



## **Real Foodservice Rewards™ Operator Rewards Program**

### **TERMS AND CONDITIONS**

#### **Overview of the Real Foodservice Rewards™ Operator Rewards Program**

The Real Foodservice Rewards™ Operator Rewards (the “Program”) is an operator rewards program sponsored by Real Foodservice Rewards™ (“Sponsor”) through which foodservice operators may collect non-monetary Points (“Points”) by purchasing qualifying products from Member Manufacturers. The foodservice operator (“Operator”) may then go to [www.RealFoodserviceRewards.com](http://www.RealFoodserviceRewards.com) (the “Website”) for instructions on how to have their account credited with the Points they have collected. Foodservice operators may redeem their Points for merchandise or services available in the Rewards Marketplace found on the Website. Points have no cash value.

#### **Duration of Program**

The sponsor reserves the right to shorten, modify, or cancel the Program at its discretion, at any time.

#### **Eligibility**

The Program is open to legal residents of the 50 United States (and the District of Columbia) who are 18 years of age and older at the time of enrollment. Participation in the Program is limited to those Foodservice Operators who make purchase decisions and belong to any of the following foodservice operations: restaurants, bars, recreation, lodging, business and industry, colleges and universities, healthcare, convenience stores, deli, catering, vending and military. Void where prohibited by law.

#### **Enrolling in the Program**

Operators may enroll in the Program at [www.RealFoodserviceRewards.com](http://www.RealFoodserviceRewards.com) (the “Website”). To join, an Operator must click on the “Login/Join Now” link at the top of the page and follow the online instructions to create a Real Foodservice Rewards™ account (“Account”). Enrollment is free and there is no purchase necessary to enroll. The number of Points collected by the Operator will be recorded and tracked in the Operators Account. An Operator must have a unique valid email address to create an Account. Limit 1 Account per Operation. The person who is the authorized

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email account holder of the email address indicated when registering for an Account will be deemed the participant. By enrolling in the Program, the Participant certifies that (a) he/she is authorized on behalf of the Operator to enroll the Operator in the Program (b) that the membership and participation in the Program does not violate any policies or guidelines of their employer and (c) that they have disclosed the participation and receipt of rewards to the Operator and received consent to participate and agree to these Terms and Conditions. Any changes to the Operator Account information may be updated on the website in the Operator's profile. To cancel an account, the Operator may contact the Program support team (Support@RealFoodserviceRewards.com). By enrolling in the Program, Operators consent to receive occasional emails, electronic newsletters or communications regarding the Program and its Member Manufacturers. Operators who purchase qualifying products and have special contracts or pricing, or are under bid with the participating Member Manufacturers may be ineligible to earn Points on those Member Manufacturer products.

### **Collecting Points**

Enrolled Operators collect Points by claiming Erni(TM) Cards based on their purchases of qualifying products from qualifying Member Manufacturers. By participating in the Program, Operators authorize distributor usage reporting to be sent to Real Foodservice Rewards™ on their behalf by their distributor, to accrue Points for qualifying product purchases. Operators acknowledge that information disclosed by a distributor on their behalf may contain specific usage or purchase information pertaining to the Operator. The Operator agrees to waive, release, and hold all distributors harmless from any and all claims, causes of action, liability or demands of any kind relating to or arising from distributor's release and Real Foodservice Reward's use of the Operator's purchase information. Member Manufacturers and Sponsor reserve the right to determine which products will be included as a participating product and eligible to earn Points. Member Manufacturers and Sponsor reserve the right to change the number of Points awarded for purchases at any time during the Program. Points are non-transferable and may not be sold or combined with other Operator Accounts. Any attempt to sell, combine or transfer Points will result in disqualification from the Program and forfeiture of all Points in any Operators Account. Member Manufacturers and Sponsor may offer special offers throughout the Program that may include bonus Points or other additional incentives.

### **Notice for Healthcare Operators**

Operators collecting Points for the purchase of Sponsors' products certify that products purchased will not be reimbursed in whole or in part by a federal health care program. A "federal health care program" is defined as any program providing health care benefits funded, in whole or in part, by the United States or any state where the state is using some federal funds (e.g. Medicaid).

## **Rewards for Operations**

Rewards redeemed with Points are intended to benefit the enhancement of the Operation's foodservice program, in accordance with Safe Harbor regulations including the Federal Anti-Kickback Statute. Point currency is exclusive to reward redemption with no cash value.

## **Redeeming Points for Rewards**

Operators' email address, delivery address, and password are needed to redeem Points for rewards. Operators are responsible for ensuring that their Account information is accurate and current, including ship to address, to ensure the proper delivery of redeemed rewards. Operators may only redeem Points for rewards at the Real Foodservice Rewards™ website. Operators may not supplement Points used for reward redemption with cash, check or credit card payments. When a reward is ordered, an Operator's account will be debited by the number of Points listed in the most recent online rewards catalog or other Program communication. Operators should keep their email address and password private to prevent unauthorized redemptions. Rewards will be shipped to street addresses only and cannot be shipped to P.O. boxes. When the Reward has been ordered, the Operator's Account will be debited for the amount of the item selected plus shipping/handling.

The Website will list the Rewards and the corresponding point value required to redeem each item. Operators may choose any item still available for which they have accumulated sufficient Points for redemption. Sponsor reserves the right to modify the list of merchandise and other items available for point redemption, as well as their corresponding point values, at any time during the Program without any notification. Accidental typographical errors sometimes occur in merchandise descriptions and product values. In this event, we reserve the right to notify you of the correct description or value before merchandise is shipped. Real Foodservice Rewards™ may, without prior notification, substitute a replacement reward offering of the same type or character if the replacement reward offering is of equal or greater value.

## **Rewards Return**

Satisfaction is guaranteed on all rewards. Operators may return or exchange rewards for any reason within 30 days. Merchandise returned in accordance with this provision will be credited to Operator's account in point value only.

## **Taxation and Rewards**

Sales tax is included in all reward point values. The reporting and payment of state, federal and local taxes are the sole responsibility of each Operator and each Operator agrees to hold the Real Foodservice Rewards™ Program administrator harmless therefrom.

The Operator warrants that it is not subject to backup withholding due to failure to report interest and dividend income, and the Operator is either a U.S. citizen or legal resident of the U.S.

## **Instructions for Receiving Shipment**

Please be sure the number of cartons received agrees with the freight bill. If there is a shortage, have the driver note "shortage" on the freight bill. Notify Real Foodservice Rewards™ Support Team immediately. Examine carton(s) carefully. If there are any visible signs of damage, refuse item(s) and notify Real Foodservice Rewards™ Support Team immediately. If damage is found after the driver leaves call the delivering carrier within 48 hours for an inspection. Confirm the request in writing to the delivering carrier. Leave the merchandise in the original carton(s) with all packing intact. Get a copy of the inspection report from the carrier and mail to Real Foodservice Rewards™ Support Team. Operators will be advised of the disposition of the merchandise. If the order is not correct, or is not satisfactory in any way, please notify Real Foodservice Rewards™ Support Team.

## **Website Usage**

The terms of this agreement apply to each individual or Operator who uses or accesses the Real Foodservice Rewards™ website (the "website"). If an Operator does not agree to these terms, Operator should not use this website.

By accessing the Real Foodservice Rewards™ website, Operators agree not to upload, post email or otherwise send or transmit any material that contains software viruses, or any other company code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment. Operators also agree not to interfere with the servers or networks connected to the website or to violate any of the Terms and Conditions, procedures, policies, or regulations of networks connected to the website, the terms of which are incorporated herein by reference. Real Foodservice Rewards™ and its Sponsors assume no responsibility, and shall not be liable for, any damages to, or viruses that may infect an Operator's computer equipment or other property due to the Operator's access, browsing on, or use of, the website or the Operator's downloading of any materials, data, text, images, video, or audio from the website.

Real Foodservice Rewards™ uses reasonable efforts to include accurate and up-to-date information on the website; however, Real Foodservice Rewards™ and its Sponsors make no warranties or representations as to the accuracy of this information.

Real Foodservice Rewards™ does not control the sites that may be linked to the Program website and is not responsible for the content or privacy policies of any off-site pages or links to any other sites. Viewing all other sites is at Operator's own risk.

All trademarks, logos and service marks displayed on the Real Foodservice Rewards™ website are registered and unregistered Trademarks of Real Foodservice Rewards™, its Sponsors and/or third parties who have authorized their use (collectively the "Trademarks"). Operators may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify these Trademarks in any way. The use of the above-mentioned trademarks on any other website is strictly prohibited.

Real Foodservice Rewards™ does not warrant that Operators' use of materials displayed on the website will not infringe the intellectual property rights of third parties not owned by or affiliated with Real Foodservice Rewards™. Use of any materials on the website is at the User's own risk.

All materials contained on the website are copyright protected by Buyers Edge Platform, LLC except where explicitly noted otherwise. All rights reserved.

## **General Terms and Conditions**

Sponsor reserves the right to modify any of the Terms and Conditions set forth herein – including, but not limited to, the duration of the Program, the eligible products to be purchased, the number of Points associated with the purchase of eligible products or other activities, the number of purchases through which the Operator may collect Points, the number of Points that may be redeemed through the Program, and any of the options made available to Operators with respect to their Accounts, at any time, with or without notice, even though these changes may affect the Operator's ability to save or redeem Points. Sponsor reserves the right to terminate the Program at any time, for any reason, with or without notice, even though the termination may result in the Operator's ability to save or redeem Points. In the event of termination, Operators will have 30 days from the Program's termination announcement to redeem their Points. Continued participation in the Program is acceptance of any changes to the Terms and Conditions listed. The Operator is held responsible for staying current on the latest Terms and Conditions published. The current version will supersede all previously published versions. The privacy policy that can be accessed on the Website will inform how the personal information collected will be used. The Sponsor reserves the right to terminate the participation of an Operator who is engaging in fraudulent activity or uses the Program in a manner inconsistent with the Terms and Conditions listed here or any federal, state or local laws, statutes or ordinances. In this such case, Points may be lost and legal action taken.

## **Limitation of Liability**

Real Foodservice Rewards™ is not responsible for incorrect or inaccurate transcription of data, for problems related to any of the equipment or programming associated with the Program or utilized by the Operator, for any human error, any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for any problems relating to computer equipment, software, inability to access the Website or online service, or any other technical or non-technical errors or malfunctions.

Under no circumstances, including but not limited to, negligence, shall any of the releasees be liable for any direct or indirect, incidental, special or consequential damages coming from the Program, even if any or all of the foregoing or any of their authorized representatives have been notified of the possibility of such damages. If the Sponsor incorrectly disqualifies an Operator of Points, liability will be limited to the equivalent amount of Points. By participating in the Program, an Operator agrees to waive any and all rights to bring any claim or action related to such matters in

any forum beyond one year after the first occurrence of the kind of act, event, condition, or omission upon which the claim or action is based.

Sponsor, their parent companies, affiliates, subsidiaries, advertising, promotion; and fulfillment agencies, Member Manufacturers and legal advisors are not responsible for any products or services offered by the Rewards partners. Sponsor and its affiliates specifically disclaim any representations or warranties, express or implied, regarding the products and/or services offered by any rewards partners, including any implied warranty or merchantability or fitness for a particular purpose and implied warranties coming from course of dealing or course of performance, to the fullest extent allowable by law. Operators participating in this Program solely agree to the manufacturers' warranties for any products.

As a condition of participation in the Program, Operator agrees that any and all disputes, claims, and causes of action resulting out of or connected with the Program, or any rewards obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration. Arbitration will take place in Sherburne County, Minnesota; any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs associated with participating in this Program, but in no event attorney's fees; and under no circumstances will Operator be permitted to seek recovery for, and Operator hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

The State of Minnesota laws will govern and be construed in accordance, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Minnesota, for all issues and questions concerning the development, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of the Operator and the Sponsor in relationship to the Program.

These Terms and Conditions govern the entire Program between the Operators and Sponsor. The information provided supersedes all prior agreements whether written or oral, and no waiver of any of the provisions shall be deemed or shall constitute a waiver of any provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided.