

HUGO BOSS

TERMS AND CONDITIONS FOR PARTICIPATION IN HUGO BOSS XP (Germany)

Effective as from October 8th 2024

1. PARTICIPATION IN HUGO BOSS XP AND SCOPE OF APPLICATION

- 1.1 HUGO BOSS AG, Holy-Allee 3, D-72555 Metzingen, Germany (hereinafter **"HUGO BOSS"** or **"we"**) operates the customer membership programme HUGO BOSS XP (hereinafter **"Membership Programme"**) in Germany (hereinafter **"the Territory"**). To be able to participate in HUGO BOSS XP, the customer must accept the following Terms and Conditions (hereinafter **"Terms and Conditions"**) during the registration process.
- 1.2 HUGO BOSS provides all Membership Programme services, offers and content (hereinafter **"Benefits"**) exclusively based on these Terms and Conditions available on the HUGO BOSS Online Store (www.hugoboss.com/de, hereinafter **"Website"**) and in participating Retail Stores in the Territory. Participating Retail Stores in the Membership Programme are all stores, including Outlets, which are directly operated by HUGO BOSS and /or its affiliated companies in the Territory (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/de/stores). 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 Membership 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 Membership Programme by completing the digital registration form in a Retail Store or on the Website or in the App (hereinafter **"Registration"**). Registration is performed by providing information in accordance with 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.

The customer may register only once to the Membership Programme. HUGO BOSS reserves the right to refuse, merge or close additional accounts at any time.

Registration to the Membership Programme and any granted benefit must be used for personal purposes only.

- 2.3** The customer becomes a participant (hereinafter **“Participant”**) of the Membership Programme after receiving a welcome message as well as a personal HUGO BOSS XP ID (hereinafter **“Member ID”**) by e-mail, post or SMS, depending on the communication channels offered by HUGO BOSS and selected by the Participant). The Member 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 Membership Programme. Subject to compliance with applicable law, HUGO BOSS reserves the right to refuse, suspend or close the participation in the Membership Programme to any person for any reasonable reason.

All Participants who register online for the Membership Programme shall have a HUGO BOSS XP customer account (hereinafter **“Customer Account”**) in the Online Store. Participants who register for the Membership Programme in Retail Stores and who want to use the online functionality of the Membership Programme must initialise their personal Customer Account online on a second step. After registering, they will receive an e-mail including a link to set up a password for the Online Customer Account. The Customer Account offers additional functions and services tailored to the Participant’s individual interests.

3. LEVELS AND BENEFITS

The Membership Programme offers different levels, with specific benefits associated, defined and regularly updated [here](#). Each new Participant starts at the first level once registration is validated and may reach the next level by meeting the corresponding threshold, when purchasing HUGO or BOSS products and/ or when completing activities qualifying for next level:

Every existing HUGO BOSS Experience Member will be placed into the respective Level based on their purchase history (excluding returns) during the last 12 months,

considering the email address associated with hugoboss.com, APP, or In-store purchases.

3.1 Level description

Level 1 is the level Participants are at the time of validated registration and the level for all Participants who have earned up to 499 points since valid registration.

Level 2 is reached by Participants who have accumulated between 500 and 2499 points.

Level 3 is reached by Participants who have accumulated between 2500 and 9999 points.

Level 4 is reached by Participants who have accumulated 10,000 points and more.

Each Participant can accumulate points when purchasing a HUGO or BOSS product (except whilst using or purchasing gift cards)

1 point = 1 EURO spent for HUGO or BOSS products purchased in a Participating Store in the Territory and in participating countries (list of stores can be found on [hugoboss.com/stores](https://www.hugoboss.com/stores) by using the filter "HUGO BOSS XP").

If the purchased value includes a decimal, the value will be rounded down to the nearest whole value, i.e a €499.55 purchase will give 499 points.

3.2 Reaching a new Level when purchasing:

Any time a Participant purchases a HUGO or BOSS product online on www.hugoboss.com/de or in a Participating Store in participating countries, its value will be taken into consideration and converted in points if the Participant has first provided a valid membership identification (email address or Member ID) at the cash desk in a Participating Store or logged into his/her account on the Website or App. The corresponding points shall be credited after the end of the applicable return period.

Purchases made without providing a valid membership identification in a Participating Store or being logged into the account on the Website or App cannot retrospectively be credited for points. Purchases of HUGO and/or BOSS products at stores other than Participating Stores shall not generate new points.

No purchase made by a Participant before his/her registration was confirmed shall be taken into consideration to qualify for new points. The purchase value qualifying for new points is personal and cannot be transferred between Participants. Qualifying value cannot be exchanged for cash.

3.3 Level requalification

If a Participant has reached the level 2, 3 or 4 and does not purchase the minimum value associated to this respective level during the current requalification period, the Participant may be downgraded to the next level down, regardless of the number of points accumulated by this date.

The requalification period starts on the date the Participant reached a new level and ends 24 months later, always at the end of the month. The Participant will receive an e-mail informing about potential downgrade before this becomes effective. Purchases effective after Participant's last level entry will count towards requalification Level. The new requalification period will start on the exact date of that level upgrade and end 24 months later, always at the end of the month.

3.4 Benefits

Each level will give access to specific offer, advantages or services (hereinafter "Benefits") for Participants who have reached the respective level. Depending on their nature, the access to some Benefits and/or their redemption may require a living address in the Territory and /or the downloading of the App and specific consent. Prior consent to receive newsletters and marketing communications is required to receive certain Benefits and rewards, if delivered by email.

All Benefits and conditions to get access to them shall be described [here](#) and/or through additional Membership Programme communications.

Some Benefits may be available while supplies last and may be subject to change, limitations, and/or may be replaced by different Benefits, at HUGO BOSS' discretion without notice. Any change shall be communicated [here](#).

The Participant shall receive a surprise gift for his/her birthday if birthdate and consent for receiving email were given by the Participant, while stocks last. The date of birthday must have been communicated by the Participant at least 30 days before it takes place in order to receive the e-mail with voucher to redeem the gift on time.

3.5 Access to Tokens

Each Participant may collect exclusive digital collectibles (hereinafter "Token"), depending on the Level reached. The Token may give access to additional rewards (including but not limited to experiences, products or special offers). Tokens can be collected or *unlocked* when meeting requested engagement criteria, for example visiting

stores or purchasing from a specific collection. The Tokens and conditions to be fulfilled shall be described [here](#) at the time or before they may be collected.

Some Tokens (hereinafter “Prime Tokens”) shall be available only for Participants who have reached the Level 2 and above.

Certain rewards will be conditional upon Participant agreeing to separate terms and conditions applicable to that reward which will be made available to Participants when redeeming that reward.

In addition, specific actions shall be offered from time to time for all Participants. Once conditions are fulfilled by a Participant, the corresponding Token shall be unlocked to get a specific reward. Specific terms and conditions apply to each token and information shall be given on (page) at the time the specific action starts.

New tokens may be created at HUGO BOSS' discretion. Specific rewards (whether products or experiences) are available while supplies last and may be subject to change, limitations, and substitutions by HUGO BOSS, at its discretion without notice.

4. NOTICE OF TERMINATION AND TERMINATION

The Participant may terminate the participation in the Membership 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.

HUGO BOSS may terminate the participation in the Membership Programme at any time observing a notice period of 14 days. Rights of immediate termination for good cause remain unaffected.

Access to Benefits and/or ability to complete or use rewards from any Tokens shall end immediately with termination of participation and cannot be reinstated. No alternatives or compensation shall be offered.

5. CHANGES IN RANGE OF SERVICES AND TERMS AND CONDITIONS

HUGO BOSS reserves the right at any time to change or discontinue the scope or details of the services, rewards and benefits offered, redemption rules and/or the conditions to reach different levels. In so doing, HUGO BOSS will take the Participant's justified interests into account.

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.

HUGO BOSS will notify the Participant of the change in each case described by e-mail or SMS. In this connection, HUGO BOSS must rely on the accuracy of the data provided by the Participant.

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 Membership Programme, please contact service-de@hugoboss.com.

7. FINAL PROVISIONS

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

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