

**Terms and Conditions
for participation in HUGO BOSS EXPERIENCE**

United States of America (US)

Last Updated June 7, 2021

1. Participation in HUGO BOSS EXPERIENCE and scope of application

1. HUGO BOSS Fashions, Inc. (together with its US affiliates and subsidiaries "**HUGO BOSS**" or "**we**") operates the Customer Loyalty Program HUGO BOSS EXPERIENCE (hereinafter also referred to as "**Customer Loyalty Program**") in the United States. By participating in HUGO BOSS EXPERIENCE, you agree and accept the following HUGO BOSS EXPERIENCE Terms and Conditions ("**Terms and Conditions**"). Please read them carefully.
2. These Terms and Conditions are subject to and incorporated by reference into the Hugo Boss Terms and Conditions. If there is any conflict between the Hugo Boss Terms and Conditions and these HUGO BOSS EXPERIENCE Terms and Conditions, the Hugo Boss Terms and Conditions will control.
3. Any natural person over the age of 18 who shops in HUGO BOSS 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

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 full-price retail stores located in the United States of America and are fully owned and operated by HUGO BOSS (hereinafter "**Retail Stores**") and on the HUGO BOSS website including any versions adjusted for mobile devices as well as associated services like the HUGO BOSS mobile application, if any ([hugoboss.com/us](https://www.hugoboss.com/us), hereinafter "**Website**"). The Website includes the HUGO BOSS online store ("**Online Store**"). Participation is limited to Retail Stores and the Website. HUGO BOSS Experience Benefits are not available at outlet locations, third-party retail locations, department stores, and third-party websites. Some Benefits are not available for Website sales.
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. To the extent permitted under the law, you agree and consent to receive communications from HUGO BOSS by telephone or electronically, such as e-mails, text messages, WhatsApp, mobile push 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. You do not need to agree to these communications to purchase any products or services from us. If you do not wish to receive these communications, you can unsubscribe at any time by through your HUGO BOSS EXPERIENCE account, or if you are a California resident through https://www.hugoboss.com/on/demandware.store/Sites-US-Site/en_US/CustomerService-CCPA Please note that unsubscribing from promotional e-mail communications will not affect any transactional emails we send to you. You acknowledge and agree that you are solely responsible for providing your accurate contact information, including your mobile device number and email address. You verify that you are the current subscriber or owner of any telephone number that you provide. Should any of your contact information change, including ownership of your telephone numbers, you agree to immediately notify us before the change goes into effect by [describe add BOUNCE SMS OPTOUT LINK]. We are not responsible for user errors and omissions. You agree to indemnify, defend, and hold us harmless from and against any and all claims, losses, liability, costs, and expenses (including reasonable attorneys' fees) arising from failure to update your contact information (including your telephone number), your voluntary provision of a telephone number that is not your own, and/or from your violation of any federal, state, or local law, regulation, or ordinance.

3. You may register for HUGO BOSS EXPERIENCE in select Retail Stores by completing and signing the digital application form. Alternatively, you may register for HUGO BOSS EXPERIENCE online on hugoboss.com/us. You will become a participant in HUGO BOSS EXPERIENCE upon acceptance of your 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:

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.

2. Alterations service

HUGO BOSS EXPERIENCE participants are entitled to free basic alterations to HUGO BOSS full price products purchased on our Website or in our Retail Stores. Free alterations are limited to either hem on non-finished trousers OR 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 altered products cannot be returned or exchanged. 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. A fee shall apply for all other alterations. Altered garments are not returnable. Alterations are only available on HUGO BOSS products that are purchased on our Website or in our Retail Stores, and we do NOT alter other brands.

3. Receipt lookup

Under our return policy, returns must be accompanied by a receipt. For purchases made in Retail Stores, HUGO BOSS EXPERIENCE offers receipt lookup; if the purchase was tied to your MY HUGO BOSS EXPERIENCE account, we will look up the transaction and, if we locate the transaction, we will accept your return as though it was accompanied by a receipt. Although we will endeavor to find your receipt, we are not responsible for not being able to locate your receipt, and are under no obligation to accept your return unless we find your receipt.

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](#).

5. 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 navigating to (URL) and setting up an account (including by establishing 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 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 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 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.

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) HUGO BOSS EXPERIENCE 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. HUGO BOSS is not responsible for your Uber ride or experience, it being understood that HUGO BOSS' sole involvement in your Uber ride will be to schedule and pay for your Uber ride. You hereby agree to release and hold harmless HUGO BOSS from all claims, liability, damages, and expenses whatsoever from your Uber ride, it being understood that Uber and your Uber driver, as applicable, will be solely responsible for the provision of the Uber service and your Uber ride.

7. **Birthday Gift**

For 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.

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 (the determination of which shall be at HUGO BOSS' sole discretion), (8) monogrammed items require additional time and may take up to two additional weeks. Monogram service terms are subject to market availability.

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) delivery fee to HUGO BOSS cannot exceed \$50 per delivery, (4) HUGO BOSS not liable for lost and damaged merchandise, it being understood that the delivery service shall be solely responsible for any such lost or damaged merchandise and any and all other claims arising from delivery; and (5) all claims are subject to delivery service terms and conditions.

10. **Exclusive Member Shopping Hours by Appointment**

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.

11. **Curbside Pickup**

HUGO BOSS EXPERIENCE may utilize our curbside pickup service in Retail Stores, where available. This service includes contactless curbside pickup, so you can get your order when and how you want it—without ever leaving your car.

12. **Same Day Delivery**

HUGO BOSS EXPERIENCE members HUGO BOSS EXPERIENCE participants may utilize our same day delivery service in Retail Stores, where available. Book a virtual appointment or call the store to have your order delivered the same day.

*Orders must be placed by 3pm est in order to receive the same day delivery. Service is free for orders over \$1,000; a \$15 shipping charge will apply to orders under \$1,000 that are delivered within a 15 mile radius from the HUGO BOSS Store. Additional fees may apply for orders over 15 mile radius (for both orders over and under \$1,000).

13. Virtual Appointments

HUGO BOSS EXPERIENCE members may utilize our virtual shopping platform from the convenience of their home. Connect with our in store stylists over a 30 minute video chat for personalized style advice, fit tips or an exclusive personal virtual shopping experience, orders will be shipped directly to your home or available through curbside pickup for your convenience.

14. BOSS UNBOXED

HUGO BOSS EXPERIENCE members may utilize our new and exclusive personal styling program. Our elite stylists at BOSS will curate looks based on your personal style preferences and they will be hand-delivered to your doorstep for a comfortable at-home fitting. This completely customized experience offers you the thrill of new products and the convenience of deciding whether or not you want to keep or return your items. BOSS UNBOXED is subject to separate terms and conditions, which are available at [inset link to UNBOXED Term and Conditions].

15. House Account

HUGO BOSS EXPERIENCE members may utilize the house account function which allows members to store on a house account merchandise credits or credits received for any returns , to be used for future in store purchases only. There are no cash refunds for house accounts unless, the house account falls below \$10.00, in such case the House Account shall be cashed out to customer.

4. Notice of termination and termination

1. The participant may terminate his or her participation in HUGO BOSS EXPERIENCE at any time by email to experience-us@hugoboss.com.
2. HUGO BOSS may terminate the HUGO BOSS EXPERIENCE, or may modify these Terms & Conditions or any specific benefit at any time observing a notice period of 14 days.

5. Changes in range of services and Terms and Conditions

1. HUGO BOSS reserves the right to change the scope or details of the HUGO BOSS EXPERIENCE program or discontinue the HUGO BOSS EXPERIENCE program entirely, including by charging a fee in the future for services currently offered for free.
2. HUGO BOSS reserves the right at its sole discretion to change or amend these Terms and Conditions with future effect, including without limitation where statutory provisions so require or where this is necessary for improving processes or preventing abuse of the HUGO BOSS EXPERIENCE program. These Terms and Conditions are subject to occasional revision. We will notify you of any changes to our Terms and Conditions by posting the new Terms and Conditions on the HUGO BOSS Website with the effective date. If you have a BOSS UNBOXED order in process on the date the change is effective, the version of the Terms and Conditions in effect on the date you reserved the purchase on your credit card shall apply. At our discretion, we may also (but shall not be obligated to) notify you of certain changes by sending you an email to the email address associated with your HUGO BOSS EXPERIENCE account. You are responsible for keeping your e-mail address current in your HUGO BOSS EXPERIENCE profile which can be found here https://www.hugoboss.com/on/demandware.store/Sites-US-Site/en_US/Account-RequireLogin by logging onto your account. Changes to these Terms and Conditions will be effective thirty (30) calendar days following our posting of the changes on our Website. Continued use of the HUGO BOSS EXPERIENCE program, including purchasing products from us, following such changes will indicate your acknowledgement of such changes and agreement to be bound by such changes and the Terms and Conditions as modified thereby. Please regularly check [\[Term and conditions URL\]](#) to view the then-current Terms.

6. Customer service

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