# *Your Privacy Rights*

This Privacy Statement (“Privacy Statement”) describes the information that Michaels Stores, Inc., its affiliated companies, subsidiaries and service partners including Aaron Brothers, Inc., Artistree, Inc., Hancock Fabrics, and Lamrite West, Inc. d/b/a Darice, Inc. (collectively, “Michaels”) collects about you; how we use and protect this information; and the choices you can make about how we use this information.

## Information Covered by This Statement

This Privacy Statement applies to information, including personal information, collected about you by Michaels. Personal information is information that could reasonably allow you or your household to be identified. Some Michaels sites (such as Michaels.com, michaelswedding.com, michaelskids.com and aaronbrothers.com) may contain links to non-Michaels sites. We are not responsible for the privacy policies of those sites. We recommend you review the privacy policies of each site you visit.

## Information We Collect

We may collect information about you from a variety of sources, including information we collect from you directly; information we collect about you when you visit our sites, use our services, make purchases, or view our online advertisements; and information we collect about you from other sources. We collect personal information about our users over time and across different websites when you use this website or service. Third party service providers may also collect personal information this way.

### Information we collect directly from you:

We collect information directly or indirectly through your use of the website, register with our site, participate in our offers and programs, purchase products from our site or in stores, call Customer Care, participation in the Michaels Maker Community, or otherwise provide information directly to us. The following are examples of information we may collect directly from you:

* Name, email address, postal address
* Username and password.
* Phone number or mobile number.
* Age.
* Geolocation information.
* Date of birth.
* Demographic information.
* Payment information (such as a credit card) and transaction history.
* Future communication preferences.

### Information we collect when you visit our sites, use our services, or view our online advertisements:

We use cookies and other technologies to collect information about you when you visit our sites, use our services, or view online advertisements. The following are examples of information we may collect with these technologies:

* Your browser type and operating system.
* Web pages you view.
* Links you click.
* IP address.
* Site you visited before coming to our site.
* Michaels emails you open and/or forward.
* Michaels offers or links you connect to via emails.

### Information we collect from other sources:

We may obtain information about you from other sources, including commercially available sources, such as data aggregators and public databases. The following are examples of information we may collect from other sources:

* Name, postal address.
* Age.
* Income level.
* Marital status and number of children.
* Your interests such as hobbies and pets.
* Consumer and market research data.
* Purchase behavior.
* Publicly observed data or activities, such as blogs, videos, internet postings, user generated content, and in-store shopping behavior.

All of the information we collect about you may be combined, which helps us tailor our communications to you and maximize your customer experience with Michaels.

### “Do Not Track”

Do Not Track (DNT) is a privacy preference that users can set in certain web browsers. When a user turns on DNT, the browser may send a signal or other message to web services requesting that they “do not track” the user. At this time, we do not change our practices in response to Do Not Track browser settings. For information about do not track, visit www.allaboutdnt.org.

## How We Use This Information

To provide offers, products and services. We use the information we collect to provide the products and services you request, to tell you about other products and services offered by Michaels, and to manage our sites and services.

The following are ways we may use the information we collect about you:

* Send offers and information.
* Develop new products and services.
* Enroll you in contests, programs, or offers you request.
* To provide you with other services.
* Create and manage your account.
* Process payment for purchases or other services.
* Protect against or identify possible fraudulent transactions.
* Provide you with customized, unsolicited offers and information about Michaels products and services.
* Develop and provide advertising tailored to your interests.
* Analyze the use of our products, services and sites.
* Understand how you arrived at our site.
* Determine the effectiveness of our advertising.
* Enforce our Terms and Conditions and otherwise manage or protect our business.
* In the event of a sale of Michaels, we may transfer your information as part of the transaction.

## Your Choices & Access to Your Information

We give you choices about how we communicate with you.

Electronic and Mobile Communications. We only send you promotional mobile or email messages if you provide us with your contact information and opt in to receive the messages. You can stop receiving promotional mobile and email messages from Michaels by following the instructions provided in any such message you receive.

You agree that by opting-in and providing your wireless telephone number to Michaels you’re expressly consenting to receive automated marketing text messages from Michaels to the mobile number provided. Consent is not required to purchase goods or services. You further understand that your information will be used as described here

Postal Mail. We may mail you unsolicited offers or product information that we believe is of interest to you. Promotional postal mail may contain opt out instructions, and you can stop receiving promotional postal mail from us by following those instructions.

Access. You can view, correct or update the personal contact information you provide us by navigating to “My Michaels” and logging in with your username and password.

## How to Opt-In and Opt-Out of Communications

Our Site provides you the opportunity to opt-in and to opt-out of receiving communications from Michaels. To have your information removed from the Michaels database, please contact us with your request online, by email or by phone as follows:

**Online.** Visit the “Contact Us” form on our website, and submit the completed form.

**By email.** Send an email to custhelp@michaels.com from your email address of record with a subject line of UNSUBSCRIBE.

**Click “Unsubscribe.”** Each email we send you contains an “UNSUBSCRIBE” link at the bottom of the email. Open your email, click “UNSUBSCRIBE”, and follow the instructions on the screen to change your communication preferences.

**By phone.** Call 1-800-MICHAELS and ask to be removed from future mailings.

**PLEASE NOTE**: If you choose to stop receiving promotional messages from us, we will honor your request. However, we will continue to send you service related communications with respect to transactions and we may need to keep the transaction information we have collected about you for record keeping, to the extent permitted by law.

## Tracking Tools: Cookies, Web Beacons and other Technologies

We may use tracking tools to serve you with interest-based advertising and to better understand your behaviors and browsing activities. We permit third parties to gather information through our websites, including for behavioral advertising purposes. You can opt out of online behavioral advertising by going to www.aboutads.info/choices.

Cookies. A cookie is a small file placed on your computer when you visit a site that can be understood by the site that issued the cookie. We use cookies to monitor how our sites are used and to help personalize your online experience. For example, when you register on our sites, we may store a unique code in a cookie on your computer. The next time you come back to the site from that computer, our servers use the cookie to recognize you. We can then use the information you provided when you registered combined with your activities on our sites to provide you advertising and offers of interest. Most browsers automatically accept cookies. Your browser gives you the ability to delete or reject browser cookies. If you block cookies, certain features on our website may not work. We do not store any sensitive personal information about you in the cookie. If you block or delete cookies, not all of the tracking that we have described in this policy will stop.

Third-Party Advertising. We allow third parties, including business partners and ad networks, to display advertising on our sites. Some of these companies place a cookie on your computer to recognize your computer each time they send you an online advertisement. This enables them to understand where you, or others who are using your computer, saw their advertisement and deliver ads that they believe are of interest to you. We do not control these companies' use of cookies.

Web Beacons. Web beacons are small bits of code embedded in web pages or in emails. We use web beacons to deliver or communicate with cookies, to count users who have visited a web page, and to understand usage patterns. We also include web beacons in e-mails to learn if messages have been opened, acted on, or forwarded.

Other Technologies. Examples of other technologies we may use to provide better service to you include:

* Web Session Variables. Information that is passed from one web URL to another as you browse.
* Browser plug-ins/add-ons. Additional web components that may need to be installed to enable certain web features on our sites. You have the option not to install these components.

## Information Sharing, Service Partners and Affiliates

Third-party service providers. We rely on third-party service providers to perform a variety of services on our behalf. In so doing, we may need to share your personal information with them. Please note that we provide our service providers with only the personal information they need to perform their services and we require that they protect this information and not use it for any other purpose.

For example, we may rely on a service provider to:

* Fulfill your product and service requests and answer your questions.
* Host our sites and deliver our email and mobile messages.
* Contact contest winners, manage payments or take other actions on our behalf.
* Analyze data, sometimes combined with other sources, to send more targeted communications to you.
* Conduct research and analyze data to improve our products, services and sites.

In addition, we may also rely on a service provider to:

* Combine personal information about you that Michaels has collected with personal information about you that our business partner has collected so we can jointly send tailored promotional communications to you. In such instances, our business partner will not have direct access to any information we share about you with the service provider, and only the service provider will be allowed to use the combined set of information to send you joint communications that we hope will be of interest to you. If you prefer not to receive these joint communications, you can always opt out by following the instructions provided in any such communication or by logging in to your account on Michaels.com and changing your communication settings.
* Perform other services that we request.

We provide these companies with the personal information they need to provide these services on our behalf. We require these companies to protect this personal information and to not use the information for any other purpose.

Other situations. We may disclose your personal information

* If Michaels, a Michaels entity or business is sold to another company;
* To protect and defend the rights and property of our customers, the public, or Michaels (including enforcing our Terms and Conditions); and
* When we believe disclosure is necessary to comply with law, regulatory requirements, or requests from public authorities.

Aggregated, deidentified and non-personal information. We may share aggregated information that cannot identify you for general business analysis. For example, we may disclose the number of visitors to Michaels sites or services.

## User Generated Content

Michaels Sites (such as Michaels.com, michaelswedding.com, michaelskids.com and aaronbrothers.com) enable users to submit their own content for contests, blogs, videos, the Michaels Maker Community, and other functions. Please remember that any such information you disclose becomes public information and is not covered by this Privacy Policy. You should exercise caution when deciding to disclose your personal, financial or other information in a submission. Michaels cannot prevent such information from being used in a manner that may violate this Privacy Statement, the law, or your personal privacy and safety. Michaels is not responsible for user generated content. User generated content remains the sole responsibility of the person who submitted it.

## Information Security

We use technical, administrative, and procedural measures in an attempt to safeguard your personal and other information from unauthorized access or use. No such measure is ever 100% effective and we do not guarantee that your personal and other information will be secure from theft, loss, or unauthorized access or use, and we make no representation as to the reasonableness, efficacy, or appropriateness of the measures we use to safeguard such information. Users are responsible for maintaining the secrecy of their own passwords. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of any account you might have with us has been compromised), please immediately notify us by contacting us at 1-800-MICHAELS (1-800-642-4235).

Please note that email may not be encrypted and cannot be considered a secure means of transmitting credit card numbers. Michaels will never ask you to submit your credit card information via email.

## Children's Online Privacy

We believe it is important to provide added protection for children online. We encourage parents and guardians to spend time online with their children to participate in and monitor their online activity.

We do not knowingly collect personal information from children under 13 online.

## Our COVID-19 Response

Your and our team members safety is our top priority. To that end, we’ve implemented the following steps:

* We have implemented daily temperature check screenings for team members at all Michaels stores and facilities in the U.S.
  + When conducting the temperature check, we collect body temperature readings in order to determine safe entry protocols and restrict access for those individuals expressing COVID-19 symptoms and to maintain a safe work environment and prevent the spread of COVID-19. Michaels will delete the data on a weekly basis.
  + This data may be shared with third party governmental agencies only if required by applicable law, regulation or order.
* Other measures may be implemented pursuant to guidelines and/or regulations issued by federal, state, or local authorities.

## Contact Us

If you have questions or concerns regarding your privacy, please contact Michaels directly.

Contact Us by Mail:  
Michaels Stores, Inc.  
Attn: Customer Service  
8000 Bent Branch Dr.  
Irving, TX 75063

Contact Us by Phone:  
1-800-MICHAELS  
(1-800-642-4235)  
Monday – Friday : 8 AM to 7 PM CST  
Saturday: 9 AM to 6 PM CST

## Changes to This Privacy Statement

We will post changes to this Privacy Statement and update the effective date when this Privacy Statement is updated. The changes will take effect as soon as posted. We encourage you to periodically review this page for the latest information on our privacy practices.

## State and Country Specific Information

CALIFORNIA  
Under California Civil Code Section 1798.83, also known as Senate Bill 27, if you are a California resident and Michaels has an established business relationship with you, you have the right to request information from Michaels, free of charge, regarding the manner in which Michaels shares certain categories of your personal information with third parties (whether collected online or offline), for the third parties' direct marketing purposes. California law provides that you have the right to submit a request to Michaels at its designated address and receive the following information: 1. The categories of information Michaels disclosed to third parties for the third parties' direct marketing purposes during the preceding calendar year; 2. The names and addresses of third parties that received such information; and 3. If the nature of a third party's business cannot be reasonably determined from the third party's name, examples of the products or services marketed, subject to certain exceptions. You are entitled to receive a copy of this information in a standardized format and the information will not be specific to you individually.

For purposes of this paragraph, “Michaels” means Michaels stores and the site. “Third Party” means a business that is outside the Michaels family, and affiliates of Michaels Stores, Inc. You will notice that the “Third Parties” listed in this notice are Michaels affiliates. These affiliates are listed as “Third Parties” because, under Senate Bill 27, any business that is a separate legal entity must be listed as a “Third Party.”

Our Michaels affiliates who may have received your information are as follows:

Aaron Brothers, Inc  
8001 Ridgepoint Drive  
Irving, TX 75063

Artistree, Inc.  
2475 Esters Blvd, Suite 100  
DFW Airport, TX 75261

Hancock Fabrics  
8000 Bent Branch Drive  
Irving, TX 75063

Lamrite West, Inc. d/b/a Darice, Inc.  
13000 Darice Parkway  
Strongsville, OH 44149

This same California law permits Michaels to provide you, in response to your written request, with a cost-free means to choose not to have your information shared rather than providing the above described information. Michaels designated email address for such requests is [**CAPrivacyRights@Michaels.Com**](mailto:CAPrivacyRights@michaels.com). You may also request this information by writing to: Legal Department, Michaels Stores, Inc., 8000 Bent Branch Drive, Irving, Texas 75063. Additionally, you may request that Michaels not share your personal information with third parties for their direct marketing use by following the How to Opt-In and Opt-Out procedures outlined above.

CALIFORNIA CONSUMER PRIVACY ACT OF 2018 (CCPA)

You have the right to request, twice a year and free of charge, information that Michaels collects, uses, discloses and sells by following the instructions under “How to Make a Request” below.

You may delete your personal information collected or maintained by Michaels by following the instructions under “How to Make a Request” below. We cannot keep a record of individuals whose personal information we have deleted so you may be contacted again by us, should we come into possession of your personal information at a later date.

If you decide to delete your personal information, you may lose out on coupons and other targeted incentives that may save you money. In order to keep these incentives, Michaels must have access to your Identifiers and Commercial Information listed below. You can opt-in to these incentives by joining our loyalty program; however, if you request to have your personal information deleted via the methods listed below, you will no longer have access to these incentives.

If you exercise your rights under the CCPA, Michaels will not discriminate against you.

How to Make a Request

To make such a request, please submit your request via the this [**webform**](https://privacyportal-cdn.onetrust.com/dsarwebform/a0b7fb19-3586-4009-b55d-4329aaf1d163/37294088-c935-417d-886f-9dfa3c336ee0.html). You also may contact us via our customer care line at 1-800-642-4235. Once the webform is submitted you will receive an email to the email address you have mentioned in the webform that you have to confirm your submission. You will have seven days to take this action, once confirmed Michaels will take action on your request for information or request for delete in 45 days. If more time is needed to respond, Michaels will notify you. You may use an authorized agent to make a request on your behalf.

Michaels has collected, will collect and has disclosed the personal information in the last 12 months described in the categories below:

* Identifiers: A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.
* Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)): A name, signature, address, telephone number, driver's license or state identification card number, bank account number, credit card number, debit card number, or any other financial information. Some personal information included in this category may overlap with other categories.
* Protected classification characteristics under California or federal law: Age (40 years or older), sex (including gender, gender identity, gender expression) or veteran or military status
* Commercial information: Products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.
* Biometric information: Behavioral, characteristics, or activity patterns used to extract a template or other identifier or identifying information.
* Internet or other similar network activity: Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.
* Geolocation data: Physical location or movements.
* Inferences drawn from other personal information: Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.

VERMONT  
Vermont law places additional limits on sharing information about Vermont residents. As long as a user remains a resident of Vermont, we will not share information we collect about Vermont residents to companies outside of Michaels or to Michaels affiliates, except:

* To companies that perform marketing or other services on our behalf;
* Contact information (like name and address), and transaction information (such as your payment history), with companies we have Joint Marketing Agreements with;
* With the authorization or consent of the Vermont resident; or
* As permitted or required by law.

CANADA  
Michaels complies with Canadian Federal and Provincial privacy laws and regulations including the Personal Information Protection and Electronic Documents Act.

Michaels will only use your personal information for the purposes intended and as detailed in this Privacy Statement unless we have obtained your consent to use it for other purposes.

Residents of Canada are notified that the personal information they provide to Michaels is stored in the company's databases outside of Canada including in the United States and may be subject to disclosure to authorized law enforcement or government agencies in response to lawful demand pursuant to the laws of that country.

## Consumers With Disabilities

We are committed to world-class service for all of our guests. In compliance with the Americans With Disabilities Act As Amended and other state, local and provincial laws, we provide effective communication with our hearing-impaired customers and assistance for customers with any special need. Please let us know how we can accommodate you!

## MICHAELS TEXT MESSAGING TERMS & CONDITIONS

You agree to receive recurring automated promotional and personalized marketing text (e.g., SMS and MMS) messages (e.g. cart reminders) from Michaels, including text messages that may be sent using an automatic telephone dialing system, to the mobile telephone number you provided when signing up or any other number that you designate. Consent to receive automated marketing text messages is not a condition of any purchase. Msg & Data rates may apply.

Message frequency will vary. Michaels reserves the right to alter the frequency of messages sent at any time, so as to increase or decrease the total number of sent messages. Michaels also reserves the right to change the short code or phone number from which messages are sent and we will notify you when we do so.

Not all mobile devices or handsets may be supported and our messages may not be deliverable in all areas. Michaels, its service providers and the mobile carriers supported by the program are not liable for delayed or undelivered messages.

You also agree to our [**Michaels Terms of Use**](https://www.michaels.com/terms-of-use/terms-of-use.html).

### Cancellation

Text the keyword STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode to cancel. After texting STOP, END, CANCEL, UNSUBSCRIBE or QUIT to our shortcode you will receive one additional message confirming that your request has been processed. You acknowledge that our text message platform may not recognize and respond to unsubscribe requests that do not include the STOP, END, CANCEL, UNSUBSCRIBE or QUIT keyword commands and agree that Michaels and its service providers will have no liability for failing to honor such requests. If you unsubscribe from one of our text message programs, you may continue to receive text messages from Michaels through any other programs you have joined until you separately unsubscribe from those programs.

### Help

Text the keyword HELP to our shortcode to return customer care contact information.

### Customer Care

If you are experiencing any problems, please visit [**https://support.attentivemobile.com/help/**](https://support.attentivemobile.com/help/) and submit the form with details about your problem or your request for support, or email [**support@attentivemobile.com**](mailto:support@attentivemobile.com).

### Contact

This message program is a service of Michaels, located at 8000 Bent Branch Dr, Irving, Texas 75063.

### Dispute Resolution

1. General. In the interest of resolving disputes between you and Michaels in the most expedient and cost effective manner, you and Michaels agree that any dispute arising out of or in any way related to these messaging terms and conditions ("Messaging Terms") or your receipt of text messages from Michaels or its service providers will be resolved by binding arbitration. Arbitration is less formal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award. This agreement to arbitrate disputes includes all claims arising out of or in any way related to these Messaging Terms, or your receipt of text messages from Michaels or its service providers whether based in contract, tort, statute, fraud, misrepresentation, or any other legal theory, and regardless of when a claim arises. YOU UNDERSTAND AND AGREE THAT, BY AGREEING TO THESE MESSAGING TERMS, YOU AND Michaels ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION AND THAT THESE MESSAGING TERMS SHALL BE SUBJECT TO AND GOVERNED BY THE FEDERAL ARBITRATION ACT.
2. Exceptions. Notwithstanding subsection (a) above, nothing in these Messaging Terms will be deemed to waive, preclude, or otherwise limit the right of you or Michaels to: (i) bring an individual action in small claims court; (ii) pursue an enforcement action through the applicable federal, state, or local agency if that action is available; (iii) seek injunctive relief in aid of arbitration from a court of competent jurisdiction; or (iv) file suit in a court of law to address an intellectual property infringement claim
3. Arbitrator. Any arbitration between you and Michaels will be governed by the Federal Arbitration Act and the Commercial Dispute Resolution Procedures and Supplementary Procedures for Consumer Related Disputes (collectively, "AAA Rules") of the American Arbitration Association ("AAA"), as modified by these Messaging Terms, and will be administered by the AAA. The AAA Rules and filing forms are available online at www.adr.org, by calling the AAA at [**1-800-778-7879**](tel:800-778-7879) , or by contacting Michaels. The arbitrator has exclusive authority to resolve any dispute relating to the interpretation, applicability, or enforceability of this binding arbitration agreement.
4. Notice; Process. If you or Michaels intends to seek arbitration, then the party seeking arbitration must first send a written notice of the dispute to the other party by U.S. Mail ("Notice"). Michaels address for Notice is: 8000 Bent Branch Dr, Irving, Texas 75063, Attn: Chief Executive Officer. The Notice must: (i) describe the nature and basis of the claim or dispute; and (ii) set forth the specific relief sought ("Demand"). You and Michaels will make good faith efforts to resolve the claim directly, but if you and Michaels do not reach an agreement to do so within 30 days after the Notice is received, you or Michaels may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by you or Michaels must not be disclosed to the arbitrator until after the arbitrator makes a final decision and award, if any. (e) Fees. If you commence arbitration in accordance with these Messaging Terms, Michaels will reimburse you for your payment of the filing fee, unless your claim is for more than $15,000 or as set forth below, in which case the payment of any fees will be decided by the AAA Rules. If the claim is for $15,000 or less, you may choose whether the arbitration will be conducted: (i) solely on the basis of documents submitted to the arbitrator; (ii) through a non-appearance based telephone hearing; or (iii) by an in-person hearing as established by the AAA Rules. If the arbitrator finds that either the substance of your claim or the relief sought in the Demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all fees will be governed by the AAA Rules. In that case, you agree to reimburse Michaels for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator must issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the decision and award, if any, are based. You and Michaels agree that such written decision, and information exchanged during arbitration, will be kept confidential except to the extent necessary to enforce or permit limited judicial review of the award. The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees or expenses at any time during the proceeding and upon request from you or Michaels made within 14 days of the arbitrator's ruling on the merits.
5. No Class Actions. YOU AND Michaels AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN AN INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and Michaels agree otherwise in a signed writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding.
6. Modifications to this Arbitration Provision. Notwithstanding anything to the contrary in these Messaging Terms, if Michaels makes any future change to this arbitration provision, other than a change to Michaels address for Notice, you may reject the change by sending us written notice within 30 days of the change to Michaels address for Notice, in which case this arbitration provision, as in effect immediately prior to the changes you rejected, will continue to govern any disputes between you and Michaels.
7. Enforceability. If an arbitrator decides that applicable law precludes enforcement of any of the limitations of subsection (f) above (addressing class, representative and consolidated proceedings) as to a particular claim for relief, then that claim (and only that claim) must be severed from the arbitration and brought in court. If any other provision of these Messaging Terms is found to be unenforceable, the applicable provision shall be deemed stricken and the remainder of these Messaging Terms shall remain in full force and effect.