Fridley Liquor Store Rewards Program Terms & Conditions

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General

- 1. The Fridley Liquor Rewards Program is offered at the sole discretion of Fridley Liquor. All interpretations of these Terms and Conditions shall be at the sole discretion of Fridley Liquor.
- 2. Only legal residents of the United States, of legal age to purchase and consume alcoholic beverages in the state of Minnesota, may join the Rewards Program. Enrollment becomes effective and acceptance of these Terms and Conditions begins when an individual successfully enrolls in the Program. No individual is successfully enrolled until they have been notified by Fridley Liquor that requested Membership has been activated. In the event that an ineligible in dividual is enrolled, said membership will terminate immediately upon Fridley Liquor's knowledge of ineligibility, regardless of when individual is informed of the terminated membership; and no compensation, Points, Coupons or Certificates, or others benefits will be paid or due to said individual.
- 3. This program has no predetermined termination date and may continue until Fridley Liquor decides to terminate the program, at any time with or without notice. Members will have at least one month from termination date to redeem any eligible points.
- 4. Fridley Liquor reserves the right to add, modify, delete, or otherwise change these terms, any of the rules, procedures, conditions, rewards, or points pertaining to the Program, at its sole discretion, with or without notice, even though changes may affect the value or impact of Points already accumulated or rules for earning or use Points.
- 5. Fridley Liquor employees and City of Fridley employees of legal age are eligible to join this program.
- 6. There is no cost to join the Rewards Program. Program membership entitles Members the ability to earn Points which can be redeemed for rewards. If by any means Fridley Liquor fails to reward necessary points to account, the amount of points will be added to members account, upon Fridley Liquor's knowledge of occurrence, verification and at Fridley Liquor's sole discretion.
- 7. Members may not transfer Points between accounts, and cannot combine Points from accounts for redemption or reward. Points or rewards may not be sold, or bartered between members or to anyone.
- 8. Fridley Liquor reserves the right to discontinue membership for anyone who appears, in the sole discretion of Fridley Liquor, to: (a) be using the Program in a manner inconsistent with the Terms and Conditions or intent of the Program or any portion of the Program; (b) act in a manner inconsistent with local or federal laws, statutes, or ordinances; (c) have committed

fraud, theft, misconduct, or dishonesty in connection with the Member's account, any other Member account, or any component of the Program; (d) have engaged in abusive, disruptive, inappropriate, or hostile conduct toward any Fridley Liquor location, employee, representative, or Member; or (e) have failed to pay outstanding accounts due to Fridley Liquor. Such discontinued membership may result in the loss of all accumulated Points and the cancellation of participation and any Perks and/or issued Coupons or Certificates. In addition to discontinuance of membership, Fridley Liquor shall have the right to take appropriate administrative and/or legal action, including, without limitation, criminal prosecution, as it deems necessary.

- 9. Members accounts not active for over 1 year may be terminated. Those members are allowed to at any time re-apply for a new reward account.
- 10. Fridley Liquor is by no means responsible to send members their point balances. At the time of each purchase, points are stated on receipt. Fridley Liquor is not responsible for incorrect or inaccurate transcription of Member contact 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 Web site or on-line 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 email for whatever reason.
- 11. If by any means information of members account is breached by a third party, Fridley Liquor is by no means liable for unauthorized access to that account, access to points, or redemption of points. For any unauthorized use of membership rewards, Fridley Liquor is not required to reimburse points or reward to member. If at any time a member becomes aware of any fraudulent activity such as their rewards card is lost, stolen, or their information may be compromised, member is responsible for contacting Fridley Liquor and requesting termination of the account.
- 12. Member is responsible for contacting Fridley Liquor to notify them of any changes of personal information, which may be needed for their account.
- 13. By enrolling in Fridley Liquor Rewards program, members agree to provide their email, and agree to receive any emails from Fridley Liquor, notification of discounts, events, membership status, and all other Fridley Liquor direct emails. If at any time member does not want to receive further emails, member must request Fridley Liquor to take their email off the mailing list.

II. Accrual of Points

1. Fridley Liquor Rewards points can be earned by any eligible purchases made at all Fridley Liquor store locations. Gift certificate/gift card purchases are eligible purchases for points. But in the event a purchase is paid for with a gift card, any amount purchased with the gift card, is not eligible for points. Keg deposits, or any other deposit amounts, are not eligible to earn points.

- 2. Total amount of the eligible charges upon which Points will be calculated is determined after any coupons or certificates or discounts have been applied. All Point values are rounded up to the nearest whole number. All point values are awarded based on the pre-tax value of the items purchased, including both the dollars and cents spent.
- 3. For member protection, keep all receipts in the event points are not awarded correctly to a members account, receipts will be needed as proof of purchase.
- 4. Points are accrued at the following rate: 1 point per \$1 dollar spent.
- 5. Certain merchandise is subject to bonus points above the point per dollar value.
- 6. Certain specials with bonus points may also be added additionally depending on specials.
- 7. Points may be redeemed for store credit at the rate of \$5.00 store credit per 100 points redeemed. The point of sale time the purchase points exceeded the 100 point level, is exempt from reward being used. The \$5 reward must be used at the next point of sale.
- 8. Members may accumulate points up to a maximum of 500 points. Points must be redeemed in order to continue accumulation once the maximum is reached.

III. Use of Points and Reward Conditions

- 1. Points have no cash value, and expire after one year of inactivity. Their sole purpose is to keep track of members spending, that equals their eligibility for offers. The amounts and frequency of offers are determined at the sole discretion of Fridley Liquor and can be changed at any time.
- 2. Points earned by a Member may not be sold, auctioned, bartered, brokered, purchased, or otherwise transferred. Any Points obtained in that manner will be considered to have been fraudulently obtained and deemed void and the membership of any Member attempting to affect any such transfer may be terminated. (See Section I.7, above.)
- 3. Offers earned:
 - a) Are void where copied; fraudulently obtained or transferred; derived from Points fraudulently obtained or transferred.
 - b) May not be combined with other discounts or promotional offers/retail coupons or certificates unless otherwise specified in writing by Fridley Liquor.
 - c) Cannot be redeemed for cash, prizes, or credit, have no cash value, and are not exchangeable;
 - d) Are subject to the redemption terms and procedures specified by Fridley Liguor.
- 4. Rewards are given based upon point status. Receive a \$5 store credit for every 100 points a customer redeems. (See accrual terms above.)
- 5. Reward cards may be reissued if lost or compromised.
- 6. In no event will Fridley Liquor be liable for the acts or inactions of a third-party, regardless of whether that party provides a service or product as part of the Fridley Liquor Reward Program. You agree that Fridley Liquor does not warrant or guarantee that the Program or any such other products and services will be uninterrupted, without omissions or error free, or those defects will be corrected or changes implemented. Should a Member be determined, within the sole discretion of Fridley Liquor, to have been improperly denied a Perk, liability, if any, will be limited to the equivalent value of that Perk as determined solely by Fridley Liquor.

7. Points earned will be eligible on a future purchase and may not be redeemed the same day they are earned.

IV. Agreement of information of rewards members

- 1. In addition to members participating in Fridley Liquors reward program, personal information is submitted in store during application process. Information collected includes: name, email, phone number, and zip/postal code. By all means your information will not be used for other wise as defined as follows.
- 2. Fridley liquors reserves the right to use information provided to administer market and sales research. The information may be provided to an outside party researcher, but by no means are the researchers allowed to use information provided to them for personal contacts to our members or to sell personal information to any third party.
- 3. Information collected is for use of notifying members of point and reward balances (maintenance of members account), and email may be used to inform members of Fridley Liquor specials and events.
- 4. Any information shared with a third party for the purpose of updating our program to conduct research will not be sold. In fact at any time, Fridley Liquor will not re-sell your information.
- 5. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect. The failure by Fridley Liquor to exercise rights hereunder upon the occurrence of any of the contingencies set forth in these terms will not constitute a waiver of such rights.