

# Terms and Conditions for participation in HUGO BOSS EXPERIENCE

(As of: 29<sup>th</sup> of June 2020)

## 1. Participation in HUGO BOSS EXPERIENCE and scope of application

- 1.1. HUGO BOSS AG, Holy-Allee 3, D-72555 Metzingen, Germany (hereinafter “**HUGO BOSS**” or “**we**”) operates the customer loyalty programme HUGO BOSS EXPERIENCE (hereinafter “**Customer Loyalty Programme**”). In order to be able to participate in HUGO BOSS EXPERIENCE, the customer must accept the following Terms and Conditions (hereinafter “**Terms and Conditions**”) in the course of the registration process.
- 1.2. Any natural person over the age of 18 and resident in Canada may participate in the Customer Loyalty Programme.
- 1.3. Participation is free of charge.
- 1.4. HUGO BOSS provides all Customer Loyalty Programme services, offers and content (hereinafter “**Benefits**”) exclusively based on these Terms and Conditions and solely in participating brick-mortar retail stores. Participating Retail Stores in the Customer Loyalty Programme are all stores located in Canada, Mexico and Brazil which are operated by HUGO BOSS or companies associated with HUGO BOSS, including HUGO BOSS Canada Inc. (hereinafter “**Retail Stores**”). An overview of the current participating Retail Stores can be found in the HUGO BOSS Store Locator on the HUGO BOSS website ([www.hugoboss.com/ca/en](http://www.hugoboss.com/ca/en), hereinafter “**Website**”). For greater certainty, the HUGO BOSS Loyalty Program does not apply to HUGO BOSS corners/concessions located in Harry Rosen, Holt Renfrew, Hudson’s Bay or other third party stores, or to third party stores that carry HUGO BOSS products. The HUGO BOSS Online Store available via the Website, the HUGO BOSS Mobile App and the HUGO BOSS Order from Store App available in our Retail Stores also participate in the Customer Loyalty Programme (hereinafter jointly “**Online Store**”).
- 1.5. Providing the Customer Loyalty Programme requires a cross-border data transfer of personal master data, participant data and transaction data to the participating Retail Stores in Canada, Mexico and Brazil. Further details can be found in the Privacy Policy for participation in HUGO BOSS EXPERIENCE.

- 1.6.** The customer may register for the Customer Loyalty Programme by either filling in a datasheet with the required mandatory information and signing this datasheet in case of a paper-based registration in Retail Stores or by filling in the digital application form with the required mandatory information and signing the digital application form in case of a digital registration in Retail Stores. Alternatively, the customer may register for the Customer Loyalty Programme online on the Website by creating a My HUGO BOSS account. Therefore, the customer has to fill in the application form with the required mandatory information and click the button “create account”. In order to confirm the online registration for the Customer Loyalty Programme the customer has to confirm a double opt-in e-mail, which is sent out automatically after clicking the button “create account”.
- 1.7.** The customer becomes a participant (hereinafter “**Participant**”) in the Customer Loyalty Programme by signing the filled in datasheet/ digital application form in a Retail Store or by confirming the double opt-in when registering online and HUGO BOSS accepts customer’s application. In the event of registration, the Participant receives a digital welcome package as well as a personal Customer ID by email. You can find detailed information about the Customer ID in Section 3.
- 1.8.** The welcome e-mail sent by HUGO BOSS to the Customer constitutes the conclusion of a legally binding contract between the customer and HUGO BOSS. Please note that there is no legal entitlement to acceptance for participation in the Customer Loyalty Programme. HUGO BOSS reserves the right to refuse the application for participation in the Customer Loyalty Programme without providing any reason.

## **2. Benefits**

As a Participant, you will have access to the Benefits described below:

### **2.1 Personal shopping**

Participants can exclusively use our personal shopping service in Retail Stores. This service includes individual shopping advice provided by personal sales advisors and exclusive personal shopping appointments in Retail Stores offering a top-level personalised advice based on the information stored in our customer database.

## 2.2 Alterations service

As a Participant you can take advantage of the alterations service in all Retail Stores (except Outlets) for purchases made in these Retail Stores (except Outlets) and the Online Store. The store specialists will assist in measuring and assessing the ideal fit for you with your new HUGO BOSS products. One standard alteration (minor trouser length or sleeve adjustment) per single men's and/or women's suiting (i.e. formal jackets, trousers, skirts & dresses available of the same fabric) purchased at full price will be performed free of charge. Please note that products altered to your specification cannot be returned or exchanged (Section 2.4).

## 2.3 Exchanges & Returns

All your purchases made in the Retail Stores while identifying as a Participant can be seen in our system. Therefore, we can offer you the benefit of exchanging or returning goods without the respective receipt. Please note that you need to comply with the conditions as set out on the receipt (e.g. return period). Furthermore, products purchased in a full priced Retail Store can only be exchanged or returned in full price Retail Stores. Purchases made in Outlet Stores can only be exchanged or returned in Outlet Stores. However, exchanges or returns of goods may be processed only country specific, e.g. purchases from Canada may be exchanged or returned only in Canada.

## 2.4 Personalised information and invitations

Based on the information stored in our customer database, we offer you personalised news, product recommendations and other information as well as invitations to special promotions and events, in each case individually tailored to your personal preferences. We will also keep you up to date on the latest HUGO BOSS collections, fashion shows, sports events and other events.

## 2.5 My HUGO BOSS customer account

All Participants who register for the Customer Loyalty Programme also receive access to the exclusive My HUGO BOSS customer account (hereinafter "**Customer Account**") in the Online Store with additional functions and offers tailored to the Participant's individual interests. Participants who register for the Customer Loyalty Programme in Retail Stores and who want to use the online functionality of the Customer Loyalty Programme must activate their personal Customer Account separately by entering a password. In your Customer Account you can manage your **personal master data** and select your preferred

**communication channels** for personalised information and invitations from HUGO BOSS.

If you have provided a communication permission, we are able to send you invitations to special **promotions**, which are individually tailored to your interests.

You can also save **delivery addresses** in your Customer Account and use this data for your orders in the Online Store. Once you have logged into your Customer Account, information required for the order process in the Online Store will be entered automatically based on the information saved in your Customer Account in order to make the Online Store order process as convenient as possible.

You may also want to save credit card **payment** information in your Customer Account in order to facilitate credit card payments when shopping online. A credit card token connected to your delivery addresses will be saved in your Customer Account if you wish to make use of this payment function.

The Customer Account also offers you an overview of your **purchase history** in Retail Stores and the Online Store and also allows you to track the processing and delivery status of your purchases made in the Online Store. As a Participant, you also have a “buy it again” function when shopping online.

In your Customer Account you can also create and manage **wish lists** which enable you to save HUGO BOSS products for a subsequent visit to the Online Store. Furthermore, you can check the availability of HUGO BOSS products in the Online Store or in the Retail Store of your choice.

So that we can tailor your advice and the information sent to you as closely as possible to your personal interests, you can create and manage **preferences** for specific HUGO BOSS brands as well as for sizes and interests as well as your **preferred Retail Store**. We use this information together with the information collected by us about your use of the Website so that we can personalise and tailor the configuration of your Customer Account. In order to make shopping as convenient as possible for you, we pre-select automatically your size in the Online Store, which you saved in your Customer Account. Please note that you need to be logged in to your Customer Account for this service. We also inform you in the Online Store whether a selected product is available in your preferred Retail Store in your preferred size.

### **3. Customer ID**

- 3.1** Participants receive their personal HUGO BOSS EXPERIENCE Customer ID (hereinafter “**Customer ID**”) via the preferred communication channel (Section 1.7). Alternatively, the Participant can view the individual Customer ID in his/her Customer Account.
- 3.2** The Customer ID is personalised and not transferrable.

### **4. Notice of termination and termination**

- 4.1** The Participant may terminate his or her participation in the Customer Loyalty Programme at any time without observing a notice period by written notification sent to HUGO BOSS at the address stated in Section 1.1 or in text form by email to [service-ca@hugoboss.com](mailto:service-ca@hugoboss.com).
- 4.2** HUGO BOSS may terminate the participation in the Customer Loyalty Programme at any time observing a notice period of 14 days. Rights of termination for good cause remain unaffected.

### **5. Changes in range of services and Terms and Conditions**

- 5.1** HUGO BOSS reserves the right to change or discontinue the scope or details of free services offered or to offer them for a fee in future. In so doing, HUGO BOSS will take the Participant’s justified interests into account.
- 5.2** HUGO BOSS reserves the right to change or amend these Terms and Conditions with future effect, particularly where statutory provisions so require or where this is necessary for improving processes or preventing abuse.
- 5.3** HUGO BOSS will notify the Participant of the change in each case described under Section 5.1 and 5.2 via one of the provided communication channels.
- 5.4** The changes shall be deemed to have been accepted if the Participant does not submit any objection to HUGO BOSS within six weeks of receiving the notification or the participant continues to use his or her or Customer Account after expiry of this period. In the case of any individual change in the Terms and Conditions, HUGO BOSS will inform the Participant of the aforementioned right of objection and of the aforementioned consequences of failing to submit an objection. In the event of the Participant’s objection, the contract will continue under the current conditions. HUGO BOSS is entitled, however, to terminate the participation in the Customer Loyalty Programme with immediate effect and excluding all damages claims.

## **6. Customer service**

For enquiries about Customer Loyalty Programme, please contact [service-ca@hugoboss.com](mailto:service-ca@hugoboss.com) or the HUGO BOSS Canada Customer Service +1-866-503-4587.