

## TERMS OF USE – LIQUOR HUTCH LOYALTY PROGRAM

### Consent

By accessing or using the Liquor Hutch Loyalty program (the “**Program**”) you are agreeing to comply with and be bound by these terms of use (the “**Terms**”). If you do not agree to these Terms, you may not utilize the Program.

### General Terms

1. The Liquor Hutch Loyalty Program is offered at the sole discretion of the City of Hutchinson (the “**City**”), which operates the Liquor Hutch pursuant to the authority of Minnesota Statutes, Chapter 340A.
2. All interpretations of these Terms and Conditions shall be at the sole discretion of Liquor Hutch.
3. Only persons of legal age to purchase and consume alcoholic beverages pursuant to Minnesota state law are eligible to join the Program.
4. Enrollment in the Program becomes effective when an individual successfully enrolls in the Program. No individual is successfully enrolled in the Program until they have been notified by a Liquor Hutch employee that their requested Membership has been activated.
5. In the event that an ineligible individual is enrolled in the Program, they will not be paid any benefits or other consideration under the Program and will forfeit all credit thereunder. In the event that Liquor Hutch determines an ineligible individual has enrolled in the Program, their account shall be closed without noticing the account holder.
6. The Program has no predetermined termination date and may continue in perpetuity until Liquor Hutch or the City terminates the Program. Such termination may occur at any time, and with or without notice to Program participants. In the event of termination, all Program credits will be forfeited.
7. Liquor Hutch reserves the sole right to add, modify, delete, or otherwise change these Terms, or any of the rules, procedures, conditions, rewards, or points pertaining to the Program, at its sole discretion, with or without notice to Program participants. In the event such changes alter or diminish the value of previously accrued benefits, Program participants shall be entitled to no compensation, other than the new value of their Program benefits pursuant to such changes.
8. There is no cost to join the Program. Program membership entitles Program participants the ability to earn Program points (“**Points**”) which can be redeemed for rewards.
9. Program participants may not transfer Points between accounts.
10. Points cannot be combined, sold, or otherwise transferred between Program participants, for consideration or otherwise.

11. Liquor Hutch reserves the right to discontinue membership for any one member of the Program for any reason which Liquor Hutch deems appropriate. In the event of termination, all Program credits will be forfeited.

12. Termination of a Program participant's membership in the Program shall not serve as limitation or waiver of any additional remedies available to Liquor Hutch or the City including, but not limited to, criminal and/or civil prosecution.

13. Program participant's accounts which remain inactive, in the sole discretion of Liquor Hutch (e.g., which are not used when making a purchase, etc.) for over one year may be terminated. In the event of termination, all Program credits will be forfeited.

14. Liquor Hutch incurs no liability for ensuring that Points totals reflected on any Program participant's account are accurate. Further, Liquor Hutch is not responsible for providing Program participants with an accounting of their Points.

15. Liquor Hutch and the City are not liable for any third-party access to Program participants information in the event that account information is accessed by a third party.

16. Liquor Hutch is not liable for refunding or replacing any Points which are used by an unauthorized party, lost, expired, or which fail to be credited to a Program participant's account.

17. Program participants are responsible for contacting Liquor Hutch in writing, to notify Liquor Hutch of any changes of the Program participant's personal information.

19. By enrolling in the Program, each Program participant agrees to provide their email address to Liquor Hutch and the City. Each Program participant further consents to receive emails from Liquor Hutch.

20. In the event that any Program Participant wishes not to receive email communications from Liquor Hutch, the City, or their agents and assigns, the Program participant shall notify Liquor Hutch in writing. Liquor Hutch will ensure that such Program participant is removed from the applicable distribution lists within 90 days of such written request.

## **Program Details**

1. Points may be earned on eligible purchases made at Liquor Hutch.
2. Gift certificate/gift card purchases are eligible purchases for accruing Points.
3. Purchases which are paid for with gift cards are not eligible for accrual of Points. Deposits are also not eligible for the accrual of Points.
4. Points will be accrued on each purchase based upon the retail value of the products purchased on a pre-tax basis. Similarly, the amount of any coupons or other discounts will be removed from the value of the purchase for the purpose of determining the proper Point accrual. Points shall be rounded to the nearest whole number.
5. Members are encouraged to maintain proof of purchase to ensure that the balance of their Points remains accurate.
6. Points shall be accrued at a rate of 1 Point for each \$1.00 spent.
7. Liquor Hutch retains the right to hold special events where certain products are eligible for additional Points.
8. Points may be redeemed for store credit at the rate of \$20.00 store credit (the “**Store Credit**”) per 500 points redeemed.
9. The Store Credit may not be used on the purchase which awards the 500<sup>th</sup> point.
10. Points have no cash value.
11. Points expire one year after the date they are earned.

## **Use of Data**

1. In order to participate in the Program, participants are required to provide personal information (“**Data**”) including, but not limited to, the following:
  - (a) Name;
  - (b) Email address;
  - (c) Street Address
  - (d) Driver’s license information
2. Liquor Hutch reserves the right to use the Data to administer market and sales research. The Data may be provided to a third-party for such purpose.

3. Liquor Hutch shall take reasonable steps to ensure that Data is not sold, or otherwise used for commercial purposes, by any third party.

### **Disclaimer of Liability**

**UNDER NO CIRCUMSTANCES, SHALL THE CITY OF HUTCHINSON, LIQUOR HUTCH, OR ANY OF THEIR EMPLOYEES, DIRECTORS, OFFICERS, AGENTS, VENDORS, LICENSORS OR SUPPLIERS, BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE USE OF OR INABILITY TO USE OUR PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER DIRECT, INDIRECT, GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER THE CLAIM IS BASED ON CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR ANY OTHER LEGAL THEORY, EVEN IF AN AUTHORIZED REPRESENTATIVE OF THE CITY OF HUTCHINSON OR LIQUOR HUTCH, AND WITHOUT REGARD TO THE EFFECTIVENESS OF OTHER REMEDIES.**

**IF ANY PART OF THIS LIMITATION ON LIABILITY IS FOUND TO BE INVALID OR UNENFORCEABLE FOR ANY REASON, THEN THE AGGREGATE LIABILITY OF THE CITY OF HUTCHINSON OR LIQUOR HUTCH, FOR LIABILITIES THAT OTHERWISE WOULD HAVE BEEN LIMITED, SHALL NOT EXCEED FIVE DOLLARS (\$5.00).**

### **Miscellaneous Provisions**

1. If any provision of these Terms is held by a court of competent jurisdiction to be contrary to law, such provision shall be changed and interpreted so as to best accomplish the objectives of the original provision to the fullest extent allowed by law and the remaining provisions of these Terms shall remain in full force and effect.
2. These Terms shall be governed under the laws of the State of Minnesota without regard to its conflicts of law provisions. All actions or proceedings arising out of or relating to these Terms shall be venued exclusively in state or federal court in Minneapolis, Minnesota. You hereby irrevocably consent and submit to the personal jurisdiction of said courts for all such purposes.
3. These Terms contain the entire understanding and agreement between you and us with respect to the Program and supersede all previous communications, negotiations and agreements, whether oral, written, or electronic between you and us with respect to the Program.