

# **Crunchi Insider Rewards Program**

## **Terms and Conditions**

Crunchi, LLC (“Crunchi”) reserves the right to change the terms or cancel the Crunchi Insider Rewards Program (“Rewards Program”) anytime.

These terms and conditions contain a dispute resolution provision below requiring use of arbitration on an individual basis to resolve disputes rather than jury trials or class actions.

Membership automatically renews unless canceled.

[Cancel membership and recurring payments here](#) or call (888) 831-3133. Unless you cancel at least 3 days before renewal date, your membership will automatically renew and you authorize us without notice, except where required by law, to charge the payment method on file to collect applicable fee and taxes.

No refunds for membership fees after recurring charge is processed. All applicable Rewards Program benefits will be provided until the effective date of cancellation.

### **Membership and Enrollment**

You must be at least eighteen (18) years of age to register in the Rewards Program. Membership is personal, non-transferable and non-sellable and is limited to one individual per account. To enroll and use benefits, you must be a Crunchi Client and provide a valid email and payment card for recurring payments. Crunchi may refuse any membership enrollment in our sole and absolute discretion.

You must provide and maintain accurate and current information. See our [Privacy Policy](#) regarding use of personal info.

### **Membership Fees and Renewal**

Membership fees plus applicable taxes are charged upon enrollment and renewal and are subject to change. Notice of changes of fees will be provided by email. Changes apply to new and existing members unless membership is canceled. If your payment method on file is declined, your membership will be placed on hold and benefits suspended. If details of your payment method change, your card issuer may provide us with updated details that we may use to charge your membership fees to help prevent an interruption in benefits. Upon the successful charge to a new payment method, your membership will be reactivated and the new membership period will be based on the date of the successful charge. Your membership will be terminated at the end of the then-current term if we are unable to charge your payment method.

## **Membership Benefits**

Some benefits may require purchase thresholds, have quantity or shipping address limitations or require members to meet specified criteria.

### *Welcome Gift*

Upon your successful enrollment in the Rewards Program and an initial purchase at the time of enrollment, you will receive a fantastic welcome gift.

### *Crunchi Cash*

You will receive Crunchi Cash in the amount of ten percent (10%) of the cash purchase price of all orders you place.

Let's assume that you have \$50 of Crunchi Cash in your account. Your next order totals \$120.00. When you apply your \$50 of Crunchi Cash, the remaining balance of the purchase is \$70.00. You will earn 7 dollars of Crunchi Cash (10% x \$70.00) from this purchase.

The award of Crunchi Cash may exclude sale and promotional items and gift cards. Rewards program benefits are not combinable with other offers. Crunchi reserves the right to apply the 10% Crunchi Cash credit to qualifying items in any order within the transaction.

All accrued Crunchi Cash in your account will automatically expire ninety (90) days after it is awarded to your account. Expired Crunchi Cash may not be restored to your account under any circumstances.

### *Redeeming Crunchi Cash*

You may redeem Crunchi Cash at any time to make a purchase from Crunchi.com subject to these Terms and Conditions. Crunchi Cash can be redeemed for any amount, up to the purchase price of a desired item or items. There is no cap on how much Crunchi Cash you can redeem at one time, up to the total product cost of the purchase.

### *Other Benefits*

Other benefits of the Rewards Program include:

- ★ early access to new and exclusive products before other Clients receive notice;
- ★ exclusive promotional opportunities four times per year!

### **Becoming a Crunchi Advocate**

If you choose to become a Advocate in the future, upon entering into the Advocate Agreement with Crunchi, you will immediately cease to be a Participant of the Rewards Program, your Crunchi Cash will immediately convert to Crunchi Credit, and these Terms will not apply to you as a Crunchi Advocate.

### **No Currency Exchange**

No currency exchange is applied to the value of Recipients' purchases. All purchases are calculated in U.S. Dollars.

### **Viewing Crunchi Cash**

You can view and track your current Crunchi Cash balance, as well as any activity and available rewards options, by logging into your Crunchi account.

### **Return of Products**

If you return any product that was purchased in whole or in part by redeeming Crunchi Cash, Crunchi will credit to your account the amount of Crunchi Cash that was used for that purchase.

### **Modifications, Notices and E-mail Communications**

We may notify you of updates to these terms for Rewards Program, at our discretion, except as required by law, by email, regular mail, posting on Crunchi.com or through any other reasonable means, including posting updated Rewards Program Terms and Conditions to Crunchi.com. Except as required by law, Crunchi will give Rewards Program notices by email or other method selected by Crunchi. Continued participation following updates constitutes notice and acceptance of updates. By providing your email address you agree to allow Crunchi to send you emails about your account, as well as promotional emails about Rewards Program and other Crunchi offerings. If you no longer wish to receive future promotional emails from us, you can call (888-831-3133, mail us at Client Services, 1239 SE Indian St., Suite 112, Stuart, FL 34997, or follow the link to unsubscribe at the bottom of our emails.

### **Termination**

Crunchi may suspend or terminate any Rewards Program account for any reason at our

discretion. Membership fees will not be refunded if Crunchi believes a member has abused privileges or violated terms of Rewards Program. Crunchi may terminate Rewards Program, or any benefit thereunder, at any time, for any reason, by providing notice in accordance with these terms. Upon termination, Crunchi may elect to maintain benefits until expiration of membership terms or refund a pro rata portion of membership fees.

### **Participation Is at Your Sole Risk**

The Rewards Program and its benefits are provided on a strictly "as is" and "as available" basis.

Crunchi makes no warranty (express or implied, including any implied warranties of merchantability, fitness for a particular purpose or arising from course of performance) with regard to Rewards Program or its benefits, including no warranty as to results from use of Rewards Program. Crunchi, its affiliates and partners ("Crunchi parties") are not liable for any damages (direct, indirect or otherwise) under any theory of liability arising from use or operation of Rewards Program, or with unavailability of any Rewards Program benefits, even if advised of the possibility of such damages. Liability of the Crunchi parties, in the aggregate, shall not exceed fees paid by the member for that member's current membership.

No advice or information from or through Crunchi or any of its employees or Advocates shall create any warranty. Some jurisdictions may not allow exclusion of certain damages and implied warranties, so some of these exclusions may not apply to you.

### **Dispute Resolution**

Except for disputes that qualify for small claims court, all disputes arising out of or relating to these terms or any aspect or any aspect of the relationship between you and Crunchi (or its suppliers or vendors) whether the dispute is based on contract, tort, statute, fraud, misrepresentation or any other legal theory, will be resolved in final, binding arbitration before a neutral arbitrator instead of in court by a judge or a jury. You agree that Crunchi and you each waive the right to trial by a jury and that the Federal Arbitration Act (FAA) and federal arbitration law, not state law, govern the enforceability of this dispute resolution provision. You also agree that any arbitration under these terms will take place on an individual basis; class action arbitrations and class actions are not permitted; and you agree to give up the ability to bring or participate in a class action.

For any and all disputes or claims you have, you must first give Crunchi an opportunity to resolve your claim by sending a written description of your claim to Crunchi at this address:

Crunchi, LLC

1239 SE Indian St.  
Suite 112  
Stuart, FL 34997

You and Crunchi each agree to negotiate your claim in good faith. You agree that you may not commence any arbitration or court proceeding unless you and we are unable to resolve the claim within 60 days after we receive your claim description and you have made a good faith effort to resolve your claim directly with us during that time. If we are unable to resolve your claim within 60 days despite those good faith efforts, then either you or Crunchi may start an arbitration or small claims court proceeding.

Arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules (currently available by calling 1-800-778-7879 or clicking [here](#), as amended by these Terms. If AAA fails or declines to conduct the arbitration for any reason, we will mutually select a different arbitration administrator. If we cannot agree, a court will appoint a different arbitration administrator, but will not decide arbitrability or any other aspect of the parties' dispute (except if either party files a small claims court matter). We will pay or reimburse arbitration filing, administration and arbitrator fees. The arbitrator may award any individual relief a court of law could, including temporary, interim or permanent injunctive relief on an individual basis.

If a court or arbitrator finds in any action between you and us that any part of this arbitration agreement and class action waiver is unenforceable with respect to any claim, then the arbitration agreement and class action waiver will not apply to that claim, but they will still apply to any and all other claims that you or we may assert in that or any other action. If any other provision of this Dispute Resolution provision is found unenforceable, the other parts of it shall continue to apply. You reserve your ability to bring claims in small claims court to the extent of that court's jurisdiction. These terms, all transactions related to Rewards Program and all related matters are governed by the Federal Arbitration Act, applicable federal law and the laws of Florida, without regard to any conflict of laws rules.

### **Indemnification**

You hereby agree to indemnify, defend and hold the Crunchi parties harmless from any liability, loss, claim and expense (including reasonable attorneys' fees) related to or arising out of your violation of these terms.

### **Contact Us**

Please call (888) 831-3133 for assistance, including the cancellation of your membership. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, California 95834, or by phone at 1-916-445-1254.

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