

VIP Perk Rules and Frequently Asked Questions

FREQUENTLY ASKED QUESTIONS

Why do I need to give you certain information?

Your account identifies you from others through multiple required fields. For example, if you would like to receive a Perk for your birthday, then enter the month and day that you were born as an optional field. If your information changes, you can update your profile at the bottom of VIP Perk emails.

Can I earn VIP Perk Points on every purchase?

Yes, points are awarded on purchases of donated goods. However, points are not awarded on new good purchases or when you use a voucher, gift card or Goodwill Bucks or the value of the VIP Perk redeemed to pay for items. An unlimited number of points may be earned.

How and when can I redeem my VIP Perk Points?

Points can be redeemed on the purchase of donated goods after discounts are deducted and before taxes are added. Points may be redeemed for any purchase of donated goods. Points will not be awarded for items purchased with Points. Points may be redeemed during regular ongoing discount days, including Senior Day, Teacher/Student Day and Military Discount Day, as well as Color of the Week discounts and the \$1.49 Color Sunday and Monday.

Can I still redeem my Preferred Customer cards/receipts?

Yes, redeem the cards (with any number of stamps) through December 31, 2019. Cards cannot be redeemed and will have no value beginning January 1, 2020.

Partially-stamped cards will be accepted. Each stamp is worth \$1 off the purchase of donated goods.

TERMS AND CONDITIONS

Last Updated October 2019

Effective beginning October 2019, the loyalty program for Goodwill Industries of Southwest Florida, Inc. is VIP Perks (hereinafter, the "VIP Perks Program"). Prior to this, the VIP Perks Program operated as a program whereby members received Perks via their email (hereinafter,

the “Legacy Program”). The Legacy Program was operated by Goodwill Industries of Southwest Florida, Inc. (hereinafter, “Goodwill SWFL”).

The VIP Perks Program operates under the terms and conditions as set out below unless otherwise expressly stated (the “Program Rules”).

The Program Rules govern the Company’s relationship with members of the VIP Perks Program (collectively, “VIP Perks Program Members,” and individually, a “VIP Perks Program Member,” “Member,” or “you”), including how Members manage their accounts, earn and redeem VIP Perks Program Points (“Points”) with participating Retail & Donation Centers (each a “Participating Property”), as well as with third party programs which have a business relationship with the VIP Perks Program such as special events and partner programs (“Partner Programs”).

By opening a VIP Perk Program membership account (“Account”), you agree that:

- you have read and accept these Program Rules; and you have read and accept the [Website Terms of Use](#) which are incorporated by reference herein; and
- you consent to the collection, use, and disclosure of your personal data by the Company, the VIP Perks Program, Participating Properties and Partner Programs, and their authorized third-party agents and licensees in accordance with the [Company’s Privacy Statement](#).

All VIP Perks Program benefits, amenities, offers, awards and services are subject to availability and may be changed by the Company at any time without notice. The Company may terminate the VIP Perks Program, in whole or in part, with 90 days advance notice to active Members. At the Company’s sole discretion, the Company may choose to substitute a similar VIP Perks program for the Loyalty Program at any time immediately upon notice to active VIP Perks Members. If the Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Redemption Award claims or promotional Award claims will be honored after the conclusion of the notice period.

These Program Rules supersede all previous terms and conditions applicable to the Legacy Programs or Loyalty Program. Except as otherwise expressly prohibited or limited by applicable laws, Company may at any time amend, modify or supplement these Program Rules, the structure for earning awards (“**Awards**,” and individually, an “**Award**”) and Award levels at any time, with or without notice, even though such changes may affect the value of Points, or the ability to obtain certain Awards (collectively “**Program Rules Changes**”). VIP Perks Members are responsible for remaining knowledgeable of the Program Rules and any Program Rule Changes.

Your continued participation in the VIP Perks Program will constitute your acceptance of any such Program Rule Changes.

1. JOIN THE VIP PERKS PROGRAM

1.1 Eligibility.

Membership in the VIP Perks Program is free and available to any individual who: (a) possesses the legal authority to agree to the Program Rules; (b) resides in a jurisdiction which legally permits participation in the Program; (c) provides valid and accurate personal information when enrolling in the Program; (d) is not already a member of the Program; and (e) has not previously been terminated from the Program by the Company.

1.1.a. Members are responsible for reading and understanding the Program Rules and other communications from the Company about the Program in order to understand his/her rights, responsibilities, and status in the Program. If a Member has any questions about the Program or these Program Rules, the Member should contact [Member Support](#).

1.1.b. Members are responsible for reading the Company's [Privacy Statement](#) in order to understand how the Company collects, uses, and discloses a Member's data. If a Member has any questions about the Company's Privacy Statement or its collection, use, or disclosure of a Member's data, the Member should contact [Member Support](#).

1.2 Participating Properties

1.2.a. "**Participating Properties**" are Retail and Donation Centers and specialty stores operated under the brands below that are managed by Goodwill SWFL. Participating Properties include:

- A. Goodwill Retail & Donation Centers located in Lee, Collier, Charlotte, Hendry and Glades counties that are managed by Goodwill SWFL;
- B. The Goodwill Boutique on First located at 2401 First Street, Fort Myers;
- C. Other seasonal properties, referred to as "pop-up" stores.

1.2.b. "**Goodwill SWFL Website**" is a website operated by or on behalf of the Company and currently includes this websites: GoodwillSWFL.org.

1.3 Benefits of Membership

1.3.a. *Member Support*. Program Members will have access to Member service telephone numbers for customer service and award redemption information on the [Website](#), found by clicking on the Shop tab, then the VIP Perks drop-down tab.

1.3.b. *Member Rates.*

i. *Member Rates.* VIP Perks Program Members may receive exclusive, preferred rates ("**Member Rate**") when they shop at Participating Properties.

ii. The Member rate may be limited to one (1) per eligible Member per purchase, and the Member must be present and pay for the charges. Depending upon the perk, the Member rate may or may not be allowable for multiple purchases or store locations.

A. Properties and Brands that do not participate in the Program pursuant to Section 1.2 do not offer the Benefit for Members. The Goodwill Outlet located at 5100 Tice Street is not a Participating Property.

1.4 Conditions of Enrollment

1.4.a. *Completing the Enrollment Application.* An individual may enroll in the VIP Perks Program by fully and accurately [completing an application](#) on the Program website, or through another enrollment channel, such as text messaging. The Company may deny membership in the Program to any applicant in its sole discretion and without written notice.

1.4.b. *Individual Membership.* Only individuals are eligible for Program membership, and each individual may maintain no more than one Membership Account. All Member Accounts are individual Accounts and no joint Accounts are permitted. Program benefits are non-transferable unless expressly stated otherwise.

1.4.c. *Assignment of Membership Account and Membership Number.* After applying to the Program, a Membership Account will be opened and added to the Company's Point of Sale system. A member's phone number is his/her Membership Number. When applying, the same phone number may be used for multiple accounts, but each account must have unique names.

1.4.d. *Duplicate Accounts.* An individual may join the Program. However, a Member may not have one or more duplicate Accounts under the Program at any time. If duplicate accounts are discovered, the one with the least account activity will be deleted. Duplicate Membership Accounts may be cancelled.

i. A Member with individual Membership Accounts in the Program will not be able to link these Accounts, or transfer points across Accounts.

1.4.e. *Personal Profile.* Information provided by a Member will be maintained in a personal contact file with the Membership Account. All information provided by a Member in his/her personal profile must be valid and accurate and must be kept current.

- i. A Member may change his/her address by changing his/her information on the Update Profile page found at the bottom of each Program Perk email or contact [Member Support](#). In certain instances, address changes may require supporting legal documentation.
- ii. Name changes to a Membership Account must include supporting legal documentation, signature, date and Membership phone number.

1.4.f. *Use of Information Collected in Application.* The information a Member provides to the Company when completing the VIP Perk Program application and redeeming Points is processed in accordance with the Company's Privacy Statement. Communication of relevant information is important to administering the Program and providing each Member with the opportunity to maximize the benefits of Membership. The Program will only disclose Member information to: the Company, person(s) authorized by the Member; franchisees, email service providers and mail houses that process mail for such entities; Authorized Licensees (as defined in the Company's Privacy Statement); and marketing companies that provide services to the Company. Member information will, in each case, only be disclosed for one or more of the following purposes: 1) in order to better service the Membership Account and the Member's preferences by keeping the Member informed of Account status and activities through printed or electronic statements; 2) to assess a Member's entitlement to benefits; 3) to offer a Member additional products and services; 4) to send periodic satisfaction or market research surveys; and/or 5) to offer a Member products or services from select reputable companies with whom the Program has a strategic relationship because the Program believes their offerings will be of interest to the Member. In choosing to become a VIP Perks Program Member, the Member consents to receive all the types of information described above.

1.5 Membership Communications

1.5.a. New Members will receive Goodwill SWFL VIP Perks Program communications. Legacy Program Members who have not added a phone number to their Profile may no longer receive Program communications.

1.5.b. All VIP Perks Program communications will be sent to a Member's email address currently provided in the Member's Account. Communications delivered to the address on file will be deemed to have been received one (1) business day after sending it if delivered to the Member's email address. Members must keep their email address and permission for Company to send email current. Neither the Company nor the VIP Perks Program shall have any responsibility for misdirected or lost mail or any consequences thereof.

1.5.c. Point balances are available by request to a store cashier.

1.5.d. The Company may also send Members promotions, offers and other communications from time to time, which may include, without limitation, items from third parties. The items from third parties are based on the information provided to the Company by a Member and any additional data the Company may maintain. Members may change personal details and communications preferences at any time in the **Update Profile** on the VIP Perks Program emails or by contacting [Member Support](#); however, the Company may require a Member to send supporting documentation prior to allowing certain changes (e.g., legal name changes).

1.5.e. Any time a Member contacts [Member Support](#), the Company may ask the Member certain security questions to verify the Member's identity. Member Support may monitor or record telephone calls to improve quality of service.

1.5.f. A Member can review and update personal details and preferences in the **Update Profile** function on the VIP Perks Program emails.

1.6 Earning Points.

Members may earn Points (the currency of the VIP Perks Program) for eligible charges at a Participating Property in accordance with Section 2.

1.6.a. *Points Subject to Program Rules.* As set forth in Section 1.1.a., the accumulation of Points is subject to the Program Rules and Program terms and conditions. Each Program Member is responsible for reading the Program Rules and newsletters in order to understand his or her rights, responsibilities, and status in the Program, as well as the structure for earning Awards/Points.

1.6.b. *Taxes.* Points earned through participating in the Program may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Points is the sole responsibility of the Member.

1.6.c. *Conditions for Transferring Points.* Accrued Points do not constitute property of the Member. Points accrued by a Program Member are for the Member's benefit only and may not be transferred.

i. *Death.* In the event of a Member's death, the Company may, in its sole discretion, allow unredeemed Points from the deceased Member's Account to be transferred to a family member or a friend who is an active Member upon the Company's receipt and review of all requested documentation and communications.

ii. *Divorce.* In the event of a Member's adjudicated divorce settlement, the Company may, in its sole discretion, allow unredeemed Points to be transferred from one Member's Account to another Member's Account upon the Company's receipt and

review of all requested documentation and communications including, without limitation, legal documents directing such a transfer of Points.

iii. Members are prohibited from bartering or selling Points for cash or other consideration pursuant to Section 1.7.h.

iv. Any Point which the Program deems in its sole discretion to have been transferred in violation of the Program Terms and Conditions may be confiscated.

1.6.d. *Point Expiration Policy.* Earned Points must be used within one year. Members must remain active in the Program to retain Points they accumulate. If a Member Account is inactive for twelve (12) consecutive months, that Member Account will forfeit all accumulated Points. Members can remain active in the Program and retain accumulated Points by earning Points in the Program or redeeming Points in the Program at least once every twelve (12) months, subject to the exceptions described below. If a Member does not maintain an active status for five (5) consecutive years, the Member's Account may be deactivated. Once Points are forfeited, the Points cannot be reinstated, but a Member can earn new Points, unless that Member's Account has been deactivated.

i. Awards redeemed by a Member prior to Point forfeiture are still valid even though the Award may not yet have been fulfilled at the time of Point forfeiture.

1.7 Other Conditions of Enrollment

1.7.a. *Cancelling or Suspending Membership Accounts*

i. *Cancelling by Member.* A Member may cancel his/her membership in the VIP Perks Program at any time by sending email notice of cancellation to [Member Support](#). All unredeemed Points will be forfeited immediately and may not be reinstated or transferred.

ii. *Cancelling or Suspending by the Company.* The Company may cancel a Member's accumulated Points, suspend Program benefits, suspend Membership Status, at any time with immediate effect and without written notice, for any reason and in the Company's sole discretion including, without limitation, if the Company believes the Member has:

A. Acted in a manner inconsistent with applicable laws, regulations, ordinances;

B. Failed to pay bills when due to the Company or a Participating Property or failed to fulfill a Goodwill SWFL financial obligation;

- C. Acted in an inappropriate, fraudulent, abusive or hostile manner;
- D. Breached or violated any of these Program Rules or the [Website Terms of Use](#);
- E. Fraudulently claimed eligibility to earn benefits through Goodwill SWFL;
or
- F. Engaged in any misconduct or wrongdoing in connection with the Program including, without limitation, with respect to Points, Redemption Award usage, promotional Award usage, or any other Program Member benefits.

iii. *Bankruptcy.* Subject to applicable law, a Member's membership in the Loyalty Program will terminate automatically upon the Member filing for bankruptcy or otherwise being subject to a bankruptcy proceeding.

iv. *Legal Action.* Nothing contained in these Program Rules will limit the Company in the exercise of any legal or equitable rights or remedies.

1.7.b. *Effect of Membership Cancellation*

i. The VIP Perks Program, Points, Redemption Awards, promotional Awards and other related benefits and services are the sole property of the Company, and are not the property of Members. On cancellation of membership in the Program for any reason, all unredeemed Points, Redemption Awards and promotional Awards will be forfeited and a Member will no longer be able to participate in the Program. Points, Redemption Awards and promotional Awards have no cash value and the Company will not compensate or pay cash for any forfeited or unused Points.

ii. If the Company cancels a Member's Account for any reason, the Member may not reapply for membership in the Program and any Account opened in the Member's name and Points, Redemption Awards and promotional Awards earned in that Account will be forfeited upon discovery.

iii. If a Member cancels his/her Account, or if a Member Account becomes inactive as described in Section 1.6.d. the Member may reapply for membership in the Loyalty Program at a later date, but no Points, Redemption Awards and promotional Awards previously forfeited or expired will be reinstated to the Member Account .

1.7.c. *Modification of Program.* Except as otherwise expressly prohibited or limited by applicable laws, the Company has the right to change, limit, modify or cancel the Program Rules, Awards and Award levels at any time, with or without notice, even though such changes

may affect the value of Points, or the ability to obtain certain Awards. Partner Programs similarly reserve the right to modify their own programs, which may impact your rights and expected benefits under the Program. The Company and Partner Programs may, among other things: (i) increase or decrease the number of Points received for a purchase or required for an Award; (ii) withdraw, limit, modify or cancel any Award; (iii) add blackout dates, limit goods available for any Award at any Participating Property or otherwise restrict the continued availability of Awards; (iv) change program benefits, partners, locations served by the Company or its partners, conditions of participation, rules for earning, redeeming, retaining or forfeiting Points, or rules governing the use of Awards; (v) change or cancel its partner awards. In accumulating Points, Members may not rely upon the continued availability of any Award or Award level and category.

1.7.d. Termination of Program. The Company may terminate the Program with 90 days advance notice to all active VIP Perks Members. At the Company's sole discretion, the Company may choose to substitute a similar program for the VIP Perks Program at any time immediately upon notice to active Program Members. A Member may not accumulate Points or claim Redemption Awards, promotional Awards or Program benefits or amenities after the termination of the Program. If the Program is terminated, all unredeemed Points will be forfeited without any obligation or liability, and no Redemption Award claims or promotional Award claims will be honored after the conclusion of the notice period. The Company may terminate any of the Program in whole or in part, in any jurisdiction on less than six months' notice if required to do so by applicable law.

1.7.e. Benefits Subject to Availability and Modification. All VIP Perks Program benefits, amenities, offers, awards and services are subject to availability and may be changed at any time without notice.

1.7.f. Eligibility to Receive Benefits. By accepting any Loyalty Program benefits, amenities, offers, awards or services, including, without limitation, any Points, Redemption Awards and promotional Awards, a Member acknowledges that he/she is responsible for determining whether he/she is eligible to receive, and that he/she is eligible to receive, such Program benefits, amenities, offers, awards or services (including, without limitation, Points, Redemption Awards and promotional Awards) under applicable laws, gift policies and incentive policies. Each Member must immediately notify the Company if he/she is not eligible to receive any Program benefits, amenities, offers, awards or services at any time.

1.7.g. Eligibility Notification. A Member must promptly notify the Company in the event that

i. he/she is not eligible for any reason, including, without limitation, pursuant to any applicable laws, gift policies or incentive policies, to earn Points, or any other benefits that a Member may earn under the Program, or

ii. his/her Member Account has been credited with any Points, or any other benefit that a Member may earn under the Program that he/she has not earned or is not eligible to earn.

1.7.h. *No Sale or Transfer.* Points, Redemption Awards, promotional Awards and other Member benefits may not be sold, bartered or transferred (other than by the Company or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. The Company and its partners may refuse to honor or recognize any Points, Redemption Awards, promotional Awards or Member benefits which the Company believes may have been transferred, sold or bartered.

2. EARN POINTS

2.1 Earning Opportunities at Participating Properties

2.1.a. Point is earned at a rate of 1/20th of the minimum of the following:

Total discounted pre-tax price of donated goods purchased; or

Total of payments made via either cash or credit card. Offline tender is included in this amount.

Vouchers, Goodwill Bucks and other non-cash or non-credit tender are not valid for Point earnings.

2.1.b. *Non-Qualifying Charges.* Charges which do not qualify for Points include any complimentary services, Point Redemption Awards, promotional Awards or any other fees or charges including, without limitation: (A) charges for functions such as Goodwill Guru Bootcamp fees or donations, Goodwill hosted Chamber events (B) taxes, service charges, gratuities, and other applicable charges.

i. The acquired merchandise was complimentary; or

ii. A voucher or third-party award was redeemed for the acquired merchandise.

2.1.g. Points will not be given, or Awards honored, at any subsidiary or affiliate of the Company other than at Participating Properties, unless otherwise advertised. If a property ceases to be a Participating Property, all purchases subsequent to such date will not be eligible to earn Points.

2.2 Earn One Currency.

A Member may earn only one currency – Points. Points are calculated in USD (U.S. Dollar).

2.3 Individual Earning for Qualifying Charges

2.3.a. Points earned from shared purchases by two Program Members will only be awarded to one Program Member.

2.3.b. Point accrual is limited to individuals and the merchandise must be paid for individually by the Member's personal finances and not a business or commercial account.

2.3.c. Contract purchases, bulk purchases by corporations on an ongoing basis, and master-billed purchases are not eligible to earn Points.

2.4 Earning through Partners.

Points earned in connection with the partner are subject to these Loyalty Program Rules along with any applicable terms and conditions of the partner.

3. REDEEM POINTS

3.1 Redeeming Points for Awards.

A Member may redeem Points to obtain certain awards and benefits (each an “**Award**” or “**Award Redemption**”) including, without limitation, donated goods at Participating Properties.

3.1.a. Points and Awards may not be exchanged or redeemed by a Member for cash or prizes.

3.1.b. Awards are valid only for use by the individual designated on the Award and are not transferable.

3.1.c. Awards believed to have been bartered, sold, exchanged, or issued fraudulently, or issued to someone other than the eligible Member, will be void and will not be honored.

ii. A paper copy of a Redemption Award will be issued only upon request and may be obtained by contacting [Member Support](#) for a charge of U.S. \$5 per paper Redemption Award. Paper Redemption Awards cannot be reissued if lost, stolen or otherwise destroyed.

iii. A Point refund may be issued. Also, if merchandise is returned, any earned points will be deducted from the account.

3.1.d. Members will not receive Points for the Award Redemption portion of their purchases.

3.2 Point Awards.

Members can redeem their Points at Participating Properties when available. Participation in and availability of Point Awards are at the discretion of the Participating Property or Company.

3.3 Gift Cards and Merchandise Vouchers

3.3.a. *Goodwill SWFL Gift Cards.* A Member may redeem his/her Points for Goodwill SWFL Gift Cards ("**Gift Cards**") at Participating Properties. The member who purchases a gift card will receive Point relative to the cash value paid for the card. The person redeeming the gift card does not qualify for Points on that portion redeemed with a gift card.

Gift cards may be issued by the Company. Acceptance of the Gift Cards is the sole responsibility of participating properties. No photocopies of Gift Cards will be honored. Gift Cards have no cash value and may not be redeemed for cash or its equivalent. Any unused portion will not be returned as cash unless a Gift Card states otherwise, or is required by law. Gift Cards are transferable unless otherwise noted on the Gift Cards. Gift Cards are void where prohibited by law. Unless otherwise stated on the Gift Card, Gift Cards purchased with Points do not include any federal, state or local taxes, which are the Member's sole responsibility at time of redemption. The Loyalty Program, the Company, and any other participating merchants are not responsible for replacing lost, stolen or mutilated Gift Cards. Some Gift Cards require an additional charge for shipping and handling.

3.3.b. *Merchandise and Retailer Gift Cards.* A Member may redeem his/her Points for merchandise or retailer gift cards from partners that are affiliated with the Loyalty Program including, without limitation, the companies listed on the Loyalty Program Website under [Use Points](#). Points redeemed in connection with these partners are subject to the Loyalty Program Rules along with any applicable terms and conditions of the partner.

4. ELITE MEMBERSHIP

4.1 Elite Membership General

4.1.a. Elite membership is an exclusive privilege of Goodwill SWFL VIP Perks Program Membership. All Program Rules apply to Elite membership. The Loyalty Program has the right to terminate the Elite recognition program (the "**Elite Program**" or the "**Elite Membership Program**") at any time by providing advance notice to Members in accordance with section 1.7.d. The Loyalty Program has the right to change, limit, modify or cancel the Program Rules for the Elite Program at any time, with or without notice, pursuant to section 1.7.c.

4.1.b. Pursuant to section 1.7.a., the Company reserves the right to revoke, cancel or suspend a Member's Elite membership status, any Loyalty Program Membership, Award, and/or any and all unredeemed Points, or take other action at its discretion, at any time with immediate effect

and without written notice if the Company believes the Member has (a) violated any of the Program Rules, (b) failed to pay any bills or accounts due to the Company or a Participating Property or any ownership related fees owed to Goodwill SWFL properties, (c) acted in a manner inconsistent with applicable law, regulations or ordinances, (d) engaged in any misconduct or wrongdoing in connection with the Goodwill SWFL Loyalty Program, including without limitation, involving Point, Award use, or Member benefits, or (e) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Goodwill SWFL Loyalty Program, the Participating Properties or their guests or employees, or the Company or its employees. Nothing in these Program Rules will limit Company from exercising any legal rights or remedies that it may have.

- i. The awarding of VIP Perks Program Elite membership benefits is void where prohibited by law.