

# SWAROVSKI

VERSION 01/01/2025

## Terms of Use for Participating in Swarovski Club

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 Malaysia Trading Sdn. Bhd., Customer Relations, Level 16, Pavilion Tower, Jalan Raja Chulan, 50200 Kuala Lumpur, and contact point Customer\_Service\_MY@swarovski.com, 1800 80 6779 ("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](http://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 and the Services are available at [www.swarovski.com/s-sctermsandconditions/](http://www.swarovski.com/s-sctermsandconditions/). Swarovski will notify you (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 you) 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/region 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 online store, concession stores, stores operated by sales partners of Swarovski and any other authorised specialist dealers, at Swarovski's discretion. A current list of Participating Stores is available online at [www.swarovski.com/store-finder/](http://www.swarovski.com/store-finder/).

### 2. Joining Swarovski Club

- 2.1. These are the following ways to enrol in Swarovski Club:
  - (a) Complete an application form online at [www.swarovski.com/club](http://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 enrolment process may require that you provide the following information: username, password, email address (mandatory and required in order to receive all eligible rewards), mobile phone number, gender, physical address, birthday, name and marketing preferences.
- 2.3. Please read the Privacy Policy for Swarovski Club 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.
- 2.5. For the in-store enrolment process, you may be asked to provide the information on your country/region of residence for your Swarovski Club membership. If the information on the country/region of residence is not provided, your Swarovski Club membership will be assigned to the country/region where the enrolment process occurs. If the country/region of residence is provided and is different from the country/region where the enrolment process occurs, your Swarovski Club membership will be assigned to your country/region of residence and governed by the Terms of Use of country/region of residence available at [www.swarovski.com/s-sclanding/](http://www.swarovski.com/s-sclanding/).
- 2.6. Each time you make a purchase by using your activated registered Swarovski Club membership at Participating Stores globally will count towards earning your Swarovski Club Rewards. For avoidance of doubt, all services, offers, content and any other benefit and initiative in connection with Swarovski Club will be provided to you and can be redeemed only based on your registered country/region of residence or the country/region of enrolment if the country/region of residence is not provided. For technical reasons we are currently able to offer the Service in the following country/region: Australia, Austria, Belgium, Canada, Czech Republic, France, Germany, Great Britain, Greece, Hong Kong SAR, Hungary, India, Ireland, Italy, Japan, Luxembourg, Macau SAR, Malaysia, Mexico, Netherlands, New Zealand, Poland, Portugal, Romania, Singapore, South Korea, Spain, Switzerland, Taiwan region, Thailand, Turkey and USA.

### 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 discount and other promotions, personalised product information and special offers and/or services, vouchers, access to exclusive content. Services may also include personal advice in some of the Participating Stores, where you as a Member

may benefit from extended customer advice from the staff member who, if presented with the membership number or name, is able to access the Member's purchase history and therefore assist you taking into account past purchases. Current Services and their terms are available at [www.swarovski.com/s-sclanding/](http://www.swarovski.com/s-sclanding/), 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 in the application form or as updated by you.

### 4. Member's Obligations

- 4.1. The personalised Swarovski Club membership number is assigned to you and is not transferable 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 the 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 membership, including without limitation contact information such as email, phone 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 membership number and other information required by Swarovski to verify your identity of 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 the 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 Programme, 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 Programme 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 utilised by the Member, 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 website or online 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. Miscellaneous

- 7.1. 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.
- 7.2. 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.
- 7.3. 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.
- 7.4. These Terms of Use and all legal relations between Swarovski and you in connection with the Swarovski Club 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.

# 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 following country/region: Australia, Austria, Belgium, Canada, Czech Republic, France, Germany, Great Britain, Greece, Hong Kong SAR, Hungary, India, Ireland, Italy, Japan, Luxembourg, Macau SAR, Malaysia, Mexico, Netherlands, New Zealand, Poland, Portugal, Romania, Singapore, South Korea, Spain, Switzerland, Taiwan region, Thailand, Turkey and USA. Purchases excluded from Minimum Value include accessories (care and cleaning products); spare parts; repairs services; purchase and redemption of gift cards; Swarovski Crystal Society membership fees and returns. All the available benefits and rewards can be redeemed only in your registered country/region of residence or the country/region of enrolment if the country/region of residence is not provided.

Swarovski Club Rewards consists of four (4) 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 one thousand four hundred Malaysian ringgit (MYR 1,400) within the twelve (12) month period following your enrollment date and you will proceed to the tier level "Silver". Spend at least three thousand two hundred Malaysian ringgit (MYR 3,200) within the twelve (12) month period following your enrollment/upgrade date and you will proceed to the tier level "Gold". Spend six thousand three hundred Malaysian ringgit (MYR 6,300) within the twelve (12) month period following your enrollment date and you will proceed to the tier level "Platinum".

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.

If you return any part of a purchase, the amount of the purchase for such returned portions will be deducted from the Minimum Value accumulated in your Swarovski Club account, and your tier level 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. All the available benefits and rewards can be redeemed only in your registered country/region of residence or the country/region of enrolment if the country/region of residence is not provided.

You can view and track your tier level, tier level balance and available benefits and rewards on [www.swarovski.com/club](http://www.swarovski.com/club). Swarovski reserves the right to add, change, modify, limit or cancel programme 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 or eliminating any benefit. This may result in certain rewards not being available.

	Bronze	Silver	Gold	Platinum
Collection trend & style news	✓	✓	✓	✓
Invitations to pre-sales	✓	✓	✓	✓
Birthday voucher 20% (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	Platinum Gift

## Swarovski Club Privacy Policy

The following provisions shall be applicable for the processing of data by Swarovski in connection with the customer loyalty programme Swarovski Club.

### 1. Responsible for the Personal Data (Controller)

The personal data in connection with the membership of the Swarovski Club is processed by two joint controllers, in particular (i) the controller of the respective local Swarovski company which issues the membership according to the sign-up form 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.

### 2. Processing of personal data and source

Swarovski collects and retains the personal obligatory data provided on the Swarovski Club sign-up form (including but not limited to: title, name and address and e-mail address) (Form Data) plus any personal data provided voluntarily by Swarovski Club Members on the member page, your account or when interacting with us in store, via telephone, email, chat or online: date of birth as well as styles/interests (e.g. in Jewellery and Accessories, Home and Style, Wedding, 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 lists, gender, IP address and online identifiers. 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 personalised 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 Swarovski Club Members' experience on the WEBSITE (including live tracking of their navigation on the WEBSITE or mobile application) to allow Swarovski to assist Swarovski Club Members while navigating on [www.swarovski.com/](http://www.swarovski.com/). Swarovski also saves data on Members' purchase history in the form of items purchased (product designation, price, discount), place and time of purchase and membership number. The purchase history is recorded if the Swarovski Club membership number is communicated at the checkout for purchases in stores participating in the Swarovski Club programme. In the online store Members' purchase history is recorded if the membership number is quoted when making a purchase or the Member makes a purchase when logged into an online account associated with a Swarovski Club membership. Swarovski also collects and saves all vouchers sent to the Swarovski Club Member and, as the case may be, further data about the Swarovski Club 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 Swarovski Club Memberships belong to the same individual, or where a valid request is received, Swarovski may merge them. At the start of their membership, Members receive an e-mail containing a link to an overview of all currently participating stores in the Swarovski Club programme. This overview of participating stores is also available to view online at [swarovski.com/store-finder](http://swarovski.com/store-finder).

### 3. Purpose of Processing

Swarovski collects and processes the personal data of Members of the customer loyalty programme, and also for the following purposes:

- administration of the Swarovski Club memberships;
- operation of the Swarovski Club, namely personalised offers, advice and communications regarding products and services of Swarovski, providing of advantages and awarding special conditions (e.g. vouchers), invitations to special events and promotions reserved for members, participating in surveys, requiring feedback and act in social media.
- personalisation and unification of customer experience across channels (Swarovski stores, [swarovski.com](http://swarovski.com), e-mail communication, social media);
- provision of relevant information and a personalised marketing content;
- provision of personalised offers, assistance and advice regarding products and services;
- optimisation of Swarovski's marketing and communication strategy;
- provision of invitations to special events and promotions reserved for registered customers;
- participation in surveys, requiring customer feedback across channels (Swarovski stores, [swarovski.com](http://swarovski.com), e-mail, social media);
- 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.

The personal data collected is used by Swarovski to administer and manage the membership (including also for accounting purposes), to provide the Member with the benefits and other services that come with the Membership (the legal basis for this is the Membership). In participating stores, the Swarovski Club allows Members to take advantage of an extended customer advice in which, upon presentation of the membership number, the store employee can call up the Member's purchase history data and provide the Member with additional sales advice based on his or her past purchases, style/interests selected or wish list. On presentation of the Swarovski Club membership number, e-mail address or the Member's name and date of birth (or another unique authentication attribute), the relevant store employee has access to the relevant Member's saved purchase history data and wish list. Swarovski may also use the personal data to invite selected Members to special events and promotions, such as the presentation of new products or discount promotions. In addition, Swarovski also uses the personal data to send Members birthday congratulations.

Swarovski also uses the data collected in the purchase history to grant Members membership benefits in the form of Discount or Loyalty Gift vouchers. Based on the data saved in the purchase history, Swarovski evaluates what type of voucher the Member is granted. If a Member has given Swarovski his or her consent, which can be withdrawn at any time, Swarovski may send the Member further information about Swarovski, product information, services and exclusive offers by e-mail or in any other way chosen by Swarovski, including by text, telephone or post. Based on the data and the purchase history reported by participating stores, interaction variables (such as click rates, time of interaction or social media interaction), interactions with our WEBSITE and

browsing activity, style/interests selected as well as other information voluntarily disclosed to Swarovski by the Swarovski Club Member, Swarovski may personalise the information sent to the Member so that the Member particularly receives, where possible, information which Swarovski seems interesting for the Member.

For this purpose, Swarovski analyses the data collected at the start of Membership and, in particular, takes account of the saved information relating to age, gender, interests and preferences, interaction variables as well as the vouchers received, and other information that can be gleaned from the purchase history, inferred from interaction data or has been given to Swarovski by the Member voluntarily at any later time. For the provision of this personalised information interesting for the 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 behaviour of that natural person.

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.

#### **4. Disclosure of Personal Data**

In the course of processing personal data in connection with the Swarovski Club, Swarovski may namely disclose personal data to the following categories of recipients:

- Partners, including business, marketing and promotion partners (including social media partners) and all participating retail shops or other authorised 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 the Swarovski Club, including personalised offers to and communication with Members on behalf of Swarovski;
- Third parties including social media and marketing partners for the purposes of providing personalised marketing content as well as of optimising marketing and communication strategy;
- to a Swarovski company to whom the processing of data (operation of the database) regarding the Swarovski Club has been outsourced in technical respect (processors);
- to a Swarovski company for the purposes of operating the Swarovski Club in cases where you join the Swarovski Club in a country/region different from your country/region of residence or to determine your Swarovski Club Rewards based on your purchases in countries or regions different from your country/region of residence.

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 (see ANNEX 2, as updated from time to time) as well as to countries/regions in which service providers of SWAROVSKI process their data (see ANNEX 2, as updated from time to time). If that is the case, Swarovski will ensure an adequate level of protection.

#### **5. Rights of Data Subjects**

The Swarovski Club Members have the right under applicable laws to ask Swarovski for information relating to their saved personal data, to amend, limit or delete their personal information, or ask for a copy of the personal information. Swarovski Club Members may also revoke any consent they have provided to Swarovski (e.g. to be used for promotional, advertising purposes and receive newsletters and other commercial communications) for the future. 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 Care team at [Customer\\_Service\\_MY@swarovski.com](mailto:Customer_Service_MY@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.

#### **6. 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 recorded for five years. Further information regarding the Swarovski Club can be found in the General Terms and Conditions of the customer loyalty programme on [www.swarovski.com](http://www.swarovski.com).

#### **7. 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](http://www.swarovski.com) where applicable.