

Full Circle at Brown Thomas Terms and Conditions

Brown Thomas are delighted that you would like to sell your own product(s) through Full Circle at Brown Thomas. The Full Circle at Brown Thomas Service terms and conditions (the "Terms and Conditions") set out the terms on which we may act as agent on behalf of our Partner (Designer Exchange Limited), to purchase the Product(s) from you on their behalf and the steps each of us will need to take in order to complete this purchase.

The Full Circle at Brown Thomas Service is operated by Brown Thomas Arnotts Limited with registration number 1407, Registered Address: 92 Grafton Street, Dublin 2, Ireland on behalf of Designer Exchange Limited, 35 Exchequer Street Dublin 2 (the "Partner"). The Partner is a private limited company with registration number 517461 in Ireland. Our Partner is a valuation expert based in Dublin who will be responsible for the Valuation Process, Inspection and decision to purchase. If purchased, our Partner will include your Product(s) within its curated pre-loved collections.

Please be sure to read, and make sure you understand, the Terms and Conditions prior to using The Full Circle at Brown Thomas Service. By using The Full Circle at Brown Thomas Service, you agree to be bound by the Terms and Conditions set out below.

1 Definitions

"Inspection" has the definition given to it at Clause 4.1 of these Terms and Conditions;

"Offer Email" means an email sent to you detailing if our Partner has decided to purchase the Product and if so, the Offer Price for the Product;

"Offer Price" means the value of a Brown Thomas Gift Card in Euro (€) that may be offered to you for the purchase of your Product;

"Product" means a Product offered for sale by you via the Full Circle at Brown Thomas Service;

"Product Submission" means the combined information as further detailed in Clause 2.3 of these Terms and Conditions;

"Purchase Confirmation Email" means an email sent by us to you which confirms your Product has been purchased and the Offer Price has been issued to you;

"Full Circle at Brown Thomas Service" means a buy-back service operated by Brown Thomas Arnotts on behalf of its Partner which facilitates the potential purchase of a Product from you in accordance with these Terms and Conditions;

"Brown Thomas Gift Card Terms and Conditions" means the Terms and Conditions which shall govern your use of the Brown Thomas Gift Card. A current copy of which can be found at <https://www.brownthomas.com/about-brown-thomas/terms-and-conditions.html>;

“Submission Form” means the electronic form on the Full Circle at Brown Thomas Platform which requires you to submit your contact information and information relating to the Product as further detailed in Clause 2 of these Terms and Conditions;

“Terms and Conditions” means these Full Circle at Brown Thomas Service Terms and Conditions;

“Valuation Process” has the definition given to it at Clause 2.5 of these Terms and Conditions;

“We”, “us” or “Brown Thomas” means Brown Thomas Arnotts Limited. Please note, Brown Thomas Arnotts has instructed its Partner to: (a) carry out the Valuation Process; and (b) carry out the Inspection of the Product. For the purposes of these Terms and Conditions, all references to “we”, “us”, or “Brown Thomas Arnotts”, will be taken to include any such third parties, including but not limited to the Partner.

“You” means a user of the Full Circle at Brown Thomas Service.

2 YOUR PRODUCT

2.1 All Product(s) offered for sale by You as part of The Full Circle at Brown Thomas Service shall be subject at all times to our approval.

2.2 As part of the approval process, you are required to complete a Submission Form in-store on The Full Circle at Brown Thomas Platform.

2.3 The Submission Form will require that you provide the following information:

- a) Your full name;
- b) Your contact details including your telephone number, address and email address;
- c) Your country of residence. Please note we are currently only able to accept Product(s) from the EU;
- d) Details of the Product, including but not limited to the Product's brand, style, condition and size; and
- e) Images of the Product, including specific images illustrating any damage to the Product and its overall condition (together the “Product Submission”).

2.4 You warrant to us that you are solely responsible for the Product Submission and that all information you submit to The Full Circle at Brown Thomas platform shall:

- a) be true, accurate, current and complete;
- b) not infringe the rights of any third party;
- c) not contain anything libellous or otherwise unlawful, abusive or obscene nor constitute an invasion of privacy;
- d) not violate any applicable laws, statutes or regulations.

2.5 The Product details shall be sent directly to our Partner who shall use the information provided by You to determine whether or not an offer for the Product should be made and the value of this offer (the “Valuation Process”). This will also be shared with The Full Circle at Brown Thomas Service team as part of the service offering.

3 OUR OFFER

3.1 Following the Valuation Process, we shall send you an Offer Email if our Partner has made an Offer Price.

3.2 Any Offer Price contained in the Offer Email shall be fixed and we will not accept any counteroffers made by You.

3.3 Upon receipt of the Offer Email, you shall have the option of accepting or rejecting the Offer Price.

3.4 If you communicate your acceptance of the Offer Price within fourteen days (starting from the date on which you received the Offer Email), this will indicate to us that you are willing to sell your Product to us at the Offer Price.

3.5 If you do not accept our Offer Price within fourteen days of receipt of the Offer Email, the Offer Price for your Product shall be automatically withdrawn. If you change your mind and wish to accept the Offer Price after we have withdrawn the Offer Price, you will need to resubmit your Product Submission. We shall not be bound by any previous Offer Prices for the same Product and any future offers may differ from the original Offer Price provided in accordance with Clause 3.1 of these Terms and Conditions.

3.6 Your acceptance of the Offer Price for the Product shall be deemed to have been communicated to us by way of response to the Offer Email. **This acceptance of the Offer Price shall constitute final and irrevocable consent by You to sell the Product to Us and for Us to purchase the Product for the Offer Price.**

3.7 We regret that we may not be able to provide an Offer Price for your Product in certain circumstances and we shall communicate this to you by email.

Circumstances in which we may not be able to make an offer shall include, but not be limited to:

- a) being able to determine the authenticity of the Product;
- b) the condition of the Product is not suitable;
- c) the Product is from a brand we don't currently accept;
- d) the Product is not a handbag we are currently only accepting handbags in The Full Circle at Brown Thomas Service; and/or
- e) the Product is not a style we are currently accepting.

3.8 We expressly reserve the right to reject any Products that require restoration or repair. Any Products that are rejected, may avail of the Restoration and Repair Services at the Concierge Desk in the Brown Thomas Dundrum Store and in accordance with the Circular Fix Terms and Conditions.

4 OUR PURCHASE OF THE PRODUCT

4.1 Upon receipt of your Products, our Partner shall inspect the Product to ensure that it matches the description provided by You in the Product details, is in a suitable condition and is authentic (the "Inspection"). In the event that the Product is considered in our sole discretion to be in bad condition, severely damaged, counterfeit, is not as described in the Product details or as otherwise deemed unacceptable, the Product will be deemed unfit for purchase and must be collected by you within fourteen (14) days of being notified to you as unfit for purchase. In the event that the Product is not collected by you within fourteen (14) days, it will be assumed that you relinquish all rights to the Product and the Product will be disposed of.

4.2 If your Product passes the Inspection and we offer to purchase it, we shall send to you an Offer Email.

4.3 If you decline the Offer Price, we will arrange for the product to be returned to you at the address listed in the Product Submission and at our own expense.

5 PAYMENT FOR THE PRODUCT

5.1 After receiving communication of your acceptance to the Offer Price, we will issue you with a Purchase Confirmation Email which shall be confirmation of the transfer of title of the Product and send you a Brown Thomas gift card (the "**Brown Thomas Gift Card**") within forty-eight (48 hours) to the address listed in the Product

Submission. We shall issue the Brown Thomas Gift Card to the value of the Offer Price and all amounts shall be in Euro.

5.2 Please note that the Brown Thomas Gift Card can be used to purchase goods and services at any of our Brown Thomas or Arnotts stores (including brownthomas.com and Arnotts.com). The Brown Thomas Gift Card is subject to some exclusions (as further detailed in the Brown Thomas Gift Card Terms and Conditions) and cannot be refunded or exchanged for cash (except in accordance with your legal rights). Your use of the Brown Thomas Gift Card shall be at all times in accordance with the Brown Thomas Gift Card Terms and Conditions.

6 WARRANTIES

6.1 In addition to the warranties you provided at Clause 2.4 of these Terms and Conditions, you warrant to us that

- a) you are over eighteen (18) years of age at the time of your use of the Full Circle at Brown Thomas service.
- b) you have the all legal rights, title and interest to sell the Product you submit to the Full Circle at Brown Thomas Service and that the Product is free of all liens and encumbrances;
- c) the Product is authentic and not counterfeit;
- d) the Product is not stolen and/ or has not been acquired by fraudulent means;
- e) the Product does not infringe any third-party intellectual property rights;
- f) the Product does not contain: fur (including product trim), exotic skins (this includes all skin/leather not derived from cow/calf, sheep/lamb, pig, goat and water buffalo;) and any endangered species listed on CITES Appendix I or the EU Wildlife Trade Regulations Annex A; and
- g) the Products is in a clean and hygienic condition, unsoiled and free of any infestations.

6.2 You agree to fully indemnify, defend and hold harmless Brown Thomas Arnotts, its officers, directors, employees, its Partner, Designer Exchange Limited and suppliers, from and against all claims, liability, damages, losses, costs and expenses, including reasonable legal fees, arising out of any breach of these Terms and Conditions by you or any other liabilities arising out of your use of Full Circle at Brown Thomas.

7 YOUR USE OF THE FULL CIRCLE SERVICE

7.1 Full Circle at Brown Thomas Service is provided solely for your personal use and should not be used for any commercial purposes. As such, we have no liability to you for any loss of profit, business, business opportunity, business interruption or any other indirect losses.

7.2 You agree that you are and shall be personally responsible for your use of the Full Circle at Brown Thomas Service. If we determine that you are, or have been, engaged in activities which are unlawful, abusive, obscene, fraudulent, criminal, in contravention of these Terms and Conditions or constitute an invasion of privacy, we may deny your access to the Full Circle at Brown Thomas Service.

7.3 You must not establish any link to Full Circle at Brown Thomas Service to suggest any form of association, approval or endorsement on our part where none exists or establish a link from any website that is not owned by you.

7.4 We may modify or withdraw The Full Circle at Brown Thomas Service temporarily or permanently, and we shall not be liable to you or any third party for any modification to, or withdrawal of, The Full Circle at Brown Thomas Service and you agree to use the Full Circle at Brown Thomas Service on this basis.

8 DATA PROTECTION

By using the Full Circle at Brown Thomas, you understand that we will collect, use, share, store and process your personal information in accordance with our Privacy & Cookie policy. Brown Thomas Arnotts fully respects the privacy of individuals who use the Full Circle at Brown Thomas Service. For details on the manner in which we use cookies, the type of information we collect, how and for what purpose, we use your information and under what circumstances we disclose information please see our Privacy & Cookie policy.

9 GENERAL

9.1 We may change these Terms and Conditions at any time so please ensure you check the latest version. If you do not agree to any changes in these Terms and Conditions, we advise you to stop using and/ or withdraw your participation from the Full Circle at Brown Thomas Service.

9.2 If we make any material changes to the Full Circle at Brown Thomas Service, we will notify you via email or by notice on our website prior to implementation of the change. We shall take any continued use of the Full Circle at Brown Thomas Service following such notice as consent and acceptance of such change. If you do not wish to continue with the Full Circle at Brown Thomas Service following any material change, please contact us as soon as possible.

9.3 If any clause of these Terms and Conditions shall be deemed unlawful, void or for any reason unenforceable, then that clause shall be deemed severable from the Terms and Conditions and shall not affect the validity and enforceability of the remainder of these Terms and Conditions which shall continue to have full force and effect.

9.4 We shall not be responsible to you for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause beyond our, our agents, subcontractors, suppliers or our Partner's reasonable control.

9.5 If you breach these Terms and Conditions and we take no action, we will still be entitled to use our rights and remedies in other situations where you are in breach. No waiver by us shall be construed as a waiver of any proceeding or succeeding breach of any clause of these Terms and Conditions. Any waiver of any provision of the Terms and Conditions will only be effective if in writing and signed by a Director of Brown Thomas Arnotts.

9.6 All text, graphics, photographs including all image rights, videos, logos, trademarks, artwork, sounds, music, user interfaces, visual interfaces and computer code on The Full Circle at Brown Thomas (the "Content") belongs to Brown Thomas Arnotts (or is licensed to Brown Thomas Arnotts). This Content includes, but is not limited to, the design, structure, selection, coordination, expression, "look and feel" and arrangement of it. The Content is protected by copyright, trademark and other intellectual property rights and you are not permitted to copy, reproduce, republish, upload, post, publicly display, translate, transmit or distribute this Content in any way without Selfridges' prior written permission.

9.7 You acknowledge that these Terms and Conditions in electronic format shall have the same force and effect as an agreement in writing.

9.8 When using The Full Circle at Brown Thomas Platform, you accept that communication with us will be mainly electronic. We will contact you by e-mail or provide you with information via telephone. For contractual purposes, you agree to this means of communication and you acknowledge that all contracts, notices, information and other communications that we provide to you comply with any legal requirement that such communications be in writing.

9.9 The Full Circle at Brown Thomas Service may only be used for lawful purposes and in a lawful manner. You agree to comply with all applicable laws, statutes and

regulations regarding The Full Circle at Brown Thomas Service and any transactions conducted on or through The Full Circle at Brown Thomas platform. These Terms and Conditions are governed by Irish law and are subject to the exclusive jurisdiction of the Irish courts.

10 OUR DETAILS

Brown Thomas is a trading name of Brown Thomas Arnotts Limited, a private company limited by shares, registered in Ireland under company number 1407, registered office 92 Grafton Street, Dublin 2. Registered VAT number 8V56031J.