

Lex Power Perks Terms & Conditions

The use of this exclusive Shopping Reward program, including access to this website, is subject to the following Terms & Conditions and is not open to the general public. A valid Account Number and PIN number are required, and must have been issued and sent to an approved user.

You will need a valid PIN number and Shopping Rebate Account Number issued to you for your exclusive use that will enable you to setup and activate your Rebate & Reward Account with access to this website and the available maximum \$50 Monthly Reward that may be earned, each and every month a user remains active in this program, until canceled.

User may not offer their assigned Shopping Rebate Account Number for resale to other parties, or provide other parties with shared or partial use or access of any type or form. Use of this website and access to the included monthly reward program or any earned rewards are non-transferable.

Only one such Account Number may be redeemed and used per individual person, per household, within a 12-month period.

You must be an individual, 18 years of age or older to use this program.

Users will be credited, subject to the terms and conditions enumerated within these terms and conditions; a percentage of the net purchases they make at the stores affiliated with and accessed through this online shopping reward website. The specific cash back payment associated with each Affiliated Store will be posted on this website. The net purchase is defined as the total amount paid to the store minus tax, gift wrapping, shipping costs, promotional credits, returns, cancellations, and transactions fees or as the Affiliated Store defines on their respective website.

As a user, purchases made through this online shopping reward website will be considered redeemed "Qualified Purchases" and will earn cash back if and only if all of the following criteria are satisfied; "Cookies" , both first and third party (if applicable), must be enabled on your web browser. All potential "Qualified Purchases" must begin by clicking on a merchant link located on this website to the Affiliated Store. The link to an Affiliated Store must not be altered. All purchases must be started and completed in one shopping session after the member clicks through to an Affiliated Store via the link.

The determination of whether or not a purchase made through this online shopping reward website at an Affiliate Store is a "Qualified Purchase" is at the sole discretion of management. All rebates earned by users are subject to review. Necessary adjustments may be applied to Rebate Accounts at any time by management at its sole discretion. If you do not agree to adjustments made to your account, your only recourse will be to terminate your access and use of this management reserves the right to terminate any Rebate Account for abusive or fraudulent activity.

Earned rebates will be accumulated and will display in your Rebate Account for your review online. User must request a First Rebate Payout Request and subsequent Rebate Payout Requests in order to receive the funds available in the user's Rebate Account. Complete directions to request a payout are listed in the My Rebate Account section.

Rebate requests are paid by having the specified amount of users Available Funds loaded on to a Prepaid Visa Card. Any Rebate Payouts that are greater than \$25 will have no costs or surcharges. Rebate Payout Requests of less than \$25 are subject to a \$5.00 surcharge. Any earned rebates not requested within 30 days of either cancelling or having their account cancelled will be forfeit and no longer available to be paid to the user.

If an Affiliated Store fails to report a transaction to management or withholds payment to this online shopping reward website for any reason, management reserves the right to cancel the rebate associated with that transaction. Rebates awarded to users are subject to adjustments for returns, cancellations, and other events. Such adjustments can be applied to Rebate Accounts at any time by management at its sole discretion. Should you disagree with any adjustments made to your Rebate Account, your sole remedy is to withdraw from the Program.

You may be taxed on your accrual of cash back rebates, depending on the amount of rebates you accrue and the tax laws of federal, state, and local jurisdictions. Management may choose to provide you with those notices to you on occasion. In all instances, you will be solely responsible for any and all tax liability arising out of your accrual or redemption of available rebates.

It is your responsibility to check your Rebate Account regularly to ensure that earned rebates have been properly credited and that your account balance is accurate. If you do not believe that a rebate has been correctly credited to your account you must contact Customer Service within 90 days of the transaction, or said transaction and available rebates will be forfeit.

Management is not responsible for changes to, or discontinuance of, any Affiliated Store, or for any Affiliated Store withdrawal from the Program, or for any effect on accrual of rebates caused by such changes, discontinuance, or withdrawal. Management is not responsible for changes to, or discontinuance of, any special offer or coupon code at an Affiliates Store site. It is the user's responsibility to make sure that all specials are valid. If you choose to use coupons and specials that are not listed on this website, we cannot guarantee that you will be eligible to receive rebates on your purchases.

Upon activation and registration for the Program, you will select a password that will allow you to access your Rebate Account and this club website to verify transactions, rebate payouts, check account balances, and modify your account information as well as access any other available benefits.

Management is entitled to act on instructions received once logged into your Rebate Account by entering your password. For security purposes, it is recommended that you memorize your password, and do not write it down. You are responsible for keeping your email address, password, account numbers, and other account information confidential. Management is not responsible for any credits or debits made to your account by someone else who uses your account.

The online shopping reward website and the included Rebate Program are being provided to the user "as is" with no warranty. To the maximum extent permitted by the law, management disclaims all

representations and warranties, express or implied, with respect to the ilottorewards.com online shopping reward website, this Rebate Program and website content, including but not limited to, implied warranties of stores.

Management does not warrant, guarantee, or make any representations regarding the quality of, or accuracy of advertisements for, any merchandise, products or services offered or provided by Affiliated Stores or suppliers in conjunction with the Program. In addition, although management intends to take reasonable steps to prevent the introduction of viruses or other destructive materials to the ilottorewards.com online shopping reward website, management does not warrant, guarantee or make any representations that this site is free of destructive materials. In addition, management does not warrant that access to this website or use of the ilottorewards.com online shopping reward website and program is error-free, and management assumes no responsibility for any damage caused by your access, or inability to access, this site or your use or inability to use this program, including, but not limited to, your inability to accrue Rebates by purchasing items with an Affiliates Store.

In no event will any other company with which the ilottorewards.com online shopping reward website and its owner/operator, affiliated companies, client, or other parties, has a corporate partnering relationship, including without limitation, co-branding, co-marketing, joint development, or a licensing or supplier relationship be liable to you for non-performance of rebate obligations. You agree not to sue any corporate participant for non-performance by management. In no event shall management be liable for any damages, claims or losses incurred (including without limitation compensatory, incidental, indirect, special, consequential, or exemplary damages), however caused and under any theory of liability arising in connection with: (i) the program; (ii) any failure, delay, or decision by management in administering the program; (iii) the use or inability to use this website, or any indirect, special, incidental or consequential or exemplary or punitive damages, including legal fees, arising out of such use or inability to use the program, or (iv) the purchase or use of any merchandise, products, or services of stores or suppliers, and notwithstanding any failure of essential purpose of any limited remedy.

User agrees to indemnify and hold management, its parents, subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorney fees due to any acts by management, its parents, subsidiaries, affiliates, officers, directors and employees, or made by any third party due to or arising out of user's access to this program; the violation of these policies by user, or the infringement by user, of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material contained in any communications.

Management reserves the right to terminate the Program at any time with notice. Notification of Program termination will be sent to the email address you provide to management during the registration process. Management will not be responsible for failing to notify you of Program termination where such failure is caused by any reason outside the control of management including an error in your email program, an inaccurate email address, your failure to check for email online or your failure to inform management of a change in your email address.

Management may modify these terms and conditions from time to time, with or without notice, and your continued participation in the Program after such modification shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms and Conditions page of this website regularly to determine whether the Terms and Conditions have been modified. If you do

not agree to any modification of the Terms and Conditions, you must immediately cease participation in the Program.

Access and use of this Program is subject to the Program Terms and Conditions. Any failure to comply with the Program Terms and Conditions, any fraud or abuse relating to the accrual or redemption of rebates, or any misrepresentation of any information furnished to management by you, or anyone acting on your behalf, may result in the termination of your participation in the Program, cancellation of your Rebate Account and/or forfeiture of your accrued rebates.

The Terms and Conditions listed here in represent the sole Agreement between management and user and shall be governed by construed in accordance with the laws of the State of California, without reference to conflicts of law rules. As a condition of the use of this website and the ilottorewards.com online shopping reward website and Program and service, you (the user) agree to submit to the personal and exclusive jurisdiction of the courts located within the county of Los Angeles, California and therefore agree to file any grievance or suit of any kind exclusively in the courts located within the county of Los Angeles. If any provision of this Agreement is found invalid or unenforceable, that provision shall be enforced to the maximum extent possible, and the other provisions contained herein will remain in full force and effect. Management failure to insist upon or enforce strict performance of any provision of the Agreement shall not be construed as a waiver of any provision or right. Nothing in this Agreement shall be construed as creating or constituting a partnership, joint venture or agency relationship between management and the Affiliated Stores or between management and any other of its Corporate Partners. Neither the Affiliated Stores nor any Corporate Partner shall have the ability to create any obligation on management behalf. This Agreement constitutes the entire agreement between you and management with respect to the Program.

Gift Card purchases from any merchant of either their own specific gift cards or any other gift cards from other providers are not eligible to receive any listed merchant rebates and any such purchases made by member will not be added or displayed on the "My Rebate Account" page.

There are per merchant and per user earned rebate maximums within a calendar month that limit the amount of earned rebates that a user can receive. Any transactions and earned rebates over these monthly maximum limits will not be posted on your "My Rebate Account" page and no rebates will be paid on those above monthly limit transactions. The per merchant maximum that a member can earn within any calendar month is \$50.00 and the total maximum in earned rebates in any calendar month is \$50.00, with a \$600.00 maximum amount that can be earned and received within a 12 month period.

Special Note: We request that you take into consideration when shopping through this program and website the above mentioned monthly merchant and total overall rebate payout maximums as well as understanding that Gift Card purchases will not qualify to earn rebates.