

TERMS AND CONDITIONS FOR PARTICIPATION IN 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 the “**Customer Loyalty Programme**”). In order to be able to participate in HUGO BOSS EXPERIENCE, the customer must accept the following Terms and Conditions (hereinafter the “**Terms and Conditions**”) during the registration process.
- 1.2 HUGO BOSS provides all Customer Loyalty Programme services, offers and content (hereinafter the “**Benefits**”) exclusively based on the Terms and Conditions in participating retail stores in Thailand and on the HUGO BOSS Online Store (www.hugoboss.com/th). Participating retail stores in the Customer Loyalty Programme are all stores in the European Union, Norway, Switzerland, Thailand, Singapore, Malaysia and Australia, including Outlets, which are directly operated by HUGO BOSS or companies associated with HUGO BOSS (hereinafter the “**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 the “**Website**”). The HUGO BOSS Online Store (hereinafter the “**Online Store**”) is available via the Website. 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 digital registration form (hereinafter the “**Registration Form**”) in a Retail Store, online on the Website or in the LINE Application by creating a My Account (hereinafter the “**Registration**”). The Registration takes place according to the information and instructions given on the 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 the “**Participant**”) of the Customer Loyalty Programme after receiving a welcome message as well as a personal HUGO BOSS EXPERIENCE Customer ID (hereinafter the “**Customer ID**”) via the preferred communication channel (by e-mail SMS or LINE). 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 Account**

All Participants who register for the Customer Loyalty Programme also receive access to the exclusive My Account (hereinafter "**Customer Account**") in the Online Store or in LINE. Participants who register for the Customer Loyalty Programme in the 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, the Participants 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 Participating Stores.

3.3 Personal Shopping Service

Participants can exclusively use the Personal Shopping Service in the Retail Stores and digitally on the Online Store. This service may include individual shopping advice provided by personal sales advisors and exclusive personal shopping appointments in the 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 (Outlet Stores excluded) 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 in the Retail Stores will be performed free of charge at the Retail Store where the item was purchased. Please note that products altered to personal specification cannot be exchanged.

3.5 Convenient Return

All purchases made in the 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 the Retail Stores the benefit of exchanging goods without the respective receipt.

4. NOTICE OF TERMINATION AND TERMINATION¹

- 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 7 of the Terms and Conditions.
- 4.2** HUGO BOSS may terminate the participation in the Customer Loyalty Programme at any time observing a notice period of fourteen (14) days. Rights of immediate termination for good cause remain unaffected.

¹ Under Thailand's Unfair Contract Terms Act, a standard-form contract may be deemed unfair if it allows one party to unilaterally terminate the contract without a justifiable reason or material breach by the other party. However, since participation in the Customer Loyalty Programme is free of charge, and both parties have equal rights to terminate participation, the termination right in this case should be valid and enforceable.

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 the Benefits 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 the 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 the Customer Loyalty Programme, please contact the country specific e-mail address under section 7 of the 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
Norway	service-no@hugoboss.com
Thailand	service-th@hugoboss.com
Singapore	service-sg@hugoboss.com
Malaysia	service-my@hugoboss.com
Australia	service-au@hugoboss.com

8. FINAL PROVISIONS

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

Issued: November 2024