

# Fleet Feet Milestones - Terms of Use

**Effective Date: July 15, 2024**

Fleet Feet, Incorporated, its affiliate, and its franchisees (collectively, "Fleet Feet") offer the Fleet Feet Milestones rewards program ("Program"). Through the Program, members can earn "Points" which then accrue and convert to "Rewards" vouchers. As discussed in more detail below, Points, Rewards, and other benefits are offered in Fleet Feet's discretion. These terms may be modified at any time, in Fleet Feet's discretion.

## Enrollment

The Program is free to join, and participation is voluntary. To enroll you must provide an email address ("Account Email") through one of the methods below:

- In-store at a Fleet Feet location by asking the associate to enroll you at the point of sale.
- Creating an account at [fleetfeet.com](https://fleetfeet.com).
- By downloading the Fleet Feet mobile application ("App") and creating an account.

It is your responsibility to keep your Account Email and other information up to date. You are solely responsible for all activity that is conducted through your Program account.

You may join the Program only if you are at least 13 years of age and you reside in the United States. There is a limit of one membership per Account Email. By enrolling, you represent to Fleet Feet that you are at least 13 years of age, that you agree to these terms (which may be updated by Fleet Feet in its sole discretion), and if you are between age 13 and 18, that you have parental permission to enroll.

Your membership is subject to these terms as well as other rules and policies adopted by Fleet Feet. The terms of use applicable generally to your Fleet Feet purchases and account can be found at [www.fleetfeet.com/terms-of-use](https://www.fleetfeet.com/terms-of-use) ("General Terms"). See the Fleet Feet privacy policy at [www.fleetfeet.com/privacy-policy](https://www.fleetfeet.com/privacy-policy) ("Privacy Policy") for how Fleet Feet, Incorporated treats your personal information collected as part of your enrollment and participation in the Program.

## Qualifying Purchases

For those who enroll in the Program, Points may be accumulated by making Qualifying Purchases. Currently, a "Qualifying Purchase" is a purchase of merchandise that is not returned and for orders that are not canceled made at a licensed Fleet Feet retail store, through [fleetfeet.com](https://fleetfeet.com), or through the App.

The following are not Qualifying Purchases: purchase of gift cards, Fleet Feet training programs, and returned merchandise and canceled orders. Fleet Feet may specify other purchases that are excluded from Qualifying Purchases from time to time in its sole discretion.

## Membership Status

The Program features two membership status levels (each a "Status"). "Pacesetter Status" members spend \$399 or less in Qualifying Dollars (defined below) on Qualifying Purchases between January 1 and December 31. "Frontrunner Status" members spend \$400 or more in Qualifying Dollars on Qualifying Purchases between January 1 and December 31.

When a Pacesetter Status member spends \$400 in Qualifying Dollars on Qualifying Purchases between January 1 and December 31, the member will automatically be granted Frontrunner Status the day after the Qualifying Purchase is made. Unless otherwise forfeited, Frontrunner Status will remain in effect for the remainder of the calendar year in which the member reached the \$400 Qualifying Purchase threshold, and the following calendar year. Frontrunner Status members must spend at least \$400 in Qualifying Dollars on Qualifying Purchases in a calendar year to maintain their Frontrunner Status, or they will be moved to Pacesetter Status once their Frontrunner Status expires.

Fleet Feet reserves the right to make corrections to the Status associated with your Account Email.

### **Points**

For every Qualifying Dollar spent, Pacesetter Status members earn 1 Point. For every Qualifying Dollar spent, Frontrunner Status members earn 1.25 Points.

A "Qualifying Dollar" is each \$1.00 spent on a Qualifying Purchase and which is attributed to the direct purchase price of the merchandise, after any applicable discounts and redeemed Rewards. The following are not Qualifying Dollars: amounts paid as sales taxes, for state fees, and for shipping or Reward redemptions. Fleet Feet may specify other amounts that are excluded from Qualifying Dollars from time to time in its sole discretion. Gift cards, e-gift cards and training program purchases are not eligible for points accruals.

If an Account Email is not given at checkout or you have not logged into your Fleet Feet account at the time of purchase through the App or through fleetfeet.com, no Points will be earned. Fleet Feet reserves the right to make corrections to the number of Points associated with your Account Email. Points are not available for use until posted to your account.

Unless otherwise designated, Points not converted to a Reward expire 365 days from the date of receipt. Points have no cash value and are non-transferrable.

### **Rewards**

For both Pacesetter and Frontrunner Status members, 250 Points earned will automatically convert to a \$15 Reward the day after the 250 Points threshold is reached. Reward vouchers are issued to the Account Email.

Once a Reward is issued, you may redeem the Reward at licensed Fleet Feet retail stores by providing the Account Email or on fleetfeet.com or within the App using the account associated with the Account Email.

Rewards may not be redeemed for on training program purchases. Additional exclusions may be specified on the Reward or disclosed to you at the point of purchase, at the sole discretion of Fleet Feet.

Unless otherwise designated, issued but unredeemed Rewards will expire 180 days from the date it is issued. Rewards have no cash value and are non-transferrable.

### **Additional Points and Rewards**

From time to time, Fleet Feet can make available to members additional opportunities to earn Points and Rewards and can offer other benefits like first or exclusive access to additional promotions or goods and services.

These additional opportunities and benefits, and the terms for participation are determined in Fleet Feet's sole discretion. Unless otherwise specified, such additional opportunities and benefits are subject to all of these terms. Additional opportunities and benefits may be offered to some and not all members, i.e., to Frontrunner Status members and not to Pacesetter Status members, members in certain geographies, some but not all Fleet Feet retail stores, and as an incentive for newly joining members.

If you elect to provide your birthday information, you will receive an annual birthday Offer. Pacesetter Status members will receive a \$10 Birthday Offer and Frontrunner members will receive a \$15 Birthday Offer. Birthday Offers are valid for 31 days, starting on the first day of the month in which your birthday falls in. If you do not provide your birthday information prior to the first day of your birthday month, you will not receive a Birthday Offer.

### **Returns, Exchanges, and Cancellations**

The Points earned for Qualified Purchases that are returned or for which the order is canceled will be deducted from your account.

If a member redeems a Reward on an item the member later returns for refund or cancels the order, then depending on the amount of the Reward, how it was allocated to the item(s) purchased in the order, and the item(s) returned or refunded, Fleet Feet will, in its sole discretion, either (i) reinstate the full Reward if the Reward was fully allocated to a single returned or canceled item or (ii) issue to the member pro-rata Points based upon the allocation of the Reward to the returned or canceled item(s).

In some cases, canceled orders or merchandise returns may result in a negative point balance reflected within your account. If your account has a negative balance, newly acquired points will be used to offset the negative balance until the balance has been brought to zero. Negative point balances expire 365 days from the date of receipt.

Returns or cancellations that result in a reduction of total member spend from \$400 in Qualifying Dollars or more to \$399 or less in Qualifying Dollars will result in the reinstatement of Pacesetter Status membership the day after the return or cancellation. Frontrunner Status membership can be reinstated if members make additional purchases that result in the annual spend being at or above \$400 in Qualifying Dollars once more.

Merchandise returns are subject to the applicable returns policies for the store, online, or the App.

### **Sweepstakes, Contests, or Other Promotions**

From time to time, Fleet Feet may offer members the opportunity to enter sweepstakes, contests, and other promotions. Eligibility, timing, requirements for entry and to win, and prizes will vary and will be disclosed with the individual sweepstakes, contest, or promotion. No purchases will be necessary to enter or win the sweepstakes, contests, or promotions. Employees of Fleet Feet are not eligible to participate in sweepstakes and contests.

### **Fleet Feet Employee Policy**

Employees of Fleet Feet, Incorporated and Fleet Feet Sports Development Company LLC are eligible to enroll and participate in the Program. Eligibility of employees of Fleet Feet franchisees to enroll in and participate in the Program is established by the franchisee.

### **Converted Points**

Prior to the Fleet Feet Milestones Program, Fleet Feet offered a different rewards program. Effective July 15, 2024 members of the former rewards program who had points as of July 14, 2024 will automatically have their points rolled over into Fleet Feet Milestones Program Points (“Converted Points”). Converted Points will expire 365 days from the rollout of the Program, or on July 15, 2025.

Additionally, Fleet Feet will add 100 Points to the accounts of members who participated in the former rewards program. These newly issued 100 Points will have an expiration date of 365 days from the date of receipt.

### **Inactivity**

Without notice to you, Fleet Feet reserves the right to “unregister” and make ineligible for Points and Rewards any account that has been deemed Inactive. “Inactive” means members who have not made a purchase with Fleet Feet in two years or more, or member accounts that are marked “deactivated” as a result of merging one or more accounts. If your account is unregistered, all accrued Points and Rewards are forfeited.

You may register your account again by following the instructions under the heading, “Withdrawal From the Program; Re-Register.”

### **Fleet Feet Right to Modify**

Fleet Feet has the right, without limitation, to change, limit, modify, suspend, or cancel these terms, other rules and policies associated with the Program, Points, and Rewards, and the terms, benefits, and conditions of participation in the Program, in whole or in part, at any time, with or without notice to you. Fleet Feet reserves the right to approve, deny, or revoke membership in the Program for any member for any reason whatsoever.

Fleet Feet may, without limitation:

- Increase or decrease the number of Points or Rewards received for a Qualifying Purchase or other activities.
- Increase or decrease the number of Points needed to receive a Reward.
- Withdraw, limit, modify, or cancel any Reward or category or otherwise restrict the continued availability of Rewards.
- Adjust Pacesetter or Frontrunner qualifications, status, and benefits.
- Modify expiration dates associated with Points and Rewards.
- Change the conditions of participation or eligibility, rules for earning, redeeming, retaining, or forfeiting Points or Rewards, or any rules governing the use of Rewards.
- Limit or modify the number of Points and Rewards that can be earned and redeemed, the types of transactions that are Qualifying Purchases, and what is a Qualifying Dollar.
- Add, withdraw, limit, modify, or cancel opportunities to earn Points and redeem Rewards.
- Terminate or replace the Program.
- The criteria for determining when an account is Inactive.

These changes may affect Points already earned and Rewards already issued and can result in them being forfeited.

From time to time Fleet Feet may post updated terms on this page. Your continued participation in the Program after such posting will constitute your acceptance. If you do not agree with any

updated terms, you may withdraw from the Program by following the instructions found under the heading “Withdrawal From the Program; Re-Register.”

Fleet Feet may suspend and/or cancel your accumulated Points or Rewards for any reason and in Fleet Feet’s sole discretion, including, without limitation, if Fleet Feet believes you have violated these Terms of Use, acted in a manner inconsistent with applicable law, acted in an inappropriate or fraudulent manner, including fraudulently claiming Points or Rewards, or engaged in any wrongdoing with respect to the Program. Fleet Feet, in its sole discretion, and without limitation to its other rights and remedies, may prosecute abuse of the Program to the fullest extent of the law.

### **Communications**

By providing your contact information and opting into the Program, you agree to receive Reward Email Communications including point and reward balances, membership status, reward reminders, special offers and more, from Fleet Feet. You may opt-out of receiving these communications by following the opt-out instructions contained in emails to you, or by contacting us at [rewards@fleetfeet.com](mailto:rewards@fleetfeet.com).

For information about your account, these terms, or other Program-related questions, please contact Fleet Feet at [rewards@fleetfeet.com](mailto:rewards@fleetfeet.com).

You may check your Point and Rewards balances at [fleetfeet.com](http://fleetfeet.com) or in the Fleet Feet App.

### **Withdrawal from Program; Re-Register**

To withdraw from the Program, you may delete your account by emailing [rewards@fleetfeet.com](mailto:rewards@fleetfeet.com), and our team will assist and confirm deletion. If you withdraw from the Program, any accumulated Points and Rewards will be forfeited.

To re-register your account, follow the enrollment instructions above.

### **No Warranties; Limitation on Liability**

Fleet Feet, Incorporated, its parent, subsidiaries, affiliates, licensees, and franchisees and their respective officers, directors, employees, contractors, and agents (“Fleet Feet Parties”) make no warranty, express or implied, including, but not limited to, any warranties of merchantability or fitness for a particular purpose with respect to the Program, membership in the Program, or any products or services related to the Program.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE FLEET FEET PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER AN LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM AND ANY GOODS, SERVICES, POINTS, AND REWARDS OBTAINED THROUGH THE PROGRAM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY, PAIN AND SUFFERING, EMOTIONAL DISTRESS, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, LOSS OF DATA, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

Because some states or jurisdictions do not allow the exclusion or the limitation of liability for consequential or incidental damages, in such states or jurisdictions, the Fleet Feet Parties’ liability shall be limited to the maximum extent permitted by law.

## **Other Terms**

Fleet Feet reserves the right to interpret these terms and other associated rules and policies. All such decisions by Fleet Feet are final and conclusive in each case.

The Fleet Feet Parties are not responsible for Points or Rewards that are lost, delayed, or misdirected by email or otherwise.

Sale or barter of Points, Rewards, or other benefits and offers is prohibited. Membership in the Program may not be used for reselling or profit.

You are solely liable for any applicable federal, state, or local income, sales, use, or other taxes arising out of the accrual or use of Points and Rewards.

Fleet Feet can delay enforcing its rights under these terms without losing them. In addition, Fleet Feet's failure to exercise its rights on any one occasion, or even on more than one occasion, does not constitute a waiver of its rights for any future occasion. All waivers must be in writing.

Participation in the Program is void if prohibited by law in the jurisdiction in which you reside.

If a court of competent jurisdiction or any government agency determines that any provision of these terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these terms. However, all other provisions will remain in full force and effect.

These Terms of Use supersede all previously published Terms of Use in their entirety. Together with the General Terms and the Privacy Policy, these Terms of Use contain the entire understanding between members and Fleet Feet.

All matters relating to the Program, these terms, any separate agreements between you and Fleet Feet, and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the laws of the State of North Carolina without giving effect to any choice or conflict of law provision or rule (whether of the State of North Carolina or any other jurisdiction) and must be brought exclusively in a court having jurisdiction for Raleigh, North Carolina. You consent to the exercise of exclusive jurisdiction by Fleet Feet and exclusive venue in such courts. Any claim brought by you in connection with the Program may not and will not be made the subject of a class action. To the fullest extent allowable by applicable law, you and Fleet Feet waive the right to a jury trial.