

## 1. SITE DESCRIPTION

The purpose of this website <https://www.essilor.com/ie-en/> is to provide information on products and services produced by ESSILOR Ltd and links to the company's various websites. Essilor Limited is a Company registered in England with Registration Number 852410.

Essilor Limited's Registered Office is Cooper Road, Thornbury, Bristol, BS35 3UW. VAT number is 222593866.

Essilor Ltd is a member of ROSPA, FMO and British Safety Council It has attained ISO 13485.

Our website publishing Director is Paul du Saillant

## 2. GENERAL WARNING

ESSILOR Ltd ("ESSILOR"), the owner of this website, seeks to ensure that the information made available herein is both accurate and up to date when it is placed online.

**However, ESSILOR:**

- provides no warranty as to the accurate, precise or exhaustive nature of that information,
- reserves the right to modify and correct at any time and without notice, the content of the documents published on the website.

**Consequently, ESSILOR can accept no liability for:**

- any imprecision, inaccuracy or omission affecting the information made available on this website,
- any prejudice caused by the illicit intrusion of any third party, including when it could lead to modification of such information,
- or, more generally, for any prejudice, direct or consequential, and irrespective of the cause, origin, nature and consequences thereof, caused by the access, or inability to access, this website by any person, by the use of the website and/or by any belief in the accuracy of information originating directly or indirectly on the website.

## 3. PROTECTION OF INTELLECTUAL PROPERTY RIGHTS

This website is an intellectual work protected by intellectual property legislation. Unless stated otherwise, the intellectual property rights attaching to the documents contained in the website and each of the

elements created for it are the sole and exclusive property of Essilor, which grants no licence or right other than that enabling access to the site.

The reproduction of any and all content on this website is authorised solely for informational purposes in the context of personal and private use; any reproduction and use of copies made for any other purpose is expressly prohibited.

The brands, patents, logos and other assets covered by intellectual property rights and mentioned on the present website are either the property of ESSILOR or permission has been granted for their use. No right or licence can be granted for any of the aforementioned elements without the written agreement of ESSILOR or the third parties holding the relevant rights.

For further information please contact us at [comments@essilor.co.uk](mailto:comments@essilor.co.uk).

#### **4. SUMMARY - PRIVACY POLICY & YOUR PERSONAL IDENTIFIABLE INFORMATION (PII)**

- The information collected is subject to treatment by Essilor and selected partner companies to provide a service.
- The data recipients are Essilor and selected third parties.
- We will process your personal identifiable information (PII) in accordance with the UK Data Protection Act 1998 or any successor legislation.
- Under this legislation, you have the right to access and rectify information concerning you, which you can exercise by contacting: [consumer@essilor.co.uk](mailto:consumer@essilor.co.uk).
- You can also, for legitimate reasons, oppose the processing of data about you.

#### **DETAILED VERSION - PRIVACY POLICY & YOUR PERSONAL IDENTIFIABLE INFORMATION(PII)**

##### **4.1. Collection and use**

The information collected on his website is subject to treatment by Essilor and selected partner companies.

We request your personally identifiable information (PII) to provide a service, product or information about Essilor's products or services or to complete a transaction. Examples include subscribing to newsletters, emailing a friend an article from the Website, entering a Promotion, participating in training, finding an eye care professional practice, completing online surveys, contacting us with questions or comments, or for product registration. We will process your personal data for administrative and informational purposes, contact you for feedback or inform you of Essilor and associated brands.

Your personal data may also be processed for statistical purposes. This data will be stored for a period no longer than is necessary. For processing purposes, your personal data may be transferred to other companies of Essilor Group located within the European Union.

#### **4.2. Protection of Personal Information**

We will process your personal identifiable information (PII) in accordance with the UK Data Protection Act 1998 or any successor legislation. Under this legislation, you have the right to access to personal data relating to you and to require personal data to be corrected if inaccurate or to be deleted. If you wish exercising such rights, you should notify Essilor, in providing any identity evidence, by e-mail to the following address: [comments@essilor.co.uk](mailto:comments@essilor.co.uk).

You can also, for legitimate reasons, oppose the processing of data about you.

Although Essilor cannot promise the use of our Website is completely safe, we use standard security measures. We recommend you to use caution when using the Internet. This includes not sharing your passwords.

This Website may contain customer reviews, forums and/or message boards and other Online Content. Please remember that any information disclosed in these areas becomes public information, and you should exercise caution when considering the disclosure of your PII. You agree that Essilor is not responsible for material posted by you or others in these public forums.

### **5. SHARING OF PERSONAL IDENTIFIABLE INFORMATION (PII)**

Essilor may share your PII with third parties for marketing purposes. Essilor will not sell, trade, or otherwise transfer to third parties your PII unless Essilor provides you with advance notice as set out herein or also as described below:

**Subsidiaries and Affiliates.** Essilor may transfer PII to its subsidiaries and corporate affiliates, including future subsidiaries and affiliates.

**Website Consultants and Service Providers.** Essilor will disclose PII to third party consultants, and service providers (such as providers of hosting, support, maintenance and remedial, repair services, mail delivery services, and payment processors) to the extent that they require access to the databases, or the PII contained in our databases, to provide services to you, Essilor or the Website.

**Joint Promotion Partners.** Sometimes we conduct joint promotions with third parties. If you register for one of those joint promotions your information may be collected by both Essilor and the third party. Or, we may give you the option to have us share your information with the promotion

partner. Your information will be used by us and/or by them as described in our posted privacy policies.

**Enforcement of Rights/Security.** Essilor reserves the right to release PII (i) when Essilor is under legal compulsion to do so (e.g. we have received a subpoena) or Essilor otherwise believes that the law requires us to do so, (ii) when Essilor believes it is necessary to protect and/or enforce the rights, property interests, or safety of Essilor, our users or others, or (iii) as Essilor deems necessary to resolve disputes, troubleshoot problems, prevent fraud and otherwise enforce the Privacy Policy and Website Terms of Use.

**Reorganisation or Sale of the Company.** In the event that the Essilor is merged with or becomes part of another organization, or in the event that Essilor is sold or it sells all or substantially all of its assets or is otherwise reorganized, the PII Essilor collects will be one of the transferred assets to the acquiring or reorganized entity.

As otherwise allowed by law. Essilor may transfer PII to third parties where we are expressly authorized by the applicable law to do so.

## **6. PARENTS AND GUARDIANS**

We do not knowingly collect personally identifiable information from minors. If you are a parent or legal guardian and think your child has given us information, you can contact us to remove the information.

## **7. COOKIES**

Essilor uses cookies to keep track of and enhance certain user activities on our website.

Cookies are text files containing small amounts of information which are downloaded to the browser that you use when you visit a site. The entity that places cookies on your browser can then read the information on that cookie that it set. Cookies are classified as either "session cookies" which do not stay on your device after you close your browser or "persistent cookies" which will usually remain on your device until you delete them or they expire.

### **7.1. Third-Party Cookies**

Please note that third parties (including, for example, advertising networks and providers of external services like web traffic analysis) may also use cookies on our website. We used partners such as DoubleClick and Google AdWords to help us deliver advertising. We also use Google Analytics to help us analyze how our website is used. Google Analytics uses performance cookies

to track visitor interactions. For example, by using cookies, Google can tell us which pages our users' visits, which are most popular, whether visitors have been to our websites before, what website or online channels referred the visitor to our websites, and other similar information.

We have little control over these "third-party" cookies, so we suggest that you check the respective privacy policies for these external services to help you understand what data these organizations hold about you and what they do with it.

- DoubleClick: <http://www.google.com/policies/technologies/ads/>
- Facebook: <https://www.facebook.com/policy.php>
- Google Ad Words: <https://support.google.com/adwords/answer/2549116?h1=en>
- Google Analytics: <http://www.google.com/analytics/learn/privacy.html>
- Google Tag Manager: <https://www.google.com/analytics/tag-manager/faq/>
- Twitter: <https://twitter.com/privacy?lang=en>
- YouTube: [https://www.youtube.com/static?template=privacy\\_guidelines](https://www.youtube.com/static?template=privacy_guidelines)

## **7.2. Controlling Cookies**

There are a number of ways you can manage what cookies are set on your devices. Essential cookies, however, cannot be disabled.

### **7.2.1. Advertising Cookies**

If you would like to disable advertising cookies, you can visit <http://www.youronlinechoices.com>. If you choose to turn off these cookies you will still see advertising on the internet but it may not be tailored to your interests. It does not mean that you won't be served any advertisements while online. You can also manage this type of cookie in the privacy settings on the web browser you are using. Please see below for more information.

### **7.2.2. Browser settings**

You can disable and/or delete most types of cookies by using your browser settings. Please note that if you use your browser settings to block all cookies you may not be able to access parts of our or others' services. The following links provide information on how to modify the cookies settings on some popular browsers:

- Apple Safari: <http://support.apple.com/kb/PH5042>
- Google Chrome: [https://support.google.com/chrome/bin/answer.py?h1=en&answer=95647&p=cpn\\_cookies](https://support.google.com/chrome/bin/answer.py?h1=en&answer=95647&p=cpn_cookies)
- Microsoft Internet Explorer: <http://windows.microsoft.com/en-US/windows7/How-to-manage-cookies-in-Internet-Explorer-9>
- Mozilla Firefox: <http://support.mozilla.org/en-US/kb/Cookies>

## 8. OPT-OUT CHOICES

**Emails.** You can opt-out of receiving future emails from Essilor by following the unsubscribe procedures indicated in each email. Even if you opt-out of receiving promotional emails from Essilor, we will send you transaction emails and respond to questions from you.

**Cookies.** Essilor uses cookies to keep track of and enhance certain user activities on our website. Cookies are small pieces of data stored in files on your computer allowing our website to track your use of the website as you visit and revisit the website (the pages you visited, date and time of the visit, etc.), but will not enable to identify you. You may block or restrict cookies on your computer or purge them from your browser by adjusting your web browser preferences. You should consult the operating instructions that apply to your browser for instructions on how to configure your browser setting to meet your preferences.

Cookies allow you to take advantage of some features or functions of this Website, so if you block or otherwise reject our cookies, you may not be able to use some features of this Website.

**Web Beacons.** Essilor may also use web beacons (also known as action tags, pixels, or transparent GIF files) to help manage online advertising. These web beacons are provided by our ad management vendors and enable our ad management vendors to recognize a unique cookie, which are files created by a Web server and stored on your computer's hard drive by your Web browser. The web beacons are placed by Essilor who works with our ad management vendors. Web beacons allow us to learn which advertisements bring users to our Websites.

They also allow us to collect information about your online activities so we can manage advertising effectiveness and provide you with online advertisements, including advertisements on other websites, more likely to be of interest to you. With web beacon technology, the information that we collect and share is anonymous and not personally identifiable. It does not contain your name, address, telephone number, or email address.

For more information about online behavioural advertising and your choice to opt-out of receiving targeted online advertisements from members of the Digital Advertising Alliance (DAA), please visit the DAA website at <http://www.aboutads.info/choices/>

**Tools on Mobile Devices.** You can control the tools on your mobile devices. For example, you can turn off the GPS locator or push notification on your phone.

**Do Not Track ("DNT") Signals.** Essilor does not currently respond to DNT signals but may do so in the future.

## **9. CONSENT OF DATA TRANSFER OF NON-UK RESIDENTS**

If you reside in a country other than the United Kingdom, upon providing your personally identifiable information to Essilor, you will be indicating your explicit consent that the PII you have provided may be transferred to, processed, and stored in the United Kingdom.

## **10. LINKS TO OTHER WEBSITES**

Other Essilor Websites. This statement applies only to the Essilor Websites on which it is posted. Other Essilor websites may have different privacy policies so please be sure and read the privacy policy of each Essilor website that you visit to understand how Essilor collects and uses the information and under what circumstances Essilor shares information about you collected through that website.

## **11. PHONE CALLS RECORDINGS**

Please note that calls to Essilor may be recorded for training and quality purposes.

## **12. THIS TAX STRATEGY IS PUBLISHED IN COMPLIANCE WITH THE DUTY UNDER PARAGRAPH 19(2) / 22(2) OF SCHEDULE 19 OF FINANCE ACT 2016**

### **12.1. The approach of Essilor group to risk management and governance arrangements in relation to UK taxation**

For its operations in the UK as well as worldwide, Essilor endeavors to comply with all applicable laws and regulations and expects its directors, officers, and employees to conduct business in accordance with the letter, spirit, and intent of all relevant laws and to refrain from any illegal, dishonest, or unethical conduct.

This includes acting in collaboration with local administration and establishing a proper harmonization of the tax practices followed by all the entities of the Group. Our guidelines' goal is to include responsible tax risk management in the Group's business framework, as an essential element of our economic and social contribution to society.

### **12.2. The attitude of the group towards tax planning (so far as affecting UK taxation)**



Essilor considers that paying the due and fair amount of taxes as calculated with reference to existing laws and transfer pricing principles is an important element of its strategy and a way to nurture its social and economic contribution to society. Essilor commits to pay all its required taxes in the countries where it operates. The Group is also committed to refrain from engaging in aggressive tax planning strategies.

### **12.3. The level of risk in relation to UK taxation that the group is prepared to accept**

The level of risk in relation to UK taxation results from the change of tax laws which occur every year. This statement is not only valid for the UK but also for all other jurisdictions where Essilor operates. To limit the risk of infringement or inadequate application of tax laws, Essilor maintains proper and effective internal control systems, tax processes and qualified personnel to allow our tax/finance teams to ensure compliance with the principles contained in these guidelines.

### **12.4. The approach of the group towards its dealing with HMRC**

Essilor is committed to keeping a reciprocal and cooperative relationship with the tax authorities in the countries where it operates. The Group's tax policy is based on the principles of respect of the law and transparency. This commitment is valid for dealings with HMRC.

## **ANTI SLAVERY AND HUMAN TRAFFICKING POLICY**

This policy supports our commitment to limiting the risk of modern slavery and human trafficking occurring within our own business or infiltrating our supply chains or any other business relationship. At the Group level, Essilor is a signatory to the UN Global Compact's 10 Principles in the areas of core values relating to Human Rights, labour, the Environment and anti-corruption.

## **Total Patient Satisfaction Guarantee on Eyezen Lenses**

This Total Patient Satisfaction Guarantee applies only if you are issued with this guarantee by your optician (the optician referred to below) when you purchase a pair of Eyezen lenses.

In order to be valid, this guarantee must be completed and signed by the optician. If you aren't 100% happy with your lenses, the optician will replace them with a suitable alternative pair (like for like). This guarantee starts from the start date set out below ("Start Date") and extends until the end date as set out below ("End Date").

This guarantee is subject to the following terms:

1. When does this guarantee apply?

- a. This guarantee is only valid from the Guarantee Start Date and only applies until the Guarantee End Date, irrespective of whether or not a claim is made.
- b. You must have worn the lenses.
- c. This guarantee is valid for Eyezen lenses only purchased in the UK or the Republic of Ireland.
- d. If you are not satisfied with your lenses for any reason, you may return the Lenses to the optician (along with your proof of purchase and this signed and dated guarantee) provided that you do so before or on the End Date.
- e. This guarantee is in addition to your legal rights which will not be affected by this guarantee.

2. When does this guarantee not apply:

- a. This guarantee does not apply to the frame in which the Lenses are fitted therefore this guarantee does not apply if you are dissatisfied with the frame, or if the frame is damaged or has a manufacturing defect.
- b. This guarantee will not apply to any issues raised by you after the End Date.

3. What does the guarantee offer?

- a. Where you return a pair of Lenses to the optician under this guarantee, and provided that the conditions set out in this guarantee are met, the optician will provide you with a replacement suitable alternative pair of lenses (on a like for like prescription basis).

4. How to make a claim under the guarantee:

- a. You must return the lenses with this guarantee and proof of purchase to the optician.

5. When might the optician withdraw this guarantee:

- a. The optician may withdraw this guarantee where they reasonably suspect that you have misused this guarantee.
- b. If the optician withdraws this guarantee or amends these terms and conditions in accordance with this paragraph, the optician will notify you in writing.

6. This guarantee is between you and the optician and you may not transfer it to anyone else due to the nature of the lenses. The manufacturer of the lenses does not enter into a contract directly with you. No other person shall have any rights to enforce any of its terms.

7. Each of the paragraphs of this guarantee operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.

8. These terms are governed by English law and you can bring legal proceedings in respect of the products in the English courts. If you live in Scotland you can bring legal proceedings in respect of the products in either the Scottish or the English courts. If you live in Northern Ireland you can bring legal proceedings in respect of the products in either the Northern Irish or the English courts. If you live in the ROI you can bring legal proceedings in respect of the products in either the Irish or the English courts.

9. This guarantee applies to Essilor Eyezen <sup>TM</sup> lenses purchased on or after 1st September 2021.

## VIRTUAL MIRROR

*April 1st 2022*

**IMPORTANT** - this is a legal agreement between you ("You") and Luxottica Group SpA, and its subsidiaries and affiliates (collectively, "Luxottica," "We" or "Us"), as owner of Virtual Mirror (the "App"). You should read carefully the following terms of use ("TOU") as they govern your use of the App. These TOU are subject to change by Luxottica at any time by publishing the amended TOU to the App. By using the App, You accept the TOU in effect at the time of such use. Your use of this App is expressly conditioned upon your agreement to these TOU.

**LICENSE GRANT.** Luxottica hereby grants You a personal, revocable, limited, non-exclusive, and non-transferable license to use the App solely for your personal use, which does not include activities related to any commercial, entrepreneurial or professional activity, provided that You comply with the terms and conditions of this TOU. Notwithstanding the foregoing, You may not modify, translate, decompile, de-codify, break down, disassemble, reverse engineer create derivative work(s) of, copy, distribute, disassemble, broadcast, transmit, publish, remove or alter any proprietary notices or labels, license, sublicense, transfer, sell, mirror, frame, exploit, rent, lease, private label, grant a security interest in, or otherwise use the App in any manner not expressly permitted herein.

**PROPRIETARY RIGHTS.** This TOU provides only a limited license to access and use the App. You expressly acknowledge and agree that Luxottica transfers no ownership or intellectual property interest or title in and to the App to You or anyone else. All text, graphics, user interfaces, visual interfaces, photographs, sounds, artwork, computer code (including html code), programs, software, products, information, and documentation as well as the design, structure, selection, coordination, expression, "look and feel," and arrangement of any content contained on or available through the App, unless otherwise indicated, are owned, controlled, and licensed by Luxottica. Any brand, logo, name or icon identifying a brand and any related products and services are proprietary trademarks of Luxottica and any use of such marks, including, without limitation, as domain names, account identifiers, or as search terms, without written permission is strictly prohibited. Other product and company names or logos mentioned or displayed on or through the App may be the trademarks and/or service marks of their respective owners.

**PRIVACY POLICY.** Please review Luxottica's Privacy Policy found at the beginning of the experience and within the dedicated information section for a summary of Luxottica's personally identifiable information collection and use practices, including Your biometric information.

**AVAILABILITY AND CONTINUITY OF SERVICE.** You acknowledge and accept that Luxottica reserves the right, at its own and complete discretion, to temporarily or permanently (i) suspend or eliminate the App, and/or (ii) disable any access to the App.

**INDEMNITY.** By using this application, You agree to defend, indemnify and hold harmless Luxottica and its parent and affiliates, and their directors, employees and agents, against any loss, damage, liability, cost, expense (including legal fees) asserted by any third party and arising from: (i) your use of and access to the App; (ii) your breach of any of these TOU; and (iii) your infringement of any third party rights, including without limitation any property, privacy or intellectual property rights. This indemnity shall survive the duration of your use of the App.

**ENFORCEMENT.** You acknowledge that any breach, threatened or actual, of this TOU will cause irreparable injury to Luxottica, such injury would not be quantifiable in monetary damages, and Luxottica would not have an adequate remedy at law. You therefore agree that Luxottica shall be entitled, in addition to other available remedies, to seek and be awarded an injunction or other appropriate equitable relief from a court of competent jurisdiction restraining any breach, threatened or actual, of your obligations under any provision of this TOU.

**TERM AND TERMINATION.** This TOU will terminate immediately and automatically, upon our notice, if You fail to comply with any Sections. You may also terminate this TOU at any time by ceasing all use of the App. Your obligations contained herein will survive the termination of this TOU for any reason.

**WAIVER & SEVERABILITY.** Failure to insist on strict performance of any of the terms and conditions of this TOU will not operate as a waiver of any subsequent or other default or failure of performance. If any part of this TOU is determined to be invalid or unenforceable pursuant to applicable law or court order including, but not limited to, the warranty disclaimers and the liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most clearly matches the intent of the original provision and the remainder of this TOU shall continue in effect.

**APPLICABLE LAW.** You agree that the laws of Italy, without giving effect to any principles of conflicts of laws, will govern this Agreement and any dispute of any sort that may arise between you and Luxottica or its affiliates. Regardless of where you access this site, you agree that any action or proceeding arising out of this Agreement or your use of the Luxottica site, must be brought in the courts of Milan, Italy, and you hereby irrevocably and unconditionally consent to the exclusive personal jurisdiction of such courts. You further agree to file any cause of action with respect to this Agreement within one year after the cause of action arises. You agree that a cause of action filed after this date is barred.

**INDEPENDENT PARTY.** You are an independent party. No joint venture, partnership, employment, or agency relationship exists between You and Luxottica as a result of this TOU or your utilization of the App.

**ENTIRE AGREEMENT.** This TOU and the Privacy Policy represent the entire agreement between You and Luxottica with respect to use of the App, and they supersede all prior or contemporaneous communications and proposals, whether electronic, oral, or written between You and Luxottica with respect to the App.

**NO ASSIGNMENTS.** You may not assign or transfer any rights under this Agreement without the prior written consent of Luxottica.

**HEADINGS.** Headings are for convenience only.