

## TERMS AND CONDITIONS

The following terms and conditions (hereinafter referred to as the "**Terms and Conditions**") apply to entry in the "**EXPERIENCE Week Sweepstakes**" consisting of 3 (three) sweepstakes (hereinafter together referred to as "**Sweepstakes**", individually "**Sweepstake**"):

1. HUGO BOSS AG, Holy-Allee 3, 72555 Metzingen, Germany ("**HUGO BOSS**") is the organizer and promoter of the Sweepstakes.
2. Entrants under these Terms and Conditions must be members of the HUGO BOSS EXPERIENCE Program, aged 18 years or more and have their country of residency in Great Britain, France, Germany, Switzerland, Spain, the Netherlands or Austria. The Sweepstakes are not valid in countries where it is prohibited by law. Individuals in countries subject to any applicable controls, sanctions or other laws or rules applicable in relation to these Sweepstakes are not eligible to enter the Sweepstakes.

## PRIZES

3. There will be 3 (three) winners in total for 3 (three) prizes consisting of:
  - a. **Prize 1: Dubai Experience for two persons – Nov 21<sup>th</sup> to Nov 25<sup>th</sup>, 2023**
    - Two (2) Return Economy-class flights from the winner's country of residency to Dubai International (DXB) Airport
    - Three (3) hour access to AURA Skypool including a morning yoga session
    - Desert experience
    - Dinner in a traditional Arabic restaurant
    - 8.000 AED shopping credit for the winner and his or her accompanying person to be spent at the BOSS Store in the Dubai Mall
    - Four (4)-nights accommodation for two persons at a five-star hotel in Dubai Downtown selected at the sole discretion of HUGO BOSS
    - Two (2) airport shuttles, one (1) from the airport to the hotel booked by HUGO BOSS and one (1) back from the hotel to the airport. For one winner and one accompanying person
    - Shuttle service for HUGO BOSS organized Events in Dubai

The total value of the prize is estimated at 7.000€/6.046GBP.

- b. **Prize 2: Fashion Experience for two persons – Dec 13 to Dec 15, 2023**

- A visit of the HUGO BOSS AG headquarter in Holy-Allee 3, 72555 Metzingen, Germany, for the winner and one accompanying person
- Two (2) Return Economy-class flights from the winners' choosing within his or her country of residency to Stuttgart Airport (STR) or two (2) Return train tickets from the winners' choosing within Germany, France, Switzerland or Austria to Stuttgart, Germany
- Two (2)-nights accommodation for two persons at a four-star hotel in Metzingen selected at the sole discretion of HUGO BOSS
- Shuttles between Stuttgart Airport or Stuttgart central train station to the hotel and the HUGO BOSS AG headquarter
- 1.500€ shopping credit for the winner and one accompanying person for the HUGO BOSS VIP Store at the campus

The total value of the prize is estimated at 2.500€/2.150GBP.

**c. Prize 3: Tennis Experience for two persons– May 18<sup>th</sup> to May 20<sup>th</sup>, 2024**

- Two (2) tickets category "Corporate Hospitality" to the finals of the tennis tournament "Internazionali BNL d' Italia" on May 19<sup>th</sup>, 2024, in Rome, Italy for the winner and one accompanying person
- Two (2) Return Economy-class flights from the winner's country of residency to Rome Airport (FCO)
- Two (2)- nights accommodation for two persons at a four-star hotel in Rome selected at the sole discretion of HUGO BOSS
- 2.000€ shopping credit for the winner and the accompanying person for the BOSS Store Rome
- Two (2) airport shuttles, one (1) from the airport to the hotel booked by HUGO BOSS and one (1) back from the hotel to the airport.
- Shuttle service between the hotel and the tennis tournament

The total value of the prize is estimated up to 9.000€/7.773GBP.

4. Prizes are not inheritable nor for sale and may not be transferred, exchanged and/or redeemed for cash. Shopping credit that is not redeemed on the day of the visit of the respective BOSS Store is forfeited.
5. The winners and the accompanying persons will be responsible for obtaining any visas 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 their prizes. Unless defined in the prizes in clause 3, HUGO BOSS is not responsible for transport, meals and other expenses (e.g. Loss of baggage) in Dubai, Rome or Metzingen nor for transport to and from the departure airport at the winner's and the accompanying person's place of residence, nor for any other expenses related to the prize, nor for travel insurance. The winners and their accompanying person must have proper travel documents to enter United Arab Emirates, Italy or Germany. 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.

## PARTICIPATION AND WINNER SELECTION

6. The respective Sweepstakes begin on the following dates:

- a. Prize 1 – October 23<sup>rd</sup>, 2023, 00.01h CEST
- b. Prize 2 – October 25<sup>th</sup>, 2023, 00.01h CEST
- c. Prize 3 – October 27<sup>th</sup>, 2023, 00.01h CEST

All Sweepstakes end on October 29<sup>th</sup>, 2023, 23:59h CEST (hereinafter referred as "**Promotion Period**").

7. To enter the Sweepstakes, the customer must click on the „Participate now“ button in the E-mail newsletter or on the respective banners on the Website (<https://www.hugoboss.com/uk/boss-experience/>). By clicking on the button, an online registration form for the respective Sweepstake will open. The customer must enter the following data in order to participate:

- Email as registered with HUGO BOSS
- First name
- Last name

By clicking the "Submit" button each customer confirms these Terms and Conditions. All entries outside of the above-mentioned Promotion Period are not eligible for entry. In case the customer provides an e-mail address other than the one registered for the HUGO BOSS EXPERIENCE Program, the entry to the Sweepstake is invalid.

8. The 3 (three) winners of each Sweepstake will be drawn at random from all valid entries using a web-based random generator tool on October 31<sup>st</sup> 2023 and will be notified by HUGO BOSS by e-mail within 2 (two) days after the winners have been determined. The winners will forfeit their claim to the prize if they do not validly claim the prize within 3 (three) days of receipt of the prize notification. In their response email, the winners must confirm acceptance of the prize and provide a copy of their and the accompanying persons

identification document (showing their age and residence/citizenship) and other contact details (e.g. address) 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 (this will be decided by HUGO BOSS in sole discretion), the winner will forfeit his or her claim to the prize. HUGO BOSS is entitled to choose a new winner by drawing lots from the remaining entrants.

9. Once the winners have claimed their prizes, they will be contacted by HUGO BOSS by e-mail to arrange all further details of the prizes.

## ELIGIBILITY

10. Entrants under these Terms and Conditions must be members of the HUGO BOSS EXPERIENCE Program, aged 18 years or more and have their country of residency in Great Britain, France, Germany, Switzerland, Spain, the Netherlands or Austria. The accompanying person chosen by the winner must also be at least 18 years old and must be a resident of the same country as the winner.
11. Each entrant can participate to each Sweepstake once.
12. Participation in the Sweepstakes is free of charge and independent of the purchase of HUGO BOSS products.
13. The Sweepstake is not open to employees of HUGO BOSS AG and/or affiliates of the HUGO BOSS Group and/or anyone else professionally connected with the Sweepstake, and/or their relatives and life partners.
14. HUGO BOSS reserves the right to check whether an entrant is eligible to participate in the Sweepstake. In particular, HUGO BOSS is entitled to inquire about the age of the winners and their accompanying person to confirm their identity by means of a valid ID.
15. 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

16. The Terms & Conditions of the Sweepstake can be viewed, downloaded and printed at [https://www.hugoboss.com/uk/crm/ExperienceWeek\\_Raffles.html](https://www.hugoboss.com/uk/crm/ExperienceWeek_Raffles.html).
17. 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.
18. 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.
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.
20. 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.

## MISCELLANEOUS

21. 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>.
22. The legal recourse is excluded.
23. 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.
24. 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

Germany

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 Sweepstakes if you do not provide your data to the extent described.

We process your personal data such as name, address data, photo, in accordance with the conditions of participation of the Sweepstakes 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 6 months. 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 competition 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 fulfill 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-experience/privacy-statement-experience.html>), which you accepted upon registration. Registration is a prerequisite for participation in the Sweepstakes. The provision of personal data for further processing is the consideration for participation in the Sweepstakes.