

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 North America Limited, One Kenney Drive, Cranston, Rhode Island 02920-4468, USA, and contact point Customer_Service_US@swarovski.com, +1800 426-3088 ("Swarovski"). These Terms of Use and the privacy policy linked to these Terms of Use apply to residents of the United States of America ("US") and will apply to you as you provided your data through a US website. If you are located or reside in another country, please contact customer service to have your account transferred to your home location where the relevant local terms and conditions and privacy policy shall apply to you. 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/s-sclanding/.
 - 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/. 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, 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/store-finder/.
- ### 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 other authorized participating website; 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 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 enrollment 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 enrollment process occurs. If the country/region of residence is provided and is different from the country/region where the enrollment 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/.
 - 2.6. Each time you make a purchase by using your activated registered Swarovski Club membership at Participating Stores 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. For technical reasons we are 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, 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, personalized product information and special offers and/or services, vouchers, access to exclusive content or events, news, and updates of relevance for Members, or the possibility to be in contact with your dedicated Crystal Expert with any requests you may have. 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 or name, 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. 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 Crystal Expert concierge services, special offers, and invitations to activities. You may opt-out of Swarovski Concierge at any time by contacting Customer_Service_US@swarovski.com, +1 800 426-3088.

4. Member's Obligations

- 4.1. The personalized 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 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 ph. 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 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 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. 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.

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.

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 three hundred US Dollars (300 USD) within the twelve (12) month period following your enrollment date and you will proceed to the tier level "Silver". Spend at least seven hundred US Dollars (700 USD) within the twelve (12) month period following your enrollment/upgrade date and you will proceed to the tier level "Gold". Spend one thousand four hundred US Dollar (1,400 USD) 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.

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.

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 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