

August 5, 2021

HUGO BOSS Gift Card Terms & Conditions

HUGO BOSS Gift Cards, including physical and digital Gift Cards, are issued by HUGO BOSS Canada, Inc., 2600 Steeles Avenue West, Concord, Ontario L4K 3C8, Canada (“HB Canada”, “we”, “our” or “us”). The following terms and conditions (the “Terms”) apply to the purchase and use of digital and physical Gift Cards (each a “Gift Card” or collectively, “Gift Cards”) purchased, obtained, redeemed, or used in Canada. Your purchase, acceptance, or use of a Gift Card constitutes your agreement to follow and be bound by these Terms. The Gift Cards are property of and owned by HB Canada.

1. Redemption & Use

Gift Cards are redeemable towards the purchase of eligible goods at HUGO BOSS owned and operated freestanding stores (“Participating Stores”) in Canada and online at HUGOBOSS.com/ca. Eligible goods are subject to change in HUGO BOSS’s sole discretion. Gift Cards may not be returned or applied as payment on any past or existing account. If a purchase exceeds the balance on your Gift Card, the remaining amount must be paid with another payment method. Upon redemption, any unused balance will remain on the Gift Card for future purchases. Gift Cards may not be redeemed for cash or returned for cash refund except as required by law.

2. Limitations

Gift Cards cannot be returned, resold, cancelled, used to purchase other Gift Cards, used to pay off credit accounts, used for unauthorized advertising, marketing, sweepstakes, promotional, or commercial purposes or redeemed for more than face value or transferred for value. The maximum allowable purchase with a single gift card is C\$2,000 and there is a maximum of 3 cards per purchase. Gift Cards may not be applied toward the purchase of goods or services at any HUGO BOSS location outside Canada or online other than at HUGOBOSS.com/ca.

3. Balance Inquiry

For balance inquiries and to obtain information about Gift Cards, visit www.hugoboss.com/ca/gift-card-balance/, call 1-800-484-6267, contact Customer Service, or inquire at any Participating Store.

4. Expiration & Fees

Gift Cards do not expire, and there are no fees associated with the purchase or use of any Gift Cards.

5. Risk of Loss

Title to and risk of loss for Gift Cards pass to the purchaser upon sale. If damaged, physical Gift Cards may be replaced for the remaining value upon provision of the physical Gift Card and original purchase receipt at its place of purchase. You are responsible for safeguarding your Gift Card from unauthorized use. HB Canada will not be responsible and assumes no liability if any Gift Card is lost, stolen, damaged or used without your permission and will not replace cards that are lost or stolen, unless required by law. HB Canada is not responsible for, and assumes no liability to you for any unlawful conduct or fraud by any third party associated with any Gift Card.

6. Violation of Terms

If you violate these Terms or we suspect or believe that a Gift Card was obtained, used, or applied to a purchase fraudulently, unlawfully, or otherwise in violation of these Terms, or in a manner that we suspect or believe is fraudulent, misleading, deceptive, unfair, or otherwise harmful to HB Canada, its affiliates, or its customers, we reserve the right, without notice to you, to cancel, hold, void, or refuse to accept such Gift Cards without a refund, suspend or terminate accounts, suspend or terminate the ability to use our services, cancel or limit orders, and bill alternative forms of payment.

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You shall indemnify HB Canada and its officers, directors, employees, agents, subcontractors or representatives from and against any and all third party charges, claims, losses, demands, damages, liabilities, costs, expenses, causes of action or suits incurred or suffered by HB Canada or its officers, directors, employees, agents, subcontractors or representatives to the extent resulting from: (a) your negligent act or omission, wilful misconduct or fraud; and (b) any breach or default by you of the obligations under these Terms.

7. Limitation of Liability

GIFT CARDS ARE PROVIDED ON AN 'AS IS' BASIS. WITHOUT LIMITING THE DISCLAIMER OF WARRANTIES CONTAINED IN THESE GIFT CARD TERMS AND CONDITIONS AND TO THE FULLEST EXTENT PERMITTED BY LAW, WE MAKE NO REPRESENTATIONS, WARRANTIES, OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO GIFT CARDS, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. WE DO NOT REPRESENT OR WARRANT THAT A GIFT CARD WILL ALWAYS BE ACCESSIBLE OR ACCEPTED.

TO THE FULLEST EXTENT PERMISSIBLE BY LAW, WE AND OUR VENDORS SHALL NOT BE LIABLE TO ANY PERSON OR ENTITY FOR ANY DIRECT OR INDIRECT LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR OTHERWISE), INJURY, CLAIM OR LIABILITY OF ANY KIND OR CHARACTER WHATSOEVER BASED UPON OR RESULTING FROM THE GIFT CARDS OR USE OF SUCH GIFT CARDS. IN THE EVENT THAT WE ARE FOUND LIABLE TO YOU AND TO THE FULLEST EXTENT PERMISSIBLE BY LAW, YOUR SOLE REMEDY WILL BE TO RECOVER ACTUAL AND DIRECT DAMAGES, WHICH SHALL NOT EXCEED THE LAST BALANCE HELD ON YOUR GIFT CARD.

If you live in a province or territory that disallows limitations of liability on implied warranties, or disallows the exclusion or limitation of certain damages, then some or all of the disclaimers may not apply to you, and you may have additional rights.

8. Disputes,

The laws of the Province of Ontario, without regard to the principles of conflict of law, govern these Terms and all matters relating to or arising out of the purchase and/or use of the Gift Cards. Any dispute relating in any way to a Gift Card will be adjudicated by the courts of the Province of Ontario and the venue for any action, suit, or proceeding shall be Toronto, Ontario.

9. General Terms

We reserve the right to make changes to these Terms, at any time without notice, from time to time at our sole discretion. All terms and conditions are applicable to the extent permitted by law. If any of these terms and conditions are deemed invalid, void, or for any reason unenforceable, that term and condition shall be deemed severable and will not affect the validity and enforceability of any remaining terms or conditions.