

Swarovski Crystal Society Membership General Terms and Conditions (Modified in April 2024)

- 1. General**

These General Terms and Conditions ("GTC") govern the Swarovski Crystal Society Programme ("SCS Programme") with respect to new membership enrollments April 1, 2024 or later, or renewal membership terms beginning April 1, 2024 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/region of residence (jointly referred to as "Swarovski"). Swarovski Company responsible for the members' country/region of residence may be located in another country/region than members' country/region 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. The benefits may change from time to time.
 - 3. Conditions**
 - 3.1. For the Member Benefits to apply, the membership account must be active at the time of purchase/event.
 - 3.2. Memberships are for individual use only and are non-transferable.
 - 3.3. 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 Service at members' country/region of residence (by phone, email or otherwise) which can be found either in the membership brochure or online on swarovski.com/contact. Swarovski cannot assume any liability for correspondence, mail or e-mail that is lost, delayed, or misdirected.
 - 4. Membership Fee**
 - 4.1. 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/region of residence either in the Swarovski store or online (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.
 - 4.2. 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.
 - 4.3. Membership fees are not refundable.
 - 5. Term; Renewal**
 - 5.1. 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.
 - 5.2. Swarovski will use good efforts to contact the member before the end of the Membership term. 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**
 - 6.1. The membership expires automatically after the Membership period unless extended by the member.
 - 6.2. 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**
 - 7.1. 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.
 - 7.2. 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.
 - 7.3. 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.
 - 7.4. 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. The member may view the current version of these GTC at any time on the SCS Members' Area on swarovski.com. The member may also obtain a copy at any Swarovski Store or by contacting Customer Service.
- Swarovski Crystal Society (SCS) – Data Privacy Policy**
- The following provisions shall be applicable for the processing of data by SWAROVSKI in connection with the customer loyalty program Swarovski Crystal Society (SCS).
- a) Responsible for the Personal Data (Controller):** The PERSONAL DATA in connection with the membership at SCS is processed by two joint controllers, in particular (i) the controller of the respective local Swarovski company which issues the membership according to the application form and which receives the membership fees or, if different, the Swarovski entity to which your membership is assigned, and (ii) the controller of Swarovski Aktiengesellschaft, Dröschstrasse 15, 9495 Triesen, Liechtenstein. The collected personal data will be shared with other companies of the Swarovski Group of companies and certain third parties as described in this Privacy Policy.
 - b) Processing of Personal Data and Source:** Swarovski collects and retains the personal obligatory data provided on the SCS application form (including but not necessarily limited to the title, name, contact details, birth date, pre-existing SCS membership number, language preference, order information, as well as the name, contact details and SCS membership number of the gift giver, where applicable) by the SCS Member him or herself or by the person that buys the SCS Membership as a gift and provides Swarovski with the PERSONAL DATA of the SCS Member ("Form Data"). In addition, Swarovski also collects any Personal Data provided voluntarily by the customer in the online member area or when interacting with us in store, via telephone, email, chat or online: styles/ interests (e.g. in Jewellery and Accessories, Home, Figures and Collectables and/or Watches; Classic style), data related to your appointments, social media accounts (and related information collected through social log-in), wish-list, gender, IP address and online identifiers. Swarovski receives such PERSONAL DATA from the points of sale where the membership is ordered and paid. It assigns to each new SCS Member, a unique membership number, tracks the membership start and renewal dates, service and mailing options chosen by the SCS Member, services provided (including gifts sent), and, as the case may be, further data about the SCS Member's use of the Swarovski Group's online offerings and mailings (e.g., newsletter open rate, click rate, visited online web pages, social media interactions), interaction variables (such as click rates, time of interaction or social media interaction). In addition, and where available, with your consent, when chat and video functionalities are activated by accepting cookies, Swarovski offers the possibility to communicate with Swarovski (via chat or video calls). The use of this technology allows us to locate visitors and give them the option of interacting with us via personalized chat or video calls, where we can highlight and recommend products that best meet a visitor's expectations and preferences. This use will be associated with the tracking of SCS Members' experience on the WEBSITE (including live tracking of their navigation on the WEBSITE or mobile application) to allow Swarovski to assist SCS Members while navigating on www.swarovski.com. Swarovski may also process payment information, directly or through a third party, where necessary for the payment of SCS Membership fees. Additionally, Swarovski records the purchase history of each SCS Member, in the form of items purchased (product designation, price) and place and time of purchase. The purchase history is recorded only if the SCS Membership number is communicated at the checkout for purchases in stores offering the SCS program. In the online store, a registered customer must activate their account online by setting up an online account. A registered customer's purchase history is recorded if the account number is quoted when making a purchase or the registered customer makes a purchase when logged into their online account. Swarovski also collects and saves any vouchers sent to the SCS Member and, as the case may be, further data about the SCS member's use of the Swarovski Group's online offerings and mailings (e.g., newsletter open rate, click rate, visited online web pages, social media interaction). Where Swarovski believes that two different SCS Memberships belong to the same individual, or where a valid request is received, Swarovski may merge them.
 - c) Purpose of processing:** Swarovski collects and processes the personal data of members of the customer loyalty program in particular also for the following purposes:
 - administration of SCS memberships;
 - operation of SCS, namely providing of advantages and awarding special conditions, participating in surveys, requiring feedback and act in social media,
 - Personalization and unification of customer experience across channels (Swarovski stores, swarovski.com, e-mail communication, social media)
 - Provision of relevant information and a personalized marketing content;
 - Optimization of Swarovski's marketing and communication strategy
 - Non-marketing communication including but not limited to: changes related to our Privacy Policy, General Terms and Conditions and/or Terms of Use; general changes to product and service offering; account verification; password reset; or an information related to incidents that could affect our services
 - Provision of personalized offers, assistance and advice regarding products and services
 - Provision of invitations to special events and promotions reserved for registered customers
 - Participation in surveys, requiring customer feedback across channels (Swarovski stores, swarovski.com, e-mail, social media)In participating stores, the SCS membership allows SCS members to take advantage of an extended customer advice in which, upon presentation of the account number, the store employee can call up the registered customer's data and provide the registered customer with additional sales advice based on his or her past purchases, style/interests selected or wish list. Swarovski may also use personal data of elected Members to propose them personalized assistance and advice and to be in contact with a dedicated Crystal Expert with any requests they may have via phone, email or in any other way chosen by Swarovski. Members can decide if they wish to benefit from such services. Please note that by providing certain information to Swarovski such as a telephone number or email address you are consenting to and authorizing Swarovski and its affiliates, to contact you from time to time by telephone, (even if your phone number(s) may be on a Do-Not-Call list) or e-mail for the provision of the benefits linked to your membership as services, special offers, and invitations to activities. This consent can be withdrawn at any time.
- On presentation of the SCS membership number, e-mail address or the registered customer's name and date of birth (or another unique authentication attribute), the relevant store employee or customer service representative has access to the relevant registered customer's saved purchase history data and wish list. The personal data collected is used by Swarovski to administer and manage the Membership (including also for accounting and payment purposes), to provide the Member with the benefits and other services that come with the Membership (the legal basis for this is the Membership) and to provide the SCS Member with commercial communications (such as newsletters, product information, services and exclusive offers of the Swarovski Group) by e-mail, mail, mobile messaging or a phone call based on the contact information provided by the Member (for which Swarovski relies on the SCS Member's consent, which can be withdrawn at any time). In all these cases, SWAROVSKI may personalize 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 (and in particular, information as to age, gender, interests and preferences) and other information that can be gleaned from the purchase history, or inferred from interaction data, interaction variables (such as click rates, time of interaction or social media interaction), interactions with our WEBSITE and browsing activity, or has been given to SWAROVSKI by the SCS Member voluntarily at any later time. For the provision of this personalized information interesting for the SCS Member, SWAROVSKI may perform profiling activities. Profiling is defined as any kind of automated processing of personal data to evaluate certain personal aspects relating to a natural person, in particular to analyse or predict elements as preferences, interests or likely behavior of that natural person. Furthermore, SWAROVSKI may use the personal data for compliance with its legal obligations and, where it has a legitimate interest, for statistical and research purposes, including for better understanding of SCS Members, consumer and market analysis, improvements to the SCS Program and the development of new products and services. Non-marketing communication may still be sent if you have opted-out from certain marketing communication as this may be necessary for us to perform a contract with you, to comply with legal obligations or security requirements. Also, we will send you a personal note on your birthday, if you share your date of birth with us.
- d) Disclosure of Personal Data:** In the course of processing personal data in connection with SCS, SWAROVSKI may namely disclose data to the following categories of recipients:
 - PARTNERS, including business, marketing and promotion partners (including social media partners) and all participating retail stores or other authorized specialists dealers, irrespective of whether the company is run by SWAROVSKI or another sales or cooperation partner; whereas these stores may be located within any country/region worldwide and they may use data received from SWAROVSKI only for the purpose of operating SCS, including personalized offers to and communication with Members on behalf of SWAROVSKI;
 - Third parties including social media and marketing partners for the purposes of providing personalized marketing content as well as of optimizing marketing and communication strategy;
 - to a SWAROVSKI company to whom the processing of data (operation of the database) regarding SCS has been outsourced in technical respect (processors).Swarovski may disclose your personal data within SWAROVSKI as well as to third parties and in every country/region worldwide, including namely all countries/regions in which SWAROVSKI is represented by Group companies, affiliates or other offices and representatives as well as to countries/regions in which service providers of SWAROVSKI process their data (see ANNEX 2, as updated from time to time and available at the page Privacy Policy available at www.swarovski.com). If that is the case, SWAROVSKI will ensure an adequate level of protection.
 - e) Rights of Data Subjects:** SCS Members and membership gift givers are entitled at any time to ask SWAROVSKI for information relating to their saved personal data, and other information as provided for by applicable data protection law. They also have the right to ask to amend, limit or delete their personal information, or ask for a copy of the personal information. If you want to exercise any of your rights regarding newsletter subscriptions, data access or data deletion, please do not hesitate to contact our Customer Service Team at: Customer_Service_CEE@swarovski.com, who will be happy to answer any questions you may have. Please note that we may require you to verify your identity before allowing you to access your personal information.
 - f) Data Retention:** Personal Data will be held and used for the duration of the Membership; thereafter, it will be retained as long as necessary for the aforementioned purposes, but not for more than five years, unless required for legal reasons. The purchase history is generally recorded for five years. As exception to this rule, the purchase history on SCS exclusive products will be kept during the entire duration of the Membership in order to recognize member life-time value to the Society. Should a SCS Member not wish to have his or her SCS exclusive product history stored above 5 years, he/she can request deletion by contacting informing of his/her explicit wish to have this history deleted.
 - g) Updates and Additional Information:** 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 Privacy Policy on www.swarovski.com where applicable.