

# TOWNIE REWARDS PROGRAM TERMS & CONDITIONS

The Town and Key Townie Rewards Program (the “Program”) is a loyalty reward program offered by Town and Key, LLC. (the “Company”, “us”, “our” or “we”) to our customers of the Company. The Program is accessible through [www.townandkey.com](http://www.townandkey.com) (the “Program Website”) and any other related sites and applications referred to on the Program Website including without limitation [townandkey.com/pages/townie-rewards](http://townandkey.com/pages/townie-rewards) (the “Explainer Page”).

## 1.1 OVERVIEW

The Program allows persons (each a “Member”) who have completed the membership enrollment steps in accordance with the present Terms and Conditions to earn points when making purchases on items identified from time to time by the Company (“Eligible Purchases”), and to redeem these points for discounts and other possible rewards or giveaways offered by the Company.

## 1.2 TERMS AND CONDITIONS

The terms and conditions set forth herein (the “Terms & Conditions”, and together with any terms set forth on the Program Website, the Explainer Page and any other terms accessible through any of the foregoing, collectively the “Program Terms”) govern the Program. The Company in its sole discretion can, restrict, suspend, amend, extend or otherwise alter the Program Terms at any time and without prior notice. If the Program Terms have been updated, the Company will post the new Program Terms on the Program Website and note the date that they were last updated, and no change will be effective until such change has been posted for at least ten (10) days. Members are encouraged to review the Program Terms each time they use the Program.

## 1.3 ACCEPTANCE

By using or enrolling in the Program, you accept and agree to be bound by these Terms & Conditions.

## 2.1 MEMBERSHIP ENROLLMENT

Membership is free. No purchase is necessary to obtain become a Member in the the Program, but you must create an account at <https://townandkey.com/pages/townie-rewards> and accept the terms of the Program. You will be asked for your first and last name, your email address, and a password. Signing up automatically subscribes you to our newsletter list, you have the option to opt out at anytime. You will be sent an email to the address you listed confirming your membership. See our Company privacy policy for more additional information.

## 2.2 ELIGIBILITY

In order to be eligible for the Townie Rewards Program, you must be located within U.S. and create an account as outlined in these Terms and Conditions. You may create an account if you are at least eighteen (18) years of age, have Internet access, and have a valid mailing address. If you choose to create an account, you are responsible for maintaining the confidentiality of your account, username and password and for restricting access to your account. You are responsible for any and all activity that occurs on your Account. If you suspect any unauthorized use of your Account, you must notify us immediately. Only one Townie Rewards account (“Account”) is permitted per person. Persons who are discovered to have more than one account forfeit their points and will be unsubscribed from the Townie Rewards Program.

## 2.3 MEMBER INFORMATION CHANGES

Members are responsible for updating any change to their address or other contact information. The Company will not be responsible for any communication not received by a Member, provided that the Company sent such communication to the address or other contact information then on file from such Member.

## 2.4 CANCELLING YOUR MEMBERSHIP

You may cancel account at any time. To cancel your account, please send an email to [help@townandkey.com](mailto:help@townandkey.com) with a subject line of “Membership Cancellation”. Points are reduced to zero upon cancellation of a Membership.

## 2.5 TERMINATION OF MEMBERSHIP

Any fraud or abuse relating to the accrual of points or redemption of rewards may result in termination of membership in the Program.

## 3.1 EARNING POINTS

Members can earn points on the purchase products at [www.townandkey.com](http://www.townandkey.com). To receive points for your online purchases, you must be signed into your account. No points earned for shipping fees or purchases made with gift cards.

Townie Members will earn 1 points for every \$1.00 spent on qualifying purchases (in other words, one (1) points for every one dollar (\$1) spent). You must be logged into the website to earn points. Points are based on your order subtotal and after applied coupons and any discounts. Points are rounded down to the nearest whole number. For example, if you spend \$9.99, you will receive 9 points.

Gift card purchases are not eligible to receive points. However, once a gift card is redeemed, points will be awarded to the recipient for the subtotal after any gift card values, provided they are logged into the account, as outlined in these Terms and Conditions.

Members earn additional points to their account under the following conditions, and will generally show up immediately.

**You are eligible to receive points 1 time for the following actions:**

- Creating an account (Customers who created an account prior to the reward program launch date will be awarded 650 points for already being a member.)
- For Liking the Town and Key's Facebook page
- Following Town and Key on Instagram

**You are eligible to receive points multiple times for the following actions:**

- Making purchases
- Referring a friend to Town and Key. Points will automatically be rewarded to your account **only** if the referral friend used the link sent to them from your referral account and makes a qualifying purchase with the special code. Points will automatically be applied to account if stipulations are met.
- Sharing Town and Key on Facebook.
- Sharing Products on Facebook (up to twice per week)
- Birthday Points. Birthdate must be entered 30 days before your Birthday to qualify and you will only receive birthday points once every calendar year.
- For other activities outlined on the Site that may show up from time to time. Note that for these other activities, including "bonus point" accumulations and other point promotions, points may show as "pending," depending upon the activity.
- Members earn points only on the purchase price of: (i) qualifying online products. Calculation of points excludes payment by the Townie for shipping charges. Points will not be earned on any discounts or other credits offered in connection with a product or service. For example, if a product that is normally \$50 is on sale for \$25, a Member will only earn points on the purchase price of \$25. Purchases of gift cards, redemption of vouchers, and any type of price adjustments, including returns, are not eligible for points. All purchases made: (i) by a Townie prior to such member joining the Program, (ii) Online purchases without being logged onto the Website, are not eligible for Townie Rewards credit.
- Points earned for a purchase that is then the subject of a return, cancellation, declined credit card or gift card will be deducted from your account in an amount equal to the points earned for the original transaction. Points cannot be reapplied back to your rewards account for any reason on a returned order. If a return/cancellation will cause your account to have a negative point balance, you will not begin earning points again until your points balance is returned to zero (0), by making purchases, or engaging in other promotional activities offered from time to time. Rewards used on an order that is cancelled (before the item ships or a label has been printed) may request those rewards be applied back to your rewards account. If your item has begun the shipping process, rewards cannot be reapplied.

1. Bonus Point Promotions. From time to time, Town and Key may run certain bonus point promotions. Under bonus point promotions, Members can earn additional or "bonus points" in connection with the purchase of certain online products. When you purchase these specially marked products, or make the purchase during a bonus points time period, you will earn bonus points on each product, as specified in the offer. Bonus point promotions are subject to the terms and conditions of the offer and may be offered at any time and the discretion of Town & Key. Bonus point offers cannot be combined with any other offer.
2. If you redeem points towards the purchase of a product and pay a portion of the retail price with points you will only receive points for the leftover retail amount you pay, and not on any value attributed to the point you used. If you redeem points towards the purchase of a product in an amount equal to the full price of the product, you will not earn any points.
3. You may also earn additional points on non-purchase activities. From time to time, Town and Key may offer you the chance to win various prizes, and earn points, for entering into promotions. For giveaway promotions, there is NO PURCHASE NECESSARY TO PLAY OR TO WIN. Rules and restrictions will apply to such promotions and may be found on the entry page of any promotion.
4. Earn points by referring a friend to Town and Key. Email a friend a 10% off coupon by clicking " Earn Points" then " Refer a Friend". Enter the email address of a friend who has not purchased with Town & Key before (if your referral has shopped with us before the referral link will be automatically voided by the system). A referral link will be sent to your friend with a 10% off coupon (the coupon is valid on Town and Key products only, this is not valid on marketplace products). Points will automatically be rewarded to your account only if the referral friend used the link sent to them from your referral account and makes a qualifying first time purchase with Town and Key. 500 Townie points will automatically be applied to your account if stipulations are met. Your Referral friend will receive a 10% off coupon, 500 points for signing up to the Townie Reward program and points from their first purchase made while signed into their new Town and Key account.

### III. REDEEMING POINTS

1. How To Use Your Points. Points must be used in increments outlined in these Terms and Conditions. The minimum purchase for which points will apply is \$10.00. Points may only be used Online at [www.TownandKey.Com](http://www.TownandKey.Com) . Points towards Products: Members can use their points to reduce the purchase price of a product or to receive a product for free based on the following scale:  
250 points = \$5.00 off  
500 points = \$10.00 off  
750 points = \$15.00 off  
1000 points = \$20.00 off  
1250 points = \$25.00 off  
1500 points = \$30.00 off

1750 points = \$35.00 off  
2000 points = \$40.00 off

2. Point redemption is subject to product availability. Rewards discounts that are applied to the order, will be distributed equally to the applicable items in the order when completing a return. Points cannot be used towards the purchase of Gift Cards.
3. To Redeem your Points. **Before** you begin shopping with us, sign into your Town & Key account. Select "Redeem Points". You will be issued a custom code that you can copy and paste into the discount bar during check out (Please note - only one code can be used). Your total payment amount will be discounted by the amount of points you allocate to the purchase. Note that points may only be redeemed for the purchase price of the product. Shipping fees are your responsibility and points may not be used to discount these additional charges.
4. Only one account per person and only one discount code can be redeemed per transaction. Rewards redemption codes may not be combined with any other discount codes. Points may not be transferred or gifted. Points cannot be used on past purchases. Points accumulated on different accounts by different members may not be combined to make purchases of products. Points earned in a transaction cannot be redeemed in the same transaction. Redeemed points cannot be retroactively applied to any past order or receive a price adjustment on any order where redeemed points were not applied. Points have no cash value outside of the [Townandkey.com](http://Townandkey.com) website and are available only to members in good standing.

#### IV. GENERAL

Town & Key reserves the right to cancel, modify, suspend or restrict the Townie Membership Program, your account, the redemption of points, or any aspect of the Program, including, without limitation, the point conversion ratio and the point expiration policy at any time. Any changes can be made without advance notice.

A Member's points balance, as reflected in Town & Key's records, shall be deemed correct. Town & Key reserves the right to determine the amount of points in any Member's account based on Town & Key's computer records related to a Member account. In the event of an inconsistency, Town & Key will defer to the automated points system program. Town & Key bears no responsibility for errors caused by incorrect Member information. Your right to transfer points earned or granted under the Program is strictly limited. The sale of points is prohibited and may result in the confiscation or cancellation of your points as well as suspension or termination of your membership,

which in each case shall be final and conclusive. All transactions involving points and all Member accounts are subject to review and verification by Town & Key. The points balance in a Member's account may be unavailable for use when an account or transaction is under review. Town & Key maintains the right to cancel or revoke rights if violations by the member occur. The interpretation and application of the Program's Terms and Conditions are at the sole discretion and determination of Town & Key. For more information or other questions, please contact us at [help@townandkey.com](mailto:help@townandkey.com)

The Terms and Conditions of our Townie Rewards Program are subject to change at the sole discretion at any time and without notice to customers. If a customer terminates their account or if they violate these Terms and Conditions all points will be immediately forfeited and will no longer be redeemable. Town & Key will make all reasonable efforts to award points as outlined above to all 1. registered and 2. qualifying customers, but is not responsible for any technical or unforeseen errors that may occur.

Points are nontransferable, nonredeemable for cash, are nonrefundable and are not valid on any other website purchase other than [TownandKey.com](http://TownandKey.com)

Employees of Town & Key are not eligible to participate in the Townie Rewards Program.