



# SWAROVSKI CRYSTAL SOCIETY 2020

## Swarovski Crystal Society Membership General Terms and Conditions

Version January 2020

### 1. General

These General Terms and Conditions ("GTC") govern the Swarovski Crystal Society Program ("SCS Program") with respect to new membership enrollments January 1, 2020 or later, or renewal membership terms beginning January 1, 2020 or later. The Swarovski Crystal Society membership is a joint customer program by Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Principality of Liechtenstein and the respective local Swarovski Company responsible for the members' country of residence with contact details and identification as stated in the application form and available at [www.swarovski.com/crystal\\_society](http://www.swarovski.com/crystal_society) (jointly referred to as "Swarovski"). Swarovski Company responsible for the members' country of residence may be located in another country than members' country of residence. Use of any membership in Swarovski Crystal Society membership ("Membership") at any time subjects the member to the provisions of these GTC, as amended from time to time.

### 2. Benefits

The SCS Program entitles the SCS members for exclusive benefits. Swarovski will communicate Membership exclusive benefits on a regular basis via a communication channel at Swarovski's sole discretion. The list of benefits are always available in any participating store or online in the SCS section of [swarovski.com](http://swarovski.com). The benefits may change from time to time.

### 3. Conditions

- 3.1. For the Member Benefits to apply, the Membership account must be active at the time of purchase/event.
- 3.2. Memberships are for individual use only and are non-transferable.
- 3.3. Members are expected to submit and maintain accurate and current user information in connection with their Memberships. Such information includes name, address, email address, and telephone number. Members can change their account information by (i) updating member profile data through an SCS online account, (ii) requesting an update from a Swarovski store (iii) contacting customer relations at members' country of residence (by phone, email or otherwise) which can be found either in the Membership brochure or online on [swarovski.com/contact](http://swarovski.com/contact). Swarovski cannot assume any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.

### 4. Membership Fee

- 4.1. A (new or renewal) Membership is available for one (1) year or for three (3) consecutive years. The fees for the Membership are set annually and are communicated in members' country of residence either in the Swarovski store or online ([swarovski.com/scs](http://swarovski.com/scs)) or on the order form of the respective country. Swarovski may change the Membership fee or periods at any time, changes will apply only to new and renewal Memberships.
- 4.2. New or renewal Membership fees will be invoiced by Swarovski. Member may elect the applicable payment methods offered. If payment is not received on time, the amount of the fee is still due to be paid by the member (outstanding debt). In such case, Swarovski has the right to suspend the Membership without further notice.
- 4.3. Membership fees are not refundable, except as provided herein.

### 5. Term; Renewal

- 5.1. Each Membership will automatically expire after the Membership term unless the member extends its respective Membership. A renewal within a current Membership term extends the existing expiration date of the Membership by the renewal term; such renewal term begins the day after the current term ends. Swarovski grants the member an adequate grace period (not more than 2 months) after the end date of the Membership term to renew the Membership.
- 5.2. Swarovski will notify the member at the provided email address at least 60 days before the end of the current Membership term informing that the membership will expire, unless the member terminates the Membership by giving Swarovski 30 days' notice before expiration of the current Membership term in accordance with clause 6.1. The members' personal number of Membership will not be used for any other member for 5 years after the end date of the Membership.

### 6. Termination

- 6.1. The membership expires automatically after the Membership current term unless extended by the member.
- 6.2. Swarovski may terminate the Membership, including any associated accounts, if a member commits a breach of these GTC which is not a material breach and has not cured the breach within 7 days of Swarovski asking them to do so; or immediately by notice to the member if the member commits a material breach of these GTCs, or if a member submits materially false or inaccurate user information in connection with the membership. In the event of any such termination, the member will not be entitled to a refund of its Membership fee.

### 7. Disclaimers; Limitation of Liability

- 7.1. Use of the SCS Program and any of its associated benefits is at members' sole risk. The Membership benefits are provided on an "as is" and "as available" basis.
- 7.2. Swarovski makes no warranty that (i) the SCS Program will meet the members' requirements, (ii) the SCS Program will be uninterrupted, timely, secure, or error-free.
- 7.3. Swarovski shall not be liable for any indirect, incidental, special, consequential or exemplary damages, including but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses (even if Swarovski has been advised of the possibility of such damages), resulting from: (i) the use or the inability to use the SCS Program or any benefits thereof; (ii) the cost of procurement of substitute goods and services resulting from any goods, data, information or services purchased or obtained or messages received or transactions entered via the use of the SCS Program; (iii) unauthorized access to or alteration of members' the SCS Program data; or (iv) any other matter relating to the SCS Program.
- 7.4. Some jurisdictions, including the State of New Jersey, do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages. Accordingly, if you live in these states, the above limitations and exclusions do not apply to you.

### 8. Governing Law and Jurisdiction

These GTC, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the seat of Swarovski, without regard to conflict of law principles. Any legal dispute will be subject to the exclusive jurisdiction of the city in which Swarovski has its seat.

### 9. Acknowledgement

These GTC, including all documents referenced herein, represents the entire understanding between Swarovski and any user of the SCS Program with respect to the SCS Program and supercedes any other agreements, statements or representations. Headings used in these GTC are for reference only and shall not affect the meaning of any terms. Any user of any portion of the SCS Program is deemed to have accepted the terms and conditions of these GTC.

### 10. Changes to these GTC

Swarovski may change the terms of these GTC at any time without notice or liability by posting revised Terms and Conditions on the SCS Members' Area on [swarovski.com](http://swarovski.com). The member may view the current version of these GTC at any time on the SCS Members' Area on [swarovski.com](http://swarovski.com). The member may also obtain a copy at any Swarovski Store or by contacting Customer Relations. Swarovski will provide members with 30 days' prior notice of any change that, in Swarovski's reasonable opinion, is materially detrimental to members; in such cases, members may terminate their Membership within 1 month after being notified of the changes and be entitled to a pro-rata refund of the remaining