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**SAMSONITE INTERNATIONAL S.A.**

**新秀丽國際有限公司**

*13-15 Avenue de la Liberté, L-1931 Luxembourg*

*R.C.S. LUXEMBOURG: B 159.469*

*(Incorporated in Luxembourg with limited liability)*

**(Stock code: 1910)**

## **NOTICE OF GENERAL MEETING**

**Notice is hereby given that** a general meeting (the “**General Meeting**”) of Samsonite International S.A. (the “**Company**”) will be held at 13-15 Avenue de la Liberté, L-1931 Luxembourg on Wednesday, September 26, 2018 at 11:00 a.m. (CET)/5:00 p.m. (Hong Kong time) for the purposes of considering and, if thought fit, passing (with or without amendments) the following resolutions:

### **ORDINARY RESOLUTIONS**

To consider and, if thought fit, pass with or without amendments, the following resolutions as ordinary resolutions:

1. To acknowledge the resignation of Mr. Ramesh Dungarmal Tainwala as a Director of the Company as at May 31, 2018.
2. “**THAT** a mandate be and is hereby granted to the Directors of the Company to grant awards of restricted share units (“**RSUs**”) pursuant to the Share Award Scheme in respect of a maximum of 8,022,571 new Shares during the period from the passing of this resolution until whichever is the earliest of (a) the conclusion of the next annual general meeting of the Company, (b) the expiration of the period within which the next annual general meeting of the Company is required by the articles of incorporation of the Company or any applicable laws to be held and (c) the date on which the authority set out in this resolution is revoked or varied by an ordinary resolution of the shareholders of the Company in general meeting (the “**Relevant Period**”) and to allot, issue and deal with Shares underlying the RSUs granted pursuant to the Share Award Scheme during the Relevant Period as and when such RSUs vest.”

3. “**THAT** the Share Award Scheme adopted by the Company on September 14, 2012 (as amended) (the “**Share Award Scheme**”) be amended as follows:

(1) the definition of the Board under paragraph 1.1 of the Share Award Scheme shall be amended from:

“**Board** means the board of Directors from time to time or a duly authorised committee of the Board or such other committee as the Board may authorise;”

to

“**Board** means the board of Directors from time to time;”

(2) paragraph 1.1 of the Share Award Scheme shall be amended by inserting the following new definition:

“**Committee** means the remuneration committee of the Board, whose composition shall be determined in accordance with the Listing Rules and shall be comprised of non-executive Directors only, or any other duly authorised committee of the Board comprised of non-executive Directors only;”

(3) references to the “Board” in the definitions of “Disability”, “Exercise Period” and “Vesting Date” and paragraphs 2.2, 3.1, 3.2, 3.5, 4.2, 5 and 6 shall be amended to the “Committee”;

(4) the definition of “Participants” under paragraph 1.1 of the Share Award Scheme shall be amended from:

“**Participants** means the Directors (including executive Directors, non-executive Directors and independent non-executive Directors), the directors of the Company’s subsidiaries, the employees of the Group or any other persons as determined by the Board who the Board considers, in its absolute discretion, have contributed or will contribute to the Group;”

to

“**Participants** means (i) the Directors and/or the directors of the Company’s subsidiaries (provided that on or after September 26, 2018, no further Awards may be granted to non-executive Directors/directors), and/or (ii) the managers employed or engaged by the Group and/or employees of the Group;”

(5) paragraph 5.11 of the Share Award Scheme shall be amended from:

“5.11 Upon the occurrence of any of the events referred to in **paragraphs 5.7 to 5.10**, the number of underlying Shares (if any) which shall vest and the date on which any such vesting will occur shall be determined by the Board in its absolute discretion by reference to factors which may include (a) the extent to which any performance or other conditions to vesting have been satisfied and (b) the proportion of the Vesting Period that has expired, in each case as at the relevant event, and the Company shall notify the Grantee of the date on which and the extent to which his Award will vest, in the case of an Option, the period during which it may be exercised (which period shall not expire after the expiry of the periods for exercising the Options referred to in **paragraphs 5.7 to 5.10** above). If the Board determines that any Award shall vest in part only, the balance of the Award shall lapse.”

to

“5.11 Upon the occurrence of any of the events referred to in **paragraphs 5.7 to 5.10**, the number of underlying Shares (if any) which shall vest and the date on which any such vesting will occur shall be determined by the Committee by reference to factors which shall include (a) the extent to which any performance or other conditions to vesting have been satisfied and (b) the proportion of the Vesting Period that has expired, in each case as at the relevant event, and the Company shall notify the Grantee of the date on which and the extent to which his Award will vest, in the case of an Option, the period during which it may be exercised (which period shall not expire after the expiry of the periods for exercising the Options referred to in **paragraphs 5.7 to 5.10** above). If the Committee determines that any Award shall vest in part only, the balance of the Award shall lapse.”

(6) a new paragraph 5.12 shall be inserted after paragraph 5.11 of the Share Award Scheme:

“5.12 For any Award granted on or after September 26, 2018, in the case of any of the events referred to in **paragraphs 5.7 to 5.9** above (the *Relevant Event*), such an Award shall not vest pursuant to **paragraph 5.7, 5.8 or 5.9** above (as the case may be) but shall be cancelled in consideration for the grant of a new award on terms agreed with the offeror or acquiring company in the Relevant Event, and which the Committee determines is equivalent to the Award which it replaces, provided that if the offeror or acquiring company does not agree to such replacement or if such replacement is not permitted under applicable laws, then Awards will vest or be exercisable (as the case may be) pursuant to **paragraph 5.7, 5.8 or 5.9** above (as the case may be). Such new award may be over amounts of cash or securities, or over shares in the offeror or acquiring company or some other company, and may or

may not be subject to additional or varied vesting conditions as the Committee shall consider reasonable, provided that any such additional or varied vesting conditions shall not be materially more or less challenging to satisfy. The provisions of this Scheme will continue to apply to any new award granted under this **paragraph 5.12** but subject to such amendments as may be necessary, including that references to Shares shall be read as references to the shares, securities or cash amounts over which the new award is granted and references to the Company shall be read as references to a company whose shares or securities are subject to the new award. Notwithstanding any other terms applicable to the new award, the shares, securities or cash amounts underlying the new award shall vest or be exercisable (as the case may be) immediately (provided that the award shall vest or be exercisable (as the case may be) in respect of such number of shares, securities or cash amounts determined by multiplying the total number of shares, securities or cash amounts underlying the award (based on at-target level achievement of any applicable performance conditions) by the Relevant Proportion (as defined below)) upon the occurrence of any of the following events during the 24-month period following the Relevant Event:

- (a) involuntary termination of the Grantee's employment or service by his/her employer without Cause; or
- (b) voluntary termination of the Grantee's employment or service for Good Reason. For the purpose of this **subparagraph (b)**, *Good Reason* shall have the same meaning as the defined term, if any, contained in any written employment agreement between the Grantee and the Company, and if there is no such agreement or defined term, then *Good Reason* shall mean the occurrence of any of the following without the Grantee's express written consent: (i) a material reduction of the Grantee's authority, duties or responsibilities, provided that a material reduction in title, duties or responsibilities solely by virtue of the Company being acquired and made part of a larger entity shall not constitute Good Reason; (ii) a material reduction by the Company or relevant member of the Group in the Grantee's base salary (other than a general reduction in base salary that affects all similarly situated executives in substantially the same proportions) and annual target bonus opportunity; or (iii) the required relocation of Grantee's primary geographic work location by more than 35 miles (unless such relocation does not have a material impact on the Grantee's commute), provided that no event described herein shall constitute Good Reason unless (A) the Grantee has given the Company or relevant member of the Group written notice of termination setting forth the conduct that is alleged to constitute Good Reason within 90 days of the first date on which the Grantee has knowledge of such event or conduct, and (B) the Grantee has provided the Company or relevant member of the Group at least 30 days following the date on which such notice is provided to cure such conduct and the Company or relevant member of the Group has failed to do so.

For the purpose of this **paragraph 5.12**, *the Relevant Proportion* is determined by dividing (x) the number of days elapsed from the date of commencement of the Vesting Period to the date of the termination of the Grantee’s employment under **subparagraph (a)** or **(b)** (both dates inclusive) by (y) the number of days in the Vesting Period.”

(7) paragraph 6.1 of the Share Award Scheme shall be amended as follows:

(i) paragraph 6.1(d) shall be amended from:

“subject to **paragraph 5.7**, the date on which the offer (or, as the case may be, revised offer) closes;”

to

“subject to **paragraphs 5.7** and **5.12**, the date on which the offer (or, as the case may be, revised offer) closes;”

(ii) paragraph 6.1(e) shall be amended from:

“subject to **paragraph 5.8**, the record date for determining entitlements under a scheme of arrangement;”

to

“subject to **paragraphs 5.8** and **5.12**, the record date for determining entitlements under a scheme of arrangement;”; and

(iii) paragraph 6.1(f) shall be amended from:

“the date on which the compromise or arrangement referred to in **paragraph 5.9** becomes effective;”

to

“subject to **paragraph 5.12**, the date on which the compromise or arrangement referred to in **paragraph 5.9** becomes effective;”

(8) the following sentence shall be inserted at the end of paragraph 7.1 of the Share Award Scheme:

“For the avoidance of doubt, any Shares withheld to account for the Exercise Price in accordance with **paragraph 5.5** or tax and social security contributions in accordance with **paragraph 15.5** will be counted for the purpose of determining the maximum aggregate number of Shares which may be issued and/or transferred upon the vesting or exercise of Awards granted pursuant to this Scheme.”

4. “**THAT** subject to the passing of the resolution in paragraph 2 above, (a) the grant of RSUs pursuant to the Share Award Scheme in respect of an aggregate of up to 1,543,402 Shares to Mr. Kyle Francis Gendreau in accordance with the terms of the Share Award Scheme, subject to all applicable laws, rules and regulations and applicable award document(s), be approved and (b) authority be given to the Directors to exercise the powers of the Company under the mandate granted to the Directors to grant RSUs referred to in the resolution in paragraph 2 above to give effect to such grant of RSUs.”
5. “**THAT** subject to the passing of the resolution in paragraph 2 above, (a) the grant of RSUs pursuant to the Share Award Scheme in respect of an aggregate of up to 1,733,586 Shares to the Other Connected Participants (as defined in the circular dated September 3, 2018) in accordance with the terms of the Share Award Scheme, subject to all applicable laws, rules and regulations and applicable award document(s), be approved and (b) authority be given to the Directors to exercise the powers of the Company under the mandate granted to the Directors to grant RSUs referred to in the resolution in paragraph 2 above to give effect to such grant of RSUs.”

By Order of the Board  
**SAMSONITE INTERNATIONAL S.A.**  
**Timothy Charles Parker**  
*Chairman*

Luxembourg, September 3, 2018

*Notes:*

1. All resolutions at the General Meeting will be taken by poll pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “**Listing Rules**”) and the results of the poll will be published on the websites of Hong Kong Exchanges and Clearing Limited and the Company in accordance with the Listing Rules.
2. Any shareholder of the Company entitled to attend and vote at the above meeting is entitled to appoint a proxy to attend and vote instead of him. A proxy need not be a shareholder of the Company. If more than one proxy is so appointed, the appointment shall specify the number of Shares in respect of which each such proxy is so appointed.
3. Any shareholder of the Company whose ownership is either recorded through the Central Clearing and Settlement System (“**CCASS**”) or maintained with a licensed securities dealer (i.e. not directly recorded in his own name in the register of members of the Company) shall only be entitled to vote by providing its instructions to vote to HKSCC Nominees Limited either directly as a CCASS Participant or through its licensed securities dealer and the relevant financial intermediaries. In order to attend and vote at the meeting, any such shareholder shall be appointed by HKSCC Nominees Limited as its proxy to attend and vote instead of him.
4. In order to be valid, the form of proxy must be deposited at the Company’s branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong or at the Company’s registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg not less than 48 hours before the time appointed for the holding of the meeting or any adjournment thereof. Delivery of the form of proxy shall not preclude a shareholder of the Company from attending and voting in person at the meeting and, in such event, the instrument appointing a proxy shall be deemed to be revoked.
5. For determining the entitlement to attend and vote at the above meeting, the register of members of the Company will be closed from Wednesday, September 19, 2018 to Wednesday, September 26, 2018, both dates inclusive, during which period no transfer of shares will be registered. In order to be eligible to attend and vote at the General Meeting, all transfer documents accompanied by the relevant share certificates must be lodged with the Company’s registered office at 13–15 Avenue de la Liberté, L-1931 Luxembourg or with the Company’s branch share registrar in Hong Kong, Computershare Hong Kong Investor Services Limited, at Shops 1712–1717, 17th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong for registration not later than 4:30 p.m. on Tuesday, September 18, 2018 (Hong Kong time).
6. In order to comply with its legal obligations under relevant laws (including, without limitation, the Luxembourg law dated August 10, 1915 on commercial companies as amended, the Luxembourg law dated November 12, 2004 on the fight against money laundering and terrorist financing as amended, any Luxembourg law implementing the Directive (EU) 2015/849 of the European Parliament and of the Council of May 20, 2015 on the prevention of the use of the financial system for the purposes of money laundering or terrorist financing as amended), the Company shall collect (or has collected) and process (or has processed) your personal data as shareholder of the Company.

The Company is the data controller of your personal data.

The Company shall transmit (or has transmitted) your personal data to its services providers (e.g. banks, legal advisors, auditors, domiciliation agent) with whom the Company has entered into a services agreement including the compliance with the applicable laws on data protection (the Luxembourg law on August 2, 2002 on the protection of individuals with regard to the processing of personal data, as amended, and effective as from May 25, 2018, the Regulation (EU) 2016/679 of the European Parliament and of the Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46 EC (General Data Protection Regulation)).



Your personal data will be stored by the Company until your personal data will no longer be necessary for the purposes for which it was collected/processed.

You have the right to request from the Company access to and rectification of your personal data or restriction of processing concerning the data subject or to object to processing as well as the right to data portability.

Please be also aware that, to the extent it is necessary to the management of the Company, and provided that the Company always complies with its legal obligations, the Company may disclose your personal data to, without limitation:

- Company's professional advisors (other than the ones referred to above);
- Governmental bodies; and
- Regulatory and non-regulatory authorities.

Please note that you have the right to lodge a complaint with the Luxembourg supervisory authority (Commission Nationale pour la Protection des Données).

*As of the date of this announcement, the Executive Director is Kyle Francis Gendreau, the Non-Executive Directors are Timothy Charles Parker, Tom Korbas and Jerome Squire Griffith and the Independent Non-Executive Directors are Paul Kenneth Eтчells, Keith Hamill, Bruce Hardy McLain (Hardy) and Ying Yeh.*