Terms and Conditions

Web Site Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR USE OF THE CANADA GOOSE WEB SITE AND YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS. These terms and conditions apply to the web site located at www.canadagoose.com and www.canadagoose.com (the "Web Site") and the design and content featured on this Web Site including text, materials, clothing and other product designs, product information, graphics, artwork, images, so-called "look and feel", photography, audio and video clips or content, employment opportunities, software, data and other information on this Web Site as may be updated from time to time (the "Content"). By accessing and using this Web Site and the Content, you agree to be bound by these terms and conditions. These terms and conditions may change from time to time without prior notice to you, and you agree to be bound by the terms and conditions which are in effect each time you access this Web Site and/or the Content. If you do not agree with these terms and conditions, do not access or use the Web Site or the Content.

Consent and Restrictions

Please note that your use of this Web Site and/or the Content constitutes your unconditional agreement to follow and be bound by these terms and conditions. Although you may "bookmark" a particular portion of this Web Site and thereby bypass this Agreement, your use of this Web Site still binds you to the terms of the Agreement. We reserve the right, at any time, to modify, suspend or discontinue our Web Site and/or any Content without notice to you.

Web Site Content Ownership and Permitted Use

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We do not endorse or guarantee the accuracy of content, information or materials contained in any third party's web site whose link appears in the Web Site. These links are provided for convenience only, and you access the links at your own risk and by accessing them you leave our Web Site and our terms and policies no longer govern. Canada Goose is not liable for such third party web sites or their contents nor does Canada Goose have any control or power over such third party web sites.

Trade-marks

"CANADA GOOSE," "CANADA GOOSE ARCTIC PROGRAM & Design" and "CANADA GOOSE EXPEDITION CLOTHING OUTFITTERS & Design" and any other trade-marks, trade names, logos, slogans and images are trade-marks of Canada Goose Inc. in Canada and other countries and may not be copied, imitated or used, in whole or in part, without the prior written permission of Canada Goose or the applicable trademark holder.

User Content

By posting or distributing any comment, message, data, information (excluding any information that you submit to us in connection with employment opportunities, which we shall treat in accordance with our Privacy Policy), text, music, sound, photos, graphics, or other content ("User Content") to the Web Site, you (a) grant to Canada Goose and its designees a nonexclusive, royalty-free, perpetual, transferable, irrevocable and sublicenseable right to use, reproduce, modify, adapt, translate, distribute, publish, create derivative works from, and publicly display and perform, the User Content throughout the world; (b) grant Canada Goose and its sublicensees the right to use the name that you submit in connection with such User Content, if they choose; and (c) represent and warrant that (i) you own and control all of the rights to the User Content that you post or otherwise distribute, or you otherwise have the lawful right to post and distribute such User Content to or through the Web Site; (ii) the User Content is accurate and not misleading; and (iii) use and posting or other transmission of such User Content does not violate these Terms of Use and will not violate any rights of or cause injury to any person or entity.

User Content submitted by users is deemed non-confidential, and we are under no obligation to treat such User Content as proprietary information. Without limiting the foregoing, we reserve the right to use the User Content as we deem appropriate, including, without limitation, deleting, editing, modifying, rejecting, or refusing to post it. We are under no obligation to offer you any payment for User Content or to attribute authorship of User Content to you. If, nonetheless, it is determined that you retain moral rights (including rights of attribution or integrity) in the User Content, you hereby agree that (a) you do not require that any personally identifying information be used in connection with the User Content, or any derivative works of, or upgrades or updates thereto; (b) you do not oppose to the publication, use, modification, deletion and exploitation of the User Content by Canada Goose or its agents; (c) you waive and will not claim or assert any entitlement to any moral rights of an author in any

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Prohibited or Unlawful Use

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Certain laws do not allow limitations on implied warranties or conditions, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

Indemnity

You agree to forthwith defend, fully indemnify and hold Canada Goose, including its affiliates, subsidiaries, and their respective officers, directors, agents and employees, completely harmless from and against any and all loss, actions, claims, damages, costs and expenses, including reasonable legal fees and disbursements on a full indemnity basis, arising from or related to your use of the Web Site, including any Content on the Web Site, and your User Content. This provision shall survive the termination of this Agreement and remain in full force and effect.

Privacy

Please review our practices set-out in our Privacy Policy the terms of which are incorporated herein by reference, which also governs your use of this Web Site.Any personal information you submit to us in connection with your use of this Web Site will be used in accordance with our Privacy Policy.

Review of Transmissions

Canada Goose may, from time to time, monitor and review any information transmitted or received through our Web Site or its associated emails. Canada Goose reserves the right to censor, edit, remove or prohibit the transmission or receipt of any information that we, in our sole and unfettered discretion, deem inappropriate or in violation of the these Web Site Terms of Use. During monitoring, the information may be examined, recorded or copied, and your use of this Web Site constitutes your consent to such monitoring and review. We take no responsibility nor do we assume any liability for any content posted or submitted by you.

Purchases from the Canada Goose Online Store

If you are making a purchase from Canada Goose's online store, you hereby confirm that you have read and understood the Canada Goose Terms and Conditions of Sale, the terms of which are incorporated herein by reference, and agree to abide by those terms.

General

This Web Site Terms of Use together with the agreements and policies referenced herein (the "Agreement"), represents the complete agreement between you and us in relation to the matters covered by this Agreement and supersedes all prior agreements and representations between you and us. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure by Canada Goose to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit our rights with respect to such breach or any subsequent breaches. We may assign our rights and obligations under this Agreement to any party at any time without notice to you. This Agreement shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein. Any action or proceeding arising out of or related to this Agreement or your use of this Web Site must be brought in the courts of the Province of Ontario located in Toronto, Ontario and you hereby irrevocably attorn to the jurisdiction of the courts in the Province of Ontario for all such purposes.

Terms and Conditions of Sale

These Terms and Conditions of Sale are applicable to the Canada Goose Ireland online store (the "Ireland Online Store") located at www.canadagoose.com (the "Web Site") and to orders and sale transactions for products available on the Ireland Online Store ("Product(s)"). Please read them carefully before placing an order with usThese Terms and Conditions of Sale are applicable to the Canada Goose Ireland online store (the "Ireland Online Store") located at www.canadagoose.com/ireland (the "Web Site") and to orders and sale transactions for products available on the Ireland Online Store ("Product(s)"). Please read them carefully before placing an order with us.

The Ireland Online Store is owned by and operated by Canada Goose International AG and its affiliates ("Canada Goose", "We" or "Us").

With regards to your purchases of Products from the Ireland Online Store, you agree that all agreements, notices, disclosures and other communications that are provided electronically satisfy any legal requirement that such communications be in writing. These Terms and Conditions of Sale may change from time to time, and you agree to be bound by the Terms and Conditions of Sale by placing an order at the Ireland Online Store. If you do not agree to these Terms and Conditions of Sale, please do not proceed with your order. Please print and retain a copy of these Terms and Conditions of Sale for your records.

Company Information

All Products available in the Ireland Online Store are sold by Canada Goose International AG, a company registered in Switzerland with registered number CHE-462.165.681 and whose registered office is at Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug.

You can contact us by telephoning our European call centre on <u>1800 94 44 30</u>, by emailing us at <u>cgie@canadagoose.com</u> or by writing to us at Canada Goose International AG, Baarerstrasse 135, CH-6300 Zug.

Ordering Process

The Ireland Online Store is solely for the promotion and sale of Products in the Republic of Ireland. Unfortunately, orders for delivery to addresses outside the Republic of Ireland (including Northern Ireland) cannot be placed through the Ireland Online Store.

You will be required to provide your name and address, phone number, email address, payment details and other information to place an order. You are required to be the holder of a valid credit card or have a valid PayPal account or have a valid Apple Pay account. You must be at least 18 years of age to purchase Products from the Ireland Online Store. You may, but are not required to, create a personal profile pursuant to which you may bring up your billing and delivery address for future orders from the Ireland Online Store. You agree not to provide your personal profile information and password to any person and not to use our Web Site in any manner which could cause it to be disabled, damaged, overloaded, or impaired or interfere with any other person's use and enjoyment of our Web Site. You may not misrepresent your identity as a user.

Price

Prices for the Products listed on the Web Site do not include any applicable taxes, and delivery fees. During the check-out process, applicable charges, taxes, and delivery fees will be added to the amount to be charged to you.

By clicking on the icon confirming your purchase at the end of the check-out process, you agree to pay Canada Goose the amount shown, subject to adjustment as described herein (the "Purchase Price"). The Purchase Price is quoted in Euro plus additional delivery fees and any applicable taxes. Canada Goose may change prices listed on the Web Site at any time without notice. These price amendments will apply to orders placed after such changes.

You may not misrepresent your identity as a user. When placing your order please ensure that the Products you purchase are compatible for the intended use. Please use the information provided in the Ireland Online Store as reference when checking compatibility, however, we make no representation or warranty as to the appropriateness or compatibility of any Product with any particular use. While Canada Goose takes great care to ensure its advertising is accurate, errors or inaccuracies may occur. Canada Goose reserves the right to correct errors or inaccuracies and change or update information on the Ireland Online Store at any time without notice, including in respect of prices, product descriptions, promotions and availability of items. To the extent permitted by applicable law, Canada Goose also reserves the right to cancel or reject orders based on incorrect pricing or availability information.

In the event that a Product is listed at an incorrect price due to an error in pricing, Canada Goose has the right, in our sole discretion, to reject or cancel any orders placed for that Product and will notify you of such cancellation. Note that Products in your Shopping Bag reflect the current price displayed on the Product's details page. Please note that this price may differ from the price displayed when the Product was first placed in your Shopping Bag.

We accept payment by JCB, American Express, MasterCard and Visa branded credit & debit cards including Visa debit, Visa Electron and VPay, as well as by PayPal and Apple Pay. You must pay for the Products before we dispatch them, but we will not charge your credit or debit card or PayPal account until we are ready to dispatch the Products to you. The Purchase Price plus delivery fee and any applicable taxes will be charged in Euro to your selected payment method by us in one or more charges as each Product is shipped.

Your rights to make changes

If you wish to make a change to your order, please contact us. We will let you know if the change is possible. If it is possible, we will let you know about any changes to the price of the Product(s) you have ordered, the timing of supply or anything else resulting from your requested change and ask you to confirm whether you wish to progress with the amendment.

Acceptance, Rejection or Cancellation of Orders by Canada Goose

You agree that your submission of an order on the Ireland Online Store is an offer to buy the Products listed in your order under these Terms and Conditions of Sale. All orders must be accepted by Canada Goose. We may choose not to accept any orders including those that Canada Goose suspects are not placed in good faith or contravene applicable law.

Our acceptance of your order will take place when we email you to confirm it, at which point a contract will come into existence between you and us (the "Contract") this confirmation email will include your order number and details of the items you have ordered. As your order confirmation email is your proof of purchase, you should save and print that document for your potential future use.

We reserve the right, in our sole discretion, to cancel any order prior to delivery and whether before or after acceptance of your order. Upon such a cancellation we will send a cancellation notice to the email provided by you. If cancelled, we will have no obligation to fulfil your order and you will have no obligation to pay us for the order.

Upon dispatch of the Product, you will be charged the amount set out in your order confirmation email.

We retain full legal title to Products until we have received all amounts due on the ordered Products. If we are unable to deliver the Product ordered after our delivery service has notified you that we have tried to deliver the ordered items to you, or if you have provided us with an incorrect delivery address which results in an unsuccessful delivery, the delivery package will be returned to us. If the items remain undelivered and are returned to us undelivered, you agree that we shall assume that you have exercised your right to cancel the contract and, upon our receiving the returned Product we will refund you the Product Price less the delivery fee and reasonable additional costs incurred by Canada Goose.

We reserve the right to charge for redelivery of orders that have not been completed due to you having supplied incorrect address information or where no one is available to take delivery.

You are responsible for inspecting all Products as soon as possible following delivery and you must notify us immediately (and, in any event, within 72 hours) of any shortages, damage or other deficiencies.

Ownership of Products will pass to you upon delivery to the address you gave us.

Limited Quantities and No Sales to Resellers

The Ireland Online Store is for purchases by Irish-based end users of our Products and not for sale to dealers, resellers or distributors or for commercial purposes. For purposes of these Terms and Conditions of Sale, reselling is defined as purchasing or intending to purchase any Product(s) from the Canada Goose Ireland Online Store for the purpose of engaging in a commercial sale of that same Product(s) to a third party or for subsequent sale and shipment outside of Ireland.

Canada Goose reserves the right, at its sole discretion, to limit the quantity of Products purchased on any basis it may determine, from time to time, which may include per person, per household, per credit card or per order. These restrictions may be applicable to orders placed by the same account, the same credit card, and also to orders that use the same billing and/or delivery address. We will attempt to notify you of such cancellation or rejection should such limits be applied. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors or for any reselling.

Products/ Availability and Description of Products

Canada Goose does not guarantee the availability of any Product in the Ireland Online Store. We reserve the right, without liability or earlier notice, to change, discontinue or stop making any Product whether before or after acceptance of any order. Note that in certain cases some Products may be unavailable even if the Web Site indicates that they are in-stock and adding a Product to your cart does not guarantee the availability of that Product.

The images of Products on the Web Site are for illustrative purposes only. Although we have made every effort to display the colours accurately, we cannot guarantee that a device's display of the colours accurately reflects the colour of the Products. Your Product may therefore vary slightly from those images.

Before placing an order, please ensure that the Products you intend to purchase are compatible for their intended use; you should use the information provided on the Web Site as a reference when checking compatibility. However, please note that we make no representation and give no warranty as to the appropriateness or compatibility of any Product for any particular use.

Whilst we take all reasonable care to ensure that the information on the Web Site is accurate, we reserve the right to correct errors or inaccuracies and to change or update such information at any time without notice.

Return Policy

We will accept the return of unwashed, unworn, or defective merchandise with original tags and including all accessories, user manuals and any free gifts that came in the same package purchased from the Ireland Online Store provided that you follow our return instructions. Using the original receipt, you may return Product(s) for a full refund, in the original form of payment, within 30 days of the date your order was shipped. Any delivery fees on the original order are final and will not be refunded.

Return Instructions:

You can request a return delivery label through your order summary in the `my account` - section on the website, OR please call our European call centre on 1800 94 44 30 OR email us at cgie@canadagoose.com for a return label. OR Please follow the instructions on the return form located on the packing slip

If you fail to comply with any instructions relating to the return of a Product, we reserve the right either to reject your return and decline to refund the purchase price or to deduct from any amount to be refunded to you the cost of reasonable repair or other similar direct costs that we have incurred.

Cancellation

The European Union (Consumer Information, Cancellation and Other Rights) Regulations 2013 gives you an entitlement to cancel your order within 14 days of receiving the Product ordered from the Ireland Online Store (the "cooling-off period") which begins on the day that you receive the Products.

During the cooling-off period, you can cancel your order without giving a reason and without incurring charges or penalties, other than possible charges incurred in returning the goods. If the product has not been dispatched, you may cancel your order by following the process in your confirmation email. If the product has been received by you and you wish to cancel the order the Return Instructions apply.

You can request a return delivery label through your order summary in the `my account` - section on the website, OR please call our European call centre on $\underline{1800\ 94\ 44\ 30}$ OR email us at $\underline{\text{cgie@canadagoose.com}}$ for a return label. OR Please follow the instructions on the return form located on the packing slip.

Warranty

Canada Goose Products purchased from the Ireland Online Store are fully warranted to the end-user against defects in material and workmanship beginning at the time of sale and for the "Lifetime of the Product" (the "Warranty"). Therefore, if a Canada Goose Product purchased from our Ireland Online Store ever fails within its lifetime, due to manufacturing defects or workmanship, Canada Goose will, at its option, repair or replace the Product without charge. The Warranty does not extend to damage caused by improper care, accidents, normal wear and tear or negligence. The Canada Goose Warranty is voided if you remove any labels or if the Product has been tailored or altered in any way. For purposes of this Warranty, "Lifetime of the Product" means the usual and customary wearable life of the Product by the original owner. Canada Goose may, at its option, choose to offer to repair damage not covered by the Warranty at Canada Goose's usual charge for repairs. If such an offer is made by Canada Goose, we will evaluate and communicate such offer to the customer on inspection by Canada Goose prior to any

repairs being made. For questions on warranty claims, please contact our warranty department./For questions on Warranty claims, please contact our customer service team at $\underline{1800\ 94\ 44\ 30}$.

Problems with a Product

If you have any questions or complaints about a Product, please contact us. You can telephone our European call centre on $\underline{1800\ 94\ 44\ 30}$ or email us cgie@canadagoose.com or write to us at Canada Goose International AG, Customer Experience, Baarerstrasse 135, CH - 6300 Zug.

In the unlikely event that you are still not satisfied following the conclusion of our complaints handling procedure, then you may refer your complaint to the EU Online Dispute Resolution platform. We will respond to any complaint referred to us by the EU Online Dispute Resolution, this is available at www.ec.europa.eu/consumers/odr.

Use of the Web Site

You hereby confirm that you have read and understood Canada Goose's Web Site Terms of Use and <u>Privacy and Cookies Statement</u>, the terms of which are incorporated herein by reference, and you agree to abide by those terms

Personal Data

Our Privacy and Cookies Statement and additional provisions in these Terms and Conditions of Sale govern the use of personal information that we may collect, use or disclose. Purchasing of goods in the Ireland Online Store requires that you accept Canada Goose's Privacy Statement and consent to the collection, use and disclosure of personal information as described in our Privacy Statement. This includes any information that we collect from you being transferred to, and stored and/or processed at, a destination outside the European Economic Area.

Liability

We attempt to be as accurate as possible and eliminate errors on the Web Site; however, we do not warrant that any Product, service, description, photograph, pricing or other information is accurate, complete, reliable, current or error-free. In the event of an error, whether on the Web Site, in an order confirmation, in processing an order, delivering a Product or service or otherwise, we reserve the right to correct such error and revise your order accordingly if necessary (including charging the correct price) or to cancel the order and refund any amount charged. Your sole remedy in the event of such error is to cancel your order and obtain a refund.

These Terms and Conditions of Sale set out the full extent of Canada Goose's obligations and liabilities in respect of the Products. To the extent permitted by applicable law, there are no other warranties, conditions or other terms that are binding on us save for the ones expressly described in these Terms

and Conditions of Sale. In particular, we will not be responsible for ensuring that the Products are suitable for your purposes. In no event will we be liable, whether based on warranty, contract, tort, negligence, strict liability or any other legal theory whatsoever, for any damages of any kind (including, without limitation, direct, indirect, incidental, consequential, special, exemplary, punitive damages, loss of profits, loss of use, loss of data, personal injury, fines, fees, penalties or other liabilities), whether or not we are advised of the possibility of such damages, resulting from the use of, or the inability to make use of, the Products, the Web Site or the articles, materials, product information, data and other information set out on the Web Site (the "Content").

Certain laws do not allow limitations on implied warranties or conditions, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions, or limitations, may not apply to you, and you may have additional rights to those contained herein.

We only supply Products for personal use by end users. If you use the Products for any commercial, business or resale purposes, we will have no liability to you for any loss of profit, loss of business, business interruption or loss of business opportunity.

General

These Terms and Conditions of Sale (this "Agreement") and the Web Site Terms of Use and the Privacy Statement represent the complete Agreement between the parties in relation to the purchase of the Products and supersede all prior agreements and representations between the parties. If any provision of this Agreement is held to be unenforceable for any reason, such provision shall be reformed only to the extent necessary to make it enforceable and the other terms of this Agreement shall remain in full force and effect. The failure of Canada Goose to act with respect to a breach of this Agreement by you or others does not constitute a waiver and shall not limit our rights with respect to such breach or any subsequent breaches. We may assign our rights and obligations under this Agreement to any party at any time without notice to you. This Agreement shall be governed by and construed in accordance with the laws of Ireland. Any action or proceeding arising out of or related to this Agreement or your use of this Web Site must be brought in the courts of Ireland.