

## CONNECTED WATCH TRADE-IN – SPECIFIC TERMS AND CONDITIONS

1. The Connected Watch Trade-In program (the “Program”) operated by LVMH Watch & Jewelry USA, Inc. (d/b/a TAG Heuer), 966 South Springfield Ave., Springfield NJ 07081 (“TAG Heuer”, “we” or “us”) in the United States and effective as of September 13, 2021 (the “Effective Date”) provides you with the option to receive a credit in exchange for trading in your current TAG Heuer Connected (the “Current Watch”) from previous generations, subject to the purchase of a new TAG Heuer Connected 2020 (serie SBG8A) (the “New TAG Heuer Connected”). The Program is subject to the terms and conditions below (the “Trade-In Terms”). By participating in the Program, you agree to and are bound by these Trade-In Terms.

2. The Program is not available in all TAG Heuer stores. Please refer to our Connected Watch Trade-In page of our website to find the list of TAG Heuer selected stores where the Program is available. You can also benefit from the Program after you have purchased a New TAG Heuer Connected on our website by following the process set out in paragraph 7.
3. Your Current Watch will be eligible to the Program only if it belongs to one of the following generations:
  - CW46 (serie SAR8A80); Modular 45 (serie SBF8A80); Modular 41 (serie SBF818)

To confirm the eligibility of your Current Watch for the Program, we need to confirm its authenticity and your serial number will therefore have to be perfectly legible. TAG Heuer reserves the right to reject specific watches based on their condition or if their authenticity cannot be confirmed.

4. You will be able to trade in your Current Watch and receive a trade-in credit (the “Trade-In Credit”) toward a purchase of the New TAG Heuer Connected made as from the Effective Date of the Program. The amount of your Trade-In Credit will vary depending on the generation of your Current Watch. **Your Current Watch will not be returned under any circumstances once you have transferred its title and ownership to us under the Program (see also paragraph 6 and paragraph 7).** Please refer to our website or ask a customer advisor in one of our TAG Heuer selected stores where the Program is available for the most up-to-date information on the applicable Trade-In Credit values and the eligible TAG Heuer Connected watches.

5. You need to have a TAG Heuer account to benefit from the Program. If you do not have a TAG Heuer account, we will use the information which you provide us in the course of applying for the Program to set one up for you. We will use the personal information you provide to us in accordance with the terms of our privacy policy, which is accessible at <https://www.tagheuer.com/privacy-policy.html>.

6. **TAG Heuer selected stores:** To benefit from the Program in one of our TAG Heuer selected stores, you must purchase a New TAG Heuer Connected concurrently with the trade-in of your Current Watch. You must bring your Current Watch with you so that our teams can confirm its eligibility and the value of the Trade-In Credit. After successful completion of these steps, provided you are happy to proceed, you will receive your Trade-In Credit toward the concurrent purchase of a New TAG Heuer Connected. The title and ownership of your Current Watch will be transferred to TAG Heuer upon the purchase of your New TAG Heuer Connected with the Trade-In Credit. By participating in the Program and giving us your Current Watch, you represent and warrant that you are the sole legal owner of the Current Watch and you will indemnify TAG Heuer from any claims that the trade in of the Current Watch was not duly authorized or that you were not the legal owner of the Current Watch.

7. **Online:** To benefit from the Program after you have completed your purchase of a New TAG Heuer Connected on our website you will need to contact our Customer Care team within thirty (30) days following completion of your online purchase. Our Customer Care team will provide you with (i) instructions to perform an initial assessment of the eligibility of your Current Watch and of the applicable Trade-In Credit, (ii) instructions and timing requirements for the shipment of your Current Watch to us if the initial eligibility assessment is positive and (iii) a prepaid shipping label which you must use to return your Current Watch. If you return your Current Watch other than via the prepaid shipping label, the shipment will be at your expense. If you do not ship your Current Watch within the time period instructed to you by our Customer Care team, the benefit of the Program will be void and your Current Watch will no longer be eligible for the Trade-In Credit.

Upon receipt of your Current Watch shipped in accordance with our instructions, our Customer Care team will proceed to a final confirmation of its eligibility and of the applicable Trade-In Credit and communicate such confirmation to you. After such confirmation and once the return period applicable to the purchase of your New TAG Heuer Connected has expired (see paragraph 13), the title and ownership of your Current Watch will be transferred to us and paragraph 8 will apply. We will proceed to the payment of the amount corresponding to your Trade-In Credit after the end of the return period applicable to your New TAG Heuer Connected, in the same currency and through the same payment method used for your purchase of the New TAG Heuer Connected. If we conclude that your Current Watch is not eligible to the Program, our Customer Care team will inform you accordingly and we will return your Current Watch to you, at our expense.

8. **By participating to the Program, you understand and agree that once the title and ownership of your Current Watch is transferred to TAG Heuer, TAG Heuer will initiate the disposal process of the Current Watch and will no longer be able to recover it. You disclaim any and all right or title in and to your Current Watch once it has been transferred to us, including the right to collect, as applicable, its value other than the received Trade-In Credit.**
9. You must perform a factory reset and remove all personal information from your eligible TAG Heuer Connected before returning it to us. TAG Heuer shall not be responsible for the disclosure of any private information that has not been removed from your trade-in watch prior to its return.
10. You must use the following methods of payment for the purchase of your New TAG Heuer Connected under the Program: all major debit or credit cards, Paypal (for online purchases only) or wire transfer. Cash payments are also accepted in TAG Heuer selected stores, to the extent permitted by law and by our internal policies. Other methods of payment are not available for a purchase under the Program.
11. Multiple Trade-In Credits cannot be combined for a single purchase of a New TAG Heuer Connected.

12. **Returns – General:** Taking part in the Program does not affect your right to return your New TAG Heuer Connected in accordance with our applicable return policies, subject to paragraphs 4 and 8.
13. **Returns – Online:** For returns of the New TAG Heuer Connected purchased on our website, we will reimburse you the purchase price in the same currency and through the same payment method used for purchase in accordance with our online terms and conditions of sale which can be found on <https://www.tagheuer.com/us/en/legal/terms.html> and the benefit of the Program will be cancelled. If you return your New TAG Heuer Connected during the applicable return period and you have sent us your Current Watch to receive Trade-In Credit, we will return your Current Watch to you at our expense and you will not receive Trade-In Credit.
14. **Returns – TAG Heuer selected stores:** Returns of the New TAG Heuer Connected purchased in TAG Heuer selected stores shall be subject to the applicable return policy of the store where the New TAG Heuer Connected has been purchased. Please ask the customer advisors in your TAG Heuer selected store for additional information on any such return policy).
15. TAG Heuer reserves the right to exclude from the Program certain models or editions of the New TAG Heuer Connected collection, at its discretion.
16. The Program is only available to consumers who will purchase the New TAG Heuer Connected for domestic and private use. The purchase of a New TAG Heuer Connected with the intention of reselling it is strictly prohibited under the Program.
17. The Program cannot be combined with any other promotions, discounts or offers unless specifically provided for in the terms and conditions of such offers.
18. TAG Heuer reserves the right to terminate, adapt or amend the Program, including the Trade-in Credit values, the eligibility criteria, the trade-in conditions and the Trade-In Terms at any time.
19. The Program eligibility or the Trade-In Credit offered by TAG Heuer are not transferrable to any person other than you, as the owner of a Current Watch or an eligible TAG Heuer Connected.
20. TAG Heuer reserves the right to decline or cancel your participation in the Program, if we believe that your participation is pursuing an illegal or fraudulent purpose.
21. Each of the paragraphs of these Trade-In Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.
22. Other than as specified in these Trade-In Terms, our standard terms and conditions for the sale of TAG Heuer products will also govern the purchase of your New TAG Heuer Connected. In case of inconsistency or conflict between the Trade-In Terms and our standard terms and conditions, the Trade-In Terms shall prevail.
23. The Program is available only to customers residing in the United States and is not available in other locations.
24. The Trade-In Terms are governed by New York law and the state and federal courts of New York will have exclusive jurisdiction.