

TERMS AND CONDITIONS FOR GIFT CARDS

(As of: 1 May 2024)

1. GENERAL

- 1.1** These “**Terms and Conditions**” apply to the purchase and redemption of HUGO BOSS digital and physical gift cards (together, the “**Gift Cards**”). Persons purchasing and/or redeeming Gift Cards (the “**Customer**”) and persons redeeming Gift Cards after having received them as a gift (the “**Gift Card Recipient**”), together hereinafter referred to as the “**Customers**”, accept these Terms and Conditions. These Terms and Conditions may be amended from time to time. Any changes are effective as of the date of publication and will apply to any new purchase/redemption of Gift Cards following the date of publication. The most recent Terms and Conditions will be posted at hugoboss.com/giftcard.
- 1.2** Digital gift cards can be purchased “**online**” at hugoboss.com/giftcard and via the HUGO BOSS Mobile App (the “**Mobile App**”). Physical gift cards can be purchased in HUGO BOSS directly owned and operated BOSS, HUGO or outlet stores in Austria, Belgium, Denmark, Finland, France, Germany, Italy, Ireland, Netherlands, Spain, Sweden, Switzerland and United Kingdom (hereinafter collectively referred to as “**Stores**” or individually as “**Store**”). A list of all participating Stores can be found [here](#). HUGO BOSS is not obliged to offer Gift Cards at any time through the aforementioned channels and reserves the right to temporarily or permanently not offer Gift Cards.
- 1.3** For digital gift cards offered online, the selling company is HUGO BOSS AG, Holy-Allee 3, 72555 Metzingen, Germany (hereinafter referred to as “**HUGO BOSS AG**”). For physical gift cards offered in Store, the selling company is the respective local entity. The local entities selling physical gift cards in Store are the following:

Stores in Austria	HUGO BOSS AG Branch Austria Kasernenstr. 1	Stores in Ireland	HUGO BOSS Ireland Ltd. Registered Office 1st Floor Temple Hall Temple Road Blackrock Co. Dublin Ireland
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	5073 Wals-Himmelreich Austria		
Stores in Belgium	HUGO BOSS Belgium Retail B.V. Jodenstraat 2 2000 Antwerpen Belgium	Stores in the Netherlands	HUGO BOSS Benelux Retail B.V. Danzigerkade 9 D 1013 AP Amsterdam The Netherlands
Stores in Denmark	HUGO BOSS NORDIC ApS Støberigade 12 DK-2450 København SV Denmark	Stores in Spain	HUGO BOSS BENELUX B.V. Y CIA, S.C. C/ Ribera del Loira 8-10, 1ª plta. 28042 Madrid Spain
Stores in Finland	HUGO BOSS Finland Oy PL 7020 00002 Helsinki Finland	Stores in Sweden	HUGO BOSS Scandinavia AB Box 5294 102 46 Stockholm Sweden
Stores in France	HUGO BOSS France SAS 2 Place du Palais Royal 75001 Paris France	Stores in Switzerland	HUGO BOSS (Schweiz) AG Baarerstr. 135 6300 Zug Switzerland
Stores in Germany	HUGO BOSS AG Holy-Allee 3 72555 Metzingen Germany	Stores in the United Kingdom	HUGO BOSS UK Ltd. 39 Plender Street London NW1 0DT United Kingdom
Stores in Italy	HUGO BOSS Italia S.p.A Via Morimondo 26 20143 Milano Italy		

All aforementioned selling companies are together referred to as “**HUGO BOSS**”.

- 1.4 Gift Cards are only sold to natural persons of legal age, acting for purposes which are wholly or mainly outside his trade, craft or business. Gift Cards for corporate customers are currently not available.
- 1.5 Gift Cards are intended for personal, non-commercial use only and may not be sold or used in sales or other promotional activities, unless otherwise accepted by HUGO BOSS. HUGO BOSS reserves the right to cancel any Gift Card that is suspected to have been resold or obtained in connection with an unauthorized sales or promotional activity.
- 1.6 HUGO BOSS provides Customer Care service which is available if Customers have any questions, requests or complaints in relation to Gift Cards. Customer Care can be contacted via <https://www.hugoboss.com/contactus>.

2. ORDER PROCESS

- 2.1 The Customer may purchase digital gift card(s) with a pre-defined default value of EUR 50/100/150/250 (or equivalent value in local currency) or can freely chose a gross value between EUR 25 and EUR 250 (or equivalent value in local currency) per gift card. Customer can purchase a maximum of ten (10) digital gift cards per transaction. Physical gift cards can be purchased in Store with a gross value of up to EUR 250 (or equivalent value in local currency) per gift card per transaction. Please note that these figures may change from time to time. HUGO BOSS reserves the right to limit the total value of Gift Cards per order at its sole discretion.
- 2.2 Where the order process takes place online, payment must be made by the Customer using one of the payment methods indicated during the order process. In Store, payment must be made using one of the payment methods available in the selected Store. Gift Cards cannot be purchased using another Gift Card, vouchers or in combination with other promotions or discounts and cannot be recharged.
- 2.3 When purchasing digital gift cards Customer must enter a valid email address upon checkout. If the digital gift card is intended as a gift, Customer must additionally enter the Gift Card Recipient's email address. HUGO BOSS AG accepts no liability for spelling mistakes in the email address or for non-delivery as a consequence of emails being blocked by email recipient's firewall or being treated as spam, recipient's email inbox being full or other similar technological reasons beyond HUGO BOSS AG's control.
- 2.4 The Customer can choose to add a personalised message, which will be sent to the Gift Card Recipient and may select a specific date upon which the digital gift card will be sent out. Customer hereby confirms that the message will not include any material that is

defamatory, offensive or otherwise objectionable, infringes any third-party rights and/or is otherwise in breach of applicable law.

- 2.5** By clicking on the “Place order and pay” button, Customer submits a binding offer to HUGO BOSS AG to enter into a purchase contract for the selected digital gift card(s). After the Customer has submitted the order, it can no longer be amended. All orders are conditional upon acceptance by HUGO BOSS AG. After placing the order, HUGO BOSS AG will take payment for the digital gift card(s) and will validate/process the order. HUGO BOSS AG will then send an email to the Customer’s email address provided during the check-out process, confirming the acceptance of the order (the "**Order Confirmation Email**"), upon which the digital gift card purchase contract will be concluded.
- 2.6** HUGO BOSS AG is under no obligation to accept the order and may cancel an order if,
- (i) payment authorisation cannot be obtained for any reason;
 - (ii) the gift card offer online contains an obvious error (i.e. in pricing) or is otherwise unavailable;
 - (iii) the order cannot be processed due to technical reasons.

If the order is cancelled, although a payment was made by the Customer, HUGO BOSS AG shall reimburse the Customer in full and without undue delay. Cards obtained shall be null and void and they shall not be used to purchase items from the point of cancellation.

- 2.7** In case of purchase for personal use, digital gift card(s) will be made accessible to Customer by clicking the button “Claim your gift cards” contained in the Order Confirmation Email. Customer will then be asked to enter the email address that was used for purchase to retrieve the 19-digit card number and 4-digit pin code for the use of digital gift card(s).
- 2.8** In case of purchase as a gift, Gift Card Recipient can access digital gift card(s) by clicking the button “Claim your gift cards” contained in the “Gift Card Delivery E-Mail”. Gift Card Recipient will then be asked to enter its own email address to retrieve the 19-digit card number and 4-digit pin code for the use of digital gift card(s). Customer purchasing digital gift card(s) as a gift will be informed via email, if the gift was claimed by the Gift Card Recipient or not.

3. CANCELLATION

- 3.1** For digital gift cards ordered online, Customer has a legal right to cancel the order (withdraw from the digital gift card purchase contract) without giving any reason, provided that the digital gift card has not been used.
- 3.2** The cancellation right can be exercised within fourteen (14) days from the date the Customer has received the Order Confirmation Email. The statutory cancellation right can only be exercised by the Customer who purchased the digital gift card and cannot be exercised by the Gift Card Recipient.
- 3.3** To exercise the right of cancellation within the cancellation period, Customer must notify HUGO BOSS AG about his wish to exercise the right of cancellation before the above-mentioned period has expired. Customer can notify HUGO BOSS AG by e.g. email (customerservice@hugoboss.com) or telephone (telephone number available at <https://www.hugoboss.com/de/contactus>) or use the model cancellation form below, however, it is not mandatory to use this form.

Cancellation form

(Complete and return this form only if you wish to withdraw from the contract)

To HUGO BOSS AG, Customer Care, Holy-Allee 3, 72555 Metzingen, Germany

I hereby give notice that I withdraw from my contract of sale of the following goods:

Ordered on:

Name of consumer:

Address of consumer:

Date:

- 3.4** If Customer withdraws from the digital gift card purchase contract within the cancellation period, HUGO BOSS AG shall reimburse the price paid by Customer for the non-redeemed digital gift card. Reimbursement shall be in full without undue delay and in any event not later than 14 days from the day on which HUGO BOSS AG receives the notification of withdrawal. Customer is not required to return cancelled digital gift cards to HUGO BOSS AG.

4. REDEMPTION

- 4.1** Customers can redeem Gift Card(s) online, in the official HUGO BOSS online stores and in the Mobile App in Austria, Belgium, Denmark, Finland, France, Germany, Italy, Ireland, Netherlands, Spain, Sweden, Switzerland and United Kingdom (together the “**Online Stores**”), or offline in the Stores. A list of all participating Stores can be found [here](#). Gift Cards are not redeemable at HUGO BOSS partner company brick and mortar stores, outlets, or other marketplaces.
- 4.2** Customers may redeem Gift Card(s) online, by entering the 19-digit card number and 4-digit pin code during the checkout process and selecting Gift Card as payment method. To redeem Gift Card(s) in Store, Customers may present the Gift Cards(s) to the cashier at the time of purchase, as either the physical card, a printout or show the digital gift card version on a mobile device.
- 4.3** The Gift Card can be used as many times and for as many purchases as desired by Customers until the total balance of the Gift Card has been used up. Online, Customers can only redeem a maximum of three (3) digital gift cards per order. When redeeming a Gift Card, the amount of the purchase price will be deducted from the balance on the Gift Card used. The remaining balance may be applied to future purchases. Change will not be given. If the purchase amount exceeds the balance on the Gift Card, Customers must pay the excess by using another payment method accepted by HUGO BOSS.
- 4.4** HUGO BOSS reserves the right, at its sole discretion, to limit the total amount that can be paid with Gift Cards per order.
- 4.5** Gift Cards are valid for five (5) years from the date of purchase unless otherwise provided by local law.
- 4.6** Gift Cards are treated as a payment method but are not a cheque guarantee, credit, debit or charge card. They cannot be exchanged for cash unless otherwise provided by local law.
- 4.7** The balance on a Gift Card may be checked by Customers at any time either in Store at the cash desk or online at [hugoboss.com/giftcard](https://www.hugoboss.com/giftcard).
- 4.8** HUGO BOSS does not replace lost, stolen or damaged Gift Cards. Customers are responsible for the use of Gift Card(s) after their purchase. HUGO BOSS reserves the right to refuse to accept any Gift Card(s) that are believed to have been stolen, used fraudulently or in breach of these Terms and Conditions.

5. RETURNS

- 5.1** Products purchased with Gift Card(s) in Store are subject to the same general terms and conditions as any other purchase in such Store. Products purchased with the Gift Card in any of the Online Stores/Mobile App are subject to the terms and conditions provided on the respective local website.
- 5.2** In case Customers are eligible for returning an order, the following rules apply for refunds:
- (i) If Customers have paid for the whole order using Gift Card(s), any refund will be issued on a new Gift Card.
 - (ii) If Customers have paid with a combination of Gift Card(s) and another alternative payment method, refunds will be issued as follows: First, amounts paid with the alternative payment method will be refunded on the same, the remaining amounts will then be issued on a new Gift Card.
- 5.3** The type of Gift Card used for issuing new Gift Cards depends on where Customers return the products eligible for return. For in Store returns, Customers will receive a new physical gift card, for HUGO BOSS warehouse returns (e.g., following an online purchase) a new digital gift card will be issued.
- 5.4** Gift Cards which have only been partially redeemed remain valid according to section 4.3 sentence 4 and 4.4, irrespective of new Gift Cards being issued as a result of returns.

6. LIABILITY

- 6.1** HUGO BOSS shall be liable without limitation for intent and gross negligence. In the case of simple negligence, HUGO BOSS shall only be liable for damages arising from injury to life, limb or health or from a material contractual obligation (obligation whose

fulfilment is a prerequisite for the proper performance of the purchase contract and on whose fulfilment the contractual partner regularly relies and may rely on).

- 6.2** In the event of a breach of material contractual obligations due to simple negligence, HUGO BOSS's liability shall be limited to the amount of the foreseeable, typically occurring damage. Otherwise, HUGO BOSS's liability is excluded.
- 6.3** The above limitations of liability shall also apply in favour of HUGO BOSS's legal representatives and vicarious agents.
- 6.4** The above limitations of liability shall not apply if HUGO BOSS has fraudulently concealed a defect or has given a guarantee for the quality of the goods. The same applies to claims of Customers under the German Product Liability Act and insofar as local law provides for a more favourable regulation for Customers.