

TERMS AND CONDITIONS FOR PARTICIPATION OF HUGO BOSS EXPERIENCE

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**”) during the registration process.
- 1.2 HUGO BOSS provides all Customer Loyalty Programme services, offers and content (hereinafter “**Benefits**”) exclusively based on these Terms and Conditions on the HUGO BOSS Online Store (www.hugoboss.com) and in participating Retail Stores. Participating Retail Stores in the Customer Loyalty Programme are all stores, including Outlets, which are directly operated by HUGO BOSS or companies associated with HUGO BOSS (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, hereinafter “**Website**”). The HUGO BOSS Online Store (hereinafter “**Online Store**”) is available via the Website, the HUGO BOSS application for mobile devices (hereinafter “**App**”) and the application for the “Order from Store” service available in Retail Stores (excluding Outlets). The Retail Stores and the Online Store are jointly hereinafter referred to as “**Participating Stores**”.

2. REGISTRATION

- 2.1 Any natural person who has reached the age of legal majority may participate in the Customer Loyalty Programme. The age of majority is determined by the regulations of the country in which the registration takes place.
- 2.2 The customer may register for the Customer Loyalty Programme by signing a filled datasheet or digital registration form in a Retail Store or online on the Website or in the App by creating a My HUGO BOSS account (hereinafter “**Registration**”). Registration takes place according to the information and instructions given on the digital registration form. By submitting the registration form, the customer confirms that he/she has read and accepted

the Terms and Conditions. It is the customer's responsibility to provide correct contact details at the time of registration and to keep contact details up to date after the Registration has been successfully completed. HUGO BOSS can never be held responsible for failure to perform or improper performance due to incorrect information from the customer.

- 2.3** The customer becomes a participant (hereinafter "**Participant**") of the Customer Loyalty Programme after receiving a welcome message as well as a personal HUGO BOSS EXPERIENCE Customer ID (hereinafter "**Customer ID**") via the preferred communication channel (by e-mail or post). The Customer ID is personalised and not transferrable.
- 2.4** The welcome message sent by HUGO BOSS to the Participant constitutes the conclusion of a legally binding contract between the Participant and HUGO BOSS. Please note that there is no legal entitlement to acceptance for participation in the Customer Loyalty Programme. Subject to compliance with applicable law, HUGO BOSS reserves the right to refuse the participation in the Customer Loyalty Programme to any person without providing any reason.

3. BENEFITS

The Benefits of the Customer Loyalty Programme:

3.1 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. 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 initialise their personal Customer Account separately described as follows. After registering, they will receive an e-mail including a link to set up a password for the Online Customer Account. The Customer Account has additional functions and offers tailored to the Participant's individual interests Including:

- Possibility to change and manage the **personal master data** and select the preferred **communication channels** for personalised information and invitations from HUGO BOSS.
- Create and manage **wish lists** in the Customer Account which enables to save favourite products for a subsequent visit to the Online Store.
- Automatically **pre-selecting the size** in the Online Store, which has been saved in the Customer Account to make the shopping as convenient as possible for the Participant.

- Notifications via the Customer Account from a selected Retail Store or Online Store about the **availability of selected products** in the preferred size.
- Notifications of **new promotions and further benefits** and the opportunity to participate in promotions via the Customer Account
- **Save delivery addresses** and use this data for orders in the Online Store. The required information for the order process in the Online Store will be entered automatically - after login into the Customer Account - based on the information saved in the Customer Account in order to make the Online Store order process as convenient as possible.
- **Save credit card payment information** in order to facilitate credit card payments when shopping online. A credit card token connected to the delivery address will be saved in the Customer Account if the Participant wish to use this payment function.
- The Customer Account also offers an overview of the Participants' **purchase history** in Participating Stores. Furthermore, it is possible to track the processing and delivery status of online purchases.

3.2 Special promotions only for HUGO BOSS EXPERIENCE members

Various promotions and discount campaigns are offered at the time of Registration and throughout the year **only for HUGO BOSS Experience members** in the Online Store and/or in Participating Stores.

3.3 Personal Shopping Service

Participants can exclusively use the Personal Shopping Service digitally and in Retail Stores. This service may include 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.

3.4 Alterations service

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

3.5 Convenient Return

All purchases made in Retail Stores while identifying as a Participant can be seen in the cash desk system. Therefore, where the return policy of the country of purchase so allows, we can offer in participating countries the benefit of exchanging goods without the respective receipt.

4. NOTICE OF TERMINATION AND TERMINATION

- 4.1** The Participant may terminate the participation in the Customer Loyalty Programme at any time without observing a notice period by written notification sent to HUGO BOSS or in text form by e-mail to country specific e-mail address under section 6 of this Terms and Conditions.
- 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 immediate 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 services offered. 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 by e-mail or SMS. In this connection, HUGO BOSS has to rely on the accuracy of the data provided by the Participant.
- 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 Customer Account after expiry of this period. In the case of any 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 terminate on the date on which HUGO BOSS receives the objection excluding all damages claims.

6. CUSTOMER SERVICE

For enquiries about Customer Loyalty Programme, please contact the country specific e-mail address under section 7 of this Terms and Conditions.

7. COUNTRY SPECIFIC E-MAIL-ADDRESSES

Austria	service-at@hugoboss.com
Belgium	service-be@hugoboss.com
Denmark	service-dk@hugoboss.com
Finland	service-fi@hugoboss.com
France	service-fr@hugoboss.com
Germany	service-de@hugoboss.com
Ireland	service-ie@hugoboss.com
Italy	service-it@hugoboss.com
Netherlands	service-nl@hugoboss.com
Spain	service-es@hugoboss.com
Sweden	service-se@hugoboss.com
Switzerland	service-ch@hugoboss.com
United Kingdom	service-uk@hugoboss.com

8. FINAL PROVISIONS

These Terms and Conditions and the entire legal relationship between HUGO BOSS and the Participant in connection with Customer Loyalty Programme are governed by the law of the Federal Republic of Germany.

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