

## **Paw Points® Rewards by Fresh Step® Terms & Conditions**

Last Updated: July 17, 2024

**PLEASE READ THIS DOCUMENT CAREFULLY! IT CONTAINS VERY IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS, AS WELL AS LIMITATIONS AND EXCLUSIONS THAT MAY APPLY TO YOU IF YOU REGISTER FOR THIS PROGRAM.** BY REGISTERING FOR THE PAW POINTS® REWARDS BY FRESH STEP® (THE "LOYALTY PROGRAM") YOU ACKNOWLEDGE AND AGREE TO BE BOUND BY ALL OF THE TERMS AND CONDITIONS ("TERMS") STATED HEREIN. IF YOU DO NOT AGREE TO THESE TERMS, DO NOT REGISTER FOR THE LOYALTY PROGRAM. REWARDS POINTS (DEFINED BELOW) MAY BE REDEEMED FOR MERCHANDISE, DISCOUNTS ON PRODUCTS OR DONATIONS MADE AVAILABLE ONLY THROUGH THE CLOROX PET PRODUCTS COMPANY ("COMPANY"). COMPANY RESERVES THE RIGHT TO REVISE THESE TERMS, OR MODIFY, OR TERMINATE THE LOYALTY PROGRAM AT ANY TIME AND IN ANY MANNER, IN WHOLE OR IN PART, WITHOUT PRIOR NOTICE, AS OUTLINED BELOW, EVEN THOUGH SUCH CHANGES MAY AFFECT THE REDEMPTION VALUE OF THE REWARDS POINTS (DEFINED BELOW) ALREADY ACCUMULATED OR THE AVAILABILITY OF REDEEMABLE MERCHANDISE. YOU SHOULD BOOKMARK AND CHECK THIS PAGE PERIODICALLY TO ENSURE THAT YOU ARE FAMILIAR WITH THE MOST CURRENT VERSION OF THESE TERMS. YOU CAN DETERMINE WHEN THESE TERMS WERE LAST REVISED BY CHECKING THE "LAST UPDATED" LEGEND AT THE TOP OF THESE TERMS. CONTINUED ACCESS AND USE OF THE PAW POINTS® WEBSITE AND PARTICIPATION IN THE LOYALTY PROGRAM AFTER SUCH CHANGES CONSTITUTES YOUR ACCEPTANCE OF THE REVISED TERMS THEN IN EFFECT. YOU AGREE THAT YOU WILL REVIEW THESE TERMS PERIODICALLY AND THAT YOU SHALL BE BOUND BY THESE TERMS AND ANY MODIFICATIONS HEREOF.

### **1. Eligibility.**

Membership in the Loyalty Program is open to (i) individuals who are legal residents of the fifty (50) United States (and the District of Columbia), who are at least eighteen (18) years of age as of the date of enrollment and have the capacity to enter into a binding contract and (ii) approved charitable or non-profit entities within the fifty (50) United States and District of Columbia participating in the rescue/shelter program described in Section 8, which entities may participate as members. Any other corporations or other entities or organizations of any kind are not eligible for the Loyalty Program. The Loyalty Program is void where prohibited. The Company reserves the right to limit the number of members in the Loyalty Program by suspending or discontinuing new enrollments at its sole discretion.

### **2. Privacy.**

Your submission of personally identifiable information through the Loyalty Program and the Paw Points® website is governed by Company's Privacy Policy, which is located at <https://www.thecloroxcompany.com/privacy/> (the "Privacy Policy") and is incorporated herein by reference. Please review our Privacy Policy to understand our practices in connection with the use and protection of your personal information. Please note that when you register for the Loyalty Program, you are consenting to allow your name, your cat's name, and any image you upload to be visible to other users of the website. Additionally, actions you take on the website, such as submitting a video and redeeming points, will be visible to other users. If you do not want this information to be visible, you can change your privacy settings under the My Account section. As is explained in the Privacy Policy, to the extent permitted by law, we use and retain the information that we collect to, among other things, comply with our legal obligations, resolve disputes, enforce our agreements, detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, including attempts to manipulate accumulated rewards or violate these Terms, complete transactions, provide requested goods or services, market products or services, conduct business analysis and research, identify or repair errors, or prevent inadvertent discrimination against those

who exercise their privacy rights. We may also keep your information in order to use it in a manner that is aligned with the reasonable expectations of individuals or is compatible with the context in which it was provided to us.

**3. Your Rewards Account.**

The Loyalty Program begins at 12:00 a.m. Eastern Time (ET) on July 1, 2024 and is scheduled to end at 11:59 p.m. ET on June 30, 2025 (the "Redemption Period"), but Company reserves the right to shorten, extend, suspend, modify, or cancel the Loyalty Program, at its discretion, at any time. Receipts may be uploaded beginning 12:00 a.m. ET on July 1, 2024 until 11:59 p.m. ET on June 30, 2025 (the "Collection Period"), and members will be able to redeem points at any time during the Redemption Period. The Shelter Program portion of the Loyalty Program, as described in Section 8, begins on July 1, 2024 and ends on June 30, 2025 (the "Shelter Program Period"). To register for membership in the Loyalty Program and set up your rewards account ("Rewards Account"), you must register at <https://www.pawpointsrewards.com>. To register, you must use a computer with internet access to access the website and then you must enter your first name, last name, email address, password, as indicated. While registering, you must accept the Paw Points® Terms, after which registration is complete. It is your sole responsibility to ensure that information contained in your Loyalty Program Rewards Account profile is up to date at all times. You may be asked to complete a survey. The survey is optional and will only be presented to you periodically when you visit the Loyalty Program site. Only the individual named as the primary account holder will accrue points and will be entitled to access Rewards Account information.

**4. Reward Points.**

Members earn rewards points ("Rewards Points") for:

- Qualifying purchases of Fresh Step®, Ever Clean®, and Scoop Away® cat litter products (collectively, "Clorox Pet Products"). Clorox Pet Products shall also include all Burt's Bees® cat products.
- Qualifying purchases of cat litter from any other nationally recognized brand of cat litter ("Other Litter").
- Qualifying purchases of cat food and cat treats from any nationally recognized cat food and/or treat brand ("Cat Food").
- Engagement activities, which may include telling friends, viewing content, submitting ratings and reviews, uploading photo(s), selecting a preferred shelter, uploading an adoption story, creating a wish list, following Fresh Step® on social media, playing a game, entering a secret word, uploading receipt(s), or answering survey questions (collectively, "Engagement Activities"). Company may add or remove engagement activities from time- to-time at its sole discretion.

Reward Points are earned in the following amounts based on the dollar amount of the qualifying purchase after all discounts, promotions or coupons are applied, excluding taxes ("Dollar Value"). Members may earn an aggregate of up to 18,000 Reward Points per calendar year, per member ("Annual Cap"). Qualifying purchases made during promotions will earn points based on the promotion calculation and are not combined with the standard point calculation or with other concurrent promotions. The promotion earning the highest amount of points will be applied.

Type of Points Accrual Cap (Excludes Promotions)		
Clorox Pet Products	The higher of 5 Paw Points per Dollar Value of Purchase or the points stated on the package	Subject to Annual Cap
Other Litter	1 Paw Point per Dollar Value of Purchase	300 Reward Points per quarter; subject to Annual Cap

Type of Points Accrual Cap (Excludes Promotions)		
Cat Food	1 Paw Point per Dollar Value of Purchase	300 Reward Points per quarter; subject to Annual Cap
Engagement Activities	Stated Points Value	Subject to Annual Cap

Point values will be rounded up to the nearest whole point. Examples (for illustrative purposes only):

- A purchase of Fresh Step® Advanced Clumping Litter for \$14.99 earns 75 Reward Points ( $\$14.99 \times 5 = \$74.95$ , rounded up to 75 points). Some Clorox Pet Products may have Paw Points® values printed on the package. For any package with stated Paw Points®, members will earn the higher of 5x of the Dollar Value or the Paw Points® stated on the package.
- A purchase of Cat Food for \$21.83 earns 22 Reward Points.

**The Company and this Loyalty Program are not affiliated or associated with any of the Other Litter brands or Cat Food brands (unless expressly stated otherwise). This Loyalty Program is sponsored by the Company and is not sponsored by any other brand or company other than the Company and the Clorox Pet Products.** A summary of a member's Rewards Account may be viewed at <https://www.pawpointsrewards.com>. Company will attempt to credit members' accounts with Rewards Points on a timely basis. However, each member shall have the responsibility of ensuring that his or her Rewards Points are properly credited. **Any claim for Rewards Points not credited accurately must be received by Company within six (6) months of the date of claimed accrual of such Rewards Points or 11:59 p.m. Eastern Time ("ET") on June 30, 2025, whichever is earlier, or otherwise such Rewards Points shall no longer be valid or usable.** Members who do not show activity (point-earning or point-redemption) in their Rewards Account for one (1) year will be considered inactive and their Rewards Points will expire and be forfeited without compensation.

Company shall have no liability for any printing, production, typographical, mechanical or other errors in the Rewards Points summaries distributed by Company or its agents, for any delay or failure to credit Rewards Points to member accounts or for any failure to provide Rewards Account summaries as outlined herein. Company reserves the right to invalidate Rewards Points from a member's Rewards Account with notice if it determines at its sole discretion that such points were improperly credited to such member's Rewards Account or were obtained fraudulently or otherwise in violation of these Terms. Company reserves the right to require proof of accrual of Rewards Points and Company reserves the right to delay the processing or redemption of any Rewards Points without notice, in order to assure compliance with the Terms outlined herein. Members, by participating in the Loyalty Program, are responsible for maintaining the confidentiality of individual member's Rewards Accounts and password and for restricting access to member's computer, and member agrees to accept responsibility for all activities that occur under member's Rewards Account or password. Without limiting any other remedies, Company may suspend or terminate any Rewards Account if Company suspects in its sole discretion that any member or other person has engaged in fraudulent activity in connection with this Loyalty Program. Rewards Points do not constitute property, do not entitle a member to a vested right or interest and have no cash value. As such, Rewards Points are not redeemable for cash, or assignable for any reason. The sale, barter, or assignment of any accumulated Rewards Points, other than by Company, is strictly prohibited. Rewards Points may only be transferred as described in Section 8. Any Rewards Points which Company deems at its sole discretion to have been transferred (other than described in Section 8), sold, bartered or assigned in violation of the Loyalty Program's Terms may be confiscated and/or canceled. Participation in the Loyalty Program is subject to the Terms, as well as policies and procedures that Company may adopt or modify from time to time. Any failure to abide by the Terms or any policies or procedures

implemented by Company, any conduct detrimental to Company, or any misrepresentation or fraudulent activities in connection with this Loyalty Program, or failure to act in a manner consistent with federal, state, or local laws, regulations or ordinances, may result, in addition to any rights or remedies available to Company in law or equity, in the termination of membership in the Loyalty Program, as well as forfeiture of any Rewards Points accrued to date and any other benefits earned in connection therewith, at Company's sole discretion.

To receive your Rewards Points, members must use a computer or mobile device with internet access to upload an image of a receipt for qualifying purchases of Clorox Pet Products, Other Litter or Cat Food at <https://www.pawpointsrewards.com> within 90 days after the date of the qualifying purchase. Each receipt can only be uploaded once for deposit to one (1) Rewards Account. A maximum of three (3) receipts may be uploaded per day. Receipts in excess of the daily upload maximum will not be honored. Rewards Points are subject to verification and no mechanical reproductions will be accepted. Rewards Points will be issued to the primary account holder of the Loyalty Program Account. The Loyalty Program and all Rewards Points expire at the end of the Redemption Period, unless the Loyalty Program is extended by Company pursuant to the Terms. All requests for Rewards Points deposits must be communicated to Company by the end of the Collection Period. Fraudulent requests or submissions for Rewards Points deposits will be investigated and voided. In the event of fraud, abuse of privileges, or violation of the Loyalty Program Terms, Company 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. Members with a unique Paw Points® package code may enter the code at <https://www.pawpointsrewards.com>. Each Paw Points® code can only be used once for deposit to one (1) Rewards Account. We suggest you retain your original Paw Points® receipts and/or codes for your records. Please note, the Company can only accept codes from 2020 or later. Codes issued on or before December 31, 2019 will not be accepted.

**5. Changes to Rewards Points Structure.**

The Rewards Points structure is subject to modification or limitation at any time, with or without notice, at Company's sole discretion, including, without limitation, the right to establish additional means of accruing Rewards Points, the right to modify and delete any or all of the recognized means of accruing Rewards Points existing at any given time, the right to change the rewards available and their values and types and the rewards redemption terms, and the right to exclude specific types of transactions from Rewards Points eligibility.

**6. Redeeming Points for Rewards.**

Subject to Company's rights to add, delete, or otherwise make changes to the Rewards Points structure and the rewards as more fully expressed in the preceding Section 5, Rewards Points may be redeemed for merchandise, gift cards, discounts on products and other items of value (collectively, the "Rewards") found in the Catalog of Rewards which is posted and, from time to time, updated in the Loyalty Program website at <https://www.pawpointsrewards.com> for details on how to redeem Rewards Points.

Rewards Points redeemed for Rewards will be subtracted from a member's account at the time the member requests a Reward. Each redeeming member is solely responsible for ensuring that their shipping address is correct in their Loyalty Program Rewards Account profile prior to Reward redemption. Each redeeming member is responsible for paying all shipping and handling charges for any Reward selected which is an electronic code of value for purchasing items on another website, as disclosed at the time of redemption. Otherwise, shipping and handling charges are included in the Reward Point value required for Reward redemption. Company's obligation regarding delivery of a Reward is satisfied upon shipment of the selected Reward to the address identified in the member's Loyalty Program Rewards Account profile as of the date of Reward redemption. Company is not responsible for lost or stolen Reward(s) shipments and will be responsible for non-receipt of Rewards only for instances of shipment to an address different than the one in the member's Loyalty Program

account profile as of the date of Reward redemption. Members must allow eight to ten weeks for shipment of a selected Reward. Unused Rewards Points, and any portions thereof, may not be exchanged or redeemed for cash, or other goods and services. Once Rewards Points have been redeemed for a Reward, they are no longer valid for any subsequent redemption, and they may not be returned or refunded to a member's Loyalty Program Rewards Account for any reason. Refunds, exchanges and other issues are governed by the merchandise vendor's terms and conditions applicable to the particular Reward redeemed and are not the responsibility of Company. The availability of any Reward or Catalog of Rewards items offered in the Loyalty Program are subject to availability and may change at any time, without notice, at the sole discretion of Company. Rewards may be available only in limited quantities and will be distributed on a first come, first served basis. Members should regularly consult the Loyalty Program website for updates about Reward availability.

#### **7. Expiration of Rewards Points.**

Except for deactivation of inactive accounts and expiration and forfeiture of Reward Points as described in Section 4 above, Rewards Points shall be maintained in the member's account until they are redeemed for a Reward or until they expire not later than 11:59 p.m. ET on June 30, 2025 ("Redemption Deadline"). No extensions, cash refunds or other exchanges will be allowed for expired Rewards Points. Any Reward Points remaining in a User's Account following the Redemption Deadline will be forfeited without compensation. The Rewards Points have no cash value and are only redeemable for Rewards offered via the Loyalty Program.

#### **8. Cat Rescue/Shelter Program.**

Cat rescues or shelters in the fifty (50) United States and District of Columbia may seek membership in the Loyalty Program and, if approved, may participate in the Loyalty Program in accordance with these Terms. Rescues/shelters seeking to be " for membership must register at <https://www.pawpointsrewards.com>, follow the registration process described in Section 3, and provide profile information specifically requested for rescue/shelter registrants, including the name and title of a rescue shelter contact, year founded, website and social media addresses, a tax identification number, and evidence of Section 501(c)(3) status. Only authorized representatives of a rescue/shelter may enroll an organization. Such authorized representatives are solely responsible for complying with any organization policies associated with participation in programs of this nature. Please note that when you register for the Loyalty Program, you are consenting to allow the rescue/shelter name, logo, and any images you upload to be visible to other users of the website. Additionally, actions you take on the website, such as submitting a video and redeeming points, will be visible to other users. If you do not want this information to be visible, you can change your privacy settings under the "My Account" section. Rescue/shelter registrations will be reviewed and approved by Company in its reasonable discretion. Only approved shelter registrants may become members. Rescue/shelter members may then earn Rewards Points and redeem them in accordance with these Terms. Rescue/shelter members may also earn points based on engagement activities that are specific to shelter members, including a profile photo upload, a first gallery photo upload, setting a donation goal, and downloading shelter toolkit items. Members may donate Rewards Points to approved shelter members through the Catalog of Rewards.

The minimum donation to shelter members is 100 points and the maximum donation is the maximum number of available Rewards Points in a member's Rewards Account. Notwithstanding anything to the contrary contained in these Terms, members may donate Rewards Points to shelter members in accordance with the rescue/shelter program described in this Section. There is a cap of 50,000 Rewards Points that can be earned in each calendar year per participating cat rescue or shelter (excludes donated Rewards Points). Approved rescue/shelter members may be given access to certain of Company's proprietary materials comprised of Company's trademarks and copyrights (the "Outreach Materials") via the Community Outreach Website. Only approved rescue/shelter members may access the Community Outreach Website and use the Outreach Materials. Company hereby grants such members a limited, non-exclusive, non-sublicensable, non-transferable license to use the

Outreach Materials solely in connection with the Loyalty Program, provided that Company may terminate this license for any use that Company deems unacceptable, effective immediately upon written notice to the member. The member shall not use the Outreach Materials in a manner that is embarrassing, offensive, inappropriate, detrimental or disparaging to Company, and nothing in this limited license shall give member any right, title or interest in Company's copyrights or trademarks. Each member further agrees to use the Outreach Materials only as directed and in a manner that complies with all applicable federal, state and/or provincial, regional, municipal, and local laws, codes, regulations, rules, ordinances, decrees, permits, registrations and orders, including without limitation, the CAN-Spam Act, the Telephone Consumer Protection Act and the Federal Trade Commission's Guides Concerning the Use of Endorsements and Testimonials in Advertising and the Federal Trade Commission's .com Disclosures: How to Make Effective Disclosures in Digital Advertising.

**9. Modification To, Termination or Extension of Loyalty Program Terms.**

- (a) Modification to Terms: Membership in the Loyalty Program is offered at the discretion of Company and it reserves in its sole discretion the right to modify the Terms, Rewards Points redemption values, benefits, Reward levels, conditions of participation, rules for issuing, redeeming, retaining, using or forfeiting Rewards Points and Rewards and their respective duration or timing, or any other aspect of the Loyalty Program, in whole or in part, at any time, with or without notice, even though such changes may affect the redemption value of the points already accumulated. Company will give reasonable advance notice of any modification of the Terms hereof which may adversely impact your Rewards Account. Members understand that the most recent version of the Terms will be located at the Loyalty Program website. A member's continued use of the Loyalty Program following the posting on the Loyalty Program website of conspicuous notice of any modification will indicate member's acceptance of any modification to the Terms hereof. Any member may object to the modification to the Loyalty Program and/or its Terms by no longer participating.
- (b) Termination: The Loyalty Program will terminate at 11:59 p.m. ET on June 30, 2025, or earlier at the sole discretion of Company (the "Program Termination Date"). In the event of early termination, Company shall give conspicuous notice at least thirty (30) days prior to the date that such termination becomes effective, during which time you may still accrue and redeem Rewards Points, provided however, that you agree that Company shall not be required to give thirty (30) days' notice if such termination is due to the filing of a petition in bankruptcy, an adjudication of bankruptcy, insolvency, an assignment for the benefit of creditors, or any other discontinuance of business. All Rewards Points must be redeemed prior to the Redemption Deadline. You should not rely upon the continued availability of the Loyalty Program, or any Rewards Points accumulated in connection therewith after the Program Termination Date.
- (c) Extension: Company may, at its sole discretion, extend the Loyalty Program beyond the Program Termination Date set forth above. In the event Company does extend the Loyalty Program beyond the Program Termination Date, Company shall give conspicuous notice prior to the date that such extension becomes effective. Members who participate in the Loyalty Program after the extension agree to be bound by the Terms then in effect.

**10. Limitation on Liability.** COMPANY WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, LOSS, CLAIM, DAMAGE, OR ANY SPECIAL, EXEMPLARY, PUNITIVE, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION LOST PROFITS OR LOST SAVINGS), WHETHER BASED IN CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR IS IN ANY WAY CONNECTED WITH (A) ANY USE OF THE LOYALTY PROGRAM, (B) ANY FAILURE OR DELAY BY COMPANY IN CONNECTION WITH THE LOYALTY PROGRAM (INCLUDING, WITHOUT LIMITATION, THE USE OF, OR INABILITY TO USE, ANY COMPONENT OF THIS LOYALTY PROGRAM); OR (C) THE PERFORMANCE OR NON PERFORMANCE OF THE LOYALTY PROGRAM BY COMPANY, EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

This disclaimer of liability applies to any damages or injury caused by any failure of performance, error, omission, interruption, deletion, defect, delay in operation or transmission, computer virus,

communication line failure, theft or destruction or unauthorized access to, alteration of, or use of your registration information, whether for breach of contract, tortious behavior, negligence, or under any other cause of action. If, despite the limitation above, Company is found liable for any loss or damage which arises out of, or is in any way connected with, any of the occurrences described in the limitation above, then its liability will in no event exceed, in total, the sum of US \$100.00. SOME STATES DO NOT ALLOW THE LIMITATION OF LIABILITY, SO THE LIMITATIONS ABOVE MAY NOT APPLY TO YOU.

**11.Disclaimer of Warranties.** COMPANY MAKES NO WARRANTY OF ANY KIND REGARDING THE LOYALTY PROGRAM, WHICH IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COMPANY EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY THAT ITS LOYALTY PROGRAM WILL BE ERROR-FREE. COMPANY FURTHER DISCLAIMS ANY WARRANTY AS TO THE ACCURACY, COMPLETENESS AND TIMELINESS OF ANY CONTENT OR INFORMATION DISTRIBUTED WITH RESPECT TO THE LOYALTY PROGRAM. COMPANY EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. SOME STATES DO NOT ALLOW THE DISCLAIMER OF IMPLIED WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

**12.Taxes.** Determination and payment of tax liability on awards, including income tax, if any, are the sole responsibility of the individual member.

**13.Acts Beyond Company Control.** The failure of Company to comply with the Terms because of an act of God, war, fire, riot, terrorism, earthquake, epidemic or pandemic (as declared by the World Health Organization), act, decree, or regulation of a governmental body or public authority, or for any other reason beyond the reasonable control of Company, shall not be deemed a breach of the Terms. If any such contingency shall last for more than sixty (60) days, Company shall have the right to terminate the Loyalty Program immediately by giving notice and shall have no further liability to any member.

**14.Governing Law and Consent to Jurisdiction.** The laws of the State of California, without regard to its conflict of laws principles, will govern these Terms, as well as your and Company's observance of them. If you take any legal action relating to your use of this Loyalty Program or these Terms, you agree to file such action only in the state or federal courts located in Alameda County, California.

**15.No Waiver.** Company's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Company in writing.

**16.Captions.** The headings in these Terms are for your convenience and reference. These headings do not limit or affect these Terms.

**17.Complete Agreement.** These Terms, together with those items made a part of these Terms by reference, make up the entire agreement between Company and the Loyalty Program members relating to the Loyalty Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Loyalty Program. If a court of competent jurisdiction holds or declares any part of these Terms to be unenforceable or invalid for any reason, such provision(s) will be enforced to the fullest extent permitted by applicable law and all other provisions of these Terms will remain in full force and effect. All questions or disputes regarding eligibility for the Loyalty Program, collection or redemption of Rewards Points, or a member's compliance with these Terms will be resolved by Company at its sole discretion.