



## Swarovski Crystal Society Membership General Terms and Conditions

### Modified in January 2018

#### 1. General

These General Terms and Conditions ("GTC") govern the Swarovski Crystal Society Programme ("SCS Programme") with respect to new membership enrollments January 1, 2018 or later, or renewal membership terms beginning January 1, 2018 or later. The Swarovski Crystal Society membership is a joint customer programme by Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Principality of Liechtenstein and the respective local Swarovski Company responsible for the members' country of residence (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 programme 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

- For the Member Benefits to apply, the membership account must be active at the time of purchase/event.
- Memberships are for individual use only and are non-transferable.
- 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

- 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.
- New or renewal Membership fees can be charged and/or debited by Swarovski on the date the term of Membership or renewal begins from the member's bank account or any other applicable payment method, depending what payment method has been chosen or is available in the respective jurisdiction. If a debit fails or 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.
- Membership fees are not refundable.

#### 5. Term; Renewal

- If the member has chosen a fixed term Membership, 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.
- If the member has chosen a Continuous Membership, each Membership will automatically renew for successive new period(s) of one (1) year each, unless the member terminates the Membership by giving Swarovski one (1) month notice before expiration of the Membership. The renewal term of one (1) consecutive year begins the day after the end date of the previous Membership term.
- Swarovski will use good efforts to contact the member before the end of the Membership term. For fixed Membership, 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. A renewal term begins the day after the end date of the previous Membership term. 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

- Depending on the chosen Membership, (a) members can terminate the Continuous Membership at any time with effect of expiration of the term at least one (1) month before the term expires; or (b) for Fixed Membership, the membership expires automatically after the Membership period unless extended by the member.
- Swarovski may terminate the membership, including any associated accounts, without observing a notice period, for any reason in its sole discretion, including without limitation if continued use of such membership would violate any provisions of these GTC, applicable law, or otherwise be harmful to our interests. 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

- Use of the SCS Programme and any of its associated benefits is at members' sole risk. The membership benefits are provided on an "as is" and "as available" basis.
- Swarovski makes no warranty that (i) the SCS Programme will meet the members' requirements, (ii) the SCS Programme will be uninterrupted, timely, secure, or error-free.
- 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 Programme 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 Programme; (iii) unauthorised access to or alteration of members' the SCS Programme data; or (iv) any other matter relating to the SCS Programme.
- Some jurisdictions do not allow the exclusion of certain warranties or the limitation or exclusion of liability for incidental, consequential or other damages. Accordingly, some of the above limitations and exclusions may not apply.

#### 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 Switzerland, without regard to conflict of law principles. Place of Jurisdiction shall be Zurich, Switzerland.

#### 9. Acknowledgement

These GTC, including all documents referenced herein, represents the entire understanding between Swarovski and any user of the SCS Programme with respect to the SCS Programme and supersedes 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 Programme 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 Crystal Society Data Privacy Policy

Swarovski collects and saves the obligatory data provided on the SCS application form (including but not limited to: title, name and address, e-mail address, bank details, preferences, etc) plus any data provided voluntarily by the SCS Members or the Gift giver on the application form ("Form Data").

In SCS, Swarovski also saves data on Members' purchase history in the form of items purchased (product designation, price), place and time of purchase and membership number.

The purchase history is recorded if the SCS membership number is communicated at the checkout for purchases in stores participating in SCS. The participating stores in SCS comprise stores operated by Swarovski itself, with the possible exception of outlet stores. Certain stores operated by Swarovski sales partners and other authorised specialist dealers as well as the Swarovski online store based in Switzerland also participate in SCS. This overview of participating stores is also available to view online at the store finder on [swarovski.com](http://swarovski.com).

The data stated in this Section is used by Swarovski for the following purposes: If a Member has given Swarovski his or her consent, Swarovski may send the Member further information about Swarovski, product information, services and exclusive offers by e-mail. Based on the Form Data and the purchase history reported by participating stores as well as other information voluntarily disclosed to Swarovski by the SCS Member or the Gift giver, Swarovski may personalise the information sent to the Member so that the Member particularly receives, where possible, information which Swarovski considers interesting for the Member. For this purpose, Swarovski analyses the Form Data collected at the start of membership and, in particular, takes account of the saved information relating to age, sex, interests and preferences, and other information that can be gleaned from the purchase history or has been given to Swarovski by the Member voluntarily at any later time. The central customer database in which all data described in this Section is saved, is operated by a company associated with Swarovski, D. Swarovski KG, Swarovski Straße 30, 6112 Wattens, Austria.

Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Principality of Liechtenstein is the controller under data protection law and ensures compliance with the provisions of data protection law and the requisite security measures in the context of contract data processing. The member acknowledges that all data of the Member given to Swarovski may be shared throughout the Swarovski Group of companies, namely Daniel Swarovski Corporation AG, Alle Landstrasse 411, 8708 Männedorf, Switzerland, Swarovski AG, Dröschstrasse 15, 9495 Triesen, Principality of Liechtenstein, Swarovski Crystal Online AG, Alle Landstrasse 411, 8708 Männedorf as well as the respective distribution companies in the countries, the SCS programme is running.

Swarovski may also disclose the personal data of a SCS member to all participating stores, whether operated by Swarovski or any sales partner or other authorised specialist dealer or associated collaborators and vendors, in all countries SCS is running.

Swarovski may disclose personal data of the SCS member to other third parties that operate the personal data on behalf of and in accordance with Swarovski's instructions (commissioned data processing).

Swarovski guarantees the protection and correct handling of all personal data of the SCS member and only discloses the personal data for the purpose of running the SCS Programme and for the purpose of a seamless and better service of the SCS member, as well as for marketing, advertising, consumer and market analysis, services improvements and new launches and updates from Swarovski and related parties.

The Member acknowledges in addition that Swarovski may merge or enrich any of the members personal data given in the past or the future to Swarovski or any other of the Swarovski Group Companies in order to service the SCS Member better.

Members are entitled at any time to demand information from Swarovski relating to their saved personal data, the recipients or categories of recipients receiving their data, and the purpose for which the data is saved and can do so by contacting Swarovski. In addition, Members may contact Swarovski at any time as stated above in order to update, correct, complete or delete their saved personal data.

As long as the SCS Members have given their consent for their data to be used for advertising purposes, they may revoke this consent with future effect at any time and free of charge by contacting [customer\\_relations.gb@swarovski.com](mailto:customer_relations.gb@swarovski.com).

For updates to the information provided in this Data Privacy Policy and, as the case may be, further country-specific mandatory information and mandatory information based on the EU Data Protection Regulation, and for any uncertainties regarding the transfer of personal information overseas, the storage, security of your personal information and other privacy issues that are not explicitly stipulated under this Data Privacy Policy, please refer to the Special SCS Privacy Policies on [www.swarovski.com/scspolicy\\_en](http://www.swarovski.com/scspolicy_en) and the General Privacy Policies on [www.swarovski.com/dataprotection](http://www.swarovski.com/dataprotection) where applicable.

Swarovski, January 2018