

# HUGO BOSS

## Terms and Conditions for participation in HUGO BOSS EXPERIENCE

**GREATER CHINA**  
(P.R.China, Hong Kong Special Administrative Region,  
Macau Special Administrative Region and Taiwan)

(As of: 01 September 2019)

### 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 HUGO BOSS, as controller of the customer loyalty programme, is represented (1) in P.R.China by HUGO BOSS China Retail Co., Ltd., with its address at 35/F, No. 288 Nanjing Road West, Shanghai, P.R. China; (2) in Hong Kong Special Administrative Region by HUGO BOSS Hong Kong Limited, with its address at 33/F, Millennium City 6, 392 Kwun Tong Road, Kwun Tong, Kowloon, Hong Kong; (3) in Macau Special Administrative Region by HUGO BOSS (Macau) Company Limited, with its address at Alameda Dr. Carlos D'Assumpção, n° 180, Edifício Tong Nam Ah Central Comércio, 6° andar V, in Macau; and (4) in Taiwan by HUGO BOSS Hong Kong Limited, Taiwan Branch, with its address at Room D, 5/F, No. 89 Songren Road, Xinyi District, Taipei City, Taiwan.
- 1.3 Any natural person over the age of 18 and resident in the Greater China, may participate in HUGO BOSS EXPERIENCE. Participation is free of charge.
- 1.4 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 Greater China which are operated by HUGO BOSS or companies associated with HUGO BOSS (hereinafter referred to as **"retail stores"**). An overview of the

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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)).

- 1.5 The customer can register for HUGO BOSS EXPERIENCE in retail stores by completing and signing the digital application form. Additionally, the customer may register for HUGO BOSS EXPERIENCE via HUGO BOSS mini program on the social media platform "WeChat" (hereinafter referred to as "**WeChat HUGO BOSS mini program**") to create a WeChat HUGO BOSS mini program customer account (hereinafter referred to as "**WeChat HUGO BOSS mini program customer account**").
- 1.6 The customer becomes a participant in HUGO BOSS EXPERIENCE by signing (retail store) or sending (social media platform) the fully completed application form and acceptance of the application by HUGO BOSS.
- 1.7 In the event of registration the participant receives a digital welcome package including the personal digital HUGO BOSS EXPERIENCE card and a voucher for a present self pick-ups instore by sms (see Section 3.).

## 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

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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).

## 2.4 Exchanges

In retail stores in the Greater China, HUGO BOSS EXPERIENCE also offers the benefit of exchanging goods purchased in retail stores in the Greater China without proof of purchase subject to the conditions stated on the purchase receipt. However, exchanges of goods may be processed only country specific, e.g. purchases from China may be exchanged only in China.

## 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 WeChat HUGO BOSS mini program customer account

Participants who register for HUGO BOSS EXPERIENCE in retail stores and who want to use the functionality of the WeChat HUGO BOSS mini program must bind their personal WeChat HUGO BOSS mini program customer account separately by joining the WeChat HUGO BOSS mini program.

In your personal WeChat HUGO BOSS mini program 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 you have selected sms communication as your preferred communication channel, you will receive marketing communication and invitations to special **promotions** individually tailored for you.

WeChat HUGO BOSS mini program customer account also offers you an overview of your **purchase history** in retail stores. On the basis of the information stored in our customer database, we can tailor your advice and the information sent to you as closely as possible to your personal interests.

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You can also 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 WeChat HUGO BOSS mini program customer account so that we can personalize and tailor the configuration of your WeChat HUGO BOSS mini program customer account.

## 3. Customer card

**3.1** The participants receive a personal digital HUGO BOSS EXPERIENCE card together with a digital welcome package (Section 1.6.) via sms. Alternatively, the participants may create themselves a mobile digital member card by joining the WeChat HUGO BOSS mini program.

**3.2** The digital HUGO BOSS EXPERIENCE card is personalized and not transferrable.

## 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.cn@hugoboss.com](mailto:experience.cn@hugoboss.com), [experience-tw@hugoboss.com](mailto:experience-tw@hugoboss.com), [experience-hk@hugoboss.com](mailto:experience-hk@hugoboss.com) or [experience-mo@hugoboss.com](mailto:experience-mo@hugoboss.com), depending on the respective country of residence.

**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

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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 digital HUGO BOSS EXPERIENCE card or the WeChat HUGO BOSS mini program customer account after expiry of this period. In the case of any individual change in these 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-cn@hugoboss.com](mailto:experience-cn@hugoboss.com), [experience-tw@hugoboss.com](mailto:experience-tw@hugoboss.com), [experience-hk@hugoboss.com](mailto:experience-hk@hugoboss.com) or [experience-mo@hugoboss.com](mailto:experience-mo@hugoboss.com), depending on your respective country of residence 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.