

Terms Conditions

Use of the Somewhere In America (SIA) Loyalty Card constitutes acceptance of the following terms and conditions and all future Program rules (this "Agreement") by each Somewhere In America (SIA) Loyalty Program Member ("Member"):

1. BENEFITS. The Somewhere In America (SIA) Loyalty Program (the "Program") provides SIA customers with the following benefits subject to the terms and conditions contained in this Agreement (collectively, the "Benefits"):

(a) Effective January, 2019 all new Program enrollments will automatically receive ten (10) bonus Points towards their first Award.

(b) In addition, as you use your Somewhere In America (SIA) Loyalty Card, you may be eligible to receive special discounts, earn double points or participate in other exciting SIA promotions including pop-up events, fashion shows, exclusive parties and openings.

(c) To celebrate your birthday, Somewhere In America (SIA) members are also eligible to receive double points week of your birthday, plus a bonus \$20.00 Award valid for the entire month. Award will expire on the last day of the month. The Award can be redeemed inside the SIA app.

2. ENROLLMENT.

(a) No purchase is necessary to become a Member. To apply, you must either (1) enroll inside of the SIA App or (2) simply apply at one of our pop-up locations and provide the needed information plus your complete mailing address so your Somewhere In America (SIA) Loyalty Card can be delivered to you. You must provide a valid e-mail address to be eligible to receive any Benefits associated with the Program.

(b) Enrollment begins upon activation but you can opt out of the Program at any time as more fully set forth in Section 8 below.

(c) Member must be a legal resident of the United States, Puerto Rico or Canada and 13 years of age or older to participate in the Program. The sponsors of the Program are Somewhere In America (SIA). SIA reserves the right in its sole discretion to accept or deny any membership request in the Program.

3. GENERAL TERMS AND CONDITIONS.

(a) Somewhere In America (SIA) Loyalty Membership is not transferable and may only be used by an individual Member for the Member's personal benefit. Member Benefits cannot be combined with Benefits accrued by another Member. SIA may request proper identification with regard to Program transactions. Member Benefits will not be applied retroactively to any purchases. Other exclusions may apply.

(b) SIA is not responsible for lost or stolen membership cards. SIA may, in its sole discretion, permit replacement cards to be issued and any remaining points at the time SIA issues the

replacement card may be transferred. If SIA agrees to issue a replacement card to the Member, SIA assumes no responsibility for replacing any points or Awards accrued prior to the date SIA is notified in writing of the Member's loss.

(c) Member agrees that the Program and any Benefits related thereto do not create any property rights whatsoever in favor of Member.

(d) Member shall be responsible for maintaining accurate and updated personal information with the Somewhere In America (SIA) Loyalty Membership Program Department. Members may update their personal information inside of the SIA app or onsite at one of our pop-up locations. SIA is not responsible for Awards or other Benefits that are not received as a result of loss or Member's failure to update Member's personal information.

(e) SIA logos, the Somewhere In America (SIA) Loyalty Program and other logos and taglines are the intellectual property of Somewhere In America, licensed to others under controlled conditions.

(f) Membership rules are void where and to the extent prohibited by law. Taxes may apply where required by law.

4. POINTS AND AWARDS ACCRUAL.

(a) Points accrual will be calculated based on Member's Qualifying Purchases. "Qualifying Purchases" are purchases made inside of the SIA App and before sales tax and shipping and handling (if applicable) is added. Points shall be calculated based on the final sale price in the local currency. Other exclusions may apply. Earn additional Points through special offers and promotions.

(b) Points will post to your account within 10 days of purchase or date of shipment. No adjustments to your account ("Account") will be made after the actual purchase date except as indicated below.

(c) Points apply only to the first Somewhere In America (SIA) Loyalty Card documented in connection with any purchase.

(d) Points earned from a Qualifying Purchase shall be deducted from Member's account if the Qualifying Purchase is returned or exchanged.

(e) Points shall expire automatically 6 months from the date of your last purchase using your Somewhere In America (SIA) Loyalty Card. Points have no cash value and may not be redeemed for partial Awards, merchandise or any other value.

(f) SIA may adjust the number of Points required to be eligible for an Award or the Award amount to be issued, at any time, in its sole discretion, with or without notice.

(g) Awards are coupons for discounts off future purchases and may only be redeemed for a discount off purchase amounts equal to or greater than the amount of the sum of the Awards presented for redemption inside of the SIA App, excluding tax. Awards shall not be refunded if

you return or exchange merchandise purchased using an Award. Points earned towards such Award shall not be reinstated to your account.

(h) Any unused Points and Awards shall be forfeited if Member's membership in the Program is cancelled for any reason.

5. AWARDS REDEMPTION.

(a) Awards may be combined with other Awards issued to Member and may be used in conjunction with most other discounts, promotions or offers towards the purchase of merchandise not to exceed the purchase amount.

(b) Unless otherwise indicated, each Award will expire and are forfeited if not redeemed within 60 days from the date it is issued.

6. MEMBER PRIVACY. By becoming a Member of the Program, you agree to receive advertising, marketing materials and other communications from SIA and its affiliates. The information we collect will be used to help us provide a more personalized shopping experience and personalized discounts applicable to purchases inside the app. The personal information you provide as a Member of the Program will be handled and retained in accordance with the SIA privacy policy located at www.relentlessappsnow.com

7. MODIFICATION AND TERMINATION. SIA may terminate or modify the Program and/or these terms and conditions from time to time without notice and without any further obligations to Members. Updates shall be effective on the date they are posted inside of the app; continued use of Member's membership card after such date constitutes acceptance of all such changes.

SIA may also terminate the Program at any time. Upon termination of the Program, Member shall forfeit all unredeemed Points earned as of the termination date but any Awards issued shall remain in full force through their individual expiration dates. Member may choose to opt out of the Program at any time by providing notice by mail or e-mail; however, all Awards and Points shall be forfeited at such time. Cancellation may take from 6 to 8 weeks to finalize. SIA reserves the right to terminate your Membership at any time in its sole discretion.

All correspondence for the Somewhere In America (SIA) Loyalty Card should be addressed to:

Somewhere In America (SIA) Loyalty Program
Attn: Customer Care
1420 Broadway
Oakland CA 94612

9. GOVERNING LAW AND ARBITRATION. This Agreement shall be governed by and construed under the laws of California, without reference to conflict of law provisions. SIA and Member agree that any dispute, claim or controversy arising from or relating to this Agreement or Member's Membership shall be resolved by binding arbitration conducted in the Alameda County, State of California. SIA and Member acknowledge and agree that by accepting Member's Membership in the Program, each has chosen arbitration rather than litigation to resolve any such dispute, claim or controversy and each submit to the jurisdiction of the Alameda County, California for the resolution of all disputes, claims or controversies arising

under this Agreement. SIA and Member understand that a judgment on any arbitral award may be entered in any court having jurisdiction. No arbitration under this Agreement shall be consolidated with any other arbitration.

10. NO WARRANTY. SIA AND ITS AFFILIATE ENTITIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS MAKE NO WARRANTY, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PROGRAM OR ANY PRODUCTS OR SERVICES RELATED THERETO AND EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES.

11. RELEASE OF LIABILITY. MEMBER HEREBY RELEASES SIA AND ITS AFFILIATE ENTITIES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY ARISING FROM OR RELATING TO THE PROGRAM, MEMBER'S MEMBERSHIP IN THE PROGRAM OR THIS AGREEMENT.

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