

HUGO BOSS

Terms and Conditions for participation in HUGO BOSS EXPERIENCE

Malaysia

(As of: June 2018)

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 ("**HUGO BOSS EXPERIENCE**"). 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 Malaysia, 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 located in Malaysia, operated by companies associated with HUGO BOSS (hereinafter collectively referred to as "**retail stores**"). An overview of the current participating retail stores in the above mentioned countries can be found in the HUGO BOSS Store Locator on the HUGO BOSS website.
- 1.4 The customer can register for HUGO BOSS EXPERIENCE in retail stores by completing and signing the application form either digitally or in paper form.
- 1.5 The customer becomes a participant in HUGO BOSS Experience by signing the fully completed application form and acceptance of the application by HUGO BOSS.
- 1.6 In the event of registration and specification of a valid mobile number, the HUGO BOSS participant will receive a welcome SMS to pick-up a welcome package including the personal HUGO BOSS EXPERIENCE card in the retail store where the registration for HUGO BOSS EXPERIENCE has been approved and completed (see Section 3.).

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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 service hotline at +60 32134 7088.

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. 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. Any alterations beyond the one standard alteration mentioned will be subject to additional charges as will be notified to you. Please note that products altered to your specification cannot be exchanged (Section 2.4).

2.4 Exchanges

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

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2.5 Personalized information and invitations

On the basis of the information stored in our customer database and subject to our Privacy Policy ([insert hyperlink](#)), 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, where you have consented for us to do so.

3. Customer card

- 3.1** HUGO BOSS Experience participants can pick-up a personal HUGO BOSS EXPERIENCE card together with the welcome package (Section 1.6.) in the retail store of registration. The HUGO BOSS Experience participant will be informed via SMS if a valid mobile phone number is provided.
- 3.2** The HUGO BOSS EXPERIENCE card is personalized and not transferrable.
- 3.3** The HUGO BOSS Experience 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-my@hugoboss.com or by calling the HUGO BOSS EXPERIENCE customer service hotline. The HUGO BOSS Experience participant will be given a replacement card on request. The HUGO BOSS Experience 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 HUGO BOSS Experience 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-my@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.

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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 HUGO BOSS Experience 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 HUGO BOSS Experience participant of the change in each case by email or in writing to the most recently communicated mobile phone number. The changes shall be deemed to have been accepted if the HUGO BOSS Experience participant does not submit any objection to HUGO BOSS within 14 days of receiving the notification or the HUGO BOSS participant continues to use his or her HUGO BOSS EXPERIENCE card after expiry of this period. In the case of any individual change in the Terms and Conditions, HUGO BOSS will inform the HUGO BOSS Experience participant of the aforementioned right of objection and of the aforementioned consequences of failing to submit an objection. In the event of the HUGO BOSS Experience 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-my@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 HUGO BOSS Experience participant in connection with HUGO BOSS EXPERIENCE are governed by the laws of the Federal Republic of Germany. However mandatory national consumer law shall always prevail.