

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 North America Limited, One Kenney Drive, Cranston, Rhode Island 02920-4468, USA, and contact point customer_relations.us@swarovski.com, +1 800 426-3088 ("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, FAQ, or guideline 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, policies, FAQs, and the Services are available at www.swarovski.com/club. SWAROVSKI will notify you (at the point of contact provided by you) 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 5(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 (electronically) an application form online at www.swarovski.com/club; or
 - (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 Rewards), gender, physical address, telephone number, birthday, name, and marketing preferences.
- 2.3. Please read the **Privacy Policy** <https://www.swarovski.com/en-US/s-dataprotection/Privacy-Policy/>, 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 may benefit from extended customer advice from the staff member who, if presented with your membership number, is able to access your 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 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 your 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. You will only be entitled to Services on communication of your membership number and other information required by SWAROVSKI to verify the identity of you 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 you, 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. Dispute Resolution by Binding Arbitration and Class Action Waiver

Swarovski encourages you to contact our Customer Service department if you have concerns or complaints about Swarovski Club or Swarovski. Generally, customer complaints can be satisfactorily resolved in this way.

If you are not able to resolve your concern through our Customer Service department, you and Swarovski agree to arbitrate all disputes and claims (including the interpretation and scope of this clause, and the arbitrability of the dispute or claim) between us including, but not limited to, all claims arising out of or relating to any aspect of our relationship, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, that arose either before or during this or any prior Agreement, or that may arise after termination of this Term of Use.

Arbitration is more informal than a lawsuit. Arbitration uses a neutral arbitrator instead of a judge or jury, allows for more limited discovery than in court and is subject to very limited review by courts. Under this Term of Use, arbitrators can award the same individual relief affecting individual parties that a court can award, including damages and an award of attorneys' fees, if the applicable law allows. BY AGREEING TO RESOLVE DISPUTES THROUGH ARBITRATION, YOU AND SWAROVSKI AGREE TO EACH UNCONDITIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY OR COURT (except small claims court). Instead of arbitration, either party may bring an individual action in a small claims court for disputes or claims that are within the scope of the small claims court's authority.

The Federal Arbitration Act governs the interpretation and enforcement of this provision. The arbitration shall be conducted before one commercial arbitrator with substantial experience in resolving commercial contract disputes from JAMS. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the JAMS's rules for commercial arbitration and, if the arbitrator deems them applicable, the procedures for consumer-related disputes. For more information on JAMS, its rules and procedures, and how to file an arbitration claim, you may call JAMS at 800-352-5267 or visit the JAMS website at <http://www.jamsadr.com>. Arbitrations will proceed at a location that the arbitrator selects in the state of your primary residence unless you and Swarovski agree otherwise.

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator's award shall be final and may be enforced in any court of competent jurisdiction. Further, an arbitrator's award and any judgment confirming it shall apply only to that specific case and cannot be used in any other case except to enforce the award itself.

In the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, Swarovski will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation. Swarovski also reserves the right in its sole and exclusive discretion to assume responsibility for all of the costs of the arbitration. However, Swarovski will not pay your share of the arbitration fees if the arbitrator finds that either your claim or the relief sought is frivolous or brought for an improper purpose, as measured by the standards of Federal Rule of Civil Procedure 11(b).

YOU AND SWAROVSKI AGREE THAT ANY CLAIMS BROUGHT BY YOU OR SWAROVSKI WILL BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY AND WILL NOT BE BROUGHT AS A CLASS, REPRESENTATIVE, COLLECTIVE OR PRIVATE ATTORNEY GENERAL ACTION. The arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a class, representative or private attorney general proceeding. You and Swarovski agree to seek only such relief—whether in the form of damages, an injunction, or other non-monetary relief—as is necessary to resolve any individual injury that either you or Swarovski have suffered or may suffer. This requirement that claims be brought in binding arbitration only in an individual capacity and not as a representative, private attorney general or class member ("Class Action Waiver") is non-severable. If the Class Action Waiver is found to be unenforceable, then the entirety of this arbitration provision shall be null and void, with the exception of the next sentence. In the event the Class Action Waiver is found to be unenforceable, any action between you and Swarovski shall proceed in the federal or state courts located in the State of Rhode Island.

Notwithstanding any provision in this Agreement to the contrary, we agree that if Swarovski makes any change to this arbitration provision, you may reject that change and require Swarovski to adhere to the language in this provision. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision. These Terms of Use and all legal relations between Swarovski and you in connection with Swarovski Club 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.

8. Miscellaneous

- 8.1. 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.
- 8.2. 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.
- 8.3. 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.
- 8.4. TO THE FULLEST EXTENT PERMITTED BY LAW (AND EXCEPT WHERE DEEMED VOID BY A COURT OF COMPETENT JURISDICTION IN THE STATE OF NEW JERSEY), NEITHER SWAROVSKI NOR ITS PARENTS, SUBSIDIARIES, AFFILIATES, PARTNERS, DESIGNEES, AGENTS, OR EMPLOYEES WILL BE LIABLE FOR ANY INDIRECT, SPECIAL, PUNITIVE, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND RELATED TO SWAROVSKI CLUB, REGARDLESS OF THE FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, EVEN IF THE POSSIBILITY OF SUCH DAMAGES WAS KNOWN. IN NO EVENT SHALL OUR MAXIMUM AGGREGATE LIABILITY EXCEED THE VALUE OF ANY LOYALTY GIFT OR VOUCHER RECEIVED BY MEMBERS THAT ARE PART OF THE SWAROVSKI CLUB.

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

ANNEX 1

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; and returns.

Swarovski Club Rewards consists of three (3) 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 two hundred fifty US Dollars (250 USD) within the twelve (12) month period following your enrollment date and you will proceed to the tier level "**Silver**". Spend at least six hundred US Dollars (600 USD) within the twelve (12) month period following your upgrade date and you will proceed to the tier level "**Gold**".

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.

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

ANNEX 2

NOTICE OF FINANCIAL INCENTIVES

Pursuant to the California Consumer Privacy Act and implementing regulations, Swarovski offers the following notice of financial incentives provided to consumers as part of the Swarovski Club, including a summary of the financial incentives or price or service difference offered to Swarovski Club members, a description of the material terms of the incentives, the categories of personal information that are implicated, how consumers can opt-in to the Club and obtain the incentives, and how consumers can withdraw from Swarovski Club at any time.

<i>Financial Incentives Program</i>	<i>Summary of Financial Incentive and Material Terms</i>	<i>Categories of Personal Information Implicated</i>	<i>Opting into Financial Incentive</i>	<i>Withdrawing from Financial Incentive</i>
Swarovski Club	<p>Swarovski Club Rewards are determined based on a minimum purchase value that a member reaches through his or her purchases in a 12-month period.</p> <ul style="list-style-type: none"> • No minimum purchases required to reach the “bronze” level and receive the following benefits: collection trend and style news; invitations to pre-sales, and a 15% off birthday voucher. • Spend \$250 within 12 months to reach the “silver” level and receive the following, additional, benefits: access to exclusive jewelry products; invitations to VIP events; and free standard shipping. • Spend \$600 or more within 12 months from reaching the “silver” level to reach the “gold” level and receive the following, additional benefit: loyalty gift. 	<ul style="list-style-type: none"> • Identifiers such as a real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, social security number; driver’s license number, passport number, or other similar identifiers • Categories of personal information described in subdivision (e) of Cal. Civ. Code Section 1798.80 (Any information that identifies, relates to, describes, or is capable of being associated with, a particular individual, including, but not limited to, his or her name, signature, physical characteristics or description, address, telephone number, driver’s license or state identification card number, bank account number, credit card number, debit card number, or any other financial information) • Characteristics of protected classifications under California or federal law (Profile data which is optional: gender and/or age) • Commercial information, including records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies 	Sign up for Swarovski Club online or in-store	Send an email to customer_relations.us@swarovski.com ; or call our customer service team at +1 800 426-3088