

TERMS AND CONDITIONS OF USE AND SALE

TOMMY HILFIGER

When you place your order, you agree to the following terms and conditions.

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

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, 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 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.

TEXT AND DATA MINING

The content, text, data, images, videos and other assets made publicly available on this Website are protected by copyright. In accordance with Article 4(3) of Directive (EU) 2019/790 on Copyright in the Digital Single Market, we expressly reserve all rights and do not permit the use of any such content for the purposes of commercial text and data mining (TDM), including the training of generative AI systems, without our prior written consent.

This reservation does not apply to indexing and search engine access for the purposes of content discoverability, such as crawling and indexing by general-purpose search engines (e.g., Google, Bing) or any AI systems when used solely to answer user queries with factual references to our products or services to assist a user in a search and purchase or offer them an add related to our product.

Any use of our content for the purpose of TDM, AI model training, or any other automated analysis beyond lawful indexing and search discovery as described is prohibited unless explicitly licensed by us.

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

This document, together with our privacy and cookie notice, and hereinafter referred to as the "Conditions" sets out the terms and conditions that apply to the sales of products through the electronic screens that are available in some of our brick-and-mortar stores ("Stores") and this website (hu.tommy.com) (together "Digital Points of Sale").

When you place an order, we assume that you have read and understand these Conditions and you are bound by these Conditions. We therefore strongly recommend you to read these Conditions prior to placing an order. In the event you disagree or are not willing to accept these Conditions, it is not possible to place an order via the Digital Points of Sale and we recommend you to visit one of our Stores.

We can change the Conditions from time to time. It is your responsibility to read these Conditions before you place an order. The Conditions as published at the Digital Points of Sale on the moment of entering into the agreement (as explained below), are the Conditions that are applicable to your purchase.

- [1. With which entity are you entering into an agreement?.](#)
- [2. When can you place an order?.](#)
- [3. How can you place an order?.](#)
- [4. When does the agreement come into existence?.](#)
- [5. Can you cancel or change the order before it has been delivered?.](#)
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1. With which entity are you entering into an agreement?

When you order a product through one of our Digital Points of Sale, the agreement will be concluded between you and Tommy Hilfiger Europe B.V. located at Danzigerkade 165, 1013 AP, Amsterdam, The Netherlands, registered with the Dutch Chamber of Commerce under number 33290078, tax number NL805768713B01, hereinafter referred to as "we", "us" or "our".

2. When can you place an order?

You can place an order if:

- You are a guest to our Digital Points of Sale and are in possession of a personal e-mail address or you have an account on our Digital Points of Sale; and
- You are a consumer (non-taxable person) and are placing an order for quantities usual for households; and
- You are 18 years or older or have permission from your parent or legal guardian and are legally eligible to enter into an agreement.

3. How can you place an order?

You can place an order through our Digital Points of Sale. Orders and deliveries are only possible within Hungary. You can order products through the Digital Points of Sale in the same country that you want the order to be delivered to. Please note that our offers through the Digital Points of Sale are without obligation (*vrijblijvend*) as referred to in article 6:219 (2) of the Dutch Civil Code. This means we may withdraw our offer promptly after the order has been placed, for example because the ordered product(s) are out of stock.

To place an order, you will have to follow all the steps of the online ordering process and click "Place Order".

After you have placed an order, we will send you an email acknowledging receipt of your order – and providing confirmation about the characteristics of the product ordered, the overall purchase price, payment methods and a copy of these terms and conditions applicable to the sale and purchase of the ordered product between you and us, all the above in a printable or downloadable format – ("Order Confirmation"). When we ship the products, we will send you an email confirming that the products have been shipped ("Shipping Confirmation").

4. When does the agreement come into existence?

The agreement comes into existence once you have placed your order and received an Order Confirmation.

5. Can you cancel or change the order before it has been delivered?

If you have accidentally placed an order or wish to cancel your order before this has been delivered to you, please reach out to our [Customer Service](#) immediately. We will do our best to assist you in any way we can. As we always strive for quick deliveries, there is not much time to cancel your order before we ship it to you. After we have sent you the shipping confirmation, you cannot cancel your order. Your withdrawal right pursuant to section 12 remains unaffected.

Please note it is only possible to cancel the entire order and that we cannot make or accept any changes to your order (address, size, and color) once your order has been placed.

6. Is it possible that a product you ordered is out of stock?

In general, we aim to have all products on our Digital Points of Sale in stock and ready to be sent. When we are unable to ship an item already ordered by you, we may revoke our offer or cancel or reject that part of the order and you will be refunded the amount paid for that product to the extent this has already been paid by you. We work hard to keep our stock levels as accurate as possible. Occasionally, errors may occur. Our online collection is replenished regularly so it is worth checking back with us regularly. Alternatively, if the product(s) you are looking for is (are) sold out, you may wish to check availability with our Stores through our [Store Locator](#).

7. Can we decline or cancel your order?

We explicitly reserve the right to revoke our offer, decline or cancel your order for any legitimate reason, including but not limited to the following situations:

- The product is not available;
- Your billing information or delivery address 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;
- If we reasonably suspect fraud;
- You are under 18-years old and have no consent from your parent or legal guardian, or you are not permitted under applicable law to enter into an agreement with us;
- You are a reseller or entrepreneur;
- If applicable, your bank transfer payment is not received within 5 business days after the order confirmation;
- We cannot deliver to the address provided by you;
- Evident errors of data provided on the Digital Points of Sale;
- Due to circumstances or events beyond our control or other circumstances (force majeure) as a result of which the continuation of the agreement can no longer be reasonably demanded from us.

In case we decline or cancel your order (or revoke our offer), you may not receive a shipping confirmation. We will refund you any paid amounts received by us regarding the order. We will inform you about the declination, cancellation or revocation of your order via e-mail along with information on the reasons why the order has been cancelled.

8. What is the price of your order?

The prices of the products will be as displayed on the Digital Points of Sale, and are expressed in the local currency and include VAT. The total price specified in the final checkout screen is also expressed in the local currency and includes tax and shipping costs. This price will be recorded in the order confirmation. If you pay by credit card, the total amount for your entire order will be reflected on your bank statement.

Prices may change from time to time, but changes will not affect any order which we have confirmed in the order confirmation.

In case we discover a pricing error in one or more of the products you ordered, we will inform you about this as soon as possible and provide you with the opportunity to confirm your order against the correct price or to cancel your order. In the event you wish to cancel your order and have already paid for this order, we will refund you as soon as possible. We are not obliged to deliver products that we wrongfully priced, unless (a) you have already received an order confirmation and (b) you have understood the incorrect price to be correct and this expectation is reasonably justified.

9. How can you pay your order?

You can pay for the products by credit card (MasterCard, Visa, American Express) and PayPal and other means as may be provided at the Digital Points of Sale. It is also possible to (partially) pay your order with a valid promotion code. In case of payment after your order (where applicable), you have to pay for your order in accordance with the payment term set by the payment provider. Click [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 about our payment methods.

During the payment process we may perform credit checks. Based on the outcome of those checks we may change, adjust or decline an order and/or the selected payment method. In most cases, we will offer you the option to select a different payment method. Customer Service will not be informed about the outcome of credit checks.

10. How can you use a promotion code?

Promotion codes are only valid for purchases through our Digital Points of Sale and for single use only.

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

Additional terms may apply to promotion codes: unless communicated otherwise, your promotion code will not be compatible with other discounts or promotions.

In case of returns, the discount applied to the promotion code will be proportionally split across the ordered items. Promotion codes are non-refundable nor replaceable in case of (full or partial) returns of an order.

11. When and how do you receive the products?

We aim for a delivery time of 2 to 5 business days after shipping the order. Please note that this delivery time serves as an indication only and that it may be impacted by sales periods or promotions. See our [delivery information](#) for more details including our delivery rates (if applicable). If, for whatever reason, we are not able to deliver your products on time or at all, we will inform you. We will then cancel your order and refund you provided the order was already paid. You can choose the country website you wish to view and order from. Products can only be delivered in that same country.

Delivery to an address or location chosen by you

During the ordering process, you can choose your preferred method of delivery. In the order confirmation you can find more information about the delivery.

If the delivered products have obvious material or production defects, including damage caused by transport, please notify our [Customer Service](#) of such defects immediately by email or phone.

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

Delivery to one of our Stores

If you choose to collect your order in one of our Stores, you will receive a confirmation from us when your order is ready to be collected. You can collect the order personally by showing the Store associate your order number and ID. If you want someone to pick up the parcel on your behalf, this person should also show the order number. You or the person selected by you to collect the order on your behalf, will be obliged to sign for receipt.

12. Can you return the products?

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.

The following products may not be returned: personalized items and (partially) used gift cards. Due to hygiene reasons, underwear or swimwear and perfumes and make-up may not be returned unless in original sealed wrapping completely intact.

Your legal right of withdrawal

You have the right to withdraw from the agreement within 14 calendar days without giving any reason (legal withdrawal). This 14-day period commences on the day that you or a third party designated by you received the product. If you have ordered several products within one order, which were delivered separately, the period of 14 days starts from the moment you received the last product.

To exercise this right, you must notify us of your decision to withdraw from the agreement by contacting us. You may use our model form, but this is not mandatory.

If you withdraw from the agreement, the following applies.

(a) You will receive all payments related to your order that you have made up to that point without undue delay and no later than 14 calendar days after we have received your revocation statement. Unless otherwise expressly communicated, shipping costs are included with the exception of any costs resulting from your choice of a shipping method other than the standard shipping offered by us. We may withhold reimbursement until we have received the products back or you have supplied evidence of having sent back the products, whichever is the earliest.

(b) We will refund you via the same payment method as you used to perform the original transaction. Once the products returned by you have been checked and inspected, you will receive an email confirmation in the event of a refund.

(c) Refunds usually take 8-14 business days to appear on your statement. The length of time depends on the policy of your bank. You can always check your refund status on your online account or by contacting your bank.

(d) You must return the products to us without undue delay and in any event not later than 14 days from the day on which you notified us of the revocation of the agreement. You can return the product by using the return label and handing the package over to the post office or the carrier. Only if indicated by the [Store Locator](#) that Return in Store service is available in the store, it is also possible to return the items in one of our Stores. You shall bear the risk of the products until we have received them.

Additional contractual return right

In addition to your legal right to withdraw from the agreement, we offer you an additional 16-calendar day period to return the products. The period starts after your statutory right of withdrawal has expired. This means that you can return products up to 30 calendar days from the day of receipt of your products. If you have ordered several products with one order that are delivered separately, the 30-calendar day period starts from the moment you receive the last product. The above clauses regarding your legal right of withdrawal as mentioned under (a), (b), (c) and (d) apply also in case you use your contractual right of withdrawal.

Return in case of defective products

If the delivered products contain obvious material or manufacturing defects, including damage as a result of transport, we request that you report these defects to our [Customer Service](#) immediately by telephone or email. You can return items received by you if they are defective, incorrectly described or otherwise not in accordance with your order. You can do this within 2 years after you have received your order and by using the return label and delivering the package to the post office or the carrier. If your reason for return is well-founded, the purchase price and the shipping costs (if applicable) are refundable. The foregoing is without prejudice to your statutory rights in case of non-conformity.

We moreover remind you that under Dutch and EU law, the delivered products must comply with the agreement, we are liable towards you for any lack of conformity and that you have several statutory rights in this context, providing that you complain within a reasonable time after discovery of the defect. After your complaint, a limitation period of two years in respect of your rights begins. The foregoing does not limit the statutory rights in any way.

13. Can you exchange products?

It is not possible to exchange products. You can return any product that you are not fully satisfied with and receive a refund, in the way described in these Conditions. If you would like another product, color or size, please place a new order.

14. What law applies to the agreement including these Conditions and which court can I go to?

The agreement including these Conditions is governed by the laws of the Netherlands, but excluding the Vienna Convention for the International Sale of Goods. This choice of law does not deprive you of the protection you may have by provisions that cannot be derogated from by agreement by virtue of the law of the country in which you live, providing that we sell our products in this country.

The competent court in Amsterdam, the Netherlands shall have non-exclusive jurisdiction to settle any dispute in connection with these Conditions, which means that you may bring a claim to enforce your consumer protection rights in connection with these general terms and conditions in Amsterdam. In the event that we decide to commence proceedings against you before the court in Amsterdam, the Netherlands, you have the right, within one month after we have notified you in writing, to inform us that you opt for resolution of the dispute by the court with jurisdiction under the law.

Alternatively, you have the option to bring your dispute to an Alternative Dispute Resolution (ADR) body. Although we are not subscribed to an ADR body, you can reach out to one of the ADR bodies listed in Annex 2

15. Where do I go if I have questions?

In case of any questions, concerns or complaints please reach out to our [Customer Service](#):

Tommy Hilfiger Europe B.V.
Danzigerkade 165
1013 AP Amsterdam
Netherlands

Telephone: 00800-86669445 (toll free number)

E-mail: contact.eu@service.tommy.com

[Last updated {17/03/25}]

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 or e-mail) by using the following contact details:

E-mail: contact.eu@service.tommy.com

Tommy Hilfiger Europe B.V.,

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 items:

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

Reason for return:

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 returns:

All your articles must be complete, unworn, unwashed and with all attached labels in the original packaging. Items must be returned within 30 days of receipt of your order. Please note not all articles may be returned. For more information, please visit our [return information](#).

IV. 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 handle your purchases, provide (Customer) services and fulfill other requests

2.1.1. Orders, store purchases and accounts

2.1.2. CCTV usage

2.1.3. Customer service and other requests

2.1.4. (Changed) terms, conditions or notices

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

2.2. To manage and maintain our relationship with you through our loyalty program

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

2.3.1. Newsletters, promotional communications clickable links in an e-mail and/or push notifications

2.3.2. Personalized experience and improvement of online experience

2.3.3. Personalized targeted advertising

2.3.4. Participation in a sweepstake, contest or a seasonal or other promotion

2.3.5. Social listening

2.4. To offer you free wifi in our stores

2.5. To improve our services and items

2.6. In connection with a sale or business transaction

2.7. To manage and improve the functionality of our websites

2.8. To request you to take part in our surveys

2.9. For security and fraud prevention

2.10. To protect our rights and to 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 DETAILS

1. WHO IS THE CONTROLLER?

Tommy Hilfiger Europe B.V. is 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 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 may be presented with the option to enroll in our loyalty program, Tommy Together, and 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.

You can also create an account by signing up to our website via a (social media) provider. This is called a social login. When using a social login, we receive information about you through the relevant (social media) provider. This information only includes your full name and email address and is collected by us in order to perform our contract with you and create an account for you. More information about the data collection through the use of a social login can be found in article 3.

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.

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 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 manage and maintain our relationship with you through our loyalty program

If you have signed up to be part of our personalized loyalty program we will collect your e-mail address to create and manage your loyalty account and to give you access to all the benefits and rewards contained therein. Furthermore, we collect the personal data you choose to provide us in additional fields, such as your first and last name, date of birth, telephone number, and/or gender. We will use the personal data obtained directly from you when you signed-up for our loyalty program in combination with the information on purchases that make as a logged in member or as a guest using the email address connected to your loyalty account. We also share combine this with information that you share with us or that we generate by your use of our services, both online and in-store.

For more information on the loyalty program, including the benefits and rewards contained therein, please see the applicable [Terms and Conditions](#).

We process your personal data to keep your loyalty account up-to-date. This enables us to provide you with, amongst 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 this personal data because it is necessary to manage our contractual relationship with you.

Furthermore, we will use your personal data to make the loyalty program even more relevant and personalized to your interests by providing you with personalized information, personal offers and exclusive promotions, personal recommendations, early access to sales and exclusive collections, and by sending you invitations for any upcoming events, competitions and activities such as member's week. This personalization is done by using a combination of data derived from your interaction with our services, including for example data derived from all your previous purchases using the email address connected to your loyalty account, your preferences, email engagement, or usage of membership benefits, and through cookies and other digital tools combined with other data we hold about you or receive from third parties, such as Google or Facebook. Our use of cookies, pixels and other digital tools with similar functionality ("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 relationship with you through (digital) marketing initiatives and social listening

2.3.1. Newsletters, promotional communications,clickable links in an e-mail and/or push notifications

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, back in stock email 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).

Furthermore, we will use your personal data to make our newsletter and other commercial messages even more relevant and personalized to your interests. This personalization is done by using a combination of data derived from your interaction with our services and our emails, including for example through the use of tracking technologies such as pixels or tracking links, data derived from all your previous purchases using the email address connected to your loyalty account, and through cookies combined with other data we hold about you or receive from third parties, such as [Google](#) or Facebook. Our use of cookies is described in more detail in our cookie notice which can be found [here](#).

You can choose to accept and receive push notifications on our websites. Push notifications are shown on your device even when the browser is not active. If you consent to receive push notifications in your browser, your device will send our website a Uniform Resource Locator or “URL” that is specific to your device and allows our server to send your device push notifications. Our push notifications are sent over the Internet to the URL and received on a platform specific to your device as indicated in the URL string; for example, for Android smartphones. This platform is generally provided by the operating system vendor. Upon receipt, the operating system vendor of your device will trigger the push notification. Push notifications are sent fully encrypted over the Internet and do not contain personal data.

We do not have any reasonable means to identify anyone who is receiving push notifications. However, the operating system vendor of your device can connect the receipt of a push notification and its specific content to a particular device and related user account (e.g., Google, Windows, or Apple account). This means that, for example, Google will know that you received our back-in-stock notification. We are a joint controller with the operating system vendor of your device (e.g. Google, Apple, Microsoft, Samsung or another operating system vendor). If you wish to exercise any rights with respect to personal data generated as a result of your receipt of push notifications on your device, you can do so through the account settings of the account specific to your operating system (e.g. Google account).

We may use your personal data to provide you with such personalized communications because we have a legitimate business interest to provide you with communications that we consider to be relevant for you and of interest to you. For push notifications specifically, we obtain your consent. \ If required under applicable local laws we allow you to object to receiving such communications or ask your consent for such use of your personal data.

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.

2.3.2. 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](#).

We also enable you to log in on our website by using the social login functionality. This is another way to improve your online experience.

When you use one of our partner (social media) providers to log in or create an account with us, we collect your data. The (social media) provider that you choose to use will provide certain information to us based on our request. We will only request the information that is necessary to facilitate a login through our partner (social media) provider, which is only your full name and email address. The collection of this information is done on the legal ground to perform our contract with you. When we collect your data, we will do that in accordance with our privacy policy and terms of service.

We facilitate social login on our website and app through the following (social media) providers: Google, Apple and Facebook. When you choose to use one of these partner (social media) providers to log to our website, these (social media) providers receive a notification of your log in with us. The (social media) providers can use this information for various purposes such as providing personalized advertisements to you on their platform. The partner (social media) providers process this information in accordance with their Privacy Policy and other terms and conditions and remain the controller of this information. If you'd like to exercise your rights with respect to the information processed by the (social media) provider, you can do so through your account settings with that relevant (social media) provider.

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 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 publicly available databases or our digital marketing activities and partners when they share the information with us. Please see Section 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. 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) or have not interacted with our email communication. 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.

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. If you wish to exercise any of your rights, including your right to delete your personal data, please contact [Customer Service](#) or go to "My Account". In the event of a deletion request, your personal data will be deleted upon request unless we are required by law to retain your personal data.

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.

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

Tommy Hilfiger Europe B.V.

[Customer Service](#)

Danzigerkade 165

1013 AP Amsterdam

For any request related to this Privacy Notice:

e-mail: contact.hu@service.tommy.com

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

Phone: 00800 – 86669445

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COOKIES NOTICE

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