

# HUGO BOSS

## Terms and Conditions for participation in HUGO BOSS XP

United States of America (US) Last Updated September 2, 2025

**NOTICE REGARDING DISPUTE RESOLUTION.** THESE TERMS CONTAIN PROVISIONS THAT GOVERN HOW CLAIMS BETWEEN YOU AND US WILL BE RESOLVED. SPECIFICALLY, SECTION 12 BELOW CONTAINS AN ARBITRATION AGREEMENT AND WAIVER OF CLASS ACTIONS WHICH (A) REQUIRES US BOTH TO ARBITRATE MOST DISPUTES INSTEAD OF GOING TO A COURT BEFORE A JUDGE AND JURY, AND (B) REQUIRES THAT ALL SUCH CLAIMS BE BROUGHT IN YOUR INDIVIDUAL CAPACITY, NOT AS A CLASS REPRESENTATIVE, CLASS MEMBER, OR OTHERWISE ON BEHALF OF OTHERS IN ANY PURPORTED CLASS, COLLECTIVE OR REPRESENTATIVE PROCEEDING. **1. Participation in HUGO BOSS XP and scope of application**

1.1. HUGO BOSS Fashions, Inc. (together with its US affiliates and subsidiaries “**HUGO BOSS**” or “**we**” or “**us**”) operates the Customer Loyalty Program HUGO BOSS XP (hereinafter also referred to as “**HUGO BOSS XP**” or “**Customer Loyalty Program**”) in the United States. By participating in the Customer Loyalty Program, you agree and accept the following HUGO BOSS XP Terms and Conditions (“Hugo Boss XP **Terms and Conditions**”) and the HUGO BOSS [Privacy Policy](#) (“[Privacy Policy](#)”). Please read them carefully.

1.2. These Terms and Conditions are subject to and incorporated by reference into the [Hugo Boss Terms and Conditions](#) (“Hugo Boss Terms and Conditions”). If there is any conflict between the Hugo Boss Terms and Conditions and these HUGO BOSS XP Terms and Conditions, these HUGO BOSS XP Terms and Conditions will control for all issues related to the Customer Loyalty Programs, whereas the Hugo Boss Terms and Conditions will control in regards to all other issues.

1.3. The Customer Loyalty Program is a free rewards or loyalty program offered by HUGO BOSS to its customers located in the United States and is valid only for HUGO BOSS’ owned and operated free standing stores in the United States and [www.hugoboss.com/us](#). Membership in the Program (“**Membership**”) is limited to individuals only and is limited to one account per individual. You must be a legal resident of the United States to be eligible for Membership and at least 18 years old (“age eligibility”) and will be referred to as a “Member”. HUGO BOSS employees and members of their household are not eligible for membership.

1.4. This Customer Loyalty Program is for the United States only. Affiliates of HUGO BOSS in other countries (for example, HUGO BOSS Canada) may operate similar loyalty programs. While HUGO BOSS reserves the right to honor certain promotions from time to time (cross promotions), Membership in the Program does not confer any rights or benefits in the program of any other HUGO BOSS affiliate or similar program.

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## 2. Electronic Communication with HUGO BOSS XP

2.1. HUGO BOSS provides all Customer Loyalty Program services, offers, and content (generally “**Benefits**”) exclusively on the basis of these Hugo Boss XP Terms and Conditions and solely in participating full-price retail stores (“**Full Price**”) and participating outlet (“**Outlet**”) locations located in the United States of America and are fully owned and operated by HUGO BOSS (Full Price and Outlets collectively, “**Retail Stores**”) and on the HUGO BOSS website including any mobile app version (“**APP**”) or versions adjusted for mobile devices as well as associated services like the HUGO BOSS mobile application, if any ([hugoboss.com/us](http://hugoboss.com/us), hereinafter “**Website**”). Participation is limited to Retail Stores and the Website. Benefits are not all available at every Retail Store and may not be available with certain types of purchases, including but not limited to, Outlet locations, third-party retail locations, department stores, and third-party websites. Some Benefits are not available for Website sales.

2.2. When you use or participate in the Customer Loyalty Program, or send e-mails, text messages, and other communications from your desktop, APP or mobile device to us, you may be communicating with us electronically. To the extent permitted under the law, you agree and consent to receive communications from HUGO BOSS by telephone or electronically, such as e-mails, text messages, WhatsApp, mobile push notices, notices, or other messages from our Website or through other HUGO BOSS systems, including marketing information about our products and promotional offers, even if your telephone number is on a corporate, state, or federal Do Not Call Registry. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You do not need to agree to these communications to purchase any products or services from us. If you do not wish to receive these communications, you can unsubscribe at any time by through your Customer Loyalty Program account, also see the [privacy policy](#) for other unsubscribe methods. Please note that unsubscribing from promotional communications, for example, e-mail communications, will not affect any transactional emails we send to you. You acknowledge and agree that you are solely responsible for providing your accurate contact information, including your mobile device number and email address. You verify that you are the current subscriber or owner of any telephone number that you provide. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect. We are not responsible for user errors and omissions. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys’ fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or from your violation of any federal, state, or local law, regulation or ordinance.

2.3. You may register for HUGO BOSS XP in select Retail Stores by completing and signing the digital application form. Alternatively, you may register for HUGO BOSS XP online at <http://www.hugoboss.com/US> or through our mobile APP.

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## **3. Earning Points. Returns/Point Deductions. Membership Levels. Point Expiration. Level Requalification.**

**3.1 Earning Points.** As a the Customer Loyalty Program member you will earn points on the pretax value of eligible BOSS and HUGO merchandise (“Level Points”) purchased on our APP, Website and in participating Retail Stores (“eligible purchase(s)”). Gift Card purchases, redemptions, returns, refunds, credit adjustments, unauthorized or fraudulent charges, shipping, alterations or any other charges that are not for merchandise, charges that violate the terms of these Hugo Boss XP Terms and Conditions, and the Hugo Boss Terms and Conditions are not eligible to receive Level Points. Level Points are used to determine your membership level and unless specifically stated otherwise when earned, cannot be redeemed for discounts or other benefits. Unless otherwise stated, for every eligible purchase you will earn 1 Level Point for USD\$1 spent. From time to time, we may offer the opportunity to earn bonus points. The promotional materials may identify additional qualifying events, exclusions, and restrictions.

**3.2 Returns.** Level Points will not be credited to your HUGO BOSS XP account until approximately 5 business days after the return period for the eligible purchase expires. Return periods may differ based on the product purchased and where such item was purchased. Hugo Boss has the right to deduct Level Points from your balance for returns, cancellations or charges that were not or do not remain eligible purchases. If the return period has expired and we accept a return or if we have credited points to your account before the return period expires we reserve the right to deduct all related points from your account. For clarity, when you return/cancel an eligible purchase, the earned Level Points from the original eligible purchase will be deducted from your balance for that returned/cancelled item.

**3.3 Point Expiration.** Unless otherwise stated, Level Points will expire 365 days after they are credited to your Customer Loyalty Program account.

**3.4 Membership Levels.** HUGO BOSS XP has four separate levels. You can “level up” by earning Level Points. The higher the level the more HUGO BOSS XP benefits are available.

Level 1 is the entry level for members with 0–750 Level Points. You just need to register for HUGO BOSS XP to qualify for Level 1, no purchase of any products is required.

Level 2 is for members who have earned 751–2,500 Level Points in a calendar year.

Level 3 is for members who have earned 2,501–7,500 Level Points in a calendar year.

Level 4 is for members who have earned more than 7,500 Level Points in a calendar year.

You can level up by accumulating the number of Level Points, above, in a calendar year. If level upgrades are achieved by acquiring Level Points through qualifying

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purchases, we reserve the right to delay level upgrades, and you will not level up, until the applicable 5 business days after the return period for the purchased product(s) has expired.

**3.5 Requalification.** You must meet the requalification requirements at the end of each calendar year to remain at your current level. If not, you will be downgraded based on the number of Level Points earned in that calendar year. For example, if a purchase is made in December 2026 and there is a 30 day return period, Level Points will count in the 2027 calendar year, not the 2026 calendar year. If in our sole election, we credit the Level Points when purchased or we honour an extended return policy, then we reserve the right to deduct Level Points if eligible merchandise is returned. The first requalification will be assessed based on Level Points earned in calendar year 2026. Downgrades will occur in January 2027. We also reserve the right to downgrade you if after the January Downgrade a return is made from a prior year purchase.

**3.6 Points Disputes.** If you believe that Level Points were earned and that they have not timely posted to your account, you may dispute your Level Points balance ("Points Dispute") by calling us at 1 800 484 6267. We will use reasonable efforts to investigate all Points Dispute within 7 days of the posting date. We may require you to provide written confirmation of the Points Dispute and the applicable purchase receipt, and may decline to investigate further if you do not provide the requested confirmation or a valid receipt as determined by us in our sole discretion.

## 4. Benefits

As a HUGO BOSS XP participant you will have access to exclusive services and offers from HUGO BOSS, subject to availability. These Benefits are not redeemable for cash and may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to you. All taxes applicable to Benefits provided to you under this Agreement will be your responsibility. Hugo Boss makes no warranty in any respect as to any Benefit, including its availability.

For a general overview of available benefits please click [here](#). You may also visit our FAQ section by clicking [here](#).

### 4.1. Exclusive Product. Early Access to Product.

HUGO BOSS XP participants may have access to member only product. Member only product can mean product solely available to HUGO BOSS XP members or there will be an early access window where certain product may be available to HUGO BOSS XP members first. **Available to Levels 1, 2, 3 & 4.**

### 4.2. Early Access to Sale Merchandise

Except where prohibited by state law, HUGO BOSS XP participants may have extended sale periods, or early access to sale products. **Available to Levels 1, 2, 3 & 4.**

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## 4.3. Receipt Lookup

Under our return policy, returns must be accompanied by a receipt. For purchases made in Retail Stores, HUGO BOSS XP offers receipt lookup; if the purchase was tied to your MY HUGO BOSS XP account, we will look up the transaction and, if we locate the transaction, we will accept your return as though it was accompanied by a receipt. Although we will endeavor to find your receipt, we are not responsible for not being able to locate your receipt, and are under no obligation to accept your return unless we find your receipt. This benefit does not extend the return period. Receipt lookup will be unavailable if you request account deletion. **Available to Levels 1, 2, 3 & 4.**

## 4.4. Access to Tokens and Prime Tokens

HUGO BOSS XP participants may earn tokens for completing certain tasks or making certain purchases. Earning qualifications will vary by token and be disclosed in each applicable tokens terms and conditions. Not all tokens can be earned at every level, some tokens may be exclusive to certain levels (prime tokens). Tokens can only be viewed through the HUGO BOSS APP. Tokens cannot be viewed online at [www.hugoboss.com/us](http://www.hugoboss.com/us). **Available to Levels 1, 2, 3 & 4.**

## 4.5. Birthday Reward

For HUGO BOSS XP customers who provide a date of birth upon initial registration (date of birth not subject to change) and consent to e-mail marketing communications, a birthday gift may be offered. Birthday gift and terms subject to change without notice but may include a one-time discount on or around customer's birthday, one time discount may vary by level. E-mail communications channel must be enabled to receive this benefit. **Available to Levels 1, 2, 3 & 4.**

## 4.6 Personal Styling/Shopping

HUGO BOSS XP participants may utilize our personal shopping and styling service in Retail Stores, where available. This service includes individual shopping advice provided by personal sales advisors, exclusive personal shopping appointments in Retail Stores, and the ability to ship online orders to participating Retail Stores. We may also offer you personalized advice based on the information stored in our customer database if you have elected to provide us with the requisite information. **Available to Levels 1, 2, 3 & 4.**

## 4.7. Anniversary Gift

For HUGO BOSS XP customers who reach their first year in HUGO BOSS XP and consent to e-mail marketing communications, an anniversary gift may be offered. Anniversary gift and terms subject to change without notice but may include a one-time discount on or around customer's HUGO BOSS XP anniversary. E-mail communications channel must be enabled to receive this benefit. **Available to Levels 1, 2, 3 & 4.**

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## 4.9. VIP Hospitality

Beverage service and snacks on an as available basis at select Retail Locations. **Available to Levels 2, 3 & 4.**

## 4.10. Free Ground/Standard Shipping in Select Retail Stores

HUGO BOSS XP customers may be entitled to free ground or standard shipping for eligible in store purchases of \$99 and more on a pre-tax basis. Not available in outlet locations. Subject to carrier time limits and terms and conditions. **Available to Level 2.**

## 4.11. Free Express Shipping in Select Retail Stores and Website

HUGO BOSS XP customers may be entitled to free express shipping for eligible in store purchases of \$99 and more on a pre-tax basis. Not available in outlet locations. Subject to carrier time limits and terms and conditions. **Available to Level 3.**

## 4.12. Free Overnight Shipping in Select Retail Stores and Website

HUGO BOSS XP customers may be entitled to free overnight shipping for eligible in store purchases of \$99 and more on a pre-tax basis. Not available in outlet locations. Subject to carrier time limits and terms and conditions. **Available to Level 4.**

## 4.13. Alterations

Based on your level, HUGO BOSS XP participants may be entitled to at least one standard alteration per full price item purchased on our Website or in our participating Full Price stores. Standard alterations are defined, (i) a hem on non-finished trousers (ii) sleeve hems on suit jackets, shirts and sport coats (for all - excludes button removals, sleeves with zipper or snaps, "top" hems and leather),(iii) limited waist adjustments (based on excess seam fabric) in or out reducing or extending waist circumference on certain trousers, (iv) limited seat adjustments (based on excess seam fabric) in or out reducing or expanding seat fabric on certain trousers (v) limited adjustments jacket center seam increase or decrease (based on available seam fabric) (each, a "Standard Alteration"). Level 2 members are entitled to one Standard Alteration per full price item purchased on our Website or in our participating Full Price stores. Level 3 members are entitled to two Standard Alterations per full price item purchased on our Website or in our participating Full Price stores. Level 4 members are entitled to unlimited (defined as up to 5) Standard Alterations per full price item purchased on our Website or in our participating Full Price stores. Please note that altered products cannot be returned or exchanged. Outlet product is excluded. Alterations are only available in select Full Price stores. For Standard Alterations for Website purchases, the packing slip/receipt and the item must be brought or shipped (via our ship to store process) to a participating full price stores. A fee shall apply for all other alterations. If a customer requests basic alterations in excess of their qualifying level, or a second alteration is required because of the first alteration (for example, a waist alteration may also require a seat alteration), additional fees may apply. Altered garments are not returnable. Alterations are only

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available on HUGO BOSS products that are purchased on our Website or in our participating Full Price stores, and we do NOT alter other brands or HUGO BOSS product purchased from other retailers. Standard Alterations must be redeemed within 60 days of the original full price purchase. Price adjustments are not available for altered product. **Available to Levels 2, 3 & 4.**

## 4.14. Select Event Invitations

On the basis of the information stored in our customer database, we may invite you to special store events or other events such as fashion shows, celebrity and influencer dinners or other HUGO BOSS sponsored events. **Available to Levels 3 & 4.**

## 4.15. Priority Customer Service

Dedicated phone number available for select member levels. Hours subject to change without notice. **Available to Levels 3 & 4.**

## 4.16. Exclusive Member Shopping Hours by Appointment

HUGO BOSS XP members may contact a participating Retail Store directly and schedule an appointment during business hours. Appointments must be scheduled in advance and are subject to availability. **Available to Level 4 members only.**

## 4.17. Global Concierge Service

Select HUGO BOSS XP members have limited access (currently two requests per year) to the Albertine Concierge APP. Benefit is only for access to the service not the cost of the member services requested. This benefit is subject to third party terms and conditions and the [Albertine - Privacy Policy](#). **Available to Level 4 members only.**

## 4.18. House Account

HUGO BOSS XP members may utilize the house account function which allows members to store on a house account merchandise credits or credits received for any returns, birthday or anniversary gifts and other promotions or earned token rewards to be used for future in store purchases only. There are no cash refunds for house accounts unless, the house account falls below \$10.00 ("refund amount"), or if the refund amount is higher under state law then the higher amount shall apply. In such case the House Account shall be cashed out to customer upon request and if a request is not required under state law then the cash out shall occur automatically. House accounts may also be used to store limited time discounts, for example, new season launch discounts or other special offers, those limited time discounts or special offers may be subject to addition terms and expiration dates. **Available to Levels 1, 2, 3 & 4.**

## 5. Use of Tokens



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5.1. HUGO BOSS XP participants will have the ability to earn tokens and/or rewards based on your level and other criteria. Terms and conditions for tokens vary and will be provided with each token earning opportunity. Tokens are viewable to active HUGO BOSS XP members only and are not transferable, have no cash value, can only be viewed in the HUGO BOSS APP, cannot be traded and are not portable. Tokens will be removed from your HUGO BOSS XP account if your account is deleted, or you withdraw or are otherwise removed from the program.

## 6. Notice of termination and termination

6.1. You may terminate your participation in HUGO BOSS XP at any time by logging in and deleting your account on [www.HUGOBOSS.com/us](http://www.HUGOBOSS.com/us) or submitting a deletion request in accordance with our [privacy policy](#). HUGO BOSS may terminate your participation in all or a portion of the program at any time.

## 7. Changes to Benefits and Terms and Conditions

7.1. HUGO BOSS reserves the right to change the scope or details of the HUGO BOSS XP program or discontinue the HUGO BOSS XP program entirely, including by charging a fee in the future for services currently offered at no charge.

7.2. HUGO BOSS reserves the right to change or modify any of the terms and conditions contained in these HUGO BOSS XP Terms and Conditions, from time to time at any time, without notice, and in its sole discretion. If HUGO BOSS decides to change these Hugo Boss XP Terms and Conditions, HUGO BOSS will post a new version on the Sites and update the date set forth above. Notwithstanding the foregoing, if HUGO BOSS makes a material change to the Customer Loyalty Program or these HUGO BOSS XP Terms and Conditions, HUGO BOSS will notify you in advance of such changes going into effect. ANY CHANGES OR MODIFICATIONS TO THESE HUGO BOSS XP TERMS AND CONDITIONS WILL BE EFFECTIVE UPON POSTING OF THE REVISIONS. Any such changes will not apply to any dispute between you and us arising prior to the date on which we posted the revised Hugo Boss XP Terms and Conditions incorporating such changes. YOUR CONTINUED MEMBERSHIP AFTER WE CHANGE THESE HUGO BOSS XP TERMS AND CONDITIONS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES. IF YOU DO NOT AGREE TO ANY CHANGES, YOU MUST CANCEL YOUR PARTICIPATION.

## 8. Customer service

For enquiries about HUGO BOSS XP, please contact [experience-us@hugoboss.com](mailto:experience-us@hugoboss.com) or 1-800-HUGOBOSS.

## 9. Release

By participating in the Customer Loyalty Program, you agree to release Hugo Boss, its parent, subsidiaries, affiliates, suppliers, advertising and promotions agencies and their respective attorneys, accountants, directors, officers, employees, and agents



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(collectively, "Released Parties") from any and all claims and liability for any loss, harm, damages, cost or expense, including, without limitation, intellectual property infringement, property damages, personal injury and/or death, arising out of or in any way connected to: (a) the Customer Loyalty Program, Benefits or any products or services purchased or access therefrom; (b) any termination of, change in, or suspension of the Customer Loyalty Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of our control in connection to the Customer Loyalty Program; (d) any taxes that you incur as a result of receiving or redeeming Level Points; or (e) for technical problems or malfunctions arising in connection with any of the following occurrences which may affect the operation of the Customer Loyalty Program and/or Websites: hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or other communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Websites in whole or in part for any reason; traffic congestion on the Internet or Website; unauthorized human or non-human intervention of the operation of the Customer Loyalty Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Customer Loyalty Program, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Customer Loyalty Program.

## **10. Indemnification.**

You agree to indemnify, defend and hold Released Parties from and against any and all third party claims, and liability for any loss, harm, damages, cost or expense arising from, or related to any breach by you of any of these Hugo Boss XP Terms and Conditions or any violation by you of applicable law in connection with these Hugo Boss XP Terms and Conditions.

## **11. DISCLAIMER AND LIMITATION OF LIABILITY**

THE HUGO BOSS XP program IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HUGO BOSS DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE CLUB (INCLUDING THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE).

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HUGO BOSS WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE CLUB, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, HUGO BOSS'

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TOTAL CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY UNDER THESE HUGO BOSS XP TERMS AND CONDITIONS AND THE CUSTOMER LOYALTY PROGRAM, FROM ALL CAUSES OF ACTION AND ALL THEORIES OF LIABILITY, WILL BE LIMITED TO AND WILL NOT EXCEED \$100.

## **12. Dispute Resolution: Binding Individual Arbitration; Waiver of Class Actions; Waiver of Jury Trial**

**PLEASE READ THIS SECTION (“DISPUTE RESOLUTION”) CAREFULLY. IT IS PART OF YOUR CONTRACT WITH US AND AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT. IT CONTAINS PROCEDURES FOR MANDATORY BINDING ARBITRATION AND A WAIVER OF THE RIGHT TO PARTICIPATE IN A CLASS ACTION.**

### **12.1 Scope of Dispute Resolution Process.**

This Dispute Resolution section is intended to be given the broadest interpretation and application to encompass all disputes, claims, controversy or differences between you and HUGO BOSS, except as excluded below ("Claims"). You and we agree that all Claims arising out of or relating to the Terms and Conditions, the use of the Services, and your relationship with us that cannot be resolved informally or in small claims court, will be resolved by binding arbitration on an individual basis according to the process described herein, and not in court. Unless otherwise agreed to, all arbitration proceedings will be held in English. This dispute resolution process applies to you and us, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, assigns, suppliers and licensors as well as all authorized or unauthorized users or beneficiaries of the Services. You and we agree that this agreement evidences a transaction in interstate commerce governed by the U.S. Federal Arbitration Act and federal arbitration law.

### **12.2 Notice Requirement and Informal Dispute Resolution.**

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the Claim, and the requested relief. A Notice to us should be sent to: HUGO BOSS Legal Dept., 55 Water Street 48th Floor New York, NY 10041. After the Notice is received, the parties may attempt to resolve the claim or dispute informally. If the parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

### **12.3 Arbitration Rules.**

Arbitration will be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will

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govern all aspects of the arbitration, including without limitation the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms and Conditions. The AAA Consumer Arbitration Rules (“Arbitration Rules”), along with the AAA “Demand for Arbitration” form for commencing arbitration, are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The Demand must (i) list the participant’s and HUGO BOSS’S name and address; (ii) describe the nature and basis of the claim or dispute; (iii) set forth the specific relief sought and the amount of damages sought, if any, and (iv) identify the requested locale for any in-person hearing. The copy sent to the AAA must also include a copy of this arbitration agreement and the AAA’s applicable filing fee. The arbitration will be conducted by a single, neutral, impartial arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through “non-appearance-based” arbitration, as discussed in paragraph 13.4 below, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any in-person hearing will be held either in New York County, New York or, at your option, in the “metropolitan statistical area” (as defined by the U.S. Census Bureau) where you reside at the time the dispute is submitted to arbitration, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S. the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings. Judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. In any arbitration proceeding, both you and we have the right to be represented by an attorney or spokesperson.

## **12.4 Additional Rules for Non-Appearance Based Arbitration.**

If non-appearance based arbitration is elected, the arbitration may be conducted by telephone, online and/or based solely on written submissions and documentary evidence; the specific manner will be chosen by the party initiating the arbitration. A non-appearance based arbitration will not involve any personal appearance by the parties or witnesses at an in-person hearing unless otherwise agreed by the parties.

## **12.5 Time Limits.**

If either party pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

## **12.6 Authority of Arbitrator.**

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any Claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms of Use. The arbitrator will issue a written reasoned award describing the essential findings and conclusions

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on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

## **12.7 Waiver of Jury Trial.**

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all Claims will be resolved by arbitration under this Dispute Resolution section. You and we both acknowledge that arbitration awards are typically subject only to very limited review by a court. IN THE EVENT ANY LITIGATION SHOULD ARISE BETWEEN THE PARTIES IN ANY STATE OR FEDERAL COURT IN A SUIT TO VACATE OR ENFORCE AN ARBITRATION AWARD OR OTHERWISE, THE PARTIES WAIVE ALL RIGHTS TO A JURY TRIAL, INSTEAD ELECTING THAT THE DISPUTE BE RESOLVED BY A JUDGE.

## **12.8 Waiver of Class or Consolidated Actions.**

All Claims within the scope of this Dispute Resolution section must be arbitrated or litigated on an individual basis and not on a class-action or mass-action basis. Claims of one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

## **12.9 Confidentiality.**

All aspects of the arbitration proceeding, including without limitation the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Dispute Resolution section, to enforce an arbitration award, or to seek injunctive or equitable relief.

## **12.10 Severability.**

If any part or parts of this Dispute Resolution section are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect and will be severed, and the remainder of this Dispute Resolution section will continue in full force and effect.

## **12.11 Right to Waive.**

Any or all of the rights and limitations set forth in this Dispute Resolution section may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Dispute Resolution section as to the parties or to third parties.

## **12.12 Survival.**

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This Dispute Resolution section will survive the termination of your relationship with us.

## **12.13 Small Claims Court.**

Notwithstanding the foregoing, either party may bring an action in small claims court to the extent the dispute falls within the scope of such court's jurisdiction.

## **12.14 Emergency Equitable Relief.**

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration, and/or to compel arbitration hereunder. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Dispute Resolution section.

## **12.15 Claims Not Subject to Arbitration.**

For any claim that by law is not subject to arbitration, we and you agree to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state or federal courts located in New York County, New York.

## **12.16 Fees and Costs.**

In any arbitration under this Dispute Resolution section, each party will be responsible for paying any fees in accordance with AAA rules, except that HUGO BOSS will pay for your reasonable filing, administrative, and arbitrator fees if the claim for damages does not exceed the amount paid for the product which is the subject of the dispute, unless the arbitrator determines that your Claim was frivolous (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)).

## **13. ENTIRE AGREEMENT; SEVERABILITY; CONFLICTS; NO WAIVER.**

These Hugo Boss XP Terms and Conditions, together with the Hugo Boss Terms and Conditions contain the entire agreement between each you and us regarding the Customer Loyalty Program, and supersede any previous terms and conditions governing the Customer Loyalty Program we may have provided to you. The Customer Loyalty Program is not available where and to the extent prohibited by law. If any part of these Hugo Boss XP Terms and Conditions conflict with applicable law, that provision will be deemed severed from these Hugo Boss XP Terms and Conditions and the remainder of the Hugo Boss XP Terms and Conditions will remain in effect. We will not lose our rights under these Hugo Boss XP Terms and Conditions because we delay or do not enforce them. All waivers of any of these Hugo Boss XP Terms and Conditions by us must be in a writing executed by someone with authority to bind us.