

HUGO BOSS

Terms and Conditions

The following terms and conditions apply to the websites which can be called up under the URLs <http://www.hugoboss.com>, <http://www.hugoboss.de>, <http://www.hugoboss-prize.com>, <http://www.group.hugoboss.com>, <http://mobile.hugoboss.com>, <http://www.hugoboss-phone.com> and the associated services (jointly "HUGO BOSS sites"), which are operated by HUGO BOSS AG ("HUGO BOSS"), **Dieselstraße 12, 72555 Metzingen, represented by its executive board.**

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No licence

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Submissions

All notices, proposals, ideas and other contents which you provide to HUGO BOSS, will be regarded as provided on a nonconfidential basis. HUGO BOSS reserves the right to use this information at its exclusive discretion. HUGO BOSS is not subject to any obligation (i) to treat the submissions as confidential or (ii) to respond to any submissions. You are responsible for ensuring that none of your submissions infringe the rights of third parties (including copyright, trademark, patent, commercial secrecy, privacy or other personal rights or intellectual property rights) and to that extent indemnify HUGO BOSS from all claims of third parties, including reasonable costs of legal defence.

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User behaviour

As a user of the HUGO BOSS site you are required to comply with the law of the Federal Republic of Germany. Above all, you undertake to comply with the applicable youth protection regulations.

In particular, you are not permitted to send contents over the HUGO BOSS site or in any other way to make them available which are (i) libellous, defamatory, obscene, harmful, pornographic, promoting violence or represent infringement of privacy; (ii) infringe commercial protected rights or (iii) offer goods or services or solicit financial funds.

User activities whose purpose is to render the HUGO BOSS site functionally defective or at least to make use of it more difficult are prohibited and could give rise to civil and criminal proceedings.

The HUGO BOSS site (including its services) may also not be used for illegal purposes. In particular, it is prohibited to register third parties without their knowledge and explicit consent for the newsletter and/or e-zine service or register third parties without their knowledge and explicit consent for lotteries on the HUGO BOSS site.

Participation in raffles

The HUGO BOSS sites may contain an invitation to participate in raffles. All raffles are subject to the following conditions: (i) employees of HUGO BOSS AG and the companies connected with it and their dependents are excluded from participation in the raffles, (ii) no cash disbursement and/or an replacement of the prizes is possible, (iii) recourse to the courts is not permitted.

Liability

You are yourself responsible for all your activities on and in connection with the HUGO BOSS site. Those with responsibility for upbringing are liable for their children.

HUGO BOSS will ensure proper care and maintenance of the HUGO BOSS site. However, HUGO BOSS gives no guarantee that the HUGO BOSS site will be accessible at all times. HUGO BOSS also does not guarantee that the HUGO BOSS site will always be in the most up-to-date condition and free of defects. It is possible that delays, transcription errors or even misinformation could occur.

HUGO BOSS is only liable to the extent that HUGO BOSS, its agents and/or statutory representatives commit deliberate or grossly negligent conduct.

In the event of minor negligence, HUGO BOSS will only be liable to the extent that major obligations of the agreement are infringed by HUGO BOSS, its agents and/or statutory representatives. In this case, there is no liability of HUGO BOSS and/or its agents and statutory representatives in the event of asset loss in respect of indirect damage, especially consequential damage, unforeseeable damage or untypical damage as well as loss of profit.

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Any statutorily prescribed fault-independent liability of HUGO BOSS - especially a statutory guarantee liability - is not affected by the above restrictions of liability. This also applies to the liability of HUGO BOSS in the event of culpable injury of life, limb or health.

The four previous paragraphs contain all the contractual and noncontractual claims which arise out of the present agreement and/or the use of the HUGO BOSS site.

Links

In some circumstances, the HUGO BOSS site will contain links to other websites, whose contents cannot be managed and/or influenced by HUGO BOSS. These are purely for reference purposes. HUGO BOSS is not liable either for the accuracy of the content of these websites or for the material which can be obtained from these websites. The linked sites of the relevant website were reviewed at the time of the establishment of the link for possible legal infringements. However, without specific grounds for suspicion of a legal infringement, permanent control of the content of the linked site cannot reasonably be expected.

Changes/improvements

HUGO BOSS reserves the right to change the present utilisation conditions and the content and structure of the HUGO BOSS site at any time. This also includes modifying or completely ceasing specific offers and services with a cost obligation.

Miscellaneous

The law of the Federal Republic of Germany will be applicable. The use of UN purchasing law and international private law is excluded.

The legal venue is Stuttgart, if the user is a commercial agent.

The present utilisation conditions can be downloaded under the URLs <http://www.hugoboss.com>, <http://www.hugoboss.de>, <http://www.hugoboss-prize.com>, <http://www.group.hugoboss.com>, <http://mobile.hugoboss.com> and <http://www.hugoboss-phone.com>. They are available in both German and English.