



## TERMS AND CONDITIONS

The signature page must be submitted with your enrollment application for your organization to qualify.

### EFFECTIVE DATES OF THE SMITH'S INSPIRING DONATIONS PROGRAM

The Smith's Inspiring Donations Program will commence and become effective June 15, 2017 or the date the application is processed, whichever is later and will terminate at the discretion of The Smith's Food and Drug Company.

### PROGRAM TERMS AND CONDITIONS

Subject to the terms and conditions hereof, Smith's will contribute to eligible Organizations (as defined below) an amount that is equal to a portion of the total Eligible Purchases (as defined below) made by the Eligible Participants (as defined below).

**Eligible Organizations:** Eligible Organizations are qualified 501(C)(3) Nonprofit Organizations located within the Smith's Division areas of operation (Arizona, Idaho, Montana, Nevada, New Mexico, Utah and Wyoming) and who have submitted an application form and have agreed to all Terms & Conditions and received confirmation from Smith's.

**Eligible Participants:** Eligible Participants shall be Smith's *rewards* card holders who are 18 years of age or older and who are legal residents of the city or state in which Eligible Organizations are located.

**Eligible Purchases:** Eligible Purchases shall consist of those retail purchases made at any Smith's store by an Eligible Participant who presents a Smith's *rewards* card at the time of purchase. If the card is not presented during a transaction, your organization's account will not be credited. Purchase of Alcohol, Tobacco, Government Assisted Pharmacy Expenses, Postage Stamps, Kroger Co. Family of Stores Gift Cards, Green Dot Prepaid Reloadable Products, MoneyPaks, 1-2-3 Rewards Reloadable Visa Prepaid Debit Card, ReCharge Cards, American Express Variable Load Gift Cards, Visa Variable Load Gift Cards, MasterCard Variable Load Gift Cards, Bottle Deposits, Lottery and Promotional tickets, Money Orders, Western Union, Fuel, and Sales Tax **are excluded from eligible purchases**. Eligible pharmacy purchases include out of pocket co-pays for non-government assisted pharmacy programs.

### OTHER PROGRAM CONDITIONS

1. Eligible Organizations and Eligible Participants shall be solely responsible for the accuracy of names submitted as Eligible Participants. Eligible Organizations shall agree to indemnify and hold Smith's harmless in connection with their identification or improper identification of any person.
2. Solicitation to the General Population is prohibited and is grounds for exclusion from INSPIRING DONATIONS.
3. Eligible Organizations are prohibited from soliciting in front of or inside any Smith's store, Smith's Fuel Center or at a public event.
4. This is a stand-alone rebate program and any attempt by an organization to combine this program with any other Smith's affiliated rebate or discount program could result in exclusion from INSPIRING DONATIONS. **Notwithstanding the foregoing sentence, Eligible Purchases will count toward Smith's fuel rewards program pursuant to the terms of that program.**
5. All proceeds derived from INSPIRING DONATIONS must be used for purposes within the communities Smith's serves and cannot be used for political, legal or administrative purposes. INSPIRING DONATIONS has the discretion and right to terminate any Organization from the Program at any time if it's determined that any of the proceeds are used for political, legal or administrative purposes.
6. No person is required to make payment of any kind in order to be issued a Smith's *rewards* card.
7. More than one Smith's *rewards* card when linked together is considered a household. If a participant is issued a Smith's *rewards* card, it is the responsibility of the participant to confirm that the card is linked properly and/or re-enrolled the new Smith's *rewards* card in the INSPIRING DONATIONS program.

8. If the customer is using an alternate ID (phone number) at the register, it is the responsibility of the card holder to confirm that the enrolled card is linked with their alternate ID (phone number).
9. Smith's reserves the right to accept or deny any organization or group registration without explanation or cause. Smith's reserves the right to remove any group at any time for any reason.

**PAYMENT CONDITIONS**

1. Total Eligible purchase made by the Eligible Organization's Eligible Participants will be calculated at the end of each three month period during the Term. Purchase amounts by Eligible Participants during any three month period shall not count towards amounts purchased in any subsequent three month period.
2. Your quarterly donation check will be paid and mailed only to the Organization identified on the Program Enrollment Application via check within 30 days after the close of each quarter. Donation checks are paid quarterly in October, January, April and July.
3. The quarterly payment/donation schedule is:
  - Quarter 1: July 1 – September 30: Statements and Donation Checks sent by October 31
  - Quarter 2: October 1 – December 31: Statements and Donation Checks sent by January 31
  - Quarter 3: January 1 – March 31: Statements and Donation Checks sent by April 30
  - Quarter 4: April 1 – June 30: Statements and Donation Checks sent by July 31

Minimum rebate payout is \$25.00 per organization. In the event that an organization earns less than \$25 in a pay period, Smith's will hold the amount until the next pay period that the rebate exceeds \$25 or the end of the program Term, whichever comes first. Donation amounts less than \$5 at the end of the program term will not be paid.

4. Smith's will pay 0.5% \* of the total spending of eligible purchases to the participating organization. The amount of the rebate to be paid to an Eligible Organization at the end of each quarter shall be determined in accordance with the following scale:
  - Smith's limits its maximum annual contribution to \$2,000,000 and its maximum quarterly contribution to \$500,000, to be distributed among all participating eligible organizations.
  - \*If the total donation amount exceeds the maximum quarterly contribution, the .5% will be adjusted downward until the total quarterly payout equals the maximum payout value.

Smith's reserves the right to evaluate the Program during the Term and to unilaterally modify the Program at any time and without any advance notice to the Organization. When possible, the Organization will be given ten (10) days advance notice of any changes to the Program at any time. The Organization may elect to terminate its participation in the Program at any time. Smith's may elect to terminate the Program at any time. The Program is void where prohibited or restricted by law. **I HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THE INSPIRING DONATIONS PROGRAM AND AGREE TO COMPLY WITH AND TO BE BOUND BY SAID TERMS AND CONDITIONS.**

NAME OF ORGANIZATION: \_\_\_\_\_

AUTHORIZED REPRESENTATIVE SIGNATURE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_ DATE: \_\_\_\_\_

EMAIL: \_\_\_\_\_

**Send to:**

**Smith's Food & Drug / Inspiring Donations / PO Box 30550, Salt Lake City, UT 84130**

**Phone: 1-800-444-8081 option 3, option 3 Fax: 801-974-1450**

**E-mail: [SmithsInspiringDonations@sfdc.com](mailto:SmithsInspiringDonations@sfdc.com)**

**Visit us on the web: [www.smithsfoodanddrug/inspire.com](http://www.smithsfoodanddrug/inspire.com)**