

AMERICAN CANCER SOCIETY DISCOVERY SHOP DISCOVERY REWARDS PROGRAM

PROGRAM RULES

BY PARTICIPATING IN THE AMERICAN CANCER SOCIETY DISCOVERY SHOP DISCOVERY REWARDS PROGRAM, YOU AGREE TO ACCEPT THESE DISCOVERY REWARDS PROGRAM RULES. AMERICAN CANCER SOCIETY DISCOVERY SHOP MAY MODIFY THESE PROGRAM RULES AND/OR TERMINATE THE PROGRAM AND/OR ITS BENEFITS AT ANY TIME, WITH OR WITHOUT NOTICE. ALL PROGRAM BENEFITS, INCLUDING OFFERS AND REWARDS, ARE SUBJECT TO AVAILABILITY.

THESE PROGRAM RULES ARE SUBJECT TO THE AMERICAN CANCER SOCIETY DISCOVERY SHOP TERMS AND CONDITIONS LOCATED [HERE](#).

Account Maintenance Responsibility.

You are responsible for reading, understanding, and remaining knowledgeable of the Program Rules, your account points and rewards balances and available benefits, and other communications from Discovery Shop (including any promotional marketing), to understand your rights, responsibilities, and status in the Program.

To ensure uninterrupted access to Program benefits and communications, including event promotions, Members are responsible for maintaining accurate account information, including keeping their mobile phone number and email address current. Discovery Shop is not responsible for communications, offers, or benefits sent to out-of-date email addresses and phone numbers. To update your profile details, including your mobile phone, email address, and preferred store, sign into your online account <https://profile.squareup.com/> and navigate to "Account," or speak to a Cashier while at one of our stores.

Earning Points

- Qualifying Purchases: Full-price and discounted items unless otherwise stated.
- Taxes and gift card purchases are excluded from earning points. Also, Members do not earn points on charitable donations or any online purchase made from eBay.
- Points are earned based only on the Net Purchases, which reflects the final amount after returns, discounts, taxes, and any redeemed rewards or coupons have been deducted. Points earned on returned items will be deducted from earnings on future purchases. This includes any bonus Rewards issued at the time of initial purchase, and any Discovery Rewards used at time of purchase.
- Members must sign in using their registered phone number at the time of payment to earn rewards. Rewards are only applied when the Member is signed in during the transaction.
- Earn 1 point for every \$1 spent on qualifying purchases based on the Net Purchases, when signed into Discovery Rewards at the time of transaction
- Activity Tracking: Points may take up to 48 hours from the time of purchase to show on account. Members may see adjustments to points earnings if card account transactions are adjusted or corrected.

Redeeming Rewards

- **Sign-In Required:** To earn Discovery Rewards, Members must sign in to their account. For in-store purchases, Member must sign in on the customer payment pad **before** completing a transaction. Please ask the cashier to add the Member's profile to the sale during any transactions away from the payment pad (iPad).
- **Reward Redemption Instructions:** To redeem an available reward while in-store, the Member must sign in on the payment pad during checkout. Available rewards will be displayed on the screen. The Member can then inform the cashier which reward amount they would like to apply to the transaction.

Birthday Bonus

- Customers are invited to share their birth month and day with a store associate during an in-store visit. This process is exclusive to in-store interactions; online submissions are not accepted.
- Eligible customers will receive a **\$10.00 discount** on a **one-time purchase** with a **minimum Net Purchase of \$20.00** during the coupon's validation period. Offer valid in-store only and subject to availability.

- Birthday Bonus points are not visible at in-store checkout. To redeem, please inform your cashier **before** completing your transaction.
- Birthday Bonus disclaimer: This bonus is active for 30 days, and the commencement date is based on the birthday listed in the Member's account. No cash value. Not transferable. Valid in-store only. May be canceled at any time.

Promotional Event Exclusions

From time to time, Discovery Shops may offer promotions that are considered so good that no other promotions apply. This may mean Discovery Rewards points cannot be earned or redeemed during select promotional events. Additional discounts or offers may not be combined during these events. Clearance markdowns are excluded from this restriction. Promotions or offers may include additional exclusions that will be disclosed within the promotion or offer terms.

Special Events

- Currently enrolled Discovery Rewards members may receive invitations via email and/or text for exclusive events, early access sales, and other special offers exclusive to Discovery Rewards members. Participation in an event may require a purchase or an additional expense. Other exclusions may apply during these events.
- Members may receive invitations to **Members-Only** shopping, fashion, or other events and/or workshops hosted by Discovery Shop, and Members may also be allowed **Early Access** to events open to the general public before customers who are not members are allowed into the event (collectively, "Events"). Events are not predetermined, may be limited to select stores, and are developed at the sole discretion of Discovery Shop. An opportunity to participate in Events is not guaranteed due to limited dates, times, locations, and capacity.

Points Expiration

Points expire 365 days after earning, on the last day of the qualifying month. There are no extensions for expired points. All points expire after twelve (12) consecutive months from date earned without Program activity (e.g., earning points or redeeming Discovery Rewards).

Fraud and Violation of Program Rules

We reserve the right to cancel, suspend, or limit your participation in the Program in the event of fraud, abuse of benefits, violation of Program Rules or any applicable laws, or at our discretion. Any Discovery Rewards points ("points") or Discovery Rewards ("Rewards") in your account will be void at the time of cancellation.

Non-Transferable

Points and rewards have no cash value and cannot be transferred.

Cancellation and Termination

You may terminate your Discovery Rewards profile without notice, for any reason and at your sole discretion anytime. If you do not agree to the Program Rules or Privacy Policy, you must stop participating in the Discovery Rewards Program. Doing so will permanently delete any earned rewards.

Acceptance of Terms

- By signing up, you agree to receive marketing texts, including loyalty message, coupons, and discounts from the American Cancer Society Discovery Shop at the phone number you provided. To unsubscribe at any time, reply STOP. For help, text HELP. MEG and data rate may apply. MSG frequency may vary. Joining this Program is not a condition of purchase. You certify that you are at least 18 years of age.
- Access your Square profile by visiting <https://profile.squareup.com/>

Help Options and Program Support

- To view your points expiration, visit your online profile [Square Profile](#) to view points balance and expiring points or ask any cashier to look up your account and send status text with your current Loyalty balance.
- To update your account contact phone or email, please visit your online profile [Square Profile](#) or ask your cashier to update your account during your in-store visit.
- For questions or assistance, please contact our Discovery Rewards Support Team:

- Email: ACS.Discovery.Shop@cancer.org
- Phone: (800) 227-2345

TERMS AND CONDITIONS

THE FOLLOWING "TERMS AND CONDITIONS" GOVERN THE AMERICAN CANCER SOCIETY DISCOVERY SHOP DISCOVERY REWARDS PROGRAM. THE PROGRAM RULES AND THESE TERMS AND CONDITIONS ARE REFERRED TO COLLECTIVELY AS, THE "AGREEMENT". AS USED HEREIN, THE AMERICAN CANCER SOCIETY, INC. ("ACS") AND MEMBER SHALL BE REFERRED TO HEREIN INDIVIDUAL AS A "PARTY," AND COLLECTIVELY AS, THE "PARTIES."

1. Compliance with Laws. Member agrees to comply with the Program Rules and all laws and regulations applicable to the Program.

2. Indemnification. Member agrees to indemnify, defend, and hold ACS and all its affiliates, successors and assigns and their respective employees, officers, directors, agents, volunteers, donors and Constituents ("Indemnitee(s)") harmless from all claims, actions, suits, proceedings, investigations, arbitrations, assessments, losses, damages, liabilities, settlements, penalties, costs and expenses, including reasonable attorney fees and those fees of in-house counsel, based upon the salary, proportion of benefits and time of such in-house counsel, and other expenses of litigation (collectively, "Claims"), arising out of or resulting in whole or in part from (1) any act or omission by Member constituting breach by Member of its representations, obligations or warranties under the Agreement or constituting negligence or intentional misconduct; (2) any infringement misappropriation, or misuse of trademark, patent, copyright, trade name, service marks, trade secret or other intellectual property rights of ACS or any other third party; and (3) any claim or action by any third party for bodily injury, illness, or death and damage to property alleged to have been caused, in whole or in part, by any Member service, merchandise or Product. ACS shall have the right, but not the obligation, to participate at its own expense in the defense thereof with counsel of its own choice, and the parties agree to coordinate their efforts. If Member fails, within thirty (30) days of receipt of notice of any such Claim for which indemnification is required, to notify the Indemnitee of its intent to defend, contest, or otherwise protect against such Claim, the Indemnitee shall have the right to defend, settle and satisfy any such event and recover the costs of the same from Member.

3. Entire Agreement; Amendment. The Agreement represents the entire agreement between the parties on this matter and supersedes any and all prior understandings, agreements, representations or undertakings. The Agreement is not subject to amendment, change or modification except by written agreement signed by duly authorized representatives of both parties. Any amendments to the Agreement shall specifically refer to the Agreement.

4. Severability. The covenants set forth in the Agreement shall be considered and construed as separate and independent covenants. Should any part or provision of any covenant be held invalid, void or unenforceable in any court of competent jurisdiction, such invalidity, voidness or unenforceability shall not render in valid, void or unenforceable any other part or provision of the Agreement.

5. Applicable Law and Jurisdiction. THE AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO THE CONFLICT OF LAWS PROVISIONS THEREOF. THE STATE AND FEDERAL COURTS LOCATED IN FULTON COUNTY, GEORGIA SHALL HAVE EXCLUSIVE JURISDICTION FOR THE PURPOSES OF ADJUDICATING DISPUTES UNDER THE AGREEMENT. THE PARTIES HEREBY WAIVE ALL OBJECTIONS TO VENUE AND PERSONAL JURISDICTION IN THESE FORUMS FOR SUCH DISPUTES, AND AGREE THAT SERVICE OF PROCESS MAY BE MADE BY CERTIFIED MAIL ADDRESSED TO EACH PARTY'S NAME AND ADDRESS.

6. Assignment; Successors and Assigns. The Agreement is being entered into in reliance upon and in consideration of the qualifications of Member. Member may not assign, transfer, delegate or subcontract any of its rights or obligations under the Agreement without the express written consent of ACS, which may be withheld by ACS in its sole discretion. Any purported assignment or delegation in violation of this Section shall be null and void. The Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, executors, administrators, personal representatives, successors and permitted assigns.

7. Construction. The captions and section headings used in the Agreement are for convenience of reference only

and shall not affect the construction or interpretation of the Agreement or any of the provisions thereof.

8. Non-exclusivity. The Agreement is a non-exclusive agreement which preserves the right of ACS to contract with other parties for similar and related programs and promotions.

9. No Third Party Beneficiaries. The Agreement inures to the benefit of Member and ACS only, and no third party shall enjoy the benefits of the Agreement nor shall have any rights under it except as is expressly provided in the Agreement.

10. Force Majeure. Neither Member nor ACS shall be deemed to be in default of any provision of the Agreement for failures in performance resulting from acts or events beyond its reasonable control (a "Force Majeure Event") for the duration of the Force Majeure Event. Such Force Majeure Events shall include, but not be limited to, acts of God, civil or military authority, terrorists, civil disturbance, war, strikes, fires, other catastrophes, labor disputes, parts shortages, or other events beyond Member's or ACS's reasonable control.

11. Survival. All terms and conditions herein, which by their nature, are deemed to survive the expiration or termination of the Agreement shall so survive such expiration and termination.

12. Waiver and Breach. The waiver by either party of any default or breach of the Agreement shall not constitute a waiver of any other default or breach, or subsequent default or breach.

13. No Fiduciary Relationship. Nothing in the Agreement is intended by the parties hereto to create a fiduciary relationship between them, nor to constitute one party as agent, legal representative, subsidiary, franchisee, joint venturer, partner, employee or servant of the other party for any purpose whatsoever.