

General Terms and Conditions for Participating in Be Swarovski

Version **December** 2018

1. Application and scope

- (1) Swarovski Poland Sp. z o.o., Hrubieszowska Str. 2, 01-209 Warsaw, Poland, and contact point customer_relations.pl@swarovski.com, +423 399 5069 ("SWAROVSKI") operates the customer program Be Swarovski ("Be Swarovski") and is responsible for its management and implementation. Only individual physical persons that are residents of legal age in the country in which SWAROVSKI operates and qualify as end-consumers under the applicable rules, including not registering in Be Swarovski in the course of a trade or in a merchant capacity ("Member"), are able to participate in Be Swarovski. By participating in Be Swarovski, the Member expressly consents to these General Terms and Conditions ("GTC"), as updated by SWAROVSKI from time to time. The current version is available at www.swarovski.com/beswarovski.
- (2) To register for Be Swarovski, the Member must complete an application form that is available at any participating store or online at www.swarovski.com/beswarovski as well as SWAROVSKI's mobile application and (electronically) sign the form with the required information in an accurate and complete manner. Some fields in the application form are mandatory (such as, for example, email address and/or phone number) and the form will not be processed without such information. Details of the collection, processing and use of personal data are described in the Privacy Policy for Be Swarovski, which makes an integral part of these GTC.
- (3) In case of acceptance of the Member's application form by SWAROVSKI, the Member will have a Be Swarovski personal member number assigned to them and will receive a digital representation of a Be Swarovski card to the (valid) email address provided to SWAROVSKI upon signup. The Member's Be Swarovski membership begins with acceptance of the Member's application by SWAROVSKI. Participation in Be Swarovski is free of charge and does not require any prior purchase. All services, offers, content and any other benefits and initiatives, in connection with Be Swarovski ("Services"), are provided by SWAROVSKI only on the basis of these GTC 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/beSwarovski.

2. Services

Members of Be Swarovski 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 Be Swarovski, 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 discount 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 the 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 the Member taking into account past purchases. Current Services and their terms are available at www.swarovski.com/beswarovski, and also as an Annex to these GTC, which includes the latest version applicable and as it may be communicated to Member's from time to time through the point of contact provided by the Member in the application form or as updated by the Member.

3. Member's Obligations

- (1) The personalized Be Swarovski membership number is assigned to the Member and is not transferrable to third parties. The Services earned and other benefits of membership are non-transferable.
- (2) The Member is solely responsible for any damage resulting from his/her fraudulent misuse of the membership number/account.
- (3) The Member is fully responsible for providing and maintaining accurate and complete information regarding membership, including without limitation contact information such as email, phone and/or physical address. Lack of or incorrect information may lead to Member not being able to enjoy the Services, at Member's sole responsibility. Member will only be entitled to Services on communication of membership number and other information required by SWAROVSKI to verify the identity of the Member and qualify for Services.

4. Termination

- (1) The Member may terminate the membership with Be Swarovski at any time without observing any period of notice by communicating with SWAROVSKI at the contact points indicated in clause

- 1(1). Upon termination, all benefits, Services and other elements relating to the membership will be cancelled.
- (2) SWAROVSKI may terminate a Member's membership with Be Swarovski at any time by giving three (3) months' notice.
- (3) SWAROVSKI may also terminate immediately Member's membership for good cause. Good cause includes, among others, and at SWAROVSKI's discretion, Member providing false data to SWAROVSKI, including, but not limited to, invalid contact information, misuse (including fraudulent use) of the membership and/or the Services, lack of capacity to be a Member or long periods of inactivity (such as 2 years or more since the last transaction or use).

5. Changes and updates to the Services and the GTC

SWAROVSKI reserves the right to add, adjust, update, modify or terminate at any time (parts of) the GTC and/or the Services, including, without limitation, to provide the Services for charge in the future. The latest version of the GTC and the Services are available at www.swarovski.com/beswarovski, and as an Annex to these GTC. Members should check periodically the current applicable version. SWAROVSKI will notify Members (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 the Member) are to take effect. In the event the Member does not exercise its right of termination under clause 4(1) in case of disagreement with the changes within 30 days of receiving the notice, the Member shall be deemed to have agreed to such changes. A Member can always exercise its right of termination under clause 4(1) in case of disagreement with any changes.

6. Limitation of Liability

SWAROVSKI will not be liable for any system failure or malfunction of the membership and/or the Services or any consequences thereof. SWAROVSKI accepts no liability for any loss or damages arising from suspension, variation or termination or in any other way relating to the Services and/or the membership, except for any liability which cannot be excluded by law.

7. Miscellaneous

These GTC and all legal relations between SWAROVSKI and the Member in connection with the Be Swarovski 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).

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ANNEX

Current Services – as per **December 2018**

In order to qualify for certain Services, Members need to accumulate minimum purchase values ("Minimum Purchases"). Minimum Purchases take place when Member uses his/her Be Swarovski membership number for qualifying purchases at Participating Stores in the country of residence where Member has a valid membership. Purchases excluded from Minimum Purchases include: accessories (care and cleaning products); spare parts; repairs services; Swarovski Crystal Society membership fees; purchases made in countries other than Member's assigned country of residence; returns. The Minimum Purchases will be calculated on the price paid at the Participating Store(s) within one calendar year. At the end of the calendar year, the Minimum Purchases value will be reset at 0.

Services

Discount Vouchers and Loyalty Gift Vouchers

Once a Member has reached the Minimum Purchase level indicated below in a calendar year, the Member will be entitled to:

Minimum Purchase in one calendar year	Your reward
PLN 1.000	20% Discount Voucher
PLN 2.000	A Loyalty Gift Voucher

Conditions for Discount and Loyalty Gift Vouchers: Vouchers can only be redeemed once per Member per calendar year. Minimum Purchases are non-cumulative; once a Minimum Purchase is used for one voucher, it cannot be used towards any other voucher. Vouchers may be redeemed at any Participating Store in the assigned country of residence of the Member within three (3) months from the date of issue. Vouchers are personal and not transferrable and are only redeemable when the Be Swarovski membership number is communicated. Vouchers have no cash value. Vouchers include a code that expires with its use. For Discount Vouchers only: they can be exclusively used for full-priced product

purchases, and excludes the following: repairs services; Swarovski Crystal Society membership fees and its annual editions; credit card balance or gift cards; exclusive designer editions; numbered limited editions; Crystal Myriad editions; other artistic custom-made items; Swarovski Optik products; outlet stores; purchases of products on sale or combined with other offers or promotions or any other discount; they may be redeemed in the online store. SWAROVSKI reserves the right to exclude product purchases that are not part of a usual consumer purchase and specifically purchases that appear to be professional or commercial in nature. For Loyalty Gift Vouchers only: while stocks last; limited supplies available. Gift cannot be exchanged or returned.

Birthday Surprise Voucher

Valid 1 month from date of issue. Can be redeemed with any purchase. Not valid with any other offer, lay-bys or purchase orders. While stock last. Limited supplies available.