

# Terms of Use

lululemon usa inc. ("lululemon", "we", "our", "us"), as a convenience to you, grants you ("you", "your") access to its websites, accessible via [www.lululemon.com](http://www.lululemon.com), [www.lululemon.ca](http://www.lululemon.ca), [www.lululemon.com.hk](http://www.lululemon.com.hk), or any website owned or controlled by lululemon, including its subdomains (collectively, the "Sites"), and use of its applications (hereinafter referred to as the "Apps") (together, the "Platform"), conditioned on your acceptance of these terms, conditions, and notices contained herein (collectively, the "Terms").

For the purposes of these Terms, "Content" means collectively any text, images, graphics, software, source code, Apps, specifications, audio files, videos, articles, trademarks, logos, and other information or content made available through the Platform that are not Submissions (as that term is defined below), including, but not limited to, the design, structure, selection, coordination, expression, "look and feel", and arrangement of such content.

**PLEASE BE AWARE THAT SECTION 15 OF THE GENERAL TERMS OF USE CONTAINS PROVISIONS GOVERNING HOW TO RESOLVE DISPUTES BETWEEN YOU AND LULULEMON. AMONG OTHER THINGS, SECTION 15 INCLUDES AN AGREEMENT TO ARBITRATE WHICH REQUIRES, WITH LIMITED EXCEPTIONS, THAT ALL DISPUTES BETWEEN YOU AND US SHALL BE RESOLVED BY BINDING AND FINAL ARBITRATION. SECTION 16 ALSO CONTAINS A CLASS ACTION AND JURY TRIAL WAIVER. PLEASE READ SECTION 15 CAREFULLY.**

**UNLESS YOU OPT OUT OF THE AGREEMENT TO ARBITRATE WITHIN THIRTY (30) DAYS: (i) YOU WILL ONLY BE PERMITTED TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF AGAINST US ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING, AND YOU WAIVE YOUR RIGHT TO PARTICIPATE IN**

**A CLASS ACTION LAWSUIT OR CLASS-WIDE ARBITRATION; AND (ii) YOU ARE WAIVING YOUR RIGHT TO PURSUE DISPUTES OR CLAIMS AND SEEK RELIEF IN A COURT OF LAW AND TO HAVE A JURY TRIAL.**

These Terms contain the following terms and conditions sections:

[A. GENERAL TERMS OF USE](#)

[B. TERMS OF SALE](#)

[C. GIFT CARDS TERMS](#)

[D. MOBILE APPS END USER TERMS](#)

[E. LULULEMON MEMBERSHIP TERMS](#)

[F. FUEL SPACE LOYALTY TERMS](#)

## **A. GENERAL TERMS OF USE**

### ***1. ACCEPTANCE OF TERMS.***

PLEASE READ THESE TERMS AND THE LULULEMON PRIVACY POLICY (“Privacy Policy”) CAREFULLY BEFORE USING THE PLATFORM. BY USING THE PLATFORM ON ANY COMPUTER, MOBILE PHONE, TABLET, CONSOLE OR OTHER DEVICES (COLLECTIVELY, “Devices”), YOU AGREE TO THESE TERMS, AND YOU CONSENT TO THE COLLECTION, USE, AND DISCLOSURE OF INFORMATION AS DESCRIBED IN THESE TERMS AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO THESE TERMS AND THE PURPOSE FOR PROCESSING INFORMATION SET OUT IN OUR PRIVACY POLICY, YOU MUST EXIT THE PLATFORM IMMEDIATELY AND DISCONTINUE ANY USE OF THE PLATFORM AND ANY CONTENT CONTAINED THEREIN. IF YOU DO NOT AGREE TO

THESE TERMS, THEN YOU WILL NOT BE ABLE TO DOWNLOAD, USE, OR ACCESS THE APPS. YOUR USE OF THE PLATFORM SHALL BE DEEMED TO BE YOUR AGREEMENT TO ABIDE BY EACH OF THE TERMS SET FORTH BELOW.

LULULEMON MAY, IN ITS SOLE DISCRETION, MODIFY THESE TERMS AT ANY TIME BY POSTING UPDATED TERMS ON THE PLATFORM OR BY SENDING REGISTERED USERS AN EMAIL NOTICE. IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOU MUST CEASE USING THE PLATFORM. BY CONTINUING TO USE OR ACCESS THE PLATFORM, YOU ARE AGREEING TO THE REVISED TERMS. These Terms do not alter in any way the terms or conditions of any other agreement You may have with lululemon or its affiliates for other products or services.

Our Privacy Policy, and as applicable our Cookie Policy, describes the collection, use, and further processing of personal information on the Platform. Notwithstanding anything else to the contrary contained in these Terms, lululemon's use of any personal information (e.g., name, address, etc.) you provide via the Platform shall be governed by our Privacy Policy. For further information regarding lululemon's processing of your personal information, please refer to our Privacy Policy, available at <https://shop.lululemon.com/help/legal/privacy-policy> or, as applicable, the local version available at the bottom of the regional Site.

You are expected to check this page from time to time to take notice of any changes lululemon has made, as those changes are binding on you.

The Terms were updated as of March 12, 2024 and will be in effect no later than April 15, 2024, solely to the extent you live in a jurisdiction that requires advance notice.

## ***2. USE AND RESTRICTIONS.***

The Platform may be accessed and used only by individuals who can form legally binding contracts under applicable laws, who are of legal age of majority in their place of residence, for example, 18 years of age or older, and who are not otherwise barred from using the Platform under applicable laws.

The Platform is provided solely as a convenience to you for non-commercial use. You may access and use the Platform only in accordance with all applicable laws and regulations and with these Terms. You acknowledge and agree that lululemon, in its sole discretion and without notice or any further obligation to you, may temporarily suspend or permanently discontinue and refuse any and all current and future access to or use of the Platform.

You agree not to:

- resell for commercial purposes products purchased through the Platform, or as applicable, from a lululemon retail store;
- commercially sell, resell, distribute, or frame the Platform or Content therein;
- modify, distribute, transmit, display, perform, reproduce, publish, license, create derivative works of, transfer, or sell any Content;
- use, frame, or utilize framing techniques to enclose any lululemon trademark, logo, or other proprietary information (including the images found on the Platform, the content of any text, or the layout/design of any page or form contained on a page) without lululemon's express written consent;
- collect or use any product listings or descriptions; or
- use any meta tags or any other "hidden text" utilizing a lululemon name, trademark, or product name without lululemon's express written consent.

When using the Platform, you may not:

- breach, attempt to breach, or otherwise bypass any security or authentication measures of the Platform, the server on which our

Sites are stored, or any server, computer, or database connected to the Platform;

- transmit into or submit to the Platform any of the following: viruses, malware, malicious or destructive code, or any other routine, device, or other undisclosed feature (e.g., so-called time bomb, software lock, drop dead device, malicious logic, worm, Trojan horse, or trap, back door, or software routine) that either interferes with or otherwise harms or provides unauthorized access or causes unauthorized modifications to the Platform, including the systems or servers which host the Platform;
- use any data mining, robots, or similar data gathering and extraction methods from the Platform;
- access or attempt to access any systems or servers on which the Platform is hosted or modify or alter the Platform in any way, other than for your use of the Platform as expressly permitted in these Terms;
- attack the Platform via a denial or service attack or distributed denial or service attack; or
- forge headers, create a false identity, or otherwise manipulate identifiers in order to deceive others or disguise the origin of any Content or other information transmitted to or via the Platform.

Any unauthorized use of the Platform will terminate the permission or license granted by these Terms, will result in you being barred from using the Platform, and may violate applicable law, including but not limited to, copyright laws, trademark laws (including trade dress), and communications regulations and statutes.

### ***3. COPYRIGHT***

The Content, Sites, and Apps, as well as the selection and arrangement of each, are the sole property of lululemon and/or its licensors and are protected by patent, copyright, trademark, and other intellectual property laws and may not be used except in accordance with these Terms or with lululemon's express written consent. Other than as necessary for your use of the Platform in accordance with these Terms, lululemon grants no other privileges or rights in the Content to you, and you must keep intact

all patent, copyright, trademark, and other proprietary notices on the Content. Any Content owned by lululemon's licensors may be subject to additional restrictions. Except as expressly provided in these Terms, no part of the Apps, Sites, or Content may be copied, reproduced, republished, uploaded, posted, publicly displayed, encoded, translated, transmitted, or distributed in any way to any other computer, server, website, smart phone, tablet, or other medium for publication or distribution or for any commercial enterprise, without lululemon's express prior written consent.

If you print, copy, or download any part of the Platform in breach of these Terms, your right to use the Platform will cease immediately and you must, at lululemon's option, return or destroy any copies of the materials you have made. You may print one copy and may download extracts of any page(s) from the Sites for your personal, non-commercial purposes. You must not modify the paper or digital copies or any materials you have printed or downloaded in any way, and you must not use any illustrations, photographs, video or audio sequences, or any graphics separately from any accompanying text. lululemon's status (and that of any identified contributors) as the author of material on the Platform must always be acknowledged.

#### ***4. TRADEMARK***

All trademarks, service marks, trade names, logos, and trade dress, whether registered or unregistered (collectively, the "Marks") that appear on the Platform are proprietary to lululemon or such Marks' respective owners. You may not display or reproduce lululemon Marks other than with the prior written consent of lululemon, and you may not remove or otherwise modify any trademark notices from any Content. The Marks are protected by trademark, trade dress, copyright, and various other intellectual property rights and unfair competition laws.

In addition, all page headers, custom graphics, button icons, and scripts are trademarks, service marks, trade names, and/or trade dress of lululemon or their respective owners, and may not be copied, imitated, or

used, in whole or in part, without the prior written permission of lululemon.

## ***5. COPYRIGHT AND TRADEMARK INFRINGEMENTS***

lululemon respects the intellectual property rights of others, and we ask you to do the same. lululemon may, in appropriate circumstances and at our discretion, terminate service and/or access to the Platform for users who infringe the intellectual property rights of others. If you believe that your work is the subject of copyright infringement and/or trademark infringement and appears on our Platform, please provide lululemon's designated agent the following information required by the Online Copyright Infringement Liability Limitation Act of the Digital Millennium Copyright Act, 17 U.S.C. § 512 ("DMCA"):

- A physical or electronic signature of a person authorized to act on behalf of the owner of an exclusive right that is allegedly infringed
- Identification of the copyrighted and/or trademarked work claimed to have been infringed, or, if multiple works on a single website are covered by a single notification, a representative list of such works on that website;
- Identification of the material that is claimed to be infringing or to be the subject of infringing activity and that is to be removed or access which is to be disabled on the Platform, and information reasonably sufficient to permit lululemon to locate the material;
- Information reasonably sufficient to permit lululemon to contact you as the complaining party, such as an address, telephone number, and, if available, an electronic mail address at which you may be contacted;
- A statement that you have a good faith belief that use of the material in the manner complained of is not authorized by the copyright and/or trademark owner, its agent, or the law; and
- A statement that the information in the notification is accurate, and under penalty of perjury, that you are authorized to act on behalf of the owner of an exclusive right that is allegedly infringed.

lululemon's agent for notice of claims of copyright or trademark infringement on the Platform can be reached as follows:

By email: [gec@lululemon.com](mailto:gec@lululemon.com)

By mail: Attention: Brand Protection 1818 Cornwall Ave Vancouver, BC V6J 1C7 Canada

Please also note that for copyright infringements under Section 512(f) of the U.S. Copyright Act, any person who knowingly, materially misrepresents that material or activity is infringing may be subject to liability.

## **6. YOUR ACCOUNT**

If you purchase products or services using the Platform, you may be prompted to establish an account with lululemon, and at your discretion choose to do so. You are solely responsible for (i) maintaining the security and confidentiality of your account and your account password; (ii) restricting access to your device and your account; and (iii) keeping your email address listed on your account current. You are solely responsible and liable for all activities, including, without limitation, all purchases of products and services through the use of the Platform that occur under your account or your account password.

You agree to immediately notify lululemon of any unauthorized use of your password or account or any other breach of security by CONTACTING THE GEC. We have the right to disable any account or password at any time, for any reason.

You acknowledge and agree that lululemon may, in alignment with the Privacy Policy, to the extent permitted by applicable law, access, preserve, and disclose your account information, all Submissions (as defined below), all communications to and from you, all information



relating to your use of the Platform, and all information relating to the use of the Platform under your account or account password if lululemon is required to do so by law or legal process or if lululemon determines, in its sole discretion, that such action is necessary to protect the rights of lululemon, third parties, and other users of the Platform or for purposes of responding to your request for customer service.

## ***7. ELECTRONIC COMMUNICATIONS***

You consent to receive electronic communications from lululemon either in the form of email sent to you at the email address listed on your account or by communications posted on the Platform for any purpose. You acknowledge and agree that any electronic communication in the form of such email or posting on the Platform shall satisfy any legal requirement that such communication be in writing.

You agree that lululemon may use and/or disclose information consistent with the Privacy Policy.

## ***8. SUBMISSIONS***

You acknowledge that you are responsible for the information, profiles, goals, opinions, messages, comments, images, audio, photos, videos, product or services feedback or ideas, and any other content or material that you submit, upload, post, or otherwise make available on or through the Platform (each, a "Submission") and through the services available in connection with the Platform, and that you, and not lululemon, have full responsibility for each Submission you make, including its legality, reliability, appropriateness, and trademark, copyright, and other intellectual property ownership. Before making a Submission, you must ensure that you either own all intellectual property rights or are otherwise in a position to grant a License (as defined below) to lululemon. You represent that: (a) the posting and use of your Submission on or through the Service does not violate, misappropriate, or infringe on the rights of any third party, including, without limitation, privacy rights, publicity rights, copyrights, trademark, and/or other intellectual property rights; (b)

you will pay for all royalties, fees, and any other monies owed by reason of the Submission you post; and (c) you have the legal right and capacity to enter into these Terms in your jurisdiction.

Unless otherwise explicitly stated herein or in the Privacy Policy, you agree that any Submission provided by you in connection with the Platform is provided on a non-proprietary and non-confidential basis.

You agree that lululemon is free to use a Submission for the purpose of providing you and others with use of the Platform, its functionality, and associated products and services, and, unless the rights in such Submission are assigned to lululemon under these Terms, you grant lululemon a sub-licensable, transferable, perpetual, nonexclusive, worldwide, royalty-free license ("License") to (in any media, whether now known or not currently known or invented) link to, utilize, use, publicly perform, publicly display, reproduce, distribute, edit, adapt, modify, and prepare derivative works of the Submission.

In addition, to the extent any Submission contains your or any other person's name, likeness, voice, or biographical information ("Personal Rights"), you must comply with any applicable legislative requirements and hereby grant and will cause such other person to grant to lululemon a License to (in any media, whether now known or not currently known or invented) exploit or use such Personal Rights for any advertising or marketing of lululemon products and services (in any media, whether now known or not currently known or invented). Submissions shall be considered non-confidential, and lululemon is under no obligation to treat such Submissions as proprietary information except pursuant to the Privacy Policy applicable to personally identifiable information. **SUBJECT TO THE LICENSES GRANTED IN THESE TERMS, YOU RETAIN OWNERSHIP OF ANY COPYRIGHTS OR OTHER INTELLECTUAL PROPERTY RIGHTS IN YOUR SUBMISSIONS.**

You represent and warrant that: (i) you own all Submissions posted by you on or through the Platform or otherwise have the right to grant the

Licenses to lululemon set forth in this section; (ii) your Submission is accurate and not misleading; and (iii) the posting of your Submissions on or through the Platform does not violate the privacy rights, publicity rights, trademark rights, copyrights, contract rights, or any other rights of any person or entity or violate any applicable law, rule, regulation, or order. You agree to pay for all royalties, fees, damages, and any other monies owing to any person by reason of any Submissions posted by you to or through the Platform. When submitting Submissions to or otherwise using the Platform and/or the services, you agree not to, without limitation:

- use the Platform in a manner that uses technology or other means to access the Platform, or other content that is not authorized by lululemon;
- use a false email address, impersonate any person or entity, or otherwise mislead as to the origin of content;
- take any action that imposes or may impose (in lululemon's sole discretion) an unreasonably or disproportionately large load on lululemon's infrastructure;
- attempt to gain unauthorized access to lululemon's computer network or user accounts;
- encourage conduct that would constitute a criminal offense, or that gives rise to civil liability;
- attempt to damage, disable, overburden, or impair lululemon servers or networks;
- violate applicable third-party terms;
- defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights (such as rights of privacy and publicity) of others;
- use racially, ethnically, or otherwise offensive language;
- discuss or incite illegal activity;
- use explicit/obscene language or solicit/post sexually explicit images (actual or simulated);
- post anything that exploits children or minors or that depicts cruelty to animals;
- post any copyrighted, trade-secret, proprietary, patented proprietary, or trademarked materials without the express permission from the owner of such rights; post any person's name, likeness, voice, or biographical information without the express

permission from such person (or if that person is a minor, from that person's parent or legal guardian);

- disseminate any unsolicited or unauthorized advertising, promotional materials, 'junk mail', 'spam', 'chain letters', 'pyramid schemes', or any other form of solicitation;
- use any robot, spider, scraper, or other automated means to access the Platform; or
- alter the opinions, goals, profiles, or comments posted by others on the Platform.

This list of prohibitions provides examples and is not exhaustive.

lululemon reserves the right in its sole discretion to (i) terminate your access to your account; (ii) terminate your ability to post to the Platform (or the services); and (iii) refuse, delete, modify, edit, or remove any Submissions; with or without cause and with or without notice, for any reason or no reason, or for any action that lululemon determines is inappropriate or disruptive to the Platform or to any other user of the Platform and/or services. lululemon may report to law enforcement authorities any actions that may be, or lululemon reasonably suspects to be, illegal, and any reports it receives of such conduct. When legally required, or at lululemon's discretion, lululemon will cooperate with law enforcement agencies in any investigation of alleged illegal activity on the Platform or on the Internet.

lululemon takes no responsibility and assumes no liability for any Submissions posted or uploaded by you or any third party, or for any mistakes, defamation, slander, libel, omissions, falsehoods, obscenity, pornography, or profanity you may encounter. As a provider of interactive services, lululemon is only a forum and is not liable for any statements, representations, or Submissions provided by its users in any public forum or personal home page.

**These prohibitions do not require lululemon to monitor, police, or remove any Submissions or other information submitted by you or any other user.**

lululemon prohibits crawling, scraping, caching, or otherwise accessing any content on the Platform via automated means, including, but not limited to, user profiles and photos (except as may be the result of standard search engine protocols or technologies used by a search engine with lululemon's express consent).

lululemon's policy is to not accept or consider content, information, ideas, suggestions, or other materials other than those we have specifically requested and to which certain specific terms, conditions, and requirements may apply. This is to avoid any misunderstandings if your ideas are similar to those we have developed or are developing independently. Accordingly, lululemon does not accept unsolicited materials or ideas and takes no responsibility for any materials or ideas so transmitted. If, despite this policy, you choose to send us content, information, ideas, suggestions, or other materials, you further agree that lululemon is free to use any such content, information, ideas, suggestions, or other materials, for any purposes whatsoever, including, without limitation, developing and marketing products and services, without any liability or payment of any kind to you.

## ***9. MODIFICATIONS***

Any Content offered or posted on the Platform is subject to modification or discontinuation at any time and from time to time without notice or obligation to you. Without limiting the foregoing, lululemon reserves the right, in its sole discretion, to charge fees for the use or purchase of, or access to, any products, services or Content offered through the Platform, at any time and from time to time.

## ***10. INDEMNIFICATION***

You agree to defend, indemnify, and hold harmless lululemon, its affiliates, and their respective directors, officers, employees, and agents against any losses, liabilities, claims, and expenses (including attorney's fees) as a result of (i) your Submission or your access to or use of the Platform; (ii) your breach or alleged breach of these Terms; (iii) your

violation of any third-party right, including, without limitation, any intellectual property right, publicity, confidentiality, property, or privacy right; (iv) your violation of any laws, rules, regulations, codes, statutes, ordinances, or orders of any governmental and quasi-governmental authorities, including, without limitation, all regulatory, administrative, and legislative authorities; or (v) any misrepresentation made by you. This means that you will be responsible for any loss or damage we suffer as a result of your breach of these Terms.

## ***11. THIRD-PARTY SITES***

The Platform may contain links to websites, widgets, Marks, or other resources owned, controlled, operated, or otherwise provisioned by third parties other than lululemon or its affiliates (collectively “Third-Party Sites”). Access to Third-Party Sites is provided solely as a convenience to you. lululemon does not control Third-Party Sites and is not responsible for the content, products, services, or information offered or collected by any such third parties. The inclusion of Third-Party Sites on the Platform does not imply lululemon’s endorsement of the content, products, services, or information offered, advertised, endorsed, or promoted by any third party or of any company or person. If you decide to access any third-party websites or acquire any third-party products or services, you do so entirely at your own risk, and you may be subject to the terms and conditions and the privacy policies imposed by such third parties.

## ***12. LINKING TO THE SITES***

You may link to our Sites, provided you do not establish a link in such a way as to suggest any form of association, approval, or endorsement on our part where none exists. The website from which you are linking must comply in all respects with applicable law.

## ***13. WARRANTIES AND DISCLAIMER***

AS A CONDITION OF YOUR USE OF THE PLATFORM, YOU WARRANT TO LULULEMON THAT YOU WILL NOT USE THE PLATFORM FOR ANY PURPOSE THAT IS UNLAWFUL OR PROHIBITED BY THESE TERMS.

EXCEPT AS OTHERWISE DETAILED IN THE TERMS OF SALE (AS DEFINED BELOW), THE SITE, APPS, SUBMISSIONS, AND ANY PRODUCTS OR CONTENT, INCLUDING LINKS, PROVIDED VIA THE PLATFORM OR STORES, ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITH NO WARRANTY OF ANY KIND. **TO THE MAXIMUM EXTENT PERMITTED BY LAW, LULULEMON DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS, EXPRESS OR IMPLIED, WITH RESPECT TO THE SITE, APPS, SUBMISSIONS, CONTENT, AND ANY PRODUCTS OR SERVICES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OR CONDITIONS OF MERCHANTABLE QUALITY, MERCHANTABILITY, DURABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, FREEDOM FROM ERRORS, OMISSIONS, COMPUTER VIRUSES, OR OTHER MALICIOUS OR UNAUTHORIZED CODE OR PROGRAMS, AND IMPLIED WARRANTIES OR CONDITIONS ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** IN ADDITION, LULULEMON DOES NOT REPRESENT OR WARRANT THAT THE SITE, APPS, SUBMISSIONS, CONTENT, OR ANY PRODUCTS, SERVICES, OR ANY OTHER INFORMATION ACCESSIBLE VIA THE PLATFORM IS SECURE, ACCURATE, COMPLETE, OR CURRENT OR THAT ANY PARTICULAR PRODUCTS OR INVENTORY WILL BE AVAILABLE AT ANY PARTICULAR STORE. lululemon will not be liable for any loss or damage caused by a distributed denial-of-service attack, viruses or other technologically harmful material that may infect your computer equipment, computer programs, data, or other proprietary material due to your use of our Platform or to your downloading of any material posted on it, or on any website linked to it.

IN ADDITION, THE PLATFORM MAY CONTAIN TYPOGRAPHICAL ERRORS OR INACCURACIES AND MAY NOT BE COMPLETE OR

CURRENT. LULULEMON THEREFORE RESERVES THE RIGHT TO CORRECT ANY ERRORS, INACCURACIES, OR OMISSIONS (INCLUDING AFTER AN ORDER HAS BEEN SUBMITTED) AND TO CHANGE OR UPDATE INFORMATION AT ANY TIME WITHOUT PRIOR NOTICE. PLEASE NOTE THAT SUCH ERRORS, INACCURACIES, OR OMISSIONS MAY RELATE TO PRICING AND AVAILABILITY. TO THE EXTENT PERMITTED BY APPLICABLE LAW, LULULEMON RESERVES THE RIGHT TO CANCEL OR REFUSE TO ACCEPT ANY ORDER PLACED BASED ON INCORRECT PRICING OR AVAILABILITY INFORMATION. IF AN ITEM BECOMES UNAVAILABLE FOR WHATEVER REASON AFTER AN ORDER IS ACCEPTED, LULULEMON MAY TERMINATE THE ORDER BY GIVING YOU WRITTEN NOTICE. IN SUCH EVENT, LULULEMON WILL CONTACT YOU TO ARRANGE FOR A REFUND OR PROVISION OF CREDIT AGAINST FUTURE PURCHASE(S).

Minor differences in color and other variations in products are possible as a result of different image acquisition, display technologies, or other technical reasons. lululemon is not liable for these variants and deviations.

Nothing in these Terms shall affect your legal rights under applicable consumer laws.

#### ***14. LIMITATION OF LIABILITY***

TO THE EXTENT PERMITTED BY LAW, LULULEMON AND ITS PARENT, AFFILIATES, SUBSIDIARIES (INCLUDING IVIVVA ATHLETICA CANADA INC.), OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUPPLIERS, LICENSORS, AND THIRD-PARTY PARTNERS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL, EXEMPLARY, MULTIPLIED, OR CONSEQUENTIAL DAMAGES, LOST PROFITS, OR REVENUES OR FAILURE TO REALIZE EXPECTED SAVINGS, OR ANY DAMAGES WHATSOEVER, WHETHER OR NOT SUCH PARTY HAS BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER UNDER



CONTRACT, TORT (INCLUDING NEGLIGENCE), OR ANY OTHER THEORY, INCLUDING, WITHOUT LIMITATION, ARISING OUT OF OR IN CONNECTION WITH ANY LOSS OR OTHER DAMAGES IN CONNECTION WITH ANY UNAVAILABILITY OR NONPERFORMANCE OF THE SITE OR APPS OR ANY ERRORS, OMISSIONS, VIRUSES, OR MALICIOUS CODE, UNLESS SUCH LOSS OR DAMAGE IS CAUSED DIRECTLY BY LULULEMON'S FRAUD, RECKLESSNESS, GROSS NEGLIGENCE, OR NEGLIGENCE. THESE LIMITATIONS WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY.

SOME JURISDICTIONS MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION FOR CERTAIN LIABILITY OR DAMAGES. BY ACCESSING THE SERVICE, YOU UNDERSTAND THAT YOU MAY BE WAIVING RIGHTS WITH RESPECT TO CLAIMS THAT ARE AT THIS TIME UNKNOWN OR UNSUSPECTED, AND IN ACCORDANCE WITH SUCH WAIVER, YOU ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND, AND HEREBY EXPRESSLY WAIVE, THE BENEFITS OF SECTION 1542 OF THE CIVIL CODE OF CALIFORNIA, AND ANY SIMILAR LAW OF ANY STATE, PROVINCE, OR TERRITORY, WHICH PROVIDES AS FOLLOWS: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR."

You agree that any claim you may have arising out of or related to your relationship with lululemon must be filed within one (1) year after such claim arose; otherwise, your claim is permanently barred.

## ***15. ARBITRATION AGREEMENT***

### **General**

We believe that arbitration offers a prompt, efficient way to resolve any dispute, controversy, or other claim that may arise between you and us (whether arising under any legal or equitable theory, and given the broadest meaning enforceable under law, a “Dispute”).

To the maximum extent permitted by law, you and we agree that any and all Disputes arising out of or relating in any way to these Terms and prior versions of these Terms, any communications you receive from lululemon, any products sold or distributed through the Platform, your account, your access to or use of the Platform (including for the purchase of lululemon products), your Submissions, and any Personal Rights contained therein, including claims and disputes that arose between us before the effective date of these Terms, will be resolved exclusively and finally by a single arbitrator using binding arbitration pursuant to the Consumer Arbitration Rules of the American Arbitration Association (“AAA”), as further detailed in this Section 15 (“Arbitration Agreement”). DISPUTES WILL ONLY BE CONDUCTED ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED, REPRESENTATIVE, OR SIMILAR ACTION, EXCEPT AS PROVIDED BELOW. There is no judge or jury in arbitration. The discovery and other procedures are more limited and less formal, and court review of an arbitration award is limited. The arbitrator must follow these Terms and can award the same damages and relief as a court in an individual proceeding (including attorneys’ fees).

The only exceptions to the Arbitration Agreement are: (i) you and lululemon may assert claims or seek relief in small claims court if such claims qualify and remain in small claims court; and (ii) you or lululemon may seek equitable relief in court for infringement or other misuse of intellectual property (such as trademarks, trade dress, domain names, trade secrets, copyrights, and patents). For purposes of this Arbitration Agreement, “Dispute” will also include disputes that arose or involve facts occurring before the existence of this or any prior versions of the Terms, as well as claims that may arise after the termination of these Terms.

## **Waiver of Jury Trial**

YOU AND LULULEMON HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. You and lululemon are instead electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified in this Arbitration Agreement. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

## **Waiver of Class and Other Non-Individualized Relief**

YOU AND LULULEMON AGREE THAT, EXCEPT AS SPECIFIED IN THE BATCH ARBITRATION CLAUSE BELOW OR OTHERWISE PROHIBITED BY LAW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS, AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE, OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Nothing in this paragraph is intended to, nor shall it, affect the terms and conditions under the subsection entitled "Batch Arbitration." Notwithstanding anything to the contrary in this Arbitration Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class and Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), you and lululemon agree that that particular claim or request for relief (and only that particular claim or

request for relief) shall be severed from the arbitration and may be litigated in the state or provincial (as applicable) or federal courts located in either the State of Washington if arising in the United States or in the Province of British Columbia if arising in Canada. All other Disputes shall be arbitrated or litigated in small claims court. This subsection does not prevent you or lululemon from participating in a class-wide settlement of claims.

## **Pre-Arbitration Claim Resolution**

If a Dispute arises between you and lululemon, lululemon is committed to working with you to reach a reasonable resolution. You and lululemon agree to make good faith, informal efforts to resolve Disputes to seek a prompt, low-cost and mutually beneficial outcome. Before initiating any proceeding, you and we must first give the other an opportunity to resolve the Dispute. We will reach out to you via your information on file and you will reach us by emailing us at [TERMSOFUSE@LULULEMON.COM](mailto:TERMSOFUSE@LULULEMON.COM) with the following information: (i) your name; (ii) your address; (iii) a written description of our claim in the Dispute; and (iv) a description of the specific relief you seek. If you and we do not resolve the Dispute within forty-five (45) days after receiving said notification, then you or we may pursue the Dispute in arbitration, as detailed below, or, if you have opted out of arbitration as provided under “30-Day Right to Opt Out”, in court.

## **30-Day Right to Opt Out**

Notwithstanding the above, you have the right to opt out of the provisions of this Arbitration Agreement within thirty (30) days from the date that you first consent to these Terms (the “Opt-Out Deadline”). To opt out of arbitration, simply email us at [GEC@LULULEMON.COM](mailto:GEC@LULULEMON.COM) with the following information: (i) your name; (ii) your address; and (iii) a clear statement that you do not wish to resolve Disputes with us through arbitration. Any decision to opt out of arbitration will have no adverse effect on your relationship with us, but we do have to enforce the Opt-Out

Deadline. Any opt-out request received after the Opt-Out Deadline will not be valid, and you will be required to pursue any Dispute in arbitration. If you opt out of this Arbitration Agreement, all other parts of these Terms will continue to apply to you. Opting out of this Arbitration Agreement has no effect on any other arbitration agreements that you may currently have, or may enter in the future, with us.

## **Arbitration Procedures**

If the Dispute is not resolved as provided under “Pre-Arbitration Claim Resolution” within forty-five (45) days, either you or we may initiate arbitration proceedings. The AAA will administer all Disputes, and the arbitration will be conducted before a single arbitrator, in accordance with the Consumer Arbitration Rules then in effect, except as modified by this Arbitration Agreement. The AAA rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. These Terms govern in the event of any conflict with the applicable arbitration rules.

The arbitrator shall have exclusive authority to resolve any Dispute, including, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement, except for the following: (i) all Disputes arising out of or relating to the subsection entitled “Waiver of Class and Other Non-Individualized Relief,” including any claim that all or part of the subsection entitled “Waiver of Class and Other Non-Individualized Relief” is unenforceable, illegal, void, or voidable, or that such subsection entitled “Waiver of Class and Other Non-Individualized Relief” has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled “Batch Arbitration,” all Disputes about the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator; (iii) all Disputes about whether either party has satisfied any condition precedent to arbitration shall be decided only by a court of competent jurisdiction and

not by an arbitrator; and (iv) all Disputes about which version of the Arbitration Agreement applies shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled “Batch Arbitration.”

A party who wishes to initiate arbitration must provide the other party with a request for arbitration (the “Request”). The Request must include: (i) the name, telephone number, mailing address, and email address of the party seeking arbitration and the account username (if applicable), as well as the email address associated with any applicable account; (ii) a statement of the legal claims being asserted and the factual bases of those claims; (iii) a description of the remedy sought and an accurate, good-faith calculation of the amount in controversy in United States Dollars; (iv) a statement certifying completion of the Pre-Arbitration Claim Resolution process as described above; and (v) evidence that the requesting party has paid any necessary filing fees in connection with such arbitration.

The arbitration will be conducted in English, closed to the public, and confidential. You and we agree that all materials and documents exchanged during the arbitration proceedings shall be kept confidential and shall not be shared with anyone except the parties’ attorneys, accountants, or business advisors, and then subject to the condition that they agree to keep all materials and documents exchanged during the arbitration proceedings confidential. All related records shall be kept confidential, except as necessary to obtain court confirmation of the arbitration award.

The Terms evidence a transaction which may involve interstate commerce; notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. § 1 et seq., will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings.

Nothing herein will preclude us from seeking provisional remedies in aid of arbitration (such as orders to stay a court action or compel arbitration), temporary restraining orders or similar relief, or redress for potential violations of our intellectual property rights, from any court of competent jurisdiction.

### **Attorneys' Fees and Costs**

The parties shall bear their own attorneys' fees and costs in arbitration unless the arbitrator finds that either the substance of the Dispute or the relief sought in the Request was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). Your responsibility to pay any AAA fees and costs will be solely as set forth in the applicable AAA Rules. If you or we need to invoke the authority of a court of competent jurisdiction to compel arbitration, then the party that obtains an order compelling arbitration in such action shall have the right to collect from the other party its reasonable costs, necessary disbursements, and reasonable attorneys' fees incurred in securing an order compelling arbitration. The prevailing party in any court action relating to whether either party has satisfied any condition precedent to arbitration is entitled to recover their reasonable costs, necessary disbursements, and reasonable attorneys' fees and costs.

### **Arbitration Award**

The arbitrator may award on an individual basis any relief that would be available pursuant to applicable law. The arbitrator will make any award in writing but need not provide a statement of reasons unless requested by a party. Such award will be final and binding on the parties and may be entered in any court having jurisdiction over the parties for purposes of enforcement.

### **Location of Arbitration**

Unless you and lululemon otherwise agree, or the “Batch Arbitration” process discussed in the subsection below is triggered, the arbitration will be conducted in the country where you reside. Subject to the AAA Rules, the arbitrator may direct a limited and reasonable exchange of information between the parties, consistent with the expedited nature of the arbitration. If the AAA is not available to arbitrate, the parties will select an alternative arbitral forum.

## **Batch Arbitration**

To increase the efficiency of administration and resolution of arbitrations, you and we agree that in the event that there are one hundred (100) or more individual Requests of a substantially similar nature filed against lululemon by or with the assistance of the same law firm, group of law firms, or organizations, within a thirty (30) day period (or as soon as possible thereafter), the AAA shall (i) administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining requests); (ii) appoint one arbitrator for each batch; and (iii) provide for the resolution of each batch as a single, consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award (“Batch Arbitration”).

All parties agree that Requests are of a “substantially similar nature” if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process (“Administrative Arbitrator”). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such



procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by lululemon.

You and we agree to cooperate in good faith with the AAA to implement the Batch Arbitration process, including the payment of single filing and administrative fees for batches of requests, as well as any steps to minimize the time and costs of arbitration, which may include: (i) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (ii) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective, and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

### **Invalidity, Expiration**

Except as provided in the subsection entitled "Waiver of Class or Other Non-Individualized Relief", if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect. You further agree that any Dispute that you have with lululemon as detailed in this Arbitration Agreement must be initiated via arbitration within the applicable statute of limitation for that claim or controversy, or it will be forever time-barred. Likewise, you agree that all applicable statutes of limitation will apply to such arbitration in the same manner as those statutes of limitation would apply in the applicable court of competent jurisdiction.

### **Modification**

Notwithstanding any provision in these Terms to the contrary, you and we agree that if lululemon makes any future material change to this Arbitration Agreement, it will notify you as set forth above. Unless you

reject the change within thirty (30) days of such change becoming effective by writing to lululemon at [TERMSOFUSE@LULULEMON.COM](mailto:TERMSOFUSE@LULULEMON.COM), your continued use of the lululemon Site and/or Services, including the acceptance of products and services offered on the Site following the posting of changes to this Arbitration Agreement, constitutes your acceptance of any such changes. Changes to this Arbitration Agreement do not provide you with a new opportunity to opt out of the Arbitration Agreement if you have previously agreed to a version of these Terms and did not validly opt out of arbitration. If you reject any change or update to this Arbitration Agreement, and you were bound by an existing agreement to arbitrate Disputes as of the date you first accepted the Terms (or accepted any subsequent changes to these Terms), those agreements to arbitrate remain in full force and effect. lululemon will continue to honor any valid opt outs of the Arbitration Agreement that you made to a prior version of these Terms.

## ***16. GOVERNING LAW***

All litigation, court proceedings, arbitration proceedings, mediation proceedings, lawsuits, court hearings, and other hearings or actions initiated in connection with the Platform and/or the Content must and will be venued exclusively in Seattle, Washington. These Terms and the relationship between you and lululemon will be governed by the laws of the State of Washington and the federal laws of the United States applicable therein, without giving effect to principles of conflict of laws of any jurisdiction. The United Nations Convention on Contracts for the International Sale of Goods will not apply in any way to these Terms or to the transactions contemplated by these Terms.

## ***17. MISCELLANEOUS***

If any provision of these Terms is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms will be reformed, construed, and enforced in such

jurisdiction as if such provision had never been contained herein. Any headings or titles herein are for convenience only.

## ***18. LANGUAGE***

You agree it is the express wish between you and lululemon that the official language of these Terms and all communications and agreements between lululemon and you and any proceedings in connection with these Terms and/or your use of the Platform exclusively shall be made in the English language. lululemon and you waive any rights we or you may have under any other law to have these Terms written in another language. Any translation of these Terms will be for convenience only.

## ***19. NO PARTNERSHIP***

You agree that no joint venture, partnership, employment, or agency relationship exists between you and lululemon as a result of these Terms, the Privacy Policy, or any use of the Platform. lululemon's performance of these Terms is subject to existing laws and legal process. Nothing contained in these Terms or the Privacy Policy is in derogation of lululemon's right to comply with law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by lululemon with respect to such use.

## ***20. ENTIRE AGREEMENT***

These Terms, including all terms and conditions incorporated by reference herein, constitute the entire agreement between you and lululemon with respect to the Platform, Sites, and the Services provided by lululemon, including the sale of products, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and lululemon with respect to the Platform.

## ***21. QUESTIONS OR CONCERNS***

If you have any concerns about material which appears on the Platform, please contact us by emailing us at: [TERMSOFUSE@LULULEMON.COM](mailto:TERMSOFUSE@LULULEMON.COM) or by writing to us at:

lululemon Attn: Legal – Terms of Use 1818 Cornwall Ave Vancouver, BC V6J 1C7 Canada

## **B. TERMS OF SALE**

These Terms of Sale (“Terms of Sale”) describe the terms and conditions in which lululemon sells lululemon products (“Products”) through lululemon-owned stores (each, a “Store”) and through the Platform to you and provide the legal information applicable to the contract formed when you purchase a Product from our Platform or Store (an “Order”). PLEASE READ THESE TERMS OF SALE CAREFULLY. BY ACCESSING, USING, OR PURCHASING THROUGH OUR PLATFORM OR STORES, YOU AGREE TO BE BOUND BY THESE TERMS OF SALE AND ALL TERMS INCORPORATED BY REFERENCE.

1. PLACING AN ORDER. The contract for an Order made on a Platform is formed through the following steps: a) you place an Order, b) we acknowledge and accept the Order, and c) we send you a shipping confirmation. To place an Order, you will be required to submit your name, address, email, phone number, and a valid Payment Method (defined below) on the “Order Summary” page. Please carefully review all Product specifications, including size, color, and price, and any shipping costs, delivery fees, or taxes that may apply to your Order, along with these Terms of Sale. By completing the Order, you accept these Terms of Sale and your obligation to pay the total price. We will acknowledge receipt of your Order by displaying an order confirmation number and/or sending an email to the email address you submitted. If your Order is accepted, we will send an email to confirm acceptance. When your Product is shipped from our warehouse, we will send an email with shipping confirmation. Alternatively, if you have selected “Buy Online, Pick Up in Store”, we will send an email when your Product is available for pickup in your selected Store. If any Product in your Order

becomes unavailable, you will be refunded any respective amount(s) paid via the original Payment Method.

**2. RESTRICTIONS ON PLACING ORDERS.** Products are offered for sale only to end consumers who are of legal age of majority in their place of residence (for example, 18 years of age or older). We reserve the right to not accept Orders placed by consumers under 18 years of age or persons other than end consumers. We only supply Products for domestic and private use. You agree to not purchase any Product for commercial resale. **WE HAVE NO LIABILITY TO YOU FOR ANY LOSS OF PROFIT, LOSS OF BUSINESS, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY.**

**3. AVAILABILITY.** All Products are subject to availability. Some Products on our Platform may not be available in Stores, and vice versa. We will inform you by email as soon as possible if a Product in your Order is not available. We make no representations or warranties that any Products displayed on our Platforms will be available at any time or location.

**4. COLORS, DETAILS, AND PACKAGING.** Product colors, details (e.g., logo placement), and packaging may vary slightly from Platform images. Platform images are for illustrative purposes only. We make every effort to display colors and logo placement as accurately as possible, but we cannot guarantee how such colors will display on your device. Additionally, logo placement is dependent on production lot and timing and may therefore differ from the Platform images.

**5. PAYMENT METHODS.** Acceptable payment methods (each, a “Payment Method”) may vary by Stores and Platform and will be shown on the “Order Summary” page. Such Payment Methods include, but are not limited to, Visa, MasterCard, American Express, Visa Debit, JCB Discover, Paypal, Klarna, Afterpay, and the lululemon gift card (“Gift Card”). We will not charge your Payment Method until we dispatch your Order. We take every reasonable care to ensure your Order and subsequent transactions are conducted via a secure link. To protect

against fraudulent use of Payment Methods, we conduct security checks on all Orders. These security checks take various forms and may involve contacting you by phone before we process your Order. We also procure the services of various credit rating and fraud prevention companies, and we may share details of your Order with them for the sole purpose of detecting and preventing fraudulent use of Payment Methods. Such information will be shared and processed in accordance with our Privacy Policy. Certain Payment Methods, such as Klarna or Afterpay, may be subject to additional requirements for use and approvals by such third parties. When placing an Order using these methods, please be sure to review any additional terms and available documentation.

6. DELIVERY. For Orders that are being shipped to you directly, your Order will be fulfilled by the estimated delivery date indicated in the shipping confirmation, unless an Event Outside Our Control occurs (defined below). If an Event Outside Our Control prevents us from meeting the estimated delivery date, we will contact you with a revised estimated delivery date. Delivery is completed when the Product is delivered to the address submitted in your Order, at which time the Products become your responsibility. You own the Products once we have received payment in full, including any delivery charges. Certain regions may require a “Delivery Fee” to be included on items shipped to addresses in that region. If your designated shipping address requires a Delivery Fee, the amount will be noted and included on the Order Summary page. DELIVERY FEES AND, IF SELECTED, ANY EXPEDITED SHIPPING FEES ARE NON-REFUNDABLE. Further information regarding shipping timing and details is available in our Shipping Policy at <https://info.lululemon.com/help/shipping>.

7. BUY ONLINE, PICK UP IN STORE. Some Products on the Platform may be available for pickup at select Stores (as an Order method, “Buy Online, Pick Up in Store”). This method is not available in all Stores and may be temporarily disabled from time to time. When placing an Order through Buy Online, Pick Up in Store, we will notify you via email when your Order is ready for pickup. Your Order will be held at the selected Store until the close of Store hours that day. Orders that are not picked

up will be canceled and refunded. Only you or your designated contact may pick up the Order. Order confirmation number and photo ID will be required for verification. For more information on Buy Online, Pick Up in Store, see frequently asked questions at <https://info.lululemon.com/help/ordering/buy-online-pick-up-in-store>.

**8. OUR RIGHT TO REJECT OR CANCEL AN ORDER.** We expressly reserve the right, at our sole discretion, to limit, reject, restrict, refuse, or cancel any Order placed by you, wholly or partially, at any time, and without notice or liability for any damages or costs other than the repayment of any amount received from such Order, in certain situations, including, but not limited to:

- if your Order exceeds Product purchase limits in quantity or dollar amount;
- if your purchase history, Membership history, or related accounts show a high volume of exchanges or returns or suspicious volume of purchases;
- if we believe that you ordered or purchased Products (single or cumulative transactions) for resale, tax evasion, or another fraudulent purpose;
- if the delivery address you provide is the address of a freight forwarding entity or individual or an address flagged by our systems as potentially linked to fraudulent or suspect activities;
- if our security systems flag your Order or account details as unusual or susceptible to fraud, discount abuse, or misuse, including fraud related to credit card payments;
- if the Product you seek to purchase is unavailable, not in stock, incorrectly priced, or otherwise incorrectly described;
- if there was a misspelling, mismarked pricing, or other mistake or error in connection with the Order;
- if we are unable to obtain payment authorization;
- if your address, form of payment, or billing information is unverifiable or incorrect;
- if shipping restrictions may apply to a Product in your Order;
- if we believe you are ineligible to make purchases or use a discount program code or are unauthorized to apply a discount or promotion code to your purchase;

- if we cannot deliver to the address provided;
- if you are involved in an ongoing legal dispute with lululemon;
- if you have previously breached the conditions or terms of the Terms of Use, including these Terms of Sale; or
- due to an Event Outside Our Control (see below).

9. LIMITED GUARANTEE. Our Quality Promise is our limited guarantee that the Product you purchase will perform as intended and detailed in each Product's applicable "Why We Made This" section on the hang tag or Product description page on the Platform. This limited guarantee is restricted to one (1) year from the date of purchase, and proof of purchase is required. This limited guarantee does not apply to Products impacted by ordinary wear and tear, personal preference, misuse or accidents. For Products where the Quality Promise does not apply, please see our Return Policy (below). See our Quality Promise page for additional information.

10. RETURNS AND REFUND POLICY. Unless we have stated otherwise (for example, during the holiday season), you have thirty (30) days from the date the Product was purchased in Store or, if delivered, from the date you receive your Order to return such Product to us. You are legally obligated to take reasonable care of the Products while they are in your possession. All returned Products must be unworn and unwashed with hang tags still attached, accompanied by proof of purchase at the time of return. If you are unable to provide a proof of purchase, we may request that additional information, such as photo ID, be provided for verification purposes. All Products are subject to inspection. You will receive a full refund of the price you paid for the Product, less any applicable expedited shipping charges or Delivery Fee, which are non-refundable. lululemon will process the refund as soon as possible, and in any event, within thirty (30) calendar days of the date you gave us notice of the return. If the Products were delivered to you, you must return the Products as soon as reasonably practicable. Unless the Products are faulty or not as described, you will be responsible for the cost of returning the Products to us. You may also return Products to any of our Stores, excluding any outlet Stores. However, if the Product is returned



to a Store whose local currency differs from the original currency of the Order, the refund will be issued in that Store's local currency. Refunds will be issued via the Payment Method of your Order or on a lululemon Gift Card.

Without prejudice to any Consumer Rights, Products excluded from our Returns and Refund Policy are underwear, headwear, Products from "We Made Too Much", and Gift Cards.

For more information on how to return an item and further details, please see our Return Policy, including the Frequently Asked Questions at <https://info.lululemon.com/help/returns/return-policies>.

**11. DISCOUNT AND LOYALTY PROGRAMS.** We make available certain discount and loyalty programs for qualifying individuals. These programs are subject to change and may have additional terms and conditions that apply, including but not limited to the Membership Terms, Sweat Collective Terms and Conditions, and Military & First Responder Terms and Conditions.

Unless otherwise provided for in a separate discount or loyalty program agreement: (i) lululemon may restrict the Payment Methods used in connection with an applicable discount (for example, a debit or credit card may be required); and (ii) you may not purchase product with your applied discount with the intent to commercially resell. lululemon reserves, and you acknowledge and agree that lululemon has, the absolute right to deny use of any discount or refuse Orders for any person suspected of reselling or orders which have characteristics of reselling.

**12. EVENTS OUTSIDE OUR CONTROL.** lululemon is not liable or responsible for any failure to perform, or delay in performance of, any of its obligations under any contract that is caused by events outside our reasonable control ("Events Outside Our Control"). An Event Outside Our Control includes any act, event, non-happening, omission, or accident

beyond our reasonable control, and particularly includes the following, without limitation: (a) strikes, lockouts, or other industrial action; (b) civil commotion, riot, invasion, terrorist attack, threat of terrorist attack, war (declared or not), or threat or preparation for war; (c) fire, explosion, storm, flood, earthquake, subsidence, or other natural disaster; (d) impossibility of the use of railways, shipping, aircraft, motor transport, or other means of public or private transport; (e) impossibility of the use of public or private telecommunications networks; (f) acts, decrees, legislation, regulations, or restrictions of any government; and (g) pandemic or epidemic. lululemon's performance under any contract is deemed to be suspended for that period that the Event Outside Our Control continues, and we will have an extension of time for performance for the duration of that period. We will make reasonable efforts to bring the Event Outside Our Control to a close or to find a solution by which our obligations under the Contract may be performed despite the Event Outside Our Control.

### 13. DISPUTES AND LIMITATION OF LIABILITY

In addition to Section 14 (Limitation of Liability) of the General Terms of Use incorporated herein, these Terms include the entire scope of our AGREEMENT AND UNDERSTANDING CONCERNING ANY CLAIM ARISING FROM OR RELATED TO YOUR SHOPPING, ORDERS, PURCHASES, RETURNS, AND ACCESS OR USE OF LULULEMON STORES AND THE PLATFORM. TO THE EXTENT PERMISSIBLE BY LAW, the maximum aggregate liability of either party to the other on all claims under these terms for any Order or claim that arise or relate to these, whether in contract, warranty, tort (including negligence), strict liability, statute, or otherwise, IS LIMITED TO THE AMOUNT PAID TO LULULEMON FOR THE PRODUCT(S) PURCHASED IN THE RELATED TRANSACTION. In no event shall the maximum aggregate liability exceed one hundred percent (100%) of the price paid for the Product(s) in your order. Nothing in these Terms of Sales limits or excludes our liability for any liability that cannot be limited or excluded by law. IF THESE LIMITATIONS ARE HELD INAPPLICABLE OR UNENFORCEABLE FOR ANY REASON, THEN THE MAXIMUM

LIABILITY OF LULULEMON TO YOU FOR ANY DAMAGES RESULTING FROM YOUR PURCHASE OF A PRODUCT SHALL BE LIMITED TO THE GREATER OF THE ACTUAL AMOUNT PAID BY YOU FOR ANY PRODUCTS OFFERED ON THE SITE OR A MAXIMUM AMOUNT OF USD \$100.00. Some of the above exclusions and limitations do not apply in certain jurisdictions in the United States under applicable consumer protection laws.

Any dispute relating in any way to these Terms of Sale and purchases from the Stores or the Platform, and the use thereof, will be resolved per Section 15 “Arbitration” in the General Terms of Use. THIS SECTION MAY LIMIT CERTAIN RIGHTS. PLEASE REVIEW THE LULULEMON TERMS OF USE FOR FURTHER INFORMATION.

14. THIRD-PARTY RIGHTS. This contract is between lululemon and you. No other person shall have any right to enforce any terms herein.

15. WAIVER. If either party fails to insist that the other perform any of its obligations under these Terms of Sale, or if either party does not enforce its rights against the other party, or delays in doing so, such failure to insist or enforce will not mean that the concerned party has waived its rights against the other, nor that the other party does not have to comply with those obligations. If either party waives a default by the other, it will only do so in writing, and such waiver will not mean that the party will automatically waive any later default.

16. MISCELLANEOUS. If any provision of these Terms of Sale is held to be invalid, illegal, or unenforceable in any respect under any applicable law or rule in any jurisdiction, such invalidity, illegality, or unenforceability will not affect the effectiveness or validity of any provision in any other jurisdiction, and these Terms of Sale will be reformed, construed, and enforced in such jurisdiction as if such provision had never been contained herein. Any headings or titles herein are for convenience only. lululemon's performance of these Terms of Sale is subject to existing laws and legal process, and nothing contained in these Terms of Sale,

the Privacy Policy, Cookie Policy, or Terms of Use is in derogation of lululemon's right to comply with law enforcement requests or requirements relating to your use of the Platform or information provided to or gathered by lululemon with respect to such use.

17. LANGUAGE. English shall exclusively be the official language of these Terms of Sale and any communications, agreements, and proceedings between us. Both parties waive any rights we may have under any other law to have the Terms of Sale written in another language. Any translation of these Terms of Sale will be for convenience only.

18. ENTIRE AGREEMENT. These Terms of Sale, the Terms of Use, Privacy Policy, and Cookie Policy, as applicable, constitute the entire agreement, superseding all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and lululemon with respect to the Platform.

19. REVISIONS TO THESE TERMS OF SALE. We may revise these Terms of Sale from time to time. Every time you place an Order, the Terms of Sale in force at that time will apply to your Order. Whenever we revise these Terms of Sale, we will notify you of material amendments and indicate the most recent date of updates at the top of the Terms page.

20. GOVERNING LAW AND JURISDICTION. These Terms of Sale shall be governed by, construed, and enforced in accordance with the law of the State of Washington, and any applicable local laws therein, without giving effect to any conflict of law provisions.

## **C. GIFT CARDS TERMS AND CONDITIONS**

These Gift Card Terms and Conditions (the "Gift Card Terms") apply to all lululemon physical and electronic Gift Cards ("eGift Cards"), including

all lululemon trade-in, credit, or promotional physical and eGift Cards (each considered a Gift Card) purchased, used, loaded, obtained, or otherwise redeemed (collectively, “Used”) by you.

By Using a Gift Card, you agree to be bound by the Terms, which include these Gift Card Terms, the broader lululemon Terms of Use, Terms of Sale, as applicable, and the terms and conditions of lululemon’s third-party Gift Card providers (as detailed below). To the extent there are conflicts between these Gift Card Terms and the broader lululemon Terms of Use or the Terms of Sale, as applicable, these Gift Card Terms will control with respect to the use, purchase, and redemption of Gift Cards. You agree and acknowledge that lululemon may process your personal information in connection with your Use of Gift Cards in accordance with our Privacy Policy.

In these Gift Card Terms, “you” and “your” specifically means the cardholder who Uses a Gift Card. “Online” means on the Platform.

For balance inquiries, please ask an educator in-Store to check your balance or visit our Gift Cards page on our Site.

## ***1. PURCHASING***

Gift Cards are available for purchase in Stores, Online, and at various other authorized retailers, and are offered in the following denominations:

- Physical Gift Cards purchased in-Store can be purchased in amounts between \$10 and \$1,000.
- Gift Cards purchased Online (both physical and eGift Cards) can be purchased in increments of \$50, \$100, or \$200, with the ability to add in a custom value amount up to \$1,000.

Gift Cards have no value until activated. lululemon reserves the right to suspend or delay activation until payment has been cleared.

It is your responsibility to obtain a receipt for Gift Card purchases and to ensure that the card number listed on the receipt corresponds to the card number printed on the Gift Card.

Gift Cards are only valid if purchased from Stores, Online, or an authorized third-party distributor. A Gift Card is neither valid nor acceptable, and we will not be held liable, if it is obtained from unauthorized sellers or resellers, including Internet auction sites.

#### Limitations:

- lululemon's policies limit the maximum value of each Gift Card to \$2,000, and lululemon uses commercially reasonable efforts to limit the aggregated amount of Gift Cards purchased to \$5,000 per day (within a 24-hour period), per individual across Stores and Online.
- You may not use third-party gift cards (e.g., mall gift cards) to purchase a Gift Card.
- Your lululemon Gift Card balance cannot be used to purchase other Gift Cards.
- Gift Cards may not be purchased using promotional offers or discounts.
- A Gift Card is not a credit, debit, or charge card. No implied warranties attach to purchased Gift Cards.
- Gift Cards cannot be returned; resold; used for payment outside of Stores or Online; used for unauthorized advertising, marketing, sweepstakes, or promotional or commercial purposes; redeemed for more than face value; transferred for value; redeemed for cash; returned for a cash refund (except to the extent required by law); or used in a manner otherwise prohibited by lululemon. No portion of your Gift Card balance may be transferred to another person, lululemon Wallet, or lululemon account or applied to any other account, except to the extent required by law.
- If purchasing Online, lululemon will not be liable for any failure or delay in delivery. You are obligated to provide the correct address or email address, as applicable. lululemon is not responsible for Gift Cards that are undeliverable or not received due to inaccurate delivery information.

- lululemon is not liable for Gift Cards purchased or sold via websites that facilitate the aftermarket sales of pre-owned merchandise (e.g., Facebook, eBay, Craigslist). Gift Cards obtained or purchased from non-lululemon sources may be invalid or have a lower redeemable balance or value than the unauthorized vendor represented. lululemon is not obligated to honor invalid Gift Cards or balances or values that have been misrepresented or are incorrect.

## **2. REDEMPTION**

Gift Cards can only be redeemed in Stores and Online. Gift Cards cannot be used at other retailers (shop-in-shops), such as Harrods or Brown Thomas, or franchises or with our wholesale partners (for example, fitness studios).

If you are purchasing a Gift Card from an authorized third-party retailer, redemption may be restricted to Stores and the Site in that country of purchase. It is your responsibility to review any additional terms and conditions at the time of purchase.

When you use the Gift Card to make a purchase, the amount available on the Gift Card is reduced by the purchase amount, and each subsequent purchase is deducted from the balance. The use of your Gift Card for purchases is a demand for and withdrawal from the remaining value on your Gift Card. The balance will remain on the Gift Card until it is decreased to zero. You must have sufficient available funds on a Gift Card to make any purchase or otherwise pay any difference between the available funds and the purchase amount using an acceptable Payment Method.

You do not have the authority to halt a purchase initiated with your Gift Card, and you are liable for any such transaction. lululemon reserves the right to refuse a Gift Card or limit its use if lululemon has reason to believe that the Use is unauthorized, fraudulent, or otherwise illegal.

## Restrictions:

- No more than five (5) Gift Cards can be redeemed at a time.
- Gift Cards cannot be redeemed in the following countries: Qatar, Bahrain, Oman, Kuwait, United Arab Emirates, Mexico, Saudi Arabia, Israel.
- Gift Cards purchased in Thailand are only redeemable for purchases at lululemon retail stores in Thailand.
- Gift Cards purchased in China are only redeemable for purchases at lululemon retail stores in China.
- Gift Cards cannot be used in Store or Online in combination with certain discount programs, including, but not limited to, the Teams, and Bulk sales.
- Gift Cards are not eligible for redemption on the lululemon Like New website or in connection with Experiential Store offerings (e.g., Fuel Space or workout classes).
- Gift Cards cannot be used to purchase certain ineligible goods and services (e.g., lululemon Studio or Peloton products or subscriptions). To pay for an order that includes any ineligible items, you may need to provide a credit card, debit card, or another valid payment method. Eligible goods and services are subject to change at our discretion.
- Gift Cards cannot be transferred to another account after you have redeemed the claim code.
- Gift Cards cannot be used as payment for orders placed for commercial purposes (i.e., sourcing inventory online). You are not permitted to Use Gift Cards to fulfill sales or fund purchases with the intent of reselling or exporting the goods or services.

## **3. RETURNS**

Subject to the Returns Policy, all returns for purchases made with a lululemon Gift Card will be refunded by crediting a Gift Card or issuing a new Gift Card in the amount originally applied to the returned item. If multiple Payment Methods were used for the purchase, the portion paid for with a lululemon Gift Card will be refunded accordingly.

## **4. RISK OF LOSS**



The risk of loss and title for Gift Cards passes to the purchaser upon sale, upon lululemon's electronic transmission of the Gift Card to the purchaser or designated recipient, or lululemon's delivery to the carrier, whichever is applicable.

You are responsible for safeguarding your Gift Card from unauthorized use. lululemon is not responsible if any Gift Card is lost, stolen, or destroyed or if your Gift Card is Used without your permission. lululemon will not replace or replenish Gift Cards that are lost, stolen, or Used without authorization.

If you create a lululemon account, you may add Gift Cards to your lululemon account balance ("Account Balance"). lululemon is not responsible if your Account Balance is Used without your permission.

**Beware of gift card scams.** Do not share your Gift Card number and PIN if you are NOT purchasing an item from Stores or Online. You can report potential scams to your local law enforcement and the FTC ([reportfraud.ftc.gov](http://reportfraud.ftc.gov)). Many gift card scams request payment by a gift card. Go to [FTC.gov/giftcards](http://FTC.gov/giftcards) to learn more about gift card scams. lululemon is not responsible for and assumes no liability to you for any unlawful conduct or fraud by any third party associated with any gift card.

## ***5. EXPIRATION OF GIFT CARDS.***

Gift Cards issued in the United States or Canada never expire or accrue fees.

## ***6. VIOLATION OF THESE TERMS; SUSPENSION; FRAUD***

By Using a Gift Card, you agree to comply with our Terms and not Use a Gift Card in a way that is harmful to lululemon, its affiliates, or its guests. If you engage in a prohibited activity that violates our Terms, company policies, or that, in our sole discretion, disrupts or harms our customers,

reputation, goodwill, business, or operations, we may take additional action(s) against you and impose restrictions on Gift Cards, including Gift Card balances, services, and accounts, Orders, and purchases.

We reserve the right, without prior notice, at any time and in our sole discretion, to (i) prohibit you from purchasing, claiming or redeeming, or reloading Gift Cards; (ii) void, limit, modify, deactivate, suspend, or refuse to accept Gift Cards (including as a component of your Online balance) and not provide a refund; (iii) cancel or limit Orders and fulfillment (including Orders relating to Gift Cards and balances used to make purchases); or (iv) close or suspend accounts and access to our services. This may occur under certain situations, including, but not limited to, (a) if a Gift Card was obtained, used, or applied to an Online account or used as payment in a manner that is fraudulent, illegal, or in violation of our Terms and policies; (b) if the Gift Card balance uploaded or applied to an Online account exceeds a legal or regulatory limit; (c) if we experience an issue with the on-file payment (e.g., insufficient funds) and/or need to verify information for payment to clear; and/or (d) if an update or change in law imposes new legal requirements.

## ***7. COMPLIANCE WITH LAWS***

Your Use of a Gift Card certifies and represents to lululemon that the activities in which the Gift Card will be used will comply with the Terms and all applicable laws, rules, and regulations and that the Gift Card will not be used in any manner that is misleading, deceptive, unfair, or otherwise harmful to guests. In addition, you agree to defend and indemnify lululemon and its subsidiaries and affiliates from and against any claims, expenses, or liabilities made against or incurred by any of them in connection with your Use of a Gift Card or violation of the Terms. You agree to release lululemon from and against all claims and expenses you may have and liabilities you may incur in connection with your Use of the Gift Card or violation of any of the Terms.

## ***8. NO PROMOTIONAL USE OR AFFILIATION WITH LULULEMON***

Gift Cards may be used as personal or business gifts but may not be used in connection with any marketing, advertising, or other promotional activities (including, without limitation, via websites, Internet advertisements, email, telemarketing, direct mail, newspaper and magazine advertisements, and radio and television broadcasts).

It is strictly prohibited to use lululemon's name, logo, trade dress (including any image/likeness of the Gift Cards), or other intellectual property, including, without limitation, trademark and copyright, in connection with Gift Cards in any way that states or implies that any person, website, business, product, or service is endorsed or sponsored by or otherwise affiliated with lululemon or any of its subsidiaries or affiliates.

## ***9. LIMITATION OF LIABILITY***

LULULEMON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING GIFT CARDS, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY AND OUR SOLE LIABILITY SHALL BE THE REPLACEMENT OF SUCH GIFT CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

## ***10. DISPUTES***

Any dispute relating in any way to Gift Cards, and the Use thereof, will be resolved in accordance with Section 15 "Arbitration" in the General Terms of Use.

NOTE, THIS SECTION MAY LIMIT CERTAIN RIGHTS. PLEASE REVIEW THE LULULEMON TERMS OF USE FOR FURTHER INFORMATION.

## **11. GENERAL**

### i. Governing Law

When you purchase, receive, or redeem a Gift Card, you agree that the laws of the State of Washington and the federal laws of the United States, without regard to principles of conflict of laws, will govern these Gift Card Terms.

### ii. Third-Party Gift Card Providers

lululemon utilizes third-party providers to issue, administer, and provide Gifts Cards to you. lululemon may terminate or modify the relationships with such providers without notice to you. No unlicensed vendor may resell a Gift Card under penalty of law; unlawful resale or attempted resale may result in seizure and cancellation without compensation.

#### **CashStar: lululemon eGiftCards**

- eGift Cards purchased and delivered via email are issued by our third-party partner, CashStar.
- See lululemon's CashStar eGift Card terms and conditions for additional terms that may apply.

#### **Trove: lululemon Like New Gift Cards**

- Gift Cards provided in connection with lululemon Like New are issued by our third-party partner, Trove.

### iii. Corporate Program Gift Cards

Bulk Gift Card purchases for businesses can be made through the Corporate Gift Card Program. Bulk purchases for consumers are not accepted. Corporate customers requesting Gift Cards for purchases exceeding the \$5,000 daily aggregate limit available Online or in-Store can purchase Gift Cards by emailing [CORPORATEGIFTCARDS@LULULEMON.COM](mailto:CORPORATEGIFTCARDS@LULULEMON.COM).

## **D. MOBILE APPS END USER TERMS**

DOWNLOADING, INSTALLING, OR USING THE LULULEMON APP CONSTITUTES ACCEPTANCE OF THESE MOBILE APPS END USER TERMS (the “EULA”), INCLUDING ANY REVISIONS BY LULULEMON FROM TIME TO TIME, AND IS A BINDING AGREEMENT BETWEEN YOU AND LULULEMON GOVERNING THE USE OF THE APP. IF YOU DO NOT AGREE TO THESE TERMS, YOU SHOULD UNINSTALL THE APP FROM YOUR DEVICE IMMEDIATELY. To the extent there are conflicts between this EULA and the broader lululemon Terms of Use or the Terms of Sale, as applicable, this EULA will control with respect to the use of and access to the App.

### ***1. GOVERNING TERMS FOR THE APPS***

This EULA supplements and incorporates (i) the Apple, Inc. terms and conditions (located at [www.apple.com/legal/itunes/us/terms.html#service](http://www.apple.com/legal/itunes/us/terms.html#service)), including, without limitation, the Licensed Application End User License Agreement provided therein (“Apple Terms”); and (ii) other lululemon policies (“lululemon Policies”), including the Terms of Use posted on the Sites. If any of the provisions of the Apple Terms or any applicable lululemon Policies conflict with this EULA, this EULA will control, solely to the extent such terms apply to the App.

Notwithstanding the foregoing, this EULA is executed between you and lululemon and not between you and any other party, including Apple for iOS users . lululemon is not responsible for any applicable third-party

agreement between you and any third-party, including your wireless provider.

## ***2. LICENSE TO THE APP***

Subject to this EULA, lululemon grants you a personal, non-exclusive, non-transferable, limited and revocable license to use the App for personal and non-commercial use on your supported Device. Any use of the App in any other manner, including, without limitation, resale, transfer, modification or distribution of the App or the Content contained therein is prohibited. This EULA and associated license also govern any updates to, or supplements or replacements for, the App unless separate terms accompany such updates, supplements or replacements, in which case the separate terms will apply.

## ***3. USER INFORMATION AND THE APP***

You agree to: (a) provide true, accurate, current and complete information about yourself as required for purposes of registration (the "Registration Data") and (b) maintain and promptly update the Registration Data to keep it true, accurate, current and complete.

## ***4. PERSISTENT LOG-IN***

You have the option to use the "persistent log-in" feature, which allows you to remain logged-in while the App is closed to avoid having to reenter your log-in information each time you open the App. If you choose to exercise this option, you understand that anyone who gains access to your mobile device will be able to access and use all of the functionality as found on the App, including the payment functions. By agreeing to use of this feature you understand and agree that you are responsible for any charges or actions on your account.

## ***5. NO INCLUDED MAINTENANCE, SUPPORT OR WARRANTY.***

lululemon may deploy changes, updates, or enhancements to the Apps at any time. You acknowledge that neither Apple (for iOS App) nor Google (for the previously available Android App) has an obligation to furnish any maintenance or support services in connection with the App.

YOUR USE OF THE MOBILE APP IS AT YOUR SOLE RISK. THE MOBILE APP IS PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. SMARTSHEET EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

The App is only available for supported Devices and might not work on every Device. Determining whether your Device is a supported or compatible Device for use of the App is solely your responsibility, and downloading the App is done at your own risk. lululemon does not represent or warrant that the App and your device are compatible or that the App will work on your device.

lululemon is not responsible for unauthorized use of your Device, including mobile payments made where the Device may have been lost or stolen even when you have notified lululemon about the Device being lost or stolen.

For iOS App Users: In the event lululemon fails to conform to any applicable warranty, you may notify Apple, and Apple will, if applicable, refund the purchase price for the App. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE WILL HAVE NO OTHER WARRANTY OBLIGATION WHATSOEVER WITH RESPECT TO (A) THE MOBILE APP, AND (B) ANY OTHER CLAIMS, LOSSES, LIABILITIES, DAMAGES, COSTS, OR EXPENSES ATTRIBUTABLE TO ANY FAILURE TO CONFORM TO ANY WARRANTY.

For Android App Users: LULULEMON HAS CHOSEN TO NO LONGER SUPPORT ITS ANDROID APP AND DISCLAIMS ALL WARRANTIES

OF ANY KIND, WHETHER EXPRESSED OR IMPLIED. FURTHER, GOOGLE EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT.

## ***6. CARRIER CHARGES***

You hereby agree and acknowledge that your use of the App may involve data charges which are your responsibility as between you and your wireless service provider.

## ***7. PRIVACY OF YOUR INFORMATION***

Some functionality of the App, including location-based services and functionality, may require the transmission of personal information provided by the you, including your name and passwords, addresses, e-mail addresses, financial information (such as credit card numbers), GPS Location (“Your Information”). If you choose to use such functionality, you consent to the collection by lululemon of Your Information and to the transmission of Your Information to lululemon and, its agents and/or service providers and authorizes lululemon, its agents and/or service providers to record, process and store Your Information as necessary for the App functionality and for purposes described in the lululemon Privacy Policy located at [//www.lululemon.com/privacy](http://www.lululemon.com/privacy).

You are solely responsible for maintaining the confidentiality and security of Your Information transmitted from or stored on a Device for purposes of the App. You agree to immediately notify lululemon of any breach of security. lululemon shall not be responsible for any losses arising out of the loss or theft of Your Information transmitted from or stored on a Device or from unauthorized or fraudulent transactions associated with the App, unless such unauthorized or fraudulent transactions arises from lululemon’s breach of its obligations under the Privacy Policy, this EULA and the lululemon Policies, its negligence or willful misconduct.



For further information concerning how we collect, use and disclose information pertaining to the App, see the lululemon Privacy Policy.

## ***8. CONSENT TO ELECTRONIC COMMUNICATIONS AND SOLICITATION.***

By downloading the App, you authorize lululemon to send you (including via push notifications) information regarding the products and services made available through the App. You can review your account notification settings and adjust your messaging preferences, including opting-in to additional messages or unsubscribing to certain messaging through your Device's notification settings.

## ***9. ACCEPTABLE USE, REVIEWS AND OTHER USER SUBMITTED CONTENT***

Your use of the App and any Content contained therein and Your Information transmitted in connection with the App is limited to the contemplated functionality. You agree that your use of the App and any Content must comply with this EULA, including as applicable, Apple Terms and the lululemon Policies.

## ***10. SUSPENSION AND TERMINATION OF THE APPS***

lululemon reserves the right to suspend or terminate your access to the App at any time, including by means of no longer supporting or maintaining an App. You understand that if your account is suspended or terminated, you may no longer have access to the App.

## ***11. INTELLECTUAL PROPERTY RIGHTS.***

In the event of a third-party claim that the App, or your possession and use of the App, infringes such third party's intellectual property rights, lululemon will be solely responsible for the investigation, defense,

settlement and discharge of any such intellectual property infringement claim.

Notwithstanding the foregoing, the App may utilize copyrighted materials, in particular open-source software, to make the App available to you. In such cases, the applicable copyright holder continues to own and determine how such software is further distributed. You may request a complete list of any applicable open-source software by contacting lululemon.

## ***12. THIRD PARTY BENEFICIARY***

Apple and its subsidiaries are third-party beneficiaries of these Terms. Upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you as a third-party beneficiary thereof.

## ***13. PRICING AND QUANTITIES***

The App provides pricing for products that are carried by lululemon both in-store and online. The pricing shown to you through use of the App may only be good for purchases made online or through the App and may differ from in-store pricing.

Price and availability information is subject to change without notice. While lululemon takes great care to ensure our information is accurate, mistakes may occur. When a mistake is noticed, lululemon will correct it as soon as possible and notify customers who are affected. Where necessary, an order may be cancelled prior to shipping the product. lululemon reserves the right to limit quantities. Not all products shown in the App are available in-store, as some products can only be found online.

lululemon will not have the obligation to accept or fulfil purchases via the Android App after July 5, 2023, if you have questions regarding

purchases made through the Android App, please contact our Guest Education Center.

## **E. LULULEMON MEMBERSHIP TERMS**

Where lululemon Membership Program Terms and Conditions (“Membership Program Terms”) are subject to and made a part of the broader lululemon Terms of Use and Terms of Sale, as applicable, and apply to your access to and participation in the lululemon Membership Program (the “Membership Program”). You agree and acknowledge that lululemon may process your personal information in connection with your participation in the Membership Program in accordance with our Privacy Policy.

The Membership Program is operated by lululemon. Except as described herein, these Membership Program Terms do not alter in any way the broader Terms of Use, or terms or conditions of any other agreement you (“Member,” “you,” or “your”) may have with lululemon for other products and services. To the extent there are conflicts between these Membership Program Terms and the broader lululemon Terms of Use or the Terms of Sale, as applicable, these Membership Program Terms will control with respect to the Membership Program.

### ***1. OVERVIEW OF MEMBERSHIP PROGRAM***

The Membership Program consists of two levels (the “Membership Levels”): (1) a free-to-join level (the “lululemon Essential Level”) available to all eligible guests with a lululemon account (you can sign up online or in-store); and (2) a subscription-related level (the “lululemon Studio All-Access Level”) available to eligible guests who (i) have a lululemon account (you can sign up online through the lululemon website or lululemon app, or in-store), (ii) are the primary account owner of an active subscription with lululemon Studio All-Access (“lululemon Studio All-Access Subscription”), and (iii) own the lululemon Studio Mirror hardware. Note that the lululemon Studio All Access Level relates to

benefits described as part of this lululemon Membership Program and is distinct from the general lululemon Studio All-Access Subscription, which is a subscription to use the services associated with lululemon Studio Mirror hardware. Each of the Membership Levels offers benefits specific to Members meeting the eligibility conditions applicable to the relevant Membership Level.

## ***2. CHANGES; MODIFICATIONS***

**lululemon may change, modify, limit, and/or eliminate the Membership Program and/or all or any portion of these Membership Program Terms or any policy pertaining to the Membership Program from time to time and at its discretion**, including the following: (a) the benefits offered to each Membership Level under the Membership Program; (b) the requirements for membership within each Membership Level; (c) the number of Membership Levels available; (d) the manner in which benefits are earned and redeemed; (e) the eligibility criteria; and (f) any dates, timelines or time periods relevant to these Membership Program Terms. Should we make such an amendment, we will post the changes to the Membership Program Terms as required by applicable law and will indicate the date the Program was last revised.

Should we make such an amendment, we will post the changes to the Membership Program Terms as required by applicable law and will indicate the date the Program was last revised.

In addition, where required by law or at our discretion, we will provide notice of such amendment to Members using email and/or your mailing address, or any other contact information we have for you in our discretion. Where required by law, this notice will be provided at least thirty (30) days before the amendment comes into effect and will set out, where required by law, the new clause, or the modified clause and how it read formerly, and the date on which the amendment will come into effect. You may refuse the amendment and rescind, or cancel your participation in the Membership Program without cost, penalty or cancellation indemnity, by sending us notice to that effect no later than

thirty (30) days after the amendment comes into force, using the information in the notice and by opting out of the Membership Program by following the instructions at Section 4. To the fullest extent permitted by applicable law, your continued participation in the Membership Program after the date specified in such notice constitutes your full acceptance of, and agreement to be legally bound by, the terms the Membership Program, as revised.

Certain benefits may be available only in-store, on the lululemon website, via the lululemon app, or on third-party platforms, as noted in Sections 5 and 6 below. lululemon may, at its discretion, modify these benefits to make them available through additional channels, but it is under no obligation to do so and may choose not to expand the benefit beyond the initial availability.

### ***3. ELIGIBILITY***

To be eligible to participate in the Membership Program, you must (a) be a current resident of the 50 United States, the District of Columbia, or Canada; (b) be a natural person at least 18 years of age (or the age of majority in your jurisdiction of residence, whichever is older); and (c) have a lululemon account (you can sign up online or in-store).

To be eligible to participate at the lululemon Studio All-Access Level, in addition to satisfying the eligibility requirements (a) to (c) above, you must also (d) be the primary account owner of an active lululemon Studio All-Access Subscription; (e) use the same email address for your lululemon account and your lululemon Studio All-Access Subscription; (f) own the lululemon Studio Mirror hardware; and (g) the active lululemon Studio All-Access Subscription is a paying subscription. Eligibility for the lululemon Studio All-Access Level requires acceptance and compliance with the lululemon Studio Subscription Terms of Service and may be limited in some jurisdictions where lululemon Studio Mirror hardware and the lululemon Studio Subscription are not available. See the lululemon Studio Terms of Service for the U.S. and Canada (as applicable) and the Mirror Delivery & Installation Support Page for further details.

Membership benefits are only available while you are in the 50 United States, the District of Columbia, or Canada. You may only have one Membership Program account. The Membership Program is intended for personal use only; commercial entities are not eligible to participate. Unless otherwise allowed by us, your Membership Program account and associated benefits may not be assigned, transferred, or shared with family or friends, and your account and associated benefits are not intended for purchasing items for resale. Employees of lululemon and its affiliates are eligible to join the Membership Program, but some benefits may not be available--see the description of benefits in Sections 5 and 6 below for further details.

#### ***4. JOINING THE MEMBERSHIP PROGRAM; OPT-OUT***

You can create your lululemon account and join the Membership Program on the lululemon website or in-store by providing the requested information and agreeing to these Membership Program Terms. If you already have an online account, you will be prompted at your next login to agree to these Membership Program Terms. If you have an account in-store, you can join the Membership Program by providing requested information and agreeing to these Membership Program Terms during a store visit.

To enroll in the lululemon Studio All-Access Level of the Membership Program after you have satisfied the eligibility requirements outlined in Section 3 above, (1) sign up for a lululemon Studio All-Access Subscription; and (2) follow the above steps to confirm enrollment in the Membership Program using the same email address associated with your lululemon Studio All-Access Subscription. If you are already the primary account owner of a lululemon Studio All-Access Subscription, you will only need to confirm enrollment in the Membership Program by following the above steps using the same email address associated with your lululemon Studio All-Access Subscription. You may also enroll in the Membership Program at the lululemon Essential Level first and then upgrade your Membership to the lululemon Studio All Access Level later by becoming a primary account owner of a lululemon Studio All-Access

Subscription. Please allow 1-2 days for the system to update to your new Membership Level; if you encounter difficulties, please contact us via the GUEST EDUCATION CENTER. Members must maintain an active lululemon Studio All-Access Subscription as the primary account owner to retain lululemon Studio All-Access Level benefits. **Membership will revert to the lululemon Essential Level if your status as the active owner of the lululemon Studio All-Access Subscription or the lululemon Studio Subscription is paused, canceled, or transferred.** If you transfer your status as the primary account owner of a lululemon Studio All-Access Subscription to another user (if permitted under the lululemon Studio All-Access Subscription Terms of Service), you will no longer be eligible for lululemon Studio All Access Level benefits, and the transferee will need to join the Membership Program to enjoy the benefits.

All Members who are not enrolled in the lululemon Studio All-Access Level will be enrolled at the lululemon Essential Level.

A current, valid email address is required for you to be able to participate in and receive benefits in connection with the Membership Program. To notify lululemon of a change of email address, update your account information online on the lululemon website.

You may opt out of the Membership Program at any time by canceling your lululemon account. To cancel your account, submit a deletion request via our PRIVACY PORTAL. If you cancel your account or if your participation in the Membership Program is otherwise terminated, you will not be able to use the benefits of the Membership Program, including in relation to purchases made while a Member of the Membership Program, and all such benefits will become void.

## ***5. MEMBERSHIP PROGRAM BENEFITS - LULULEMON ESSENTIAL LEVEL***

Members enrolled at the Essential Level are eligible for the following benefits, each of which are subject to exceptions as noted:

- Exchange or Credit on Sale Items

Members may return on sale items, under certain conditions, in exchange for a gift card for the balance of the purchase price. “On sale items” include items discounted in-store or online and “We Made Too Much” items, but subject to the exceptions noted below:

- Items purchased with an employee discount, as a part of a special promotion, as part of a one-time promotion, or at outlets or online warehouse sales are not eligible for returns.
- Items in categories not eligible for returns under the GENERAL RETURN POLICIES, such as facemasks and gift cards, may not be returned as part of this benefit. For clarity, items that are not eligible for returns under the general return policies solely because they are on sale items are eligible for returns under this benefit.
- Members may only return on sale items purchased in association with their own account and items with a gift receipt.
- Items purchased or received prior to Member’s enrollment into the Membership Program are not eligible for this benefit, and any returns in connection with this benefit must be made while still a Member.
- At its discretion, lululemon may exclude additional items or discounts from this benefit at any time.

Members may return on sale items in-store only. If a Member returns a combination of on sale and regular-priced items, the Member can choose to receive a gift card for the balance of the entire purchase or receive a refund to the original method of payment for the regular-priced items and a gift card for the balance of the on sale items.

Returns of any kind may not be made to outlet stores.



Unless otherwise stated in these Membership Program Terms, the provisions of the GENERAL RETURN POLICIES, such as return period, condition of returned items, etc., apply.

This benefit is not available to employees of lululemon or its affiliates using an employee discount.

- Receipt-Free Returns

Subject to the GENERAL RETURN POLICIES, Members may return items purchased online or in-store without a receipt so long as the purchase was linked to their account at the time of sale. Items purchased in-store may only be returned receipt-free in-store; items purchased online may be returned receipt-free online or in-store. Items purchased before Member's enrollment into the Membership Program are not eligible for this benefit.

- Free Hemming

Members may have their purchases hemmed by our hemmers, including purchases made before enrolling in the Membership Program. See our HEMMING SERVICE PAGE for further details on our hemming services offer.

This benefit is only available in-store, but both online and in-store purchases are eligible.

- Early Access to Product Drops

Members will be given the ability to view and purchase select early access items before they are generally available in stores or to customers not part of the Membership Program.

Early Access to Product Drops is initially limited to users of the lululemon app. Purchases made in connection with this benefit may not be eligible for discounts, including an employee discount.

This benefit is not available to employees of lululemon or its affiliates using an employee discount.

- Community Events

Members may be able to register for specific periodic community events, which may be offered by lululemon, or third parties, from time to time, at the discretion of lululemon. See the [LULULEMON MEMBERSHIP PAGE](#) for further details. Separate events may have separate requirements or terms, which will be disclosed with such event. This benefit may require Members to register on a third-party platform and agree to any terms and conditions for the use of that platform. Event schedules are subject to change and cancellation.

- Select Classes on App

Members will have access to select pre-recorded classes (initially limited to users of the lululemon app). Included classes and scheduled releases of new uploads are subject to change by lululemon at its discretion. See the [LULULEMON MEMBERSHIP PAGE](#) for further details.

## ***6. MEMBERSHIP PROGRAM BENEFITS – LULULEMON STUDIO ALL-ACCESS LEVEL***

Members enrolled at the lululemon Studio All-Access Level are eligible for all the benefits at the Essential Level plus the following benefits, each of which is subject to exceptions as noted:

- 10% Off Your Gear

Members at the lululemon Studio All-Access Level are entitled to a 10% discount on purchases made online, in-store, and via the lululemon app, subject to the exclusions and limitations set forth below in this section. When purchasing online or via the lululemon app, the Member can apply this Member benefit by signing in online with the Member's account, placing items in the shopping cart, and clicking the relevant discount toggle when completing the purchase. For in-store purchases, the discount will be applied after the Member supplies the appropriate Membership account information (e.g., the Member's e-mail address and showing government-issued proof of identity) at the point-of-sale or to a lululemon educator to connect the purchase with the Member's account. Member would not be eligible for the 10% discount (a) when online, if the Member did not ensure that the discount toggle is on, and (b) when in-store, if the Member does not supply information at the point-of-sale or to a lululemon educator to connect the purchase with the Member's account.

The 10% Off Your Gear discount is available for regular-priced items, and on sale items. For on sale items, the discount related to this benefit is calculated based on the on sale price (not the original undiscounted price). The 10% Off Your Gear discount is for purchases intended for lululemon Studio All-Access Level Members' personal use only and may not be combined with any other offers or discounts, other than on sale items. The 10% Off Your Gear discount is not applicable for the lululemon Studio Subscription or other services, lululemon Studio Mirror hardware or accessories, lululemon or lululemon Studio gift cards, or e-gift cards. Items purchased using the 10% Off Your Gear discount may not be resold. We may limit the amount of spending subject to this discount or applicability to specified items at any time. See the LULULEMON MEMBERSHIP PAGE for current limitations and further details.

This benefit is not available to employees of lululemon or its affiliates.

- Experiential Store Classes

lululemon Studio All-Access Level Members will have access to participation in lululemon's Experiential Store Classes, subject to availability. Locations of Experiential Stores are subject to change. This benefit will require Members to register on a third-party platform and agree to any terms and conditions for the use of that platform. Members may be charged a fee for late cancellation. See the LULULEMON MEMBERSHIP PAGE for further details.

Initially, this benefit can only be accessed via the lululemon website and by users of the lululemon app. This benefit is not available to employees of lululemon or its affiliates.

- Early Access to Events

lululemon Studio All-Access Level Members may (at lululemon's sole discretion) enjoy early access to events.

This benefit is not available to employees of lululemon or its affiliates.

## ***7. MEMBERSHIP PROGRAM COMMUNICATIONS***

Unless you have opted out of receiving marketing communications, we may (at our option) communicate with you about marketing via mail, email, push notifications on the lululemon app, and other channels, including special Member promotions, offers, and more. We may also use these channels to notify you when you are eligible for a benefit, communicate Membership Program changes, and more. Please note that even if you opt-out of receiving marketing or promotional communications, we may continue to send you transactional emails (e.g., notice emails and non-marketing or non-promotional emails), such as those about your account or our ongoing business relations.

## ***8. MISCELLANEOUS***

Without notice to you, other than as required by applicable law, we reserve the right to suspend or terminate your account and/or your participation in the Membership Program if we determine at our discretion that you have violated these Membership Program Terms or that the use of your account or your participation in the Membership Program is unauthorized, deceptive, fraudulent, unfair, or unlawful. For certainty, participation in the Membership Program in any manner that is unauthorized, deceptive, fraudulent, unfair, or unlawful is prohibited, and a breach of these Membership Program Terms. We may, at our discretion, suspend, cancel, or combine accounts that appear to be duplicative. Your participation in the Membership Program is voluntary, and you may withdraw at any time. The use of the word “include,” “includes,” or “including” is illustrative and not limiting.

You are responsible and liable for any applicable federal, state/provincial/territorial, and local income, sales, use, or other taxes which may result from your participation in the Membership Program.

The Membership Program Terms constitute the entire agreement between the Member and lululemon regarding the Membership Program and supersede any prior written or oral terms related thereto.

## **F. FUEL SPACE LOYALTY TERMS**

Where lululemon experiential stores are available, these Fuel Space Loyalty Terms (“FS Terms”) apply to your participation in the Fuel Space Loyalty Program (the “Program”), which is operated by lululemon or, as applicable, our affiliates. By signing up and participating in the Program you agree to be bound by these FS Terms. These FS Terms do not alter in any way the terms or conditions of any other agreement you may have with lululemon or its affiliates and are incorporated into and make up a part of the lululemon Terms of Use.

lululemon may, in its sole discretion, modify the FS Terms at any time. Any updated version will become effective when posted. By continuing to participate in the Program after the FS Terms have changed, you are agreeing to the revised FS Terms. If any of the FS Terms are deemed invalid, void or for any reason unenforceable, only that unenforceable clause will be deemed severable and shall not affect the validity and enforceability of remaining FS Terms.

## ***1. ELIGIBILITY; REGISTRATION***

The Program is intended for individuals, eighteen (18) years of age or older that frequent the Fuel Space counter in our experiential retail stores. There is no fee to sign up for the Program, but as detailed below purchases are required to earn points and rewards. The Program is not available Online or to be used in connection with lululemon's retail stores.

When completing a purchase in Fuel Space, via our third-party provider software, Square, you will have the option to enroll and participate in the Program. You may be asked to provide your first and last name, phone number, and email address. In addition, if you'd like to receive a birthday reward, you may also choose to provide you birthday month and day. Please note, if you choose to not provide a birthday as part of registration, you will not be eligible for a birthday offer.

## ***2. EARNING POINTS***

You will earn one (1) point for every dollar (\$1.00) spent at Fuel Space, excluding tax and tips. Additional points may be available during special promotion periods or offerings.

## ***3. REDEEMING POINTS AND REWARDS***

Earned points can be redeemed only at Fuel Space locations for select food and beverage items or if applicable a discount on future purchase.

Birthday rewards will be communicated to you prior to your birthday (as listed at registration) and can be redeemed on your birthday at Fuel Space locations for the items listed in the communication or equivalent number of points. If the Fuel Space location is unable to provide the listed item, the reward can be substituted or an alternative food or beverage item of equal value.

Points and rewards cannot be redeemed for cash (unless otherwise required by law).

#### ***4. TERMINATION OF THE PROGRAM***

lululemon reserves the right to change, modify, discontinue, or cancel the Program at any time in its discretion.

#### ***5. MARKETING COMMUNICATIONS***

By participating in the Program, you agree to receiving marketing communications from lululemon about Fuel Space and available promotional offerings.

#### ***6. PRIVACY***

lululemon's Privacy Policy, incorporated herein by reference, describes how your personal information is collected, used, shared or otherwise processed by lululemon.

#### ***7. LIMITATION OF LIABILITY***

LULULEMON MAKES NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING GIFT CARDS, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN THE EVENT A GIFT CARD CODE IS NON-FUNCTIONAL, YOUR SOLE REMEDY AND OUR SOLE LIABILITY SHALL BE THE REPLACEMENT OF SUCH GIFT

CARD. CERTAIN LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.

## ***8. DISPUTES***

Any dispute relating in any way to the Program, and the participation therein, will be resolved in accordance with Section 15 “Arbitration” in the lululemon Terms of Use.

Except where prohibited by applicable law, and without limitation to any statutory rights for consumers, you agree that all disputes, claims, and legal proceedings that directly or indirectly arise out of or relate to the Program shall be resolved individually, without resort to any form of class action, and exclusively by the state and federal courts of Delaware and you consent to exclusive jurisdiction and venue in such courts.

NOTE, THIS SECTION MAY LIMIT CERTAIN RIGHTS, PLEASE REVIEW THE LULULEMON TERMS OF USE FOR FURTHER INFORMATION.

## ***9. THIRD PARTY PROVIDER.***

lululemon utilizes a third-party provider, Square, to process payments and manage the Program. Additional Square terms and conditions may apply based on your use of their services, see their terms for additional information, available at

[HTTPS://SQUAREUP.COM/US/EN/LEGAL/GENERAL/UA](https://squareup.com/us/en/legal/general/ua).

# **QUESTIONS OR CONCERNS**



If you have any concerns about material which appears on this Website,  
please contact us by emailing us at:  
TERMSOFUSE@LULULEMON.COM or by writing to us at:

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