

PRIVACY POLICY

CJDE Treats LLC and Treat House, and any subsidiary, parent and affiliated companies (collectively referred to herein as "Treat House") is deemed to operate this Website (the "Website"). Treat House ("we" or "us") recognizes that you care how information about you is used and shared. We have created this Privacy Policy to inform you what information we collect on the Website, how we use your information and the choices you have about the way your information is collected and used. Please read this Privacy Policy carefully. Your use of the Website indicates that you have read and accepted our privacy practices, as outlined in this Privacy Policy. In addition, please read our Terms of Use which also govern your use of this Website. Please be advised that the practices described in this Privacy Policy apply to information gathered by us or our subsidiaries, affiliates or agents: (i) through this Website, (ii) where applicable, through our Customer Service Department in connection with this Website, (iii) through information provided to us in our free standing retail stores, and (iv) through information provided to us in conjunction with marketing promotions and sweepstakes.

We reserve the right, in our sole discretion, to modify, update, add to, discontinue, remove or otherwise change any portion of this Privacy Policy, in whole or in part, at any time. When we amend this Privacy Policy, we will revise the "last updated" date located at the top of this Privacy Policy. For changes to this Privacy Policy that we consider to be material, we will place a notice on the Website by revising the link on the home page to read substantially as "Updated Privacy Policy" for a reasonable amount of time which may be up to sixty (60) days. If you provide information to us or access or use the Website in any way after this Privacy Policy has been changed, you will be deemed to have unconditionally consented and agreed to such changes. The most current version of this Privacy Policy will be available on the Website and will supersede all previous versions of this Privacy Policy.

If you have any questions regarding this Privacy Policy, you should contact our Customer Service Department by email at info@treathouse.com

WHAT INFORMATION ABOUT ME IS COLLECTED AND STORED?

Personally Identifiable Information: Personally Identifiable Information ("PII") is information that identifies you or could reasonably be used to identify you personally (such as your real name, address, phone number or email address). For example, when you create an account with us, your account information is stored on this Website's server. We may also ask you to provide us with certain PII in connection with the use of this Website, in connection with the services provided by our Customer Service Department, in connection with a brick and mortar transaction (except where prohibited by law) or in connection with an off-line promotion or sweepstakes. For example, we may ask you to provide certain PII when you register with us, place an order on the Website, choose to sign up for an email newsletter, or participate in a promotional event. This information is used to provide the products and services that you have ordered or requested, to process and ship orders, to send order and shipping confirmations and to provide customer service. This information also may be used to contact you about sales, special offers and new Website features, unless you have opted not to receive promotional communications in connection with this Website. We may also ask you to provide us with demographic information, information regarding your interests or similar information. Providing us with information about yourself is voluntary, and you can always choose not to provide certain information, but then you may not be able to take advantage of or participate in some of the Website's features.

In addition, you may have the opportunity to provide us with the PII, such as name or e-mail address of a friend, such as when you choose to use any "refer a friend" or "send to a friend" function to inform someone about information or a special feature from our Website. The e-mail addresses you supply us for

those activities will not be retained for other purposes unless otherwise disclosed at the time you provide such information. We encourage you to send such items only to recipients who are your friends or family or persons with whom you have a relationship so that it doesn't seem like we are "spamming" them.

Non-Personally Identifiable Information: When your computer contacts our web servers (for example, when you visit this Website, or view an HTML e-mail), our web servers automatically collect Website usage information. Website usage information is non-identifying information that describes how our visitors use and navigate our Website. It can include the number and frequency of visitors to each web page and the length of their stays, browser type, referrer data that identifies the web page visited prior and subsequent to visiting our Website, and IP addresses (see below for more information on IP addresses). We also may determine the applicable technology available in order to serve you the most appropriate version of a web page, e-mail or similar service. This information is used to analyze and improve this Website and to provide our customers with a fulfilling shopping experience.

Use of Cookies: Also, like many Websites, we use "cookies". Cookies are pieces of information that a website either transfers to your computer's hard drive or stores temporarily in your computer's memory for record-keeping purposes. We may use cookies for a number of purposes. For example, cookies help us to identify account holders and to optimize their shopping experience. Cookies also allow us to hold selections in a shopping cart when a user leaves this Website without checking out. When you log in at this Web site with your username and password, we will assign you a secure session id. The server then passes your information to you through this secure session id. Also, we will use cookies to monitor and maintain information about your use of this Website. Cookies are also used to track the identity of the Website you visited immediately prior to visiting this Website; otherwise, we do not track information about your use of other Websites. Most browsers accept cookies automatically. You can reset your browser to refuse all cookies or to indicate when a cookie is being sent. However, we recommend that you leave cookies "turned on" so that we can offer you a better shopping experience on this Website. If you decline to accept cookies, you may not be able to take advantage of or participate in certain features of this Website.

Use of Web Beacons: Our web pages or e-mail messages may contain a small graphic image called a web beacon, which is sometimes also called a "clear gif", that allows us to monitor and collect certain limited information about our users, such as the type of browser requesting the web beacon, the IP address of the computer that the web beacon is sent to and the time the web beacon was viewed. Web beacons can be very small or invisible to the user, but, in general, any electronic image viewed as part of a web page or e-mail, including HTML based content, can act as a web beacon. We may use web beacons to count visitors to our web pages or to monitor how our users navigate our Website, and we may include web beacons in e-mail messages in order to count how many messages we sent were actually opened or acted upon. We use web beacons to compile aggregate statistics about our Website and our marketing campaigns.

Use Of IP Addresses: An IP address is a number that is assigned to your computer or network when you are linked to the Internet. When you request pages from this Website, our servers log your IP address. We may use IP address for a number of purposes, such as system administration, to report aggregate information to our business partners or to audit the use of the Website. We may associate your IP address with the PII you provide.

We also may collect and store information about you that we receive from other sources, to enable us to update and correct the information contained in our database and to provide product recommendations and special offers that we think will interest you.

IS INFORMATION COLLECTED FROM CHILDREN?

We do not knowingly sell or ship any items ordered through this Website directly to anyone who we know to be under the age of 13, nor do we collect any PII from anyone who we know to be under the age of 13. If you are under the age of 18, you should use this Website only with the involvement of a parent or guardian and should not submit any PII to us. If we discover that a person under the age of 13 has provided Treat House with PII, Treat House will use commercially reasonable efforts to delete such person's PII from its system.

TREAT HOUSE'S USE AND DISCLOSURE OF COLLECTED INFORMATION

Use by Treat House: We may use your PII to provide you with requested information, services or content, to contact you in connection with a promotion, or for other purposes disclosed when you provide the information. We may also contact you from time to time on behalf of one of our affiliated companies or an external business partner with information that may be of interest to you. We may also contact you regarding any problems or questions we have relating to your use of our Website, or, in our discretion, notify you of changes to our Privacy Policy, Terms of Use or other policy or terms that affect you and your use of our Website. We may also use information about our users, including PII, for internal purposes.

WITH WHOM DOES TREAT HOUSE SHARE INFORMATION?

We may provide information to select outside companies when we believe their products or services may be of interest to you. If you opt in to receive communications from a third party, your information will be subject to the third party's privacy policy and not this Privacy Policy. Therefore, if you later decide that you do not want that third party to use your information, you will need to contact the third party directly. In addition, Treat House may share your PII with third parties under the following circumstances:

Third parties providing services on our behalf: We may engage third parties to perform services in connection with the operation of our business. Examples of these services include: (a) payment processing and authorization, (b) fraud protection and credit risk reduction, (c) product customization, (d) order fulfillment, (e) shipping, (f) marketing and promotional material distribution, (g) Website evaluation, (h) data collection, storage, management, analysis and, where applicable, cleansing, and (i) any other services designed to assist us in maximizing our business potential. These third parties may have access to this Website's user information, including PII, to the extent it is needed to perform their duties and functions.

Treat House's Security: We may release information about our users, including PII, when legally required to do so, at the request of governmental authorities conducting an investigation, or to verify or enforce compliance with the policies governing our Website and applicable laws. We may also disclose such user information whenever we believe disclosure is necessary to protect the rights, property or safety of Treat House or any of our respective affiliates, business partners, customers or others.

Aggregate Information: We may disclose non-identifying, aggregated user statistics to third parties for a variety of purposes, including describing our services to prospective partners and other third parties. Examples of such non-personal information include the number of users who visited this Website during a specific time period or purchased a specific product through this Website.

Promotions: If you choose to enter a contest, sweepstakes or promotion, your PII may be disclosed to third parties in connection with such promotion, including without limitation for purposes of posting your entry with attribution or otherwise as permitted in the official rules for the promotion in question, fulfilling your prize or including your name on a winners list. Also, by entering a promotion, we may require you to consent to the use of your PII or other information, such as name, voice or likeness, in advertising,

promotional and marketing materials. In addition, we may offer certain promotional content, such as a sweepstakes, sponsored by or co-branded with a third party, who may obtain the PII that you submit.

Corporate change: In addition, we reserve the right to disclose, share and/or otherwise transfer user information, including without limitation PII, in connection with a corporate merger, acquisition, consolidation, the sale of a portion of our business or the sale of substantially all of Treat House's assets, or other fundamental corporate change, whatever form it may take. You will be notified via e-mail or prominent notice on our Website prior to a change of ownership or control of your personal information, if your personal information will be used contrary to this policy. For clarification and the removal of doubt, Treat House specifically reserves the right to transfer or share a copy of personally identifiable information collected pursuant to this Privacy Policy from this Web Site, off-line or otherwise, to the buyer of that portion of its business relating to that information.

WHAT STEPS ARE TAKEN TO KEEP PERSONAL INFORMATION SECURE?

We use various security measures, including Secure Socket Layer (SSL) encryption technology, to protect personal information that we collect. If you place an order through this Website, you will be asked to set up an account and provide an email address and password. You must provide an appropriate email address and password in order to access account information. In order to help protect your personal information further, you should be careful about providing your password to others. If you wish to cancel a password, or if you become aware of any loss, theft or unauthorized use of a password, please contact our Customer Service Department by email at info@treathouse.com or by phone at 1-212-799-7779

We strive to ensure the security of your PII on our systems, including limiting access to the PII contained on our servers. Unfortunately, no security measures are perfect or impenetrable and data transmission over the Internet can be guaranteed to be 100% secure. We cannot and do not ensure or warrant the security of any information you transmit to Treat House and you do so at your own risk.

COMMUNITY FEATURES

As a convenience to its visitors, Treat House provides or may provide, at its sole discretion, one or more chat areas, message boards, e-mail functions, messaging services, file communities, polls, surveys, and other services (collectively, the "Community Features"). Community Features are provided by Treat House to you and others subject to the Terms of Use, and the "Community Guidelines" set forth below. The user who posts content in the Community Features ("Community Content") is responsible for the reliability, accuracy and truthfulness of such Community Content, and Treat House has no control over same. Additionally, Treat House has no control over whether any such posted material is of a nature that users will find offensive, distasteful or otherwise unacceptable and expressly disclaims any responsibility for such material.

Please review our restrictions on use and guidelines for Community Features in our Terms of Use. In addition, please note that this Privacy Policy does not apply to any information you may disclose publicly in any Community Feature. You should keep in mind that whenever you publicly disclose information about yourself online, that information could be collected and used by people that you do not know. In addition, certain Community Features may display IP addresses and possibly PII along with the message poster's name and message. Treat House bears no responsibility for any action or policies of any third parties who collect any information users may disclose in Community Features or other public areas, if any, of this Website.

In consideration for your use of the Website's Community Features and functionality, you agree to (i) comply with the "Community Guidelines" set forth below. Users who violate the Community Guidelines, may, at Treat House's sole discretion, be permanently banned from using the Website.

COMMUNITY GUIDELINES:

ENTERING ANY COMMUNITY FEATURE WILL CONSTITUTE ACCEPTANCE OF THE COMMUNITY GUIDELINES. IF YOU DO NOT AGREE TO ABIDE BY THE COMMUNITY GUIDELINES, PLEASE DO NOT ENTER ANY COMMUNITY FEATURES.

You are entirely responsible and liable for all activities conducted by you within the Community Features, including the transmission, posting, or other provision of Community Content to any portion of the Community Features. Listed below are some, though not all, violations that may result in Treat House terminating or suspending your access to Community Features on a temporary or permanent basis, as determined by Treat House in its sole discretion ("Community Guidelines"). You agree not to do any of the following actions while using any of the Community Features:

- Violate these Community Guidelines or abuse the community purpose of the chat areas.
- Participate in any part of the Website if you are under the age of 18.
- Use profanity, obscenities, or ****asterisks**** or other "masking" characters to disguise profane or obscene words.
- Use obscene, lewd, slanderous, pornographic, abusive, violent, insulting, indecent, threatening and harassing language of any kind.
- Impersonate other users.
- Attack (flame or "cyberbully") individuals, companies or products, although you are otherwise welcome to offer your opinions or comments on the subject at hand.
- Post topics on message boards, on the Website or within any of the Community Features that are unrelated to the subject of the Website.
- Advertise or promote other companies or URLs.
- Share PII with others on the Website.
- Include advertising in communications.
- Post material that is copyrighted, protected by trade secret or otherwise subject to third party proprietary rights, including privacy and publicity rights, unless you are the owner of such rights or have permission from their rightful owner to post the material and to grant Treat House all of the license rights granted herein.
- Include advanced fonts, java, tables, html, or other programming codes or commands in messages.
- Distribute or otherwise publish any Community Content containing any solicitation of funds, promotion, advertising, or solicitation for goods or services. You also hereby acknowledge that you are prohibited from soliciting other guests to join or become members of any commercial online service or other organization.
- Collect or harvest the information of any user or otherwise access the Website using automated means (including but not limited to harvesting bots, robots, spiders or scrapers).
- Information disclosed in Community Features is by design revealed to the public. The Website is not responsible for any information you choose to disclose to others. The Website reserves the right, but not the obligation, to remove any posts for any reason. Treat House does not endorse the Community Content in the Community Features and specifically disclaims any responsibility or liability to any person or entity (including, without limitation, persons who may use or rely on such material) for any loss, damage (whether actual, consequential, punitive or otherwise), injury, claim, liability or other cause of any kind or character based upon or resulting from any Community Content provided through a Community Feature. By posting or uploading Community Content to any Community Feature or submitting any other Community Content to Lucky, you automatically grant (or warrant that the owner of such rights has expressly granted) Treat House a perpetual, worldwide, royalty-free, irrevocable, non-exclusive right and license to use, reproduce, modify, adapt, publish, translate, sub-license, create derivative works from and distribute such materials or incorporate such Community Content into any form, medium, or technology now known hereafter devised throughout the universe in perpetuity. In addition, you warrant that the content as uploaded or posted by you

does not violate any person's so-called "moral rights" or other similar or analogous rights under any applicable laws in any country or region of the world.

- You understand that the uploading to and/or posting of any Community Content in any Community Feature shall not be subject to any obligation of confidence on the part of Treat House, and Treat House shall not be liable for any use or disclosure of any Community Content. Without limitation of the foregoing, Treat House shall exclusively own all now known or hereafter existing rights to the Community Content of every kind and nature, in perpetuity, throughout the universe and shall be entitled to unrestricted use of the Community Content in any and all media, now known or hereafter devised, throughout the universe, in perpetuity for any purpose whatsoever, commercial or otherwise, without compensation or credit to the provider, author or owner of the Community Content.
- You agree to indemnify Treat House for any and all third party claims, damages, losses, and causes of action arising as a result of your posting or uploading any Community Content to any Community Feature or submitting any Community Content to Lucky, or your failure to comply with the Community Guidelines. Treat House does not and cannot review every message posted by users on the Website, and is not responsible for the content of these messages or the views or opinions expressed by the users of the Website. Treat House reserves the right to, but is not obligated to, delete, move or edit Community Content, in whole or in part, submitted by you to the Website and/or Treat House for any reason. In no event does Treat House assume any obligation to monitor the Community Features or remove any specific material.

HOW CAN I ACCESS, CORRECT AND UPDATE PERSONAL INFORMATION?

You can access, correct and update certain personal information that you have provided to us by clicking on "Manage Your Account" within the Help Desk area of this Website.

YOUR CHOICES/UNSUBSCRIBE

You will have an opportunity to unsubscribe from receiving promotional material from this Website by clicking on an "unsubscribe" hyperlink contained in promotional emails we send you. Additionally you may email us at customerservice@luckybrand.net or call us at 866.975.5825 or write to us at Fifth & Pacific Companies, Consumer Relations, 5901 Westside Ave, North Bergen, NJ 07047. Because customer lists often are prepared well in advance of an offering (sometimes a few months before the offer is made), you may continue to receive some offers after you send us a request not to use your information for specified marketing purposes. Please be aware that we will process your request as quickly as we reasonably can, but it may not be possible to update our systems immediately. We appreciate your patience and understanding in giving us time to carry out your request.

Even if you are removed from any such list, if you order online, we will send you an email confirming your order and may need to contact you by phone, email, or regular mail if we have questions about your order. In addition, you should be aware that it is not always possible to completely remove or delete all of your information from our databases without some residual data because of backups and other reasons.

If you want to opt out of having your PII shared with third parties for marketing purposes, you must consistently opt-out at each of our websites where you register and whenever you provide PII to us. Please bear in mind that this opt-out choice for "third parties" will not apply to Lucky, Treat House licensees and/or co-branding participants, as set forth below. Please also keep in mind that any opt-out choices you make will not apply in situations where (a) you either have made, simultaneously make, or later make a specific request for information from us, or (b) Treat House uses your PII for either operational purposes (e.g. to complete transactions requested by you, or to send you administrative communications either about your account with us or about features of our websites, including any future changes to this Privacy Policy, the Terms of Use, or any other policy or terms that affect you and your use

of our Website) or fulfillment purposes (e.g. sharing with companies that facilitate communications and transactions with you).

Finally, if you do not exercise your opt-out choices upon registration or otherwise at the time the PII is provided, it may take some time to process your opt-out choices. Our systems require time to update, and promotional mailings using PII shared before your opt-out may already be in process. Thus, your PII might continue to be shared with third parties for promotional purposes for some time after you make your request. For similar reasons, if your PII is shared with a third party, Treat House largely or completely loses control over how that information is used. Thus, even after you have opted out of allowing us to share your PII, you might continue to receive promotional materials from third parties unless and until you duly register your opt-out request with each third party in question.

WHAT HAPPENS WHEN I LINK TO OR FROM ANOTHER WEBSITE?

Please be aware that when you are navigating our Website or viewing an email or other content provided by Lucky, you may have the opportunity to click on links that take you outside of Treat House's service to other websites or online content that are beyond Treat House's control. If you "click" on the link to such a third party, the "click" takes you to a third party's website or online content. We have no control over and are not responsible for the content of any third party websites to which you navigate. Please be advised that the practices described in this Privacy Policy do not apply to information gathered through these other Websites. We encourage you to be aware of when you leave this Website and to read the privacy policies of each and every Website that you visit.

If you have accessed this Website through a link from certain of our advertising or marketing partners, this Website may include a frame of the applicable advertising or marketing partner. Nevertheless, the information you provide to us through these framed Web pages is collected by us, and our use of this information is governed by this Privacy Policy.

WHAT ABOUT ONLINE SURVEYS?

We may from time to time conduct on-line surveys. When you complete an online survey, we may ask for certain information including your age, zip code, shopping habits, email and/or mailing address. This information will be treated in accordance with this Privacy Policy.

COLLECTION IN AND TRANSFER TO THE UNITED STATES

This Website is operated in the United States. If you are located in the European Union, Canada or elsewhere outside of the United States, please be aware that any information you provide to us will be collected in or transferred to the United States. By using our Website, participating in any of our services and/or providing us with your information, you consent to this transfer.