



## Moose Rewards Program

Your membership just became more valuable

### Terms and Conditions

The Moose Rewards Program is offered exclusively through Moose International, Inc. to any individual with a current, active, non-delinquent Moose membership (“Active Moose Members”). All Active Moose Members are automatically enrolled in the Moose Rewards Program. The Moose Rewards Program begins on May 1, 2015 and shall terminate on April 30, 2020. All aspects of the Moose Rewards Program are governed by and remain subject to these terms and conditions as well as all rules and regulations promulgated pursuant to these terms and conditions (“Terms and Conditions”), and are void where prohibited by law. Moose International, Inc. reserves the right to limit, modify, add, delete, amend, restate or otherwise alter these Terms and Conditions at any time, with or without notice, in its sole discretion, including, without limitation, the right to suspend or terminate the Moose Rewards Program in part or in its entirety for any or no reason without prior notice even though such suspension or termination may affect the right of an Active Moose Member to accrue or redeem Moose Points (as defined below). Upon suspension or termination of the Moose Rewards Program, all Moose Points and any other benefit of the Moose Rewards Program shall immediately become null and void, except as specifically provided herein. The foregoing rights include modifying, altering, adding or deleting Moose Rewards Program benefits, the value of Moose Points, redemption levels or options, conversion ratios, and conditions for Moose Rewards Program participation, which changes may affect the value of Moose Points already accumulated by Active Moose Members. Active Moose Members shall not be entitled to any vested rights with respect to any accumulated Moose Points or with respect to any expectation or anticipation that the Moose Rewards Program or any benefit thereof will remain in effect. Moose International, Inc. has the right to interpret and apply the Terms and Conditions in its sole discretion.

**Acceptance.** Any use or redemption of Moose Points under the Moose Rewards Program means that the applicable Active Moose Member accepts the Terms and Conditions and agrees to read, review, comply with and otherwise accept all Moose Rewards Program materials provided to Active Moose Members, including, without limitation, materials provided on or with any account statement, and materials and information available through the Moose International, Inc. website. Active Moose Members should periodically review the website for Moose Rewards Program changes.

**Accumulation.** Moose Points may be earned by Active Moose Members on specific activities designated by Moose International, Inc. during the applicable time period designated by Moose International, Inc.

These activities are offered through Moose International, Inc. The list of current activities and associated Moose Points can be found on the Moose International Inc. website. The amount of Moose Points earned in connection with any specific activity is subject to modification, cancellation, and limitation, with or without notice, at the sole discretion of Moose International, Inc. At the sole discretion of Moose International, Inc., Moose Points can be earned in connection with the creation of a new active membership account for new members who fall within certain categories or who sign up during certain times. New Active Moose Members may begin accruing Moose Points upon activation of their Moose membership number and compliance with the Terms and Conditions. Currently, there is no limit on the amount of Moose Points that an Active Moose Member may earn.

**Redemption.** Moose Points held by Active Moose Member may be redeemed by such Active Moose Member, who shall provide an active personal email address. By providing your email address, the Active Moose Member authorizes Moose International, Inc. to send information about the Moose Rewards Program. All activities and transactions regarding Moose Points accumulated or redeemed under the Moose Rewards Program must be completed through the Moose website. Active Moose Members may redeem Moose Points for the purchase of those products and services that qualify under the Moose Rewards Program at the time of such redemption. Moose Points cannot be redeemed or applied towards any purchases made at any time prior to the accumulation of the applicable Moose Points. Additional restrictions on Moose Points or the redemption thereof may be imposed at any time, with or without notice. All Moose Points redemptions are final except as expressly provided herein.

**Transfer.** Moose Points do not constitute property of the respective Active Moose Member and may be revoked by Moose International, Inc. at any time in accordance with the terms hereof. Moose Points earned by Active Moose Members are for the benefit of the respective Moose membership account only and may not be transferred to anyone. Moose Points will only be honored by Moose International, Inc. and not by any other affiliate of Moose.

**Account Disclosure.** Information regarding the Moose Points accumulated or redeemed under Moose Rewards Program account may be disclosed to the respective requesting Active Moose Member. Active Moose Members also may be provided with the ability to use usernames and/or passwords to gain access to the Moose website to monitor, view or modify their information relating to the Moose Rewards Program. The content contained on such website is provided to the respective Active Moose Members for their personal use only.

**Account Information.** Active Moose Members are responsible for ensuring that Moose Points are properly accumulated and redeemed. Moose Points will not be posted to the applicable Moose membership account until the earnings have been appropriately validated by Moose International, Inc.. Any disputes regarding the accumulation or redemption of Moose Points must be brought to the attention of Moose International, Inc. in writing within three (3) months of the disputed transaction. Active Moose Members are responsible for timely notification to Moose International, Inc. of any change in name, address, email address and telephone number used by Active Moose Members in connection with the Moose Rewards Program. Account information can be changed by contacting Moose International, Inc. Changes to account information may require supporting legal documentation, signature, date and/or Moose membership account number. Moose International, Inc. shall have no liability or responsibility relating to lost or misdirected mail or any consequence thereof.

**Confidentiality.** All exchanges of information that may occur during the course of the Moose Rewards Program will be governed by the Moose International, Inc. Privacy Policy published on the Moose

International, Inc. website. Active Moose Members may receive certain Moose Rewards Program information, including, without limitation, marketing materials from Moose International, Inc., to inform them of special offers and products relating to Moose Points. By participating in the Moose Rewards Program, Moose Members consent to receive all such information, but Active Moose Members shall have the right to opt-out by delivering written notice to Moose International, Inc. of its desire to opt-out. Such opt-outs will be effective within 30 days of receipt of written notice by Moose International, Inc.. Except as otherwise provided herein, information involving the accumulation and redemption of Moose Points will be kept confidential and will remain the sole property of Moose International, Inc.

**Breach/Fraud/Sale of Moose Points.** In the case of any breach of these Terms and Conditions, furnishing of false information, fraud or general abuse (including attempted breach, attempted fraud and attempted abuse) involving any aspect of the Moose Rewards Programs or Moose Points, as determined by Moose International, Inc. in its sole judgment, Moose International, Inc. shall have the right to take such administrative and/or legal action as it deems necessary, and to recover damages, attorneys' fees and court costs. By way of illustration and not limitation, all related Moose Points and other benefits earned through the Moose Rewards Program may be forfeited and may be subject to recoupment by Moose International, Inc. and any Active Moose Members associated with such account may be disqualified from participation in the Moose Rewards Program and/or any other customer loyalty program offered by Moose International, Inc.. Any Moose Points sold for cash or other consideration, altered, photocopied or otherwise reproduced shall become null and void and constitute a breach of these Terms and Conditions.

**Expiration/Termination.** Any Moose Points accumulated by Active Moose Members (1) who cancel their Moose membership account, or (2) whose membership account is cancelled by Moose International, Inc. for any reason shall become null and void without further notice. In the event Moose International, Inc. terminates or suspends the Moose Rewards Program, Active Moose Members shall have (8) eight months from the date that Moose International, Inc.'s announcement that the Moose Rewards Program is terminated or suspended is made, to redeem their Moose Points, after which time all Moose Points will automatically become null and void.

**Taxes.** Active Moose Members who earn Moose Points through participation in the Moose Rewards Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Moose Points is the sole responsibility of the Moose Members.

**Moose International, Inc. Employees.** Employees of Moose International, Inc. and all related corporations are eligible to participate in the Moose Rewards Program.

**No Liability.** In no event shall Moose International, Inc., or any subsidiary or affiliate of Moose International, Inc., be liable for any direct, indirect, punitive, incidental, special or consequential damages arising out of or in any way connected with the Moose Rewards Program, whether based on contract, tort, strict liability, or otherwise, irrespective of whether Moose International, Inc. has been advised of the possibility of such damages. In addition, neither Moose International, Inc. nor any subsidiary or affiliate of Moose International, Inc. shall be liable for any errors or omissions that may be made, incorrect or inaccurate transmission of information, any failure of or problems with the computer equipment, software, programming, or any other technology used in connection with the Moose Rewards Program, or any delay in reporting any Moose Rewards Program information or Moose Points earned by an Active Moose Member, including without limitation, any interruption, deletion, omission, defect or line failure of any telephone network or electronic transmission. TO THE FULLEST EXTENT ALLOWABLE BY

LAW, ACTIVE MOOSE MEMBERS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING PRODUCTS AND/OR SERVICES OFFERED BY MOOSE OR ANY MOOSE REWARDS PARTNERS, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OF FITNESS FOR A PARTICULAR PURPOSE AND ANY IMPLIED WARRANTY ARISING FROM A COURSE OF DEALING OR COURSE OF PERFORMANCE. If Moose International, Inc. improperly denies An Active Moose Member Moose Points, by participating in the Moose Rewards Program, such Active Moose Member waives any and all rights to bring a claim or action related to such matters in any forum beyond one (1) year after the first occurrence of the kind of act, event, condition or omission upon which the claim or action is based. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential, or incidental damages, or for implied warranties, the above limitation may not apply to you. Active Moose Members agree to rely exclusively on manufacturer's warranties, if any, for any products redeemed through the Moose Rewards Program. As a condition of participating, the Active Moose Member agrees that (1) all disputes, claims, and causes of action arising out of or connected with the Moose Rewards Program, the Moose Points, or any products or services redeemed through Moose Rewards Program shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Northern Illinois, and (2) any and all damages, judgments and awards should be limited actual out-of-pocket direct costs incurred, but in no event attorney's fees.

**Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of an Active Moose Member, or Moose International, Inc. in connection with the Moose Rewards Program shall be governed and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions. No waiver of any provision of these Terms and Conditions shall constitute a waiver of any other provisions hereof nor shall such waiver constitute a continuing waiver unless otherwise expressly provided. In the event that any provision contained herein is declared void or illegal, such provision or part thereof shall be deemed never to have existed and all other provisions contained herein shall continue to remain in effect.