



## TERMS AND CONDITIONS

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

### EFFECTIVE DATES OF THE FRY'S COMMUNITY REWARDS PROGRAM

The Fry's Community Rewards Program herein referred to as "FCR" will commence and become effective September 1, 2015, or the date the application is processed, whichever is later and will terminate on August 31, 2016 (the "term") and may be extended at the discretion of Fry's Food Stores.

### PROGRAM TERMS AND CONDITIONS

Subject to the terms and conditions hereof, Fry's will contribute to Eligible Nonprofit 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 Nonprofit Organizations:** Eligible Organizations (see Tax Forms for the FCR Program) located in Arizona and have submitted an enrollment application and have agreed to all Terms & Conditions and received confirmation from Fry's.

**Eligible Participants:** Eligible Participants shall be Fry's V.I.P. Card holders who are 18 years of age or older and who are legal residents of the city or state in which the Eligible Organization is located or who have either identified themselves as a participant of the Eligible Organization. These are only participants, family and friends of Eligible Nonprofit Organizations.

**Eligible Purchases:** Eligible Purchases shall consist of those retail purchases made at any Fry's Food Store by an Eligible Participant who presents a Fry's V.I.P. 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 Fry'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 FCR. Only participants, family and friends are eligible to participate in your organization.
- 3.) Eligible Organizations are prohibited from soliciting in front of or inside any Fry's Grocery Store, Fuel Center or public event.
- 4.) This is a stand-alone rebate program and any attempt by an organization to combine this program with any other Fry's affiliated rebate or discount program could result in exclusion from FCR.
- 5.) All proceeds derived from FCR must be used for charitable purposes within the community Fry's serves and cannot be used for political, legal or staff salaries. Fry's 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 staff salaries.
- 6.) No person is required to make payment of any kind in order to be issued a Fry's V.I.P. Card.

- 7.) More than one Fry's V.I.P. Card when linked together is considered a household. If a participant is issued a replacement Fry's V.I.P. Card, it is the responsibility of the participant to confirm that the card is linked properly and/or re-enrolled the new Fry's V.I.P. Card in the FCR 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.) Fry'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.) Rebates will be paid and mailed only to the Organization identified on the Program Enrollment Application via check within one month of the close of each cycle. Rebates are paid out in **December, March, June and September.**
- 3.) Minimum cycle rebate payout is \$25 per organization. In the event that an organization earns less than \$25 in a cycle, Fry's will hold the amount until the next cycle that the rebate exceeds \$25 or the end of the program term, whichever comes first.
- 4.) The amount of the rebate to be paid to an Eligible Organization at the end of each three-month period shall be determined in accordance with the following scale:
  - a. Fry's limits its maximum annual contribution to \$2,000,000 and its cycle contribution to \$500,000 to be distributed among all participating Eligible Organizations.
  - b. Fry's limits a participating organization's earned contribution to \$50,000 a cycle.
  - c. Minimum cycle payout is \$25 per organization. In the event that an organization earns less than \$25 in a cycle, Fry's will hold the amount until the next cycle that the rebate exceeds \$25 or the end of the program term, whichever comes first.
  - d. Your cycle rewards check will be mailed within 30 days after the close of each cycle.

Fry's reserves the right to evaluate the Program during the Term and to unilaterally modify the Program at any time and without any advanced 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. Fry'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 FCR AND AGREE TO COMPLY WITH AND TO BE BOUND BY SAID TERMS AND CONDITIONS.**

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

**AUTHORIZED REPRESENTATIVE:** \_\_\_\_\_

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

**Fry's Food Stores/ Consumer Services Department, 500 S. 99<sup>th</sup> Ave. Tolleson, AZ 85353**  
**Phone: 1-800-828-5235 option 2**  
**Fax: 623-907-4072**