

TERMS AND CONDITIONS

The following terms and conditions ("**Terms and Conditions**") apply to entry in the "Reward of Choice" promotion ("**Promotion**") by people resident in MALAYSIA:

1. HUGO BOSS AG, Dieselstrasse 12, 72555 Metzingen, Germany ("**HUGO BOSS**") is the organiser and promoter of this Promotion.
2. The Promotion begins on August 16th, 2022 (04:00 CET) and ends on December 31st, 2022 (24:00 CET).
3. Any person who is at least 18 years old and has personally received the newsletter invitation from HUGO BOSS ("**Invitation**") and is a member in the HUGO BOSS EXPERIENCE Program until the end of the Promotion ("**Participant**") is eligible to participate in the Promotion. The Invitation may not be transferred to any other person.
4. Each Participant may only participate once.
5. The Promotion 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 Promotion, and/or their relatives and life partners
6. There are 2 (two) rewards ("**Reward**") to choose from. Each Participant will receive the chosen Reward if he or she reaches his or her personal shopping target amount ("**Target**") before the end of the Promotion. The Participant must achieve his or her Target (after any returns) through purchases in directly operated HUGO BOSS brick-and-mortar retail stores ("**Brick-and-Mortar Retail Stores**") in the country where the Participant registered for the HUGO BOSS EXPERIENCE Program. Participating Brick-and-Mortar Retail Stores can be found via the Store Locator on the HUGO BOSS website www.hugoboss.com/my/en. Purchases made in the HUGO BOSS Online Store are excluded from this Promotion and do not count towards the Target. Participants must identify themselves as a HUGO BOSS EXPERIENCE member at the checkout by providing their customer ID in Brick-and-Mortar Retail Stores. Until the end of the Promotion period, the Participant can change the chosen Reward as often as he or she wishes. The full value of purchases made in Brick-and-Mortar Retail Stores (including value added tax or other similar tax), including any purchases made using gift vouchers, but after reduction for any discount or promotion which reduces the price paid, will count towards the Target.
7. Rewards may not be transferred, exchanged (except in accordance with Participants' statutory rights) or redeemed for cash.
8. One of the Rewards will be a voucher ("**Voucher**") that can only be redeemed in Brick-and-Mortar Retail Stores on one purchase transaction by presenting the Voucher code at the checkout until April 30th, 2023 inclusive. In addition to clause No. 7 of these Terms and Conditions, the Voucher is not for sale.

9. HUGO BOSS reserves the right to substitute a selected Reward with one of equivalent or higher value should the chosen Reward be unavailable for any reason beyond the reasonable control of HUGO BOSS.
10. Click & Collect purchases will only count towards the Target, if the payment is made before the end of the Promotion period.
11. An application to participate in the Promotion can be made only by personal receipt of an Invitation Newsletter and by clicking on the "Register now" button which the Invitation Newsletter includes and accepting the Promotion's Terms & Conditions. Each Participant may only register for the Promotion once. By registering for and participating in the Promotion, the Participant accepts these Terms & Conditions. Any purchases made during the Promotion period but before the Participant has registered for the Promotion and accepted the Promotion's Terms & Conditions will not count towards the Target.
12. Any illegible, incomplete or fraudulent entries will be rejected. Any person who participates or attempts to participate in the Promotion in a manner which in the reasonable opinion of HUGO BOSS is contrary to these Terms and Conditions (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 Promotion or deprived of his or her Reward.
13. During the Promotion, the Terms and Conditions may be viewed, downloaded and printed www.hugoboss.com/my/en/rewardof-choice/RewardOfChoice-TermsAndConditions.html.
14. The Participant is responsible for all costs which he or she incurs in connection with participation in the Promotion (including but not limited to the costs relating to his or her Internet access and costs of qualifying purchases), except shipping costs. Similarly, the winner will be responsible for any costs not included in the description of the Reward which he or she incurs.
15. HUGO BOSS reserves the right to verify whether a Participant is eligible to take part in the Promotion. In particular HUGO BOSS is entitled to ask a Participant for his or her age and to confirm his or her identity with a valid ID.
16. The Participant can see his or her current status of achievement, via the link provided in each Promotion communication the Participant receives, at any time during the Promotion and for at least 30 days after the end of the Promotion. The Participant will also be informed that the final status of achievement is available by e-mail. If the Participant reaches his or her Target, he or she will receive an invitation to pick up the chosen Reward in a Brick-and-Mortar Retail Store. In case the store pick-up is not available for reasons beyond reasonable control of HUGO BOSS, the Reward will be sent by international airmail post by 03/31/2023

to the address the Participant registered with the HUGO BOSS EXPERIENCE Program.

17. The Participant will be responsible for 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 Reward. Especially, the Participant will be also responsible for and bears the cost of stamping these Terms and Conditions as well as any fees or penalties associated with failure or delay in stamping these Terms and Conditions.
18. To the extent permissible by the law, HUGO BOSS gives no representations or warranties about the quality or suitability of any Reward. HUGO BOSS accepts no liability for any Reward which is lost, delayed or damaged in the post for reasons beyond its reasonable control. Unless HUGO BOSS acted negligently or with intent, HUGO BOSS accepts no responsibility for any technical or other disturbances (including those resulting from the breakdown of its network, any HUGO BOSS website, or any computer etc.) which make registration or participation in the Promotion impossible.
19. Except for liability for death or personal injury caused by HUGO BOSS's negligence and any other liability which cannot be excluded by law, HUGO BOSS will not be liable for any loss, expense, liability or damage which is incurred (whether or not arising from negligence) in connection with participation in the Promotion or accepting or using any Reward. HUGO BOSS will not be liable for any failure to comply with its obligations relating to the Promotion where that failure is caused by something outside its reasonable control (including but not limited to weather conditions, fire, industrial action, war, political unrest, riots or changes of law).
20. HUGO BOSS reserves the right to vary, suspend or terminate the Promotion for reasons outside its reasonable control or any technical or other difficulties (including, without limitation, a computer virus, technical failure or unauthorised human intervention) which might compromise the integrity of the Promotion, with no liability to the Participants or potential Participants.
21. HUGO BOSS's decision on any aspect of the Promotion is final and binding and no correspondence will be entered into.
22. The Promotion and its terms are governed by German law and subject to the exclusive jurisdiction of the German courts. If a Participant has his ordinary residency at the time of the registration to the Promotion in another country than Germany, the application of mandatory provisions of this country remain unaffected by the choice of law in the first sentence of this paragraph.

INFORMATION ON DATA PROTECTION

Your personal data will be used in conformity with the HUGO BOSS Privacy Policy <https://www.hugoboss.com/my/en/about-hugo-boss/privacy-statement/privacy-statement.html> and the HUGO BOSS EXPERIENCE Privacy Policy <https://www.hugoboss.com/my/en/privacy-statement-experience/privacy-statement-experience.html> for the Promotion.