

## **Twirl Customer Rewards Program**

### **TERMS AND CONDITIONS**

#### **Overview**

Twirl Customer Rewards ("**Twirl Rewards**") is Twirl, Inc. ("**Twirl**") customer reward program that allows you to earn \$10 in rewards to spend at Twirl for every \$100 in qualified purchases that you make during the year.

#### **How To Enroll**

To enroll, simply visit the Twirl location and inform a Twirl employee that you wish to enroll in the Customer Rewards Program. Your name will be entered in our database, and you may begin using your Twirl Rewards membership immediately.

#### **Eligibility**

Twirl Rewards is open to anyone age eighteen (18) years and older who have visited the Twirl store. Employees of Twirl are not eligible to participate. By enrolling in Twirl Rewards, you are agreeing to jurisdiction in Taos County, New Mexico. Jurisdiction means that if you sue Twirl for a violation of your rights under this program, you will have to bring the suit in Taos County, New Mexico. Twirl Rewards is void where prohibited by law.

#### **How To Earn Rewards**

You earn rewards by giving us your name and telling us you are a Twirl Rewards member at checkout. You will receive credit for every qualified purchase that you make.

#### **Qualified Purchases**

Qualifying purchases are any products or services in our store, catalogs or web site except for gift cards, sales tax, sale items, purchases made prior to the date of enrollment, and purchases made with your Twirl Rewards.

#### **How To Obtain Rewards**

To obtain your Twirl Rewards balance, please ask an employee in our store, or you may call us at 575-751-1402 and request the balance of your Twirl Rewards. You may elect to apply your Twirl Rewards against any purchase by informing us at the time of the purchase.

#### **Expiration of Balances and Rewards**

Currently, your Twirl Rewards do not expire, and any unused balance from any calendar year carries over.

## **Modifications and Termination of Twirl Rewards**

Twirl reserves the right to modify any of these Terms and Conditions including the qualified purchases, the amount of the rewards, and any of the options available to you on your Twirl Rewards account at any time, with or without notice, even though these changes may affect your ability to accrue or use rewards. Your continued participation in Twirl Rewards constitutes your acceptance of any changes to these Terms and Conditions. You are responsible for remaining knowledgeable as to any changes that Twirl may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available at our store and online and will supersede all previous versions of these Terms and Conditions.

Twirl reserves the right to terminate Twirl Rewards at any time, for any reason, with or without notice, even though termination may affect your ability to accrue or use your rewards.

## **General Terms and Conditions**

Twirl reserves the right to close your Twirl Rewards account if you engage in any fraudulent activity or use Twirl Rewards in a manner inconsistent with these Terms and Conditions or any federal, state or local, laws, statutes or ordinances. Discontinued membership may result in the loss of all accumulated rewards. In addition to discontinued membership, Twirl shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.

Rewards are not your property and may be revoked by Twirl at any time as set forth herein. Rewards may not be transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.

Twirl is not responsible for any incorrect or inaccurate information supplied by you while participating in Twirl Rewards.

All questions or disputes regarding eligibility for Twirl Rewards, earning or redemption of rewards, or your compliance with these Terms and Conditions will be resolved by Twirl in its sole discretion.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or your rights and obligations shall be governed by, and construed in accordance with, the laws of the State of New Mexico, without giving effect to any choice of law or conflict of law rules.

These Terms and Conditions constitute the entire agreement between Twirl and you. They supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.

### **Limitations of Liability**

Twirl and its partners, affiliates, subsidiaries, parent corporations and their respective agents and agencies (“**Releasees**”) are not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with Twirl Rewards, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the rules or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error or problem with any items purchased with rewards, Releasees shall not have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM TWIRL REWARDS OR MERCHANDISE PURCHASED WITH TWIRL REWARDS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF TWIRL IMPROPERLY DENIES YOU ANY REWARDS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS OR \$100, WHICHEVER IS LESS. BY PARTICIPATING IN TWIRL REWARDS, YOU ARE WAIVING ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND NINETY (90) DAYS AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. You agree to rely solely on the manufacturer's warranties, if any, for any products purchased with Twirl Rewards.