

## **Bering's 1940 Loyalty Club – Terms and Conditions**

**POSTED DATE 09/01/2018**

### **PLEASE READ THESE TERMS CAREFULLY BEFORE ENROLLING.**

The Bering's 1940™ Loyalty Club ("Bering's 1940 Club") is a customer engagement program offered by Bering Home Center, Inc., located at 6102 Westheimer, Houston, Texas 77057 ("Bering's", "us", "we" or "our").

These terms govern your membership in the Bering's 1940 Club. By enrolling in the Bering's 1940 Club, you agree to be bound by these terms, as well as the other rules and policies of the Bering's 1940 Club. If you do not agree to any or all of these terms, do not enroll in the Bering's 1940 Club. If you wish to no longer participate or disagree with any changes to these terms, please cancel your Bering's 1940 Club membership using the procedures set forth in these terms.

Please be aware that these terms include limitations on the liability of Bering's and our obligations relating to the Bering's 1940 Club, and certain exclusions of Bering's responsibility.

If you have any questions, please contact our customer care department at 1-800-Berings or by visiting a Bering's retail store near you for assistance.

PLEASE KEEP A COPY OF THESE TERMS FOR YOUR RECORDS AND PLEASE CHECK THE BERING'S WEBSITE FREQUENTLY FOR ANY CHANGES TO THESE TERMS.

#### **General:**

Bering's 1940 Club is an exciting way for Bering's to engage with our loyal customers. By participating, members ("you") may be surprised with perks, discounts and exclusive offers ("benefits") as our way of saying thanks for being a loyal customer. And Bering's is pleased to offer the Bering's 1940 Club without any membership fee.

The Bering's 1940 Club allows Bering's to engage with our loyal customers. We reserve the right to offer additional benefits, change benefit offerings or the frequency of such offerings, or decline to offer certain benefits in our sole discretion and without notice to you. Bering's 1940 Club benefits may include, for example:

- Priority notifications for special events/promotions
- Receive additional offers/discounts (via email) throughout the year
- Bering's Coffee Club – Buy 9 pounds of coffee, receive the 10<sup>th</sup> pound free
- Bering's Big Green Egg Charcoal Club – Buy 5 20lb. bags of BGE charcoal, receive the 6<sup>th</sup> bag free
- Bering's A/C Filter Club – Buy 6 A/C filters (Private label filter or 3M filter) and receive the 7<sup>th</sup> filter free
- Bering's Loyalty Reward Points/Dollars – Earn 1 point for every dollar spent (in-store only). For every 500 points you earn, you will receive a \$5.00 reward to be used on future purchases.

**Definitions:**

The Bering's 1940 Club is offered exclusively by Bering Home Center, dba Bering's. In order to participate in the loyalty/rewards program you must fill out the Loyalty application and provide your name, mailing address, phone number and email address (we do not share that information with third parties). Once the application is received, you will be considered a Bering's 1940 Club member and will begin earning points for dollars spent (in-store only). All dollar amounts referred to in this program are in U.S. dollars. Members participating in the Bering's Loyalty Club agree to be bound by the terms and conditions herein.

Bering's 1940 Club is open to legal residents of the United States who are at least 18 years of age at the time of registration. Your membership account is personal to you and may not be sold, transferred or assigned to family, friends or others. You may have only one Bering's 1940 Club account. While members of the same household may use the same email address or phone number, Bering's does not separate benefits or offers earned or used by different members of the same household using one email address or phone number. The Bering's 1940 Club is intended for personal use only. Commercial use is prohibited. Corporations and other business entities are not eligible to become members of Bering's 1940 Club.

**Terms and conditions:**

Bering's reserves the right to change the terms and conditions of the Bering's 1940 Club at any time. This includes changing or discontinuing any parts or Bering's 1940 Club, including the Loyalty Rewards program. This also allows us to adjust or discontinue the number of points earned per dollar spent. In the event a discontinuation or major change happens, our Bering's 1940 Club members will be notified (via email) to the extent required by applicable law. If any changes are made, your continued participation in the Bering's 1940 Club signifies your acceptance of such changes.

We reserve the right to cancel your participation in the program in the event of fraud, abuse of privileges, or violation of these Member Terms and Conditions.

You are responsible for any tax liability related to your participation in the program.

**Obtaining Loyalty Reward Points:**

Members of Bering's 1940 Club must provide the cashier your Loyalty #, or the phone number associated with your membership each time a purchase is made. Once your Loyalty number is input into the system, you will receive 1 point for every dollar spent (in-store only). Purchases can be made at either store location. Loyalty Reward Points/Dollars cannot be transferred to another account.

Any returns of merchandise will reduce your Loyalty Points (removing 1 point for every dollar returned).

**Bonus Points:**

From time to time, Bering's may offer certain days and times throughout the year that offers you double or triple bonus points. Bering's may also offer certain items within the store that doubles or triples your points, based on the purchase of that particular item.

**Redeeming/Using your Loyalty Rewards:**

For every 500 points that are accumulated, you will receive a \$5.00 reward for your next purchase. The minimum reward value to be used is \$5.00. Example; you have accumulated 1,500 points over a period of time based on your cumulative purchases. When you approach the cashier with your next purchase

(and give them your Loyalty #/phone #), a pop-up box will come up and the cashier will ask you “you have \$15.00 in Bering’s Reward Dollars....would you like to use them today?” Again, the minimum redemption is \$5.00.

You may use your Loyalty Reward Dollars on any in-store purchase – no restrictions. Loyalty Reward Dollars can be used in-store on sale merchandise, discounted merchandise, etc. Again, there are no product restrictions.

Except as otherwise set forth in the benefit terms for a specific offer, benefits and offers, if any, provided through the Bering’s 1940 Club program can only be redeemed in our stores. Bering’s 1940 Club benefits have no cash value, are not transferable for other offers or gifts, and no cash value will be given for a discount redemption. No Bering’s 1940 Club benefits, discounts or other benefit will be refunded at any time. When Bering’s 1940 Club benefits are issued, additional terms, conditions and restrictions may be disclosed and apply, including but not limited to expiration or combining Bering’s 1940 Club benefits with other offers or discounts. Please carefully review the terms of each benefit when it is issued to you.

**Expiration/Forfeiture/Cancellation of Points and Reward Dollars:**

There is no expiration for either your Loyalty Points or Loyalty Reward Dollars. Your Loyalty Points/Loyalty Reward dollars will be forfeited if you choose to close your Bering’s 1940 Club membership.

You may cancel your membership and participation in the Bering’s 1940 Club at any time. To cancel, call our customer care department at 1-800-Berings. When your membership is canceled, all of your Bering’s 1940 Club benefits and offers will expire on the date of cancellation.

We may cancel your Bering’s 1940 Club membership at any time for any reason in our sole discretion including, but not limited to, our determination that you (1) are ineligible, (2) violated any term or condition of the Bering’s 1940 Club terms or any applicable law or regulation, or (3) engaged in any deception, forgery, fraud or committed any other abuse of the Bering’s 1940 Club. We may revoke some or all of your Bering’s 1940 Club benefits if we determine that you received a Bering’s 1940 Club benefit due to an error, through fraud or deception, or in any manner not authorized.

**What does Bering’s do with my email and personal information?**

Bering’s will not release to any third party any of your information provided when signing up for the Loyalty Club. Bering’s will, however, provide you with our own various offers/notifications throughout the year via email. We may also direct mail (postal delivery) you special offers/circulars throughout the year. If you do not want to receive these offers, you can opt-out as set forth below.

You may opt out from receiving Bering’s 1940 Club marketing emails at any time. To do so, click on the unsubscribe link in the bottom of the email and complete the opt-out process. Your opt-out preference will only apply to promotional emails and may not apply to transactional emails. When opting out of emails, you will still be eligible to participate in Bering’s 1940 Club, however you will not receive Bering’s 1940 Club communications or content via email about program offers and promotions.

**Disputes on Loyalty Points/Reward Dollars:**

If you have a dispute regarding your Loyalty Reward Points/Dollars, please contact us at 1-800-Berings and we will work with you to resolve any discrepancy.

**Indemnity, Disclaimer and Limitation of Liability:**

By participating in the Bering's 1940 Club, you agree to indemnify, release, defend and hold harmless Bering's, and affiliated Bering's entities, and their respective officers, directors, employees and agents from and against any and all claims, damages, losses, liabilities, and other expenses (including, without limitation, attorneys' fees) relating to participation in the Bering's 1940 Club, use of the Bering's 1940 Club benefits or agreement to these terms.

THE BERING'S 1940 CLUB IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BERING'S DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, OR STATUTORY, WITH RESPECT TO THE BERING'S 1940 CLUB, INCLUDING WITHOUT LIMITATION, THOSE RELATED TO MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT AND THOSE ARISING OUT OF COURSE OF DEALING, USAGE, OR TRADE. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BERING'S WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING FOR THE INDIRECT LOSS OF PROFIT, REVENUE, OR DATA) ARISING OUT OF OR IN CONNECTION WITH THE BERING'S 1940 CLUB, HOWEVER CAUSED, AND UNDER WHATEVER CAUSE OF ACTION OR THEORY OF LIABILITY BROUGHT (INCLUDING UNDER ANY CONTRACT, NEGLIGENCE, OR OTHER TORT THEORY OF LIABILITY) EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**Governing Law:**

These terms and conditions will be governed by and interpreted in accordance with the laws of the State of Texas without regard to any conflict of laws principles.

**Miscellaneous:**

Bering's is not responsible for communication problems of any kind, including distribution of the Bering's 1940 Club benefits, due to a change of email address, postal address, or other changes in contact information. Under no circumstances will Bering's be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other causes beyond our reasonable control. If any provision of these terms is found to be unlawful, void or unenforceable, then that provision will be deemed severable from these terms and will not affect the validity or enforceability of any remaining provisions. The failure of Bering's to enforce any right or provision of these terms will not prevent Bering's from enforcing such right or provision in the future. Bering's may assign its rights and obligations under these terms, including in connection with a merger, acquisition, sale of assets or equity, or by operation of law.