

HUGO BOSS

Terms and Conditions for participation in HUGO BOSS EXPERIENCE

CANADA

As of May 1st, 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 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 resident in Canada and over the age of majority in his/her province/territory of residence 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 HUGO BOSS corporate retail stores located in Canada and directly operated by HUGO BOSS' Canadian affiliate, HUGO BOSS Canada, Inc., (hereinafter collectively referred to as "**retail stores**"). For greater certainty, the HUGO BOSS EXPERIENCE does not apply to HUGO BOSS corners/concessions located in Harry Rosen, Holt Renfrew, Saks Fifth Avenue or other third party stores, or to third party stores that carry HUGO BOSS products. An overview of the current participating retail stores in Canada can be found in the HUGO BOSS Store Locator on the HUGO BOSS website at www.hugoboss.com/stores.
- 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.

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- 1.5** The customer becomes a participant in HUGO BOSS EXPERIENCE by signing the fully completed application form and upon acceptance of the application by HUGO BOSS.
- 1.6** In the event of registration and specification of a valid mobile number, the HUGO BOSS EXPERIENCE participant receives a welcome SMS and/or MMS to pick-up a welcome package including the personal HUGO BOSS EXPERIENCE card in the retail store where the participant registered for HUGO BOSS EXPERIENCE (see Section 3.).

If you are not a resident of Canada, and you would like to participate in HUGO BOSS EXPERIENCE, HUGO BOSS will transfer your registration application to the country where you reside provided that HUGO BOSS runs a HUGO BOSS EXPERIENCE loyalty programme in this country. The countries which run the HUGO BOSS EXPERIENCE loyalty programme can be found in the HUGO BOSS Store Locator on the HUGO BOSS website at www.hugoboss.com/stores.

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.

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2.2 Customer hotline

HUGO BOSS also provides HUGO BOSS EXPERIENCE participants with an exclusive HUGO BOSS EXPERIENCE customer service hotline at: +1-833-806-4846.

2.3 Alterations service

As a HUGO BOSS EXPERIENCE participant you can take advantage of the alterations service in all participating retail stores in Canada 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. Please note that products altered to your specification cannot be exchanged (Section 2.4).

2.4 Exchanges

In participating retail stores in Canada, HUGO BOSS EXPERIENCE also offers the benefit of exchanging goods purchased in participating retail stores in Canada 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.

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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 participants will be informed via SMS and/or MMS if a valid mobile phone number is provided at time of registration.
- 3.2** The HUGO BOSS EXPERIENCE card is personalized and not transferable.
- 3.3** The HUGO BOSS EXPERIENCE participant must immediately notify HUGO BOSS of any loss, theft or other disappearance of the HUGO BOSS EXPERIENCE card by email to experience-ca@hugoboss.com or by calling the HUGO BOSS EXPERIENCE customer service hotline at +1-833-806-4846. The HUGO BOSS EXPERIENCE participants will be given a replacement card on request. The HUGO BOSS EXPERIENCE participant is solely responsible for any losses arising as a result of failure to report or delayed reporting.

4. Notice of termination

- 4.1** The HUGO BOSS EXPERIENCE participant may terminate his or her participation in HUGO BOSS EXPERIENCE at any time by written notification sent to HUGO BOSS at the address stated in Section 1.1 or by email to experience-ca@hugoboss.com. Termination in any other manner will not be valid.
- 4.2** HUGO BOSS may terminate a participant's participation in HUGO BOSS EXPERIENCE at any time upon 14 days' written notice. Rights of earlier 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 the scope of or discontinue any free services offered under HUGO BOSS EXPERIENCE or to offer them for a fee in future.

5.2 Subject to applicable statutory requirements, HUGO BOSS reserves the right to change these Terms and Conditions at any time, including where statutory provisions so require or where this is necessary for improving processes, preventing abuse or for any other reason. 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 two weeks of receiving the notification. In the event of the HUGO BOSS EXPERIENCE participant's objection, the contract these Terms and Conditions will continue. However, HUGO BOSS will be entitled to terminate the participant's 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-ca@hugoboss.com or the HUGO BOSS EXPERIENCE customer hotline at +1-833-806-4846.

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 Province of Ontario and the federal laws of Canada applicable in Ontario.