



## MWR Lifestyle Advantage Plan Terms & Conditions

At the Lifestyle Advantage Program, our goal and commitment is to make your customer experience as successful and satisfying as possible, and to help you get the full value from this program. We look forward to helping you save. The following are the terms and conditions for the Lifestyle Advantage Program (the "Site/Program"). By using the Site, and/or enrolling in the Program, and/or enrolling in a Program Preview, as defined herein, you agree to be bound by all of the terms in these Terms and Conditions (the "Agreement").

The Program reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Please read this carefully and if you have any questions, or if this Agreement does not conform to your understanding of the Program, please call our Customer Service Department at 888-536-1341.

**Access.** The Program hereby grants you a non-exclusive, non-transferable, limited right to access, use and display the Site/Program for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions.

**Account Benefits.** As a customer of Lifestyle Advantage, you have access to \$500 in Travel Dollars each month, \$250 in Shopping Dollars each month and in the United States, \$100 in Grocery Coupons Rewards each month (collectively "Primary Benefits"), along with a number of bonus savings and deals-oriented benefits on dining, shopping, groceries, travel, and more (collectively "Secondary Benefits").

Monthly Travel Dollars: The Travel Dollars program benefit has specific terms of use. See [Appendix 1](#) for the Travel Dollars program benefit terms of use. For more detail regarding this reward, including a Travel Dollars program benefit "How it Works Overview", please log into your customer account.

Monthly Shopping Dollars: The Shopping Dollars program benefit has specific terms of use. See [Appendix 2](#) for the Shopping Dollars program benefit terms of use. For more detail regarding this reward, including a Shopping Dollars program benefit "How it Works Overview", please log into your customer account.

Monthly Grocery Coupons: The Grocery Coupons Reward program benefit has specific terms of use. See [Appendix 3](#) for the Grocery Coupons Reward program benefit terms of use. For more detail regarding this reward, including a Grocery Coupons Reward program benefit "How it Works Overview", please log into your customer account.

For your Primary Benefits and Secondary Benefits, online access is required, and action is required on your part to redeem and use your benefits. You must log into the Lifestyle Advantage website to use the Primary Benefits and Secondary Benefits. Your Primary Benefits accrue from month to month while you are an active, paid customer.

We reserve the right to modify, enhance, cancel, terminate or otherwise change particular account benefits or benefit providers from time to time in our sole discretion.

**Account Term, Renewal, Billing.** Unless you cancel, your account will continue automatically on a monthly basis, with the applicable periodic customer fees disclosed to you upon your enrollment, and always available to you in your online customer account, automatically billed to the account identified and authorized by you at the time of your enrollment. You authorize Lifestyle Advantage to conduct this monthly billing and you further authorize Lifestyle Advantage to bill an amount less than your monthly customer fee if Lifestyle Advantage is unable to bill the full monthly customer fee amount.

**Cancellation & Refund Policy.** At Lifestyle Advantage, customer satisfaction is our top priority. That's why we make sure that the program's cancellation and refund policy is clear, compliant, and most importantly fair. You shall have the option to cancel the Membership at any time by notifying the Company in writing or by email to [support@mwrlife.com](mailto:support@mwrlife.com). If the Plan is cancelled within first three (3) days of Activation, you shall be entitled to a refund.

**Use of Account.** Your account is non-transferable. You agree that only you, your spouse and children living in your household will have access to the account benefits. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your account zip code and user account information. You will promptly notify us if you become aware of any unauthorized use of your account.

**No Warranty/Limitation of Liability.** You agree that The Program, its subsidiaries and affiliates, and each of its officers, directors and employees, along with the provider/host/administrator of the Site/Program ("The Program Parties") are not responsible or liable for any benefits, goods or services provided by participating vendors. If you have any claims relating to such benefits, goods or services provided by a participating vendor, you agree to make your claim against the vendor providing the benefit, good or service. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions. We assume no responsibility for the payment of, or contribution to, any use or sales tax on the benefits, which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be. This Site/Program is provided on an "as is" and "as available" basis with no warranties whatsoever. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USE OF THIS SITE/PROGRAM OR ANY OF THE BENEFITS, PRODUCTS OR SERVICES OR RELATED INFORMATION PROVIDED TO YOU FROM THE PROGRAM OR FROM OUR PARTICIPATING VENDORS. THE PROGRAM DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE BENEFITS, PRODUCTS, SERVICES AND MATERIALS FROM THIS SITE/PROGRAM OR THE PARTICIPATING VENDORS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THIS SITE/PROGRAM OR OUR PARTICIPATING VENDORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT. UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY EXCEED YOUR CURRENT ACCOUNT FEE, AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, THIRD PARTY OR CONSEQUENTIAL, EVEN IF THE PROGRAM WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE PROGRAM DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE/PROGRAM. THE PROGRAM DOES NOT WARRANT THAT THE SITE/PROGRAM WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE/PROGRAM WILL BE UNINTERRUPTED AND ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE/PROGRAM, AND ANY PRODUCTS YOU MAY GET FROM THE SITE/PROGRAM, AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE/PROGRAM. YOU UNDERSTAND THAT THE PROGRAM AND THE SITE/PROGRAM ARE NOT THE PRODUCERS, FORMULATORS, BOTTLERS, LABELERS, OR FULFILLERS OF ANY PRODUCT YOU MAY ORDER THROUGH THE SITE/PROGRAM AND, AS SUCH, HAVE NO LIABILITY TO YOU WITH REGARD TO SAID PRODUCTS, OTHER THAN TO INSURE THAT THEY ARE DELIVERED TO YOU PURSUANT TO YOUR ORDER AND VALID PAYMENT.

**Indemnification.** You agree to indemnify, hold harmless and, at our option, defend The Program from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Site/Program, your use of any products associated with the Site/Program, your violation of this Agreement, or your infringement, or the infringement or use of any Intellectual Property Rights (as defined herein).

**Links.** The Site/Program may contain links to other web sites. The Program does not control such other websites and is not responsible or liable for the availability thereof or the products, services or other materials contained on such websites. The Program shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Your access and use of linked websites, including the products, services and materials therein, is solely at your own risk.

**Intellectual Property.** You hereby agree and acknowledge that The Program owns all right, title and interest in and to this Site/Program, including, without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. You acknowledge that all marks that appear throughout the Site/Program belong to The Program, or the respective owners of such marks, and are protected by applicable trademark and copyright laws. Any use of any of the marks appearing throughout the Site/Program without the express written consent of The Program or the owner of the mark, as appropriate, is prohibited.

**Privacy Policy.** Information collected through the Site/Program will be used in accordance with our Privacy Policy, which can be found on the Site/Program. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

**Severability/Waiver.** In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other

provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

**Modifications/Termination.** The Program reserves the right at any time to modify, suspend or permanently discontinue the Site/Program, your account or any portion thereof, with or without notice. You hereby agree that The Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site/Program or your account.

**Arbitration.** All legal issues arising from or related to the use of your account and this Site/Program shall be construed in accordance with the laws of the State of Florida. Any controversy or claim arising out of or relating to this Agreement or your use of the Site/Program shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of another party. The arbitration shall be conducted in Manhattan, Florida and judgment on the arbitration award may be entered into in any state or federal court in Florida having jurisdiction thereof. Notwithstanding the applicable law on statute of limitations, demand for arbitration with the AAA must be filed within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. (If applicable law prohibits a one-year limitations period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.) The use of your account and this Site/Program and the terms of this Agreement shall be governed exclusively by the laws of the State of Florida and the Federal Arbitration Act, without regard to conflict of laws provisions. By using the Site/Program and thereby agreeing to the Agreement, you hereby consent to the personal jurisdiction and venue in the state and federal courts sitting in the State of Florida.

**Assignment.** We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees.

**Entire Agreement.** This Agreement, together with our prior agreement when you enrolled as a customer in Lifestyle Advantage, constitutes the entire agreement between you and us relating to the subject matter herein.

## **APPENDIX 1**

Your Travel Dollars code provides you specific dollar amounts of savings off of the retail pricing for hotels and other travel products and services (the "Products") offered on [book.mwrtravels.com](http://book.mwrtravels.com) ("Website"). In order to use your travel dollars, you must activate it by entering the code provided on your welcome email. By using your travel dollars, you agree to abide by this Terms of Use policy ("Policy"). This Policy, which is also posted on the Website, may change from time to time. You also agree to abide by the posted terms and conditions for each Product offered on the Website ("Product Terms"). Product Terms may also appear on your purchase confirmations. Product Terms vary and are subject to change by Product providers.

### **HOW IT WORKS:**

1. Follow the directions on your card or welcome email to activate your savings code. The face value of your code will be deposited to your account ("Savings Bank").
2. The dollar amount of savings off retail pricing is displayed on the Website with each Product offered ("Savings"). Savings are subject to change without notice. Only the Savings posted at the time a reservation is booked and paid for will be honored.
3. When making a reservation on the Website, you will see the retail price reduced by the Savings. You will pay the reduced price displayed to complete your reservation.
4. After you book and pay for your reservation, the dollar amount of the savings will be deducted from your Savings Bank. The dollars remaining in your Savings Bank can be used for other reservations until your Savings Bank balance is zero.
5. Once a reservation is booked and paid for, it cannot be changed or modified, but, it may be cancelled if permitted under the Product Terms. Cancelled reservations may incur a cancellation fee. Any Savings used for the cancelled reservation cannot be re-deposited into your Savings Bank.
6. You can continue to use your Savings Bank to reduce the retail cost of reservations until your Savings Bank has been used leaving a zero balance or the expiration of your code(s) amount, whichever occurs first.
7. For Customer Service regarding travel dollars or booked reservations, please log into the Website and click on "View Reservations" located in the "My Account" section, or use the form on the "Contact Us" page.

### **GENERAL TERMS:**

- Customers must be 18 years of age or older to register a code and use the Website.
- You are responsible to pay for any costs not included in the Product price such as government taxes and fees imposed by providers. You are also responsible for any expenses you incur while using the Products you purchased on the Website and for purchases made outside the Website, including but not limited to transportation, meals, gratuities, telephone calls, room service and incidentals.
- Savings codes have no value except when used in accordance with this Policy. Savings codes are not gift certificates, nor credit nor debit cards, or prepaid vacation vouchers.
- Savings codes have no cash surrender value, credit value or other implied value.
- Savings codes will not be replaced if lost, stolen, damaged or expired.
- You can share your savings code with friends and family, but it cannot be resold for any purpose.
- Any suspected or actual abuse of the Policy or Product Terms may result in immediate deactivation of Customer's savings passport(s) and savings bank without warning or notice, cancellation of any purchased Products, chargeback to Customers for fees and charges incurred by Travel Dollars or its suppliers due to Customer's abuse.
- You and your companions who make use of the savings codes and the Products agree to indemnify and hold harmless Travel Dollars, its owners, affiliates, agents, contractors, assignees and designees, from any and all claims, liability and responsibility for damages, expenses, inconvenience, dissatisfaction, injury, accident, death or damage to any persons or property whatsoever, arising from or related to the use of the savings codes or Products. Travel Dollars makes no warranty of any kind with respect to the Products offered by provider. Travel Dollars shall not be liable or responsible for delays or cancellations due to weather or mechanical breakdowns, war, acts of God or any other matters beyond its reasonable control. Travel Dollars assumes no responsibility for any verbal or written representation about savings codes by any distributor, or third party other than what is expressly written in the Policy and Product Terms. If any conflict arises between this Policy and the Policy posted on the Website, the Website shall take precedence.
- Offer not valid where prohibited or restricted.

**SELLER OF TRAVEL DISCLOSURES:**

- Fla. Seller of Travel Reg. No.: ST37737
- WST: A23 0986 13
- Iowa TA: 103
- CST: 2099136-50

*California Disclosures:*

- Transactions are covered by the California Travel Consumer Restitution Fund (TCRF) if the seller of travel was registered and participating in the TCRF at the time of sale and the passenger is located in California at the time of payment. Eligible passengers may file a claim with TCRF if the passenger is owed a refund of more than \$50 for transportation or travel services which the seller of travel failed to forward to a proper provider or such money was not refunded to you when required. The maximum amount which may be paid by the TCRF to any one passenger is the total amount paid on behalf of the passenger to the seller of travel, not to exceed \$15,000. A claim must be submitted to the TCRF within 12 months after the scheduled completion date of the travel. A claim must include sufficient documentation to prove your claim and a \$35 processing fee. Claimants must agree to waive their right to other civil remedies against a registered participating seller of travel for matters arising out of a sale for which you file a TCRF claim. You may request a claim form by writing to: Travel Consumer Restitution Corporation; P.O. Box 6001; Larkspur, CA 94977-6001; or by visiting TCRC's website at: [www.tcrinfo.org](http://www.tcrinfo.org).
- California law requires certain sellers of travel to have a trust account or bond. This business has a bond issued by International Fidelity Insurance Company in the amount of \$5,000.00.
- Passengers purchasing travel services from outside of California are not covered by the Restitution Fund.

If you have any questions regarding the Policy or usage of the Website, please contact us by email at [support@mwrlife.com](mailto:support@mwrlife.com).

## **APPENDIX 2**

### **PROGRAM OVERVIEW**

1. Subject to these terms and conditions, you will receive Shopping Dollars to be used towards the purchase of goods or services from participating merchants. The Program or any portion thereof may be revised or terminated with 30 days prior written notice. If the Program is terminated, you will only have 90 days from the termination date to use all of your accumulated Shopping Dollars. All Program offers, including the participating merchants are subject to availability and may change without notice.
2. An online account ("Program Account") will be set up to record your activity in the Program, including the amount of Shopping Dollars you may have accumulated. Shopping Dollars will be deposited in your Program Account directly by the administrator. You may accumulate Shopping Dollars as long as your Program Account is open and not in default at any time. If your Program Account is closed for any reason, you will not be eligible to accumulate Shopping Dollars. Once you submit your profile, you consent to be bound by all the terms and conditions as stated herein. You further signify agreement to these terms and conditions (as they may be modified from time to time) when you make any purchase through the Program.
3. Shopping Dollars has no cash value, may not be assigned, transferred and/or pledged to any third party. You have no property rights or other legal interests in Shopping Dollars. You are responsible for any personal tax liability that may be related to the participation in the Program.
4. We have the right to monitor all Program Account activity. If your Program Account shows signs of fraud, abuse or suspicious activity, you may lose your accumulated Shopping Dollars, and, as a result of this activity, we may close your Program Account immediately. If you have conducted any fraudulent activity, we reserve the right to take any necessary legal action and may have grounds to confiscate any goods or services purchased as a result of such activity. In addition, you may be liable for monetary losses to the administrator including litigation costs and damages, and you will not be allowed to participate in the Program in the future.
5. The administrator, its affiliates, the Program Manager, and any merchants participating in the Program make no guarantees, warranties or representations of any kind concerning Program offers available. All offers from participating merchants are void where prohibited by applicable federal, state or local laws or regulations and are subject to change as may be necessary to comply with such laws or regulations. You release the administrator, its affiliates, the Program Manager, and any merchants participating in the Program from all liability regarding the purchase and use of any goods or services from participating merchants as part of the Program, including any goods that may be lost, stolen or destroyed. All participating merchants are in no way affiliated with or responsible for Program administration.

### **ACCUMULATING Shopping Dollars**

1. You may accumulate Shopping Dollars on a monthly basis.
2. There is no limit to the amount of Shopping Dollars you may accumulate.

### **USING Shopping Dollars**

1. You may use your Shopping Dollars for savings from participating merchants only by purchases made through [www.buymorepayless.com](http://www.buymorepayless.com). Shopping Dollars may only be used to pay for a portion of the total charges at each participating merchant. The entire remaining balance of charges for any goods and services, including any related taxes, shipping charges and/or applicable fees, from a participating merchant must be charged at the time of transaction to a credit card. Upon confirmation and full payment, the amount of Shopping Dollars you have used will be subtracted from your Program Account.
2. Shopping Dollars may not be combined with or applied to other certificates, promotions or special offers, special rate programs, including, but not limited to: Upgrades, tours/travel packages, group, internet, convention/company meeting, senior rates, companion rates, 3rd or 4th person rates, student or child rates, early bookings or value added price programs or repeat passenger or repeat guest programs, or industry discounts.
3. Terms, cancellation policies, hotel/condo or resort or other merchant participation are subject to change without notice. There are no refunds, exchanges, replacements or conversions for currency, credit or rewards for no-shows or unused amounts of Shopping Dollars. In some cases, there may be changes in circumstances that are beyond the control of Program Manager, and/or

its affiliates. Accordingly, Program Manager and/or its affiliates reserve the right to substitute the components and suppliers of the offer should circumstances so require.

4. Depending on the types of goods or services purchased through the program, certain limitations and restrictions may apply. Shipping times may vary based on actual product and orders may arrive in more than one package and at different times. Merchandise may only be shipped within the United States. Shipping to Canada and Puerto Rico may be available and is subject to an additional shipping fee. Magazine subscriptions are only available in the 48 contiguous United States. Please allow up to twelve (12) weeks for magazine subscriptions to begin. Applicable sales tax may apply.

#### **GENERAL LIMITATION OF LIABILITY**

1. Program Manager, its agents, assignees and designees, act only as order processors for the hotels/condos, resorts, cruise lines, and certain other suppliers. The administrator, Program Manager, and their respective affiliates, agents, assignees, and designees do not assume any liability or responsibility for damage, expense, inconvenience, injury, accident, death or damage to any persons or property, whatsoever, with respect to any supplier or at any hotel/condo, resort, or on any ship or aircraft, or in transit to and from said venues. Nor will The administrator, Program Manager, and their respective affiliates, agents, assignees, and designees assume any liability or be responsible in any way for any damage, expense or inconvenience due to cancellations or delays due to weather or mechanical breakdowns, or arising from war, acts of God or acts of terrorism.

2. Neither The administrator nor Program Manager, nor any of their affiliates or suppliers will have any liability whatsoever for purchases made in good faith by individuals who claim to have authority to act on your behalf.

3. The administrator, Program Manager and/or their affiliates shall not be liable for errors or omissions by their employees or agents in interpreting or in carrying out the terms of this Program.

**4. Neither The administrator, nor Program Manager, nor any of their affiliates, nor any supplier to the Program will have any liability whatsoever for any loss, damage, expense, non-performance, consequential or special damages, accident or injury incurred in the course of a Program participant's use of any good or service received through the Program or as a result of any defect in or failure of such rewards.** The administrator, Program Manager, and/or their affiliates make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the goods or services offered by any supplier and specifically disclaim any implied warranties or merchantability or fitness for a particular purpose.

#### **Gift Cards and Certificates**

1. Gift cards/certificates are subject to the terms and conditions set by the merchants who issue the gift cards/certificates. The terms and conditions are provided to us by those merchants and are their responsibility. Expiration policies and non-usage fees may apply; however, expiration will occur no earlier than 12 months from the date of purchase. For further details, please review the information on the page featuring the gift card/certificate you wish to purchase.

2. Gift cards/certificates may not be cancelled or returned. Gift cards/certificates should be treated like cash; no refunds or replacements will be provided for lost or stolen gift cards/certificates.

#### **Cruises**

Cruise cancellation and refund policies along with cancellation fees, if applicable, vary by travel supplier. For an overview of information for respective cruise line cancellation policies, please click on the More Info option on the cruise page. It is the sole responsibility of the passenger to be familiar with the penalties assessed for cancellation. Cancellation charges subject to change without notice.

#### **Local Offers**

1. Offers are non-transferable. The barter, trade, sale, photocopying, alteration, purchase, or transfer of these offers by any person or entity is strictly prohibited. These offers are intended for the non-profit use of the individual registered for this program. Any use of an offer in violation of these Rules will render the offer VOID. Offers may not be reproduced and are void where prohibited, taxed, or restricted by law. The administrator and/or Program Manager will not be responsible if any establishment breaches its contract or refuses to accept an offer; however, Program Manager will attempt to secure merchant compliance to the best of the company's ability.

2. There are no refunds, exchanges, replacements or conversions for redemptions.

### **SELLER OF TRAVEL REGISTRATION**

The administrator is a registered seller of travel in California, Florida, Hawaii, Iowa, Nevada and Washington under each state's seller of travel regulations.

State Seller of Travel Registration Numbers for The administrator:

California registration number: 2067889-50 (Registration as a seller of travel does not constitute approval by California. The administrator is not a participant in the Travel Consumer Restitution Fund. California law requires that certain sellers of travel have a trust account or bond. The administrator has a bond issued by Beach City Bonds in the amount of \$5000).

Florida registration number: ST-35620

Hawaii registration number: TAR- 6545

Iowa registration number: 762

Nevada registration number: 2003-0378

**NEVADA RECOVERY FUND FOR CONSUMERS DAMAGED BY SELLERS OF TRAVEL** - You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and filing a claim for recovery from the Recovery Fund, you may contact the Consumer Affairs Division of the Department of Business and Industry at the following locations:

SOUTHERN NEVADA:  
1850 East Sahara Avenue  
Suite 101  
Las Vegas, Nevada 89104  
Phone: 702.486.7355  
Fax: 702.486.7371  
ncad@fyiconsumer.org

NORTHERN NEVADA:  
4600 Keitzke Lane  
Building B, Suite 113  
Reno, Nevada 89502  
Phone: 775.688.1800  
Fax: 775.688.1803  
renocad@fyiconsumer.org

Washington registration number: 602-338-670.



### APPENDIX 3

Our goal and commitment is to make your customer experience as successful and satisfying as possible. We look forward to helping you save. By using the Grocery Reward Program benefit (“Site”), you agree to be bound by all of the terms in these Terms of Use and Redemption Terms (the “Agreement”) and any terms and conditions in our prior agreement when you enrolled as a customer in Grocery Reward Program. Grocery Reward Program reserves the right, in its sole discretion, to update or modify this Agreement at any time. Your redemption of a Grocery Reward Program Reward Code/Redemption PIN on this website denotes your acceptance of this Agreement. Further, your continued use of the Site following the posting of any changes to this Agreement constitutes acceptance of those changes. Grocery Reward Program hereby grants you a non-exclusive, non-transferable, limited right to access, use and display the Site for your personal, non-commercial use, provided that you comply fully with the provisions of these Terms & Conditions.

**Program Benefits.** As a reward recipient of Grocery Reward Program, you have access to up to a select value, determined by the reward you’ve received, in free face value clipped and mailed grocery coupons (as detailed herein), as well as dozens of additional benefits, savings, discounts, incentives, promotional codes, coupons, rewards, bonuses, rebates and other benefits on certain products and services offered by participating vendors as explained in your program materials. You have unlimited access to the Grocery Reward Program website.

**Redemption of Clipped Coupons.** One of the Grocery Reward Program benefits is face value clipped grocery coupons, which Grocery Reward Program clips and sends to you in the mail. This is different from/distinct from the other grocery coupons related benefits on the website, like free printable coupons, etc. For the clipped coupon benefit, there are some limitations (i.e. quantity restrictions) regarding their redemption. Using the website’s shopping cart, customers can add coupons they would like to be clipped and mailed to them. Coupon values are determined by the face value of the coupon. For example, a \$1.00 off Coca Cola coupon has a face value of \$1.00. Your shopping cart will reflect the amount of face value coupons you have ordered to date, and how much you have left in your account. You may order all your coupons at once, or may break up your orders into as many separate orders as you prefer. This is an open-use reward.

**Use & Terms of Program.** Once you have redeemed your reward, you will enjoy unlimited access to the Grocery Reward Program website for as long as you wish to access it. Your reward is non-transferable and has no cash value. Your reward are not a gift card or a gift certificate, but rather a premium discount and couponing reward program. You agree that only you, your spouse and children living in your household will have access to the program benefits. Benefits are not for re-sale. You are entirely responsible for maintaining the confidentiality of your program password and user account information. You will promptly notify us if you become aware of any unauthorized use of your program card or program number. The Grocery Reward Program is limited to residents of the United States only.

**No Warranty/Limitation of Liability.** You agree that Grocery Reward Program, its subsidiaries and affiliates, and each of its officers, directors and employees, along with the provider/host/administrator of the Site (“Grocery Reward Program Parties”) are not responsible or liable for any benefits, goods or services provided by participating vendors. If you have any claims relating to such benefits, goods or services provided by a participating vendor, you agree to make your claim against the vendor providing the benefit, good or service. You will not consider us (and we will not be construed as) a party to such transactions, whether or not we may have received some form of revenue or other remuneration in connection with such transactions, and we will not be liable for any costs or damages arising out of, either directly or indirectly, you or any other person involved or related to the transactions. We assume no responsibility for the payment of, or contribution to, any use or sales tax on the benefits, which may be imposed by taxing authorities, and such taxes, to the extent imposed, shall remain your sole responsibility or that of the provider of the benefits, as the case may be.

This Site is provided on an “as is” and “as available” basis with no warranties whatsoever. WE MAKE NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING THE WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO USE OF THIS SITE OR ANY OF THE BENEFITS, PRODUCTS OR SERVICES OR RELATED INFORMATION PROVIDED TO YOU FROM COMPANY OR FROM OUR PARTICIPATING VENDORS. COMPANY DOES NOT WARRANT OR MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE BENEFITS, PRODUCTS, SERVICES AND MATERIALS FROM THIS SITE OR THE PARTICIPATING VENDORS IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM THIS SITE OR OUR PARTICIPATING VENDORS SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THIS AGREEMENT.

UNDER NO CIRCUMSTANCES SHALL OUR LIABILITY EXCEED YOUR CURRENT ACCOUNT FEE, AND UNDER NO CIRCUMSTANCES, INCLUDING NEGLIGENCE, SHALL WE BE LIABLE TO YOU OR A THIRD PARTY FOR ANY DAMAGES, INCLUDING, WITHOUT LIMITATION, DIRECT, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY,

PUNITIVE, THIRD PARTY OR CONSEQUENTIAL, EVEN IF COMPANY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE FOREGOING LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. THE COMPANY DISCLAIMS ANY WARRANTIES REGARDING THE SECURITY, RELIABILITY, TIMELINESS, AND PERFORMANCE OF THE SITE. THE COMPANY DOES NOT WARRANT THAT THE SITE WILL MEET YOUR REQUIREMENTS OR THAT THE OPERATION OF THE SITE WILL BE UNINTERRUPTED AND ERROR FREE. YOU UNDERSTAND AND AGREE THAT YOU USE THE SITE AT YOUR OWN DISCRETION AND RISK AND THAT YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGES TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE USE OF THE SITE.

**Indemnification.** You agree to indemnify, hold harmless and, at our option, defend Grocery Reward Program Parties from any and all third party claims, liability, damages and/or costs (including, but not limited to, reasonable attorneys fees and expenses) arising from your improper use of this Site, your violation of this Agreement, or your infringement, or the infringement or use of any Intellectual Property Rights (as defined herein).

**Links.** The Site may contain links to other web sites. Grocery Reward Program does not control such other web sites and is not responsible or liable for the availability thereof or the products, services or other materials contained on such web sites. Grocery Reward Program shall not be responsible or liable, directly or indirectly, for any damage or loss incurred or suffered by any user in connection therewith. Your access and use of linked web sites, including the products, services and materials therein, is solely at your own risk.

**Intellectual Property.** You hereby agree and acknowledge that Grocery Reward Program owns all right, title and interest in and to this Site, including, without limitation, all Intellectual Property Rights. "Intellectual Property Rights" means any and all rights under patent law, copyright law, trade secret law, trademark law, and any and all other proprietary rights. You acknowledge that all marks that appear throughout the Site belong to Grocery Reward Program, or the respective owners of such marks, and are protected by applicable trademark and copyright laws. Any use of any of the marks appearing throughout the Site without the express written consent of Grocery Reward Program or the owner of the mark, as appropriate, is prohibited.

**Privacy Policy.** Information collected through the Site will be used in accordance with our Privacy Policy, which can be found on the Site. By accepting the terms of this Agreement, you hereby acknowledge that you have read and understand the Privacy Policy and agree to its terms.

**Severability/Waiver.** In the event any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction or appointed arbitrator, such determination shall in no way affect the validity or enforceability of any other provision herein. The failure by us to exercise rights granted to us hereunder upon the occurrence of any violations set forth in this agreement shall not constitute a waiver of such rights upon the recurrence of such violation.

**Modifications/Termination.** Grocery Reward Program reserves the right at any time to modify, suspend or permanently discontinue the Site, your program or any portion thereof, with or without notice. You hereby agree that Grocery Reward Program shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Site or your program.

**Arbitration.** All legal issues arising from or related to the use of your program and this Site shall be construed in accordance with the laws of the State of Delaware applicable to contracts entered into and wholly to be performed within Fairfield County, Connecticut. Any controversy or claim arising out of or relating to this Agreement or your use of the Site shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association ("AAA"). Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of another party. The arbitration shall be conducted in Connecticut, in Fairfield County and judgment on the arbitration award may be entered into in any state or federal court in New York having jurisdiction thereof. Notwithstanding the applicable law on statute of limitations, demand for arbitration with the AAA must be filed within ONE (1) YEAR after the date the party asserting the claim first knows or reasonably should know of the act, omission or default giving rise to the claim; and there shall be no right to any remedy for any claim not asserted within that time period. (If applicable law prohibits a one-year limitations period for asserting claims, the claim must be asserted within the shortest time period in excess of one year that is permitted by applicable law.) The use of your program and this Site and the terms of this Agreement shall be governed exclusively by the laws of the State of Delaware and the Federal Arbitration Act, without regard to conflict of laws provisions. By using the Site and thereby agreeing to the Agreement, you hereby consent to the personal jurisdiction and venue in the state and federal courts sitting in the State of Connecticut.

**Assignment.** We may assign our rights and obligations under this Agreement. This Agreement will inure to the benefit of our successors, assigns and licensees.