

Club Rewards Program

Terms and Conditions

Overview

The Club Rewards Program is a loyalty program sponsored by RS Athletics where consumers are able to accrue points for every purchase they make on the site.

Participation in the Program

The Program is open only to individuals who can form legally binding contracts under applicable law. If you do not qualify, please do not participate. The Program is open only to individuals who are eighteen (18) years of age or older. In order to participate, an individual must have: (a) originally registered to become a Club Rewards Member on either www.Ektelon.com or www.EktelonGear.com, or (b) have been automatically registered due to their sponsorship with Ektelon.

The personal information collected from you in connection with the Program will not be sold or provided to any other company.

Modification and Termination of the Program

1. RS Athletics may modify any of the terms and conditions governing the Program - including, but not limited to, the methods through which Club Rewards Points can be earned, how Club Rewards Points can be used, the value of Club Rewards Points, and the conditions under which Club Rewards Points may be forfeited - at any time, with or without notice, even though these changes may affect a Member's ability to use the Club Rewards Points he/she has already earned.
2. The Program has no predetermined termination date and may continue until such time as RS Athletics decides to terminate the Program. RS Athletics may terminate the Program at any time, with notice via email to the Member's email address currently on file with RS Athletics. Members will have three (3) months from the date Program termination is announced to use Club Rewards Points. Any Club Rewards Points that are remaining in a Member's Account at time of termination will be forfeited and no compensation will be provided.
3. A Member's continued participation in the Program constitutes the Member's acceptance of any changes to these Terms and Conditions. Members are responsible for remaining knowledgeable as to any changes that RS Athletics may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available on the Website and will supersede all previous versions of these Terms and Conditions.

Earning Club Rewards Points

1. Members can earn Club Rewards Points by purchasing qualifying products on EktelonGear.com. Check the website for the point value of each product. Club Rewards Points earned by a Member will be deposited in that Member's account upon completion of the product purchase online.
2. Members can also earn Club Rewards Points by referring new, purchasing customers to EktelonGear.com. Twenty five (25) points will be awarded to the member only once per referred customer, and only if the referred customer makes a purchase during the visit to the store that was initiated by clicking on the referring link.

Using Club Rewards Points

1. One (1) Club Rewards Point equals a credit of \$0.10 USD towards the purchase of items through the EktelonGear.com website.
2. Members can use Club Rewards Points to pay for items on EktelonGear.com at any time. Members can choose to use all, some, or none of the accrued Club Rewards Points against a current purchase.
3. If a Member fails to comply with these Terms and Conditions, or if a Member's account is suspended or is otherwise no longer in good standing, etc, RS Athletics may terminate such Member's participation, and any remaining Club Rewards Points in the Member's account will be forfeited and no compensation will be provided. If a Member cancels his/her account, any remaining Club Rewards Points in the Member's account will be forfeited and no compensation will be provided.

General Terms and Conditions

1. ACCRUED CLUB REWARDS POINTS DO NOT CONSTITUTE PROPERTY OF A MEMBER AND HAVE NO VALUE OUTSIDE OF THE PROGRAM. CLUB REWARDS POINTS ARE CREDITS THAT RS ATHLETICS MAY REVOKE AT ANY TIME AS SET FORTH HEREIN. CLUB REWARDS POINTS MAY NOT BE EXCHANGED FOR CASH, ASSIGNED, BARTERED, OR TRANSFERRED, EXCEPT AS SET FORTH HEREIN, AND ARE NOT TRANSFERABLE UPON DEATH, AS PART OF A DOMESTIC RELATIONS MATTER, OR OTHERWISE BY OPERATION OF LAW.
2. Each Member is responsible for ensuring that the information in his/her Account is accurate and is kept current.
3. RS Athletics reserves the right to discontinue the membership of any Member who uses the Program in a manner inconsistent with these Terms and Conditions or any federal, state, provincial, territorial or local laws, statutes, by-laws, guidelines, or ordinances. Discontinued membership may result in the loss of all earned Club Rewards Points, benefits, and privileges. In addition to discontinuance of Program membership, RS Athletics shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion.
4. Any attempt by any person to undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, RS Athletics reserves the right to seek damages from any such person to the fullest extent permitted by law. RS Athletics failure to enforce any of these terms and conditions shall not constitute a waiver of that, or any other, provision.
5. All questions or disputes regarding an individual's eligibility for the Program, the earning, use, or conversion of Club Rewards Points, or a Member's compliance with these Terms and Conditions will be resolved by RS Athletics in its sole discretion.

Limitation of Liability

1. By participating in the Program, Member acknowledges that technical processing and transmission of information on the Website may involve transmissions over various networks and changes to conform and adapt to technical requirements of connecting networks or devices. RS Athletics is not responsible for: (a) incorrect or inaccurate transcription of information; (b) problems related to any of the equipment or programming associated with the Program or utilized by the Member; (c) any human error or printing error; (d) any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission; (e) problems relating to computer equipment, software, inability to access the Website or on-line service; (f) any other technical or non-technical error or malfunction; or (g) fraud or unauthorized use of Member's account.
2. By participating in the Program, each Member accepts all responsibility for, and hereby indemnifies and holds harmless RS Athletics the company's respective officers, directors, employees, shareholders, agents, and successors, and assigns (the "Released Parties"), from and against any claims that may arise from actions taken by such Member or for any unauthorized access to Member's Account by any third party.