

# Terms and Conditions for participation in HUGO BOSS EXPERIENCE

FRANCE

(As of: 01 November 2021)

## 1. Participation in HUGO BOSS EXPERIENCE and scope of application

- 1.1 HUGO BOSS AG, Dieselstr. 12, D-72555 Metzingen, Germany ("**HUGO BOSS**" or "**we**") operates the customer loyalty programme HUGO BOSS EXPERIENCE (hereinafter also referred to as "**customer loyalty programme**"). In order to be able to participate in HUGO BOSS EXPERIENCE, the customer must accept the following Terms and Conditions ("**Terms and Conditions**") in the course of the registration process.
- 1.2 Any natural person over the age of 18 and resident in France, may participate in HUGO BOSS EXPERIENCE. Participation is free of charge.
- 1.3 HUGO BOSS provides all HUGO BOSS EXPERIENCE services, offers and content (generally "**benefits**") exclusively on the basis of these Terms and Conditions and solely in participating retail stores. Participating retail stores in the customer loyalty programme are all stores located in the EU, Norway and Switzerland which are operated by HUGO BOSS or companies associated with HUGO BOSS (hereinafter "**retail stores**"). An overview of the current participating retail stores can be found in the HUGO BOSS Store Locator on the HUGO BOSS website ([www.hugoboss.com](http://www.hugoboss.com), hereinafter "**website**"). Further participant in the customer loyalty programme is the HUGO BOSS Online Store available via the website, via the HUGO BOSS Mobile App and via the HUGO BOSS Order from Store App available in our retail stores (hereafter jointly "**online store**").
- 1.4 The customer can register for HUGO BOSS EXPERIENCE in retail stores by completing and signing the digital application form. Alternatively, the customer may register for HUGO BOSS EXPERIENCE via the online store.
- 1.5 The customer becomes a participant in HUGO BOSS EXPERIENCE by signing (retail store) or sending (online store) the fully completed application form and acceptance of the application by HUGO BOSS.

**1.6** In the event of registration in the retail stores and specification of a postal address, the participant receives a welcome package including the personal HUGO BOSS EXPERIENCE card by post (see Section 3.). In the event of an online registration, the customer receives a digital welcome package by email. By request, customers registering online who specify a postal address receive a welcome package by post as well.

## **2. Benefits**

As a HUGO BOSS EXPERIENCE participant you will have access to exclusive services and offers from HUGO BOSS.

### **2.1 Personal shopping**

HUGO BOSS EXPERIENCE participants can exclusively use our personal shopping service in retail stores. This service includes individual shopping advice provided by personal sales advisors and exclusive personal shopping appointments in retail stores. We also offer you top-level personalized advice based on the information stored in our customer database.

### **2.2 Customer hotline**

HUGO BOSS also provides HUGO BOSS EXPERIENCE participants with an exclusive HUGO BOSS EXPERIENCE customer hotline.

### **2.3 Alterations service**

As a HUGO BOSS EXPERIENCE participant you can take advantage of the alterations service in all retail stores for purchases made in these retail stores and online stores. The store specialists will assist in measuring and assessing the ideal fit for you with your new HUGO BOSS products. One standard alteration (minor trouser length or sleeve adjustment) per single men's and/or women's suiting (i.e. formal jackets, trousers, skirts & dresses available of the same fabric) purchased at full price will be performed free of charge. Please note that products altered to your specification cannot be exchanged (Section 2.4). If you wish to make use of your right of withdrawal for products purchased in the online store, you must compensate for the value lost as a result of alterations made to your specification.

## 2.4 Exchanges

In retail stores in France, HUGO BOSS EXPERIENCE also offers the benefit of exchanging goods purchased in retail stores in France without proof of purchase subject to the conditions stated on the purchase receipt.

## 2.5 Personalized information and invitations

On the basis of the information stored in our customer database, we offer you personalized news, product recommendations and other information as well as invitations to special promotions and events, in each case individually tailored to your personal preferences. We will also keep you up to date on the latest HUGO BOSS collections, fashion shows, sports events and other events.

## 2.6 My HUGO BOSS customer account

All Participants who register for HUGO BOSS EXPERIENCE also receive access to the exclusive My HUGO BOSS customer account for the online store with additional functions and offers tailored to the participant's individual interests. Participants who register for HUGO BOSS EXPERIENCE in retail stores and who want to use the online functionality of HUGO BOSS Experience must initialize their personal My HUGO BOSS customer account separately by entering a password. In your personal My HUGO BOSS customer account you can manage your **customer master data** and select your preferred **communication channels** for personalized information and invitations from HUGO BOSS.

Provided that the email communication channel has been selected by you as preferred communication channel, you will be able to access invitations to special **promotions** individually tailored for you.

You can also save **delivery addresses** in your My HUGO BOSS customer account and use this data for your orders in the online store. Once you have logged into your customer account, information required for the order process in the online store will be entered automatically on the basis of the information saved in your customer account in order to make the online store order process as convenient as possible.

You may also want to save credit card **payment** information in your My HUGO BOSS customer account in order to facilitate credit card payments when shopping online. A credit card token connected to your delivery addresses will be saved in your customer account if you wish to make use of this payment functionality.

The My HUGO BOSS customer account also offers you an overview of your **purchase history** in retail stores and the online store and also allows you to track the processing and delivery status of your purchases in the online store. As a My HUGO BOSS participant you also benefit of a rebuy functionality when shopping online.

In your My HUGO BOSS customer account you can also create and manage **wish lists** which enable you to save HUGO BOSS products for a subsequent visit to the online store and to check the availability of HUGO BOSS products in the online store or in the retail store of your choice.

So that we can tailor your advice and the information sent to you as closely as possible to your personal interests, you can create and manage **preferences** for specific HUGO BOSS brands, for sizes and interests, as well as your **preferred retail store**. We use this information together with the information collected by us about your use of the website so that we can personalize and tailor the configuration of your My HUGO BOSS customer account. If you are logged into your My HUGO BOSS customer account, the sizes saved in your customer account will when you are shopping in the online store also be automatically selected as default values to make shopping in the online store as convenient as possible for you. We also inform you in the online store whether a selected product is available in your preferred retail store in your preferred size.

### 3. Customer card

- 3.1 Participants receive a personal HUGO BOSS EXPERIENCE card together with the welcome package (Section 1.6.) sent by post. Alternatively, participants may choose to create a mobile digital member card.
- 3.2 The HUGO BOSS EXPERIENCE card is personalized and not transferrable.
- 3.3 The participant is obliged to immediately notify HUGO BOSS of any loss, theft or other disappearance of the HUGO BOSS EXPERIENCE card by email to [experience-fr@hugoboss.com](mailto:experience-fr@hugoboss.com) or by calling the HUGO BOSS EXPERIENCE customer hotline. The participant will be given a replacement card on request. The participant is solely responsible for damage arising as a result of the culpable failure to report or delayed reporting.

#### **4. Notice of termination and termination**

- 4.1** The participant may terminate his or her participation in HUGO BOSS EXPERIENCE at any time without observing a notice period by written notification sent to HUGO BOSS at the address stated in Section 1.1 or in text form by email to [experience-fr@hugoboss.com](mailto:experience-fr@hugoboss.com).
- 4.2** HUGO BOSS may terminate the participation in HUGO BOSS EXPERIENCE at any time observing a notice period of 14 days. Rights of termination for good cause remain unaffected.

#### **5. Changes in range of services and Terms and Conditions**

- 5.1** HUGO BOSS reserves the right to change or discontinue the scope or details of free services offered or to offer them for a fee in future. In so doing, HUGO BOSS will take the participant's justified interests into account.
- 5.2** HUGO BOSS reserves the right to change or amend these Terms and Conditions with future effect, particularly where statutory provisions so require or where this is necessary for improving processes or preventing abuse. HUGO BOSS will notify the participant of the change in each case by email or in writing to the most recently communicated address. The changes shall be deemed to have been accepted if the participant does not submit any objection to HUGO BOSS within six weeks of receiving the notification or the participant continues to use his or her HUGO BOSS EXPERIENCE card or My HUGO BOSS customer account after expiry of this period. In the case of any individual change in the Terms and Conditions, HUGO BOSS will inform the participant of the aforementioned right of objection and of the aforementioned consequences of failing to submit an objection. In the event of the participant's objection, the contract will continue under the current conditions. HUGO BOSS is entitled, however, to terminate the participation in HUGO BOSS EXPERIENCE with immediate effect and excluding all damages claims.

#### **6. Customer service**

For enquiries about HUGO BOSS EXPERIENCE, please contact [experience-fr@hugoboss.com](mailto:experience-fr@hugoboss.com) or the HUGO BOSS EXPERIENCE customer hotline.

## **7. Final Provisions**

These Terms and Conditions and the entire legal relationship between HUGO BOSS and the participant in connection with HUGO BOSS EXPERIENCE are governed by the law of the Federal Republic of Germany.