



Terms of Service

By accessing this website or by purchasing goods or services by means of this website, you agree to be bound by the terms and conditions that follow. THESE TERMS AND CONDITIONS CONTAIN WARRANTY DISCLAIMERS AND OTHER PROVISIONS THAT LIMIT OUR LIABILITY TO YOU, THE PURCHASER. PLEASE READ THESE TERMS AND CONDITIONS IN THEIR ENTIRETY.

Prepayment

Prepayment is required on all orders. Methods of payment are:

- ACH/Direct Deposit: We can receive your funds via electronic transfer, such as ACH or a wire transfer
- Credit Card: We accept MasterCard®, Visa®, American Express®, Diners Club®, and Discover®
- Company Check: Company checks are accepted for any order size

Price and Tax

All federal, state, and local taxes and fees, if any, are payable by you, the Purchaser. Orders which are not shipped within 90 days of the date of your Order because of Purchaser's instructions shall be subject to price increase without notice to Purchaser.

Shipping/Delivery Terms

Orders are processed and shipped the same day if the order and payment are received by 12 p.m. Central Time, Monday through Friday. Orders received after 12 pm, will be shipped the next business day. Orders of 1,000 pieces or more will require additional processing time. Standard shipping is handled via Postal Service First Class mail. Priority shipping is available via express carrier or Two-Day for a nominal fee. Freight terms are FOB SHIPPING POINT, Minneapolis, MN 55402. Risk of loss shall pass to the Purchaser upon deposit in the U.S. Mail or deposit with an express carrier or courier service. Unless otherwise instructed, selection of the carrier and routing of all shipments shall be at InComm InCentives' discretion.

Product Return/Replacement/Exchange Policies

Reward Choice® Certificate, Premiere Choice® Award, and ChoiceAward® can be replaced prior to redemption if misplaced or stolen. Please call 1-800-765-4438 for assistance.

Retailer Terms

Gift certificates feature specific retailer terms and conditions. Each retailer establishes its own policies, including expiration date and any cash back policies that may apply. Retailer Gift Certificates:

- Cannot be returned or exchanged.
- Expired, lost or stolen gift certificates cannot be replaced or reissued.
- Are fulfilled to the address supplied on the award redemption form. InComm InCentives will not be responsible for lost certificates as a result of non-delivery due to incorrect or illegible address or other occurrences outside of InComm InCentives' control. Title and risk of loss shall pass to Purchaser upon deposit in the U.S. Mail or deposit with an express carrier or courier service.
- Gift certificates are valid only in the United States, Puerto Rico or Canada as allowed by the merchant. Gift certificates are not valid in any other United States Territory or international location.

Retailer Disclaimers

The participating retailer listings are subject to change without notice. InComm InCentives is not affiliated with any participating retailers. All registered trademarks of participating retailers are the property of their respective owners.

- Amazon.com Gift Cards ("GCs") sold by InComm InCentives, an authorized and independent reseller of Amazon.com Gift Cards. Except as required by law, GCs cannot be transferred for value or redeemed for cash. GCs may be used only for purchases of eligible goods at Amazon.com or certain of its affiliated websites. For complete terms and conditions, see www.amazon.com/gc-legal. GCs are issued by ACI Gift Cards, Inc., a Washington corporation. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates. No expiration date or service fees.
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Force Majeure

InComm InCentives shall not be liable for any delays in the delivery of orders due in whole or in part, directly or indirectly, to fire, acts of God, strike, shortage of raw materials, supplies or components, retooling, upgrading of technology, delays of carriers, embargo, government order or directive, or any other circumstance beyond InComm InCentives' reasonable control. Purchaser agrees that InComm InCentives shall not be liable for any direct, indirect, consequential or special damages which may result from any such delays.

Limitation of Liability

IN NO EVENT SHALL INCOMM INCENTIVES BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL OR SPECIAL DAMAGES AND IN ALL CASES INCOMM INCENTIVES' LIABILITY SHALL NOT EXCEED THE PURCHASE PRICE OF THE PRODUCT.

Applicable Law

The foregoing Terms of Service shall be governed by and construed in accordance with the internal laws (and not the laws of conflicts) of the state of Georgia.

Inspection and Acceptance

Purchaser must inspect delivered Awards and/or Certificates and report any claim for damages or shortages in writing with ten (10) days of delivery or the Awards and/or Certificates shall be deemed irrevocably accepted and such claims shall be deemed waived.

Miscellaneous

If any of the foregoing Terms and Conditions are found to be invalid or unenforceable in any respect, the validity and enforceability of the remaining provisions shall not be affected. All clerical errors are subject to correction. The failure of InComm InCentives to enforce at any time any of the Terms and Conditions shall not be construed to be a waiver of such provisions nor the right of InComm InCentives to enforce such provisions in the future. Purchaser may not assign any rights under these Terms and Conditions without the written consent of InComm InCentives. Purchaser shall have no right to set off amounts due with respect to one transaction for claims under any other transaction with InComm InCentives. Any dispute relating in any way to your visit to engage.incomm incentives.com or to products or services you purchase through engage.incomm incentives.com shall be submitted to confidential arbitration in Atlanta, Georgia, except that, to the extent you have in any manner violated or threatened to violate the intellectual property rights of engage.incomm incentives.com, InComm InCentives may seek injunctive or other appropriate relief in any state or federal court in the state of Georgia, and Purchaser consents to exclusive jurisdiction and venue in such courts. Arbitration hereunder shall be conducted under the rules then prevailing of the American Arbitration Association. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted under applicable law, no arbitration hereunder shall be joined to an arbitration involving any other party subject hereto, whether through class arbitration proceedings or otherwise, and Purchaser agrees that it will not participate as a class member or class representative in any action against InComm InCentives.