

Laurel Oak Customer Loyalty Program

Membership and General Terms/Conditions – as of 2/25/11

- The Laurel Oak Customer Loyalty Program is sponsored by Laurel Oak. By becoming members of the Laurel Oak Customer Loyalty Program, members agree to receive advertising, marketing materials and other communications from Laurel Oak except where expressly disallowed as a profile preference. The Laurel Oak logo, Laurel Oak Customer Loyalty logo and other logos and taglines are the intellectual property of Laurel Oak. Membership rules are void to the extent where prohibited by law. Taxes may apply where required by law.
- Laurel Oak Customer Loyalty Program membership ("Membership") is open to individuals of at least 18 years of age. Commercial customers and others purchasing items for resale are not eligible for membership. Employees of Laurel Oak, its affiliates and subsidiaries, or members of any corporate or industrial account of Laurel Oak are not eligible for this Membership.
- Membership is nontransferable and subject to present and future program rules. Enrollment becomes effective and acceptance of these terms and conditions begins when a new member enrolls in the Laurel Oak Customer Loyalty Program. Laurel Oak may change the Laurel Oak Customer Loyalty Program rules, regulations, benefits, conditions of participation, or point levels for rewards, in whole or in part, at any time without notice, even though changes may affect the value of the points already accumulated. Laurel Oak may change or terminate program partners, withdraw, limit, modify or cancel any reward, increase the points required for any reward, modify or regulate the transferability of rewards or benefits, institute or add reward blackout dates or limit the number of rewards for use by any one individual on any one purchase.
- Laurel Oak may, at any time, terminate or modify the Laurel Oak Customer Loyalty Program and program rules without any further obligations to members.
- Abuse of the Laurel Oak Customer Loyalty Program, including failure to follow program policies and procedures, the sale or barter of reward certificates, product, points or promotional offers and any misrepresentation of fact relating thereto or other improper conduct as determined by Laurel Oak in its sole judgment, may result in cancellation of the member's account and future disqualification from program participation, forfeiture of all points accrued, cancellation of previously issued but unused reward certificates, and termination of the business relationship with Laurel Oak. In connection with the enforcement of any of the terms and conditions governing the Laurel Oak Customer Loyalty Program, Laurel Oak reserves the right to take appropriate legal action, as it deems necessary, and to recover damages, attorneys' fees and court costs.
- Laurel Oak reserves the right to interpret and apply the policies and procedures communicated in these terms and conditions. All determinations by Laurel Oak shall be final and conclusive in each case. These terms and conditions supersede all previously published terms and conditions.
- Laurel Oak reserves the right to make Laurel Oak rewards points and promotional offers available to select members based on purchase activity, geographic location, program participation, or information supplied by the member.

- A member may cancel his or her Membership at any time by notifying Laurel Oak by email, telephone or in person. Laurel Oak, in its sole discretion, reserves the right to cancel an individual Membership.
- Privacy Policy: The information provided by the member will be used solely by Laurel Oak and for tracking reward points and marketing activities only. It will not be sold or provided to other organizations.

Earning Points and Using Rewards

- As a member of the Laurel Oak Customer Loyalty Program, members earn points for every \$1 spent on any eligible product purchase, when a member's Laurel Oak Customer Loyalty member name or email is provided at time of purchase in-store, or by phone.
- Purchases earn points at the following rates: 1 point for every dollar spent on eligible product purchases.
- Once a member has accrued 500 points, a \$20 reward will be credited to them. On any subsequent purchase, the member may choose to utilize the reward credit. The credit will be applied directly to the purchase at the time of the sale.
- A member may check their accrued point levels and reward credits by asking a Laurel Oak Garden Center cashier either in-person or by phone.
- Point calculations are based upon dollars spent at checkout on eligible purchases less any dollars spent on sales tax, state fees, shipping charges, delivery charges, planting fees, landscaping design, installation or maintenance fees, irrigation fees, the dollar amount of the purchase of Gift Cards, the dollar amount of any Gift Card offer with purchase, firewood stacking services, or other excluded charges.
- Members do not earn points for the amount of any rewards redeemed or discounts applied.
- When members return products to the store, points previously posted to member's account for that purchase will be deducted from member's account. Other exclusions may apply. Points apply only to the first Membership name in connection with any purchase. Membership points have no cash value and are nontransferable.
- Points that remain on member's account expire and are forfeited if the program is terminated.
- All points and subsequent rewards must be earned and used according to the terms and conditions of the Laurel Oak Customer Loyalty Program. Laurel Oak has the right to make the final decision on whether a purchase qualifies for Laurel Oak Customer Loyalty Program.
- Points are not transferable and may not be combined among Laurel Oak Customer Loyalty Program members or conveyed by any means to anyone, including through a member's estate, and may not pass to members' successors and assigns. Accrued points do not constitute property of the member. Accrued points are not transferable by the member (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise.