

## **ACTIVE CARD TERMS AND CONDITIONS**

Use of the ACTIVE CARD constitutes acceptance of the following terms and conditions (this "Agreement") by each ACTIVE CARD Member ("Member"):

**1. MEMBER BENEFITS.** ACTIVE CARD (the "Program") provides customers with the following benefits:

- a. Shop at Active Ride Shop, in the United States ("Participating Stores") and, you will be eligible to receive special member only discounts and offers.
- b. To illustrate, after enrolling in the Program, you would receive special monthly discounts and offers by mail and to your email inbox including invite only shopping events available only to ACTIVE CARD Members

### **2. GENERAL TERMS AND CONDITIONS.**

- a. Member must provide a valid phone number to receive all benefits associated with the Program. No purchase is necessary to become a Member. Member must be a legal resident of the United States and 13 years of age or older to participate in the Program.
- b. ACTIVE CARD membership is nontransferable and may only be used by an individual Member for Member's personal benefit. Member benefits cannot be combined with benefits accrued by another Member. Active may request proper identification with regard to ACTIVE CARD transactions. Member benefits will not be applied retroactively to any prior purchases.
- c. Active is not responsible for lost or stolen membership cards.
- d. Member agrees to the ACTIVE CARD program and any Member benefits related thereto do not create any property rights in favor of Member.
- e. Member shall be responsible for maintaining accurate and updated personal information with the ACTIVE CARD CUSTOMER SERVICE Department. Members may update their personal information by calling 800.588.3911. Active is not responsible for rewards that are not received as a result of Member's failure to update Member's personal information.

### **3. REWARDS REDEMPTION.**

ACTIVE CARD rewards are redeemable at Participating Stores and cannot be combined with any other offers unless specified. ACTIVE CARD rewards have no cash value and are not applicable to prior purchases.

**5. PARTICIPATING STORES.** The ACTIVE CARD is accepted at all Active Ride Shop locations in the United States.

**6. MEMBER PRIVACY.** By becoming a Member of the ACTIVE CARD program, you agree to receive advertising, marketing materials, and other communications from Active Ride Shop, and Activerideshop.com. Your personal information will be held in accordance with the Active Ride Shop privacy policy, which can be found at [card.activerideshop.com](http://card.activerideshop.com).

**7. MODIFICATION AND TERMINATION.** The sponsors of the Program are Active Ride Shop, and AWG, Inc. Changes to the Program terms and conditions will be posted to the [card.activerideshop.com](http://card.activerideshop.com) website 15 days prior to the effective date. Continued use of Member's membership card constitutes acceptance of any amendment to the Program. The most current terms and conditions of the Program can be found at [card.activerideshop.com](http://card.activerideshop.com). Active may terminate the Program at any time through written notice sent to Member via email (members without email will be notified the next time their card is presented at a Participating Store). Upon termination of the Program, Member shall forfeit all unredeemed rewards earned as of the termination date. Member may choose to opt out of the Program at any time; however, this may result in the forfeiture of accrued rewards.

**8. GOVERNING LAW AND ARBITRATION.** This Agreement shall be governed by and construed under the substantive laws of the state of California, without reference to conflict-of-laws considerations. Active and Member agree that any dispute, claim, or controversy arising from or relating to this Agreement or Member's ACTIVE REWARDS Membership shall be resolved by binding arbitration conducted in the state of California. Active and Member acknowledge and agree that each has chosen arbitration rather than litigation to resolve any such dispute, claim, or controversy. Active and Member understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this Agreement shall be consolidated with any other arbitration.

**9. NO WARRANTY.** AWG, INC., ACTIVE RIDE SHOP, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE MEMBERSHIP OR ANY PRODUCTS OR SERVICES RELATED THERETO.

**10. RELEASE OF LIABILITY.** MEMBER HEREBY RELEASES AWG, INC., ACTIVE RIDE SHOP, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO MEMBER'S ACTIVE CARD MEMBERSHIP OR THIS AGREEMENT.