

The more you sell, the more you earn. Below are the official terms and conditions.

**Xtreme Truth ... Protection at Work
Symantec Endpoint Protection
Reseller Incentive Program**

OFFICIAL TERMS AND CONDITIONS

Offer valid 1/19/2009 through 7/3/2009

1. PROMOTION OVERVIEW AND TERMS

Welcome to the Symantec Corporation "**Xtreme Truth...Protection at Work**" Symantec Endpoint Protection Reseller Incentive Program (the "Promotion") sponsored by Symantec Corporation ("Symantec") and administered by Maritz Motivation ("Maritz" or "Administrator"), where eligible US and Canadian-resident reseller sales representatives can respectively receive between \$50 USD and \$550 USD paid via a reloadable **exclusively yours**[®] Amex[®] Rewards Card (the "Card") for sales of eligible SKUs of Symantec Endpoint Protection and Symantec Multi-tier Protection products during the Promotion term, subject to claim submission, verification and fulfillment terms and conditions, as more fully described herein and at www.symantecpartnerrewards.com ("Promotion Website"). The Card is a rewards card that is good at select merchants and is subject to **exclusively yours**[®] Amex[®] card Terms and Conditions as set forth on Attachment No. 1 to these Official Terms and Conditions. For a complete list of merchants who accept the card, please visit: www.eycardonline.com.

The Promotion begins at 12:00:00 AM Pacific Time ("PT") on 1/19/2009 and ends at (11:59:59 PM PT) on 7/03/2009 (the "Promotion Term"). Participation in the Promotion is open to natural persons of the age of majority in their state or province of legal residence in either the U.S. or Canada who are U.S. or Canadian-resident resellers of Symantec Endpoint Protection and Symantec Multi-Tier Protection and who have an active e-mail account and Internet access during the Promotion Term (inclusive of meeting all Promotion-related eligibility and participation criteria specified in these Terms and Conditions and on the Promotion Website, a "Participant"). Employees, contingent staff persons and directors of Symantec and its subsidiaries and equity affiliates, and independent contractors supporting the Promotion (including the Promotion Administrator, Maritz, and its subsidiaries and affiliates), together with members of their immediate families (parent, child, sibling and spouse of each) and those living in their same households, are ineligible to enter and participate in the Promotion or receive any incentive consideration in the Promotion. All information is collected and reviewed in the United States. The Promotion is void where prohibited or restricted by law or reseller policy.

Please Note: *It is solely a prospective Participant's responsibility to review and understand his/her employer's/principal's policies regarding eligibility to participate in trade sales incentive offers such as the Promotion. If your participation in the Promotion would constitute a violation of your employer's/principal's policies, you are ineligible to participate in the Promotion. Symantec disclaims any and all liability or responsibility for disputes arising between an employee/agent and their employer/principal related to this Promotion.*

These terms and conditions relating to the Promotion comprise its Official Terms and Conditions (the "Terms") and, together with official Promotion communications by Symantec or its authorized Promotion agents, shall govern and apply to all participation and activity arising out of and relating to the Promotion. . In the event any conflict or inconsistencies arise between the Terms and any official Promotion communications, the Terms shall govern the Promotion. Please take a moment to review these Terms, which, by your participation including registration, submission of tendered claims, claim verification, receipt/acceptance of Promotion incentive consideration, or use of the same, you agree will govern all aspects of your relationship with the Promotion, its Sponsor, Symantec, the Administrator and other Promotion related agents. These Terms cannot be modified or superseded except by Symantec, in its reasonable discretion, in a written revision

to these Terms posted on the Promotion Website at www.symantecpartnerrewards.com and, at Symantec's sole discretion, other potential official Promotion communication methods reasonably calculated to reach potential and existing eligible Participants.

2. PARTICIPATION IN THE PROMOTION

A. CLAIM SUBMISSIONS AT www.symantecpartnerrewards.com FOR SALES OF ELIGIBLE QUANTITIES OF QUALIFIED SYMANTEC PRODUCTS. During the Promotion Term, evidence of the sale of a "Qualified Symantec Product" which constitutes an "Eligible Sale" may be submitted and/or tendered at www.symantecpartnerrewards.com as a Promotion claim and, upon verification, Participant will receive Promotional consideration via a reloadable **exclusively yours**® Amex® Rewards Card as follows:

Number of Licenses Sold*	Award Value (First 1-4 claims)	Award Value (Beginning with 5th and all subsequent claims†)
5- 24	US \$50 (\$60 CAN)	US \$75 (\$90 CAN)
25- 99	US \$75 (\$90 CAN)	US \$100 (\$120 CAN)
100-249	US \$125 (\$150 CAN)	US \$150 (\$180 CAN)
250-499	US \$175 (\$210 CAN)	US \$200 (\$240 CAN)
500+	US \$225 (\$270 CAN)	US \$250 (\$300 CAN)

Bonus Rewards **

Award Value

Symantec Multi-Tier Protection11.0
on same P.O.

US \$100 (\$120 CAN)

Competitive displacement SKUs***

US \$200 (\$240 CAN)

†Not retroactive to prior claims

*Per verified distributor purchase order/reseller customer invoice.

**Limit one of each type of Bonus Reward per verified distributor purchase order/reseller customer invoice

***Proof of competitive displacement must be submitted via e-mail or fax and must include one of the following:

- Competitor's License certificate showing customer's name and product being purchased.
- Invoice of competitive product customer had previously purchased, which new product now displaces.
- E-mail from customer confirming displacement of non-Symantec Endpoint Protection product with Symantec Endpoint Protection or Symantec Multi-tier Protection.
- Other document that clearly shows the customer's name and the name of the licensed product the Symantec license is displacing.
- Valid competitive displacements include, but are not limited to, sales displacing products from the following manufacturers:
 - McAfee
 - Trend Micro
 - Kaspersky
 - Sophos
 - AVG
 - Microsoft Forefront

1. "Qualified Symantec Products" are specified by SKU number in the [Eligible Products](#) page of the Promotion Website at www.symantecpartnerrewards.com, and are generally part of the following Symantec product line families:

**SYMANTEC ENDPOINT PROTECTION
SYMANTEC MULTI-TIER PROTECTION**

The foregoing Symantec product lines and the specifically qualified SKUs thereunder are subject to prospective change during the Promotion Term at Symantec's sole discretion upon publication on the Promotion Website.

2. "Eligible Sales" are any'

- Qualified Symantec Product SKUs purchased on behalf of an end-user customer during the Promotion Term, 1/19/2009 through 7/3/2009, unless prospectively modified or sooner terminated by Symantec as provided in these Terms.
- Limit one (1) Promotion claim per authentic reseller customer order. Each claim must be accompanied by a proof of sale in the form of Purchase Orders to Symantec Distributors or Invoices to Reseller Customer, and as per the claim specifications on the Promotion Website.
- Limit to the quantities outlined in section 2. A. Claim Submission.

3. Promotion Claim Submission. All Promotion-related claims for Eligible Sales of Qualified Symantec Products during the Promotion Term must be claimed by no later than **July 31, 2009** (by 11:59:59 PM PT) to be eligible for Promotion incentive consideration specified herein. To submit a Promotion claim, go to the Claim tab on the Promotion Website (www.symantecpartnerrewards.com) and complete as directed all mandatory information fields identified, information relating to the eligible sales of qualified Symantec product SKUs from a Purchase Order/Reseller Customer Invoice and election to submit supporting proof documentation electronically via email attachment or facsimile per the instructions listed on the Promotion Website, www.symantecpartnerrewards.com. Then immediately proceed to complete the elected proof submission method either online or offline via facsimile per the instructions listed on the Promotion Website, www.symantecpartnerrewards.com. Upon claim and proof submission, tendered claims will be reviewed within 14 days and approved or denied based on conformity to the Promotions Terms and authenticity of proof submissions.

B. PROMOTION INCENTIVE CONSIDERATION. For each approved and verified claim of eligible quantities of Qualified Symantec Product constituting Eligible Sales, a Participant will receive the following:

Number of Licenses Sold*	Award Value (First 1-4 claims)	Award Value (Beginning with 5th and all subsequent claims†)
5- 24	US \$50 (\$60 CAN)	US \$75 (\$90 CAN)
25- 99	US \$75 (\$90 CAN)	US \$100 (\$120 CAN)
100-249	US \$125 (\$150 CAN)	US \$150 (\$180 CAN)
250-499	US \$175 (\$210 CAN)	US \$200 (\$240 CAN)
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Bonus Rewards**

Symantec Multi-Tier Protection 11.0
on same P.O.

Award Value

US \$100 (\$120 CAN)

Competitive displacement SKUs***

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**Limit one of each type of Bonus Reward per verified distributor purchase order/reseller customer invoice

***Proof of competitive displacement must be submitted via e-mail or fax and must include one of the following:

- Competitor's License certificate showing customer's name and product being purchased.
- Invoice of competitive product customer had previously purchased, which new product now displaces.
- E-mail from customer confirming displacement of non-Symantec Endpoint Protection product with Symantec Endpoint Protection or Symantec Multi-tier Protection.
- Other document that clearly shows the customer's name and the name of the licensed product the Symantec license is displacing.
- Valid competitive displacements include, but are not limited to, sales displacing products from the following manufacturers:
 - McAfee
 - Trend Micro
 - Kaspersky
 - Sophos
 - AVG
 - Microsoft Forefront

Initially delivered to Participant in the form of a reloadable American Express ***exclusively yours***[®] Card by mail and thereafter, via electronic crediting to the previously delivered reloadable Amex Card for the duration of and immediately following Promotion Term. Allow up to 10 business days for points to be deposited to existing cards once claim has been approved. All Promotion-related communication and delivery of Promotion incentive consideration will be based on contact information supplied by Participants in conjunction with Promotion claim submission, the accuracy and maintenance of which is Participants' sole responsibility. Any costs or expenses not explicitly stated in these Terms as Sponsor's responsibility are the sole responsibility of the Participants, e.g., time, costs and expenses related to the Promotion, including as specified in these Terms and including incentive related taxation, if any.

4. GENERAL TERMS AND CONDITIONS

A. Entries; Verification/Audit; Participant Cooperation. All activity arising out of and relating to the Promotion is subject to verification and/or auditing for compliance with the Terms and Participants agree to reasonably cooperate with Symantec concerning verification and/or auditing. In the event that Promotion verification activity or an audit evidences non-compliance with the Terms or official Promotion communications, as determined in Symantec's reasonable discretion, a Participant's continuing participation in any aspect of the Promotion may be suspended or terminated. No responsibility is assumed for information not received from Participants, inaccurate information or corrupted files, whether caused by any of the equipment, computers, telephone, cable, network, electronic or Internet hardware or software malfunctions, failures, connections, availability or garbled or jumbled transmissions, service provider/Internet/web site/use net accessibility or availability, air or ground traffic congestion, or unauthorized human intervention or by any human, mechanical or computer error or failure which may occur in the processing or storing of information.

B. Terms Amendment and Interpretation. The Promotion and its continuing terms and conditions, benefits and participation are offered to Participants at the sole discretion of Symantec and its affiliated companies. Symantec reserves the right to amend or interpret the Terms or official Promotion communications and any element or elements arising under or relating to the Promotion at any time, upon published notice to Participants on the Promotion Website www.symantecpartnerrewards.com and, at Symantec's sole discretion, other potential official Promotion communication methods reasonably calculated to reach a majority of potential participants and existing Participants. A Participant shall be deemed to have notice of any such amendments or interpretations upon publication of the same on the Promotion Website and shall be deemed to have accepted such amendments or interpretations by virtue of a Participant's continuing participation in the Promotion. Should a Participant not wish to continue to participate

in the Promotion pursuant to the Promotion Terms, as amended or interpreted, a Participant may terminate participation in the Promotion upon written notice to Symantec.

C. Term Compliance Interpretation; Adjudication and Remedial Process. Symantec reserves the right to make all decisions, in its discretion, arising out of or relating to instances of suspected abuse, fraud, error or anomalies in the operation of the Promotion, including the Website, or any other interpretation, activity or suspected violation relating to the Promotion, the Terms or official Promotion communications. Aggrieved Participants further agree, prior to resort to formal dispute resolution specified below, to submit to Symantec via certified mail Symantec **Xtreme Truth...Protection at Work** Promotion, ATTN: Program Headquarters, 1400 South Highway Drive, Fenton, MO 63099 for internal adjudication a written statement concerning and fully describing any grievance for expeditious review and formal response by Symantec.

The formal response and decision by Symantec shall be final and binding on a Participant, absent clear and convincing evidence that Symantec has acted in an arbitrary or capricious manner. Symantec's decision of a particular matter with an individual Participant shall not bind Symantec as to decisions or adjudications of similar future matters, if there is a rational basis for distinguishing the facts and circumstances of such matters. A Participant must first exhaust the internal adjudication process for grievances before proceeding to formal dispute resolution. The foregoing deference and evidentiary standards relating to Symantec's decision-making shall apply in the below-described formal dispute resolution.

Except where prohibited, Participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any benefits received, or the administration of the Promotion not resolved through internal adjudication shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of California pursuant to the Terms of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in the Promotion but in no event attorneys' fees; and (3) under no circumstances will a Participant be permitted to obtain awards for and Participants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms, or the rights and obligations of Participant(s) and Symantec and Maritz in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the United States and the State of California, without regard for conflicts of law doctrine of any jurisdiction, and subject to resolution only in the county of Santa Clara, California. By entry and participation in the Promotion, Participants, including on behalf of their organizations/companies, agree that the county of Santa Clara, State of California, United State of America will be the exclusive forum for any formal dispute resolution.

D. Warranties / Disclaimers. A Participant is solely responsible for the equipment and Internet access required to connect to the Promotion Website and/or participate in the Promotion. Symantec reserves the right to limit or restrict upon notice participation in the Promotion to any person at any time for any reason.

SYMANTEC AND MARITZ EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES OF ANY KIND (WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE), INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SYMANTEC AND MARITZ SHALL NOT BE LIABLE OR RESPONSIBLE FOR THOSE GUARANTEES OR WARRANTIES MADE OR OFFERED BY ADVERTISERS, PARTNERS, MANUFACTURERS OR SUPPLIERS, INCLUDING THOSE RELATING TO PROMOTION INCENTIVE CONSIDERATION. UNDER NO CIRCUMSTANCES SHALL SYMANTEC OR MARITZ BE HELD RESPONSIBLE OR LIABLE FOR A PARTICIPANT'S USE OF THE INFORMATION AND/OR PRODUCTS PROVIDED

AND/OR MADE AVAILABLE THROUGH THE PROMOTION OR FOR ERRORS OR ANOMALIES RESULTING IN THE UNINTENDED OR ERRONEOUS PARTICIPATION, AWARD OF PRIZES OR OTHER BENEFITS UNDER THE PROMOTION TO PARTICIPANTS. SYMANTEC AND MARITZ OFFER NO ASSURANCES, GUARANTEES OR WARRANTIES THAT THE PROMOTION OR PROMOTION WEBSITES WILL BE UNINTERRUPTED OR ERROR-FREE AND DOES NOT GUARANTEE THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED THROUGH THE PROMOTION. SYMANTEC AND MARITZ ASSUME NO RESPONSIBILITY FOR ANY COMPUTER-RELATED DAMAGES DUE TO DOWNLOADING MATERIALS. SYMANTEC AND MARITZ WILL NOT BE LIABLE, AND ARE NOT RESPONSIBLE, FOR DAMAGES OF ANY KIND RELATED TO A PARTICIPANT'S PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROMOTION, WHETHER THE DAMAGES ARE DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL. FURTHER, BY ACCEPTING PROMOTION INCENTIVE CONSIDERATION, A PARTICIPANT/RECIPIENT AGREES THAT SYMANTEC AND MARITZ, THEIR PARENTS, SUBSIDIARIES, AFFILIATED COMPANIES AND THEIR DISTRIBUTORS, ADVERTISING, PUBLIC RELATIONS, MEDIA, PROMOTION AND JUDGING AGENCIES, AND ALL OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS, SHALL NOT BE LIABLE FOR, AND WILL BE HELD HARMLESS BY WINNER AGAINST, ANY LIABILITY FOR ANY DAMAGE, INJURY OR LOSS TO PERSON (INCLUDING DEATH) OR PROPERTY DUE IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, TO ACCEPTANCE, POSSESSION, USE OR MISUSE OF PROMOTION INCENTIVE CONSIDERATION, PARTICIPATION IN ANY INCENTIVE CONSIDERATION USE/REDEMPTION-RELATED ACTIVITY OR PARTICIPATION IN THIS PROMOTION. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; THEREFORE THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY.

Any attempted participation by Internet or email or any other means except as permitted by these Terms or official Promotion communications is void. Symantec and Maritz will not be responsible for lost, late, incomplete, stolen, misdirected, or illegible materials, email or mail; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or for garbled or jumbled transmissions, or for service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention, or for inaccurate capture of any information, Promotion incentive consideration claims or delivery/fulfillment orders or other information, or the failure to capture any such information. Symantec and Maritz are not responsible for any incorrect or inaccurate information, whether caused by printing errors, Web site users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Promotion, and are not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the Promotion Websites or any communications means. Symantec and Maritz are not responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Promotion Website. Any use of robotic, automatic, macro, programmed or like or alias methods to participate in the Promotion are ineligible and will result in suspension or disqualification from participation in the Promotion. Symantec reserves the right, in its sole discretion, to reasonably suspend or cancel the Promotion should any virus, bug and/or other cause beyond the control of Symantec corrupt the administration, security or proper operation of the Promotion.

E. Indemnification. Participants agree to release, defend, indemnify and hold harmless Symantec, its parents, subsidiaries, and affiliated companies, and agencies (including but not limited to Maritz), and each of their respective officers, directors, employees and agents (collectively "Indemnitees"), from and against, and accept all responsibility of any kind, including but not limited to financial, for any liability, claims, losses, damages or proceedings, including but not limited to death, (including reasonable attorneys' fees) relating to any actions taken by a Participant or anyone else using a Participant's password (whether or not such use occurred with or without your permission). Participant also agrees to release, defend, indemnify and hold

harmless the Indemnitees from any and all liability, claims, losses, damages or proceedings, including but not limited for death (including reasonable attorneys' fees) relating to Promotion incentive consideration and any other matter in connection with a Participant's participation in the Promotion.

F. Tax Consequences. Participation and receipt of benefits from the Promotion may have tax consequences in certain instances. Symantec encourages Participants to speak with their tax advisors prior to participation and receipt and acceptance of Promotion incentive consideration to prevent any undesired results. Should there be any tax liability for participation in the Promotion or the receipt of Promotion incentive consideration, or costs or expenses relating to participation in the Promotion not specifically assumed by Symantec or for the use and enjoyment of Promotion incentive consideration, or for any other reason, such taxes and/or expenses are the sole responsibility of an individual Participant. Symantec will issue Promotion-related tax reporting to individual Participants, as may be required by applicable laws and regulations.

G. Privacy. Participants in the Promotion understand and agree that in order to offer the Promotion, Symantec must collect and use personally identifiable information about Participants and will from time to time contact Participants via their e-mail and/or other addresses as provided. Symantec has contracted with a third party, Maritz, for the administration of this Promotion. All information gathered by Symantec will be shared with Maritz, for the limited purpose of administering this Promotion. In all other ways this Promotion is administered under the terms of the applicable Privacy Statement available for review on or through the Promotion Website at www.symantecpartnerrewards.com.

H. Copyright Notice. Nothing on the Promotion Websites or on any other Symantec website, or Participant's use of the services or products related hereto, shall be construed as conferring any license or other rights under the intellectual property or other proprietary rights of Symantec, its subsidiaries or affiliates or any third party, whether by estoppels, implication or otherwise. Symantec and/or its agents shall be licensed by Participants to evaluate all Promotion-related submissions for purposes of the Promotion judging. The software and programming code and media relating to the Promotion Website and Promotion-related Promotion is protected by the laws of copyright, trademark, patent, unfair competition and other proprietary laws. Any Promotion-related submission further must be valid and authentic ordinary course business documentation accurately and truthfully representing information and sources of information thereon; must not infringe third-party rights; and must be suitable for review and verification purposes relating to the Promotion.

I. Participants' Affidavits, Consents and Releases. As a condition to participation in the Promotion and receipt and acceptance of Promotional incentive consideration, a Participant and his/her employer/principal consents for Symantec and those acting under its control to use a Participant's name, picture, voice, likeness and description and status of participation in the Promotion, worldwide, for the purposes of advertising, marketing and publicity, without further compensation, unless prohibited by law. Permission is specifically granted for Symantec and its agents to promote Participants and their participation in perpetuity in any medium it may see fit including, but not limited to, website, television, radio and/or printed materials.

J. Promotion Sponsor and Administrator. The Sponsor of this Promotion is Symantec Corporation, 20330 Stevens Creek Blvd., Cupertino, California 95014 ("Symantec" or "Sponsor"). The Administrator of this Promotion is Maritz 1400 South Highway Drive, Fenton, MO 63099 ("Maritz" or "Administrator"). ©2008 Symantec Corporation. All rights reserved. Symantec, the Symantec Logo and Symantec AntiVirus, Symantec Client Security, Symantec Endpoint Protection and Symantec Multi-tier Protection are trademarks or registered trademarks of Symantec Corporation or its affiliates in the U.S. and other countries. Other names may be trademarks of their respective owners. Cards are issued by American Express Incentive Services, a joint venture between Maritz and American Express.

SYMANTEC WORLD HEADQUARTERS

20330 Stevens Creek Blvd.
Cupertino, CA 95014 U.S.A.
408 517 8000
800 721 3934

www.symantec.com

For Product Information in the U.S., call toll-free 800-745-6054. Symantec has worldwide operations in 40 countries. For specific country offices and contact numbers please visit our Web site.

Symantec Endpoint Protection Reseller Incentive Program (**Xtreme Truth...Protection at Work**) web site: (www.symantecpartnerrewards.com).

Attachment No. 1
***Exclusively yours*[®] card Terms and Conditions**

1. Participant Agreement

Please read the following information governing this *card* and retain for your records. Please sign the *card* immediately. By accepting and retaining the *card*, signing the *card* or using the *card*, you agree to all the terms and conditions in this participant agreement, as well as future terms and conditions and program/service changes. Current terms and conditions may be viewed on the Internet address printed on the enclosed literature, the front of the *card* carrier attached to the *card* and the *card* back. The *card* and associated offers are void where prohibited by law. As used herein, "*card*" means the incentive *card* issued to you. The term "Agreement" means the participant agreement enclosed with the *card*. The terms "you" and "your" mean the person to whom the *card* was issued. "We", "our", "us" and "Maritz" refer to Maritz Inc., as the issuer of the *card*. The term "Sponsor" refers to the company or companies that have requested that the *card* be issued to you and that provided the funding for the *card* to Maritz.

2. Use of the *card*

The *card* is not a credit card and cannot be used as one. The *card* provides you access to points on the *card*. You cannot increase the points on the *card*. If you have a reloadable *card*, only the Sponsor is able to direct us to increase the points. If there are points printed on the face of the *card*, you have a pre-denominated *card*. If you are unsure if the *card* is reloadable or pre-denominated, you may ask the Sponsor, or contact Customer Service at the number on the card carrier attached to the *card* and printed on the *card* back. A *card* that is pre-denominated with a specific amount of points cannot be increased. The *card* may be used to make purchases at select establishments where American Express[®] is welcome, as noted on the enclosed literature. You agree that you shall not use the *card* outside the 50 United States, the District of Columbia, Canada, Guam and/or U.S. Territories.

The *card's* value is shown in points, and one point equals one U.S. dollar in purchasing power. Points cannot be converted to cash or cash equivalents at any time. Use of the *card* is limited to the number of points held on the *card*. The *card* is not transferable. You may not permit any other person to use the *card* issued to you. Your right to use the points on the *card* is a limited right, subject to the terms and conditions of the Agreement and applicable law.

If given the option, choose credit instead of debit when asked by an establishment. You should also sign the receipt for purchase with the same signature you used when you signed the *card*. You may wish to retain the receipt as a record of the transaction. Please note that purchases made with the *card* are similar to those made with cash or travelers cheques in that you cannot "stop payment" on such transactions. Any problems or disputes you may have regarding the transaction should be addressed directly with the establishment.

The establishments where you can use the *card* are subject to change without notification. Reasonable efforts have been made to insure that information regarding participating establishments is accurate; however, Maritz is not responsible for errors or omissions or any decision made by any establishment to fail or refuse to honor the *card*. The full amount of each purchase, including taxes, will be deducted from the points held on the *card*, up to the total points available on the *card*. If you attempt to use the *card* at a nonparticipating establishment, your purchase will be declined.

3. Information on *card* Usage

You may obtain information regarding the amount of points remaining on the *card*, and, if applicable, where you have used the *card* and/or any new points added to the *card* by the Sponsor, by inquiring at the Internet address on the *card* carrier attached to the *card* or by calling the toll free number printed on the *card*.

4. Laws of Missouri

The laws of Missouri govern your use of the *card* and the terms and conditions of this Participant Agreement.

5. *card* Expiration

IMPORTANT: There is a "valid thru" date on the front of the *card*. You MUST use the points on the *card* on or prior to the last day of the month of the valid thru date. After that date, the *card* cannot be used and is invalid for all purposes. After the valid thru date, please cut up the *card* and dispose of it. Any attempt to use the *card* after the valid thru date shall be denied. SUBJECT TO APPLICABLE LAW, ANY POINTS REMAINING ON THE *CARD* AFTER THE "VALID THRU" DATE ARE IRREVOCABLY FORFEITED. Invalid *cards* are not replaceable, refundable or returnable. If the *card* issued to you is reloadable and the Sponsor elects to continue the program beyond the valid thru date, the remaining points may be transferred to a new *card*.

6. Returns

You may not return goods or services obtained with the *card* for a cash refund. You may return a purchase for a credit allocated to the *card* provided that the establishment accepts returns and the *card* is still valid.

7. Supplemental Payment

If your desired purchase amount is greater than your available points, you must consult with the establishment to determine whether supplemental payment is allowed. If the establishment accepts supplemental payment, the best way to process a transaction with a supplemental form of payment is to have the sales associate process the difference with your personal form of payment first, then process the *card* for an amount less than or equal to the remaining point balance. It is your responsibility to know the points available on the *card* at the time of purchase. To obtain your point availability, visit our Internet address located on the *card* carrier attached to the *card* or contact customer service at the phone number printed on the *card* back. It is up to each establishment to determine if supplemental payment is accepted and the types and terms of such.

8. Shortages/Negative Point Balance

If you attempt to use the *card* for an amount greater than your available point balance, the transaction, in most cases, will be declined. If, for any reason whatsoever, a transaction is processed despite insufficient available points on the *card* (creating a "negative" amount, referred to herein as a "Shortage"), you agree to reimburse us, upon request, for the amount of the Shortage. In addition, we reserve the right to charge a Shortage fee of \$25 per transaction every time your use of the *card* results in a Shortage, subject to applicable law.

9. Lost or Stolen *card*

You should safeguard the *card* from unauthorized use. It is your responsibility to immediately inform the *card* Customer Service Center at the telephone number on the *card* and on the *card*

carrier attached to the *card* if the *card* is lost or stolen. We will replace one *card* at no charge; however, we will deduct 10 points from the *card* for each subsequent replacement. Please allow fifteen days to receive a replacement *card*. We are not responsible for replacing lost or stolen points. Do not attempt to use the *card* after you have reported it lost or stolen, even if you find it or have it returned to you. The replacement *card* will have the same "valid thru" date as the *card* being replaced. Subject to applicable law, if a *card* is reported lost or stolen within 15 business days prior to the last day of the month of the "valid thru" date or any amount of time after the "valid thru" date, the *card* will not be replaced. PLEASE SAFEGUARD THE *CARD* SECURELY AND TELL US IMMEDIATELY IF THE *CARD* IS LOST OR STOLEN. UNFORTUNATELY, NO REPLACEMENT POINTS WILL BE PROVIDED FOR POINTS DEDUCTED FROM YOUR LOST/STOLEN *CARD* BEFORE YOU NOTIFY US.

10. Call Monitoring

From time to time, we may monitor telephone calls made to our Customer Service Dept. to ensure the quality of customer service.

11. Misuse of the *card*

If you repeatedly attempt to use the *card* at nonparticipating establishments, you will be subject to a service fee up to 30% of the unauthorized transaction amount and the *card* may be terminated. You may also be required to pay all costs incurred by us due to transactions that you initiate with nonparticipating establishments. If we suspect misuse of the *card*, it may be suspended or terminated, and all points cancelled, with or without notice. The *card* and associated points are nonrefundable and have no surrender value. You must return the *card* to us upon request. The *card* is the property of Maritz. In the event of a cancellation for any reason, we reserve the right to notify the Sponsor regarding the cancellation.

12. Notice of Data Protection and Privacy Policy

Information We Collect: As part of providing you with the *card*, we may obtain personal information ("Cardholder Information") about you, including:

- Information provided to us by the Sponsor, such as your name and/or your address.
- Information about purchases you make with the *card*, such as the date of the purchase, the amount and the place of purchase.
- In addition, we may obtain information from providers of identity verification data and demographic information, in connection with our efforts to protect against fraudulent or unauthorized use of the *card*.

Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

Disclosure: We may use Cardholder Information to process *card* transactions, to provide customer service, to process claims for lost or stolen *cards*, to help protect against fraud, and to conduct research and analysis with our Cardholders through mail, phone or email surveys. We may provide information about you and your participation in the program to the Sponsor. In addition, on occasion establishments where you have shopped with the *card*, and that are under contract with us, may request disclosure of Cardholder Information for the purposes of providing special offers. If, at any time, you wish to have your information removed from these lists, please

call the *card* Customer Service center at the number listed on the *card* carrier attached to the *card* and printed on the *card*. We may provide certain Cardholder Information to others outside of Maritz as permitted by law, such as to government entities or other third parties in response to subpoenas.

Choice: If you prefer not to receive offers from establishments, you may opt out by calling us in the US toll free at the number on the card carrier attached to the *card* and printed on the *card*. If you opt out from receiving these offers, we may still send important information to you about the *card*.

13. Disclaimer

Maritz, the Sponsor, and their respective parents, subsidiaries and affiliated companies maintain no control over the personnel, equipment or operations of any air, water or surface carrier, ship line, transportation company, hotel, restaurant, tour company, establishment, catalog retailer or other person or entity providing services, products or accommodations as part of a trip or retail purchase; all establishments or suppliers offering products and/or services through the *card* program are independent contractors. Maritz, the Sponsor, and their respective parent companies, subsidiaries and affiliated companies make no guarantees, warranties or representations of any kind, expressed or implied, with respect to products, services or merchandise, and shall not be liable for any loss, expense, damage or injury incurred as a result of any defect in or failure of such items. SUCH PARTIES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. Maritz, the Sponsor, and their respective parent companies, subsidiaries and affiliated companies shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity which may be caused or contributed to: (1) any wrongful, negligent or unauthorized act or omission on the part of any establishments offering products and/or services through the *card* program, or any of their agents, employees or independent contractors; (2) any defect in or failure of any vehicle, equipment, instrumentality, service, product, delivery or accommodation which is owned, operated, furnished, sold or otherwise used by any participating *card* establishment or supplier; (3) any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not under their direct control; and/or (4) any other cause, condition or event whatsoever beyond their direct control. In no event will Maritz, the Sponsor, and their respective parent companies, subsidiaries and affiliated companies, be liable for any punitive, special, indirect, or consequential damages.

14. Change of Name or Address

You must notify us and your Sponsor promptly if your name or address has changed. Call the *card* Customer Service Center number appearing on the other side of this page and the back of the *card*. Failure to notify us of these changes may result in information regarding the *card* being sent to the wrong person. In such event, we will not be responsible for any resulting misuse of the *card*, customer information, or the points contained on the *card*.

15. Arbitration

Purpose: This Arbitration Provision sets forth the circumstances and procedures under which Claims (as defined below) may be arbitrated instead of litigated in court.

Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us arising from or relating to the *card* or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from

this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. For purposes of this Arbitration Provision, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and other persons referred to below in the definition of "Claims." "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, crossclaims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the *card* or this Agreement (including, but not limited to, third parties who accept the *card*, third parties who use, provide or participate in programs accessed with the *card*, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (a) the *card*; (b) the amount of available points on the *card*; (c) advertisements, promotions or oral or written statements related to the *card*, goods or services purchased with the *card*; (d) any benefits and services related to the *card*; and (e) your enrollment for or activation of the *card*. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"). Claims shall be referred to either the National Arbitration Forum ("NAF") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select either of the other organizations listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows:

- The NAF at P.O. Box 50191, Minneapolis, MN 55404; website at www.arbitration-forum.com.
- AAA at 335 Madison Avenue, New York, NY 10017; website: www.adr.org.

Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO HAVE THEIR CLAIMS RESOLVED EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF THE NAF OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU AND WE WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported

representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitration proceeding shall not be governed by any Federal or state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the requesting party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such a request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. You will be responsible for paying your share, if any, of the arbitration fees (including filing, administrative, hearing and/or other fees) provided by the Code, to the extent that such fees do not exceed the amount of the filing fees you would have incurred if the Claim had been brought in the state or federal court closest to your residence that would have jurisdiction over the Claim. We will be responsible for paying the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees for any Claim you initiate as to which you or we seek arbitration. You will not be assessed any arbitration fees in excess of your share if you do not prevail in any arbitration with us.

Continuation: This Arbitration Provision shall survive termination of the *card* as well as voluntary payment of any shortages in full by you, or any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, it shall not invalidate the remaining portions of this Arbitration Provision or the Agreement, each of which shall be enforceable regardless of such invalidity.

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The ***exclusively yours card*** is part of a system and method covered by U.S. Patent Nos. 5,689,100 and 5,956,695. © Maritz Inc. 2006