

Terms of Use for Participating in Swarovski Club

Version 1st of January 2020

PLEASE READ THESE TERMS OF USE CAREFULLY. BY ACCESSING OR PARTICIPATING IN THE SWAROVSKI CLUB, YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE.

1. Application and scope

- 1.1. These Terms of Use apply to your access to, and participation in, the Swarovski Club program ("Swarovski Club" or "Program") which is operated by Swarovski New Zealand Pty. Ltd., Shop 3, 45 Queen Street, Auckland, 1010, New Zealand, and contact point customer_relations.nz@swarovski.com, +64 9 970 3760 ("SWAROVSKI") SWAROVSKI reserves the right to change, modify and/or eliminate Swarovski Club and/or all or any portion of these Terms of Use or any policy, or FAQ, pertaining to Swarovski Club at any time and in its sole discretion. Any changes or modifications will be effective immediately upon posting the revisions to www.swarovski.com/club.
- 1.2. Your participation in Swarovski Club confirms your acceptance of these Terms of Use and any such changes or modifications; therefore, you should review these Terms of Use and applicable policies and FAQs frequently to understand the terms and conditions that apply to Swarovski Club. The latest version of the Terms of Use and the Services are available at www.swarovski.com/club. SWAROVSKI will notify you (at the point of contact provided by the Member) at least 30 days before changes (which in SWAROVSKI's reasonable opinion may be materially detrimental to your rights and obligations) are to take effect. In the event you do not exercise your right of termination under clause 4(1) in case of disagreement with the changes within 30 days of receiving the notice, you shall be deemed to have agreed to such changes. You can always exercise your right of termination under clause 5 (1) in case of disagreement with any changes.
- 1.3. Swarovski Club is intended for personal use only. Commercial use is prohibited. Only individual physical persons that are residents of the age of majority in the country in which SWAROVSKI operates, qualify as end-consumers under the applicable rules, regulations or legislation of that jurisdiction and may, participate in Swarovski Club ("Member" or "you").
- 1.4. All services, offers, content and any other benefits and initiatives, in connection with Swarovski Club ("Services" or "Rewards"), are provided by SWAROVSKI only on the basis of these Terms of Use and only at the participating stores, as indicated by SWAROVSKI from time to time ("Participating Stores"). Participating Stores may include (without limitation) stores operated by SWAROVSKI, SWAROVSKI online store, concession stores, stores operated by sales partners of SWAROVSKI and any other authorized specialist dealers, at SWAROVSKI's discretion. A current list of Participating Stores is available online at www.swarovski.com/club.

2. Joining Swarovski Club

- 2.1 These are the following ways to enroll in Swarovski Club:
 - (a) Complete an application form online at www.swarovski.com/club;
 - (b) Complete an application form that is available at any participating store; or
 - (c) (If applicable) download the Swarovski mobile application to your Android™ or iPhone® device and (electronically) complete an application.
- 2.2. The enrollment process may require that you provide the following information: username, password, email address (mandatory and required in order to receive all eligible Services), mobile phone number, gender, physical address, birthday, name, and marketing preferences.
- 2.3. Please read the **Privacy Policy** for Swarovski Club which is an integral part of these Terms of Use carefully to understand how SWAROVSKI collects, uses and discloses information about

Members and how to update or change your personal information and how SWAROVSKI communicates with you.

2.4. In case of acceptance of your application form by SWAROVSKI, you will get a Swarovski Club personal member number assigned to you and you will receive a digital representation of a Swarovski Club card to the (valid) email address provided to SWAROVSKI upon signup. Your Swarovski Club membership begins with acceptance of your application by SWAROVSKI. Your participation in Swarovski Club is free of charge and does not require any prior purchase.

3. Services

As a Member of Swarovski Club, you may benefit from the Services that SWAROVSKI provides from time to time. These Services may include (without limitation and as an indication only), news and information about Swarovski Club, SWAROVSKI and SWAROVSKI products and services, invitations to (qualifying) Members to take part in special events and promotions, such as the presentation of new products or discounts and other promotions, personalized product information and special offers and/or services, vouchers, access to exclusive content or events, news and updates of relevance for Members. Services may also include personal advice in some of the Participating Stores, where you as a Member may benefit from extended customer advice from the staff member who, if presented with the membership number, is able to access the Member's purchase history and therefore assist you taking into account past purchases. Current Services and their terms are available at www.swarovski.com/club, and also as an Annex to these Terms of Use, which includes the latest version applicable and as it may be communicated to you from time to time through the point of contact provided by you during the enrolment in Swarovski Club form or as updated by you.

4. Member's Obligations

4.1. The personalized Swarovski Club membership number is assigned to you and is not transferrable to third parties. The Services and other benefits of membership to which you are entitled or eligible for are non-transferable.

4.2. You are solely responsible for any damage resulting from any fraudulent misuse of the membership number/account that is caused directly or indirectly by you.

4.3. You are fully responsible for providing and maintaining accurate and complete information regarding your membership, including without limitation contact information such as email address, telephone number and/or physical address. Lack of or incorrect information may lead you not being able to enjoy the Services, at your sole responsibility.

4.4. You will only be entitled to Services on communication of membership number and other information required by SWAROVSKI to verify your identity of and qualify for Services.

5. Termination

5.1. You may terminate your membership with Swarovski Club at any time without observing any period of notice by communicating with SWAROVSKI at the contact points indicated in clause 1(1). Immediately upon termination, all benefits, Services and other elements relating to your membership will be cancelled.

5.2. SWAROVSKI may terminate your membership with Swarovski Club at any time by giving three (3) months' notice.

5.3. SWAROVSKI may also terminate immediately your membership for good cause. Good cause includes, among others, and at SWAROVSKI's discretion, you providing false data to SWAROVSKI, including, but not limited to, invalid contact information, misuse (including fraudulent use) of your membership and/or the Services.

6. Limitation of Liability

6.1. SWAROVSKI shall not be liable to any person for any action taken or neglected to be taken with respect to the Program to the fullest extent permitted by law.

6.2. SWAROVSKI will attempt to send correspondence to active Members to advise them of matters of interest. However, neither SWAROVSKI nor retailers participating as partners in the Program

will be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of entry information, for problems related to any of the equipment or programming associated with or utilized by the Member, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Web site or on-line service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail for whatever reason, except for any liability which cannot be excluded by law.

7. Miscellaneous

- 7.1. No waiver by SWAROVSKI of any of the provisions hereof will be effective unless explicitly set forth in writing. No failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from these Terms of Use shall operate, or be construed, as a waiver by SWAROVSKI; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege by SWAROVSKI.
- 7.2. If for any reason any of these Terms of Use are determined to be illegal, invalid, or otherwise unenforceable by a court of competent jurisdiction, then to the extent that term is illegal, invalid, or unenforceable, it will be severed and deleted from these Terms of Use, and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- 7.3. NEITHER SWAROVSKI NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, DESIGNEES, AGENTS, OR EMPLOYEES MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, IN CONNECTION WITH THESE TERMS OF USE OR SWAROVSKI CLUB OR ANY OF THE REWARDS OR BENEFITS ASSOCIATED THEREWITH, INCLUDING, BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT WHERE SUCH REPRESENTATIONS AND WARRANTIES ARE NOT LEGALLY EXCLUDABLE.
- 7.4. These Terms of Use and all legal relations between SWAROVSKI and you in connection with the Swarovski Club membership shall be subject to the laws of the seat of SWAROVSKI. Any legal dispute will be subject to the exclusive jurisdiction of the city in which SWAROVSKI has its seat.

For questions, inquiries and contact information please refer to clause 1(1).

ANNEX

SWAROVSKI CLUB REWARDS – as per 1st of January 2020

Earning Tier Status

Swarovski Club Rewards are determined based on a minimum purchase value that you reach through your purchases ("Minimum Value"). A 'Purchase' for purposes of Swarovski Club Rewards means each time you use your activated, registered Swarovski Club membership number at Participating Stores in the country of residence where you have a valid membership. Purchases excluded from Minimum Value include: accessories (care and cleaning products); spare parts; repairs services; purchase and redemption of gift cards, purchases made in countries other than your assigned country of residence; Swarovski Crystal Society membership fees and returns.

Swarovski Club Rewards consists of four (4) tier levels depending on the Minimum Value that you accumulate in your account. By registering at Swarovski Club, you will be automatically enrolled in Swarovski Club Rewards at tier level "**Bronze**". Spend at least three hundred fifty Dollars (350 NZD) within the twelve (12) month period following your enrollment date and you will proceed to the tier level "**Silver**". Spend at least nine hundred Dollars (900 NZD) within the twelve (12) month period following your upgrade date and you will proceed to the tier "**Gold**". Spend at least one thousand eight hundred Dollars (1.800 NZD) within the twelve (12) month period following your upgrade date and you will proceed to the tier level "**Platinum**".

Once you attain a tier level, it will remain in effect for twelve (12) consecutive months. After the twelve (12) month period, for you to re-qualify and maintain the same tier level you have attained, you must spend the applicable Minimum Value for the tier level. If you do not spend the Minimum Value in each consecutive twelve (12) month period, your tier status will be adjusted accordingly.

If you return any part of a purchase, the amount of the purchase for such returned portions will be deducted from the Minimum Value accumulated in your Swarovski Club account, and your tier level will be adjusted accordingly.

As soon as you have achieved a certain level within the Swarovski Club, you receive the benefits associated with this level at that time for a period of twelve (12) months. You also receive a one-time tier reward which you can re-qualify to receive again after twelve (12) months.

You can view and track your tier level, tier level balance and available benefits and rewards on www.swarovski.com/club. SWAROVSKI reserves the right to add, change, modify, limit, or cancel program rules, regulations, rewards, reward levels, tier-level benefits and/or qualifications at their sole discretion, anytime with or without notice. This may include increasing levels, or the Minimum Value required for a reward, changing rewards, changing participating stores, eliminating any benefit. This may result in certain rewards not being available.

| | Bronze | Silver | Gold | Platinum |
|---|---------------|------------------------|-------------|-----------------|
| Collection trend & style news | ✓ | ✓ | ✓ | ✓ |
| Invitations to pre-sales | ✓ | ✓ | ✓ | ✓ |
| Birthday voucher 15% (terms and conditions apply) | ✓ | ✓ | ✓ | ✓ |
| Access to exclusive jewellery products | | ✓ | ✓ | ✓ |
| VIP Events | | ✓ | ✓ | ✓ |
| Free standard delivery (where applicable) | | ✓ | ✓ | ✓ |
| Tier reward | | Voucher (20% terms and | Gold Gift | Platinum Gift |

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|--|--|----------------------|--|--|
| | | conditions apply) | | |
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