

# GENERAL TERMS AND CONDITIONS OF USE AND SALE

## TOMMY HILFIGER

In placing your order you accept the following general terms and conditions.

[I. Applicability](#), [II. Terms of Use of Website](#), [III. Terms of Sale](#), [IV. Miscellaneous](#)

## I. APPLICABILITY

These general terms and conditions (the "Conditions") apply to:

a) the use of any information, pictures, documents and/or other services on the following European tommy.com online store of Tommy Hilfiger at [tommy.com](http://tommy.com), [be.tommy.com](http://be.tommy.com), [ch.tommy.com](http://ch.tommy.com), [cz.tommy.com](http://cz.tommy.com), [de.tommy.com](http://de.tommy.com), [dk.tommy.com](http://dk.tommy.com), [ee.tommy.com](http://ee.tommy.com), [es.tommy.com](http://es.tommy.com), [fi.tommy.com](http://fi.tommy.com), [fr.tommy.com](http://fr.tommy.com), [hr.tommy.com](http://hr.tommy.com), [hu.tommy.com](http://hu.tommy.com), [ie.tommy.com](http://ie.tommy.com), [it.tommy.com](http://it.tommy.com), [lt.tommy.com](http://lt.tommy.com), [lu.tommy.com](http://lu.tommy.com), [lv.tommy.com](http://lv.tommy.com), [nl.tommy.com](http://nl.tommy.com), [pl.tommy.com](http://pl.tommy.com), [pt.tommy.com](http://pt.tommy.com), [ru.tommy.com](http://ru.tommy.com), [se.tommy.com](http://se.tommy.com), [si.tommy.com](http://si.tommy.com), [sk.tommy.com](http://sk.tommy.com), [uk.tommy.com](http://uk.tommy.com) and their different versions (the "Website"); and

b) the purchase of Tommy Hilfiger and/or Tommy Jeans branded products on the Website.

## II. TERMS OF USE OF WEBSITE

### EXCLUSION OF LIABILITY FOR EXTERNAL LINKS

The Website may provide links to external Internet sites. Tommy Hilfiger hereby declares explicitly that it has no influence on the layout or content of the linked pages and dissociates itself expressly from all contents of all linked pages of third parties. Tommy Hilfiger shall not be liable for the use or content of Internet sites that link to this site or which are linked from it. Our [privacy](#) and [cookie](#) notice do not apply to any collection and processing of your personal data on or through such external sites.

## **INFORMATION ON THE WEBSITE**

The information on the Website is for general information purposes only and does not constitute advice. Even though Tommy Hilfiger has composed its Website with care, the information, texts, documents, graphics, movies, music and/or other services/information on it may contain errors or be otherwise incorrect or incomplete. Tommy Hilfiger does not guarantee that the Website and/or the information is free of errors, defects, malware and viruses or that the Website and/or Information is correct, up to date and accurate.

To the maximum extent permitted under applicable law, Tommy Hilfiger shall not be liable for any damages resulting from the use or inability to use of the Website, including damages caused by malware, viruses or any incorrectness or incompleteness of such information or the Website, unless such damage is the result of any wilful misconduct or from gross negligence on the part of Tommy Hilfiger.

Tommy Hilfiger shall further not be liable for damages resulting from the use of (or the inability to use) electronic means of communication with this Website, including – but not limited to – damages resulting from failure or delay in delivery of electronic communications, interception or manipulation of electronic communications by third parties or by computer programs used for electronic communications and transmission of viruses.

## **INTELLECTUAL PROPERTY**

All brand names, logo, product names and titles used on the Website are trademarks or trade names of Tommy Hilfiger or third party trade mark or trade name holders. You are not allowed to use or reproduce any such trademarks, logo or trade names as this may constitute an infringement of the holder's rights.

The rights in the Website design, texts, documents, movies, music and/or other services and the selection and arrangement thereof, and all software compilations,

underlying source codes, software and all other material on this Website are owned by or licensed to Tommy Hilfiger and/or its suppliers and subcontractors.

You are only allowed to electronically copy and to print in hard copy portions of the Website to the extent this is necessary for the purpose of placing an order with us, or for using the Website as a shopping resource. You are not allowed to make any other use of the information and materials on this Website, including reproduction for purposes other than the one mentioned above, modification, distribution or republication. Should you wish to use materials or information from this Website, you need our prior written approval to do so.

## **DATA PRIVACY**

Tommy Hilfiger collects and processes your personal data according to the [privacy and cookie notice](#).

## **UNSOLICITED IDEAS**

In the event you post unsolicited ideas and/or materials whether consisting of texts, images, sounds, software, information or otherwise (Materials) on this Website or send these to Tommy Hilfiger by e-mail or otherwise, you grant us an irrevocable, free of charge non-exclusive and worldwide right to use, copy, adapt, modify, publish and/or commercially exploit such Materials to the fullest extent in whatever form and via all media known and to date unknown for the duration of the intellectual property rights in the Materials and we shall not be bound by any confidentiality obligation in respect of such Materials.

To the maximum extent permitted under applicable law, you hereby indemnify and hold Tommy Hilfiger harmless from and against all actions, claims and liabilities, suffered, incurred or sustained by us as a result of the use and/or exploitation of the Materials infringing the (intellectual property) rights of any third party or otherwise being unlawful towards a third party.

## **III. TERMS OF SALE**

### **ELIGIBILITY AND ORDERING**

## Eligibility

You can order as a registered user or as a guest. You need an email address to place an order, and you may need to set your browser to accept both cookies and pop-ups in order to be able to use all the functionalities of the Website, which includes adding products to your shopping cart and submitting your order.

To place an order you must be at least 16 years old, or older if that is required under applicable law to enter into agreement with Tommy Hilfiger, and you must be a consumer - not a reseller.

## Ordering

The products offered on the Website represent an offer to purchase products from Hilfiger Stores B.V. ("Tommy Hilfiger") based on the data provided on the Website.

All prices indicated are GBP amounts and include value added tax. Orders and deliveries are possible only within the United Kingdom. If Tommy Hilfiger is not able to execute an order, Tommy Hilfiger will inform you as quickly as possible. Orders are accepted only in quantities usual for households. For more information about ordering, please check [Order Information](#).

When you submit an order, we will send you an email acknowledging receipt of your order ("Order Confirmation"). This does not mean that we have accepted your order. Our acceptance of the order takes place when the products are shipped to you – we will send you an email confirming that the products have been shipped ("Shipping Confirmation").

At this point a contract, containing these General Terms and Conditions, comes into existence and is binding on you and us (the "Contract").

Products on the Website are generally in stock and ready to be sent. Any sizes that are out of stock are marked as unavailable. We may have stock issues when customers order products at the same time. When we are unable to ship an item already ordered, we may cancel or reject that part of your order and you will be reimbursed or not charged accordingly. We work hard to keep our stock levels as accurate as possible. Occasionally, errors may occur. Our online collection is regularly replenished so it's worth checking back with us regularly. Alternatively, if the products you are looking for are sold out, you may wish to check availability with your Tommy Hilfiger store through our [Store Locator](#).

If you have placed an order in error, or would like to cancel an order before it is delivered, please immediately call Tommy Hilfiger's customer service at 00800 – 86669445 Monday-Friday: 9:00 – 18:00 (standard rates, prices per mobile may vary) or e-mail Tommy Hilfiger at: [contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com). Tommy Hilfiger will do its best to assist you any way it can. As Tommy Hilfiger always strives for quick deliveries, it means there is not much time to cancel your order before delivery.

Please note that we cannot make or accept any changes to your order (address, size, color) once your order has been placed.

Fulfilment of all orders on the Website is subject to availability. We explicitly reserve the right to cancel your order for any legitimate reason, including but not limited to the following situations:

- The product is not available
- Your billing information is not correct or not verifiable
- Your order is flagged up by our security systems as an unusual order or an order susceptible of fraud
- You are under 16, or you are otherwise not of the age permitted under applicable law to enter into an agreement with Tommy Hilfiger
- You are a reseller
- If applicable, your bank transfer payment is not received within 5 business days after the Order Confirmation
- We could not deliver to the address provided by you
- Due to circumstances or events beyond our control.

## PAYMENT AND PROMOTIONAL OFFERS

### Payment method

You can pay for the products by credit card (MasterCard, Visa, American Express), PayPal and by other means as may be applicable in your country, see [here](#) for more information on the payment process.

The maximum amount you can spend in one order varies depending on the payment method you select and whether you are a registered user or a guest. Please see [here](#) for more details.

### Promotional offers

Promotion codes are only valid for purchases on tommy.com, usually for single use only, unless stated differently.

For the promotion code to be applied successfully, the total order amount must exceed the value of the promotion code.

Promotion codes are non-refundable nor replaceable in case of (full or partial) returns of an order.

Promotion codes can be entered by clicking on 'Enter you promo code' when you are on the shopping bag page. Then click on 'Apply'.

**Please note:**

- Only one promotion code is redeemable per order, unless stated differently.
- Promotion codes cannot be used in combination with other existing promotions or sales.
- In case of returns, the promotion code value will be proportionally split across the ordered items.

**Data check**

During the payment process Tommy Hilfiger may perform credit checks. Based on the outcome of those checks Tommy Hilfiger may change, adjust or decline an order and/or the selected payment method. In most cases Tommy Hilfiger will offer you the option to select a different payment method. Our customer service team will not be informed of the outcome of credit checks.

**Your total price**

The total price specified in the final checkout screen includes tax and shipping costs. This price will be recorded in the Order Confirmation. If paying by credit card, the total amount for your entire order will be reflected on your bank statement.

**Price changes**

The prices of the products will be as displayed on the Website. Prices may change from time to time, but changes will not affect any order which we have confirmed in the Order Confirmation.

## **DELIVERY AND RETENTION OF OWNERSHIP**

### **Delivery**

**As a rule, delivery time is 2 to 5 working days after shipping the order. See our [delivery information](#) for more details including our delivery rates (if applicable).**

**If the delivered products have obvious material or production defects, including damage caused by transport, please notify us of such defects immediately by email or phone. Not doing so will not affect your legal rights.**

### **Retention of Ownership**

**You are responsible for the products following delivery of the products to the address you gave us. The products remain the property of Tommy Hilfiger until payment is made in full.**

## **RETURN AND CANCELLATION OF ORDERS**

### **Your right to cancel**

**Your online order may be returned within 120 days of receipt without having to give any reason or to inform us.**

**If you cancel your order, we will reimburse you all payments received from you, including the costs of standard delivery and administration fees (if applicable), without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to return the products. We may however withhold reimbursement until we have received the products back or until you have supplied evidence of having sent back the products, whichever is the earliest. The following products may not be returned: underwear, swimwear, gift cards, perfumes and make-up (unless in original sealed wrapping).**

### **How to return**

**If you return the product(s) by mail, you will have returned the products on time if you have delivered the product(s) at the post office or to the carrier within the aforementioned 120 days period.**

If available in your country, you can also return your items in selected Tommy stores. To check which stores offer this service, please check our [Store Locator](#). Please see our [return information](#) for more information.

Returned products must be returned in the state in which you received them: the returned products must be complete, unworn, unwashed and have all the product labels and tags intact, and must not be used in any other way than what is reasonably necessary to decide if you want to keep the product(s). If you do not comply with the foregoing and the value of the product diminishes as a consequence thereof, we can hold you liable for such diminished value.

Please make sure that you do not have returns from multiple orders in one parcel to ensure that you get your refund as quickly as possible.

#### Returning defective products

You may return products delivered to you that are defective, misdescribed or otherwise not in conformity with your order. You can do so within 6 months after you notice the defect. In the event your claim is justified, the purchase price and the shipping costs (if applicable) will be refunded.

We also remind you that under applicable law, we are responsible for providing products that are in conformity with the Contract. If it becomes apparent within six years that the products do not conform with the Contract you have several legal rights. You may be entitled to some money back or to a repair or replacement of the product in question. The foregoing does not limit your legal rights in any way.

In addition, please be reminded of the existence of a legal guarantee of conformity for products under Section 13 of the Sales of Goods Act 1979.

For practical information on how to return, see our [return information](#).

#### No exchange

Tommy Hilfiger does not have an exchange service. You can return any product that you are not fully satisfied with and receive a refund. If you would like another product, color or size, please place a new order.

#### Refunds



Once your returned products have been checked and inspected, you will receive a refund e-mail notification, if a refund will be made.

Refunds usually take up to 8-10 working days to appear on your statement. The length of time depends solely on your card company's policies. You can always check your refund status on your online account or by contacting your card issuer.

In order to get a full refund it is important that we receive the returned products in the state in which you received them: the returned products must be complete, unworn, unwashed and have all the product labels and tags intact and must not be used in any other way than what is reasonably necessary to decide if you want to keep the product(s).

## **IV. MISCELLANEOUS**

### **CONTACT INFORMATION**

**Hilfiger Stores B.V.**

**Danzigerkade 165**

**1013 AP AMSTERDAM**

**The Netherlands**

**Telephone: 00800 – 86669445 Monday - Sunday: 09:00 - 21:00**

**(standard rates, prices from mobile may vary)**

**E-mail: [contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com)**

### **CHANGES**

If Tommy Hilfiger decides to change these general terms and conditions, we will post the changed terms and conditions on the Website. You are advised to regularly check whether they have changed. Existing contracts will not be affected by such changes. These terms and conditions were last modified in March 2019.

## **GOVERNING LAW AND JURISDICTION**

**These general terms and conditions are governed by the laws of the Netherlands, but excluding the Vienna Convention for the International Sale of Goods. The competent court in Amsterdam, the Netherlands shall have non-exclusive jurisdiction to settle any dispute in connection with these general terms and conditions without prejudice to the right of appeal and that of appeal to the Supreme Court which means that you may bring a claim to enforce your consumer protection rights in connection with these general terms and conditions in Amsterdam or in the EU country in which you live.**

**The Online Dispute Resolution (ODR) platform is accessible through <http://ec.europa.eu/odr>. Please be aware that Tommy Hilfiger is currently not participating in an online dispute resolution procedure before a dispute resolution body.**

## **ANNEX 1**

### **RETURN INFORMATION**

**To exercise your right of withdrawal, you must inform us of your decision to withdraw from your order by an unequivocal statement (e.g. a letter sent by post, fax or e-mail) by using the following contact details:**

**E-mail: [contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com)**

**Hilfiger stores**

**John Hicksstraat 2-4**

**5928 SJ Venlo NL**

**You may use the below model return form that can be found online, but it is not obligatory.**

# MODEL RETURN FORM

Invoice address

Delivery address

Customer number: Fact number: Invoice date:

Pos. EAN Reason articles:

Please enter the number of the return reason for the item or items to be returned.

Reason for return shipment:

- (1) No reason
- (2) Does not fit
- (3) Looks different when on the site
- (4) Multiple sizes ordered
- (5) Choice of multiple items made
- (6) Complaint
- (7) Quality
- (8) Other reason:

To return your items free of charge: follow these steps:

- (1) Fill in the form and submit it online and/or add it to the package

**(2) Stick the supplied address sticker onto the package. Make sure it covers the old label**

**(3) Hand over the package to the carrier or if available in your country return the package in one of our stores.**

**The following conditions apply to retreating:**

**All your articles must be complete, unworn, unwashed and with all attached labels in the original packaging. Items must be returned within 120 days of receipt of your order. Please note not all articles may be returned. For more information, please visit our [return information](#).**

## **PRIVACY NOTICE**

**Hi there, this is our privacy notice. When you visit our stores or venues, visit or interact with us through websites, social media pages, email or other digital properties (“websites”), or when you view, shop for and use our items off- or online, we will collect and process information that relates to you, known as personal data.**

**In this notice we will explain what personal data we collect about you, why and what we do with them. This notice applies to both consumers and where indicated, small businesses (jointly referred to as “you” or “Customers”) that buy our clothing and other items and otherwise interact with us off- or online.**

**Please note that this privacy notice may change. Any changes will become effective when we post the revised privacy notice on our websites.**

### **1. WHO IS THE CONTROLLER?**

### **2. WHAT INFORMATION DO WE COLLECT AND WHY?**

#### **2.1. To handle your purchases, provide (Customer) services and fulfill other requests**

##### **2.1.1. Orders, store purchases and accounts**

##### **2.1.2. Customer service and other requests**

**2.1.3. (Changed) terms, conditions or notices**

**2.1.4. Payment and check fraudulent credit card usage or excessive credit cardcharge backs**

**2.2. To maintain our relationship with you through (digital) marketing initiatives and social listening**

**2.2.1. Newsletters, promotional communications or clickable links in an e-mail**

**2.2.2. Personalized experience and improvement of online experience**

**2.2.3. Personalized targeted advertising**

**2.2.4. Participation in a sweepstake, contest or a seasonal or other promotion**

**2.2.5. Social listening**

**2.3. To offer you free wifi in our stores**

**2.4. To improve our services and items**

**2.5. In connection with a sale or business transaction**

**2.6. To manage and improve the functionality of our websites**

**2.7. To accomplish our other business purposes**

**3. USE BY MINORS**

**4. WHO HAS ACCESS TO YOUR PERSONAL DATA?**

**5. HOW LONG DO WE RETAIN YOUR PERSONAL DATA?**

**6. DO WE TRANSFER YOUR DATA OUTSIDE OF THE EEA?**

**7. YOUR RIGHTS**

**8. OUR CONTACT DETAILS**

## **1. WHO IS THE CONTROLLER?**

**Tommy Hilfiger Europe B.V., and Hilfiger Stores B.V. are responsible for this privacy notice. These legal entities are referred to as “we” or “us” in this document. You can contact us at the address listed at the end of this privacy notice.**

## **2. WHAT INFORMATION DO WE COLLECT AND WHY?**

### **2.1. To handle your purchases, provide (Customer) services and fulfill other requests**

#### **2.1.1. Orders, store purchases and accounts**

**Online, when you purchase an item via one of our websites or if available, via one of the digital screens in our stores, we collect your name and your company name (in case you are a small business), full postal and/or separate billing address, e-mail address, ordered and returned items, delivery information, invoice information and other data relating to fulfilling your order. We will also collect data on the usage of your vouchers (e.g., validity and amount) or gift cards. Furthermore, we collect data you choose to provide us with additional fields, such as your date of birth and telephone number.**

**We use this data because it is necessary to conclude, execute and manage your purchase and to handle your order. Please note that in some cases requested information may be mandatory. If you do not provide us with a name and delivery address, we will not be able to deliver your items.**

**During the purchasing process, you will be presented with the option to set up a personal account. If you choose to do so, we will ask for additional information, such as setting up a personal password, date of birth and subscriptions to commercial communications.**

**Accountholders are offered the option to enroll in our loyalty program, The Hilfiger Club. Click [here](#) for more information about The Hilfiger Club.**

**In our store, depending on whether you are a consumer, we collect your name, address and other relevant personal details if this is needed to comply by local fiscal and legal requirements. We may need this information to be able to provide you with a refund or a fiscal receipt (VAT receipt). If you have opted in to receive an e-receipt, we will process your e-mail address. This data is collected via our point of sale terminal in the store.**

In addition, some of our stores offer the opportunity to collect or return your items ordered online in one of our selected stores. In order to provide these services to you we will process your personal data such as your email address to send you information about your order. For example, when your order is ready to be collected. Furthermore, our store associates will register whether you have collected or returned an order. Some of our stores also offer the opportunity to book a store appointment. In order to provide these services to you we will process your personal data such as your name, email address and phone number to send you information about your store visit.

Only if allowed or required by law, when booking an appointment or visiting our store, we may process your surname, first name, e-mail, address, phone number and the period of your stay for the purpose of tracing chains of infection in connection with the SARS-CoV-2 coronavirus (COVID-19). The data collected may only be passed on at the request of the responsible health authorities to track possible routes of infection. They are expressly not used for advertising purposes. Depending on the local legal requirements, the data is stored for two to four weeks from the time of your visit. Then they will be deleted.

#### **2.1.2. Customer service and other requests**

We also collect data to answer your queries on the phone, via post, via email or online via a chatbot or online form. In such case we will only ask you to provide the data necessary to handle your request (to manage our contractual relationship with you and/or comply with a legal obligation). For example, if you contact us regarding item return, we may ask you for purchase date and location, or information about your decision to return.

When you interact with chatbots (automated messengers) we will also record what you respond to these chatbots, how you interact with them and we will store data related to the device that you use. Depending on the platform for the chatbot and your permission, we may collect device data such as: IP address, social media handle, time zone, country and GPS location. The platform that provides the chatbot may also collect some of this data. For example if the chatbot is provided on Facebook, Facebook may collect your user data as well. We also collect other information in relation to the fulfillment of your request such as chat content.

We may process this data because it is necessary to manage our contractual relationship with you in case your request is related to an order or because we have a legitimate interest in helping you and thereby improving our services.

### **2.1.3. (Changed) terms, conditions or notices**

We are required by law to inform you about any (changes in) terms and conditions, and notices that apply to the relationship that we have with you. In order to comply with these legal obligations, we may use your contact details such as your email address to inform you.

### **2.1.4. Payments and check fraudulent credit card usage or excessive credit card charge backs**

We have to process your personal data in order to process your payment if you buy something with us. Your data will be shared by the payment providers we partner with. These payment providers are also a data controller in relation to your data used for payment purposes. If you have any questions regarding the use of your personal data by the payment providers, please contact the payment providers directly. More information about the payment providers and the way they use your personal data, can be found [here](#).

If you wish to pay your order by credit card, we will have a credit check performed in order to establish whether your personal data is not associated with fraudulent credit card usage or excessive credit card charge back. For this purpose, our payment service provider will use your name and banking account details. We do not collect information related to the payment instrument that you use, e.g. credit card information ourselves. This information is processed solely by our payment service provider and by the providers of the payment instruments subject to strict information security assurances. We have this check performed to protect our legitimate business interest to prevent fraud and financial loss, or comply with our legal obligations.

## **2.2. To maintain our relationship with you through (digital) marketing initiatives and social listening**

### **2.2.1. Newsletters, promotional communications or clickable links in an e-mail**

Where you consent or where we have a legitimate interest to do so, we will collect your e-mail address and/or mobile number and/ or your postal address to send you our newsletter and other commercial messages. In addition, we will retain a history of the e-mail and SMS messages that we sent to you and we will record what you do with these messages (for example, if you open them or click on their content). Please note that you can unsubscribe at any given moment via the 'unsubscribe' or 'opt



out' button below each email, or by requesting us to do so via the contact details set out below or in the relevant commercial message.

### **2.2.2. Personalized experience and improvement of online experience**

When you visit our websites, we will drop cookies, pixels and other digital tools with similar functionality (“cookies”) on your browser or device that enable us to understand you better and personalize your experience with us and our communication and marketing towards you.

Our use of cookies, pixels and other digital tools with similar functionality, is described in more detail in our cookie notice which can be found [here](#).

### **2.2.3. Personalized targeted advertising**

Based on your on- and offline purchase history, your behavior on websites (visited pages, links clicked) and interaction with chatbot(s), we will set-up and maintain your personal digital marketing profile to make sure that we only show you advertisements that will most likely suit your personal taste. This is called targeted advertising. The more successful we are in targeted advertising, the higher our (prospective) Customer satisfaction.

To be able to show you targeted advertisements, we can also match your data profile with Customers that have a similar profile.

In order to support our targeted advertising we make use of a Data Management Platform (“DMP”).

In the DMP information is collected on how our consumers respond to our products, brand and advertisements. This information is collected from different sources available to us offline, online and mobile, for instance when you are visiting our website. Next to that it is enriched with information collected by others, such as data relating to the local weather. Based on that information the DMP can help our marketing teams to find and define relevant segments of online audiences to direct marketing campaigns at to best reach them, within and beyond Tommy Hilfiger’s digital channels. If your digital marketing profile falls within such a segment you will probably receive our advertising tailored to the interests of the segment we placed you in on Facebook, Google properties, online properties of so-called affiliate parties and other online and offline locations and materials, which is targeted advertising.

We may also use the data for retargeting by showing you a targeted advertisement on a third-party website that is linked to an event on our website, for example a specific purchase that was abandoned.

In addition, Facebook, Google and other online and social media actors can independently register your use of our advertisements. Please read the privacy policies of such third parties as we are not responsible for the personal data they process for their own purposes.

You can request us to remove your digital marketing profile by sending us an e-mail to the contact e-mail address that is displayed below.

We only use your data for targeted advertising if you have given your consent for the placement of cookies of and the collection of personal data via the cookie. Our use of cookies, pixels and other digital tools with similar functionality, is described in more detail in our cookie notice which can be found [here](#).

#### **2.2.4. Participation in a sweepstake, contest or a seasonal or other promotion**

We may offer you the opportunity to participate in a sweepstake, contest or other (in store) promotion. Some of these promotions have additional rules containing information about how we will use and disclose your personal data.

We collect information required to allow you to participate in the activity and manage our contractual relationship with you, such as your name and email. Personal data collected by us in the context of a sweepstake, contest or a seasonal or other promotion may be subject to additional privacy notices.

In principle we get your personal data directly from you. However, in some cases we receive personal data such as your buying preferences and activity for example through publically available databases or our digital marketing activities and partners when they share the information with us. Please see Section 2.2.3 above for more information.

#### **2.2.5. Social listening**

If you actively communicate about us or our brands on social media, we collect a copy of your communication. For example, if you use #TommyHilfiger in relation to one of our items we will retain a copy of the tweet and may use it for our brands awareness. In order to enable us to do so, we contracted a third parties for the provisioning of social listening services. Please note that any information you post

or disclose through these services will become public and may be available to other users and the general public.

Also, if you disclose any personal data relating to other people to us or to our service providers in connection, you represent that you have the authority to do so and to permit us to use the personal data in accordance with this privacy notice. If you choose to connect your social media account to your Tommy Hilfiger account (where such feature is available), you will share certain personal data from your social media account with us, for example, your name, email address, photo, list of social media contacts, and any other information that may be or you make accessible to us when you connect your social media account to your Tommy Hilfiger account. We will engage in these activities to manage our contractual relationship with you, with your consent or where we have a legitimate interest.

### **2.3. To offer you free wifi in our stores**

When you use free Wi-Fi (in the stores that offer this option) in our stores and other venues (such as marketing events and shows), we collect your MAC address as well as information on your browsing activity. Free Wi-Fi is generally only available once your mobile device is registered as being present in our stores, and/or once you agree to the terms for accessing the free Wi-Fi. We will engage in these activities to manage our contractual relationship with you, with your consent or where we have a legitimate interest.

### **2.4. To improve our services and items**

We process your personal data in order to identify usage trends and service personalized content (e.g., item, size recommendations) across websites. The information that we gain is used to further improve our services and our items, for instance to help create and design our new collection, or to make improvements to current collections so as to meet your expectations.

For example, if you actively communicate about us or our brands on social media, interact with our chatbot or our customer service we may use your input improve our services and items. We will engage in this activity where we have a legitimate interest.

### **2.5. In connection with a sale or business transaction**

We may share your personal data with a third party as part of a reorganization, merger, sale, joint venture, assignment, transfer or other disposition of all or any

portion of our business, assets or stock (including in connection with any bankruptcy or similar proceedings). Such third parties may include, for example, an acquiring entity and its advisors. We will engage in this activity where we have a legitimate interest.

## **2.6. To manage and improve the functionality of our websites**

When you visit our websites we will drop cookies, pixels and other digital tools with similar functionality (“cookies”) on your browser or device that enable us to improve the design and functioning of our websites, the responsiveness of our chatbot(s) and to enable the technical and functional management of our websites (including maintaining information security), for example by identifying parts of the websites that have a low latency. We will engage in this activity where we have a legitimate interest. Our use of cookies, pixels and other digital tools with similar functionality, is described in more detail in our cookie notice which can be found [here](#).

## **2.7. To accomplish our other business purposes**

Insofar necessary we may use your personal data if to manage security and fraud, for example, to detect and prevent cyberattacks or attempts to commit identity theft. Furthermore, we may use your personal data to protect our rights and to defend against lawsuits and to respond to legal and regulatory duties, such as requests from public and government authorities. We engage in these activities to comply with a legal obligation or because we have a legitimate interest.

## **3. USE BY MINORS**

Please note that our websites are not directed to individuals under the age of sixteen (16). We ask that you do not post comments or submissions of anyone under that age.

## **4. WHO HAS ACCESS TO YOUR PERSONAL DATA?**

Your personal data can be accessed by our employees to the extent that this access is required to enable them to perform their work for us. In addition, we disclose personal data to:

- Our affiliates for the purposes described in this privacy notice, including our parent company PVH Corp.

- Our third party service providers who facilitate the administration of our websites, marketing initiatives (including contests, sweepstakes and similar promotions) and other business needs, for example data hosting, data analysis, information security and technology and related infrastructure provision, customer service, auditing, payment service providers, marketing service providers, and other business purposes.
- Other individuals with whom you elect to share your personal data including: for example, third parties with whom we partner or interact with, including marketing partners and social media parties.
- Public authorities, justice and law enforcement, fiscal authorities and other authorities assigned with investigative powers or public authority pursuant to applicable law.

## 5. HOW LONG DO WE RETAIN YOUR PERSONAL DATA?

We retain your personal data for the period that you actively interact with us. You are no longer considered to be actively interacting with us if, for a consecutive period of two (2) years, you have not purchased an item from us or have not visited one of our website(s). After this two (2) year period we will only retain specific personal data that need to be retained (i) in light of the purpose(s) for which they were obtained (ii) if required to comply with a legal obligation or (iii) if necessary to protect our rights and legal position.

The personal data that we use to send you direct marketing communications will be used (processed) by us until you opt-out from receiving them.

## 6. DO WE TRANSFER YOUR DATA OUTSIDE OF THE EEA?

Yes, your personal data may be transferred outside of the European Economic Area (“EEA”) for example to countries where we have facilities or engage service providers, such as to the United States where our parent company is located. Some of the non-EEA countries are recognized by the European Commission as providing an adequate level of data protection according to EEA standards (the full list of these countries is available [here](#)). For transfers from the EEA to countries not recognized by the European Commission, we have put in place adequate measures, such as standard contractual clauses adopted by the European Commission to protect your personal data. In certain circumstances, courts, law enforcement agencies, regulatory agencies or security authorities in countries outside the EEA may be entitled to access your personal data.

## 7. YOUR RIGHTS

You have the right to request us to:

- provide you with access to your personal data that we collect and process,
- rectify or erase personal data,
- restrict the processing of your personal data,
- provide an electronic copy of your personal data for purposes of transmitting it to another company,
- or to object to the processing.

To do so, you may send us an e-mail to the contact e-mail address listed below.

If you wish to opt-out from receiving direct marketing communications you can click the opt-out link in the respective message. For your rights in relation to cookies, please check our cookie notice which can be found [here](#).

You are also entitled to lodge a complaint with a data protection authority for your country or region or where an alleged infringement of applicable data protection law occurs. A list of data protection authorities is available at this link: [here](#).

## 8. OUR CONTACT DETAILS

Hilfiger Stores B.V. and Tommy Hilfiger Europe B.V.

Customer Service

Danzigerkade 165

1013 AP Amsterdam

For any request related to this Privacy Notice: e-mail:

[contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com)

Online form: [si.tommy.com/CustomerService-ContactUs](https://si.tommy.com/CustomerService-ContactUs)

Phone: 00800 – 86669445

Updated last: October 2021

## COOKIES NOTICE

For your rights in relation to cookies, please check our cookie notice which can be found [here](#).

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