

# **TERMS AND CONDITIONS**

These terms and conditions (hereinafter called T&Cs) apply to an exclusive agreement between anyone using [www.princessetamtam.com](http://www.princessetamtam.com) website (hereinafter called Website) and Princesse tam.tam, a professional joint stock company with 20.464.000 Euros in capital, registered at 151 rue Saint Honoré – 75001 Paris / France, company number 327 611 406 (hereinafter called Princesse tam.tam or the Vendor).

Products can only be purchased by non-trading adults with full legal capacity (hereinafter called Client).

The Client agrees to read the T&Cs carefully before using the Website. By placing an order on the Website, the Client is agreeing to the T&Cs.

## **ARTICLE 1 - CUSTOMER ACCOUNT**

The Client must create a customer account before placing an order on the Website. They must complete the form in My Account with personal details. They agree to provide accurate information and not to use a third party's identity or alter their age.

The Client must enter the email address and password (containing at least 8 characters) that they will use to log into the website in future. The Client's username and password are private and the Client agrees not to share them.

## **ARTICLE 2 - PRICES**

The product prices stated on the website are in Euros and include VAT. Delivery fees are not included, they are stated before the Client confirms their order.

Princesse tam.tam reserves the right to reject the order in the event of a pricing error i.e. due to a technical issue.

All products remain the property of Princesse tam.tam until full payment is received.

In the event of placing an order during a promotional campaign with a discount that applies when a certain number of items are bought in a single transaction, any returns shall void the discount if the number of items required to apply the discount is no longer met. Any refunds to the Client shall reflect that the discount no longer applies and the difference will affect the amount refunded to the Client for any returns.

## **ARTICLE 3 - PRODUCTS**

The products available to buy on the Website are subject to availability and any offers apply whilst visible on the Website.

Princesse tam.tam reserves the right to withdraw any item from the Website at any time. In the event that a product is out of stock after the order has been confirmed, the Client will be notified by email as soon as possible and the out-of-stock product/s will automatically be cancelled and refunded.

Product descriptions on the Website are for reference only. Likewise, photographs may slightly differ from reality i.e. due to the computer's display settings.

## **ARTICLE 4 - ORDERS**

The Client must sign up or log into their customer account and add products to their basket to order online. The Client can visit their shopping basket page for information about delivery methods, fees and where we deliver.

When they click «Pay for my order», they acknowledge and agree to the T&Cs, product price, order content and delivery address.

The Client will receive their order confirmation by email upon payment. This email does not constitute acceptance of the order by Princesse tam.tam. We reserve the right to refuse orders on the grounds of unusual orders (i.e. illegal purchase of items for resale), unusual or excessive complaints, exchanges or returns, ongoing dispute with the Client or non-payment for previous order.

Princesse tam.tam shall not be held responsible if the Client enters incorrect information which stops them receiving the confirmation email and/or order delivery.

## **ARTICLE 5 - PAYMENT**

Orders can be paid for in a single transaction by card (credit card, Visa, Mastercard or American Express), Paypal, Google Pay and Apple pay or in instalments with Klarna. For further information about paying for your order in instalments, please see the FAQ section of our website.

Card payments are debited when the order is shipped, after confirmation from the card provider. The order is automatically cancelled if the card provider rejects payment.

Adyen provides secure payment by using SSL to encrypt bank details. Any data is encrypted when the Client saves their card details for future transactions. The Client's bank details never route through the Princesse tam.tam IT system.

In the event of card fraud, please contact your bank to dispute the transaction then contact Customer Service who will tell you what to do next:

- by phone on: 01 43 12 03 03. (from France) or + 33 1 43 12 04 44 (from overseas), Monday-Friday: 9am-6pm
- using our website contact form
- or by email: [service.client@princessetamtam.com](mailto:service.client@princessetamtam.com).

## **ARTICLE 6 - DELIVERY**

### **6.1 - Countries we deliver to**

The products sold on the website are only available for delivery to the following countries: mainland France, Germany, Belgium, Denmark, Spain, Finland, Hungary, Ireland, Iceland, Italy, Luxembourg, Monaco, Netherlands, Poland, Portugal, Czech Republic, Slovakia, Slovenia, Sweden. We do not deliver to the following destinations for customs reasons: French Overseas Departments or Territories, Overseas France, Andorra, Büsingen and Heligoland (Germany), Faroe Islands and Greenland (Denmark), Canary Islands, Ceuta and Melilla (Spain), Aland Islands (Finland), Mount Athos (Greece), Campione d'Italia, Livigno, San Marino and the Vatican (Italy), Jersey and Guernsey (United Kingdom), Croatia.

### **6.2 - Delivery times**

Princesse tam.tam does its utmost to deliver orders as swiftly as possible. Any orders placed on the website after 1pm on Friday, Saturday or Sunday are processed on the Monday. Any orders

placed on the website on a bank holiday are processed the next working day.

Princesse tam.tam cannot be held responsible for potential delivery delays and exceptional procedures implemented by postal services i.e. for receiving packages. In this case, Princesse tam.tam shall temporarily suspend deliveries to its French stores.

Standard delivery times are as follows from shipment:

- 24 hr by Chronopost for orders placed by midday.
- 3 working days in selected stores (click & collect) in France
- 3-5 working days for collection points (Mondial Relay or Colissimo)
- 5-10 working days with Colissimo international

Delivery may be delayed for reasons outside Princesse tam.tam's control. In the event of delayed delivery, Princesse tam.tam shall keep the Client up to date.

An order is deemed delivered when the courier's tracking system registers delivery to the Client (signature required).

Princesse Tam Tam must advise the Client to check the condition of the package upon receipt. The Client must refuse delivery and contact Customer Service if there are any issues (open package, empty package).

## **ARTICLE 7 - RIGHT OF WITHDRAWAL**

### **7.1 - Right of withdrawal**

If you are ordering as a guest and would like to make a return, please contact customer service +33 1 43 12 04 04.

The Client can exercise their right of withdrawal within fourteen (14) days of receiving their Goods and return the purchased item/s without having to justify their reasons or pay penalties, as per the 2011/83/EU Directive dated 25 October 2011 as stated.

Any cancellation/withdrawal may be made by any means available, in particular:

- call 01 43 12 03 03.(from France) or +33 1 43 12 04 04 (from abroad), Monday-Friday 9am-6pm
- [click here to complete the cancellation form](#)

Please return the cancellation form as per the instructions on the form.

### **7.2 - Returns procedure**

The Client must return their product/s, returns form (visit the Customer Account's «Order history» section to complete and print the form) and prepaid label (visit the «Order history» section) within 14 days of informing Princesse tam.tam of their return.

The prepaid label available in the «Order history» section costs the Client a total of 2.95 Euros for orders delivered and returned to mainland France (hereinafter «Re-invoiced prepaid label»). In the event of dispute, please contact our customer service who will review your request. Return fees are free for orders less than 2.95 Euros. Our clients are responsible for paying return fees for clients receiving deliveries and/or making returns outside mainland France and clients who do not use the re-invoiced prepaid label.

Please follow the terms detailed in article 8.2 below to return products in accordance with your right of withdrawal.

Refunds for products under the right of withdrawal must be requested within fourteen (14) calendar days of the date of notification of withdrawal or deferred to the day Princesse Tam Tam receives the Products.

## **ARTICLE 8 - EXCHANGE IN STORE AND REFUND**

Upon presentation of proof of purchase, Princesse Tam Tam gives Clients a total of thirty (30) calendar days from the date they receive the products to exchange all or some of their order in-store or Princesse Tam Tam concessions in UNIQLO stores, for products of equal or greater value.

OUTLET products cannot be exchanged in-store.

If you ordered as a guest and would like to make a return, please contact customer service +33 1 43 12 04 04.

No refunds available in-store. Once the products arrive in the warehouse and have been checked by Princesse Tam Tam, the Client will be refunded using their chosen payment method minus the cost of the re-invoiced prepaid label where applicable. The refund will be processed within thirty (30) calendar days of the date Princesse Tam Tam receives the Products.

### **8.1 - Money back guarantee**

Subject to the right of withdrawal terms detailed in article 7, Princesse Tam Tam gives the Client a total of thirty (30) calendar days from the date they receive the products to exchange all or some of the items that they are not satisfied with to exchange them in-store or at Princesse Tam Tam concessions in UNIQLO stores, or return the product/s to our warehouse for a refund.

In the event of unusual or suspicious returns, Princesse Tam Tam reserves the right to refuse the return and block future orders.

### **8.2 - Returns procedure and terms**

The prepaid label available in the «Order history» section costs the Client a total of 2.95 Euros for orders delivered and returned to mainland France (hereinafter «Re-invoiced prepaid label»). In the event of dispute, please contact our customer service who will review your request.

Our clients are responsible for paying return fees for clients receiving deliveries and/or making returns outside mainland France and clients who do not use the re-invoiced prepaid label.

For orders delivered by Colissimo, Chronopost or to collection points (Mondial relay or Colissimo):

Any products returned by the Client, whether through the right of withdrawal or money back guarantee, must not have been used, damaged, worn or washed by the Client. They must be returned in appropriate packaging with the returns form (visit the Customer Account's «Order history» section to complete and print the form) and re-invoiced prepaid label.

You will only be refunded the delivery fees for your original order if you exercise your right of withdrawal within 14 days of the date you receive your package and if you return your order in full.

Please return your products to our warehouse at the following address:

**Princesse tam.tam**

**Retours e-shop**

**ZAC Eurocentre**

**101 av. de l'Europe - Bât B**

**31620 Castelnau d'Estretfonds  
FRANCE**

Princesse tam.tam shall not be held responsible for any loss or damage during shipment unless the Client uses the prepaid label. We recommend the Client uses a recorded delivery service. The Client must contact the courier direct in the event of loss or damage during shipment. Princesse tam.tam cannot process the return if the items are not delivered to our warehouse.

## **ARTICLE 9 - MEMBERSHIP PROGRAM**

### **9.1 - Loyalty programme description (the «Club»)**

The Comptoir des Cotonniers & Princesse tam tam «Club» loyalty programme (hereinafter the «Club») is available for free on request or consent by the client (hereinafter the «Member») and gives Members access to the Club's offers (hereinafter «Offers»). The Club applies to the [www.comptoirdescotonniers.com](http://www.comptoirdescotonniers.com) website and/or the [www.princessetamtam.com](http://www.princessetamtam.com) website (hereinafter the «Website/s») and in-store at Comptoir des Cotonniers and/or Princesse Tam Tam (exc. concessions and factory outlets) in mainland France and Monaco (hereinafter the «Shops»). The Club applies to our brands' Websites and Shops from September 1st 2024. It is a personal Club that cannot be used for reasons other than those stated in these T&Cs.

The Club enables Members to earn points when they purchase Comptoir des Cotonniers and/or Princesse Tam Tam items on the Websites or Shops as long as they use a single account for their purchases. The total spend provides access to a status associated with specific Offers (hereinafter the «Status»).

There are four Statuses within the Club based on total spend per Member over a 12 month period as follows:

- ONE star >= 1€
- TWO stars >= 130€
- THREE stars >= 300€
- FOUR stars >= 600€

Members can check their Status on the Website when they log into «My Account > My Personal Information» or they can ask sales assistants in Comptoir des Cotonniers and/or Princesse Tam Tam stores. Subject to total spend over a 12 month period, the Member Status is updated automatically after each purchase's returns period has expired.

Total spend starts from the first purchase for new Members in the Comptoir des Cotonniers and/or Princesse Tam Tam customer database (hereinafter «Customer Database») on the date of joining the Club. Total spend is based on the total spent in the 12 months prior to the current date

for existing Members in the Comptoir des Cotonniers and/or Princesse Tam Tam Customer Database before September 1st 2024. The total spend providing access to status upgrades is based on the 12 months starting from the current date. The Club Offers' T&Cs and validity period are detailed in any emails or correspondence sent to Club Members throughout the year. This information is also available in the Shops on request or you can write to us at:

**Comptoir des Cotonniers / Princesse Tam Tam  
Customer service  
151 rue Saint-Honoré  
75001 Paris**

## **France**

In the event of Status disputes, the information in the Customer Database is binding.

### **9.2 - Club Offers**

Offers are categorised based on Member Status.

Please visit the following link for offers: CLUB OFFERS

Gifts provided as part of the Club cannot be exchanged, compensated or refunded.

### **9.3 - Club Amendments**

Comptoir des Cotonniers and/or Princesse Tam Tam reserve the right to modify, suspend or terminate the Club as long as Members have been notified in advance.

In the event of the Club's termination or a change affecting Offers, Members will be informed on the Website, by email and/or a store display with no possible recourse to Comptoir des Cotonniers and/or Princesse Tam Tam. Members have no right to damages of any kind caused by modifications or terminations.

## **ARTICLE 10 - LEGAL GUARANTEES**

The legal guarantee of compliance set out in the Consumer Code and the guarantee against hidden defects in the Civil Code apply to all products as long as they have been used appropriately and their care advice has been followed:

- **Consumer code:**

The vendor must provide goods in accordance with the contract and address any defects that arise upon delivery.

They must also address any defects due to packaging, assembly instructions or installation should the contract deem them responsible or should they be liable for it.

To comply with the contract, the goods must be:

1° Be fit for purpose and, where necessary:

- match the description provided by the vendor and possess the features presented to the buyer in the form of a sample or model;

- present qualities that a buyer can rightfully expect based on public declarations by the vendor, producer or representative i.e. in adverts or labels;

2° Or present features outlined by mutual agreement by the parties or be fit for any specific purpose required by the buyer, acknowledged and agreed by the vendor.

Any action due to a lack of compliance must be taken within 2 years of delivering the goods.

- **Civil code**

The vendor is bound by the guarantee against hidden defects in sold items that make them unfit for purpose or affect their use so much that the buyer would not have bought them or would have paid less had they been aware.

The buyer must take any action due to hidden defects within 2 years of finding the defect.

## **ARTICLE 11 - INTELLECTUAL PROPERTY**

All intellectual property rights for the Website and its content shall remain the exclusive property of Princesse tam.tam. Any reproduction or representation of this Website, in full or in part, by any process whatsoever, is strictly forbidden without the express agreement of Princesse tam.tam which reserves the right to initiate legal proceedings for intellectual property.

Princesse tam.tam grants you a limited license enabling you to view and use the Website for personal reasons. The license does not allow you to download or amend the website in any way without the express agreement of Princesse tam.tam.

The license does not allow any Website use for commercial or resale purposes, recovery or use of Product lists, descriptions or prices, any derivative use of the Website or its content or any use of data mining tools, web crawlers or data collection and extraction tools. You are not allowed to reproduce, duplicate, copy, sell, resell, visit or exploit the Website, in full or in part, by any means for commercial purposes without our express written agreement. You are not allowed to use framing or framing techniques to incorporate any trademarks, logos or exclusive information (including images, text, page layouts or forms) belonging to Princesse tam.tam or its affiliates (including our parent company) without the express written agreement of Princesse tam.tam. You are not allowed to use meta tags or any other «hidden text» using our name, commercial or service brands without the express written agreement of Princesse tam.tam.

## **ARTICLE 12 - OTHER**

### **12.1 - Force majeure**

Princesse tam.tam shall not be held responsible for any delays or failure to fulfil its obligations, in full or in part, in the event of a force majeure, i.e. disruption or strike action among postal services, transport and/or communication methods, flooding or fire. Princesse tam.tam shall notify Clients of a force majeure event within five (5) working days of its occurrence. Princesse tam.tam shall make every effort to swiftly inform the Client of their order will be affected during the force majeure event.

### **12.2 - Severability**

Should one of the terms be held to be invalid or otherwise unenforceable, the remainder shall still apply unless the invalid term is an essential term whose severance or rescission could affect the enforcement of the T&Cs in their entirety.

### **12.3 - Transaction archiving and storage**

Invoices are archived on a reliable long-term system to provide a faithful and long-lasting record.

### **12.4 - T&C updates**

Princesse tam.tam reserves the right to change, update, add or delete any of these T&Cs at any time. Any changes to the T&Cs will be published on the website. The date at the beginning of the T&Cs will be updated with the date of the latest update. The T&Cs that apply to an order are the ones in force on the order payment date.

### **12.5 - Mediation**

In accordance with the Consumer Code regarding amicable dispute resolution, the Client reserves the right to use a free mediation service.

Princesse tam tam is a member of the following mediation service: Centre de Médiation de la Consommation de Conciliateurs justice (CM2C). You can contact the CM2C:

- - By post: 14 rue Saint-Jean - 75017 Paris, - By email: [cm2c@cm2c.net](mailto:cm2c@cm2c.net). Online using the

following link to complete the form with supporting documents: <https://www.cm2c.net/declarer-un-litige.php>

The European Commission also provides a dispute resolution platform to gather consumer disputes following online purchases and send them to competent national bodies. Please click the following link to access the platform: <http://ec.europa.eu/consumers/odr/>.

The dispute can only be reviewed by the resolution body if:

- a) The Client can prove that they have already written to the trader to attempt to solve their problem directly.
- b) The Client sends their request to the resolution body within one year of their written complaint to the trader.

The request must not be unfounded or offensive. If the dispute has already been reviewed, is under review by another resolution body or tribunal or if it does not fall within their remit, the resolution body shall refuse the Client's request. If their request is inadmissible, the resolution body shall inform the Client that their mediation request has been refused within three weeks of receiving their case.

Should you breach any of these Terms and Conditions, we reserve the right to revoke your limited license to use the Website with immediate effect.

Website use is permitted on a temporary basis and we reserve the right to suspend, remove or modify the services we provide on our Website at any time and without prior warning for operational, regulatory, legal or other reasons. Some of the reasons include:

- Frequent and/or high rates of returns, deemed unusual at our sole discretion; - Behaviour suggesting intent to resell and/or make a profit, at our sole discretion; or on suspicion of multiple accounts used by a single user and/or a new account registered by a previously blocked user.
- Where necessary, we may have to restrict our registered users' access to all or some of the Website.

We reserve the right to deactivate any username or password, whether you have chosen it yourself or we have given it to you, should you fail to comply with these Terms and Conditions.

It is your responsibility to ensure that anyone visiting the Website using your internet connection acknowledges and complies with the Terms and Conditions.

This Website may feature or provide links to other websites or resources through third parties. We are not responsible for the availability of these websites or external resources as we have no control over them. Nor can we verify or be held liable for the content, advertising, products or other documents provided or potentially available on these websites or resources.

## **12.6 - Applicable law and jurisdiction**

These terms and conditions are governed by French law. Any dispute will be subject to the exclusive jurisdiction of the French courts. The Parties agree to find an amicable solution before taking any legal action

## **12.7 - Unique Identification Number**

Refashion: FR210875\_11SYUD

Citeo: FR210875\_01XZCH