

## **HUGO BOSS Gift Card Terms & Conditions**

HUGO BOSS Gift Cards, including physical and digital Gift Cards, are issued by HB Florida, Inc. (“HB , Florida”, “we”, “our” or “us”), a corporation organized and existing under the laws of the State of Florida, regardless of the identity of the issuer identified on the Gift Card at the time obtained by the customer or user. As such, HB Florida is the sole obligor to the Gift Card owner. 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 the United States and its territories. 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 Florida, Inc.

### **1. Redemption & Use**

Gift Cards sold after January 26, 2022 in a HUGO BOSS owned and operated free standing location and Gift Cards purchased online at [www.hugoboss.com/us](http://www.hugoboss.com/us) from November 2021 forward are redeemable towards the purchase of eligible goods at HUGO BOSS owned and operated freestanding stores in the United States and online at HUGOBOSS.com/us. Gift Cards purchased in a HUGO BOSS owned and operated free standing location prior to January 26, 2022 are may be redeemed in a HUGO BOSS owned and operated freestanding location but cannot be redeemed on [www.hugoboss.com/us](http://www.hugoboss.com/us). Eligible goods are subject to change in HUGO BOSS’ 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 for unauthorized advertising, marketing, sweepstakes, promotional, or commercial purposes; redeemed for more than face value or transferred for value. Gift Cards may not be applied toward the purchase of goods or services at any HUGO BOSS location outside of the United States.

### **3. Balance Inquiry**

For balance inquiries and to obtain information about Gift Cards, visit <https://www.hugoboss.com/us/gift-card-balance/> call 1-800-484-6267, contact Customer Service, or inquire at any HUGO BOSS store.

### **4. Expiration & Fees**

Gift Cards do not expire, and there are no fees associated with the 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 Florida will not be responsible and assumes no liability if any Gift Card is lost, stolen, damages or used without your permission and will not replace cards lost or stolen. HB Florida 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 Florida, 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.

**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 state 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, Binding Individual Arbitration, Jury Trial Waiver, Class Action Waiver**

Please read this Section (“Dispute Resolution”) carefully. It is part of your contract with us and affects your rights. It contains procedures for mandatory binding arbitration and a class action waiver.

**8.1 Application of Dispute Resolution Process.**

All claims and disputes (excluding claims for injunctive or other equitable relief as set forth below) in connection with the Terms and Conditions or the use of the Services that cannot be resolved informally or in small claims court will be resolved by binding arbitration on an individual basis according to the process described herein. Unless otherwise agreed to, all arbitration proceedings will be held in English. This dispute resolution process, including binding arbitration, applies to you and us, and to any subsidiaries, affiliates, agents, employees, predecessors in interest, successors, assigns, suppliers and licensors as well as all authorized or unauthorized users or beneficiaries of the Services.

**8.2 Notice Requirement and Informal Dispute Resolution.**

Before either party may seek arbitration, the party must first send to the other party a written Notice of Dispute (“Notice”) describing the nature and basis of the claim or dispute, and the requested relief. A Notice to us should be sent to: HUGO BOSS Legal Dept., 55 Water Street 48th Floor New York, NY 10041. After the Notice is received, the parties may attempt to resolve the claim or dispute informally. If the parties do not resolve the claim or dispute within thirty (30) days after the Notice is received, either party may begin an arbitration proceeding. The amount of any settlement offer made by any party may

not be disclosed to the arbitrator until after the arbitrator has determined the amount of the award, if any, to which either party is entitled.

### 8.3 Arbitration Rules.

Arbitration will be initiated through the American Arbitration Association (“AAA”), an established alternative dispute resolution provider (“ADR Provider”) that offers arbitration as set forth in this section. If AAA is not available to arbitrate, the parties will agree to select an alternative ADR Provider. The rules of the ADR Provider will govern all aspects of the arbitration, including without limitation the method of initiating and/or demanding arbitration, except to the extent such rules are in conflict with these Terms and Conditions. The AAA Consumer Arbitration Rules (“Arbitration Rules”) governing the arbitration are available online at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. The arbitration will be conducted by a single, neutral arbitrator. Any claims or disputes where the total amount of the award sought is less than Ten Thousand U.S. Dollars (US \$10,000.00) may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount of the award sought is Ten Thousand U.S. Dollars (US \$10,000.00) or more, the right to a hearing will be determined by the Arbitration Rules. Any hearing will be held in a location within one hundred (100) miles of your residence, unless you reside outside of the United States, and unless the parties agree otherwise. If you reside outside of the U.S. the arbitrator will give the parties reasonable notice of the date, time and place of any oral hearings. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. If the arbitrator grants you an award that is greater than the last settlement offer that we made to you prior to the initiation of arbitration, we will pay you the greater of the award or Two Thousand Five Hundred U.S. Dollars (US \$2,500.00). Each party will bear its own costs (including attorneys’ fees) and disbursements arising out of the arbitration and will pay an equal share of the fees and costs of the ADR Provider.

### 8.4 Additional Rules for Non-Appearance Based Arbitration.

If non-appearance based arbitration is elected, the arbitration will be conducted by telephone, online and/or based solely on written submissions; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless otherwise agreed by the parties.

### 8.5 Time Limits.

If either party pursues arbitration, the arbitration action must be initiated and/or demanded within the statute of limitations (i.e., the legal deadline for filing a claim) and within any deadline imposed under the AAA Rules for the pertinent claim.

### 8.6 Authority of Arbitrator.

If arbitration is initiated, the arbitrator will decide the rights and liabilities, if any, of the parties, and the dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim. The arbitrator will have the authority to award monetary damages, and to grant any non-monetary remedy or relief available to an individual under applicable law, the AAA Rules, and the Terms of Use. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon the parties.

#### 8.7 Waiver of Jury Trial.

The parties hereby waive their constitutional and statutory rights to go to court and have a trial in front of a judge or a jury, instead electing that all claims and disputes will be resolved by arbitration under this Dispute Resolution section. Arbitration procedures are typically subject only to very limited review by a court. In the event any litigation should arise between the parties in any state or federal court in a suit to vacate or enforce an arbitration award or otherwise, the parties waive all rights to a jury trial, instead electing that the dispute be resolved by a judge.

#### 8.8 Waiver of Class or Consolidated Actions.

All claims and disputes within the scope of this Dispute Resolution section must be arbitrated or litigated on an individual basis and not on a class basis, and claims of more than one customer or user cannot be arbitrated or litigated jointly or consolidated with those of any other customer or user.

#### 8.9 Confidentiality.

All aspects of the arbitration proceeding, including without limitation the award of the arbitrator and compliance therewith, will be strictly confidential. The parties agree to maintain confidentiality unless otherwise required by law. This paragraph will not prevent a party from submitting to a court of law any information necessary to enforce this Dispute Resolution section, to enforce an arbitration award, or to seek injunctive or equitable relief.

8.10 Severability. If any part or parts of this Dispute Resolution section are found under the law to be invalid or unenforceable by a court of competent jurisdiction, then such specific part or parts will be of no force and effect and will be severed and the remainder of this Dispute Resolution section will continue in full force and effect.

#### 8.11 Right to Waive.

Any or all of the rights and limitations set forth in this Dispute Resolution section may be waived by the party against whom the claim is asserted. Such waiver will not waive or affect any other portion of this Dispute Resolution section.

#### 8.12 Survival.

This Dispute Resolution section will survive the termination of your relationship with us.

#### 8.13 Small Claims Court.

Notwithstanding the foregoing, either party may bring an individual action in small claims court.

#### 8.14 Emergency Equitable Relief.

Notwithstanding the foregoing, either party may seek emergency equitable relief before a state or federal court in order to maintain the status quo pending arbitration. A request for interim measures will not be deemed a waiver of any other rights or obligations under this Dispute Resolution section.

#### 8.15 Claims Not Subject to Arbitration.

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Effective January 22, 2022

For any claim that by law is not subject to arbitration, we and you agree to submit and consent to the personal and exclusive jurisdiction in, and the exclusive venue of, the state or federal courts located in New York, New York.

**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.