

**Terms and Conditions
for participation in HUGO BOSS EXPERIENCE**

SOUTH KOREA

(As of: 08 July 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 South Korea, may participate in HUGO BOSS EXPERIENCE.
- 1.3 Participation is free of charge.
- 1.3 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-and-mortar retail stores. Participating brick-and-mortar retail stores in the Customer Loyalty Programme are all brick-and-mortar retail stores located in South Korea which are operated by HUGO BOSS or companies associated with HUGO BOSS (hereinafter “**Brick-and-Mortar Retail Stores**”). An overview of the current Brick-and-Mortar Retail Stores can be found in the HUGO BOSS Store Locator on the HUGO BOSS Website (www.hugoboss.com, hereinafter “**Website**”).
- 1.4 Providing our contractual services of the Customer Loyalty Programme requires a cross-border data transfer of personal master data, participant data and transaction data to the Brick-and-Mortar Retail Stores as well as to our Customer Care department.
- 1.4 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 Brick-and-Mortar

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 Brick-and-Mortar Retail Stores.

- 1.5 The customer becomes a Participant (hereinafter “**Participant**”) in the Customer Loyalty Programme when HUGO BOSS accepts customer’s application. In the event of registration in the Brick-and-Mortar Retail 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.
- 1.6 The welcome 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 to participate 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 Brick-and-Mortar Retail Stores. This service includes individual shopping advice provided by personal sales advisors and exclusive personal shopping appointments in Brick-and-Mortar Retail Stores offering a top-level personalised advice based on the information stored in our customer database.

2.2 Customer hotline

HUGO BOSS also provides Participants with an exclusive HUGO BOSS EXPERIENCE customer hotline.

2.3 Alterations service

As a Participant you can take advantage of the alterations service in all Brick-and-Mortar Retail Stores for purchases made in these Brick-and-Mortar Retail Stores. 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 exchanged (Section 2.4).

2.4 Exchanges

All your purchases made in the Brick-and-Mortar Retail Stores while identifying as a Participant can be seen in our system. Therefore, we can offer you the benefit of exchanging 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).

2.5 Personalized information and invitations

On the basis of the information stored in our customer database, we offer you personalized 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.

3. Customer ID

3.1 Participants receive their personal HUGO BOSS EXPERIENCE Customer ID (hereinafter "**Customer ID**") via the preferred communication channel.

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 experience-ko@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 by email or message 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 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 HUGO BOSS EXPERIENCE, please contact experience-ko@hugoboss.com or the HUGO BOSS EXPERIENCE customer hotline.