

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 and HUGO Formula One Activation" (hereinafter referred to as the "**Sweepstake**");

1. HUGO BOSS Middle East FZ LLC, Dubai Design District, Building 9, Unit 101/107/108, Post Box 333264, Dubai, United Arab Emirates ("**HUGO BOSS**") is the organizer and promoter of the Sweepstake.

PRIZES

2. There will be a total of six (6) winners who will win the following prizes according to their ranking in the F1 simulator:

- **First Place:** The 1st Place Racer from the BOSS Store and the 1st Place Racer from the HUGO Store will each win two (2) Race Day tickets + Deck at Two Hospitality tickets for the Formula One Abu Dhabi Grand Prix 2024 on December 8, 2024 at the Yas Marina Circuit Abu Dhabi.
- **Second Place:** The 2nd Place Racer from the BOSS Store and the 2nd Place Racer from the HUGO Store will each win two (2) Qualifying Race Day tickets + Deck at Two Hospitality tickets for the Formula One Abu Dhabi Grand Prix 2024 on December 7, 2024.
- **Third Place:** The 3rd Place Racer from the BOSS Store and the 3rd Place Racer from the HUGO Store will each win two (2) Free Practice 1 & 2 Day tickets + Deck at Two Hospitality tickets for the Formula One Abu Dhabi Grand Prix 2024 on December 6, 2024.
- For all winners transportation to and from the Yas Marina Circuit, Abu Dhabi will be provided.

In the event of a cancellation or termination of the event, there is no entitlement to tickets for alternative events or any other compensation. The organizer's terms and conditions apply additionally.

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 description under clause 2, HUGO BOSS is not responsible for transport, meals and other expenses (e.g., loss of baggage) in the country of destination 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 the country. 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.

PARTICIPATION AND WINNER SELECTION

5. The Sweepstake will be held at the following BOSS and HUGO stores (hereinafter referred to as "**Participating BOSS Store**" or "**Participating HUGO Store**") during the specified periods (hereinafter referred to as "**Promotion Period**"):

- a. For Dubai-based stores and the HUGO BOSS Online Store (hugoboss.com/ae):

Promotion Period: November 29, 2024 (10 am AST) to December 4, 2024 (10 pm AST)

- BOSS Store, Dubai Mall, Fashion Avenue
- BOSS Store, Mall of the Emirates
- HUGO Store, Mall of the Emirates

- b. For Abu Dhabi-based store(s):

Promotion Period: November 30, 2024 (10 am AST) until December 4, 2024 (10 pm AST):

- HUGO Store, Yas Mall

Entries submitted outside the Promotion Period will not be accepted by HUGO BOSS.

6. In order to enter the Sweepstake, each participant must meet the following conditions:
- a. Register as a HUGO BOSS EXPERIENCE member or already be a registered member,
 - b. Make a purchase of a minimum of 1,000 AED in a Participating BOSS Store or in the HUGO BOSS Online Store

or make a purchase of a minimum of 500 AED in a Participating HUGO Store during the Promotion Period,

- c. For online purchases: Visit one of the participating stores with confirmation of your online order, including verification of the minimum purchase requirement,
- d. Complete the registration form by providing all the necessary information* and play on the F1 simulator in the Participating Store, while following these game rules:
 - i. Total time on the F1 simulator is 5 minutes per guest, during which each participant must complete two laps as fast as he or she can.
 - ii. If the time limit is exceeded or if the two laps are not completed within the time limit, the participation is considered invalid. Additionally, if a participant exceeds track limits (e.g. cutting corners), the game will automatically void the lap times where these limits have been breached.

*Participants must ensure that the data entered is accurate, as incorrect information may prevent HUGO BOSS from matching participants' details, potentially affecting the ability to claim any prizes.

- 7. There will be a total of 6 (six) winners: A winner from the Participating BOSS Store and from the Participating HUGO Store will be determined for the first, second, and third places based on the lap time in the F1 simulator after the Promotion Period. The winners will be notified by HUGO BOSS on December 5, 2024 by phone call by 10am.
- 8. The winner will forfeit his or her claim to the prize if he or she does not validly claim the prize
 - a. for First and Second Place winners: within 24 hours of receipt of the prize notification
 - b. For Third Place winners: until 6pm on December 5, 2024

HUGO BOSS is entitled to choose a new winner by drawing lots from the remaining entrants.

- 9. Once the winner claimed the prize, the prize award will be arranged by HUGO BOSS.

ELIGIBILITY

- 10. Entrants under these Terms and Conditions must be aged 21 years or more and usually resident in the United Arab Emirates. This also applies to the accompanying person.

11. Each eligible purchase allows for only one entry into the Sweepstake.
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. HUGO BOSS will not be liable if, through no fault of its own, emails, letters or prizes are lost, delayed, misdirected, corrupted or damaged in the mail and/or 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. Emails will be deemed to be received on the date of transmission; communications sent by post will be deemed to be received 5 days after posting. Proof of submitting an entry is not proof of HUGO BOSS's receipt.
16. 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.
17. 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.

18. HUGO BOSS will not be liable for any failure to comply with its obligations in relation to the Sweepstake and 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

19. The Terms and Conditions of HUGO BOSS EXPERIENCE Program are accessible under <https://www.hugoboss.com/ae/en/about-hugo-boss/terms-and-conditions-experience/terms-conditions-experience.html>
20. During the Sweepstake, the Terms and Conditions may be viewed under the following link: www.hugoboss.com/ae/crm/TC_Formula1_activation.html
21. 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.
22. If you have any queries about these Terms and Conditions or the Sweepstake, please contact HUGO BOSS at:

HUGO BOSS Middle East FZ LLC
Dubai Design District, Building 9, Unit 101/107/108,
Post Box 333264, Dubai
United Arab Emirates

or by e-mail at HBDB_Communication_CRM_AE@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. 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 GDPR, 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 Program (https://www.hugoboss.com/ae/en/about-hugo-boss/privacy-statement-experience/privacy-statement-experience.html?select_rd=QA) 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 Sweepstake.