

Genuine Xerox Rewards Program

Terms and Conditions



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Document Version: 1.0 (June 2017).

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Genuine Xerox Rewards Program

Please read carefully. This is a legally binding agreement.

These terms and conditions form the agreement (the “Agreement”) between you (“Participant”) and Xerox Corporation and its affiliates and subsidiaries (collectively “Xerox”) with respect to Participant’s registration, use, and access to the Genuine Xerox Rewards Program (“Program”). Please read this Agreement carefully before registering, accessing, or using the Program or the Program’s Website, www.xerox.com/rewards (the “Website”). By joining the Program, Participant agrees to abide by this Agreement, as may be updated from time to time. This Agreement governs Participant’s rights and responsibilities in connection with the Program, Website, its content, or goods and services offered, made available, or provided on or through the Program or Website.

The Program is a rewards program offered by Xerox by which Participant may accrue points by entering codes (“Codes”) on eligible supplies packaging, or through other methods as may be offered by Xerox from time to time. Participant visits the Website to enroll in the Program, enter Codes, and have their Program accounts credited with the points associated with the Codes (“Point(s)"). Accumulated Points may be redeemed for merchandise or services available in the Rewards catalog accessed at the Website or at the website of Program of Rewards administrators (“Administrator”).

The Program is offered entirely at the discretion of Xerox. Xerox may, at its sole discretion, cancel, alter, limit, or modify Program rules, regulations, Points structure, Rewards, Reward levels, or any other feature of the Program or this Agreement at any time, without notice. Participant agrees to review the Agreement periodically to become aware of any changes.

In accumulating Points, Participant may not rely on the continued availability of any Reward or Reward level and Participant has no vested right with respect to Points, Rewards, or Program benefits.

As used herein, “day” means one (1) calendar day.

Privacy

1. By participating in the Program, you will be asked to provide your name, email, address, and other information as part of the registration process (“User Information”). By participating in the Program, Participant consents to receive electronic communications regarding the Program and otherwise consents to the collection, use, and disclosure of their User Information as reasonably required for administering the Program.
2. Participant acknowledges and agrees that Xerox may use and disclose User Information: (i) to affiliates and agents in the course of developing, providing, managing, administering, and improving Xerox’s products and services; (ii) when Xerox believes, in good faith, that disclosure is necessary to protect Xerox’s rights, protect Participant’s safety or the safety of others, investigate fraud, or respond to a government request; as required by law; and/or (iii) in the event of a merger, acquisition, or reorganization of Xerox or a relevant portion of its assets, to the acquiring or surviving entity.
3. Information collected from Participant may be shared with Administrator. By linking to the Administrator’s website, Participant’s enrollment profile information may be shared with that Administrator and use of personal information will be governed by that website’s privacy policy. Whenever Xerox transfers personally identifiable information to its Administrators, agents, and partners, it is with the understanding that the information should be used for the sole purpose of fulfilling the Participant’s request.
4. Participant’s User Information may be transmitted, stored, and processed in the United States or any other country in which Xerox or its affiliates maintain facilities.
5. Participant also acknowledges and agrees that Xerox may collect and/or store information related to Participant’s printing products and services. This information includes: (i) the types and locations of any printing devices, solutions, and services (including information such as device type and model and the operating system and application software used); (ii) information about the volume and frequency of use of the printing products and services; and (iii) information about the number of end users accessing or using printing products and services and how the end users access Participant’s printing products and services. Xerox may use this information and statistical data, trends, and usage information derived from this information and Participant’s use of the services for the purpose of developing, providing, operating, maintaining, and/or improving Xerox’s products and services.
6. To learn more about how Xerox may use personal information collected with the Program, read the Xerox Privacy Policy at www.xerox.com/about-xerox/privacy-policy/enus.html. In the event of any discrepancy between the Xerox Privacy Policy and this Agreement, this Agreement shall control and govern.

Legal

1. The use of the Program and Website is subject to the xerox.com legal terms and conditions found here: www.xerox.com/about-xerox/website-terms-of-use/enus.html. In the event of any discrepancy between the Xerox Website legal terms and conditions and this Agreement, this Agreement shall control and govern.

Program Term

1. The Program will start at 12:00 a.m. Pacific Time on January 2, 2013, and will continue until such time as Xerox, at its sole discretion, elects to terminate the Program (the "Term").

Modifications to Program Rules

1. Xerox may, at its sole discretion, cancel, alter, limit, or modify Program rules, regulations, Points structure, Rewards, Reward levels, or any other feature of the Program or this Agreement at any time, without notice. Such changes may result in a loss of eligibility or impact a Participant's ability to redeem or receive Points. Any change in the Program will apply to unredeemed Points as well as Points that Participant may earn in the future.
2. Enrollment or participation in the Program constitutes Participant's full and unconditional agreement to this Agreement. Participant's continued participation in the Program constitutes Participant's acceptance of any changes to this Agreement. Participant is responsible for remaining knowledgeable as to any changes that Xerox may make to this Agreement. The most current version of this Agreement will be available at xerox.com/rewards and will supersede all previous versions of this Agreement.

Eligibility

1. The Program is void where prohibited by law.
2. The Program is open to legal residents of the fifty (50) United States (and the District of Columbia), Puerto Rico, and Canada who are at least eighteen (18) years of age or older. The following individuals are not eligible to participate in the Program: (i) Employees, directors, and officers of Xerox and its respective affiliates and subsidiary companies, as well as their immediate families (parents, siblings, children, and spouse) and persons living in the same household (whether related or not); (ii) Employees, contractors, agents, directors, and officers of any third-party entities involved in the development or execution of the Program (including the Administrator) or production or distribution of Program materials, as well as their immediate families (parents, siblings, children, and spouse) and persons living in the same household (whether related or not); (iii) Xerox dealers, agents, distributors, resellers, and their employees.
3. Federal, state, and local governmental customers are not eligible to participate in the Program.
4. Xerox supplies obtained through Metered or Managed Print Contracts are not Program eligible. Maintenance kits, fusers, rollers, transfer belts, and other long-life supplies do not participate in the Program.

5. Participant must register, at a minimum, one (1) Program-eligible equipment/device in order to qualify for and enroll in the Program. Only one (1) Participant may register a given eligible piece of equipment, device, or supply item.
6. Participant is responsible for ensuring that Participant does not violate any laws or regulations by participating in this Program. Please obtain all necessary approvals from your organization before applying for the Program.
7. All questions or disputes regarding eligibility for the Program will be resolved by Xerox at its sole discretion.

Registration

1. In order to participate in the Program, individuals must sign up at www.xerox.com/rewards to create an account. Individuals may also elect to sign up for the Program during eligible equipment registration.
2. Participant must have and maintain a unique, valid email address to create an account. Limit one (1) account per person.
3. Participants registering three (3) or more Xerox Equipment must register as a Business Account and include the name of the business during the enrollment process.
4. Business Participants: Business entities may have multiple accounts provided that each account has a unique account administrator. An account administrator can only have one (1) account. Each business account is a unique Participant, and accounts cannot be combined or merged, unless approved by Xerox. Only the account administrator is permitted to make changes to a given account. All Program communication will be directed to the account administrator, and Xerox is entitled to assume that each account administrator has the authority to act for the business entity.
5. Participant is responsible for ensuring their account information is, at all times, accurate and up to date, including but not limited to, any change of e-mail or physical address. Xerox is not responsible for any incorrect or inaccurate information supplied by Participant while participating in the Program. Changes to account information may only be made by the Participant or Participant's account administrator to whom the account belongs. Each Participant is encouraged to check his/her account regularly.
6. Memberships and Points are nontransferable and may not be assigned.

Accruing Points

1. Participants will get 500 Bonus Points each for the first three (3) eligible Xerox machines registered with the program. Thereafter, each subsequent, eligible Xerox machine registered will earn 100 Bonus Points.
2. How to accrue Points: After registering/signing in, locate the Authentication Code on eligible supplies packaging, promotional item, or as otherwise instructed. Then, go to the Website and follow the links and instructions to enter the Code where indicated. Promotion Codes may also be obtained by other methods as offered from time to time, including but not limited to, answering surveys, qualifying for Bonus Points offers, Participant communications, and/or other methods specified by Xerox. The specific activities and offers and the number of Points awarded per activity or offer are outlined in the FAQ section of the Website or in the applicable offer materials.
3. Supplies Authentication Codes may be used only one (1) time.
4. For eligible supplies, Participant will earn 1 Point for every currency unit spent (US\$1 = 1 Point, Can\$1 = 1 point) based on the then-current Xerox Estimated Retail Price for the supply item. For example, if the Estimated Retail Price for an eligible supply item is \$99.00, Participant would receive 99 Points. Points may be available by other methods as determined by Xerox at Xerox's sole discretion.
5. Participant must retain proof of purchase materials or original receipts for eligible supplies for at least one (1) year after submission of the Codes from the supplies packaging. Supplies that are not purchased directly from Xerox or from a Xerox Reseller are not Point eligible. Xerox supplies obtained through Metered or Managed Print Contracts are not Program eligible. Maintenance kits, fusers, rollers, transfer belts, and other long-life supplies currently do not participate in the Program. Participant may only receive Points for supplies purchased and used for Participant's own business or personal use. Participant may not receive Points on supplies that are resold or returned by Participant. Xerox has the right to audit Participant's proof of purchase materials or original receipts to ensure compliance with this Agreement and Participant hereby agrees to make available to Xerox all records reasonably necessary to permit such an audit within ten (10) days of an audit request. If Participant fails to comply with this paragraph, Xerox may immediately terminate Participant's participation in the Program without compensation.
6. Xerox may change, add, or remove Program benefits, Point values, and Point collection methods at any time at its sole and absolute discretion. These changes could affect the value of the Points already accumulated.
7. Participant is responsible for the payment of taxes on gain, if any, which may result from the earning of Points or receipt of Reward(s).
8. Points have no cash value and are only redeemable for Rewards offered via the Program and in accordance with this Agreement.
9. Any claim for Points not credited accurately must be received by Xerox within twenty (20) days of the date of the claimed accrual of the Points.
10. Xerox may change, add, or remove equipment, devices, or supplies that are subject to the Program and/or eligible for Point accrual.
11. Xerox's decisions regarding the awarding of Points are final and binding.

12. Participant may not purchase or otherwise acquire Supplies Authentication Codes from third parties or other Participants. Participant may not combine Points with or transfer Points to other accounts. Points may not be exchanged, refunded, or reproduced. In no event will a Participant receive change or cash back for partially redeemed Rewards certificates. If, at their sole discretion, Xerox or its partners or Administrators suspect fraud, misrepresentation, abuse, or breach of this Agreement, Xerox or its partners or Administrators have the right to cancel accumulated Points, terminate Program participation, and/or take appropriate administrative and/or legal action.
13. Accrued Points do not constitute property of the Participant. Points are not transferable in the event of Participant death or divorce. Once Points have expired in accordance with the Program rules, they will not be reinstated.
14. Participant may not accrue more than one hundred thousand (100,000) Points in a rolling twelve (12) month period.

Point Redemption

1. Points are only available for redemption after Participant has registered at least one (1) eligible machine and has purchased, at a minimum, one (1) Program-eligible supply item and has entered the Authentication Code(s).
2. Points will not be immediately available for redemption. There is at least a two day waiting period before points can be redeemed after program enrollment.
3. The Website Rewards Catalog will list merchandise and other items available for redemption ("Rewards") and the corresponding Point value required to redeem each Reward. Xerox or Administrator reserves the right to modify the list of Rewards available for redemption, as well as their corresponding Point values, at any time and for any reason at Xerox's sole and absolute discretion. The number of Points required to redeem any Reward may be increased or decreased, any Reward may be withdrawn, and restrictions on any Reward or its redemption may be imposed at any time.
4. Points may never be redeemed for cash.
5. Reward merchants are solely responsible for the quality and performance of the Reward goods or services supplied. Use of the Program does not, in any way, indicate that Xerox recommends or endorses any Program merchant or product. The merchant's warranty, if any, applies to all Reward items offered. Neither Xerox nor the Administrator is responsible for any loss, damage, or injury arising from the use of a Reward item.
6. Participant may redeem points for certain charitable donations. All donations will be made to the charity approximately six (6) weeks following the date of the redemption. Redemptions of points for the purpose of effecting a donation to a charity are generally not tax deductible. All donations will be used by the applicable charity in accordance with its internal policies and procedures. For more information on the utilization of donations, contact the charity directly.

Inactive Account

1. Participant's account will go inactive if, after eighteen (18) consecutive months, Participant has not generated or redeemed any Points. Logging into an account does not constitute account activity. Any Points that, on a rolling calendar basis, are over two (2) years of age in a Participant's inactive account will immediately expire without compensation. Participant may reactivate an inactive account by performing a Point-generating activity or by redeeming Points, but expired Points will not be returned or credited.

Returns

1. In some situations, Participant may return a Reward product redeemed using Points at Participant's sole cost and expense if such return is within thirty (30) days of the date of shipment from Catalog Administrator and in accordance with this Agreement. Xerox and Catalog Administrator will not accept returns sent back later than thirty (30) days from the date of shipment from Catalog Administrator. Prior to returning an item, Participant must contact the Catalog Administrator and request return authorization. Participant shall arrange for and pay any and all shipping costs for the products returned to Catalog Administrator. Xerox and Administrator reserve the right to refuse to accept the returned product or to restore Points if a product is returned without adherence to this Agreement. After a return has been made and approved by Xerox and Catalog Administrator, the Points used for the redemption will be credited to Participant's Program account. Points that are added back to a Participant's Program account will not be available for use until they are reposted to Participant's Program account. Unless damaged during shipment, books, videogames, and DVDs may not be canceled, returned, exchanged, or replaced. Gift cards, charitable contributions, downloadable products, and movie tickets may not be cancelled, returned, exchanged, or replaced.
2. If you have a question about a return, please contact 1-888-339-3040.

Termination of the Program

1. In the event of Program termination, Participant must use any accumulated Points within ninety (90) days from the Program termination date. Participant will not be able to collect additional Points during this ninety (90) day period and any Points remaining in a Participant's account at the end of the ninety (90) day period will be forfeited without compensation.

General

1. Xerox may terminate a Participant's access to the Program or suspend a Participant's eligibility for Rewards without notice for any conduct that Xerox, at its sole discretion, deems fraudulent or inconsistent with this Agreement, offensive to Xerox employees, customers, or partners, or in violation of any federal, state, provincial, municipal, territorial, or local laws, statutes, or ordinances.
2. All interpretations of the Agreement shall be at the sole discretion of Xerox. All questions or disputes regarding the Program or this Agreement will be resolved by Xerox at its sole discretion.
3. Participant agrees to indemnify, defend, and hold Xerox and Catalog Administrator, and their respective officers, directors, employees, affiliates, agents, suppliers, and representatives (collectively referred to as "Releasees") harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees and court costs), or other expenses that arise directly or indirectly out of, or from, or due to (i) Participant's breach of this Agreement; and/or (ii) Participant's activities in connection with the Program, the Website or Administrator's website, or any services, promotions, Rewards, or merchandise related to the Website or Administrator's website. Xerox reserves the right to assume the exclusive defense and control of any matter subject to indemnification by Participant, in which event Participant will cooperate with Xerox or Administrator in asserting any available defenses. For the avoidance of doubt, this provision shall remain in full force and effect notwithstanding any termination of Participant's use of the Program or Website.
4. RELEASEES WILL NOT BE LIABLE FOR ANY DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION OR MEMBERSHIP IN THE PROGRAM, INCLUDING WITHOUT LIMITATION, DAMAGES ARISING OUT OF CHANGES TO OR TERMINATION OF THE PROGRAM. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL DAMAGES OF ANY KIND, INCLUDING BUT NOT LIMITED TO DIRECT, INDIRECT, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, LOSS OF DATA, INCOME OR PROFIT, LOSS OF OR DAMAGE TO PROPERTY, AND CLAIMS OF THIRD PARTIES. TO THE EXTENT PERMITTED BY LAW, THE LIMITATIONS ON LIABILITY SET FORTH HEREIN SHALL APPLY WHETHER FOR BREACH OR REPUDIATION OF CONTRACT, OR WHETHER IN TORT, CIVIL LIABILITY BY WAY OF NEGLIGENCE, GROSS NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.
5. THE WEBSITE, AND ANY REWARD, PRODUCT, OR SERVICE OBTAINED OR ACCESSED THROUGH THE WEBSITE ARE PROVIDED "AS IS" AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RELEASEES DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS, PRIZES, AND/OR REWARDS IN THE PROGRAM. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, RELEASEES DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ALL WARRANTIES RELATING TO THE ADEQUACY, ACCURACY, OR COMPLETENESS OF ANY INFORMATION ON THE WEBSITE AS IT RELATES TO THE PROGRAM. RELEASEES DO NOT WARRANT THAT YOUR USE OF THE WEBSITE WILL BE UNINTERRUPTED, ERROR-FREE, OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE WEBSITE OR THE SERVER(S) ON WHICH THE WEBSITE IS HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED

WARRANTIES, SO THIS WARRANTY DISCLAIMER MAY BE LIMITED IN ITS APPLICABILITY TO YOU.

6. This Agreement shall be governed by and construed in accordance with the laws of the State of New York and the laws of the United States, without giving effect to any principals of conflicts of law. Each Participant agrees to submit to the personal and exclusive jurisdiction of the state and federal courts located within the State of New York. Any Participant's legal action against Xerox in regards to the Rewards program may only be filed in the state and federal courts of New York.
7. This Agreement constitutes the entire agreement between Participant and Xerox pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
8. If any provision of this Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of this Agreement, which will otherwise remain in full force and effect.