

HUGO BOSS

Terms and Conditions for participation in HUGO BOSS EXPERIENCE

United States of America (US)

Last Updated August 2018

1. Participation in HUGO BOSS EXPERIENCE and scope of application

- 1.1** HUGO BOSS Fashions, Inc. (together with its US affiliates and subsidiaries "**HUGO BOSS**" or "**we**") operates the customer loyalty program in the United States HUGO BOSS EXPERIENCE (hereinafter also referred to as "**customer loyalty program**"). To be able to participate in HUGO BOSS EXPERIENCE, you agree and accept the following Terms and Conditions ("**Terms and Conditions**"). Please read them carefully. In addition, these Terms and Conditions complement and incorporate by reference the Hugo Boss <<Terms of Use>>. If there is any conflict between the Hugo Boss Terms of Use and these Terms and Conditions, the Hugo Boss Terms of Use will control.
- 1.2** Any natural person over the age of 18 who shop in retail stores located in the United States of America or on the website may participate in HUGO BOSS EXPERIENCE. Participation is free of charge. HUGO BOSS EXPERIENCE is intended for personal use only, and commercial use by commercial customers is not permitted. Current HUGO BOSS employees are not eligible to participate in HUGO BOSS EXPERIENCE.

2. Electronic Communication with HUGO BOSS EXPERIENCE

- 2.1** 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 the United States of America operated by HUGO BOSS or companies associated with HUGO BOSS (hereinafter "**retail stores**") and on the HUGO BOSS website (www.hugoboss.com/us, hereinafter "**website**") operated by HUGO BOSS including the HUGO BOSS online stores including any versions adjusted for mobile devices as well as associated services like the HUGO BOSS mobile application ("**online store**") which is integrated into it. Participation is limited to wholly owned and operated freestanding full price HUGO BOSS retail stores in the United States and the website. HUGO BOSS Experience benefits are not available at outlet locations and some benefits are not available for website sales.
- 2.2** When you use HUGO BOSS EXPERIENCE, or send e-mails, text messages, and other communications from your desktop or mobile device to us, you may be communicating with us electronically. You agree and consent to receive communications from HUGO BOSS by telephone or electronically, such as e-mails, text messages, mobile push

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notices, notices, or other messages from our website or through other HUGO BOSS systems, including marketing information about our products and promotional offers, even if your telephone number is on a corporate, state, or federal Do Not Call Registry. You agree that all agreements, notices, disclosures, and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing.

2.3 You may register for HUGO BOSS EXPERIENCE in select retail stores by completing and signing the digital application form. Alternatively, it is possible to register for HUGO BOSS EXPERIENCE online on www.hugoboss.com/us

2.4 The customer becomes a participant in HUGO BOSS EXPERIENCE by signing up in select full price retail stores or sending (online) the completed application form and acceptance of the application by HUGO BOSS.

3. Benefits

As a HUGO BOSS EXPERIENCE participant you will have access to exclusive services and offers from HUGO BOSS, subject to availability:.

3.1 Personal shopping

HUGO BOSS EXPERIENCE participants may utilize our personal shopping service in retail stores, where available. This service includes individual shopping advice provided by personal sales advisors, exclusive personal shopping appointments in retail stores, and the ability to ship online orders to participating retail stores. We may also offer you personalized advice based on the information stored in our customer database if you have elected to provide us with the requisite information.

3.2 Alterations service

HUGO BOSS EXPERIENCE participants are entitled to free Basic Alterations to HUGO BOSS products in select retail stores and online. Free alterations are limited to hem on non-finished trousers and sleeve hems on suit jackets and sport coats ("Basic Alterations"). The store specialists will assist in measuring and assessing the ideal fit for you with your new HUGO BOSS products. Please note that products altered cannot be returned or exchanged. A fee shall apply for all other alterations. For free Basic Alterations for online purchases, the packing slip/receipt and the item must be brought or shipped (via our ship to store process) to a participating retail store. Altered garments are not returnable.

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3.3 Exchanges

For purchases in the retail and online stores in the U.S., HUGO BOSS EXPERIENCE offers returns without a receipt, all other terms of the HUGO BOSS return policy shall apply.

3.4 Personalized information and invitations

On the basis of the information stored in our customer database, we may offer you marketing communications, including personalized news, product recommendations, and other information, as well as invitations to special promotions and events. All communications under this Section are subject to the HUGO BOSS USA [privacy policy](#).

3.5 My HUGO BOSS customer account

All participants who register for HUGO BOSS EXPERIENCE also receive access to the exclusive My HUGO BOSS customer account for the online store with additional functions and offers tailored to the participant's individual interests. Participants who register for HUGO BOSS EXPERIENCE in retail stores and who want to use the online functionality of HUGO BOSS Experience must initialize their personal My HUGO BOSS customer account separately by entering a password. In your personal My HUGO BOSS customer account you can manage your **customer preferences**, select your preferred **communication channels** for personalized information and invitations from HUGO BOSS or opt-out entirely from receipt of marketing communications.

You can also save **delivery addresses** in your My HUGO BOSS customer account and use this data for your orders in the online store. Once you have logged into your customer account, information required for the order process in the online store will be entered automatically on the basis of the information saved in your customer account in order to make the online store order process as convenient as possible.

The My HUGO BOSS customer account also offers you an overview of your **purchase history** in retail stores and the online store and also allows you to track the processing and delivery status of your purchases in the online store.

In your My HUGO BOSS customer account you can also create and manage **wish lists** which enable you to save HUGO BOSS products for a subsequent visit to the online store and to check the availability of HUGO BOSS products in the online store or in the retail store of your choice.

So that we can tailor your advice and the information sent to you as closely as possible to your personal interests, you can create and manage **preferences** for specific HUGO

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BOSS brands and interests. We use this information together with the information collected by us about your use of the website so that we can personalize and tailor the configuration of your My HUGO BOSS customer account.

3.6 Transportation

Uber rides in select retail stores may be offered to HUGO BOSS EXPERIENCE customers who meet additional guidelines, including but not limited to, (1) HUGO BOSS Experience customer must also have a valid Uber account, (2) minimum purchase thresholds may apply (annual and on a transactional basis), (3) customer cannot determine type or color of Uber ride, (4) MY HUGO BOSS PARTICIPANT must be one of the passengers, (5) Uber rides limited to Uber X only, (6) destination must be the lesser of 50 miles from participating retail store and no more than \$100.00 ride cost. Uber rides are not available in all locations.

3.7 Birthday Gift

For MY HUGO BOSS EXPERIENCE customers who provide a date of birth upon initial registration (date of birth not subject to change) and consent to e-mail marketing communications, a birthday gift shall be offered. Birthday gift and terms subject to change without notice, but may include a one-time discount on or around customer's birthday.

3.8 Monogramming Services

Monogramming services may be offered to HUGO BOSS EXPERIENCE customers in select retail stores who meet additional guidelines, including but not limited to, (1) minimum purchase thresholds may apply (annual and on a transactional basis), (2) monogramming limited to select items, (3) character limit may apply, (4) item must be purchased, then sent off-site for monogramming, (5) valid on full price purchases only, (6) monogrammed items are final sale and not returnable or eligible for exchange, (7) no profane or inappropriate monograms will be accepted, (8) monogrammed items require additional time and may take up to two additional weeks. Monogram service terms are subject to market availability.

3.9 Courier/Delivery Service

Delivery services may be offered to HUGO BOSS EXPERIENCE customers in select retail stores who meet additional guidelines, including but not limited to: (1) minimum purchase thresholds apply (annual and on a transactional basis), (2) radius restrictions based on local delivery parameters set by HUGO BOSS and local delivery service, (3)

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delivery fee to HUGO BOSS cannot exceed \$50 per delivery, (4) HUGO BOSS not liable for lost and damaged merchandise, all claims subject to delivery service terms and conditions.

3.10 Exclusive Member Shopping Hours by Appointment

My HUGO BOSS EXPERIENCE members may contact a participating retail store directly and schedule an appointment for up to one hour before the store opens and one hour after the store closes. Appointments must be scheduled in advance and are subject to availability.

4. Customer card

4.1 Participants may receive a personal HUGO BOSS EXPERIENCE digital card together with the welcome package (Section 1.6.) sent by email.

4.2 The HUGO BOSS EXPERIENCE card is not transferrable.

5. Notice of termination and termination

5.1 The participant may terminate his or her participation in HUGO BOSS EXPERIENCE at any time without written notification sent to HUGO BOSS at the address stated in Section 1.1 or in text form by email to experience-us@hugoboss.com.

5.2 HUGO BOSS may terminate the participation in HUGO BOSS EXPERIENCE, modify these Terms & Conditions or any specific benefit at any time observing a notice period of 14 days.

6. Changes in range of services and Terms and Conditions

6.1 HUGO BOSS reserves the right to change or discontinue the scope or details of the MY HUGO BOSS EXPERIENCE program, including the free services offered or to offer them for a fee in future.

6.2 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 of the MY HUGO BOSS EXPERIENCE program. HUGO BOSS will notify participants 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

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to use his or her HUGO BOSS EXPERIENCE card or My HUGO BOSS customer account after expiry of this period.

7. Customer service

For enquiries about HUGO BOSS EXPERIENCE, please contact experience-us@hugoboss.com.

8. Arbitration

As a HUGO BOSS EXPERIENCE participant, you agree that any dispute, controversy, or claim arising out of or relating to the HUGO BOSS EXPERIENCE will be settled by binding arbitration between you and HUGO BOSS. You acknowledge and agree that you are waiving the right to a trial by jury or to participate as a plaintiff or class in any purported class action or representative proceeding. Further, unless both you and HUGO BOSS otherwise agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of any class or representative proceeding. The process and procedures for arbitrating disputes is discussed below. Arbitration will be administered by the American Arbitration Association ("AAA") in accordance with the International Dispute Resolution Procedures (the "AAA Rules") then in effect. **The place of arbitration shall be New York, New York. There shall be three arbitrators and the arbitration will be conducted in English. The award rendered by the arbitrators shall be final and judgment may be entered thereon in any court having jurisdiction thereof.**

9. Class Action Waiver

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ARBITRATION SHALL PROCEED SOLELY ON AN INDIVIDUAL BASIS WITHOUT THE RIGHT FOR ANY DISPUTES TO BE ARBITRATED ON A CLASS ACTION BASIS OR ON BASES INVOLVING CLAIMS BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF OTHERS.

10. 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 laws of the state of New York.