



# Terms and Conditions

Liks' Waffle Club Loyalty Awards Terms & Conditions VOID WHERE PROHIBITED OR RESTRICTED. Liks' Waffle Club Loyalty Awards ("Program") begins at 12:00:00 AM Mountain Standard Time ("MST") on October 1, 2017 and will remain in effect until terminated by Sponsor as determined in Sponsor's sole discretion. ELIGIBILITY: The Program is open to legal residents in Washington, DC, the fifty (50) United States of America, and the Commonwealth of Puerto Rico who are 18 years of age or older at the time of Program registration and who are members of the Liks' Waffle Club Loyalty Awards program. By participating, you agree to these Terms and Conditions and to the decisions of the Sponsor and/or the Administrator as defined below ("Program Entities"), whose decisions are final and binding in all respects. Void in all other territories and where prohibited by law, rule or regulation. All applicable federal, state and local laws and regulations apply.

SPONSOR: Liks Ice Cream Parlor, Inc., 2039 E 13<sup>th</sup> Avenue, Denver, CO 80206 ADMINISTRATOR: Liks Ice Cream Parlor, Inc., 2039 E 13<sup>th</sup> Avenue, Denver, CO 80206. LIKS' STORE: 2039 E 13<sup>th</sup> Avenue, Denver, CO 80206 and 10906 Hwy 285, Suite E-101, Conifer, CO 80470. TIMING: The Program begins at 12:00:00 AM MST on October 1, 2017 and will be ongoing except as such Program Period may be modified, in Sponsor's sole discretion. Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time.

## **HOW TO REGISTER FOR THE PROGRAM**

1. Enroll at the point of sale - After your payment has been approved, you'll be prompted to enter a receipt preference between emailed or SMS digital receipts, or no receipt needed. Once you've made your choice, you'll see a Loyalty enrollment screen asking for your phone number. Enter your 10-digit phone number and tap Claim Your Star. At this point, you'll receive a SMS confirmation with a link to your Loyalty status page.
2. Enroll via Email after a sale - If you provided an email address during your payment process, you'll receive an email invitation to enroll into the Program. Follow the prompts in the email and claim your Stars. You can terminate your Member Account at any time by notifying the Sponsor at [customer@liksiccream.com](mailto:customer@liksiccream.com). Limit of one (1) Member Account per person. You cannot participate in the Program until you have registered.

## **PROGRAM**

1. Accumulate 50 Stars and receive \$5 off any purchase at a Liks' store.
2. Receive promotional coupons via email or text. Specific terms and conditions may apply to individual promotional coupons.

## **HOW TO PARTICIPATE AND EARN STARS**

Earn 1 Star for every \$1 you spend at a Liks' store. Resale purchases, 3-gallon tubs, and catered parties are excluded from accruing Stars. Stars are non-transferable to other Member Accounts and cannot be combined with or shared with any other Member Account. Stars do not constitute property, do not entitle a Member to a vested right or interest and have no cash or monetary value. Sponsor expressly reserves the right to establish additional means of accruing Stars, to delete any or all of the means currently in effect and to specify periods after which unused Stars will be forfeited. Stars can be accrued only from items purchased at a Liks' store and can be applied only to your Member Account. If for any reason your Member Account or Liks' Waffle Club Loyalty account is terminated by either you or the Sponsor, all of your unused Stars accrued will be forfeited.

## **REDEEM YOUR REWARDS**

When you visit a Liks' store, you can redeem your Stars by providing your scooper with your 10-digit phone number. Stars can be redeemed once. If you don't redeem the full value, the remainder of the Stars cannot be redeemed at a later time. Unused Stars will expire twelve (12) months after accrued.

## **STAR ACCRUAL**

Upon registration completion, Members must participate by the methods listed above to earn Stars. In the event of fraud, abuse of privileges, or violation of these Terms and Conditions or the Liks' Waffle Club Loyalty Terms of Use, Sponsor reserves the right to deny participation at any time and to pursue appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion. Released Parties (as such term is defined below) are not responsible for late, lost, inaccurate, incomplete, stolen, damaged, delayed, or undelivered Stars. Released Parties are not responsible for any computer related malfunction that prevents the recipient from accessing or receiving their Stars. All Stars and your participation in the Program are subject to Sponsor's Terms of Use, available at: <https://www.liksicream.com>.

## **TEXT MESSAGING (SMS) TERMS AND RESTRICTIONS**

Standard message and data rates may apply. Carrier specific charges for text messages may apply, including error messages, depending on your individual cellular pricing plan, in accordance with your cellular customer agreement. SMS may not be available for all service providers or for all handsets. Cellular phone carrier's instructions for text messaging may be different. Check your phone capabilities and service provider for specific instructions. Sponsor makes no guarantee that any particular wireless service provider will be compatible with this Program. Participant is responsible for all applicable fees and taxes associated with Program participation. Sponsor, in its sole discretion, may add or delete a cellular carrier at any time, without notice.

## **RELEASE OF LIABILITY**

By participating in the Program, you agree to release, discharge, indemnify and hold harmless Liks Ice Cream Parlor, Inc. and their respective subsidiaries, affiliates, Reward providers, retailers, and advertising and promotion agencies, and all of their respective officers, directors, shareholders, employees and agents (collectively, "Released Parties") from any liability or damages which may arise

out of participation in the Program or out of the acceptance, use, misuse or possession of any product or service attained through this Program.

### **PROGRAM MODIFICATIONS/CONDUCT**

The Terms and Conditions will be posted at [liksicecream.com](http://liksicecream.com) throughout the Program. Sponsor reserves the right to revise any of these Terms and Conditions at any time by updating this posting. Revisions may include, but are not limited to, the duration of the Program, the methods and number of methods through which you may earn Stars, the number of Stars that may be redeemed, and any of the options made available with respect to your Member Account. Sponsor will use commercially reasonable efforts, in its discretion, to give notice of any material change. By continuing to participate in any part of the Program following the posting of any such change, you are deemed to have agreed to the amended version of these Terms and Conditions and are bound by any such revisions and should therefore periodically visit this Website to review the then current Terms and Conditions to which you are bound. Any failure to comply with these Terms and Conditions, or any attempt to act in a way that is inconsistent with the intent of these Terms and Conditions, or any conduct detrimental to Sponsor, or any misrepresentation, or any fraudulent activities in connection with the Program, or failure to act in a manner consistent with federal, state, provincial or local laws, regulations or ordinances by you may result, in addition to any rights or remedies available to Sponsor in law or equity, in the termination of your Member Account and all Stars accrued and Rewards yet to be redeemed, as determined by Sponsor or its authorized agents, in their sole discretion.

### **GOVERNING LAW**

DISPUTES: Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these terms and conditions, or the rights and obligations of Program participants, Members and Sponsor in connection with this Program (each, a "Dispute"), shall be governed by, and construed in accordance with, the laws of the State of Colorado without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Colorado or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than State of Colorado. Any action seeking legal or equitable relief arising out of or relating to the Program or any Dispute shall be brought only in the courts of the State of Colorado. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW.

### **LIMITATIONS OF LIABILITY**

The Released Parties assume no responsibility or liability for (a) lost, late, stolen, undelivered, inaccurate, incomplete, delayed, misdirected, damaged or garbled registrations, submissions, Rewards, Stars, redemptions, or emails; (b) any incorrect or inaccurate registration information, or for any faulty or failed electronic data transmissions; (c) any unauthorized access to, or theft, destruction or alteration of Entries or registrations at any point in the operation of this Program; (d) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure,

regardless of cause, with regard to any equipment, systems, networks, lines, cable, satellites, servers, computers or providers utilized in any aspect of the operation of the Program; (e) inaccessibility or unavailability of the Internet or the Website or any combination thereof or for computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Program, including, without limitation, errors or difficulties which may occur in connection with the administration of the Program, the processing of registrations, submissions, Star redemptions, or in any other Program-related materials; or (f) any injury or damage to Members or to any other person's computer which may be related to or resulting from any attempt to participate in the Program. If, for any reason, the Program (or any part thereof) is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Program, then the Program Entities reserve the right at their sole discretion to cancel, terminate, modify or suspend the Program in whole or in part.

#### **PRIVACY POLICY**

Any personally identifiable information collected during participation in the Program will be collected by our credit card processing agent, Square, Inc. and used by Program Sponsor and Program Administrator and their respective affiliated companies and agents for administration and fulfillment of this Program as described in these Terms and Conditions. Square, Inc. Privacy Policy is stated at <https://squareup.com/help/us/en/article/3796> and Sponsor's Privacy Policy as stated at <http://www.liksiccream.com>.