



## Community Rewards Program Terms and Conditions

Effective June 1, 2016

### Eligible Organizations

Harding's Community Rewards customers can select any posted "Eligible Organization" to support. "Eligible Organizations" are public and private schools and charitable organizations that:

- Are headquartered in the United States
- Are qualified under Section 501 (c)(3)
- Are public charitable organizations (not private foundations)
- Are in good standing in their state of incorporation and in the states where they are authorized to do business
- Are otherwise not in violation of the terms of this Participation Agreement

Eligible Organizations, that fit the enrollment criteria, may complete and submit an enrollment form, agreeing to enrollment terms and conditions. Harding's Markets West, LLC ("Hardings") retains the right to refuse enrollment to any organizations.

- These terms (the "subscribing Organization Terms") are a legal contract between Harding's Markets West, Inc. ("Hardings") and any Subscribing Organization, and are incorporated into and subject to the Harding's Community Rewards Terms and Conditions. All capitalized terms not otherwise defined herein shall have the meanings attributed to them in the Harding's Community Rewards Terms and Conditions.
- In the event that Harding's materially changes, materially modifies, and/or removes material portions of the Harding's Community Rewards Terms and Conditions, you shall use your best efforts to provide notice as provided by Harding's to any and all of the Supporters that you have registered for the Harding's Community Rewards Program.
- During a Subscribing Organization's enrollment in the Program, Harding's and such Subscribing Organization shall have the right to indicate to the public that the Subscribing Organization is an authorized participant in the Program and in connection therewith may use the trademarks, service marks, and trade names ("Marks"). In addition, any submissions to Harding's Community Rewards Program by Subscribing Organizations shall become the property of Harding's and therefore may be used in Harding's or participating merchant's in marketing or promotional materials. By way of example, but without limitation, these materials may include letters, testimonials, videos, pictures, graphics, press releases, et al. All representations of the Harding's Marks that a Subscribing Organization uses shall be exact copies of those used by Harding's or shall first be submitted to Harding's for approval of design, color and other details. A subscribing Organization shall not use Harding's Marks in any manner that would be inconsistent with or damaging to Harding's name or reputation.

- Harding’s reserves the right to discontinue or alter the terms of the Program, including but not limited to: the participation merchants, the contribution percentages and the registration types that are accepted by merchants, at any time without prior notice.
- Your enrolled group is responsible for ensuring that all information you provide to us, which includes all group information, Harding’s Community Rewards Program coordinator name, phone and email address, is at all times complete, accurate, and up-to-date. You also agree that any failure to keep such information up to date may result in your group not receiving contributions under the program.
- An organization may terminate its participation in the Harding’s Community Rewards Program at any time. It will be up to the organization to contact supporters regarding this termination, and let their supporters know that they may change their group affiliation at any time by accessing their Harding’s account profile.