

## TERMS AND CONDITIONS

The following terms and conditions (hereinafter referred to as the "**Terms and Conditions**") and Privacy Policy apply to entry in the "**Boss House Bali Sweepstake**" (hereinafter referred to as the "**Sweepstake**"):

1. HUGO BOSS AG, Holy-Allee 3, 72555 Metzingen, Germany ("**HUGO BOSS**") is the organizer and promoter of the Sweepstake.

## PRIZES

2. There will be 1 (one) winner for 1 (one) prize consisting of:

### **An experience at BOSS House Bali for two persons – July 1<sup>st</sup> to July 5<sup>th</sup>, 2024**

- 2 (two) Economy-class return flights from the winner's country of residency to I Gusti Ngurah Rai International Airport (DPS)
- 4 (four)- nights' accommodation for (2) two persons in one room at the BOSS House in Bali
- 2 (two) airport shuttles: (1) one from the airport to the BOSS House, booked by HUGO BOSS, and (1) one back from the house to the airport.
- Shuttle service for HUGO BOSS organized Events in Bali
- 1 (one) Welcome Dinner
- 1 (one) Sunset cocktails and dinner at a restaurant selected at the sole discretion of HUGO BOSS
- 1 (one) Yoga session
- 1 (one) Cooking Class session
- 1 (one) Rice Field Cycling Tour and visit of Coffee Plantations

The total value of the prize is estimated at 9.400GBP.

3. The prize is not inheritable, for sale, and may not be transferred, exchanged and/or redeemed for cash.

4. The winner and the accompanying person will be responsible for obtaining any visa that may be required at their own expense and the payment of taxes that apply locally as well as any other charges or levies such as customs duties or other charges related to the prize. Unless defined in the prize (clause 2), HUGO BOSS is not responsible for transport, meals and other expenses (e.g., Loss of baggage) in Bali nor for transport to and from the departure airport at the winner's and the accompanying person's place of residence, nor for other expenses related to the prize, nor for travel insurance. The winner and their accompanying person must have proper travel documents to enter Bali. HUGO BOSS will not be responsible or liable in the event that a visa application is rejected by the relevant authorities. In such a case, the prize will be treated as having been rejected by the winner and HUGO BOSS reserves the right to offer the prize to another eligible entrant or award the prize to no-one.
5. The winner understands that the entire experience will be conducted in English.

## PARTICIPATION AND WINNER SELECTION

6. The Sweepstake will begin on **April 22nd, 2024 (00:01 CET)** and ends on **April 28th, 2024 (23:59 CET)** (hereinafter referred to as the "Promotion Period")

In order to participate in the Sweepstake, customers have multiple options for accessing the online registration form on <https://hugoboss.jebbit.com/feds5sf2?L=Full+Page>. They can choose to click on the provided link in the e-mail newsletter or visit the respective banners on the Website (<https://www.hugoboss.com/uk/boss-experience/>). To participate, customers are required to provide the following information in the online registration form:

- Registration e-mail address for HUGO BOSS EXPERIENCE
- First name
- Last name

By clicking on the "Submit" button, customers accept these Terms and Conditions. All submissions outside of the Promotion Period are not eligible for entry. If a customer provides an email address other than the one registered for the HUGO BOSS EXPERIENCE Program, the entry to the Sweepstake is invalid.

7. The winner will be randomly drawn at from all valid entries using a web-based random generator tool on May 2nd, 2024, and will be notified by HUGO BOSS by email within 2 (two) working days after the winner has been determined. The winner must validly claim the prize within 3 (three) days of receiving the prize notification. In their response email, the winner must confirm acceptance of the prize and provide a copy of their and the accompanying

person's identification document (showing their age and residence/citizenship) and other contact details (e.g. address) in order to make the necessary arrangements to receive the prize. If the winner does not respond to the e-mail within 3 (three) days, does not provide the requested information or does not meet the entry requirements (as determined by HUGO BOSS in sole discretion), the winner will forfeit their claim to the prize. HUGO BOSS reserves the right to choose a new winner by drawing lots from the remaining entrants.

8. Once the winner has claimed their prize, HUGO BOSS will contact them via email to coordinate and finalize all the necessary details related to the prize.

## ELIGIBILITY

9. Entrants under these Terms and Conditions must be members of the HUGO BOSS EXPERIENCE Program. Additionally, their country of residency must be in Great Britain, France, Germany, Spain, the Netherlands, Austria, Switzerland, UAE, Japan, Canada, and Mexico, and they must be 18 years old or have reached the age of majority in their country of residence. This also applies to the accompanying person.
10. Each entrant can participate to the Sweepstake only once.
11. Participation in the Sweepstake is free of charge and does not require the purchase of HUGO BOSS products.
12. The Sweepstake is not open to employees of HUGO BOSS AG and affiliates of the HUGO BOSS Group, anyone else professionally connected with the Sweepstake, or their relatives and life partners.
13. HUGO BOSS reserves the right to verify the eligibility of entrants to participate in the Sweepstake. This may include confirming the age of the winner and the accompanying person and validating their identity through a valid ID.
14. Any illegible, incomplete, or fraudulent entries will be rejected. Any entry made or attempted to be made to the Sweepstake in a manner which, in the reasonable opinion of HUGO BOSS is not in accordance with these Terms and Conditions or is by its nature unfair to other entrants (which may include, by way of example only, cheating, hacking, deception and/or use of robots or other automated programs) may be excluded from the Sweepstake or (if selected as a winning entry) the relevant entrant deprived of the prize and another winner selected in accordance with these Terms and Conditions.

## LIABILITY

15. The Terms & Conditions of this promotions can be viewed, downloaded and printed at [https://www.hugoboss.com/uk/crm/BOSS\\_HouseBali\\_raffle.html](https://www.hugoboss.com/uk/crm/BOSS_HouseBali_raffle.html)
16. HUGO BOSS will not be liable if, through no fault of its own, e-mails cannot be delivered for any reason provided that neither HUGO BOSS nor its vicarious agents have acted in a manner that was intentionally wrongful or grossly negligent.
17. HUGO BOSS accepts no responsibility for technical or other disturbances, including those resulting from the breakdown of its network, the Website, computer etc. which make entry to the Sweepstake impossible.
18. HUGO BOSS gives no warranties or representations about the quality or suitability of any prize. HUGO BOSS will only be responsible for damage which the entrant suffers in connection with entering the Sweepstake or accepting or using any prize as the result of gross negligence or intentional wrongdoing on its part or on the part of one of its vicarious agents or which the entrant suffers as the result of a breach of a material duty (i.e. a duty whose fulfilment is a prerequisite for the conduct of the Sweepstake and a duty which the entrant was legitimately entitled to expect HUGO BOSS to comply with). This limit on liability does not apply to any damage resulting from a breach leading to the death, bodily injury and/or illness of the entrant or claims based on any applicable product liability law (Produkthaftungsgesetz) or any other liability which cannot be excluded by law.
19. HUGO BOSS reserves the right to modify, cancel, terminate, suspend or discontinue the Sweepstake, in whole or in part, at its sole discretion at any time in the event that the Sweepstake (or any part of it) is not capable of running as planned due to any cause beyond the control of HUGO BOSS including, without limitation, a computer virus, force majeure technical failure or unauthorised human intervention that could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstake. In the event that HUGO BOSS discontinues the Sweepstake in accordance with this paragraph, the entrants will be informed without delay.

## MISCELLANEOUS

20. The Terms & Conditions of HUGO BOSS EXPERIENCE are accessible under <https://www.hugoboss.com/uk/about-hugo-boss/terms-and-conditions-experience/terms-conditions-experience.html>.
21. The legal recourse is excluded.

22. German law will apply. If an entrant has his ordinary residency at the time of the entering the Sweepstake in another country within the European Union, any mandatory provisions of his or her local law will apply regardless of German law.
23. If you have any queries about these Terms and Conditions or the Sweepstake, please contact HUGO BOSS at:

HUGO BOSS AG  
(registered at the Local Court of Stuttgart, Germany, HRB 36 06 10)  
Holy-Allee 3  
72555 Metzingen

or by e-mail at [hbme\\_crm\\_sweepstake@hugoboss.com](mailto:hbme_crm_sweepstake@hugoboss.com)

## DATA PROTECTION

Without affecting other conditions of participation, we hereby inform you about the processing of your personal data in the context of the participation carried out by us. You are not obliged to provide your personal data. However, please note that you will not be able to participate in the sweepstake if you do not provide your data to the extent described.

We process your personal data such as name, address data, e-mail address, photo, in accordance with the conditions of participation of the sweepstake e.g. delivery, travel management. We process your data to our campaigning service provider Jebbit. By participating, you agree in the event of winning, we may take photographic images of you. The winner further agrees that we may publish these pictures for marketing purposes for up to 1 year. The legal basis for the processing of your personal data is usually Art. 6 para. 1 p. 1 lit. b DSGVO, our contract.

There is no automated decision making in individual cases in the sense of Art. 22 GDPR. The data stated above will be deleted after the Sweepstake has been carried out, the prize has been announced within our company, your personal data will only be disclosed to the areas and persons who need this data to fulfil the corresponding obligations. If data is passed on to our service providers, they are contractually and legally obliged to process the data exclusively in accordance with our instructions and in compliance with the applicable data protection regulations. Otherwise, your data will not be passed on to third parties.

For further information on the processing of your data, please refer to our data protection provisions for HUGO BOSS EXPERIENCE (<https://www.hugoboss.com/uk/about-hugo-boss/privacy-statement/privacy-statement.html>) which you accepted upon registration. Registration is a prerequisite for participation in the Sweepstake. The provision of personal data for further processing is the consideration for participation in the sweepstakes.