

## **Shopping Rewards Program – Terms & Conditions**

Last Modified: August 22, 2022

Fashion Reviewer Spot LLC ("Shopping Rewards", "we," "us," and "our") operates this website ("Website"), as well as other websites (collectively, the "Websites"), where you can earn merchandise and/ or gift cards (collectively, "Rewards") by, as detailed below, registering and providing personally identifiable information, registering for and/or purchasing certain products and/or services ("Deals") available on the Website from our advertiser clients and marketing partners (collectively, "Marketing Partners"), and completing the reward claim process, which requires ID

## verification.

By accessing and using the Website, you agree to and accept these Terms & Conditions, as well as our Privacy Policy and any additional terms, conditions, and policies published on the Website (collectively, the "Agreement"). If you do not agree to and accept the terms of the Agreement in their entirety, you do not have permission to visit and/or use the Website.

Mandatory Arbitration. These Terms & Conditions contain a mandatory arbitration provision, as detailed below, that requires you to arbitrate, individually, all disputes or claims that you may have with us, our parent, related parties, or Marketing Partners, who are third-party beneficiaries of the mandatory arbitration provision. Thus, for example, if you provide prior express written consent to be contacted via telemarketing or SMS/text messaging, any claims that you may have regarding any telemarketing or SMS/text messages that you receive are subject to the mandatory arbitration provision. The mandatory arbitration provision also waives your right to participate in a class action or multi-party arbitration. There are two narrow exceptions to the mandatory arbitration provision: (1) you may opt-out by providing written notice of your decision to do so within thirty (30) days of the date that you first register on an Website]; and (2) you may opt-out by filing a claim in Small Claims Court provided the requirements described below are met.

How the Rewards Program Works. To qualify for a Reward, you must: (1) be a U.S. resident, 18 years of age or older; (2) provide accurate registration information (including your name and contact information, i.e., valid residential and email addresses), and

(3) COMPLETE THE REQUIRED NUMBER AND LEVELS WHICH REFERES TO A GROUP OF DEALS ("LEVELS") AND DEALS, WHICH USUALLY REQUIRE PAID PARTICIPATION OR PAID SUBSCRIPTION, within a sixty-day period that commences on the date that you complete your first Deal (you will have options in terms of the Deals you select to complete and if one or more Deals that you select require longer than 60 days to earn credit – for example, you must pay for a monthly subscription charge following a trial period - you

will have the length of time required to earn credit for the Deal plus an additional 60 days thereafter to complete the requisite number and categories of Deals). Once you have completed the required number and Levels of Deals to qualify for your Reward, you must promptly complete the Reward claim process, which requires ID verification, to claim and obtain your Reward. Once you start the Reward claim process, you must complete it within thirty (30) days.

Choose your Reward. To earn your Reward, you must complete the number of Deals at each Level that correspond to the Reward value of your choosing. You can claim your Reward early once you've completed the minimum number of Rewards per level. The Shopping Rewards program allows you to select or change your Reward value up until you begin the process to claim your Reward. Once you and start the Reward claim process, you must obtain the Reward you selected.

At each Level, you can choose to continue to complete Deals and "Shopping Rewards" or claim a Reward and exit the Shopping Rewards program. You can complete Deals and claim Rewards at values of \$5, \$100, \$250, \$500, \$750, and \$1000 as set out below:

Reward	# of deal					
5\$	2	1	1	_	_	_
100	\$5	1	1	3	_	-
250	\$ 10	1	1	3	5	-
500	\$ 15	1	1	3	5	5
750	\$ 20	1	1	3	5	10

100	\$ 25	1	1	3	5	15

**Registration and Verification.** Please provide accurate registration information, including your name and contact information, i.e., valid residential and email addresses. After you register and complete a Level 1 Deal, you may be asked to verify your email and/or residential address.

**Completion of Deals.** The various Levels and Deals are only available after you have completed the registration process, reviewed the survey pages (you can skip to the end of the survey pages by clicking the "Skip" button that's on every page of the survey), and viewed optional offers. Information on survey pages and optional offers, which do not need to be completed to qualify for a Reward, are set out below. To be credited with completion of a Deal, you must access the Deal through the Website on a Deal page, through a valid link provided to you by customer support or through a link obtained through our refer-a-friend micro-affiliate program described below. If you link to a Deal and complete it in any other manner, you may not receive credit for that Deal. You must use the same accurate contact information for completing the required Deals as you did during the registration process in order to receive credit towards a Reward for a Deal. You may not have a third party (friend, relative, etc.) complete Deals for you. You cannot sign up for the same Deal more than once to get credit for a Reward.

If you do not complete all of the required Deals during your initial visit to the Website, click the "Reward Status" button (located in the footer section of the Website's landing page), log in, and use the provided link that will enable you to resume signing up for Deals. If you are unable to resume signing up for Deals via this method, please contact customer support for

assistance. You should retain any confirmation emails or other documentation received applicable to the completed Deals so that, if requested, you can document completion of the required Deals.

For a subscription or purchase Deal, the Marketing Partner must be able to successfully bill your credit card at least once or for the number of times specified in the particular Deal's terms to receive credit. Some of our Marketing Partners will not accept prepaid cards to complete Deals. You will not be credited with completing a Deal unless the Marketing Partner confirms your completion, so do not use a prepaid card for Deals or cancel a Deal right after you signup. Many Marketing Partners will not give credit to a "quick cancel." For this reason, there may be a delay from the time you sign up for a Deal and when it appears as a completed Deal on your Reward Status. Additional terms and conditions may apply to participate in select Deals. You should read the terms of each Deal provided by the Marketing Partner for an explanation of these terms. Specific Deal terms, as well as the Terms and Conditions set out herein (if applicable), govern each Deal. See our Representative Deal

Chart for a brief description of most Deals, information on initial and ongoing commitments, and how to cancel. For additional information on Deals, visit the sponsoring Marketing Partner's website.

Refer-a-Friend Program. We may offer, from time, a refer-a-friend program, where a user can earn an e-gift card in a to-be-specified amount for referring a number of friends to our Site. We will post the program terms which will include a unique link that each participant will provide to the friends they are referring. We'll also specify the numbers of friends required to earn the e-gift card and other program terms.

**Reward Status.** You can check on your progress at any time by logging in with your email address on Reward Status. It may take up to five days for your completed Deals to display, so please be patient. Customer support is available to provide assistance here.

We recommend that you keep email confirmations from completed Deals, as we may ask for them to enable verification of your completion of Deals as described below. We also reserve the right to require you to provide us with proof of payment for completed Deals. Acceptable proof includes copies of bank or credit card statements. When you make copies of your statements, we ask that you cover your account number.

## **Reward Claim Process.**

- 1. Start Reward claim process by clicking on the "Claim Reward" popup notification. Once you have completed the required number and Levels of Deals, a popup will appear alerting you that you are ready to proceed to the Reward claim process. Click on the popup to proceed to the Reward claim process pages. Alternatively, you may log into the Website and click the "Reward Status" button at the bottom of the page, also available here. Enter the email address you registered with and click on the "Check Reward status" button. If you have completed the required number and categories of Deals, you will be eligible to start the Reward claim process by clicking on the "Claim Reward" button.
- 2. Verifying your Deals. Please note that some Deals may require verification before you can proceed with the Reward claim process. We may ask you to submit "proof of completion" to confirm that you completed certain Deals. If verification is required, once you click the "Continue" button, an email will go out to you with instructions on how to verify your Deals so you can continue the Reward claim process. Verification may require you to provide an unaltered copy of the confirmation email(s) of the Deals that you completed, proof of payment,

and/or a screenshot of required documentation, such as a screenshot of a mobile application, using your smart phone.

- 3. Submit claim ticket. Once all Deals have been verified (or if no verification was required), accurately fill out and submit your claim ticket to start the Reward claim process. Please provide accurate information consistent with the information provided during the registration process to ensure timely processing of your claim ticket. Once you have submitted a claim ticket for a particular Reward, you may not change your Reward. Failure to provide accurate information may result in processing delays and/or disqualification of your claim.
- **4. Submit claim verification form and verify ID.** Once you submit your claim ticket, you will be prompted to verify your identity by completing knowledge -based authentication questions. Next, you should receive an email with directions concerning the identity verification steps that need to be undertaken to claim the Reward:
- ID Verification Email This email will ask you to consent to verify your identity by scanning or uploading a clear photo of an unexpired, government-issued ID and a real-time selfie. The identity verification process is operated through our third-party vendor, Veratad. This information is used exclusively for fraud prevention purposes and to ensure that prizes are not earned through bots, automated processes or fraudulent use of software or by users who engage in prohibited and/or fraudulent activities. The submission of your ID and selfie via Veratad's secure process is encrypted end-to-end and your information will only be used for purposes of identity verification. After clicking on the link, you will receive an additional email

from noreply@rewardsclaims.com that includes a 4-digit code. Once you enter this code, you will be prompted to upload your valid government-issued photo ID. Next, you will take a real-

time selfie. The document identification is verified for authenticity AND the selfie is compared to the photo on the document to ensure both are a match.

If Veratad cannot verify your government-issued ID, our claims team may ask for additional verification such as proof of residency (such as a utility bill). If you do not consent to use the

Veratad identity verification process, we will provide you with other means to verify your compliance with these Terms & Conditions that do not require a selfie.

If you do not immediately receive these emails, check your spam/junk folder or contact us for assistance. Note that the emails will only be sent to the email address provided during initial registration.

5. Receive your Reward. Within 72 hours of receipt of your claim ticket and verification submissions, we will issue an email to you regarding the status of your submission. If any questions are posed with respect to your submission, you will need to promptly respond and address those issues. Otherwise, your submission may remain incomplete and your time to claim the Reward may lapse. If you have any questions or concerns, you must promptly contact customer service to address the same. Once you have successfully completed your submission, we will send you your Reward within 7-10 business days. We reserve the right to audit claims to ensure that only users who fully comply with these Terms & Conditions can claim a Reward.

We reserve the right to substitute a Reward of equal or greater value if the Reward you earned is unavailable for any reason. We are not responsible and will not replace any lost, stolen or mis-delivered Rewards unless the misdelivery is clearly because of our error.

## **Key points to remember:**

- Throughout the process, you must use one email address to complete all Deals. After you register and after completing a Level 1 Deal, you may be asked to verify your email and/ or residential address.
- To earn the applicable Reward, you must complete the required number of Deals in the required Levels within sixty (60) days of completing the first Deal, unless a Deal that you elected to complete requires longer than sixty (60) days to earn credit. For Deals that require longer than 60 days to earn

credit, you will have the length of time that is required to earn a Deal credit plus an additional sixty (60) days complete the required number of Deals in the required Levels.

- Rewards are subject to the Household Waiting Period Rule, described below.
- Once you have completed the required number and categories of Deals to qualify for your Reward, you must start the Reward claim process, which requires ID verification.
- Once you start the Reward claim process (by clicking on the "Claim Reward" button), you must complete the Reward claim process within thirty (30) days.
- The Reward claim process includes the completion of a claim ticket on the Website followed by ID verification. Instructions on ID verification will be sent to the email address provided during initial registration following your submission of the claim ticket on the Website.
- You may not change your Reward selection once your claim ticket has been submitted.
- We may substitute a gift card of equal or greater value for another gift card or other merchandise of equivalent value for the Reward you earned.

 We will use the contact information you entered at registration to communicate with you. It is your responsibility to make sure that information is accurate.
We are not responsible and will not replace any lost, stolen, or mis-delivered Rewards unless the mis-delivery is determined, at our discretion to result solely from error on our part.

We utilize photo image analysis software provided by our third-party service provider to review submitted photo identification cards to determine their validity. To protect the integrity of our regards program and prevent fraud, to participate in the program and claim a reward, all users must upload their photo identification card to a secure website as provided by our claims team before a user can be approved to receive a reward. If we identify an identification card and/or selfie image uploaded that has been altered or is otherwise determined to be invalid, we reserve the right to disqualify the claim. Additionally, we reserve the right to bar participants who submit

invalid identification cards from participating in our rewards program and may take other action against such users.

We rely on our users providing accurate registration information so we and our Marketing Partners can connect with and market to our users. If your registration information (name, postal address, email address) does not match the information on your claim ticket and claim verification form, we reserve the right to disqualify you. In some instances, our system may pre-populate inaccurate registration information. If this happens, contact us here and provide us the correct information so we can update the system.

**Publicity.** We may use your first name, last initial, and City and State of residence (for example John S. Wichita, KS) on a

Website. We will also ask for a testimonial and/or a picture of you with your Reward. If you submit either, you grant us a royalty-free license to display and use what you submit to us in any medium.

Limitations - Household Waiting Period Rule. Rewards are limited to one Reward of any kind per person and household (persons living at the same residential address) per eligibility period. You and the members of your household must wait sixty (60) days after completing all of the Deals required for a Reward with a value of \$100 or less before becoming eligible for another Reward of any kind, and you must wait twelve (12) months after completing all of the Deals required for a Reward with a value greater than \$100 before becoming eligible for another Reward of any kind. A household means a residence – where you live – and cannot be a PO box, where you work, or other non-residential address. We may ask you to prove your household address so we can ensure compliance with the rule depending on the Reward Level.

Employees of Fashion Reviewer Spot LLC and its parent, subsidiaries and related parties and its advertising, publisher, fulfillment, agency, and Marketing Partners, and their immediate families (including those living in the same households) are not eligible to earn a Reward. If we determine you are associated with Fashion Reviewer Spot LLC, we reserve the right to disqualify you.

You cannot complete Deals using a bot or other automated means of signing up or otherwise tamper with our system or attempt to defraud us by using multiple email addresses or other means or otherwise "game" the Rewards Program to circumvent the limitations described above. You also cannot use a link to

a Website provided by another person or one obtained outside of our normal marketing channels or reuse a link that you previously used to claim a Reward, unless we have sent you a link to share as a part of our refer-a-friend program. We may also disqualify you if you access a Website 'mid-path' by skipping the registration and/or survey pages. If we reasonably believe you are attempting to do so, we may void all of your attempts to earn for a Reward.

**Survey Questions.** While on the Website, you will be presented with survey questions. Completion of the survey questions is not required to earn or claim your Reward. If you do not wish to respond to survey questions, please simply select the "Skip the Survey button which will bring you to the end of the survey section. To the extent that you elect to respond to survey questions and consent to telemarketing, information concerning your responses to the survey questions may be shared with our Marketing Partners. If you no longer wish to receive such communications, please see the terms on Telemarketing and Text Messages and the Privacy Policy.

**Optional Offers.** While on the Website, you may be presented with optional marketing offers from our Marketing Partners. Completion of the optional marketing offers does not count towards your Reward requirements and is not required to earn or claim your Reward. Optional marketing offers are principally distinguished from Deals on the Website because they are described as "Offers" and do not appear on the various Levels on the Website.

**Telemarketing and Text Messages.** Where you provide "prior express written consent" within the meaning of the Telephone Consumer Protection Act ("TCPA"), you consent to receive telephone calls, including artificial voice calls, pre-recorded

messages and/or calls delivered via automated technology, and text and SMS messages to the telephone number(s) that you provided from us and the Marketing Partners. You are not required to provide this consent to earn a Reward or purchase any of the other goods or services offered on the Websites. If you provide consent, we and any of the Marketing Partners may send you SMS messages from their short codes or long codes. Our short codes are 53294, 91982, 27367, 68766, and 411411; we may acquire additional short codes. Message Frequency Varies, maximum 15 messages per month. Message and data rates may apply. Text STOP to opt-out from future messages and HELP for help or contact us. Compatible carriers include: AT&T, Verizon Wireless, Sprint, Boost, Alltel (Verizon Wireless), U.S. Cellular, MetroPCS, T-Mobile ® United Wireless, Virgin Mobile, Boost Mobile, Cellcom, C Spire Wireless CellSouth, Cricket, Cincinnati Bell, and Virgin Mobile®. T-Mobile® is not responsible for delayed or undelivered messages.

Further, where you submit your personal information to us, such act constitutes an inquiry for purposes of the Telemarketing Sales Rule ("TSR") (16 CFR §310 et seq.), and applicable state do-not-call regulations. As such, even where your telephone number is listed on the Federal Trade Commission's Do-Not-Call List, and/or on applicable state do-not-call lists, we retain the right to contact you via telemarketing in accordance with the TSR and applicable state do-not-call regulations

Any claims you may have under the TCPA and TSR against us or any of the Marketing Partners will be subject to the Arbitration/ Dispute Resolution provision below.

**Privacy, Security and Links.** See our Privacy Policy, which is incorporated herein by reference, for more information concerning our collection and use of your information, the security of your information, and how to have your information deleted from our database. For a timely response to any inquiry regarding your Deal submissions, qualification, and Reward delivery, submit your question here. The Website contains links to other sites or services. For example, when you link from a

survey question, optional offer, or Deal advertisement to another site, you are leaving the Website

and are subject to the privacy policies and terms and conditions of those sites. We are not responsible for the privacy practices, content, or security of such third-party sites.

**Tax Liability.** You are responsible for all local, state, and federal taxes on any Reward you receive.

Agreement; Choice of Law/Jurisdiction and Venue. You agree that these Terms & Conditions constitute the agreement between us and that New York law controls, without regard to conflicts of law provisions. Any dispute that is not resolved by arbitration and proceeds in a state or federal court will be adjudicated in a court in the state of New York. You expressly waive any defense or objection to venue or personal jurisdiction.

Arbitration/Dispute Resolution. You agree to arbitrate any and all claims arising out of or related to the Agreement. If you have a dispute concerning any aspect of the Agreement, including without limitation, your participation in the Rewards Program or a telemarketing call or SMS/text message that you received from us or a Marketing Partner, you should first contact customer support on any of the Websites or complete a customer support ticket here. We will attempt to resolve the matter to your satisfaction within thirty (30) days of our receipt of a customer support ticket. We may choose to provide you with a final written settlement offer during this process. If we provide you with a final written settlement offer and you don't accept it, if we can't otherwise satisfactorily resolve your dispute, or if you choose to skip this step, you must submit your dispute for resolution by arbitration before the American Arbitration Association ("AAA") in the county where you live by filing a separate Demand for Arbitration online by following the instructions at https://apps.adr.org/webfile/.

An AAA arbitrator will have exclusive authority to resolve any dispute or claims that you may have with us—and our Marketing Partners who are third-party beneficiaries of the mandatory arbitration provision—arising out of or related to the Agreement. Matters subject to mandatory arbitration include, without limitation, whether this Arbitration/Dispute Resolution provision applies to your

particular claim or dispute, and any claim that all or any part of the Agreement, including this provision, are/is unenforceable. If the claim is against us, you will need our mailing address to file online. To obtain our mailing address, contact us by clicking here.

Either party may submit the dispute for resolution by arbitration at a location reasonably convenient to both parties. If either party files for arbitration, it will be conducted in accordance with the then current AAA Consumer Arbitration Rules.

If you proceed to arbitration against us, you will pay all AAA filing fees and we will pay for all administration and arbitrator fees unless the arbitrator determines that your claim is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). For claims brought by you of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone, or based only on submissions. The arbitrator may award any form of individual or equitable relief, including injunctive relief. Any award will be final and conclusive to the parties and may be entered in any court of competent jurisdiction. If you initiate arbitration against us and the arbitrator awards you relief that is greater than our final written settlement offer made before an arbitrator was selected, then we will pay you a minimum recovery of Five Hundred Dollars (\$500.00), plus we will reimburse any reasonable expenses incurred by your attorney, if any, including fees reasonably accrued for investigating, preparing,

and pursuing the claim in arbitration. Although under some laws we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we agree that we will not seek such an award from you. You and your attorneys are not required to keep the results of the arbitration confidential. You agree to the entry of injunctive relief to stop such a lawsuit or to remove you as a participant in such a suit.

Class Action Waiver. The arbitration provision contained in these Terms & Conditions does not constitute a waiver of any of your rights and remedies to pursue a claim individually and not as a class action in binding arbitration as provided above. This provision

preventing you from bringing, joining, or participating in class action lawsuits is an independent agreement.

**Exceptions to Mandatory Arbitration.** There are two narrow exceptions to mandatory arbitration. First, you may opt-out of the Arbitration/Dispute Resolution provision by providing written notice of your decision within thirty (30) days of the date that you first register on any of the Websites. To obtain our mailing address, contact us by clicking here.

Second, you may choose to pursue your dispute or claim in Small Claims Court rather than by arbitration, but only if your dispute or claim qualifies for Small Claims Court in a location where jurisdiction and venue over both you and Shopping Rewards LLC is proper.

Other than these two exceptions, you must arbitrate any claims as provided above.

YOU ACKNOWLEDGE AND AGREE THAT, VIA YOUR ACCEPTANCE OF THESE DISPUTE RESOLUTION PROVISIONS, YOU WAIVE ANY RIGHT TO A JURY TRIAL, AS WELL AS YOUR RIGHT TO BRING, JOIN, OR

PARTICIPATE AS A PLAINTIFF OR A CLASS MEMBER IN A CLASS ACTION SUIT OR MULTI-PARTY ARBITRATION BROUGHT AGAINST US, OUR MARKETING PARTNERS, OR ANY SERVICE PROVIDER USED BY US TO PROVIDE THE SUBJECT SERVICE.

Policy Against Spam. We require that all emails promoting the Websites are sent only to users who have agreed to receive such emails. We prohibit any advertising of the Websites using unsolicited "spam" emails. If an advertiser or other person advertising or promoting our Sites fails to comply with our "no spam" policy, we will take appropriate disciplinary action against such person up to and including terminating our agreement with such person. If you feel you've been sent unsolicited spam emails promoting a Website and would like to register a complaint, please let us know here. We will immediately investigate all allegations of spam email and take appropriate action.

**Disclaimer of Warranties.** The Websites, Rewards, and any third- party partner's products and/or services that you may receive from us, one of our Marketing Partners, or other thirdparty partners (collectively "activity and content relating to the Websites") is subject to change and is provided to you "as is" without any warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose, or noninfringement. We make no warranty that the activity and content relating to the Websites will (i) meet your requirements; (ii) be uninterrupted, timely, secure, or error-free; or (iii) be accurate or reliable. We assume no responsibility for any damage to your computer system or loss of data that may have resulted from material downloaded or otherwise obtained through activity relating to the Websites. We assume no responsibility for the deletion of, or failure to store, email messages and any other personalization settings in relation to

activity and content relating to the Websites. No advice or information, whether oral or written, obtained by you from us, shall create any warranty not expressly stated in these Terms & Conditions. Please note that some jurisdictions may not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you. We do not represent that your use of any content will not infringe the rights of any third parties.

**Limitation of Liability.** To the maximum extent allowed by applicable law, we will not be liable for any indirect, incidental, special, or consequential damages arising out of or relating to the Terms & Conditions, the Websites, or any Rewards, no matter how caused. In no event will our total cumulative liability to any user exceed an amount equal to the lesser of (i) the value of the Reward for which the consumer has registered, (ii) \$1,000, or (iii) the actual dollar amount consumer spent on the Website and third-party sites completing sponsored Deals.

Liability Release. By accessing one of the Websites or participating in our Rewards Program, you release us and our respective parents, subsidiaries, and other associated companies, and the directors, shareholders, officers, employees, or agencies of any of the above organizations, for any and all liability for any injury,

death, loss, tax liability, or damage of any kind arising from your participation in the Rewards Program, or resulting from acceptance, possession, use, or misuse of any sponsored Deals or Reward.

**Indemnification.** You agree to indemnify and hold us, our parents, subsidiaries, and related parties, and each of their respective members, officers, directors, employees, agents, and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs, and settlement costs), damages, suits, costs, demands, and/or

judgments whatsoever, made by any third party due to or arising out of: (i) your use of a Website, any service provided by us, user generated content ("UGC") or Content; (ii) your breach of these Terms & Conditions; (iii) your violation of any rights including, but not limited to, intellectual property rights; or (iv) any deceptive, threatening, libelous, obscene, harassing, or offensive material contained in any of your email communications or other submissions to a Website.

**Updates.** We may revise these Terms & Conditions at any time. Your continued use of a Website and/or participation in the Rewards Program evidences your acceptance of any changes. If you do not accept any of the Terms & Conditions, you do not have permission to complete our registration process or access a Website.

**Trademarks.** All trademarks associated with the Deals and Rewards are the intellectual property of their respective owners. Those owners do not endorse, administer, or sponsor the Rewards Program or the Website.