

## User Terms of Service

### **1. ACCEPTANCE OF TERMS**

Thank you for your interest in our rewards program. Bards and Sages hopes to provides all participants with a fun program that rewards you for your support of our company. We know that we would not exist without the support of our customers and friends. Please read these Terms of Service carefully to understand how this program works. By registering for this program, you acknowledge that you have read and understand this agreement. You further agree that, except as otherwise expressly provided in this TOS, there shall be no third party beneficiaries to this Agreement.

### **2. DESCRIPTION OF SERVICE**

Bards and Sages will reward points, called Experience Points (XP) for participating in various activities. XP may be used by the participant to claim prizes from the available list of current prizes. XP has no cash value, and cannot be sold or transferred. Participant is responsible for keeping track of points, and for mailing all required information to Bards and Sages using the claim form in order to claim prizes. The claim form may change periodically to reflect new prizes or point offerings. Participant should use most current claim form when claiming prizes, and only prizes available at the time of redemption can be claimed. The list of current prizes will be available on the Bards and Sages website, and may change without notice due to product availability, sponsor offerings, or other issues beyond our control. All prizes will be rewarded within four to six weeks of the participant making a claim.

### **3. PRIVACY POLICY**

Bards and Sages takes privacy very seriously. Please read our [Privacy agreement](#) for complete information. Certain prizes may require that we share certain information with third parties. Examples would include supplying your e-mail address to Amazon in order to send you an Amazon gift certificate, or supplying your mailing address to Cafepress in order to ship a prize to you. Also, certain XP offers may require that we share information with sponsors. An example would be a point offer to enroll in a free newsletter. Participants should make sure that they read the privacy policies of these third parties before agreeing to point offers or selecting prizes, as we cannot be held responsible for the policies of these third parties.

### **4. HOW XP WILL BE CALCULATED**

Bards and Sages will assign XP values to various activities. These activities may include, but are not limited to, qualified purchases, participation in groups and surveys, and/or contest entries. XP value of activities shall be determined by Bards and Sages and/or the appropriate third party sponsor. Activities will have their XP value clearly noted on the website. To facilitate XP calculations, participants should register for the program using the same e-mail address for all activities. Bards and Sages reserves the right to reject claims that come from e-mail addresses that are not registered, or appear to be fraudulent, altered, or falsified.

### **5. APPROPRIATE CONDUCT AND DISPUTES**

Some XP offers will require approval before points will be awarded. Examples include articles that are submitting to be posted to the Bards and Sages Gather Group, book reviews submitted for inclusion on the Bards and Sages website, surveys offered by third party sponsors, etc. Bards and Sages and its partners reserve the write to reject XP submissions in these situations that are incomplete, inappropriate, or not in line with the intent of the offer. For example, submitting a book review of your own book would not earn XP.

*a. Appropriate Conduct.* You agree that you are responsible for your own conduct and communications while using the Service and for any consequences thereof. By way of example, and not as a limitation, you agree that when using the Service, you will not:

- defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others;
- engage in personal attacks of any kind against any participant in the program
- attempt to post any inappropriate, defamatory, infringing, obscene, libelous or unlawful Content to our sites;
- attempt to post any Content that infringes any patent, trademark, copyright, trade secret or other proprietary right of any party (the "Rights"), unless you are the owner of the Rights or have the written permission of the owner to post such Content;
- attempt to post pornography or sexually explicit images or videos
- attempt to post messages that promote pyramid schemes, chain letters or disruptive commercial messages or advertisements, junk mail, spam, or any other form of solicitation;
- engage in fraudulent or inappropriate behavior of any kind in an attempt to obtain XP
- impersonate another person or entity
- transmit viruses, worms, defects, Trojan horses, or any items of a destructive nature

Participants found to willfully violate these terms will have their membership in the Program terminated. In such an event, all XP earned to date will be forfeited. While Bards and Sages prohibits the conduct and Content described above in connection with the Program, you understand and agree that you nonetheless may be exposed to such conduct and/or Content and that you use the Service at your own risk.

*b. Disputes.* In the event of a dispute or discrepancy regarding your account, you understand that it is your responsibility to provide all information to Bards and Sages. Please keep copies of your receipts, e-mails, and/or related materials in order to ensure that you have all information needed when reporting a dispute or discrepancy. This is especially important for XP offers from third parties. We will make every reasonable effort to work with you to ensure that such situations are rectified, however remember that we often do not have access to third party transactions and will need to rely on your records to resolve such disputes. This clause does not apply to your actual transactions with third party vendors, only the assignment of XP for said transactions.

### **6. REGISTRATION AND MEMBERSHIP**

In order to participate in this program, you will be required to register. Your registration information will include your name and e-mail address. This information will not be sold or shared with third parties except as explained in these Terms of Service, or as required by law.

This information will only be used to track your participation in order to award prizes. If a prize requires a physical address, you may be required to provide that information at a later time.

In consideration of your use of the Service, you represent that you are of legal age to form a binding contract and are not a person barred from receiving services under the laws of the United States or other applicable jurisdiction. You also agree to provide true, accurate, current and complete information about yourself as prompted by the Service's registration form (such information being the "Registration Data") and maintain and update the data to keep it true, accurate, current and complete. If you provide any information that is untrue, inaccurate, not current or incomplete, or Bards and Sages has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Bards and Sages has the right to suspend or terminate your account and refuse your current or future use of the Service (or any portion thereof).

#### **7. SPECIAL ADMONITIONS FOR INTERNATIONAL USE**

Recognizing the global nature of the Internet, you agree to comply with all local rules regarding online conduct and acceptable Content. Specifically, you agree to comply with all applicable laws regarding the transmission of technical data exported from the United States or the country in which you reside.

#### **8. INDEMNITY**

You agree to indemnify and hold Bards and Sages, and its subsidiaries, affiliates, officers, directors, agents, co-branders or other partners, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of Content you submit, post, transmit or make available through the Service, your use of the Service, your connection to the Service, your violation of the TOS, or your violation of any rights of another.

#### **9. MODIFICATIONS TO SERVICE**

Bards and Sages reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Service (or any part thereof) with or without notice. You agree that Bards and Sages shall not be liable to you or to any third party for any modification, suspension or discontinuance of the Service.

#### **10. DEALINGS WITH THIRD PARTIES**

Your correspondence or business dealings with, or participation in promotions of third parties, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and such party. You agree that Bards and Sages shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

#### **11. LINKS**

The Service may provide, or third parties may provide, links to other sites or resources. Because Bards and Sages has no control over such sites and resources, you acknowledge and agree that Bards and Sages is not responsible for the availability of such links, external sites or resources, and does not endorse and is not responsible or liable for any content, advertising, products, or other materials on or available from such sites or resources. You further acknowledge and agree that Bards and Sages shall not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any such content, goods or services available on or through any such links, site or resource, or any failures and/or disruption to your computer system that results from your use of any such links.

#### **12. NOTICE**

Bards and Sages will generally communicate with participants via electronic media. Physical products and certain legal communications may require that we communicate with you via regular or registered mail. No representative of Bards and Sages shall ever request sensitive information from you, such as social security numbers, credit card numbers, pass codes, or similar information in regard to this program.

#### **13. GENERAL INFORMATION**

*Entire Agreement.* The TOS constitutes the entire agreement between you and Bards and Sages. You also may be subject to additional terms and conditions, posted policies (including but not limited to the Privacy Policy), guidelines or rules that may apply when you use or purchase certain elements of the Service, affiliate, merchant, or advertiser services, third-party content, or third-party software.

*Independent Contractors.* Nothing contained in the TOS shall be construed to constitute either party as a partner, employee or agent of the other party, nor shall either party hold itself out as such. Each party has no right or authority to incur, assume or create, in writing or otherwise, any warranty, liability or other obligation of any kind, express or implied, in the name of or on behalf of the other party, it being intended by both parties that each shall remain an independent contractor responsible for its own actions.

*Choice of Law and Forum.* The TOS and the relationship between you and Bards and Sages shall be governed by the laws of the State of New Jersey without regard to its conflict of law provisions.

*Waiver and Severability of Terms.* The failure of Bards and Sages to exercise or enforce any right or provision of the TOS shall not constitute a waiver of such right or provision. If any provision of the TOS is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the TOS remain in full force and effect.