

**ENFORCEABLE UNDERTAKING GIVEN TO THE AUSTRALIAN COMMUNICATIONS AND MEDIA AUTHORITY BY LULULEMON ATHLETICA AUSTRALIA PTY LTD (ACN 110 186 233) UNDER SECTION 38 OF THE SPAM ACT 2003**

**1. Definitions**

- 1.1. In this Undertaking:
- 1.1.1. **ACMA** means the Australian Communications and Media Authority.
  - 1.1.2. **CEM** means commercial electronic message within the scope of the Spam Act 2003.
  - 1.1.3. **CEM complaint** means a complaint to lululemon that relates to a CEM sent/caused to be sent, or alleged to have been sent/caused to be sent, by lululemon and includes complaints notified to lululemon by the ACMA.
  - 1.1.4. **Commencement date** has the meaning given in subclause 2.1.
  - 1.1.5. **Implementation Plan** means the lululemon Board approved plan in response to the Independent Consultant's Report referred to in subclause 7.1.
  - 1.1.6. **Independent Consultant** means a qualified and independent consultant with expertise in audits relating to risk and compliance, processes, procedures, systems, governance and controls.
  - 1.1.7. **lululemon** means lululemon Athletica Australia Pty Ltd, ACN 110 186 233.
  - 1.1.8. **lululemon Board** means lululemon's Board of Directors or equivalent management body or Chief Risk Officer.
  - 1.1.9. **Personnel** means any employees or contractors engaged by lululemon.
  - 1.1.10. **Report** means the report produced by the Independent Consultant referred to in subclause 6.1.
  - 1.1.11. **Senior Executive Service** means the Senior Executive Service constituted by subsection 35(1) of the *Public Service Act 1999* (Cth).
  - 1.1.12. **Spam Act** means *Spam Act 2003* (Cth).

**2. Term of the Undertaking**

- 2.1. This Undertaking commences when it has been accepted in writing by the ACMA (**Commencement date**). This will be the date the ACMA signs and dates the Undertaking.
- 2.2. This Undertaking continues for a period of 24 months from the Commencement date or until it is withdrawn by lululemon, with the consent of the ACMA, pursuant to subsection 38(2) of the Spam Act, whichever is earlier.
- 2.3. This Undertaking may be varied by lululemon, with the consent of the ACMA, pursuant to subsection 38(2) of the Spam Act.
- 2.4. Any notice or approval required or permitted to be given by the ACMA under this Undertaking must be in writing and may be given by any ACMA Authority member or by any ACMA staff member who is a member of the Senior Executive Service.

### **3. Background**

- 3.1. On 16 April 2025, the ACMA notified lululemon that the ACMA had reasonable grounds to believe that, during the relevant period, lululemon sent, or caused to be sent, CEMs without functional unsubscribe facilities, in contravention of section 18 of the Spam Act.
- 3.2. lululemon acknowledges the ACMA's findings set out in the investigation report dated 16 October 2025, and in response to the ACMA's concerns regarding lululemon's compliance with the Spam Act, offers this Undertaking to the ACMA aimed at addressing future compliance with the Spam Act.

### **4. Undertaking**

- 4.1. lululemon undertakes to take the following specified actions to ensure lululemon's processes, procedures and systems used for sending CEMs in Australia comply with the Spam Act and that lululemon does not contravene the Spam Act in the future.

### **5. Remedial action taken by lululemon prior to entering into this Undertaking**

- 5.1. lululemon takes compliance with the Spam Act seriously. Upon receiving notice from the ACMA of potential breaches of the Spam Act involving lululemon's marketing practices, lululemon promptly conducted a root cause analysis into the alleged non-compliance.
- 5.2. Prior to offering this Undertaking, lululemon has undertaken the following remedial actions:
  - 5.2.1. updating message templates to comply with the Spam Act;
  - 5.2.2. conducting an in-depth analysis of its processes to identify potential deficiencies within lululemon's direct messaging review procedure;
  - 5.2.3. undertaking the development of processes, procedures and documentation to enhance compliance with the Spam Act; and
  - 5.2.4. reviewing relevant third party systems and contracts to confirm those third party systems and contracts allow lululemon to comply fully with its Spam Act obligations.

### **6. Independent Consultant Report**

- 6.1. lululemon undertakes to appoint an Independent Consultant to:
  - 6.1.1. review lululemon's current policies, procedures, and systems (including ICT systems) applicable to its compliance with the Spam Act, and identify any deficiencies and/or any improvements (where applicable) to ensure that:
    - a. remedial action undertaken to date (set out in subclause 5.2 above) is effective to address the root cause of the found compliance issues and ensure future compliance;
    - b. all CEMs sent, or caused to be sent, by lululemon contain a functional unsubscribe facility as required by subsection 18(1) of the Spam Act;
    - c. all CEMs sent, or caused to be sent, by lululemon to consumers which are intended to be treated as designated CEMs (within the meaning given in Schedule 1 of the Spam Act) have been accurately categorised as designated CEMs, with regard to all relevant factors under the Spam Act;

- d. lululemon classifies and analyses its records of CEM complaints to identify systemic and recurring problems and trends to act upon; and
    - e. change management processes and changes to policies, procedures and systems (including ICT systems) do not lead to non-compliance.
  - 6.1.2. produce a report (**the Report**) making recommendations (to the extent required) regarding:
    - a. each of the items at subparagraphs 6.1.1. (a) to (e) above;
    - b. improvements to lululemon's policies and procedures (including with respect to the creation and review of CEM and designated CEM templates);
    - c. suggested training content for relevant personnel of lululemon who create or send CEMs to consumers in Australia on Spam Act compliance;
    - d. lululemon's ongoing monitoring of its Spam Act compliance; and
    - e. steps lululemon can take to address any identified systemic problems.
- 6.2. lululemon undertakes to seek written approval from the ACMA for the appointment of the proposed Independent Consultant within 40 business days after the Commencement date. The written approval must be accompanied by the proposed terms under which the Independent Consultant will be engaged to ensure their independence. The terms do not need to include details of the Independent Consultant's remuneration.
- 6.3. lululemon undertakes to appoint the Independent Consultant, and to provide written notification of that appointment to the ACMA, within 10 business days after the ACMA has given its written approval.
- 6.4. The Independent Consultant will provide the Report to the lululemon Board, and at the same time to the ACMA, within six months of their appointment.
- 6.5. Subject to the ACMA's written agreement, lululemon may remove the Independent Consultant at any time and replace the Independent Consultant with a new Independent Consultant approved by ACMA.
- 6.6. If the ACMA does not approve an Independent Consultant, or newly proposed Independent Consultant, lululemon will repeat the process at subclause 6.2 above until it has the ACMA's approval.

## 7. Implementation Plan

- 7.1. Within 50 business days of receiving the Report lululemon will:
  - 7.1.1. develop an Implementation Plan setting out the steps lululemon has taken, or will take, to implement all recommendations made by the Independent Consultant in the Report, including timeframes (unless the ACMA specifically agrees that any recommendation need not be implemented);
  - 7.1.2. obtain the formal approval of the Board for the Implementation Plan; and
  - 7.1.3. provide a copy of the Board-approved Implementation Plan to the ACMA.

- 7.2. lululemon undertakes to comply with the approved Implementation Plan in accordance with the timeframes specified in the plan.
- 7.3. The Implementation Plan may be modified at any time subject to the ACMA's written approval. Any request for a modification must be made in writing to the ACMA.

## **8. Ongoing assurance and reporting**

- 8.1. Seven months from the Commencement date, and every six months from that point on, lululemon will provide a compliance report, approved by the lululemon Board, to the ACMA that covers the previous 6 months. The report will not contain any name or detail that could reasonably identify an individual. The report will include:
  - 8.1.1. all complaints made to lululemon directly related to alleged non-compliance with the Spam Act, including the date of the complaint and a unique identifier for each complaint;
  - 8.1.2. any action lululemon has taken on each complaint the ACMA has notified lululemon about or lululemon has received directly (including where relevant, actions taken on an aggregate basis in relation to multiple complaints). For any action taken, or proposed to be taken, the applicable dates will be provided;
  - 8.1.3. records of all training provided during the previous 6 months in respect of Spam Act compliance; and
  - 8.1.4. all lululemon identified instances of non-compliance with the Spam Act, including the cause of the compliance issue and any remediation action taken or planned to be taken and applicable dates.
- 8.2. The second such report (required 13 months after commencement) and each subsequent report will state the status of actions lululemon has taken or will take under the Implementation Plan, including any delays and reasons for the delays.

## **9. Training**

- 9.1. Within 30 business days of the Commencement date, lululemon undertakes to train all personnel that are responsible for creating, sending or authorising CEMs, and their direct line manager in respect of compliance with the Spam Act.
- 9.2. lululemon undertakes to provide training similar to that described in subclause 9.1, for all new personnel that are responsible for creating, sending or authorising CEMs within 12 weeks of their commencement in such roles.
- 9.3. lululemon undertakes to repeat the training, described in subclause 9.1, within 12 months after lululemon has undertaken the training referred to in subclause 9.1 for the term of this Undertaking. If personnel have attended training within the past 6 months, they will not be required to attend this 12 monthly repeat training unless new training content has been added.

## **10. Record-keeping**

- 10.1. lululemon undertakes to keep written records of:
  - 10.1.1. requests to unsubscribe from receiving CEMs received from individuals during the term of this Undertaking;
  - 10.1.2. any improvements made arising from any Report produced by the Independent Consultant; and

- 10.1.3. training provided to staff pursuant to this undertaking.
- 10.2. lululemon undertakes to provide copies of records referred to in this clause to the ACMA upon request by the ACMA.

**11. Acknowledgment of publication**

- 11.1. lululemon acknowledges that the ACMA may:
  - 11.1.1. issue a media release on execution of this Undertaking referring to its terms;
  - 11.1.2. publish this Undertaking available for public inspection; and
  - 11.1.3. refer to this Undertaking publicly from time to time.

Execution

**SIGNED** by an authorised representative for  
**LULULEMON ATHLETICA AUSTRALIA PTY  
LTD**

**SIGNED** by an authorised representative for the  
**AUSTRALIAN COMMUNICATIONS AND  
MEDIA AUTHORITY**



Signature of Authorised Representative

Signature of Authorised Representative

**Trevor Holand**

Jeremy Fenton

Name of Authorised Representative

Name of Authorised Representative

**Vice President, Aus and NZ**

Executive Manager, Unsolicited  
Communications and Scams

Title of Authorised Representative

Title of Authorised Representative

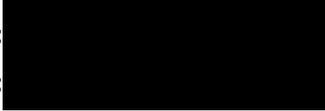
Feb 12, 2026

13 February 2026

Date of Signature

Date of Signature

Signature:



Email: