

Rotary Global Rewards Terms of Use

PLEASE READ THESE TERMS AND CONDITIONS BEFORE USING THE PLATFORM FOR ROTARY GLOBAL REWARDS. YOUR USE OF THE PLATFORM CONFIRMS YOUR UNCONDITIONAL ACCEPTANCE OF THE FOLLOWING TERMS AND CONDITIONS OF USE. IF YOU DO NOT ACCEPT THESE TERMS AND CONDITIONS, DO NOT USE THE PLATFORM.

These terms and conditions of use (“Terms”) apply to the Rotary International (“RI” or “we”) member benefit program (“Rotary Global Rewards”). The website www.rotary.org is the property of Rotary International (“Site”). The technology platform for the Rotary Global Rewards program accessible on the Site is powered by PerkHub and owned and operated by Rewardli under an agreement with RI (the “Platform”).

Accessing and using the Platform, in any manner, whether automated or otherwise, constitutes your agreement to be bound by these Terms. By accessing or using the Platform and submitting an Offer to the Platform (“Offer” or “Offers”), you (“User,” “Users,” “Rotarian(s)” “you” or “your”) agree to be bound by these Terms and accept, without limitation or qualification, these Terms, the [Rotary International Website Terms of Use](#) and the [Terms for using Rotary International Trademarks & Copyrights](#). If you do not agree to these Terms or the terms incorporated herein, do not use or access the Platform or www.rotary.org.

By using the Platform, you represent and warrant that you are at least 18 years of age and for non-U.S. Users, such older minimum age as required by applicable local law and are lawfully able to accept these Terms. RI may change, add, modify or remove portions of these Terms at any time, and the updated Terms will become effective immediately upon posting. By continuing to use the Platform, you agree to any changes to the Terms and any changes to the terms incorporated herein.

Information about the Platform

The Platform gives Rotarians access to discounts on products and services being offered by third party companies (“Providers”) (“Providers” includes their affiliates, subsidiaries, agents and representatives). You may submit an Offer on behalf of a company you own or your employer, subject to these Terms. Purchases are not made on www.rotary.org; you may be redirected to websites owned by third party Providers through links in order to redeem an Offer. If you make a purchase from a Provider on a website linked to the Platform, the information you give as part of any transaction on that website may be collected by the Provider. By using a Provider’s website or making a purchase from a Provider, you are subject to that Provider’s privacy and data collection practices. RI is only acting as a passive conduit providing you access to and use of the Platform.

Accounts and Privacy

You must create a My Rotary account (“Account”) and be an active Rotarian to redeem Offers on the Platform.

The information you enter when submitting an Offer in the Platform and when creating an Account will be stored on RI’s servers. Rewardli will have access to your email address in order to authenticate your Rotarian status. If you create an Offer, information about your Offer and your contact information will be accessible through the Platform.

Only you shall have full control over your Account and you are solely responsible for the use of and all activities that occur using your Account. You agree that all information you provide on the Platform shall be true, accurate, current, and complete at all times. RI reserves the right, but has no obligation, to verify your information through whatever means it may deem reasonable. You agree to notify RI immediately of any unauthorized use of your account or password.

All Users of the Platform will use the Platform in compliance with all local and applicable laws, regulations, and these Terms. RI reserves the right to cancel a User’s account at any time and without notice. You agree that RI may use or disclose information about you or your use of any part of www.rotary.org to comply with laws and requests by

governmental or regulatory agencies, to protect and/or defend RI's rights or property, or to protect the safety of RI, RI's employees, Rotarians or the public.

Submitting Offers

You must follow the instructions set forth in the Platform to submit an Offer preferably in English. Offers submitted in languages other than English may experience delays in the approval process. You may be required to either make or accept a promotional code ("promo code") or make another reasonable method by which Rotarians can receive the benefit stated in your offer available.

Additionally, the following is a list of the minimum requirements for the submission, display, transmission, maintenance and/or posting ("submitting") of an Offer on the Platform. RI may at any time and in its sole discretion update, modify, add or delete the requirements set forth below. In submitting an Offer, you agree that you will comply with the following terms:

- Your Offer will comply with all local and applicable laws and regulations, including international laws, and these Terms;
- You have the legal right or authority to submit the Offer and sell or offer the products and/or services set forth in your Offer;
- You will not submit an Offer that is fraudulent or contains inaccurate, false, misleading or fraudulent content;
- Your Offer will not infringe the intellectual property rights or privacy or publicity rights of other Users or third parties, and you shall not use any materials or logos you do not own in your Offer;
- Your Offer and the content thereof such Offer will not be inappropriate, obscene, hateful, offensive, profane or pornographic or encourage illegal activity;
- Any gift card, gift certificate or coupon you offer is redeemable for the amount of credit that you state in your Offer; and any gift card must be in compliance with all laws of the United States and other laws and not expire before the dates required under those laws;
- Your Offer must be in compliance with RI's policies concerning use of RI's trademarks;
- Your Offer must not conflict with any of RI's values or the policies set forth in the *Rotary Code of Policies*;
- You will not submit an Offer for alcohol or pharmaceutical sales;
- Your products must be in your actual possession; no speculative listing of products is permissible; and
- The default term for an Offer is six months.

RI may require you to provide proof that you have authority to submit an Offer on behalf of a Provider. RI reserves the right to reject any Offer or not permit an Offer to be posted to the Platform. Any decision as to whether a User complies with the terms set forth in this Section will be made in RI's sole discretion. RI reserves the right to edit Offers.

It is strictly prohibited to submit an Offer for the sale of any property, products and/or services that you do not own or have the absolute legal right to offer or sell. Any claims of criminal acts, fraud or misconduct, or intention to commit a criminal act, fraud or other misconduct and may be reported to the appropriate law enforcement agencies.

Managing Offers and Marketing

You shall keep your Offers up-to-date and respond promptly to any customer service related inquiries or issues.

You may not use any of Rotary International’s trademarks in your Offers, products or services and in any marketing materials. You may not send unsolicited offers, materials or advertisements to a Rotarian, unless you have received the consent of the Rotarian. All of your print and electronic marketing materials, including websites, shall include, at a minimum the following disclaimer: “This offer is being provided to you by [Name of Provider]. Rotary International is not providing any products or services to you.”

Providers may be required to provide reports to RI indicating the number of Rotarians who have redeemed its Offers. Providers will be required to provide reports to RI annually in conjunction with any rebates due to RI; RI shall have the right to examine Provider’s records pertaining to rebates due to RI.

Redeeming Offers

Purchases are not made on www.rotary.org. Offers can be redeemed in one or more of the following manners, subject to a Provider’s terms set forth in the Platform:

- Redeem online – you will be linked to the Provider’s website where you can shop for products using a promotional code or corporate id;
- Redeem in store – you will be provided access to a printable coupon to use at a participating store; or
- Redeem by phone – you will use a promotional code or corporate id when calling the Provider.

You may only make purchases on the Site for your own use and enjoyment, or as a gift for another person.

RI is only acting as a passive conduit providing you access to and use of the Platform. All relationships and dealings that result from use of the Platform are solely between the Users and the Providers. RI cannot and does not guarantee the reliability or usability of any Offer and that Offers on the Platform are not free from errors. Offers are available at participating locations and subject to availability; see Provider’s terms for details. RI is not a party to any agreement formed between Users and Providers and cannot be held liable for any disputes between Users and Providers.

Rules for Using the Platform

In using the Site and Platform, Users agree to comply with the rules set forth in the “Your Use of the Site” section of the [Rotary International Website Terms of Use](#). In addition, Users submitting an Offer (or Providers) shall comply with the “Submitting Offers” Section set forth in these Terms.

Fees

There is no fee to submit an Offer on the Platform at this time; however, RI reserves the right to charge a fee. It is a Provider’s responsibility to determine if any taxes or charitable solicitation laws apply to it submitting an Offer on the Platform or as a result of any transactions that result from redemption of its Offers. RI is not responsible for determining whether taxes or duties apply as a result of any use of the Platform, submitting an Offer on the Platform and/or any redemption of Offers and/or for collecting, reporting or remitting any taxes arising from your transactions or business dealing with Rotarians/Users.

Reporting Offers

If you believe that an Offer contains inaccurate, misleading or inappropriate information or if you believe that the Provider has misrepresented an Offer, please use the reporting mechanisms in the Platform.

Please see the DMCA procedures set forth in [Terms for using Rotary International Trademarks & Copyrights](#) for procedures concerning claims of infringement of your intellectual property rights.

RI will not and is not responsible for and under no obligation to intervene in disputes between Users and Users and Providers or any third party providing goods and services to Users. RI will not offer refunds.

Termination

RI reserves the right to reject, cancel, interrupt, remove or suspend an Offer at any time; and RI is not liable for any losses or damages as a result of any such actions. RI may, without notice and in its sole discretion, suspend, cancel or terminate your access to or use of the Platform or your Account without liability to you of any kind. In the event of suspension, cancellation, or termination, you are no longer authorized to access the part of the Site affected by such suspension, cancellation, or termination. You further agree that you will remain bound to these Terms at all times during any suspension or termination of your Account or access to the Site.

Representations

As a User, you represent and warrant that you will use the Platform in compliance with these Terms and any terms incorporated herein. In submitting an Offer, you represent and warrant that: 1) you are the authorized agent or representative of the Provider and that you have the legal rights and authority to submit an Offer to the Platform; 2) you own all of the rights to and interests in the Offer and the content that you submit; 3) the Offer and its content do not violate or infringe upon the rights of any third party, including, but not limited to, copyright, trademark, privacy, or other personal or proprietary rights; 4) the Offer will not cause injury to any person or entity; 5) your use and submission of the Offer does not violate these Terms; and 6) you will not use or exploit the personal or provide information of any User who redeems your Offer without the permission of the User.

By submitting an Offer, you automatically grant to RI a worldwide, perpetual, royalty-free, irrevocable, nonexclusive, and sublicensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, display and edit your Offer and the content thereof, and sublicense such rights to others, in any form, media or technology. By submitting content on the Platform, you automatically agree to indemnify RI from and against any and all third-party claims, demands, liabilities, costs, or expenses, including reasonable attorneys' fees, resulting from your breach of these Terms and the terms incorporated herein.

Limitation of Liability and Disclaimers

The Site and Platform provide links to websites owned and/or maintained by third party Providers ("Linked Sites"). Any information on Platform or Linked Sites and products or services provided on Linked Sites are controlled by Providers and not RI. RI is not responsible for the creation, maintenance or fulfillment of any Offers. RI does not endorse any Offers available on the Platform and use of any third party logos and trademarks by RI does not constitute an affiliation or endorsement between RI and a third party. RI is under no obligation to review or vet the Offers on the Platform at any time. RI is not responsible for any Users transactions on third party Provider websites or the Linked Sites or as a result of your use of the Platform. RI has not fiduciary duty to you.

USE AND BROWSING OF THIS SITE, THE PLATFORM AND ANY LINKED SITES IS AT YOUR OWN RISK. ALL CONTENT AND MATERIALS ON THIS SITE ARE PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND AND IS SUBJECT TO CHANGE WITHOUT NOTICE. RI MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SITE, SITE CONTENT, PLATFORM, PRODUCTS OR SERVICES LISTED ON THE PLATFORM, LINKED SITES AND/OR THE SUITABILITY, RELIABILITY, AVAILABILITY, TIMELINESS, ACCURACY OR LEGALITY OF THE PLATFORM OR CONTENT OR INFORMATION CONTAINED IN THE PLATFORM FOR ANY PURPOSE. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RI HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS SITE AND PLATFORM, INCLUDING ALL STATUTORY, EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, AND NONINFRINGEMENT.

EXCEPT WHERE PROHIBITED BY LAW, IN NO EVENT SHALL RI BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OR LOSSES WHATSOEVER WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, OR STRICT LIABILITY LAW, OR OTHERWISE, INCLUDING WITHOUT LIMITATION ANY DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH YOUR USE OF OR INABILITY TO USE THIS SITE, PLATFORM, THE SITE CONTENT, OFFERS OR LINKED SITES, THE REDEMPTION OF AN OFFER OR BUSINESS DEALINGS WITH A PROVIDER, THE PRIVACY AND DATA COLLECTION PRACTICES OF THE PROVIDERS, MISUSE OR INAPPROPRIATE USE OF ANY CONTENT, IDEAS OR INFORMATION YOU POST ON THE PLATFORM, BREACH OF ANY WARRANTY HEREUNDER, LOSS OR DAMAGE CAUSED BY USE OF THE PLATFORM OR ANY OF THE PRODUCTS AND SERVICES OF PROVIDER OR INTERRUPTON, DELAY OR PERFORMANCE OF THE PLATFORM, AND ANY PRODUCTS AND SERVICES REDEEMED OR PURCHASED AS A RESULT OF THE PLATFORM EVEN IF RI HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY OF THE ABOVE CLAIMS OR ANY DISPUTE WITH RI IS TO DISCONTINUE USING THE SITE. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS ON LIABILITY, THEREFORE, THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

Indemnification

You agree to defend, indemnify, and hold harmless RI and The Rotary Foundation of Rotary International, including their respective directors, trustees, officers, committee members, employees, agents, contractors, subcontractors, and representatives ("Rotary Indemnitees") from and against all claims (including claims for bodily injury or property damage and claims of patent, trademark, and copyright infringement), demands, actions, damages, losses, costs, liabilities, expenses (including reasonable attorneys' fees and other legal expenses), awards, fines, and judgments asserted against or recovered from Rotary Indemnitees due to, arising out of or in connection with your use of the Platform and any Offers and content you submit to or post on the Platform, your purchase and/or redemption of any Offers or products and services owned by third party Providers and any of your acts, conduct, omissions, negligence, misconduct or unlawful acts (or acts contrary to any applicable governmental order or regulation) in complying with these Terms. RI shall not be liable in any way for injuries to persons or damages to property incurred or suffered by you or any of your subcontractors, agents, heirs, successors or assigns, or any person related to you in any way.

General

User agrees that all matters relating to User's access to or use of Platform, including all disputes, shall be governed and construed by and under the laws of the State of Illinois, without regard to its conflict of laws provisions. User hereby consents to the exclusive jurisdiction and venue of the state courts sitting in Cook County, Illinois, or the federal courts in the Northern District of Illinois to resolve any disputes arising under these Terms. If RI takes legal action against a User as a result of a User's violation of these Terms, RI will be entitled to recover from the User all reasonable fees and costs of such action, in addition to any other relief RI may have at law or in equity. Any decision as to whether a User violates these Terms will be made in RI's sole discretion.

If you access www.rotary.org from a location outside the United States, you are responsible for compliance with all applicable laws and your access, use, and download of www.rotary.org is at your own risk. Although www.rotary.org may be accessible worldwide, RI makes no claim that either and any content thereof, may be accessed, used, or downloaded outside the United States or are appropriate for use or legal outside the United States.

Unless otherwise indicated, all of the content, information design, text, images, data, software, applications, trademarks and logos, contained or displayed on www.rotary.org, including, but not limited to, the design, structure, expression, "look and feel," selection and arrangement is owned and/or controlled by RI, or used herein with permission and is legally protected, without limitation, under U.S. federal and state, and foreign, laws, regulations, and treaties, including copyright, trademark, patent, moral rights, trade dress, and other laws relating to the protection of intellectual property and unfair competition.

Questions

For questions about using the Platform and general questions about www.rotary.org, contact RI staff via email at rotaryglobalrewards@rotary.org. For a question about an Offer, please contact the Provider of that Offer using the contact information set forth in the Platform.