

## **Outletcity Club Terms and Conditions**

Version: 4<sup>th</sup> August 2026

### **1. General Information**

#### **1.1 The Outletcity Club is operated by**

OUTLETCITY AG  
Hugo-Boss-Platz 4  
72555 Metzingen

Tel.: +49 (0)7123 92340

Email: [service@outletcity.com](mailto:service@outletcity.com)

(“OUTLETCITY”).

**1.2** The Outletcity Club offers Members the opportunity to earn points for the purchase of products and services at Outletcity Metzingen, in the OUTLETCITY Online Shop at [outletcity.com](https://outletcity.com) (including the purchase of products and services from Global-e NL B.V., Krijn Taconiskade 430, 1087 HW Amsterdam, The Netherlands via the OUTLETCITY Online Shop) and/or from affiliated partner companies within OUTLETCITY (collectively “Partners”). By accumulating qualifying status points, the Member reaches the status levels described in section 3. The requirements and benefits of the individual status levels are listed in the [benefits overview](#). A list of current partners can be found [here](#).

**1.3** These Outletcity Club Terms and Conditions (“**Club Terms and Conditions**”) apply to the contractual relationships and all quasi-contractual relationships between Members of the Outletcity Club and consumers who wish to become Members of the Outletcity Club (in both cases “**Member**”) and OUTLETCITY in relation to the Outletcity Club. For the purchase of goods or services in the OUTLETCITY Online Shop, the [OUTLETCITY General Terms and Conditions](#) apply to buyers from Germany, Austria or Switzerland, and the Terms of Sale of Global-e NL B.V., Krijn Taconiskade 430, 1087 HW Amsterdam, The Netherlands apply to all other buyers.

- 1.4 OUTLETCITY reserves the right to amend the Outletcity Club Terms and Conditions, in particular to adapt them to future legal and technical developments.
- 1.5 If OUTLETCITY amends the Outletcity Club Terms and Conditions in accordance with section 1.4, changes that are legally advantageous or neutral for Members shall take effect immediately. All other changes shall be communicated to the Member in writing no later than two months before they take effect. The Member's consent to the changes shall be deemed to have been given unless they object to OUTLETCITY in writing within a period of one month. The date of dispatch shall be decisive. OUTLETCITY shall remind the Member of the significance of their conduct once the period begins. If the member objects, Outletcity may terminate the membership contract attached hereto in section 8.2.
- 1.6 If the amendments under section 1.4 relate to services provided by OUTLETCITY, OUTLETCITY may only implement them if they are reasonable for the Member, taking into account the interests of OUTLETCITY. In particular amendments that do not reduce the value or validity of reward points and status benefits are deemed reasonable for the member.

## **2. Registration for the Outletcity Club**

- 2.1 Any person of legal age and with full legal capacity may become a Member of the Outletcity Club in their capacity as a consumer (§ 13 of the German Civil Code (BGB), regardless of their place of residence. However, any person whose contract for membership of the Outletcity Club has been terminated by OUTLETCITY in the past due to culpable conduct on the part of that person is excluded from renewed membership of the Outletcity Club. Furthermore, there is no legal entitlement to membership of the Outletcity Club.
- 2.2 Membership of the Outletcity Club is free of charge.
- 2.3 Registration as a Member of the Outletcity Club is a multi-step process. Online registration for the Outletcity Club is available to those registering for the first time ("new customers"). During the registration process at [outletcity.com](https://outletcity.com), the new customer must enter the personal details requested in the form fully and correctly. OUTLETCITY shall then send the new customer a one-time confirmation code to the

email address provided by the new customer during registration. The new customer must enter such confirmation code into the designated input field on the website and confirm it. When a new customer registers via the Outletcity App, OUTLETCITY sends the new customer also a one-time confirmation code to the email address provided during registration. The new customer must enter and confirm this confirmation code in the Outletcity App. If the new customer registers using their social media login details, OUTLETCITY will open a personal points account for the new customer immediately upon completion of registration, attached hereto in section 2.4.

- 2.4 Upon completion of registration for the Outletcity Club, OUTLETCITY will open a personal points account for the Member. The Member will be informed of this by email. The contract between the Member and OUTLETCITY is concluded upon receipt of this email.
- 2.5 The Member is obliged to keep the login details for their points account confidential and to take precautions to protect access from third parties. If the Member becomes aware of any unauthorised use of their points account by third parties, they must inform OUTLETCITY immediately.
- 2.6 In the event of any changes to the personal details provided during the Outletcity Club registration process, the Member shall immediately notify OUTLETCITY of their new details. To this end, the Member may also amend their details at any time via their customer profile or through OUTLETCITY's Customer Service.
- 2.7 The Member may check and amend their details at any time during the Outletcity Club registration process.
- 2.8 If a person already has a customer account with OUTLETCITY in the Online Shop, they shall register for membership of the Outletcity Club by agreeing to the new Club Terms and Conditions before completing an order for goods in the Online Shop or by other means.
- 2.9 Each Member may hold a maximum of one (1) points account, i. e. may only be a Member of the Outletcity Club once.

### **3. Status level**

- 3.1 The Outletcity Club distinguishes between four membership tiers: Starter, Silver, Gold and Platinum. A Member's status is determined by their turnover (and, where applicable, status points earned through special promotions as attached hereto in section 4.1 to 4.4) over the last 12 months and remains valid for 12 months from the date it is achieved, provided that a higher status is not attained during this period.
- 3.2 Members who achieve a higher status remain in that higher status for 12 months starting from the date on which they achieved it. Only at the end of this period will OUTLET CITY reassess the status based on the status-qualifying points generated within the preceding 12 months.
- 3.3 The status points required for each status level and the benefits associated with a status are set out in the [benefits overview](#).
- 3.4 Members can view their status points balance online in their points account at any time.
- 3.5 Notwithstanding section 3.1 sentence 2, each Member shall retain, for a period of 12 months, at least the status level they held on to 3<sup>rd</sup> August 2026.

### **4. Earning Status Points**

- 4.1 The number of status points collected through purchases depends on a Member's gross turnover at OUTLET CITY or with one of the [partners](#) listed on the OUTLET CITY website at the time of purchase in Outletcity Metzingen ("turnover"). For every Euro/Swiss franc of turnover, the Member receives one (1) status point, with amounts in Cents or Rappen being rounded up to the nearest whole Euro/Swiss Franc. Status points have no specific monetary value.
- 4.2 To collect status points for the Member's purchases at Outletcity Metzingen as attached hereto in section 4.1, the Member must scan their relevant receipts in the Outletcity App using the "Scan receipt" function. Status points are only earned for such purchases if no more than 14 calendar days have elapsed between the date of scanning and the date of the receipt. The value date for the status calculation or the earning of status points is then the date on which the relevant receipt was scanned.

- 4.3 When a Member makes a purchase in the OUTLETCITY Online Shop (including the purchase of products and services from Global-e NL B.V., Krijn Taconiskade 430, 1087 HW Amsterdam, The Netherlands via the OUTLETCITY Online Shop), the value date for the calculation of status or the accrual of status points is the date on which the Member clicked the “Buy Now” button in the Online Shop to purchase the relevant goods or services.
- 4.4 OUTLETCITY or individual partners may, at their discretion, exclude goods or services from the awarding of status points. The Member will be notified of this in advance in each individual case.
- 4.5 OUTLETCITY or individual partners may award additional status points during special promotions for certain goods or on a special occasion. The acquisition of these status points is subject to the additional terms and conditions published by OUTLETCITY or the respective partner for the specific promotion in question via the relevant communication channels (including the Outletcity App, website, flyers, etc.). Unless otherwise specified in the description of the special promotion, multiple special promotions cannot be combined.
- 4.6 Status points will be retroactively cancelled if the underlying legal transaction is reversed (e. g. withdrawal, cancellation), there has been an incorrect booking, or the Member’s or a third party’s improper conduct has caused the respective points balance. If the Member has already availed themselves of benefits granted on the basis of an incorrectly assigned status level, they must, upon OUTLETCITY’s request, reimburse these benefits, provided they can be quantified in monetary terms.

## **5. Reward Points**

Reward points can no longer be collected from 4<sup>th</sup> August 2026. Reward points collected by a Member up to 3<sup>rd</sup> August 2026 may be redeemed in accordance with [OUTLETCITY’s General Terms and Conditions](#).

## **6. Prohibited Actions**

- 6.1 The following actions are prohibited:

- (i) The use of Outletcity Club membership for commercial purposes.
- (ii) Manipulating the reward points balance or status points balance in any way.
- (iii) The automated registration or creation of a points account, including through the use of scripts, robot, spider, crawler or scraper services.
- (iv) Having status points credited to your account even though they were actually earned by a third party.
- (v) Using the free parking at Outletcity Metzingen, granted as part of the respective status under section 3, for purposes other than shopping at Outletcity Metzingen.

6.2 The points account and the status or reward points shown therein are non-transferable, unless OUTLETCITY has consented to the transfer in advance.

## **7. Duration of the Outletcity Club**

OUTLETCITY plans to operate the Outletcity Club on a permanent basis. However, Members have no legal entitlement to this. OUTLETCITY expressly reserves the right to discontinue the Outletcity Club in whole or in part, subject to two months' notice. A Member's reward points may, however, be redeemed in accordance with the terms and conditions attached hereto at the time they were earned, even in the event of the Outletcity Club being discontinued in whole or in part.

## **8. Termination of Outletcity Club Membership**

8.1 The Member may terminate the contract regarding membership of the Outletcity Club at any time, without giving reasons and with immediate effect, by giving notice to OUTLETCITY. In the event of ordinary termination by the Member, their status points and reward points shall lapse upon the termination taking effect.

8.2 OUTLETCITY may terminate the Outletcity Club membership agreement at any time, without giving reasons, subject to four weeks' notice to the end of the month. Any remaining reward points may be redeemed for up to six months after the

termination takes effect, as attached hereto in the [General Terms and Conditions of OUTLETCITY](#).

- 8.3 The right of either party to terminate the contract for cause remains unaffected.
- 8.4 If OUTLETCITY terminates the contract extraordinarily due to culpable conduct on the part of the Member, their status points and reward points shall lapse upon the termination taking effect.
- 8.5 If the Member terminates the contract extraordinarily due to culpable conduct on the part of OUTLETCITY, they may redeem their reward points in accordance with the provisions attached hereto in [OUTLETCITY's General Terms and Conditions](#).
- 8.6 Terminations must generally be in writing to be valid. If a separate button for termination ("termination button") is available, termination may also be effected by clicking this termination button, subsequently completing the form that then opens, and submitting the information entered.

## **9. Liability**

- 9.1 In cases of intent and gross negligence – regardless of the legal basis – OUTLETCITY shall be liable for damages.
- 9.2 In cases of simple negligence, OUTLETCITY shall only be liable for breach of a material contractual obligation, limited to compensation for foreseeable, typically occurring damage. A material contractual obligation is a obligation, the fulfilment of which is essential to achieving the purpose of the contract and on the fulfilment of which the Member may reasonably rely.
- 9.3 The limitation of liability under section 9.2 shall not apply to damages resulting from injury to life, limb or health. Furthermore, it shall not apply in the event of fraudulent concealment, in the case of a guarantee exceptionally assumed by OUTLETCITY, or in the case of claims under the Product Liability Act.
- 9.4 Where OUTLETCITY's liability is excluded or limited, this also applies to the personal liability of its employees, agents and vicarious agents.

## **10. Right of Withdrawal**

10.1 Every Member is entitled to the right of withdrawal set out below:

### **Cancellation Policy**

#### **Right of Withdrawal**

You have the right to withdraw from this contract within fourteen days without giving any reason. The withdrawal period is fourteen days from the date of conclusion of the contract.

To exercise your right of withdrawal, you must inform us (OUTLETCITY AG, Hugo-Boss-Platz 4, 72555 Metzingen, email: [service@outletcity.com](mailto:service@outletcity.com), telephone: in Germany on +49 (0)7123 1789978, in Austria on +43 (0)720 882390 and in Switzerland on +41 (0)43 5087740) by means of a clear statement (e.g. a letter sent by post or an email) of your decision to withdraw from this contract. You may use the attached model withdrawal form for this purpose, although this is not mandatory. You may also exercise your right of withdrawal online at [www.outletcity.com/en/metzingen/my-account/](http://www.outletcity.com/en/metzingen/my-account/). If you use this online function, we will immediately send you confirmation of receipt on a durable medium (e.g. by email) containing information on the content of the withdrawal notice, as well as the date and time of its receipt.

To meet the withdrawal deadline, it is sufficient for you to send your notification of exercising your right of withdrawal before the withdrawal period expires.

#### **Consequences of Withdrawal**

If you withdraw from this contract, we shall reimburse you for all payments we have received from you, including delivery costs (with the exception of any additional costs arising from your choice of a type of delivery other than the cheapest standard delivery offered by us), without delay and at the latest within fourteen days of the day on which we receive notification of your withdrawal from this contract. We will use the same means of payment for this refund as you used for the original transaction, unless expressly agreed otherwise with you; in no event will you be charged any fees in connection with this refund.

If you have requested that the services commence during the withdrawal period, you must pay us a reasonable amount corresponding to the proportion of the services already provided up to the time you notify us of your exercise of the right of withdrawal in respect of this contract, compared to the total scope of the services provided for in the contract.

10.2 The Member may also exercise their right of withdrawal online by clicking on the button labelled "Cancel Club Membership" in the "My Account" section. If the



Member uses this online function, OUTLETCITY shall immediately send the Member a confirmation of receipt on a durable medium (e.g. by email) containing information on the content of the withdrawal notice, as well as the date and time of its receipt. Furthermore, the Member may use the form below to exercise their right of withdrawal. However, neither of these is mandatory.

#### **Model Withdrawal Form**

(If you wish to withdraw from the contract, please complete this form and return it.)

To

OUTLETCITY AG

Hugo-Boss-Platz 4

72555 Metzingen

Email: [service@outletcity.com](mailto:service@outletcity.com)

I/we (\*) hereby withdraw from the contract concluded by me/us (\*) for the purchase of the following goods (\*)/the provision of the following service (\*)

Ordered on (\*)/received on (\*)

Name of the consumer(s)

Address of the consumer(s)

Collection point for the goods (if different from the consumer's address)

Signature of the consumer(s) (only for paper notifications)

Date

(\*) Delete as appropriate

## 11. **Other**

- 11.1 Should any individual provisions of these Club Terms and Conditions be or become wholly or partially void or invalid, this shall not affect the validity of the remaining provisions.
- 11.2 For membership of the Outletcity Club, OUTLETCITY processes Members' personal data in accordance with OUTLETCITY's [Privacy Notice](#).
- 11.3 OUTLETCITY will not store the text of the contract in a form accessible to Members after the points account has been opened. OUTLETCITY does not store the text of the contract but will send these Outletcity Club Terms and Conditions to the Member by email.
- 11.4 The contract is available in German and English.
- 11.5 German law applies, to the exclusion of the UN Convention on Contracts for the International Sale of Goods (CISG) and conflict of laws provisions, unless the Member is a consumer and is resident in an EU Member State. In this case, the law of that EU Member State may apply, provided it is more favourable to the Member.
- 11.6 These Outletcity Club Terms and Conditions apply exclusively to the contractual relationship. OUTLETCITY does not recognise any deviating terms and conditions of the Member, unless OUTLETCITY has expressly agreed to their validity in writing.
- 11.7 Under the Consumer Dispute Resolution Act ("VSBG"), there is a right to alternative dispute resolution before a consumer arbitration board. OUTLETCITY is neither obliged nor willing to participate in such dispute resolution proceedings under the VSBG.