

TERMS AND CONDITIONS

The following terms and conditions (hereinafter referred to as the "**Terms and Conditions**") and privacy policy apply to entry in the "Dubai BOSS Experience Sweepstake" (hereinafter referred to as the "**Sweepstake**"):

1. HUGO BOSS AG, Holly-Allee 3, 72555 Metzingen, Germany ("**HUGO BOSS**") is the organizer and promoter of the Sweepstake.

PRIZES

2. There will be 2 (two) winners who will each win 1 (one) prize consisting of:
 - 1 x 2 full day pass for the winner and one accompanying person to visit the AURA SKYPOOL on 23rd November 2023 with a total value of 1000AED (2 x 500AED) at Palm Jumeirah, The Palm Tower - 50th Floor - The Palm Jumeirah - Dubai - United Arab Emirates.

In the event of cancellation or abandonment of the AURA SKYPOOL, there is no entitlement to alternative tickets or other compensation. The general terms and conditions of the organiser shall apply in addition.

3. Prizes are not inheritable nor for sale and may not be transferred, exchanged and/or redeemed for cash.
4. The winners will be responsible for the payment of taxes that apply locally as well as any other charges or levies such as customs duties or other charges related to his or her prize.
5. The participant is responsible for all costs which he/she may incur in connection with entry in the Sweepstake (including but not limited to the costs relating to his or her internet access). Similarly, each winner will be responsible for any costs not included in the description of the prize which he or she incurs, e.g. costs for redemption of the prize (travel, visa, accommodation).

PARTICIPATION AND WINNER SELECTION

6. The Sweepstake begins on 11th October 2023 (10am GST) and ends on 6th November 2023 (23:59 GST) ("**Sweepstake Period**"). Entries submitted outside this period will not be accepted by HUGO BOSS.
7. The Sweepstake takes place in the Dubai Digital Experience under the following link: dubai-experience.hugoboss.com.
8. Once the participant has entered the Dubai Digital Experience, he/she can click the button "PARTICIPATE NOW" and must provide his/her information as follows:
 - First name
 - Last name
 - Email address
 - Phone number

By clicking the button "SUBMIT", the participant takes part in the Sweepstake and accepts these Terms and Conditions.

9. Optionally, the participant can increase his or her chance of being drawn as a winner threefold by registering as a member for the HUGO BOSS Experience Program during the Sweepstake Period by clicking "[here](#)" to register.
10. 2 (two) winners will be drawn after the Sweepstake Period on 7th November 2023 at random from all valid entries using a web-based random generator tool and will be notified by HUGO BOSS via WhatsApp, email and/or via phone call within 1 (one) day after the winners have been determined.
11. The winner will forfeit his or her claim to the prize if he or she does not validly claim the prize within 24 hours of receipt of the prize notification and/or if he or she is not able to be present in Dubai on the day of the AURA SKYPOOL day entry. HUGO BOSS is entitled to select a new winner from the remaining participants.

ELIGIBILITY

12. Entrants and the accompanying persons under these Terms and Conditions must be aged 18 years or more.
13. Each entrant can participate to the Sweepstake only once.

14. Participation in the Sweepstake is free of charge and independent of the purchase of HUGO BOSS products.
15. The Sweepstake is not open to employees of HUGO BOSS AG and/or affiliates of the HUGO BOSS Group and/or anyone else professionally connected with the Sweepstake, and/or their relatives and life partners.
16. HUGO BOSS reserves the right to check whether a participant is eligible to participate in the Sweepstake. In particular, HUGO BOSS is entitled to inquire about the age of the winner and to confirm his/her identity by means of a valid ID.
17. Any illegible, incomplete, or fraudulent entries will be rejected. Any entry made or attempted to be made to the Sweepstake in a manner which, in the reasonable opinion of HUGO BOSS is not in accordance with these Terms and Conditions or is by its nature unfair to other entrants (which may include, by way of example only, cheating, hacking, deception and/or use of robots or other automated programs) may be excluded from the Sweepstake or (if selected as a winning entry) the relevant entrant deprived of the prize and another winner selected in accordance with these Terms and Conditions.

LIABILITY

18. The Terms and Conditions of this Sweepstake can be viewed, downloaded and printed at: dubai-experience.hugoboss.com.
19. HUGO BOSS will not be liable if, through no fault of its own, emails cannot be delivered for any reason provided that neither HUGO BOSS nor its vicarious agents have acted in a manner that was intentionally wrongful or grossly negligent.
20. HUGO BOSS accepts no responsibility for technical or other disturbances, including those resulting from the breakdown of its network, the Website, computer etc. which make entry to the Sweepstake impossible.
21. HUGO BOSS gives no warranties or representations about the quality or suitability of any prize. HUGO BOSS will only be responsible for damage which the entrant suffers in connection with entering the Sweepstake or accepting or using any prize as the result of gross negligence or intentional wrongdoing on its part or on the part of one of its vicarious agents or which the entrant suffers as the result of a breach of a material duty (i.e. a duty whose fulfilment is a prerequisite for the conduct of the Sweepstake and a duty which the entrant was legitimately entitled to expect HUGO BOSS to comply with). This limit on liability

does not apply to any damage resulting from a breach leading to the death, bodily injury and/or illness of the entrant or claims based on any applicable product liability law (Produkthaftungsgesetz) or any other liability which cannot be excluded by law.

22. HUGO BOSS reserves the right to modify, cancel, terminate, suspend or discontinue the Sweepstake, in whole or in part, at its sole discretion at any time in the event that the Sweepstake (or any part of it) is not capable of running as planned due to any cause beyond the control of HUGO BOSS including, without limitation, a computer virus, force majeure technical failure or unauthorised human intervention that could corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstake. In the event that HUGO BOSS discontinues the Sweepstake in accordance with this paragraph, the entrants will be informed without delay.

MISCELLANEOUS

23. German law will apply. If an entrant has his ordinary residency at the time of the entering the Sweepstake in another country within the European Union or United Arab of Emirates, any mandatory provisions of his or her local law will apply regardless of German law.
24. If you have any queries about these Terms and Conditions or the Sweepstake, please contact HUGO BOSS at:

HUGO BOSS AG
(registered at the Local Court of Stuttgart, Germany, HRB 36 06 10)
Holly-Allee 3
72555 Metzingen
Germany

or by e-mail at Customerservice-AE@hugoboss.com and/or by WhatsApp at +971 4 243 8287

DATA PROTECTION

Without affecting other conditions of participation, we hereby inform you about the processing of your personal data in the context of the participation carried out by us. You are not obliged to provide your personal data. However, please note that you will not be able to participate in the Sweepstakes if you do not provide your data to the extent described.

We process your personal data such as name, address data, photo, in accordance with the conditions of participation of the Sweepstakes e.g. delivery, travel management. We process your data to our campaigning and customer registration service provider DEPT. By participating, you agree in the event of winning, we may take photographic images of you. The winner further agrees that we may publish these pictures for marketing purposes for up to 6 months. The legal basis for the processing of your personal data is usually Art. 6 para. 1 p. 1 lit. b DSGVO, our contract.

There is no automated decision making in individual cases in the sense of Art. 22 GDPR. The data stated above will be deleted after the competition has been carried out, the prize has been announced. Within our company, your personal data will only be disclosed to the areas and persons who need this data to fulfil the corresponding obligations. If data is passed on to our service providers, they are contractually and legally obliged to process the data exclusively in accordance with our instructions and in compliance with the applicable data protection regulations. Otherwise, your data will not be passed on to third parties.

For further information on the processing of your data, please refer to our data protection provisions for HUGO BOSS Experience (<https://www.hugoboss.com/ae/en/about-hugo-boss/privacy-statement-experience/privacy-statement-experience.html>), which you accepted upon registration. Registration is a prerequisite for participation in the Sweepstakes. The provision of personal data for further processing is the consideration for participation in the Sweepstakes.