

# PotsandPans.com VIP Club Rewards Program Terms

## **PotsandPans.com VIP Club Rules**

**NO PURCHASE IS NECESSARY.**

**VOID WHERE PROHIBITED BY LAW.**

The PotsandPans.com VIP Club is a loyalty program unique to PotsandPans.com (the “Participating Website”) owned or controlled by Meyer Corporation (the “Website Owner”) that is available only to registered users of the PotsandPans.com VIP Club on the PotsandPans.com Website (“Users”), and powered by 500Friends, Inc (“Platform Provider”). Users accessing and engaging with the PotsandPans.com VIP Club in accordance with these PotsandPans.com VIP Club Rules (the “Official Rules”) and otherwise in compliance with the then current PotsandPans.com VIP Club Terms, can earn Points (defined below) for activities described on the Website. Points are then deposited into the User’s account and can be used to redeem rewards (“Rewards”) as outlined at [PotsandPans.com/VIP Club.html](http://PotsandPans.com/VIP Club.html) (“Rewards Site”) and/or for the purposes of allowing Users to participate in rankings, earn recognition for certain activities and other program elements as may determined by the Website Owner from time to time at its sole discretion (collectively the “Program Features”). The Rewards may change from time to time, without notice, at the sole discretion of the Website Owner.

## **ELIGIBILITY**

The PotsandPans.com VIP Club is offered only in the United States (“US”) (excluding, without limitation, all other US territories and overseas military installations) to individuals who are: (a) over 18 years of age as of the date of their first participation in the PotsandPans.com VIP Club; (b) legal US residents. When registering for the PotsandPans.com VIP Club you agree to only register one (1) account for the purpose of accruing or earning Points. Employees (and all the members of the immediate families or households of such employees) of the Website Owner, and their parents, affiliates, and subsidiaries are ineligible.

## **PROGRAM PARTICIPATION**

The PotsandPans.com VIP Club allows Users to earn Points while using, viewing, interacting or responding to a Website, in accordance with the rules of any promotion and the earning points provisions of these Official Rules. For the purposes of the PotsandPans.com VIP Club, “Points” mean those particular PotsandPans.com VIP

Club measurement increments, which can be used to redeem certain Rewards. Points and their values are: (a) determined by the Website Owner at its sole discretion; (b) subject to change without notice; (c) may vary among promotions; (d) are subject to approval; (e) hold no monetary value; and (f) may be subject to a limit for the amount of points that may be earned during a defined period and/or for specific actions as determined at the sole discretion of the Website Owner. All Points, including but not limited to earning, saving and using, must be used in compliance with these Official Rules. Points are not transferable and Points cannot be earned or redeemed after the PotsandPans.com VIP Club is terminated, as set forth below. Unless prohibited by law, unused Points are forfeited upon termination of the PotsandPans.com VIP Club.

Participation in the PotsandPans.com VIP Club constitutes acceptance of these Official Rules as modified by the Website Owner from time to time. These Official Rules may change, in the Website Owner's sole discretion, with or without notice to any User. Any such changes will be shown in these Official Rules will be effective immediately unless stated otherwise. All Users will be bound by all Official Rules changes made by the Website Owner. It is the responsibility of each individual User to stay informed of the Official Rules. The Platform Provider shall not be liable to any User or Website Owner for any changes in the Official Rules. If a change occurs, the User's continued participation in the PotsandPans.com VIP Club shall constitute agreement to the changes. A User may terminate participation by contacting PotsandPans.com Consumer Relations, and upon such termination the User may use Points accumulated up to the date of termination.

A User may have only one identity that can be used to accrue Points for the Website's promotions. Any User or person who tries to use more than one user account, user ID or create more than one identity to obtain more Points shall be disqualified in the Website Owner's sole discretion.

## **EARNING POINTS**

Subject to change, Users may earn a certain number of Points for particular activities as those Point-earning activities are fully described in the program overview at [PotsandPans.com/VIP Club.html](https://PotsandPans.com/VIP%20Club.html) or through a particular promotion through which a User is invited to participate.

Points and point-earning activities shall be reflected in a widget displayed on the Website and/or on Facebook.com and may be recorded for review by the Website Owner. Points will be deposited in a commercially reasonable time after they are earned. Any inquiries regarding Points not correctly deposited must be received by PotsandPans.com within ten (10) business days of the date of alleged accrual of Points. A User's earned Points are not transferable.

## **POINT REDEMPTION**

Users will earn Rewards as described on [PotsandPans.com/VIP Club.html](http://PotsandPans.com/VIP Club.html) or through a particular promotion through which a User is invited to participate. Depending upon the Reward earned, either the User will receive the Reward from the Website Owner or from the Platform Provider directly. If a User has a problem with their Reward, he or she may contact [PotsandPans.com](http://PotsandPans.com).

## **TERMINATION**

This VIP Club may terminate at any time in the Website Owner's sole discretion. Notice of termination of the [PotsandPans.com](http://PotsandPans.com) VIP Club shall be provided to Users in the manner the Website Owner deems reasonable, including but not limited to, posting such notice on the Participating Website, Facebook application, blog, or via email. Unless prohibited by law, unused Points are forfeited upon termination of the [PotsandPans.com](http://PotsandPans.com) VIP Club.

Points may expire, subject to applicable law. Users must redeem and use all Points before expiration or the effective date of termination. However, notice of early termination shall not be provided for any actions, petitions or adjudications associated with bankruptcy, insolvency, assignments to creditors or material business interruptions of the Participating Website, or the Platform Provider.

## **GENERAL CONDITIONS**

All federal, state and local laws and regulations apply. Taxes on Rewards if any, are the User's sole responsibility. Again, Points are not transferable. If a User accumulates a total of one million unredeemed Points, whether or not those Points are redeemed and used for Rewards or accumulated over an extended period of time, the User may be required to complete an Affidavit and Release, with Points subject to forfeiture if not returned within the stated time.

## **TERMS**

By participating in the [PotsandPans.com](http://PotsandPans.com) VIP Club, Users agree: (a) to be bound by these Official Rules and by the decisions of the Website Owner, which are final on all matters pertaining to this [PotsandPans.com](http://PotsandPans.com) VIP Club, and (b) to release, indemnify and hold harmless the Website Owner and Platform Provider (and their parents, affiliates, subsidiaries, related entities, divisions, distributors, wholesalers, partners, licensees, retailers, sponsors, partnerships, representatives, vendors, contractors, successors, assigns, principals, shareholders, directors, officers, employees and agents, and their advertising, promotion, fulfillment agencies and all other promotional partners) (collectively the "Promotional Partners") from any liability or claims for damages from (i) altered, late, lost, damaged, destroyed, inaccurate, defaced, misdirected, mutilated, illegible, stolen, delayed, garbled, misrouted, incomplete

entries or human, telephone, computer, online or technical malfunctions (including busy lines and disconnections), (ii) their participation, (iii) the awarding, acceptance, receipt, use, redemption, misuse, possession, loss or misdirection of any Points or Rewards or preparing for or participation in any related activity or (iv) all damages or injury to persons or property related to use or misuse of the PotsandPans.com VIP Club. The PotsandPans.com VIP Club is governed by, and these Official Rules shall be construed and interpreted pursuant to, the laws of the State of California, without resort to its principles of conflicts of law. Users agree and submit to the state and federal courts of San Francisco, California, as the exclusive forum and venue for any dispute, action or suit arising from this Rewards Program. Users hereby acknowledge and agree that Users will not raise, and hereby waive, any defenses based upon venue, inconvenience of forum or lack of personal jurisdiction in any action or suit brought in accordance with this section. All federal, state and local laws and regulations apply. The U.N. Convention on the International Sale of Goods shall not apply to this Agreement. The Website Owner, and all entities involved in conducting this PotsandPans.com VIP Club, reserve the right in their sole discretion to limit participation in the PotsandPans.com VIP Club, assess varying Point values to Point earning opportunities, and to terminate or disqualify any User's involvement in the PotsandPans.com VIP Club.

The Website Owner and Platform Provider are not responsible for the inability of a User to accept, redeem and/or use Rewards for any reason, including any third-party's terms and conditions and/or the terms of business and operations for a particular entity. Normal Internet access and usage charges imposed by a User's online service shall apply.

## **MALFUNCTIONS AND CONDUCT**

In addition to the provision for termination of the PotsandPans.com VIP Club set forth above, the Website Owner reserves the right to modify, suspend and/or terminate the PotsandPans.com VIP Club, without notice, in whole or in part, in the event of computer, programming, system errors or other problems which are beyond the Website Owner's control and that affect the Participating Website's ability to proceed as intended. If the PotsandPans.com VIP Club is not capable of running as planned for any reason, including those due to: (a) infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure or other causes which corrupt or affect the administration, security, fairness, integrity or proper conduct of the PotsandPans.com VIP Club; or (b) earthquake, flood, fire, storm or other natural disaster, act of God, labor controversy or threat thereof, civil disturbance or commotion, disruption of the public markets, war or armed conflict (whether or not

officially declared), the Website Owner reserves the right at its sole discretion to cancel, terminate, or suspend the PotsandPans.com VIP Club without obligation or prior notice.

Any attempts by any User to access the PotsandPans.com VIP Club via a bot script or other brute-force attack shall result in that User becoming ineligible and forfeiting any and all accrued points. Any use of automated means, whether programmatic or robotic or the like, to gather Points shall result in a disqualification of the User from the PotsandPans.com VIP Club. The Website Owner, in its sole discretion, reserves the right to disqualify and terminate participation of any User or other user of the Participating Website found to be: (i) tampering with the operation of the PotsandPans.com VIP Club or the Participating Website; (ii) acting in violation of the Official Rules; (iii) violating the terms of use of the PotsandPans.com website; (iv) acting in an unethical or disruptive manner; (v) acting with intent to annoy, abuse, threaten or harass the Website Owner, its representatives or any other User in any manner related to the PotsandPans.com VIP Club; (vi) tampering with, altering, or attempting to alter any medium that reflects the amount of Points a User has accrued; or (vii) tampering with, altering, attempting to alter, creating, attempting to create or duplicate the medium that reflects the amount of Points a User has accrued. A User committing any of the foregoing violations shall, at the Website Owner's sole discretion, forfeit the Points earned from illegal or fraudulent means. The Website Owner reserves the right to modify, revise or cancel the PotsandPans.com VIP Club, these Official Rules, or any part of thereof at any time for all Users or for any specific User without prior notice. The Website Owner's decision on any aspect of User's account, membership status, Rewards balance, or any aspect of the the PotsandPans.com VIP Club or a particular User's participation in it shall be final. By participating in the PotsandPans.com VIP Club, User's agree to and are subject to these Official Rules, and certify that all eligibility requirements are met.

## **LIMITATIONS OF LIABILITY**

**THIS POTSANDPANS.COM VIP CLUB AND ALL REWARDS ARE PROVIDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND, EXPRESSED OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON- INFRINGEMENT.**

The Website Owner and Platform Provider are not responsible or liable for: (a) incomplete or incorrect information, garbled transmissions, and telecommunications failures or service interruptions; (b) a User's use of the Participating Website, Points or Rewards; (c) for typographical, printing or other errors in the offer or administration

of the PotsandPans.com VIP Club; (d) errors, irregularities or failures in: (i) awarding, accumulating, receiving, redeeming or using Points; (ii) advertising; or (iii) accessing the PotsandPans.com VIP Club; (e) mistakes in or changes to the Official Rules, the selection, notification and announcement of the Points or the distribution of Rewards; (f) any direct or indirect damage(s), loss(es), expense(s) or injury(ies) relating to, or arising out of the design, manufacture or use of any Rewards; or (g) any incorrect or inaccurate information, whether caused by web site users or by any of the equipment or programming associated with or utilized in the PotsandPans.com VIP Club or by any technical or human error which may occur in the processing of submissions in the PotsandPans.com VIP Club. The Website Owner assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft of or destruction or unauthorized access to, or alteration of, points or point accruing activities. The Website Owner is not responsible for any problems, failures or technical malfunction of any online systems, servers or providers, computer equipment, hardware/software, players or browsers, failure of email or points or point accruing activities due to or resulting from technical problems or traffic congestion on the Internet or at any web site or combination thereof, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in this PotsandPans.com VIP Club.

## **PRIVACY**

Unless otherwise indicated in these Official Rules, by entering and participating in the PotsandPans.com VIP Club, the User agrees to the privacy policy located at [PotsandPans.com/privacy-policy.html](http://PotsandPans.com/privacy-policy.html)

## **MISCELLANEOUS**

By participating in the PotsandPans.com VIP Club, you affirm that you are fully able and competent to enter into the terms, conditions, obligations, affirmations, representations, and warranties set forth in these Official Rules, and to abide by and comply with these Official Rules. If any provision of these Official Rules is found to be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Official Rules and shall not affect the validity and enforceability of any remaining provisions.

## **ENTIRE AGREEMENT**

These Official Rules constitute the entire agreement between User and the Website Owner relating to the subject matter herein and supersedes any and all prior or contemporaneous written or oral agreements between User and the Website Owner with respect to such subject matter. These Official Rules may not be changed, waived or modified except by the Website Owner as provided herein or otherwise by written

instrument signed by the Website Owner. These Official Rules or any right, obligation, or remedy hereunder is not assignable, transferable, delegable, or sublicensable by a User except with the Website Owner's prior written consent, and any attempted assignment, transfer, delegation, or sublicense shall be null and void. The Website Owner may assign, transfer, or delegate these Official Rules or any right or obligation or remedy hereunder in its sole discretion.