

# **BUY ONE GET ONE PROMOTION**

## **TERMS AND CONDITIONS**

(Last Updated Nov 1, 2018)

PLEASE READ CAREFULLY. By participating, you agree to the following rules governing the El Dorado Buy One Get One Promotion (the “Program”), including any changes that are made. The date above indicates the date of the most recent change in the Program Terms and Conditions.

### **A. Overview of the El Dorado Buy One Get One Promotion (the “Program”)**

El Dorado (also referred to as "Sponsor") is offering people (via exclusive merchant landing pages) who buy an eGift Card, one of the following promotion:

- Buy a \$250 eGift, get an opportunity to receive a \$25 Bonus eGift card redeemable at the selected merchant.
- Buy a \$500 eGift, get an opportunity to receive a \$50 Bonus eGift card redeemable at the selected merchant.

### **Bonus Gift Terms**

- Gift Valid until 3/28/2019.

### **B. Eligibility for Public**

The Program is open to legal residents of any of the 50 United States (or the District of Columbia or Puerto Rico) who are 18 years or older at the time of enrollment. Some items for redemption may be available only to those of other ages (always older than 12, e.g. 18 or 21), as indicated in the Yiftee merchant description or Program rules. The Program is provided to individuals only. Corporations, associations or groups may not participate. The Program is void where prohibited by law.

### **C. Eligibility for Those Related to Program Participation**

1. Employees and non-employee workers of Sponsor may not participate in the Program.
2. Members of immediate family (spouse, parents, siblings, and children) and household members of employees or non-employee workers of Yiftee may not participate in the Program.

### **D. Duration of Program**

The current phase of the Program begins at December 1, 2018 and is scheduled to end on December 31, 2018 (the "Program Period"), but Sponsor reserves the right to shorten, extend, suspend, modify, or cancel the Program, at its discretion, at any time. The Promotional value of the digital gift cards, serviced by Sponsor, are valid until 3/28/2019. Sponsor is not responsible for email delivery issues (bounces, delivery into spam folders, etc.) and only makes a best effort to deliver the Promotion to the Participant.

#### **E. Participating in the Program**

1. Individuals who bought eGift Card and are 18 years of age or older who meet the eligibility requirements, purchase a Yiftee eGift Card with a face value of \$500.00 or \$250.00 from the participating merchant during the promotional period ("Participant") are automatically enrolled in the Program exclusively offered on the special promotional landing page accessible solely through participating merchant landing pages on merchant's (not Sponsor's) website. Participant must provide a valid email address in order to receive the promotional item. Gift must be purchased for immediate (not scheduled) delivery and eligibility for inclusion is determined at the time gift processing is complete, which may be delayed at Sponsor's sole discretion for any reason.

#### **F. Disclaimer**

1. Taxes and Gratuity not included
2. Offer not valid with any other promotion
3. Sponsor and partners reserve the right to change the Program at their discretion.
4. Participant's email address, name and phone numbers will be accessible by Yiftee participating merchants to send promotional information, reminders and for other uses as determined by Sponsor, subject to Sponsor discretion. By participating in this Program, the Participant is opting in to receive said information and reminders and will have the ability to opt- out at any time.
5. Validated Yiftee eGift Cards will be delivered to the Participant after purchase verification is complete.
6. If a Participant believes that there were errors to his/her Account, the Participant must notify Sponsor by using the Contact Us! Form at Yiftee.com or by sending an email to support@yiftee.com, within 15 days of the date the termination of the Program.
7. Sponsor reserves the right to request proof that the Participant is in compliance with these Terms and Conditions. In its sole discretion, Sponsor reserves the right to reverse any Yiftee eGift Cards previously issued to a Participant's Account, if, upon Sponsor's request, compliance cannot be properly verified.

Sponsor decisions regarding the awarding of a promotional reward are final and binding.

#### **H. Inactivity and Forfeiture:**

1. If a Participant in the Program has not redeemed their Yiftee gift in full prior to the gift expiration period as stated on the eGift Card, the Participant will forfeit the remaining balance in the Account, without compensation. Failure to either use partial or whole balances in the stated promotional window constitutes inactivity for purposes of this condition.
2. At the end of the gift Expiration Period, Participant will forfeit any remaining balance in his/her Account, without compensation (unless the Program is extended by Sponsor).

#### **I. Modifications and Termination of the Program**

Sponsor reserves the right to terminate or temporarily suspend the Program at any time, for any reason, with or without notice, even though termination may affect a Participant's ability to use his/her Yiftee eGift Card. Participants are responsible for remaining knowledgeable of any changes that Sponsor may make to these Terms and Conditions. The most current version of these Terms and Conditions, which will indicate the date they were last updated, will be available on the Website and will supersede all previous versions of these Terms and Conditions.

#### **J. General Terms and Conditions**

1. Participants are responsible for the payment of all taxes which may result from the reward(s) received as part of the Program.

#### **K. Limitation of Liability**

1. The Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network, cellular network, or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error, neither Sponsor, nor its respective related companies, parents, subsidiaries, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of Program materials shall have any

liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF THE SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY EGIFT CARDS, LIABILITY WILL BE LIMITED TO THE VALUE OF THE EGIFT CARD. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. Sponsor, its joint ventures, officers, directors, employees, shareholders, promotion agencies, agents, successors, assigns, and service providers, are not responsible for any products or services offered. TO THE FULLEST EXTENT ALLOWABLE BY LAW, SPONSOR SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you. Participants agree to rely solely on the manufacturer's warranties, if any, for any products redeemed through this Program.

2. As a condition of participating in this Program, each Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in San Mateo County, California; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will any Participant be permitted to seek recovery for, and Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

3. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Participant and the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of California, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of California.
4. These Terms and Conditions constitute the entire agreement between Program participants and Sponsor pertaining to the subject matter hereof and supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.