

TERMS AND CONDITIONS OF SALE

1. Introduction

- 1.1. The sale of “Miu Miu” branded products (“Products”) in Hong Kong through the website www.miumiu.com (“Website”) is governed by the following Terms and Conditions of Sale, as amended from time to time (“Terms and Conditions”).
- 1.2. The Products are sold directly by PRADA Asia Pacific Limited company number 623905 (“PRADA”). PRADA is a company incorporated under the laws of Hong Kong with registered office at Rooms 3601-3606, 3609-10, 36/F., Gloucester Tower, The Landmark, 11 Pedder Street, Central, Hong Kong.
- 1.3. The sale of Products through the Website is restricted to consumers (hereinafter referred to individually as "Customer" or, collectively, "Customers") meaning natural persons acting for purposes that are not related to business, commercial, entrepreneurial, artisanal or professional activities. Customers must be over the age of 18 years and capable of concluding a legally binding contract. If a person is under 18 years of age and wishes to place an Order, the person must obtain the consent and agreement of his or her parent or guardian to the Terms and Conditions. The parent or guardian will be the Customer for the purposes of the Terms and Conditions.
- 1.4. The resale or transfer of the Products purchased on the Website for any commercial or professional purpose whatsoever is expressly prohibited.
- 1.5. The Products offered for sale on the Website may only be purchased if to be delivered to a physical address in Hong Kong (excluding P.O. Boxes, poste restante or freight forwarder addresses).
- 1.6. The languages used to execute sale contracts through the Website are: English, or Chinese. The English and Chinese versions of such sale contracts shall be equally valid, however, in the event of any discrepancy, the English version shall prevail.
- 1.7. The Terms and Conditions are published on the Website for Customers’ information and record-keeping purposes.
- 1.8. The purchase of the Products is exclusively governed by the Terms and Conditions published on the Website and in force at the time of the relevant purchase.
- 1.9. PRADA reserves the right to amend and/or replace the Terms and Conditions at any time.
- 1.10. Any amendments to and/or replacement of the Terms and Conditions shall only be effective in respect of purchases of Products made after the date that the amended or new version of the Terms and Conditions is published and is stated to take effect.
- 1.11. If PRADA amends or replaces the Terms and Conditions, any previous version of the Terms and Conditions will not apply to any purchases made after the amended or replaced Terms and Conditions come into effect.

2. Product availability

- 2.1. The Customer acknowledges that the Products are limited in quantity and he/she is therefore aware that PRADA needs to check the availability of Products at the time an Order is placed.

- 2.2. Occasionally, certain Products may become unavailable. In such circumstances, PRADA will inform the Customer promptly (and in any case within the deadlines specified below) by email that the order placed by the Customer ("Order") has been cancelled. All Orders placed by Customers are subject to acceptance by PRADA in accordance with section 4. PRADA gives no undertaking as to the availability of the Products.
- 2.3. PRADA reserves the right to vary the Products offered for sale on the Website at any time without prior notice.

3. Purchasing process

- 3.1. Each Product offered for sale on the Website can be viewed by following a dedicated link displaying the Product details, including images, unit pricing, colours and sizes (as applicable).
- 3.2. The Customer may purchase one or more Products, up to a maximum of 4 units per Product, except as otherwise provided. PRADA reserves the right to vary these limitations at its discretion at any time.
- 3.3. The Products selected for purchase by the Customer shall be placed into the Customer's 'shopping bag' section of the Website ("Shopping Bag"). Items placed in a Customer's Shopping Bag are not reserved for that individual Customer and may still be purchased by other Customers.
- 3.4. A description of the Products, including measurements or sizes (if applicable), together with one or more images of the Product will be displayed in the Customer's Shopping Bag.
- 3.5. Although PRADA takes reasonable steps to ensure that the photographs displayed on the Website accurately reflect the original Products, there may be some discrepancies due to the technical characteristics and colour resolution of the device used by the Customer. PRADA shall not be responsible for inadequacy of the graphic representations of the Products displayed on the Website. Any measurements of the Products given are approximate only, and colours, fabrics and designs of the Products displayed, and the Products delivered to the Customer, may vary in minor respects.
- 3.6. To view the Products selected and the total price of any proposed Order, the Customer may visit the Shopping Bag page.
- 3.7. Before confirming the relevant Order, the Customer must check the accuracy of the contents of the Shopping Bag and complete the Order form in accordance with the instructions provided on the Website.
- 3.8. The Order process is completed as soon as the Customer clicks the relevant final Order confirmation button ("Buy Button"), thereby confirming his/her Order, which will be submitted to PRADA.
- 3.9. After clicking the Buy Button, the Customer will not be able to modify the contents of the Order but may cancel the Order prior to the sending by PRADA of the Confirmation Email referred to in Clause 4.4, by notifying PRADA's Client Service at client.service.apac@miumiu.com.
- 3.10. Before clicking the Buy Button, the Customer must confirm that he/she has read and accepted the Terms and Conditions. At the end of the Order process, the Customer should save or print the Terms and Conditions for future reference.

- 3.11. If the Order process is not completed, the Order will not be submitted to PRADA for processing.
- 3.12. The Customer agrees and understands that PRADA may collect, use, store and process the Customer's personal information in accordance with PRADA's Privacy Policy published on the Website. For details on the manner in which PRADA uses cookies, the type of information PRADA collects, how and for what purposes, PRADA uses the Customer's personal information and under what circumstances PRADA discloses information, please see PRADA's Privacy Policy and Cookie Policy published on the Website.
- 3.13. Customers who have registered for an account on the Website may check their Order status by logging on to their account on the Website and accessing the 'My Orders' page.
- 3.14. The Customer must ensure that any data entered on the Website or otherwise provided to PRADA in relation to a purchase is accurate, complete and up-to-date.

4. Execution of contract

- 4.1. All information on the Website is an invitation to treat only and is not an offer by PRADA. The Customer agrees that any Order placed by the Customer is an offer to purchase the Products listed in the Order on the Terms and Conditions. All Orders submitted are offers to purchase which are subject to acceptance by PRADA.
- 4.2. The Order placed by the Customer shall only be processed by PRADA if the Order process has been completed without any error being reported by the Website.
- 4.3. After the Customer has successfully placed an Order, PRADA will send an email to the Customer acknowledging that PRADA has received the Order. This email is an acknowledgment of receipt of the Order and does not mean that PRADA has accepted the Order.
- 4.4. The contract by and between PRADA and the Customer is concluded as soon as PRADA sends the Customer a confirmation email ("Confirmation Email") which confirms PRADA's acceptance of the Order. The Confirmation Email will include the Order number.
- 4.5. The Confirmation Email will be sent to the email address provided by the Customer in the Order form.
- 4.6. PRADA reserves the right not to accept an Order, for any reason in its discretion without liability to the Customer. The following are examples of situations when PRADA may not accept an Order:
 - a) any or all of the Products included in the Order are unavailable (either permanently or temporarily);
 - b) there is a dispute between PRADA and the Customer relating to a previous Order;
 - c) the Customer has previously breached the Terms and Conditions or has not fulfilled his/her obligations under the Terms and Conditions;
 - d) PRADA has grounds to suspect that the Customer is purchasing the Products in contravention of the Terms and Conditions (for example, in order to resell them or use them for commercial purposes);
 - e) the Customer has been involved in, or is suspected of being involved in, illegal or fraudulent activities;
 - f) PRADA has grounds to suspect that any data provided by the Customer is or may be inaccurate or untrue;

- g) the Products which have been ordered by the Customer are incorrectly priced (including if there was an error in the price for a Product displayed on the Website) or otherwise incorrectly described;
 - h) the Customer's payment method is declined;
 - i) the Customer has ordered quantities of an individual Product exceeding any quantity limits imposed by PRADA;
 - j) shipping restrictions may apply to a Product;
 - k) PRADA is unable to fulfil the Customer's Order; or
 - l) the delivery address given by the Customer is the address of an entity or individual providing freight forwarding services.
- 4.7. The decision of PRADA not to accept or to cancel an Order shall be final and binding. PRADA is not required to give reasons for not accepting a Customer's Order.
- 4.8. If PRADA does not accept an Order, PRADA shall inform the Customer within 30 days of the date of receipt of the Order. If PRADA does not accept an Order, no contract is concluded between PRADA and the Customer.

5. Price and Method of Payment

- 5.1. Prices displayed on the Website are in Hong Kong Dollars (HKD).
- 5.2. The total price displayed in the Shopping Bag includes shipping costs.
- 5.3. PRADA will obtain the Customer's consent before charging any additional costs.
- 5.4. The Customer will be charged the total price displayed in the Shopping Bag immediately prior to the Customer confirming the Order by clicking the Buy Button. This amount will be charged to the Customer's chosen payment method once the Order has been accepted by PRADA and is ready for shipment. If the acceptance is only partial due to the unavailability of some of the Products ordered, the Customer shall only be charged for the price of the Products actually shipped.
- 5.5. PRADA reserves the right to modify prices at any time and without notice.
- 5.6. PRADA only accepts the credit cards and other payment methods expressly indicated on the Website.
- 5.7. For the purposes of credit card payments, the Customer confirms and warrants that he/she is the owner of, or is otherwise authorized to use, the credit card used for the purchase, and that the card information entered at the time of purchase (including but not limited to the credit card number, expiry date and, if applicable, the security code) is accurate.
- 5.8. PRADA takes no responsibility for, and is not under any duty to verify, the Customer's ownership of or authorization to use the credit card presented for payment or the accuracy of the card information entered at the time of purchase.
- 5.9. The Customer will only be charged after:
- a) the credit card information has been verified;
 - b) receipt of the debit authorisation from the relevant card issuing authority; and
 - c) PRADA has accepted the Order and the Order is ready to be shipped.

- 5.10. Although the final price is displayed in the Shopping Bag before the Customer clicks the Buy Button, the Customer will not be charged this amount at the time of submission of the Order.
- 5.11. If the Customer pays by way of another payment method (other than credit card), the Customer confirms and warrants that he/she is the owner of, or is otherwise authorized to use, the account used for the purchase. PRADA takes no responsibility for and is not under any duty to verify the Customer's ownership or authorization to use such account.
- 5.12. All credit cardholders and payment account holders are subject to validation checks and authorisation by the card issuer or payment method provider. If the issuer of the Customer's card or payment method refuses to authorise payment, PRADA will not accept the Customer's Order and PRADA will not be liable for any delay or non-delivery. PRADA is not obliged to inform the Customer of the card issuer or payment method provider's reason for refusing authorisation.
- 5.13. PRADA is not responsible for any charges or other amounts which may be applied by the Customer's card issuer or bank or payment method provider as a result of PRADA's processing of the Customer's credit card payment or other method of payment to fulfil the Customer's Order.
- 5.14. If the Customer's credit card or payment method is not denominated in the currency of the Customer's purchase indicated on the Website, the final price may be charged in the currency of the Customer's card or account. Such final price is calculated (and any additional fees charged) by the Customer's card issuer or bank or payment method provider. PRADA shall not be responsible for any cost, expense, charge or other liability which may be incurred or suffered by the Customer as a result of the Customer's card issuer or payment method provider charging the Customer in a different currency other than the currency of the Customer's purchase as displayed on the Website.
- 5.15. PRADA will only ship the Products after due payment of the amount owed by the Customer.
- 5.16. In the event the Customer cannot be charged the amounts due for any reason whatsoever, the Order process shall be automatically terminated and the Order cancelled. PRADA will notify the Customer accordingly.
- 5.17. PRADA endeavours to ensure that all pricing information on the Website is correct. Occasionally, however, an error may occur (such as a typographical error or similar oversight) and Products may be mispriced. If a Product's correct price is different from the price stated on the Website, PRADA will contact the Customer and ask the Customer whether the Customer wishes to cancel the Order and place a new Order at the correct price, and/or not accept the Customer's Order. PRADA will not be obliged to accept an Order where the pricing of any Product that is part of the Order is incorrect due to an error.

6. Delivery

- 6.1. Except as provided otherwise below, the Products shall be delivered to the address indicated by the Customer in the Order. A signature will be required upon delivery of the Products. PRADA and its third party delivery services provider will not be responsible for verifying the identity of the person signing to accept delivery. If it is not possible to deliver the Products to the address indicated by the Customer in the Order at the time of attempted delivery, with the consent of the Customer, the Products may be delivered to a security guard, doorman, concierge or person who appears to perform a similar function in the building where the Customer's address is located for collection by the Customer.

- 6.2. PRADA shall not process or deliver any Order addressed to a post office box or accept any Order from a Customer who PRADA suspects may not be a natural person (for example, a company or other incorporated entity).
- 6.3. The Products offered for sale on the Website may only be purchased and delivered to addresses in the territory indicated above in section 1.5. Any Order with a delivery address outside of this territory shall be automatically rejected by PRADA.
- 6.4. PRADA shall not be responsible for any delay in delivery or failure to deliver Products if the Customer's delivery address as provided on the Order form is incorrect, inaccurate or incomplete.
- 6.5. PRADA will endeavour to deliver the Products purchased within 30 (thirty) days of the date that PRADA accepts the Order. However, if an unforeseen event that is outside the reasonable control of PRADA or its third party delivery services provider affects the delivery of the Order, then PRADA or its third party delivery services will not be liable for any loss, damage, cost or expense suffered or incurred by the Customer as a result of the delay in delivering the Order.
- 6.6. Any date of delivery provided by PRADA is an estimate only and PRADA will not be liable for any loss or damage caused if the Order is not available or delivered by that date. Similarly, any delay does not relieve the Customer from the Customer's obligation to accept delivery of and pay for the Order.
- 6.7. If PRADA does not deliver the Products within the timeframe set out above, the Customer may request that PRADA provide a revised delivery date estimate for when the Products will be delivered to the Customer.
- 6.8. Either PRADA or the Customer may immediately terminate the Order if the Product(s) ordered are not delivered by the revised delivery date estimate provided by PRADA. PRADA will promptly refund to the Customer any payments made for the terminated Order.
- 6.9. The Customer's sole remedy for any failure to deliver his/her Order shall be the right to cancel or terminate the relevant Order and receive a full refund of any monies paid to PRADA in respect of that Order.
- 6.10. PRADA reserves the right to split an Order into multiple shipments according to availability of the Products. PRADA shall inform the Customer by email if it intends to do this. The Customer will not pay any additional shipping fees as a result of an Order being split into multiple shipments.
- 6.11. The Customer will receive an email containing a shipment tracking code and a unique link that will allow the Customer to monitor the delivery (subject to delivery status information being provided to PRADA by its third party delivery services provider).
- 6.12. If a Customer has any queries relating to shipment or delivery, he/she may contact PRADA's Client Service by email at: client.service.apac@miumiu.com.
- 6.13. As an alternative to having the Products delivered, the Customer may request to collect the Products from designated stores. The Customer will have the opportunity to select a store from which to collect at the time of purchase. If the Customer does not collect the Products within seven (7) days of the date on which PRADA sends the Customer an email confirming the Products are available for collection, PRADA may cancel the Order. In such case, the Customer

shall be informed of the cancellation and PRADA will promptly refund to the Customer any payments made for the cancelled Order.

- 6.14 For Orders that are delivered to the Customer's address, the Customer shall bear the risk of loss or damage to the Products from the moment that they are delivered in accordance with section 6.1. For Orders that are delivered to a store in accordance with section 6.13, risk of loss or damage to the Products will pass to the Customer at the time that the Products are collected by the Customer.
- 6.15 If the Products are damaged prior to delivery in accordance with section 6.1 or collection from a store in accordance with section 6.13 (as applicable), PRADA will refund the Customer any amount already paid.

7. Product Conformity

- 7.1. At the time of delivery, the Customer must check that the packaging and any seals are intact, undamaged, and not wet. The Customer must also check the Products delivered to confirm that they match the Order and that the Products do not show any manufacturing defects or otherwise fail to match the description on the Website.
- 7.2. In the event of existence of manufacturing defects in the Products ordered through the Website excluding fragrances and beachwear, the Customer shall be entitled, within a period of two years from the date of delivery of the Products to request a refund or replacement or repair of the Product (at PRADA's option).
- 7.3. To the maximum extent permitted by applicable law, PRADA disclaims and excludes all other terms, conditions and warranties in relation to the Products and services whether express or implied by statute or otherwise or arising from any previous course of dealing or usage or trade practice.
- 7.4. To notify PRADA of any defects in the Products, Customers may contact PRADA at the addresses indicated in section 13 below.

8. Returns and refunds - Withdrawal

- 8.1. Customers may withdraw from the contract in respect of all or any Products ordered and request to return those Products within seven (7) days of the date of delivery of the Order.
- 8.2. In order to exercise the right of withdrawal, Customers must follow the procedure set out in the Return Information Form enclosed with the Products.
- 8.3. Provided that the Customer complies with the procedure set out in the Return Information Form, the courier appointed by PRADA shall collect the parcel containing the Products to be returned at no charge to the Customer.
- 8.4. If, on the other hand, the Customer does not comply with the procedure set out in the Return Information Form, the return costs and any liability for loss, theft, damage or delay in the return of the Products to PRADA shall be borne by the Customer.
- 8.5. The Customer may request the address that the Products must be returned to by contacting PRADA at the following email address: client.service.apac@miumiu.com.

- 8.6. The Customer must return the Products which he/she has decided to return without undue delay and, in any case, within seven (7) days of the date that the Customer notifies PRADA that he/she wishes to return some or all of the Products.
- 8.7. Products must be returned in the same condition in which they were delivered and should be in their original packaging. Fragrance must be unopened and in its original packaging. The Customer must ensure that the Products are undamaged and complete, never been used or worn and returned in their original packaging, equipped with all the labels, tags and security tags, correctly attached in their original positions as they were received with.
- 8.8. PRADA shall check the packaging, labelling and condition of each Product returned, and that the Product has been returned in a manner that meets all of the conditions and requirements set out above.
- 8.9. PRADA reserves the right to reject the return of Products that appear to have been damaged, deteriorated, stained or appear to be in a condition that indicates that they have been used for purposes other than those which are strictly necessary for the Customer to ascertain the nature and features of the Product purchased.
- 8.10. In the event the return is rejected, PRADA shall send a specific notice to the Customer and shall consequently not proceed to credit the amount paid by the Customer, reserving the right to recover compensation for any damage attributable to the Customer.
- 8.11. PRADA shall refund any amounts due for the Products returned within seven (7) days of receiving the Products and verifying they are in the required condition.
- 8.12. The refund shall be made by crediting the amount paid by the Customer with the same payment method to the same card or account used for the purchase. PRADA is not responsible for the time required by financial institutions to process refunds.
- 8.13. PRADA shall confirm the refund to the Customer by email.
- 8.14. PRADA shall not be under any obligation to refund any delivery costs paid by the Customer in respect of the Products.
- 8.15. The return of Products under this section is only permitted in respect of purchases made on the Website.

9. Limitation of liability

- 9.1. Except in the event of wilful misconduct or gross negligence, PRADA shall in no way be liable to the Customer for any economic losses, loss of goodwill or reputation or other indirect or consequential loss or damages that may arise from the Customer's purchase of the Products offered for sale on the Website or otherwise arising out of or in connection with the Customer's use of or access to the Website.
- 9.2. Subject to section 6.6 and 9.1, PRADA's aggregate liability under these Terms and Conditions whether arising under contract, tort (including negligence), breach of statutory duty or otherwise in respect of a particular Product shall in no event exceed 100% of the amount paid by the Customer in respect of that Product.

- 9.3. PRADA will not be responsible for any delay or failure to perform or comply with its obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond PRADA's reasonable control.

10. Product authenticity and intellectual property rights

- 10.1. PRADA warrants the authenticity of all the Products offered for sale on the Website.
- 10.2. The "Miu Miu" trade mark, as well as all the figurative and non-figurative marks and, more generally, all the other trade marks, illustrations, images and logos found on the "Miu Miu" products, relevant accessories and/or packaging, whether registered or not, are and shall remain exclusive property of PRADA or an affiliated PRADA Group company (being a subsidiary whether directly or indirectly held, of Prada S.p.A.) (as applicable). The reproduction, in whole or in part, modification, tampering or use of such trade marks, illustrations, images and logos, for whatever reason and on any support, is strictly forbidden.
- 10.3. All content (including, but not limited to, logos, text, data compilations, graphics, icons, images, photographs, audio clips, sounds, music, and software, and any combination thereof) available on the Website ("Content"), is either owned or licensed by PRADA (or a PRADA Group Company), and is protected by applicable copyright laws and treaties around the world. All rights in respect of the Content are reserved.
- 10.4. Subject to these Terms and Conditions, PRADA grants the Customer a revocable, and non-exclusive licence to access and make personal use of the Website, provided however that the Customer must not:
- a) use the Website in any way which may prejudice or damage the reputation of PRADA;
 - b) use the Website for any commercial or business purposes. The Website is for personal, non-commercial use only; or
 - c) use software, robots, spiders, crawlers, or similar data gathering and extraction tools, or take any other action that may impose an unreasonable burden or load on PRADA's infrastructure.
- 10.5. PRADA may terminate the limited licence in this section at any time in its sole discretion without prejudice to any other remedy PRADA may have against the Customer pursuant to applicable law for any reason whatsoever, including for any breach of these Terms and Conditions.
- 10.6. PRADA endeavours to ensure that the information posted by it on the Website is accurate and complete. PRADA does not, however, guarantee that the Content or any other information available on the Website is accurate and/or error free, PRADA does not promise that the functionality of the Website or Content will be error free or that the Website, Content or the server that makes it available are free of viruses, malicious code or other components which are potentially harmful or that the Website will not be hacked. PRADA recommends that all Customers ensure they have up to date virus checking software installed.

11. Disputes

- 11.1. The Terms and Conditions are governed by the laws of Hong Kong and shall be construed accordingly.
- 11.2. In the event of a dispute arising from the interpretation and/or application of the Terms and Conditions, the courts of Hong Kong shall have exclusive jurisdiction.

- 11.3. The Terms and Conditions are severable. If any provision of the Terms and Conditions is found by a court to be invalid, illegal, void or unenforceable, such provision shall be deemed to be deleted from these Terms and Conditions and the other provisions of these Terms and Conditions shall remain valid and enforceable.
- 11.4. Data recorded on the Website concerning the Customer's transactions and purchases of Products shall be deemed to be a complete and accurate record for all purposes.

12. General

- 12.1. These Terms and Conditions, including any policies or documents referred to in these Terms and Conditions, are the entire agreement and understanding between the Customer and PRADA on everything connected with the subject matter of these Terms and Conditions and supersedes any prior agreement or understanding on anything connected with that subject matter.
- 12.2. A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right. The exercise of a power or right does not preclude either its exercise in the future or the exercise of any other power or right. A waiver is not effective unless it is in writing. Waiver of a power or right is effective only in respect of the specific instance to which it relates and for the specific purpose for which it is given.

13. Contact details

- 13.1. To make a complaint or to get additional information or assistance in relation to the Website, these Terms and Conditions or the Order process, Customers may send an email to the following address: client.service.apac@miumiu.com.
- 13.2. PRADA may send any notices under these Terms and Conditions by email to the email address provided by the Customer. Notice is deemed to be received by the Customer when the email leaves PRADA's computer system.