

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 “General Terms and Conditions”) apply to:

- a) the use of any information, images, documents, and/or other services at the following European Tommy Hilfiger tommy.com online stores: at.tommy.com, be.tommy.com, ch.tommy.com, cz.tommy.com, de.tommy.com, dk.tommy.com, ee.tommy.com, es.tommy.com, fi.tommy.com, fr.tommy.com, hr.tommy.com, hu.tommy.com, ie.tommy.com, it.tommy.com, lt.tommy.com, lu.tommy.com, lv.tommy.com, nl.tommy.com, pl.tommy.com, pt.tommy.com, ru.tommy.com, se.tommy.com, si.tommy.com, sk.tommy.com, uk.tommy.com and their various versions (the “Website”); and
- b) the purchase of Tommy Hilfiger and/or Tommy Jeans brand 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 explicitly declares that the company has no influence on the layout or content of linked pages and explicitly disassociates itself from any and all content on linked third-party pages. Tommy Hilfiger is not liable for the use or content of Internet sites that are linked to this Website or can be accessed via a link from this Website. Our [Privacy Notice](#) and our [Cookie Notice](#) do not apply to the collection and processing of your personal data on or via such external websites.

INFORMATION ON THE WEBSITE

The information on the Website is only intended to inform and does not constitute advice. Although 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 otherwise be incorrect or incomplete. Tommy Hilfiger does not guarantee that the Website and/or information is free from errors, flaws, malware, and viruses or that the Website and/or information is correct, up to date, and accurate.

To the maximum extent permitted by applicable law, Tommy Hilfiger is not liable for damage resulting from the use of or inability to use the Website, including damage caused by malware or viruses or by the inaccuracy or incompleteness of such information or the Website, unless this damage is the result of willful misconduct or gross negligence on the part of Tommy Hilfiger.

Tommy Hilfiger is also not liable for damage resulting from the use of (or inability to use) electronic means of communication in relation to this Website, including but not limited to damage caused by failure or delays in the transmission of electronic communication, interception or manipulation of electronic communication by third parties, or by computer programs used for electronic communication and the transmission of viruses.

INTELLECTUAL PROPERTY

All brand names, logos, product names, and titles used on the Website are Tommy Hilfiger trademarks or brand names or third-party brands or brand names. You are not allowed to use or reproduce any trademarks, logos, or brand names as this may constitute a violation of the holder's rights.

The rights to the Website design, texts, documents, movies, music, and/or other services and the selection and arrangement thereof, as well as all software compilations, underlying source codes, all software, and all other material on this Website are owned by or licensed to Tommy Hilfiger and/or Tommy Hilfiger's suppliers and subcontractors.

You are merely permitted to electronically copy portions of the Website and print them on paper, to the extent that 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 use the information and materials on this Website in any other way, including reproduction for purposes other than those mentioned above, modification, distribution, or republication. If you would like 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 in accordance with the [Privacy Notice 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.

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. You may need to adjust your browser's settings so that it accepts both cookies and pop-ups in order to be able to use all of the Website's features. This also 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 this is required under applicable law, in order to enter into a contract 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 listed prices are EUR amounts and include value-added tax. Orders and deliveries are only possible within Germany. If Tommy Hilfiger cannot fulfill an order, Tommy Hilfiger will inform you as soon as possible. Orders are only accepted in quantities usual for households. More information about ordering can be found under [Order Information](#).

When you place an order, we will send you an email confirming receipt of your order ("Order Confirmation"). This does not mean that we have accepted your order. We will inform you of our acceptance of your order within five business days. In most cases, the order is accepted at the time the products are shipped to you. At this point, we will send you an email confirming that the products have been shipped ("Shipping Confirmation"). If we accept your order but are unable to ship the products within five business days from the day on which you placed your order, we will send you a notification in which we accept your order ("Order Acceptance").

A binding contract containing these General Terms and Conditions (the “Contract”) comes into existence between you and us no earlier than at the time of the Shipping Confirmation or the Order Acceptance.

Products on the Website are generally in stock and ready to ship. Any sizes that are out of stock are marked as unavailable. When customers order products at the same time, this can lead to inventory problems. If we are unable to ship an item that has already been ordered, we have the right to cancel or reject this part of your order. You will receive a corresponding refund or will not be charged for the amount. We constantly work on keeping our inventory of stock as accurate as possible. Errors may occur occasionally. Our online collection is replenished regularly, so checking our site on a regular basis is worthwhile. If the products you are looking for are sold out, you can check their availability at your local Tommy Hilfiger store via our [Store Locator](#).

If you have placed an order by mistake or would like to cancel an order before it is delivered, please call Tommy Hilfiger customer service immediately at 00800-86669445, Monday through Friday from 9 a.m. to 6 p.m. (standard rates, cell-phone charges may vary), or send an email to Tommy Hilfiger at contact.de@service.tommy.com. We at Tommy Hilfiger will do everything to assist you as best we can. Tommy Hilfiger always strives to complete deliveries quickly, which means you do not have much time to cancel your order.

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

The fulfillment of all orders via the Website is subject to availability. We explicitly reserve the right to not accept your order for a variety of reasons, 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 by our security system as an unusual or potentially fraudulent order.

- You are less than 16 years of age or not old enough to enter into a Contract with Tommy Hilfiger under applicable law.
- You are a reseller.
- You have selected a payment method to pay for the products before delivery, but your payment is not received within five business days after the Order Confirmation.
- Due to circumstances or events beyond our control

PAYMENT AND PROMOTIONAL OFFERS

Payment method

You can pay for products with a credit card (MasterCard, Visa, American Express), PayPal, and other means of payment valid in your country. More information about the payment process can be found [here](#).

The maximum order amount depends on your selected method of payment and on whether you are a registered user or a guest. Details in this regard can be found [here](#).

Promotional Offers

Promotional codes can only be applied once for purchases on tommy.com.

To successfully apply the promotional code, the order value must exceed the value of the coupon.

Promotional codes cannot be redeemed for cash and cannot be replaced in the event that part or all of the order is returned.

You can apply your promotional code by clicking on **“Enter your promotional code”** in your shopping cart. Once you have entered your promotional code, click **“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

Shipping

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)..

Retention of Ownership

The products remain the property of Tommy Hilfiger until payment is made in full.

RETURNING AND CANCELLING ORDERS

Your right to cancel

Your online order may be returned within 60 days of receipt without having to give any reason or to inform us. These 60 days deadline incl. the legally required 14 days withdrawal period. We provide you with a contractual withdrawal period of a total of 60 days (exceeding the 14 days legally required withdrawal period).

This right to cancel applies in addition to statutory warranty claims for the purchase of defective goods according to §§ 437ff. BGB. These statutory warranty claims are in no way restricted by the explanations on the right of withdrawal.

Effects of cancelling an order

To make use of your cancellation right, please (i) inform us of your intention to return the respective product(s) in accordance with the instructions provided below, and (ii) send back the respective product(s) within the above-mentioned 60-day period. More information can be found in our [Return Information](#).

This return right applies in addition to the statutory warranty claims related to the purchase of flawed products under Sections 437 et seq. of the BGB. These statutory warranty claims are not limited in any way by the statements regarding the cancellation right.

END OF THE INSTRUCTION ON THE STATUTORY RIGHT OF WITHDRAWAL

Returns

Extended Return Period: After the expiration of the statutory 14-day period, Tommy Hilfiger grants you an additional 46-day period to withdraw from the contract as a gesture of

goodwill. During this additional 46-day period, the same terms and conditions apply as during the statutory 14-day period, with the exception that all returned products must be in the same condition as you received them: The returned products must be complete, unworn, unwashed, with all product labels and undamaged hang tags attached, and must not have been used in any way other than what is reasonably necessary to decide whether you wish to keep the products. If you fail to comply with the above, and the value of the goods is thereby diminished, we may hold you responsible for the decrease in value.

If possible in your country, you may also return your items at selected Tommy stores. To check which stores offer this service, please use our [Store Locator](#). Please refer to our [Return Information](#) for more details.

Please make sure not to combine returns from multiple orders in one package to ensure that you receive your refund as quickly as possible.

Returning Flawed Products

If a delivered product is defective or flawed, you are of course also entitled to the legal rights relating to the purchase of flawed products under Sections 437 et seq. of the BGB, in addition to the statutory cancellation right and the contractually granted return right.

More information can be found in our [Return Information](#).

No Exchanges

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

In the case of a refund, you will receive a refund e-mail notification once your returned products have been checked and inspected,.

If you are eligible for a refund, you will receive a notification of this by email. Your refund will be paid without undue delay to the same card or account used to place the order.

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

PVH Brands Germany GmbH

Speditionstraße 7

40221 Düsseldorf

Germany

Telephone: 00800 – 86669445 Monday - Sunday: 08:00 - 20:00 (CET)

(standard rates, prices from mobile may vary)

E-mail: contact.de@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.

APPLICABLE LAW AND JURISDICTION

These general terms and conditions are governed by the laws of the Federal Republic of Germany, but excluding the Vienna Convention for the International Sale of Goods. If you are domiciled in another country of the European Union at the time of the respective conclusion of the contract, the application of mandatory statutory provisions of this country shall remain unaffected by the choice of law in the preceding sentence.

The European Commission's Online Dispute Resolution platform (ODR platform) can be accessed via <http://ec.europa.eu/odr>. Please note that Tommy Hilfiger is not currently participating in dispute resolution proceedings before a consumer arbitration board.

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.de@service.tommy.com

PVH Brands Netherlands B.V.

John Hicksstraat 2-4

5928 SJ Venlo

The Netherlands

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

SAMPLE RETURN FORM

Invoice address Delivery address

Customer number: Fact number:: Invoice date:

Pos. EAN Reason articles:

Please enter the number of the reason for returning 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) Complete the form and submit it online and/or add it to the package.

(2) Affix the delivered address sticker to the package. Make sure you cover the old label.

(3) Give the package to the carrier or, if this option exists in your country, drop it off in one of our stores.

The following conditions apply to the return after the expiry of the 14-day statutory withdrawal period (i.e. during the additional 46-day contractual right of return granted by us): All your articles must be complete, unworn, unwashed and with all attached labels in the original packaging. Items must be returned within 60 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, our loyalty program, 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 and process 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 Complete Your Purchases, to Provide Customer Service and Other Services, and to Process Other Requests

2.1.1. Orders, Store Purchases and Accounts

2.1.2. Use of Video Surveillance (CCTV)

2.1.3. Customer Service and Other Requests

2.1.4. (Changes to) Terms and Condition or Policies

2.1.5. Payments and Review of Fraudulent Credit Card Usage and Excessive Credit Card Charges

2.2. To Manage and Maintain Our Relationship with You via Our Loyalty Program

2.3. To Maintain Our Business Relationship with You Through (Digital) Marketing Initiatives and Social Listening

2.3.1. Newsletters, Promotional Communications, or Clickable Links in an Email

2.3.2. Personalized Experience and Improvement of the Online Experience

2.3.3. Personalized Targeted Advertising

2.3.4. Participation in a Sweepstakes, Contest, or Seasonal or Other Promotion

2.3.5. Social Listening

2.4. To Provide Free Wi-Fi in Our Stores

2.5. To Improve Our Services and Products

2.6. In Connection with a Sale or Business Transaction

2.7. To Maintain and Improve the Functionality of Our Websites

2.8. To Fulfill Our Other Business Purposes

2.9. To Request Your Participation in Our Surveys

2.10. To Protect the Sponsor's Rights and Defend Against Lawsuits

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 INFORMATION

1. WHO IS THE CONTROLLER?

Tommy Hilfiger Europe B.V. and PVH Brands Germany GmbH are responsible for this privacy notice. This legal entity is 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 Complete Your Purchases, to Provide Customer Service and Other Services, and to Handle 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. We only use your data for this purpose if you have given your consent to set up a personal account.

Accountholders are offered the option to enroll in our loyalty program, Tommy Together. Click [here](#) for more information about Tommy Together. See also the section below dedicated to our loyalty program for further information on how we use your data.

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.

We process this personal data because it is necessary to conclude, execute and manage your purchase with and/or returns to us.

Some of our stores also offer the opportunity to book a (virtual) store or event appointment through our booking tool. In order to provide these services to you we will process your personal data such as your first and last name, postal code, email address and phone number to send you information about your store or event visit. Furthermore, we may process the information you choose to provide us in additional fields, these fields may include questions related to your store appointment such as the occasion you are shopping for, your dress size or any other information you wish to share with us or the sales

representative to improve your shopping or event appointment experience. Processing this information is necessary for the performance of the store or event appointment agreement.

We may also process sales data related to your appointment, for example if you purchased any products during your appointment. In addition, we record whether you have attended the appointment in order to review whether you might qualify for any (additional) benefits under our loyalty program.

We process this personal data to serve our legitimate business interest to organize and improve our store and event appointment services.

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). We process this personal data to comply with legal obligations we are subject to. 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. CCTV Usage

To contribute to the safety and security of our stores, we may have a CCTV system in operation. The CCTV cameras may be placed in public areas of our stores and will capture images in real time. The CCTV system helps us to secure and protect our stores, our store associates and customers, and products located or stored on store premises. The CCTV system also helps us to prevent, detect and investigate theft of our products or threats to the safety of our store associates or customers. We process the CCTV footage to serve our legitimate business interest to protect our store premises and store associates, and to prevent, detect, and investigate incidents. The CCTV footage is generally kept for a maximum of 30 days from the time of recording before it is automatically overwritten or deleted, unless an incident has been recorded. In such cases, such footage may be kept

until the incident has been dealt with or resolved, or longer as required or allowed under applicable laws.

2.1.3. 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 or via live-chat functionality. 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 to 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) and/or live chat we will also record what you respond to these chatbots and/or live chat, 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/or live chat and your consent, we may collect device data such as: IP address, social media handle, time zone, country and GPS location. The platform that provides the chatbot and/or live chat may also collect some of this data. For example if the chatbot and/or live chat 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 either on the basis of your consent, 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.

2.1.4. (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.

2.1.5. Payments and check fraudulent credit card usage or excessive credit card chargebacks

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 service providers we partner with. These payments service 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 service providers, please contact the payment service providers directly. More information about the payment service 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 chargeback. 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 manage and maintain our relationship with you through our loyalty program

If you have enrolled in our personalized loyalty program, we will collect your email address in order to create and manage your loyalty account and to give you access to all the benefits and rewards included therein. Furthermore, personal data you provide us in additional fields, such as your first and last name, date of birth, telephone number, your zip code and/or your gender, are also collected. We will use the personal data obtained directly from you when you enrolled in our loyalty program, in combination with the information you share with us or that we generate through your use of our services, both online and in our stores.

More information on the loyalty program, including the benefits and rewards included therein, can be found in the applicable [Terms and Conditions](#).

We process your personal data in order to keep your loyalty account up to date. This enables us to provide you with, among others, relevant information about your shopping history, details about your orders, your status as a member, and the benefits and rewards available to you. We may process these personal data because it is necessary for managing our contractual relationship with you.

Furthermore, we will use your personal data to make the loyalty program even more relevant and more tailored to your personal interests, by providing you with personalized information, personal offers and exclusive promotions, personal recommendations, and early access to sales and exclusive collections, and by sending you invitations for upcoming events, contests, and activities, such as member's week. This personalization is achieved using a combination of data derived from your interaction with our services, such as data from your previous purchases, your preferences, email engagement, or usage of membership benefits, and through cookies and other digital tools, in combination with other data we possess about you or which we receive from third parties like Google or Facebook. Our use of cookies, pixels, and other digital tools with similar functions ("cookies"), is described in more detail in our Cookie Notice, which can be found [here](#).

We may use your personal data to provide you with personalized information and communications because we have a legitimate business interest to provide you with services and communications that we consider to be relevant for you and of interest to you. If required under applicable local laws we will ask for your consent for such processing and to send you (personalized) offers, invitations to upcoming events and/or other direct marketing communications.

In addition, we may use your personal data to evaluate, develop, improve, modify, and update our loyalty program including all products and services contained therein. We may process this personal data because it is our legitimate business interest to ensure that we continue to provide the best possible services and products to our customers.

2.3. To Maintain Our Business Relationship with You Through (Digital) Marketing Initiatives and Social Listening

2.3.1. Newsletters, Promotional Communications, or Clickable Links in an Email

If you consent or we have a legitimate interest in doing so, we will collect your email address and/or cell phone number and/or mailing address, in order to send you our newsletter and other promotional communications. In addition, we will maintain an overview of the email and text messages we send you and record what you do with these messages (e.g., whether you open them or click on their content).

We will also use your personal data to make our newsletter and other promotional communications even more relevant and more tailored to your interests. This personalization is achieved using a combination of data derived from your interaction with our services, such as data derived from your previous purchases, and through cookies in combination with other data that we possess about you, or receive from third parties like Google or Facebook. Our use of cookies is described in more detail in our Cookie Notice, which can be found [here](#).

We may use your personal data to send you such personalized communications because we have a legitimate business interest in providing you with communications we consider relevant and of interest to you. If required under applicable law, we will give you the option to object to receiving such communications or obtain your consent to such use of your personal data.

Please note that you can unsubscribe from the newsletter at any time via the “Opt out” or “Unsubscribe” button at the end of each email, or by requesting us to do so, using the contact information provided below or in the respective promotional communication.

2.3.2. Personalized experience and improvement of online experience

When you visit our websites, we will drop 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.

We may use your personal data to provide you with such personalized experiences because we have a legitimate business interest to provide you with experiences and services that we consider to be relevant for you and of interest to you. If required under applicable local laws we will ask for consent for such use for your personal data.

Our use of cookies is described in more detail in our cookie notice which can be found [here](#).

2.3.3. Personalized Targeted Advertising

Based on your on- and offline purchase behavior and history, your behavior on and interaction with our websites (visited pages, links clicked, purchases made) and interaction with chatbot(s), live chat, emails you received from Tommy Hilfiger and customer service, 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 the (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 information that is collected on how our Customers 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, our marketing teams find and define relevant segments of online audiences to direct marketing campaigns at. These segments also help us decide how to best reach our Customers 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 collect data from third party vendors, such as Facebook or Google or other online and social media actors that have collected data about you to use in relation to personalized targeted advertising, and we may share your data profile with third parties, such as Facebook and Google or other online and social media actors, 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 the shopping cart.

In addition, Facebook, Google and other online and social media actors can independently register your use of our advertisements through the use of cookies. Please read the privacy and cookie policies of such third parties for more information 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 the above described targeted advertising activities if you have given your consent, including for the placement of cookies of and the collection of personal data via the cookie. Our use of cookies is described in more detail in our cookie notice which can be found [here](#).

2.3.4. Participation in a Sweepstakes, Contest, or Seasonal or Other Promotion

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

We will collect information that is necessary for your participation in the activity and that allows us to manage our contractual relationship with you, such as your name and email

address. Personal data that we collect as part of a sweepstakes, contest, or seasonal or other promotion may be subject to additional privacy policies.

In general, we obtain your personal data directly from you. In certain cases, however, we obtain personal data, such as your purchasing preferences and activities, via publicly available databases, for example, or via our digital marketing activities and partners, if they share the information with us. See Section 2.3.3. above for more information.

2.3.5. 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 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.

Please be mindful when disclosing any personal data relating to other people to us or to our service providers, as you are responsible for the disclosure of such third-party personal data. 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.

2.4. 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 once you agree to the applicable terms and conditions 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.

2.5. 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 communication channels (including live chat) we may use your input to improve our services and items. We will engage in this activity where we have a legitimate interest.

2.6. 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.

2.7. To manage and improve the functionality of our websites

When you visit our websites we will drop cookies on your browser or device that enable us to improve the design and functioning of our websites, the responsiveness of our chatbot(s), live chat 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 is described in more detail in our cookie notice which can be found [here](#).

2.8. To request you to take part in our surveys

We work hard to always improve our services and align them even better with your needs. That's why, if you have contacted us or if you have purchased our products, we may invite you to join one or more of our surveys. If you decide to participate and complete our survey, your feedback will be used to manage and improve our products and services. We may also contact you to understand how we can improve our relationship with you. We will engage in this activity where we have a legitimate interest or with your consent.

2.9. For security and fraud prevention

Insofar necessary we may use your personal data to manage security and fraud, for example, to detect and prevent cyberattacks or attempts to commit identity theft, which is our legitimate interests and it also serves your and third party's legitimate interests to keep our services and your personal data safe and secure.

2.10. To protect our rights and to defend against lawsuits

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), social listening services, chatbot services, booking tool services, 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.**
- **Other parties where we have legal basis, such as to comply with a legal obligation or where we have obtained your consent.**

5. FOR 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 as offering an adequate level of data protection, 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. If you would like to receive a copy of our implemented safeguards (where possible) you can contact us using the contact details listed below.

7. YOUR RIGHTS

We respect the rights granted to you under applicable laws, including the right to access your personal data that we hold about you, to rectify or erase certain personal data, to restrict processing of your personal data and to get an electronic copy of your personal data for purposes of transmitting it to another company.

In addition, where we rely on our legitimate interest to process your personal data, you have the right to object to such processing, wholly or partly, on grounds related to your particular situation. This includes that you are entitled to object to the processing of your personal data for direct marketing purposes, including profiling related to such direct marketing. If you wish to opt-out from receiving direct marketing communications you can click on the opt-out link in the respective message.

Where we rely on your consent to process your personal data, you have the right to withdraw your consent at any time.

To exercise your rights, please send us an e-mail to the e-mail address listed below.

For your rights in relation to cookies, please read our Cookie Notice, which you can view [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 INFORMATION

PVH Brands Germany GmbH and Tommy Hilfiger Europe B.V.

Danzigerkade 165

1013 AP Amsterdam

The Netherlands

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

contact.de@service.tommy.com

Online form: de.tommy.com/CustomerService-ContactUs

Phone: 00800 – 86669445

Updated last: April 2023

COOKIES NOTICE

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

(© 2023 Tommy Hilfiger Licensing BV.All rights reserved.)

