



This Books By The Bushel (BBTB), LLC. Bonus Bucks Participation Agreement ("Participation Agreement") contains the terms and conditions that govern your participation in the Books By The Bushel Bonus Bucks Program (the "Program"). "We," "us," or "our" means Books By The Bushel, LLC. "You" or "your" means the charitable organization applicant. A "site" means a website or social media account. "Books By The Bushel Site" means [www.booksbythebushel.com](http://www.booksbythebushel.com) accessed through a web browser. "Your site" means any site(s) that you own, operate, or control, and link to the Books By The Bushel, LLC. site.

BY CHECKING THE BOX ON OUR BONUS BUCKS REGISTRATION FORM INDICATING THAT YOU AGREE TO THE TERMS AND CONDITIONS OF THIS PARTICIPATION AGREEMENT, OR BY CONTINUING TO PARTICIPATE IN THE PROGRAM FOLLOWING OUR MODIFICATION OF THE PARTICIPATION AGREEMENT OR REVISED OPERATIONAL DOCUMENTATION AS SET FORTH IN SECTION 14 OF THIS PARTICIPATION AGREEMENT, YOU (A) REPRESENT AND WARRANT THAT YOU ARE LAWFULY ABLE TO ENTER INTO AND AGREE TO BE BOUND BY THIS PARTICIPATION AGREEMENT; (B) ACKNOWLEDGE AND AGREE THAT YOU HAVE INDEPENDENTLY EVALUATED THE DESIRABILITY OF PARTICIPATING IN THE PROGRAM AND ARE NOT RELYING ON ANY REPRESENTATION, GUARANTEE, OR STATEMENT OTHER THAN AS EXPRESSLY SET FORTH IN THIS PARTICIPATION AGREEMENT; AND (C) REPRESENT AND WARRANT THAT YOU ARE AND WILL REMAIN IN COMPLIANCE WITH THIS PARTICIPATION AGREEMENT, INCLUDING ALL OPERATIONAL DOCUMENTATION (AS DEFINED BELOW). IN ADDITION, THE PERSON CHECKING THE BOX INDICATING ACCEPTANCE OF THIS AGREEMENT HEREBY REPRESENTS AND WARRANTS THAT HE OR SHE IS LAWFULLY ABLE TO ENTER INTO CONTRACTS ON BEHALF OF SUCH CHARITABLE ORGANIZATION AND TO BIND SUCH CHARITABLE ORGANIZATION TO THIS PARTICIPATION AGREEMENT.

## **1. Description of the Program**

The purpose of the Program is to permit Registered Organizations (as defined in Section 2) to receive donations from Books By The Bushel Bonus Bucks when customers make Qualifying Purchases (defined in Section 7) on the BBTB site and have selected a Registered Organization to benefit from those Qualifying Purchases.

## **2. Registration**

To register, you must provide all requested information, including submitting a complete and accurate Program application that correctly identifies your charitable organization and providing valid payment

information as described in Section 8. We will evaluate your registration and notify you of its acceptance or rejection, acting in our sole discretion. If your registration is accepted, your charitable organization will be a "Registered Organization" for as long as all of your registration information, including the payment information described in Section 8, is current and complete, this Participation Agreement remains in force, and you continue to be an Eligible Organization. You will ensure that all information you provide to us, including your Program application information, deposit information, email address, and other contact information, is at all times complete, accurate, and up-to-date, and agree that failure to keep such information up to date may result in you no longer being a Registered Organization or in you no longer receiving any donations under the Program. If we reject your Program application, or terminate your registration, you are welcome to reapply at any time.

"Eligible Organizations" are those charitable organizations that we determine:

- are qualified under Section 501(c)(3);
- are public charitable organizations and not a private foundation;
- are not supporting organizations, unless identified specifically as a Type I, Type II, or functionally integrated Type III supporting organization;
- are headquartered in the United States (the 50 States and the District of Columbia)
- are in good standing in their state of incorporation and in the states where they are authorized to do business;
- do not engage in, support, encourage, or promote:
  - intolerance, discrimination or discriminatory practices based on race, sex, religion, nationality, disability, sexual orientation, or age;
  - hate;
  - terrorism;
  - violence;
  - money laundering;
  - other illegal, deceptive, or misleading activities; and
  - are otherwise not in violation of the terms of this Participation Agreement.

You consent to us sending you notifications (if any), approvals (if any), and other communications relating to the Program and this Participation Agreement to the email address then-currently associated with your Program account. You will be deemed to have received all notifications, approvals, and other communications sent to that email address, even if the email address associated with your account is no longer current.

### 3. Advertising Bonus Bucks

You may promote or link to the BBTB Bonus Bucks site only so long as you comply with the following requirements:

- You may only do so on your site and may only use our logo or other content we may make available to you (collectively, "Content"), in all cases in accordance with Program Participation Requirements and the Program Trademark Guidelines;
- You may not do so in a way that is misleading or confusing to customers or that does not accurately represent the BBTB Bonus Bucks Program (e.g., by expressing or implying that we sponsor or endorse you or any other cause or that we support your position on any issue);
- You may not engage in any promotional, marketing, or other advertising activities on behalf of , or in connection with the BBTB Bonus Bucks Program, in any offline manner, such as in any printed material, mailing, or other document, or any oral solicitation unless approved in advance by us; and
- Charitable organizations headquartered in one of the states listed below may not send emails that exclusively advertise BBTB Bonus Bucks, **although these organizations may include information about BBTB Bonus Bucks in emails, such as email newsletters, that also contain other content unrelated to BBTB Bonus Bucks.** These states are: AL, AR, CO, DC, FL, HI, ID, IL, IA, LA, ME, MD, MI, MN, MS, MO, NE, NM, OH, OK, RI, SC, SD, UT, VT, and WY. Organizations headquartered in any other state may promote BBTB Bonus Bucks to their supporters using email advertising dedicated to the promotion of BBTB Bonus Bucks, or emails that contain BBTB Bonus Bucks information along with other unrelated content.

### 4. Program Requirements

By participating in the BBTB Bonus Bucks Program, you agree that you will comply with the Program Participation Requirements and all pages, schedules, policies, guidelines, and other documents and materials referenced in this Participation Agreement.

From time to time, we may request information from you in order to verify your compliance with this Participation Agreement or any Operational Documentation, including whether you meet, or continue to meet, the definition of an Eligible Organization. You agree to cooperate with us and promptly satisfy such requests (including, if requested, written certification in the form we request of your compliance with Section 3). In addition, you consent to us monitoring your site to verify your compliance with this Participation Agreement.

### 5. Responsibility for Your Site and Actions

You will be solely responsible for your site and actions taken by you or on your behalf, including:

- the development, operation, and maintenance of your site;
- ensuring that any donation amounts that we make to you are used in accordance with applicable law and your stated mission;

- creating and posting, and ensuring the accuracy, completeness, and appropriateness of, materials posted on your site (including any information you include within or associate with Links);
- using the Content and any materials posted on or within your site in a manner that does not infringe, violate, or misappropriate any of our rights or those of any other person or entity (including copyrights, trademarks, privacy, publicity, or other intellectual property or proprietary rights);
- any misrepresentation of your relationship with a charitable organization, registration of a charitable organization that you are not authorized to act on behalf of, or any other failure to provide true and accurate information in your registration, including if such failure results in you not receiving the amount of donations you would have otherwise received from the Program;
- ensuring you are lawfully authorized to enter into and perform your obligations under this Participation Agreement and that you do not violate any term or condition of this Participation Agreement; and
- your or your employees', contractors', agents', or volunteers' acts, errors, omissions, negligence, or misconduct.

We will have no liability for these matters, and you agree to defend, indemnify, and hold us, Books By The Bushel, LLC and Bonus Bucks and its affiliates and licensors, and our and their respective employees, officers, directors, and representatives, harmless from and against all claims, damages, losses, liabilities, costs, and expenses (including attorneys' fees) relating to these matters.

## **6. Books By The Bushel, LLC Site; Orders**

Customers who buy products on the Books By The Bushel site are customers of Books By The Bushel, LLC with respect to all activities they undertake in connection with the BBTB Site and you acknowledge and agree that you are not entitled to receive any customer information. Orders for Products (as defined in Section 7) placed by customers on the BBTB Site may be rejected for any reason and rejected orders will not be eligible for donations.

## **7. Qualifying Purchases**

We will make donations to you resulting from Qualifying Purchases in accordance with Section 8 and as set forth in the BBTB Program Details page. Subject to the exclusions set forth below, a "Qualifying Purchase" occurs when (a) a customer (i) places an order for a Product from his or her shopping cart on the Books By The Bushel Site (b) at such time, that customer has selected your Eligible Organization to benefit from purchases the customer makes on the Books By The Bushel Site; and (c) the Product is shipped to, and paid for by, the customer.

A "Product" is any item sold on the Books By The Bushel Site

Qualifying Purchases exclude, and you will not be eligible for donation payments in connection with any of, the following:

- any Product purchased after termination of this Participation Agreement or purchased in connection with a violation of this Participation Agreement; or
- any Product order that is canceled or returned.

## **8. Donations**

Donations are based on purchases shipped in a given calendar quarter, and not subsequently returned. Donations for each calendar quarter will be made approximately 45 days following the end of that quarter. If we determine that we have made an overpayment in donations to you as a result of returns, or if we determine that you received donations to which you were not entitled as a result of your actions or omissions (for example, you provided incomplete or false registration information or otherwise violated this Participation Agreement), we reserve the right, in our sole discretion, to (a) deduct the amount of the overpayment from any donation amount that is due to you in subsequent donation cycles, and/or (b) notify you and request reimbursement for any amounts incorrectly paid to you, in which case you agree to reimburse us for such overpayments promptly and in any event within 30 days of such request. You acknowledge and agree that we are under no obligation to provide you with a report of Qualifying Purchases or donations earned.

If we determine that you are no longer an Eligible Organization or that you or anyone acting on your behalf has violated any term or condition set forth in this Participation Agreement, we reserve the right to distribute any donation that would have been made to you instead to one or more other Registered Organizations as set forth in the Operational Documentation.

When making donations to Registered Organizations, we will directly deposit donations to you into a U.S. bank account you designate, but we may accrue and withhold donations until the total donation is at least \$5.00, at which point the accrued and withheld total donations will be paid during the next quarterly donation cycle. If your Registered Organization has an accrued donation that remains below \$5.00 for four consecutive quarters (including any unpaid amounts that have been held from prior quarters because they total less than \$5.00), we will donate such amounts to you in the donation cycle following that fourth quarter even if the total donations for you are below the \$5.00 threshold.

You must provide us with the name of your bank, the bank account type, the 9-digit routing number/ABA number, the account number, and the name of the primary account holder as it appears on the account, you must do so in the form of a voided check (as set forth in the Program application). If you do not provide this information, the information is not valid (e.g., the account has been closed or changed), or a donation is otherwise rejected by your bank, then you will cease to be a Registered Organization, you will not receive donations, and donations that you would have received will be treated as donations directed to an Eligible. You will only be eligible to receive donations again after you provide valid account information and you are once again a Registered Organization.

We may be obligated by law to obtain tax information from you. If we request tax information from you and you do not provide it to us, we may (in addition to any other rights or remedies available to us) withhold your donations until you provide this information or otherwise satisfy us that you are not a person from whom we are required to obtain tax information.

## **9. Public Communications; Identifying Yourself as a Program Participant**

You acknowledge and agree that we may or may cause others to publicly disclose (including, without limitation, through a government filing, press release, interview, or any other public statement) the amount of donations provided to you (individually and/or collectively with other charitable organizations) in connection with the Program, provided that such communications shall not tie donation amounts to any individual customer. Except as expressly permitted in Section 3, you will not issue any press release or make any other public communication with respect to this Participation Agreement, your use of the Content, or your participation in the Program.

## **10. Limited License**

License to you: Subject to the terms of this Participation Agreement and solely for the limited purposes of advertising, and directing end users to, the Books By The Bushel Site in connection with the Bonus Bucks Program, we hereby grant you a limited, revocable, non-transferable, non-exclusive, royalty-free license to copy and display the Content solely on your site and in accordance with the Program Trademark Guidelines.

License from you: Solely for the limited purposes of promoting and operating the Books By The Bushel Site, you hereby grant the Books By The Bushel Bonus Bucks Program and Books By The Bushel a limited, revocable, non-transferable, non-exclusive, royalty-free license to copy, display and use your trademarks and logos ("Your Marks"). The license set forth in this Section 10 will immediately and automatically terminate upon your notification to us that you no longer want to participate in the Program, or otherwise upon termination of this Participation Agreement.

## **11. Reservation of Rights; Submissions**

Other than the limited licenses expressly set forth in Section 10, we reserve all right, title, and interest (including all intellectual property and proprietary rights) in and to, and you do not, by virtue of this Participation Agreement or otherwise, acquire any ownership interest or rights in or to, the Program, Links, link formats, Content, any domain name owned or operated by us or our affiliates, Operational Documentation, our and our affiliates' trademarks and logos (including the Books By The Bushel mark), and any other intellectual property and technology that we provide or use in connection with the Program. Other than Your Marks, if you provide us or any of our affiliates with suggestions, reviews, modifications, data, images, text, or other information or content about a product or in connection with this Participation Agreement, any Content, or your participation in the Program, or if you modify any Content in any way, (collectively, "Your Submission"), you hereby irrevocably grant us (even if you have designated Your Submission as confidential) a perpetual, paid-up royalty-free, nonexclusive, worldwide, irrevocable, freely transferable right and license to: (a) use, reproduce, perform, display, and distribute

Your Submission in any manner; (b) adapt, modify, re-format, and create derivative works of Your Submission for any purpose; (c) use and publish your name in the form of a credit in conjunction with Your Submission (however, we will not have any obligation to do so); and (d) sublicense the foregoing rights to any other person or entity. Additionally, you hereby warrant that: (y) Your Submission is your original work, or you obtained Your Submission in a lawful manner; and (z) our and our sublicensees' exercise of rights under the license above will not violate any person's or entity's rights, including any copyright rights. You agree to provide us such assistance as we may require to document, perfect, or maintain our rights in and to Your Submission.

## **12. Compliance with Laws**

In connection with your participation in the Program you will comply with all applicable laws, ordinances, rules, regulations, orders, licenses, permits, judgments, decisions, and other requirements of any governmental authority that has jurisdiction over you.

## **13. Term and Termination**

The term of this Participation Agreement will begin upon our acceptance of your Program application and will end when terminated by either you or us. Either you or we may terminate this Participation Agreement at any time, with or without cause, by giving the other party written notice of termination. We also reserve the right, in our sole discretion, to cancel or otherwise terminate the Program at any time. Upon any termination of this Participation Agreement and/or the Program, any and all licenses you have with respect to Content will automatically terminate and you will immediately stop using the Content and promptly remove from your site and delete or otherwise destroy all links to the Books By The Bushel Site, all BBTB Marks, all other Content, and any other materials provided or made available by or on behalf of us to you under this Participation Agreement or otherwise in connection with the Program. Upon any termination of this Participation Agreement and/or the Program, all rights and obligations of the parties will be extinguished, except that the rights and obligations of the parties under Sections 2, 5, 9, 10, 11, 13, 15, 16, 17, 18, and 19 will survive the termination of this Participation Agreement. Accrued but unpaid donation obligations we may have under this Participation Agreement at the time of termination will survive and be paid as set forth in this Participation Agreement unless such termination results from us determining that you no longer meet the eligibility requirements of an Eligible Organization or that you or someone acting on your behalf has violated a term or condition set forth in this Participation Agreement, in which case, we may distribute any unpaid donations that would have been made to you to one or more other Registered Organizations in accordance with Section 8. No termination of this Participation Agreement will relieve either party for any liability for any breach of, or liability accruing under, this Participation Agreement prior to termination.

#### **14. Modification**

We may modify any of the terms and conditions contained in this Participation Agreement (and any Operational Documentation) at any time and in our sole discretion by posting a change notice, revised agreement, or revised Operational Documentation on the BBTB Site or by sending notice of such modification to you by email to the email address then-currently associated with your Program account (any such change by email will be effective on the date specified in such email and will in no event be less than two business days after the date the email is sent). IF ANY MODIFICATION IS UNACCEPTABLE TO YOU, YOUR ONLY RECOURSE IS TO TERMINATE THIS PARTICIPATION AGREEMENT. YOUR CONTINUED PARTICIPATION IN THE PROGRAM FOLLOWING THE EFFECTIVE DATE OF ANY MODIFICATION (E.G., THE DATE OF OUR POSTING OF A CHANGE NOTICE, REVISED PARTICIPATION AGREEMENT, OR REVISED OPERATIONAL DOCUMENTATION ON THE AMAZONSMILE SITE OR THE DATE SPECIFIED IN ANY EMAIL TO YOU REGARDING SUCH MODIFICATION) WILL CONSTITUTE YOUR BINDING ACCEPTANCE OF THE CHANGE.

#### **15. Relationship of Parties**

You and we are independent contractors, and nothing in this Participation Agreement or the Operational Documentation will create any partnership, joint venture, agency, franchise, sales representative, or employment relationship between you and us or our respective affiliates. You will have no authority to make or accept any offers or representations on our or our affiliates' behalf. You will not make any statement, whether on your site or otherwise, that contradicts or may contradict anything in this section. If you authorize, assist, encourage, or facilitate another person or entity to take any action related to the subject matter of this Participation Agreement, you will be deemed to have taken the action yourself.

#### **16. Limitation of Liability**

WE WILL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES (INCLUDING ANY LOSS OF REVENUE, PROFITS, GOODWILL, USE, OR DATA) ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, OPERATIONAL DOCUMENTATION, THE BOOKS BY THE BUSHEL SITE, OR THE SERVICE OFFERINGS (DEFINED BELOW), EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF THOSE DAMAGES. FURTHER, OUR AGGREGATE LIABILITY ARISING IN CONNECTION WITH THIS PARTICIPATION AGREEMENT, THE PROGRAM, THE BOOKS BY THE BUHEL SITE, AND THE SERVICE OFFERINGS WILL NOT EXCEED \$100.

#### **17. Disclaimers**

THE PROGRAM, THE BOOKS BY THE BUSHEL SITE, ANY PRODUCTS AND SERVICES OFFERED ON THE BOOKS BY THE BUSHEL SITE, ANY CONTENT, THE BOOKSBYTHEBUSHEL.COM DOMAIN NAME, TRADEMARKS AND LOGOS OF OURS, AND ALL TECHNOLOGY, SOFTWARE, FUNCTIONS, MATERIALS, DATA, IMAGES, TEXT, AND OTHER INFORMATION AND CONTENT PROVIDED OR USED BY OR ON BEHALF OF US IN CONNECTION WITH THE PROGRAM (COLLECTIVELY THE "SERVICE OFFERINGS") ARE PROVIDED "AS IS." WE DO NOT MAKE ANY REPRESENTATION OR WARRANTY OF ANY KIND, WHETHER EXPRESS,



IMPLIED, STATUTORY, OR OTHERWISE WITH RESPECT TO THE SERVICE OFFERINGS. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE SERVICE OFFERINGS, INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, AND QUIET ENJOYMENT, AND ANY WARRANTIES ARISING OUT OF ANY COURSE OF DEALING, PERFORMANCE, OR TRADE USAGE. WE MAY DISCONTINUE ANY SERVICE OFFERING, OR MAY CHANGE THE NATURE, FEATURES, FUNCTIONS, SCOPE, OR OPERATION OF ANY SERVICE OFFERING, AT ANY TIME AND FROM TIME TO TIME. WE DO NOT WARRANT THAT THE SERVICE OFFERINGS WILL CONTINUE TO BE PROVIDED, WILL FUNCTION AS DESCRIBED, CONSISTENTLY OR IN ANY PARTICULAR MANNER, OR WILL BE UNINTERRUPTED, ACCURATE, ERROR FREE, OR FREE OF HARMFUL COMPONENTS. WE WILL NOT BE RESPONSIBLE FOR (A) ANY ERRORS, INACCURACIES, OR SERVICE INTERRUPTIONS, INCLUDING POWER OUTAGES OR SYSTEM FAILURES; OR (B) ANY UNAUTHORIZED ACCESS TO OR ALTERATION OF, OR DELETION, DESTRUCTION, DAMAGE, OR LOSS OF, YOUR SITE OR ANY DATA, IMAGES, TEXT, OR OTHER INFORMATION OR CONTENT. NO ADVICE OR INFORMATION OBTAINED BY YOU FROM US OR FROM ANY OTHER PERSON OR ENTITY OR THROUGH THE PROGRAM, CONTENT, OPERATIONAL DOCUMENTATION, OR THE AMAZONSMILE SITE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS PARTICIPATION AGREEMENT. FURTHER, WE WILL NOT BE RESPONSIBLE FOR ANY COMPENSATION, REIMBURSEMENT, OR DAMAGES ARISING IN CONNECTION WITH (X) ANY LOSS OF PROSPECTIVE PROFITS OR REVENUE, ANTICIPATED SALES, GOODWILL, OR OTHER BENEFITS, (Y) ANY INVESTMENTS, EXPENDITURES, OR COMMITMENTS BY YOU IN CONNECTION WITH THIS PARTICIPATION AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, OR (Z) ANY TERMINATION OF THIS PARTICIPATION AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM.

## **18. Disputes**

Any dispute relating in any way to the Program or this Participation Agreement will be resolved by binding arbitration, rather than in court, except that you may assert claims in small claims court if your claims qualify. The Federal Arbitration Act and federal arbitration law and the laws of the state of Ohio, without regard to principles of conflict of laws, will govern this Participation Agreement and any dispute of any sort that might arise between you and us.

## **19. Miscellaneous**

You may not assign this Participation Agreement, by operation of law or otherwise, without our express prior written approval. Subject to that restriction, this Participation Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Our failure to enforce your strict performance of any provision of this Participation Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provision of this Participation Agreement. In the event of any conflict between this Participation Agreement and the Operational Documentation, the Participation Agreement will control over the Operational Documentation. Whenever used in this Participation Agreement, the terms "include(s)," "including," "e.g.," and "for example" mean, respectively, "include(s), without limitation," "including, without limitation," "e.g., without limitation," and "for example, without limitation." Any determinations or

updates that may be made by us, any actions that may be taken by us, and any approvals that may be given by us under this Participation Agreement, may be made, taken, or given in our sole discretion.