



## **BEadREWARDED™ Terms & Conditions**

The Har-Man Importing BEadREWARDED™ Rewards Membership Program was launched on Feb 6, 2013.

### **Eligibility**

- Membership is free.
- Customers must have a Har-Man Importing Account in good standing.
- This is an opt-in program. All accounts must choose to opt in.
  - o You are not automatically enrolled when you create an account or as a current customer.
  - o You can opt in by speaking to one of our sales associates, checking the box to enroll when creating a new online account on our website, or by sending an email to: [rewards@harmanbeads.com](mailto:rewards@harmanbeads.com) with your company name and email address and letting us know you would like to enroll or [submit an enrollment form on-line](#). (*must have an active account*)
  - o You can opt in at any time during the calendar year (Jan-Dec) to receive rewards for that year and begin at the rewards level based on your YTD purchases.
- Membership is void where prohibited by law.

### **Membership Information**

- All accounts enrolling during the year will only gain rewards for the calendar year (Jan – Dec) of their enrollment (e.g. If an account enrolls in April of 2016, they will get their rewards and benefits based on their 2016 purchases thus far).
- All adjustments to membership levels are done on a monthly basis (e.g. If On August 1<sup>st</sup> an account is an “Aurora” member, but on August 12<sup>th</sup>, they reach \$250K in purchases to become a “Copper” member, they will not become a “Copper” member until September 1<sup>st</sup>). All rewards and benefits for a membership moving to the next level will begin on the first day of the next month. No benefits or rewards will be retroactive.
  - o The only exception to the above is for “Copper” and “Aurum” members. As long as they reach their required annual purchases by December 31<sup>st</sup>, they will receive their rebate credit for the year based on their new membership level.
- We reserve the right to deduct from an account’s YTD purchase totals if any amounts are credited in error and if any credit or refund is given to a purchase which is returned or cancelled.
- Neither Tier status nor YTD Purchases are transferrable.
- If a new corporation or business is created by Principals of a current account, they are not eligible to combine YTD purchases.

### **Membership Benefits and Rewards**

- All the benefits and rewards are listed on our website: [www.harmanbeads.com](http://www.harmanbeads.com). Certain level benefits have restrictions as noted with a “+”. Detailed information on level benefits and any related restrictions are found here: [Benefits and Rewards](#).
- The rewards of a BEadREWARDED™ level accrued from one year are carried over throughout the next year. YTD purchases for the next year however, start from \$0. (e.g. If YTD purchases from 2015 equal \$25,000.00 the account is at a “Sapphire” level. Throughout 2016, they will receive all the benefits of a “Sapphire” level, but they will have to have to accrue at least \$20,000.00 YTD purchases in 2016 to maintain a “Sapphire” level in 2017.)
  - o This applies to all levels with the exception of “Copper” and “Aurum” levels where the “Annual Rebate Credit” is excluded from a year carry over. A Rebate Credit is only issued for the actual year YTD purchases are accrued.
- If a customer moves to a higher rewards level, rewards that are eligible while in one level cannot be combined with rewards that are eligible in the next level up. (e.g. If eligible for \$100 in free samples while a Sapphire member and then move to Aurora where they would be eligible for \$250 in free samples, the customer would be allowed the difference of \$150 in free samples while at the Aurora level.)
- We may disallow the reward of an “Annual Rebate Credit” for any account, and for any reason.
- Any additional discount on Special Promotions is not applicable on “Sales/Promotions for BEadREWARDED™ members only”.

### **Communication**

- Promotions and information regarding the BEadREWARDED™ program are all sent out exclusively via email. The email used when your account was set up is the email we will use, unless otherwise advised in writing by a Principal of the company. Participating in this program gives you access to prior sales and notification as well as other benefits that non-member wholesale accounts do not receive. Therefore you will likely be receiving emails on a more frequent basis.
- All correspondence regarding the program is done exclusively via email.
- If you do not have an email account, you are still eligible to receive the rewards, but you will not have access to any communications sent via email to other members.
- Account information from the BEadREWARDED™ database will also be made available to and used by Har-Man Importing a for marketing (direct and all other kinds), planning, product development, research and other commercial purposes.
- Unfortunately, accounts are unable to check their YTD purchases online. We will periodically send out email notifications advising customers if they are close to moving levels. Additionally, accounts may call or send in a written request via email to [rewards@harmanbeads.com](mailto:rewards@harmanbeads.com) for YTD purchases at any time. All customer identities will be verified prior to disclosing any account information.

### **Account Termination**

- Accounts will remain active until a customer opts out. (Except when we may suspend an account. Please see below.)
- You can terminate your membership at any time in the BEadREWARDED™ program by sending an email to: [rewards@harmanbeads.com](mailto:rewards@harmanbeads.com) with the words: TERMINATE in the subject line. If you are not emailing from the e-mail account linked to your BEadREWARDED™ account, please be sure to include it in the email.
- All termination requests must be in writing.
- Upon a customer's termination of the program, they automatically forfeit any rights to rewards upon cancellation.
- We reserve the right to terminate any account enrolled in the BEadREWARDED™ program that has not had any purchases in the past 12 months without notification. You may opt back into the program at any time.

### **Reward Suspension & Program Termination**

- We reserve the right to suspend rewards to any accounts that are significantly past due from date of invoice (60 days or more). Once an account is up to date, rewards and benefits can commence, but rewards or benefits not received lost during that time of the account was past due cannot be recouped.
- We reserve the right to change the rules, processes, regulations and reward benefits and purchase value associated with each tier at any time.
- We reserve the right to disqualify any individual or company from participating in the program for any reason. At time of disqualification, any YTD purchases accrued and forfeited towards use in the program.
- We reserve the right to terminate the BEadREWARDED™ Program at any time. Any loyalty benefits accrued will cease to be available on and from that particular date forward. We are not liable to inform BEadREWARDED™ Members of dissolution or closing of the program.

### **Rights and Definitions**

- We reserve the right to change, amend or vary these "Terms and Conditions" at any time and without notice. An account's continued participation in the Program constitutes their acceptance of any changes to these Terms and Conditions.
- Year To Date (YTD) purchases are:
  - o Based on the figures in the internal Har-Man System
    - Sales figures from [www.harmanbeads.com](http://www.harmanbeads.com) do not reflect actual YTD purchases and are not used in determining program level eligibility.
  - o In US Dollars.
  - o Based on INVOICED purchases only and does not include prepayments or freight charges.
  - o One year is considered to be one calendar year (January – December)
- We make no warranties or representations, either expressed or implied, and expressly disclaim any and all liability (including consequential damages) with respect to type, quality or fitness of goods or services provided through Har-Man Importing.
- We are not responsible for requests or correspondence lost or delayed in the mail or via electronic mail. We are also not responsible for, and reserve the right to correct, any pricing or typographical errors, errors of description, or errors regarding participating properties and partners.
- All interpretations of these Membership Rules, terms and conditions shall be at the sole discretion of Har-Man Importing.

Participation in the BEadREWARDED™ Program constitutes each Participant's full and unconditional agreement to these Terms and Conditions, and representation that Participant meets the eligibility requirements set out in these Terms and Conditions. Those who do not comply with these Terms and Conditions may be prohibited from participating in the Program.

*(Last Updated 4/4/2016)*