# TERMS AND CONDITIONS

The following terms and conditions (hereinafter referred to as the "Terms and Conditions") and Privacy Policy apply to entry in the "BOSS Padel Tournament" competition (hereinafter referred to as the "Promotion"):

 HUGO BOSS Middle East FZ LLC, Dubai Design District, Building 9, Unit 101/107/108, Post Box 333264, Dubai, United Arab Emirates ("HUGO BOSS") is the organizer and promoter of the Promotion.

#### **PRIZES**

- 2. There will be two (2) winning teams. Each team will receive the following prize:
  - One (1) gift voucher valid for two guests for a shared "AURA SKYPOOL Dubai Experience", with a total prize value of at least AED 5,000 (in words: five thousand Arab Emirates Dirham). The experience includes the following:
    - o Front row bed access.
    - o One welcome drink,
    - One magnum bottle of rosé,
    - One fruit platter,
    - One dessert tasting board,
    - o One tote bag, pouch, and wash bag per person,
    - o One massage treatment per person.

Or

- Two (2) gift vouchers valid for one person for an "AURA SKYPOOL Dubai Experience", with a total prize value of at least AED 2,500 (in words: two thousand five hundred Arab Emirates Dirham). The experience includes the following:
  - o Single seater bed,
  - o One welcome drink,
  - o One fruit platter,

- o One dessert tasting board,
- o A tote bag, pouch and wash bag,
- One massage treatment.

In the event of a cancellation or termination of the event, there is no entitlement to tickets for alternative events or any other compensation. The organizer's terms and conditions apply additionally.

- 3. The prize is not inheritable, 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 the prize.

#### PARTICIPATION AND WINNER SELECTION

- 5. The Promotion will take place at Paus Club Dubai on May 2, 2025 from 4 PM (GST) until 9 PM (GST).
- 6. The tournament will be conducted in an Americano-style format. Players will remain in consistent teams throughout the event. The tournament will consist of 2 groups, each containing 8 teams. Each team will play a set number of points against every other team within their group. All teams will have equal opportunities to compete, as they will play the same number of matches. Winners will be determined by the highest total points accumulated at the end of all matches.
- 7. There will be one winning team from each group, resulting in a total of two winners. The winner will receive the prize in physical form immediately following the conclusion of the tournament. Subsequently, winner will receive the prize in digital form via email and additional information related to the prize.

#### **ELIGIBILITY**

8. Participation in the Promotion is open exclusively to teams confirmed by HUGO BOSS to participate in the "BOSS Padel Tournament".

- 9. Entrants under these Terms and Conditions must be aged 21 years or more. This also applies to the accompanying person.
- 10. The Promotion is not open to employees of HUGO BOSS AG and affiliates of the HUGO BOSS Group, anyone else professionally connected with the Promotion, or their relatives and life partners.
- 11. HUGO BOSS reserves the right to verify the eligibility of entrants to participate in the Promotion. This may include confirming the age of the winner and the accompanying person and validating their identity through a valid ID.
- 12. Any illegible, incomplete, or fraudulent entries will be rejected. Any entry made or attempted to be made to the Promotion 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 Promotion 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**

- 13. By participating in the "BOSS Padel Tournament," participants acknowledge and accept the inherent risks associated with the sport of padel and agree to participate at their own risk. HUGO BOSS, its affiliates, employees, and agents shall not be liable for any injuries, losses, or damages of any kind arising from or in connection with participation in the tournament or the redemption of prizes provided that neither HUGO BOSS nor its vicarious agents have acted in a manner that was intentionally wrongful or grossly negligent.
- 14. HUGO BOSS will not be liable if, through no fault of its own, emails, letters or prizes are lost, delayed, misdirected, corrupted or damaged in the mail and/or 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. Emails will be deemed to be received on the date of transmission; communications sent by post will be deemed to be received 5 days after posting. Proof of submitting an entry is not proof of HUGO BOSS's receipt.
- 15. 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 Promotion impossible.

- 16. 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 Promotion 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 Promotion 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.
- 17. HUGO BOSS will not be liable for any failure to comply with its obligations in relation to the Promotion and reserves the right to modify, cancel, terminate, suspend or discontinue the Promotion, in whole or in part, at its sole discretion at any time in the event that the Promotion (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 Promotion. In the event that HUGO BOSS discontinues the Promotion in accordance with this paragraph, the entrants will be informed without delay.

#### **MISCELLANEOUS**

- 18. During the Promotion, the Terms and Conditions may be viewed under the following link: [insert link].
- 19. German law will apply. If an entrant has his ordinary residency at the time of the entering the Promotion in another country within the European Union, any mandatory provisions of his or her local law will apply regardless of German law.
- 20. If you have any queries about these Terms and Conditions or the Promotion, please contact HUGO BOSS at:

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

or by e-mail vanessa cuffy@hugoboss.com

#### **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 Promotion if you do not provide your data to the extent described.

We process your personal data such as name, address data, e-mail address, photo, in accordance with the conditions of participation of the Promotion e.g. delivery, travel management. 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 1 year. The legal basis for the processing of your personal data is usually Art. 6 para. 1 p. 1 lit. b GDPR, 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 Promotion 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.