

Terms and Conditions for participation in HUGO BOSS EXPERIENCE Australia

(Issued: June 2017)

1. HUGO BOSS EXPERIENCE participation and Scope of Application

- 1.1 HUGO BOSS Australia Pty. Ltd., 6 Albert Street, Preston 3072 ("HUGO BOSS") operates a customer program within Australia called HUGO BOSS EXPERIENCE. Any applicant wishing to participate in HUGO BOSS EXPERIENCE must accept the following Terms and Conditions for participation (the "T&Cs") and the Privacy Notice for participating in HUGO BOSS EXPERIENCE by filling out and signing the application form, either in paper or digital form. Applicants will become participants in HUGO BOSS EXPERIENCE upon receipt of a welcome package, including a personal HUGO BOSS EXPERIENCE card.
- 1.2 Any natural person who has attained the age of 18 and who is resident or ordinarily resident in Australia, is eligible to participate once in HUGO BOSS EXPERIENCE. Participation is free of charge.
- 1.3 HUGO BOSS provides all of its services, offerings and the content of the HUGO BOSS EXPERIENCE (in general the "Benefits") exclusively on the basis of these T&Cs and only in those of its own HUGO BOSS stores in Australia that are taking part in HUGO BOSS EXPERIENCE (the "Stores"). All participating Stores are listed online at <http://storelocator.hugoboss.com>.

2. Benefits

- 2.1 As a participant in HUGO BOSS EXPERIENCE, you can look forward to exclusive services and offerings from HUGO BOSS. These cover, in addition to personal consulting during personal shopping dates, the use of the HUGO BOSS EXPERIENCE customer service with its own hotline for participants. Furthermore, you can take advantage of the alterations service in all Stores in Australia for purchases made in these 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. Moreover, selected participants will receive personal invitations to special promotions and events.

3. Card / Card Loss

- 3.1 The participant will receive a HUGO BOSS EXPERIENCE card in his or her Welcome Package. The card is personalised and non-transferable.
- 3.2 The participant is obliged to report the loss, theft or disappearance of his or her HUGO BOSS EXPERIENCE card to HUGO BOSS without delay by sending an e-mail to experience-au@hugoboss.com or calling the HUGO BOSS EXPERIENCE customer service hotline at +61 3 9474 6326. The participant may apply for a replacement card.
- 3.3 The participant will be solely responsible for any damage resulting from a delay in or failure to notify HUGO BOSS of the loss of his or her card.

4. Term and Termination

- 4.1 The participant may terminate his or her participation in HUGO BOSS EXPERIENCE at any time with immediate effect. He or she only needs to notify HUGO BOSS of this in writing to the address mentioned in section 1.1.
- 4.2 HUGO BOSS may terminate the participant's participation in HUGO BOSS EXPERIENCE at any time by giving no less than 14 days' notice thereof. The right to terminate for cause remains unaffected.
- 4.3 The participant is obliged to make the HUGO BOSS EXPERIENCE card unusable or to send it back to HUGO BOSS or to hand it in at a HUGO BOSS store without delay after the termination of his or her membership of HUGO BOSS EXPERIENCE.

5. Changes in the Scope of Benefits and the T&Cs

- 5.1 HUGO BOSS reserves the right to alter the scope of the benefits which it provides free of charge or to cease providing them or to charge for such benefits in the future. Any change to the scope of benefits will not affect any particular benefits applied for by the participant prior to the date of the change.
- 5.2 HUGO BOSS reserves the right to amend or supplement these T&Cs at any time at its discretion. HUGO BOSS will notify the participant in writing by e-mail or letter of any such changes. The participant will be deemed to have

accepted any changes if he or she continues to use the HUGO BOSS EXPERIENCE card or services.

6. Customer Service

- 6.1 If you have any questions about HUGO BOSS EXPERIENCE, please send an e-mail to experience-au@hugoboss.com or call the HUGO BOSS EXPERIENCE customer service hotline available in English at +61 3 9474 6326.

7. Limitation of liability

- 7.1 The HUGO BOSS EXPERIENCE is provided on an 'as is' basis. To the maximum extent permitted by law, HUGO BOSS will not be liable to any person or entity for any direct, indirect, consequential or other loss or damage (however caused, including due to negligence) which may arise out of, or in connection with your participation in, or services received as part of, the HUGO BOSS EXPERIENCE.

If any law implies a condition or warranty to these T&Cs, which cannot lawfully be excluded then, to the extent permitted by law, our liability for any breach of such implied term will be limited to the supply of the relevant service again or the payment of the cost of having that service re-supplied.

8. Final Provisions

- 8.1 The law of Victoria, Australia governs these T&Cs and the entire legal relationship between HUGO BOSS and the Participant in connection with the HUGO BOSS EXPERIENCE card.