

# *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 nl.tommy.com, uk.tommy.com, it.tommy.com, eu.tommy.com, fr.tommy.com, be.tommy.com, ru.tommy.com, ch.tommy.com, es.tommy.com, de.tommy.com, at.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*

## DATA PRIVACY

All personal data is treated confidentially, and your rights to protection of your justified concerns are observed strictly in accordance with legal requirements. For more information, please see [Annex 1](#) here to, which includes our [privacy notice](#) and [cookie notice](#).

## 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 notice and cookie notice does 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.

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 willful 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 trade marks 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 trade marks, logo or trade names as this may constitute an infringement of the holder's rights.

All 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 the copyrights of 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.

#### PRIVACY NOTICE AND COOKIE NOTICE

Tommy Hilfiger collects and processes the personal data of the visitors of the Website according to 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, we shall be entitled to use, copy and/or commercially exploit such Materials to the fullest extent and free of charge and we shall not be bound by any confidentiality obligation in respect of such Materials.

**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*

### 1. ELIGIBILITY

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

### 2. ORDERING

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

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

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

Products on the Website have stock and are ready to be sent. Any sizes that are out of stock are marked as unavailable. We may have stock issues from customers ordering products at the same time. When we are unable to ship an item already ordered, we may cancel that part of your order and you will be reimbursed or not charged accordingly. We work hard to keep our stock levels as accurate as possible. Occasionally, errors

may occur. Our online collection is regularly replenished so it's worth checking back with us regularly. Alternatively, if the products you are looking for are sold out, you may wish to check availability with your Tommy Hilfiger store through our [Store Locator](#).

If you have placed an order in error, or would like to cancel an order before it is delivered, please immediately call Tommy Hilfiger's customer service at 00800 – 86669445\* 09.30 - 18.00 CET Mon - Fri \*Toll free number or e-mail Tommy Hilfiger at: [contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com). Tommy Hilfiger will do its best to assist you any way it can. As Tommy Hilfiger always strives for quick deliveries, it means there is not much time to cancel your order.

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

Fulfillment of all orders on the Website is subject to availability. We explicitly reserve the right not to accept your order for any reason. We also reserve the right to cancel an order by written notice to you in the following situations (not limitative), without being liable for any damages or costs other than repayment of any amount received from you in relation to the order we have cancelled:

- The product is not available
- Your billing information is not correct or not verifiable
- Your order is flagged up by our security systems as an unusual order or an order susceptible of fraud
- If applicable your bank transfer payment is not received within 5 business days after the Order Confirmation
- We could not deliver to the address provided by you
- Due to circumstances or events beyond our control.

### 3. PAYMENT

#### *Payment method*

You can pay for the products by credit card (MasterCard, Visa, American Express), Debit Card (Maestro Visa), PayPal, Tommy Hilfiger Gift Card (see [Annex 4](#)) and by other means as may be applicable in your country, see [here](#) for more information on the payment process.

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

If you have a promotion code, please enter it in the shopping bag page in the '**Promotion code**' field and click on '**Apply**'. Please check the expiry date of your promotion code before using it. Please note that you cannot use more than one promotion code for the same purchase. Please note that if using promotion codes on products on sale and the total discount is higher than 50% of the original price the promotion code might not be applicable. Every promotion code is valid for one time use only, unless stated differently.

#### *Data check*

During the payment process Tommy Hilfiger may perform credit checks. Based on the outcome thereof 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.

### 4. DELIVERY

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

If you make a purchase that exceeds the threshold applicable in your country of delivery, you will receive free "standard delivery" or the option of discounted "express delivery". See our [delivery options](#) for more details.

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

## 5. RETENTION OF OWNERSHIP

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

## 6. RETURN AND CANCELLATION

### *Returning defective products*

You may return products delivered to you that are defective or otherwise not in conformity with your order. You can do so within 2 months after you notice the defect. In the event your claim is justified, the purchase price and the shipping costs will be refunded. For practical information on how to return, see below or see our [return information](#).

### *Exercising your right of return (withdrawal)*

All products purchased on the Website may be returned within the following time frame at your own risk: within 60 days after the day on which the product(s) come into your physical possession (or into the possession of a third party other than the carrier and indicated by you) you need to (i) inform us of your intention to return the product(s) following the instructions below; and (ii) physically return such product(s) to us. If you return the product(s) by mail, you will have returned the products on time if you have delivered the product(s) at the post office or to the carrier within the aforementioned 60 days period.

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

Please note that products that you have bought online cannot be returned to Tommy Hilfiger stores in your local area and vice versa. 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.

Returned products must be returned in the same condition as they were sent – and must have their original label. We will not accept or refund products that have been worn or washed. If the products have deteriorated due to a more extensive use, we reserve the right to send the product back to the shipper.

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

### *How to return*

In case you want to return products, the order confirmation and/or each delivery will include (i) return information, in the form attached here to as [Annex 2](#), (ii) a link to an online model return form, or a printed model return form, in the form attached hereto as [Annex 3](#), and (iii) a return label. To help us serve you better please make sure that you fully complete the returns form. It is important that you state the reason for returning each item you return to us. Stick the returns label to the box and if using the box that we sent to you, make sure that the return label covers the original label used to ship the parcel to you. Your return will be handled by the carrier mentioned in your return form. Please read our return information carefully.

### *No exchange*

Tommy Hilfiger does not have an exchange service. You can of course [return any product](#) that you are not

fully satisfied with, for which a refund will be issued. If you would like another product, color or size, please place a new order.

### *Refunds*

Once your returned products have been checked and inspected at our warehouse, you will receive a refund e-mail notification, if a refund will be made. Your refund will be paid to the same card or account that was used to place the order without undue delay. For further information, see [Annex 2](#).

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

In order to get a full refund it is important that we receive the returned products in the state in which you received them: the returned products must be complete, unworn, unwashed and have all the product labels and tags intact.

## 7. PROMOTIONAL OFFERS

Promotional offers (discount codes) from Tommy Hilfiger are limited to one per customer, per order. It is not possible to combine promotional codes.

# *IV. Miscellaneous*

## 1. CONTACT INFORMATION

Hilfiger Stores B.V.  
Stadhouderskade 6  
1054 ES AMSTERDAM  
The Netherlands

Telephone: 00800 – 86669445\* 09.30 - 18.00 CET Mon - Fri

\*Toll free number

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

## 2. CHANGES TO THESE GENERAL TERMS AND CONDITIONS

If Tommy Hilfiger decides to change these general terms and conditions, we will post the changed terms and condition on the Website. You are advised to regularly check whether they have changed. These terms and conditions were last modified in March 2016.

## 3. GOVERNING LAW AND JURISDICTION

These general terms and conditions are governed by the laws of the Netherlands, but excluding the Vienna Convention for the International Sale of Goods. The competent court in Amsterdam, the Netherlands shall have exclusive jurisdiction to settle any dispute in connection with these general terms and conditions without prejudice to the right of appeal and that of appeal to the Supreme Court.

# *Annex 1*

PRIVACY NOTICE TOMMY HILFIGER

PRINT/SAVE

(version 28 February 2018)

Hi there, this is our privacy notice. When you either visit our store, one of our websites, or when you buy our products off- or online, we will collect and process your personal data. In this notice we will explain what

personal data we collect and what we do with it. We will also inform you on several other topics related to the way we process your personal data. This privacy notice is structured in the same way you interact with us. It applies to both consumers and small businesses (jointly referred to as 'Customers') that buy our clothing and other items off- or online. In case you are a small business, some of the content of this privacy notice may not apply to you. Please also note that this privacy notice may change. The version that you find on our website will be updated on a regular basis.

## 1. WHO IS THE CONTROLLER?

Tommy Hilfiger Europe B.V. and Hilfiger Stores B.V. are both responsible for this privacy notice. These two legal entities are referred to as "we" or "us" in this document. You can contact us at the address listed at the bottom of this privacy notice.

## 2. WHAT INFORMATION DO WE COLLECT?

*When you make a purchase on one of our websites or via our app*

When you purchase an item online via one of our websites or our app, we collect your name and – in case you are a small business - your company name, full postal and/or separate billing address, e-mail address, ordered and returned products, delivery information and invoice information. We will also collect data on your usage vouchers and/or gift cards. Furthermore, you may choose to provide us with your date of birth and telephone number. We do not collect information related to the payment instrument that you use, e.g. credit card information. This information is processed solely by our payment service provider and by the providers of the payment instruments subject to strict information security assurances.

During the purchasing process, you have the option to set up a personal Tommy account. If you choose to do so, we will ask you to consent to receiving newsletters and other (electronic) communications via post, e-mail and/or SMS. You can log-on to your account through your Facebook, Google+, Instagram and other social media accounts. If you choose to make use of this functionality, we will collect basic profile information from your social media account, including name and e-mail address. Please note that the social media provider through which you are signing in to your Tommy account will be notified on your access to the account. The processing of such access information is subject to the privacy notice of the respective social media provider(s).

Accountholders are offered the option to enrol in our (MYTOMMY) loyalty program. In case that you enrol, you will receive a personal account number. Upon your enrolment we will collect your profile information, your offline & online purchase history (in the store, based in your personal account number), the contents of your online wish list and the e-mail addresses of your friends if you would choose to provide us with those, for instance in connection with a tell a friend promotion. When you insert the e-mail address of a friend we will store that in your account.

*When you visit one of our websites or use our app*

When you visit one of our websites or use our app we will drop cookies, pixels and other digital tools with similar functionality on your device that enable us to monitor your behaviour. These cookies channel back data to our data analytics tools. Depending on whether you are visiting our website or use the app, we can trace from which marketing channel you originated (e.g. Google AdWords, e-mail newsletter), what pages you viewed, which products you have added to your cart and which ones you bought. We also receive information on how you use and interact with the site as well as on the amount of time that you spend on it. The server of our website also collects basic information that relates to the request that is made from your browser when you visit the site. This data may include information on your last visit date and time, timestamp of the browser request, your IP address, basic HTTP header information (like referral URL and user agent) and previous URL that was requested by your browser. Our use of cookies, pixels and other digital tools with similar functionality, is described in more detail in our cookie notice which can be found [here](#).

*When you interact with a chatbot*

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

#### *When you visit a store*

In our store, depending on whether you are a consumer or a small business, we collect your company name, personal 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). This data is collected via our point of sale terminal in the store. In case you have enrolled in our loyalty program, we will link your in-store purchases to your account when you present us with your (MYTOMMY) loyalty program card details.

If you have downloaded our app we may collect your GPS-data (only if you accept location services) or data that is collected based on your usage of the app (i.e. on the basis of your usage of the bar code scanning functionality of the app). The app may also have Beacon functionality (a beacon sends out signals to nearby smartphones, tablets and other devices, containing a small amount of data). In case you encounter a Beacon in one of our stores and have enabled location sharing and Bluetooth on your mobile device, the signal of the Beacon may trigger specific functionality in your app. The Beacon functionality that we currently use is providing you with push messages (e.g. a local voucher) or we may link the receipt of the Beacon signal by the app to link your visit to the store to your online activity.

In our stores, we may conduct Wi-Fi tracking to monitor visits to our store and in store movement of customers. Wi-Fi tracking is also used to monitor window display conversion, e.g. the number of people that watch the window display of the store go into the store. Wi-Fi tracking makes use of the unique identifier of your device, such as a MAC address. Due to the fact that this kind of data is converted to an alternative format upon receipt, we cannot track you as a unique visitor. If we use Wi-Fi tracking in our store, this will be indicated with a logo in our store or on the window.

When you use our in-store free Wi-Fi (in the stores that offer this option) we collect your MAC address as well as information on your browsing behaviour. Free Wi-Fi is only available once your mobile device is registered as being present in our store.

#### *When you opt-in to receive our newsletter or promotional communications or click on a link in an e-mail*

We will collect your e-mail address and/or mobile number. 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.

#### *When you participate in seasonal marketing activities or download and use one of our marketing apps*

Next to our regular mobile app we may provide marketing apps such as the MyTommy and TommyNow app that are meant to create an engagement between you and the relevant PVH brand. To personal data that is collected through these apps the privacy notices of the respective apps apply. The same goes for personal data collected by us in the context of seasonal marketing campaigns.

#### *When you actively communicate on us or our brands on social media*

If you actively communicate on us or our brands on social media, we collect a copy of your communication. In order to enable us to do so we contracted a third party for the provisioning of social listening services. This effectively means that if you send a tweet with the #TommyHilfiger we will retain a copy of the tweet.

### 3. OUR DIGITAL MARKETING ACTIVITIES

Based on your on- and offline purchase history and your behaviour on website, app and chatbot(s), we will set-up and maintain your personal digital marketing profile. We can also try and infer data regarding you as a person by matching your data profile with customers that have a similar profile.

We use your digital marketing profile and customer look-alike profile to target a similar audience of consumers to make sure that we only show you advertisements that will most likely suit your personal taste. This is called targeted advertising. The more successful we are in targeted advertising, the higher our (prospective) customer satisfaction.

In order to support our targeted advertising we make use of a Data Management Platform, DMP. A DMP is a third party platform that processes data that is derived from your online behaviour on our website, apps and the way you react to advertisement to come to insights that can help us create relevant targeted advertising. The platform links data that is derived from your online behaviour on our website through an online identifier especially created for the purpose of supporting us for this purpose and to be as relevant as possible. The identifier enables us to individualise your behaviour.

Although the DMP profile exists in parallel to your personal digital marketing profile, we do export information from the DMP to your personal digital marketing profile and vice versa. We can furthermore complete and amplify your DMP profile with data from third party DMPs or by adding data from data vendors. For instance, data regarding the weather can be added to the DMP, helping us to show advertisements on items that are appropriate to your local weather. These second and third party data sources change regularly. If you would like to know what data sources we use in the DMP at any given point in time please send a request to the e-mail address indicated at the bottom of this privacy notice.

Targeted advertising achieved by using your data as explained, may result in us showing specific (targeted) advertisements on Facebook, Google properties, online properties of so-called affiliate parties and other online locations. We may also use retargeting to show you a targeted advertisement on a third-party website that is linked to an event on our website or app, for example your failure to complete a specific purchase. Our advertisements may also lead to the addition of your personal data to advertising profiles that third parties maintain about you. Facebook, Google and other online actors can independently register your use of our advertisements.

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. Please note that this is only possible if you have a personal account.

#### 4. FOR WHICH PURPOSES DO WE PROCESS YOUR PERSONAL DATA?

Your personal data will be processed for the following purposes:

- a) To fulfil your orders, this includes answering your queries on the phone, via post, via e-mail or online via chat;
- b) To validate whether your personal data is not associated with fraudulent credit card usage or excessive credit card charge backs;
- c) To provide effective targeted advertising to you. Effective targeted advertising is advertising optimized to your (inferred) personal preferences. Targeted advertising includes both online advertisements and advertisements in direct marketing communications;
- d) If you have opted-in and thus agreed to receive these; send direct marketing messages to you and monitor your interaction with these messages;
- e) To further improve the functionality and the responsiveness of our chatbot(s);
- f) To perform social listening. Social listening is performed to enable us to have a general view of the opinion of people about us and our brands and to get an idea of relevant online influencers;
- g) To administer the membership of our loyalty program;
- h) To compose future item collections that meet your requirements and those of other customers;
- i) To fulfil our legal obligations, for example our financial bookkeeping obligations;
- j) To improve your user experience i.e. provide clear information, guidance to complete purchase etc.;
- k) To service personalized content (e.g. product, size recommendations) across Tommy Hilfiger platforms
- l) To provide high level of service, so when you contact us we can support you with reference to your interactions with the brand;
- m) To enable the technical and functional management of our websites and our app (including maintaining information security), for example by identifying parts of the websites that have a low latency;
- n) All of the above also applies to small businesses.



## 5. WHAT PROCESSING GROUNDS DO WE UTILIZE?

The way we process data is based on four processing grounds: (i) the performance of the purchase agreement between you and us for one or more items, (ii) to perform one or more of our legal obligations, (iii) your consent and (iv) our legitimate interest. These processing grounds may be combined whenever appropriate. When we request your consent, you may withdraw it at any time. The legitimate interests that we pursue is our interest to sell more items to you and make sure that these items are to your liking. For instance, when we validate whether your personal data is not associated with fraudulent credit card use or excessive credit card charge backs, this is because we want to avoid delivering an item to you without receiving the purchase price in return. Also social listening is performed to enable us to have a general view of the opinion of people about us and our brands and to get an idea of relevant online influencers.

If you fail to provide the obligatory data we request from you in the context of a purchase, the consequence of such failure is that the purchase cannot be completed.

## 6. 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, your personal data can be accessed by our external service providers, including our parent company (PVH corp.) in the United States. PVH Corp. provides us with IT services, hosting services, digital advertising services and other services we need to be able to run our business. All third parties that we work with, that have access to your personal data, are subject to data processing agreement(s) that guarantee(s) that this data is exclusively processed for the purposes listed above.

If specifically required, by applicable law we may provide your personal data to regulatory authorities, police, justice department, fiscal authorities and other authorities assigned with investigative powers pursuant to applicable law.

## 7. 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 used our app. After this two (2) year period we will only retain specific data that needs to be retained pursuant to a legal obligation of ours, e.g. records such as an invoice or a payment record.

In case you've opted-in to receive direct marketing communications from us, the data that we need to send you these communications will continued to be used (processed) by us until you opt-out from receiving them.

If you have an account, you can always request that we delete the account and its contents. You can do so by sending an e-mail to the e-mail address listed below.

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

Yes, your personal data may be transferred outside of the European Economic Area to the United States to our parent company and to one or more of our other service providers. This transfer is required to enable you to visit our website(s), make an online purchase with us and for back-up purposes. Currently our website(s) are hosted in the United States. When we transfer, this transfer will be made subject to a legally approved adequacy mechanism like EU Model Clauses or the data importer will be certified pursuant to the EU-US Privacy Shield Treaty. This will ensure that your personal data receives a level of protection that is similar to the protection provided under European data protection legislation.

## 9. YOUR RIGHTS

You have the right to access your personal data that we collect and process and may request from us that we rectify or erase personal data or restrict the processing of your personal data or object to the processing. In

addition, you have the statutory right to file a complaint with a competent data protection authority.

You can exercise your rights towards us by sending an e-mail to the contact e-mail address listed below. We note that we will only oblige an exercise of rights by customers that have an (Club) account. For other non-registered customers, we are not able to verify your entitlement to the personal data to which your exercise of rights relates to.

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

#### 10. OUR CONTACT DETAILS

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

Legal department

Stadhouderskade 6

1054 ES Amsterdam

The Netherlands

For any request related to this Privacy Notice:

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

Online form: [pt.tommy.com/CustomerService-ContactUs](http://pt.tommy.com/CustomerService-ContactUs)

Phone: 00800 – 86669445

For any request related to MYTOMMY, please contact:

MYTOMMY customer service

Email: [support@mytommy.club](mailto:support@mytommy.club)

Phone number: 088-588 9100

## *Annex 2*

#### RETURN INFORMATION

All products purchased on the Website may be returned, without giving any reason, within the following time frame at your own risk. Within 60 days after the day on which the product(s) come into your physical possession (or into the possession of a third party other than the carrier and indicated by you), you need to (i) inform us of your intention to return the product(s) following the instructions below; and (ii) physically return such product(s) to us. If you return the product(s) by mail, you will have returned the products on time if you have delivered the product(s) at the post office or to the carrier within the aforementioned 60 days period.

To exercise your right of withdrawal, you must inform us:

#### **Tommy Hilfiger stores**

**John Hicksstraat 2-4**

**5928 SJ Venlo NL**

Telephone: 00800 – 86669445\* Mon - Fri 09.30 - 18.00

\*Toll free number

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

of your decision to withdraw from your order by an unequivocal statement (e.g. a letter sent by post, fax or e-mail). You may use the attached model return form ([Annex 3](#)) that can be found online, but it is not obligatory.

To meet the withdrawal deadline, it is sufficient for you to send your communication concerning your exercise of the right of withdrawal before the withdrawal period has expired.

#### EFFECTS OF WITHDRAWAL

If you withdraw from your order, we will reimburse to you all payments received from you, including the costs of standard delivery and eventual administration fees, without undue delay and in any event not later than 14 days from the day on which we are informed about your decision to return products. We may however withhold reimbursement until we have received the products back or until you have supplied evidence of having sent back the products, whichever is the earliest. We will carry out such reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of such reimbursement. Costs of delivery will not be reimbursed in case you withdraw only part of your order.

You will return the products or hand them over to us, without undue delay and in any event not later than 14 days from the day on which you communicate your withdrawal from this contract to us. The deadline is met if you send back the products before the period of 14 days has expired.

We will bear the cost of returning the products. You are only liable for any diminished value of the products resulting from the handling other than what is necessary to establish the nature, characteristics and functioning of the products.

For more information on how to return your order, please click [here](#).

## *Annex 3*

### RETURNS LABEL

**Invoice address**

**Delivery Address**

Customer Number: \_\_\_\_\_ Invoice Number: \_\_\_\_\_ Invoice Date: \_\_\_\_\_

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Pos.	EAN	Reason	Item number/Size
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Please fill in the reference number of the return reason for the article(s) you are returning.

## **Return reasons**

- (1) No reason
- (2) Does not fit
- (3) Looks different than online
- (4) Several sizes ordered for selection
- (5) Several items ordered for selection
- (6) Claim
- (7) Quality issue
- (8) Other reasons:

## **For free returns please follow these steps:**

1. Please complete this form and include it in your parcel
2. Attach the supplied address sticker on your parcel. Please make sure it covers the old label.
3. Visit <https://gls-group.eu/> or <http://www.parcelforce.com/> to track and trace your parcel using the tracking number on the sticker.

## **Please note that the following conditions apply for returns:**

Make sure that you returned articles are complete, unworn, unwashed, include the product label

and are in their original packaging. Articles must be returned within 14 days of receipt of your order.

Please be aware that not all articles can be returned. For more info, please visit our [customer service page](#).

# *Annex 4*

## GIFT CARD POLICY

1.1 Tommy Hilfiger Gift Cards are available for purchase on the European Tommy Hilfiger online shops at [www.tommy.com](http://www.tommy.com). They can only be used online on the European Tommy.com online shops.

1.2 Gift Cards are available in several designs and you can write a personalized message to go with the Gift Card. Tommy Hilfiger does not accept responsibility for the content of your personalized message and reserves the right not to include your personalized message if it is deemed inappropriate.

1.3 Gift Cards can be purchased for any value in Euros and Pounds Sterling only, with a minimum of £15/€15 and a maximum of £600 /€ 600 on the following websites: <http://de.tommy.com>, <http://at.tommy.com>, <http://nl.tommy.com>, <http://fr.tommy.com>, <http://uk.tommy.com>, <http://be.tommy.com>, <http://it.tommy.com>, <http://es.tommy.com>.

1.4 We deliver Gift Cards free of charge using standard post. If a Gift Card is part of an order together with other Tommy Hilfiger products, please note that the Gift Card will be sent to you separately. You will be notified via email once the Gift Card has been sent to you.

## 2. VALIDITY OF GIFT CARDS

2.1 The Gift Card is valid in Europe only and for a period of 24 months after its last use (use also includes balance enquiries). At the expiry of the Gift Card, any remaining balance will be cancelled and will not be reimbursed in cash or credit.

2.2 The Gift Card cannot be exchanged or returned for cash or credit, except in the countries where the law requires that the Gift Card can be cashed out. Resale of the Tommy Hilfiger Gift Card to third parties is prohibited.

2.3 Gift Cards and their use on the European tommy.com online shops are subject to the general Tommy Hilfiger online terms and conditions of purchase and use and to the privacy policy. Tommy Hilfiger reserves the right to change any of these terms and conditions from time to time without notice. You are deemed to have read the Tommy Hilfiger Gift Card policy as well as the online terms and conditions of purchase and use, which are available [here](#) or from our

Customer Service Center:

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

Via phone: 00800 – 86669445\* 09.30 - 18.00 CET Mon - Fri

\*Toll free number

### 3. SPENDING YOUR GIFT CARD

3.1 A Gift Card cannot be used to purchase another Gift Card.

3.2 The currency of a Gift Card cannot be changed or converted. A Gift Card can only be used for purchases in the countries that use the same currency of the gift card.

3.2 Gift Cards can be combined with other Tommy Hilfiger online promotional offers. At this stage, only one Gift Card can be used per purchase order.

3.3 Where necessary, our systems will convert Euro card balances to Pounds Sterling or vice versa using a regularly updated exchange rate ([www.oanda.com](http://www.oanda.com)).

3.4 One Gift Card only can be redeemed against a purchase order. To use the Gift Card:

- Add your Tommy Hilfiger product(s) to your shopping bag.
- Select "CHECKOUT".
- Select "Pay with a Tommy Hilfiger Gift Card" on the payment step of the checkout.
- Enter all the digit numbers on the back of the Gift Card.
- Scratch off the foil on the back of the Gift Card to reveal the PIN and enter this in the box marked "Gift Card PIN code".
- Select "Apply" (this will allow the system to check that there is enough balance on your Gift Card to cover your order).
- Select the "Continue" button to proceed to the review stage before placing your order.
- Payment will not be processed until after you have reviewed your details, accepted the terms and conditions and selected the "Place order" button.

3.5 The total purchase order is charged against the Gift Card balance (which includes the price of the product(s), sales tax where applicable, and shipping charges). The Gift Card balance will be updated once your purchase order has been processed.

3.6 If the value of products purchased is less than the total value of the Gift Card, any unused balance shall remain on the Gift Card for future purchase orders using the same Gift Card details. If the value of your purchase order is more than the total value of the Gift Card, you will be asked to pay the balance of the purchase order with another payment method.

3.7 Tommy Hilfiger reserves the right to refuse, cancel or hold for review purchase orders paid by Gift Cards in case of suspected fraud, cards mistakenly issued or for other violations of this Gift Card policy.

### 4. RETURNS OF PRODUCTS PAID FOR BY GIFT CARD

4.1 If you return a Tommy Hilfiger product (within the timeframe as indicated in the policies of the online shop) that was paid for with a Gift Card, the Gift Card will be re-credited with the appropriate amount.

4.2 Please ensure that you keep your Gift Card following a purchase order in case you need to return a product since you will need the Gift Card number and PIN code which is displayed on the back of the Gift Card again in order to use any of the refunded amount

#### 5. GIFT CARD BALANCE

5.1 You can check your Gift Card balance at any time by clicking [here](#). Gift Card balance may be checked with a valid Gift Card number and PIN.

5.2 Please note that at this stage, it is not possible to recharge the Gift Cards.

5.3 In case you need more information about the Gift Card, you can send an email to [contact.eu@service.tommy.com](mailto:contact.eu@service.tommy.com).

#### 6. LOST OR STOLEN CARDS

Tommy Hilfiger is not responsible and will not reimburse the Gift Card holder if a Gift Card is lost, stolen, destroyed or used without permission.

## *Cookies notice*

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

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