

# General Terms and Conditions for Participating in Be Swarovski

Version October 2017

## 1. Application and scope

- (1) Swarovski North America Limited, with address at 1 Kenney Drive, US - Cranston, R.I. 02920-4468, USA and contact point [customer\\_relations.us@swarovski.com](mailto:customer_relations.us@swarovski.com) +1 800 426-3088 ("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 who qualify as end-consumers under the applicable rules, ("Member"), are able to participate in Be Swarovski – for purposes of clarification, an individual is not permitted to register for Be Swarovski under a business name. 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](http://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](http://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](http://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](http://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](http://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. Dispute Resolution by Binding Arbitration and Class Action Waiver**

SWAROVSKI encourages the Member to contact our Customer Service department if the Member has concerns or complaints about Be Swarovski or SWAROVSKI. Generally, customer complaints can be satisfactorily resolved in this way.

If the Member is not able to resolve their concerns through our Customer Service department, the Member 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 Agreement. 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 Agreement, 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, THE MEMBER 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, the Member 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 the Member's primary residence unless the Member 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 the Member is able to demonstrate that the costs of arbitration will be prohibitive as compared to costs of litigation, SWAROVSKI will pay as much of the Member's 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 the Member's share of the arbitration fees if the arbitrator finds that either the Member's 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).

THE MEMBER AND SWAROVSKI AGREE THAT ANY CLAIMS BROUGHT BY THE MEMBER 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. The Member 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 the Member 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 the Member 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, the Member may reject that change and require SWAROVSKI to adhere to the language in this provision. By rejecting any future change, the Member is agreeing that the Member will arbitrate any dispute between us in accordance with the language of this provision. 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.

**7. Miscellaneous**

- (1) These GTC and the Privacy Policy set out the entire agreement and understanding between SWAROVSKI and the Member, and shall supersede all previous agreements, representations and arrangements between SWAROVSKI and the Member (either written or oral).
- (2) 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 GTC 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.
- (3) If for any reason any of these GTC 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 GTC, and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
- (4) 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 GTC OR THE BE SWAROVSKI PROGRAM 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.
- (5) 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 BE SWAROVSKI, 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 BE SWAROVSKI PROGRAM.

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

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ANNEX  
Current Services – as per 01 October 2017

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 one (1) 20% discount voucher and one (1) loyalty gift voucher, redeemable on the conditions set out below.

Minimum Purchase in one calendar year	Your reward
USD \$300	20% Discount Voucher
USD \$600	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. Member is responsible for all applicable sales tax. For Loyalty Gift Vouchers only: while stocks last; limited supplies available. Gift cannot be exchanged or returned.

### **Birthday Gift Voucher**

Only one voucher for a Birthday Surprise can be redeemed per member. Valid with any purchase until 1 month from date of issue, while supplies last. Voucher may only be redeemed in participating stores in the US or on Swarovski.com, are not transferable and are only redeemable upon identification. Not valid with any other offers or prior purchases. No cash alternative. Birthday Surprise cannot be returned or exchanged. Please address any enquiries relating to Be Swarovski to [customer\\_relations.us@swarovski.com](mailto:customer_relations.us@swarovski.com).