

## **NEIGHBOR REWARDS TERMS AND CONDITIONS**

New Leaf Community Markets, Inc. developed the Neighbor Rewards Program (the “**Program**”) to show appreciation for our customers who shop with us and support the shared values of good food, wellness, community, and sustainability. By registering to participate in the Program, you acknowledge that you have reviewed these Terms and Conditions and agree to the following rules governing the Program.

### **NEIGHBOR REWARDS PROGRAM OVERVIEW**

The Program is a loyalty program sponsored by New Leaf Community Markets, Inc. (“**New Leaf Community Markets**”, “**we**”, “**our**”, or “**us**”), through which customers can earn and receive Points through qualifying purchases at our locations. Program participants (hereinafter, “**you**” or “**your**”), may earn and receive Points with the choice to redeem for Rewards or store them for later use. You can redeem your accumulated Rewards at a New Leaf Community Markets location. We may also offer opportunities for you to give your Rewards to a featured business or nonprofit organization. You can track Points and Rewards by signing into your account at [www.newleaf.com/rewards](http://www.newleaf.com/rewards).

### **PARTICIPATION DETAILS AND INFORMATION**

1. Participation in the Program is subject to these Terms and Conditions and any supplemental rules or policies (“**Program Rules**”) that we may adopt from time to time. The interpretation and application of the Program Rules are at our sole discretion.
2. We have the right to change, limit, modify, amend, or cancel the Program, Program Rules, Points, Program Rewards, participation requirements, etc. at any time, with or without notice. Any such changes will be posted on our website.
3. You are responsible for remaining knowledgeable as to any changes we may make to the Program, Program Rules, or to these Terms and Conditions, unless we are otherwise required to provide notice to you by law. The most current version of these Terms and Conditions will be available at [newleaf.com/rewardsterms](http://newleaf.com/rewardsterms) and will supersede all previous versions of these Terms and Conditions. By continuing to participate in the Program, you agree that you will be bound by these Terms and Conditions, unless some other action is required under applicable law.

### **NEIGHBOR REWARDS PROGRAM REGISTRATION**

1. Only individuals 18 years of age or older are eligible to participate in the Program. Each individual may maintain only one account. Households may share an account.

2. To earn and redeem Points and Rewards, you must be a registered customer of the Program (“**Enrolled Customer**”) as described in these Terms and Conditions. If at any time your registration is terminated, you will not be allowed to earn or redeem Points and may be required to forfeit any unredeemed Points.
3. To enroll in the Program:

When at one of our locations, type your mobile phone number into the pin pad at checkout and select “yes” when prompted to enroll. You may also enroll via SMS by texting “Rewards” to 54967. You will receive a text message on your phone with instructions to complete your text opt in. If you enroll by entering your mobile phone number into the pin pad at checkout, your Neighbor Rewards account will be automatically linked to the payment card you use to complete the purchase at that checkout (“Card Link”). Card Link enables all future eligible purchases to automatically accrue Points to your Neighbor Rewards account thereafter without needing to enter a phone number to begin future transactions. Card Link does not apply to purchases made with contactless payments (i.e., Apple Pay or Google Pay), gift card forms of payment, EBT, or payments made through Instacart.

If you are enrolling online, click on the “Login or Register” button at [www.newleaf.com/rewards](http://www.newleaf.com/rewards) and follow the onscreen instructions to complete your registration. You will receive a text message on your phone with instructions to complete your text opt in.

4. There is no fee for enrolling or participating in the Program. You accept and agree to these Terms and Conditions by submitting your registration to enroll in the Program.
5. Membership in the Program will remain active so long as your Program Enrollment is current and you are not in violation as defined in these Terms and Conditions.
6. We reserve the right to terminate your membership in the Program at any time based on violations of the Program Rules, Terms and Conditions, fraud, or violation of any laws or regulations in connection with the Program’s privileges. If your membership in the Program is terminated, you will forfeit your Points and Rewards.
7. You may terminate your participation in the Program at any time by notifying us by email at [neighborrewards@newleaf.com](mailto:neighborrewards@newleaf.com) of your intent to terminate. Your account will be terminated within 30 days of receipt of this notice.

## **EARNING POINTS**

1. Points can be earned by purchase of products at our New Leaf Community Markets locations, or through online delivery and pick up orders made through Instacart.

2. Periodically, we may provide the opportunity to earn additional Points through certain promotional offers for the Program as defined by the terms of the specific promotion.
3. Points cannot be earned on the purchases of alcohol, postage stamps, transit passes, bottle deposits, donations, taxes, delivery fees, classes, event fees, other service fees, or in-store services.
4. Points are based on net purchase amounts. Net purchase increments above \$0.50 will be rounded up to the next dollar. You will earn one (1) Point for every \$1.00 in net purchase amount, except for Wellness (Supplements and Body Care departments) products, which will earn two (2) Points for every \$1.00 in net purchase amount. You will also earn ten (10) Points for each purchase where a reusable bag is used with your purchases.
5. You can only earn, receive and redeem Points if you are an Enrolled Customer. Additionally, Points will be earned automatically if you use a payment card that has been successfully registered for Card Link. Your Neighbor Rewards account will be automatically linked to the payment card you use to complete the purchase at that checkout.
6. Points will begin accruing upon your enrollment date in the Program. ("Enrollment Date" is the day on which you become an Enrolled Customer.) Retroactive Points will not be awarded for purchases prior to the Enrollment Date.
7. Points are void if not obtained in accordance with these Terms and Conditions.
8. Your activity and Points will be recorded and tracked at the "Account Overview" section of [www.newleaf.com/account](http://www.newleaf.com/account).
9. You are responsible for ensuring the accuracy of your account and encouraged to check your account on a regular basis.
10. If you believe that Points were not properly earned, accrued or redeemed to/from your account, you must notify us at [neighborrewards@newleaf.com](mailto:neighborrewards@newleaf.com).
11. You are responsible for paying all federal, state, and local taxes related to Program Point redemption.

## **USING YOUR POINTS FOR NEIGHBOR REWARDS**

1. Points are redeemable only in increments of 500. For each 500 Points earned by you, you will receive a Reward value of \$5 to be used for redemption of purchases at our locations. We may also provide the opportunity for you to give the Rewards you accumulate to a featured business or nonprofit organization designated by us. Such gifts must be a minimum of \$1 and can only be effectuated in \$1 increments.

2. Rewards are not available for redemption until the next purchase made by an Enrolled Customer following the date the Points were earned. This restriction does not apply to any Rewards you give to one of the featured businesses or nonprofit organizations we have designated.
3. Rewards earned on your account may only be redeemed through purchases of products made at New Leaf Community Markets locations or given to featured businesses or nonprofit organizations that we designate. Rewards may not be redeemed for purchases of postage stamps, transit passes, bottle deposits, donations, taxes, delivery fees, classes, event fees, other service fees, or in-store services or for purchases made on Instacart.
4. During the checkout process, eligible Rewards can be redeemed by applying them to your purchase balance. Reward redemption for products purchases are final. If products are returned that were purchased using Rewards, the Rewards will not be restored to your account.
5. Unused Rewards will expire and be forfeited forty-five (45) days after the date of award.
6. If your account has been inactive for 180 days or more, any Points that were awarded on or after January 1, 2020 that have been stored and remain in your account will be forfeited without compensation, and you will not earn Rewards on these Points.
7. Rewards and Points have no cash value and are only redeemable for purchases at New Leaf Community Markets locations via the Program at the value rate determined by us. Rewards may also be given to featured businesses or nonprofits that we designate.

#### **RESTRICTIONS RELATING TO POINTS AND NEIGHBOR REWARDS**

1. Except for Rewards that you give to a featured business or nonprofit organization through redeeming them with us, Points and Rewards may not be transferred to another person.
2. Points and Rewards are not refundable; replaceable; or transferable for cash, credit, or other Points or Rewards under any circumstances unless otherwise stated by us in writing. Points and Rewards have no cash value and can only be used as redeemable or gifted to featured partners that we designate through the Gift It! program.
3. There is no maximum number of Points that you can accumulate in the Program.
4. You may not combine Points with other members' accounts.
5. If there is any abuse of the Program, failure to follow Program Rules, or any misrepresentation by you, all unredeemed Points shall be forfeited, no additional Points shall accumulate, and you will be removed from the Program.

6. Rewards earned in the Program may not be re-sold or exchanged for other goods or services.
7. Points and Rewards will be deemed to have been surrendered at redemption and no other offers will be honored.

#### **EXPIRATION AND TERMINATION OF POINTS AND REWARDS**

1. Points will expire on a first-earned, first-expired basis from the date in which they were earned in accordance with these Terms and Conditions. Rewards will expire on a first-earned, first-expired basis from the date on which they were earned in accordance with these Terms and Conditions. Points and Rewards will expire on the first calendar day following the expiration date.
2. Unredeemed Points and Rewards will be forfeited if the Program is terminated or if you are no longer an Enrolled Customer.
3. Any attempt to combine or sell Points or Rewards will result in your removal from the Program and forfeiture of all unredeemed Points and Rewards in participating Program accounts.
4. Any fraud or abuse related to the accrual or redemption of Points and Rewards will result in forfeiture of unredeemed Points and Rewards as well as cancellation of membership in the Program.
5. If your Points or Rewards are forfeited for any reason, we will not reinstate previous Points or Rewards to your Program account.
6. We reserve the right to take any other or additional action we deem appropriate in our sole discretion in the event we believe an Enrolled Customer has violated any of the Program Rules or used the Program in a manner inconsistent with these Terms and Conditions or any federal, state or local laws, statutes or ordinances.
7. Points and Rewards do not constitute property of an Enrolled Customer and may be revoked at any time by us as set forth herein.

#### **PROGRAM LIMITATIONS AND PRIVACY POLICY**

1. This Program is void where prohibited by law.
2. New Leaf Community Markets, its parent, affiliates, vendors and service providers make no claims, warranties, guarantees or representations of any kind, expressed or implied, with respect to Points and Rewards and shall not be liable for any loss, expense (including without limitation, attorneys or inconvenience) that may occur in the use of the Program.

3. By enrolling in the Program, you agree that you have read and understand our Privacy Policy, including our Notice of Financial Incentive if applicable. To learn how the personal information collected in connection with the Program may be used, read the Privacy Policy available at [newleaf.com/privacy/](https://www.newleaf.com/privacy/).
4. We are not responsible for any incorrect or inaccurate information supplied by you while participating in the Program or for incorrect or inaccurate transcription of information.
5. You consent by completing the Program Registration that New Leaf Community Markets may email you at the provided email address on file about updates relating to the Program.
6. You consent when you enroll in the Program at the pin pad that New Leaf Community Markets may text you at the provided mobile number on file about the Program. Our Mobile Text Terms of Use can be found at <https://www.newleaf.com/mobileterms/>.
7. You may change your contact preferences at any time at [newleaf.com/rewards](https://www.newleaf.com/rewards) and as further set forth in the Privacy Policy and Mobile Text Terms of Use. There are separate opt-ins for mobile and email communications.

## GENERAL TERMS AND CONDITIONS

1. We and our respective related companies, parents, affiliates, and respective agents and their agencies, suppliers and other companies involved in the development and execution of the Program (hereinafter collectively referred to as “Releasees”) are not responsible for problems related to any of the equipment or programming associated with the Program or utilized by you or any Enrolled Customer, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone or internet network or electronic transmission, for problems relating to computer equipment, software, inability to access the website, or for any other technical or non-technical error or malfunction. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL PROGRAM DAMAGES ARISING OUT OF THE PROGRAM, NEIGHBOR REWARDS, OR MERCHANDISE OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE TOTAL LIABILITY OF RELEASEES FOR ANY CLAIM ARISING OUT OF OR RELATING TO THE PROGRAM, REGARDLESS OF THE FORM OF ACTION, IS LIMITED TO THE GREATER OF \$100 OR THE EQUIVALENT AMOUNT OF POINTS OR REWARDS AT ISSUE. THE LIMITATIONS SET FORTH IN THIS SECTION DO NOT LIMIT OR EXCLUDE LIABILITY FOR GROSS NEGLIGENCE, FRAUD, OR INTENTIONAL MISCONDUCT, OR FOR ANY OTHER MATTERS IN WHICH LIABILITY CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW. ADDITIONALLY, SOME JURISDICTIONS DO NOT ALLOW**

**FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.**

2. New Leaf Community Markets, its joint ventures, officers, directors, employees, shareholders, agents, affiliates, parent companies, successors, assigns, and service providers, are not responsible for any products or services offered by any current, future or past Neighbor Rewards partners. You agree to rely solely on the manufacturers' warranties, if any, for any products redeemed through this Program. **TO THE FULLEST EXTENT ALLOWABLE BY LAW, NEW LEAF COMMUNITY MARKETS SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY NEIGHBOR REWARDS SUPPLIER, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.** Some jurisdictions do not allow limitations on how long any implied warranty lasts, so the foregoing limitation may not apply to you.
3. **Dispute Resolution / Binding Arbitration.** Please read the following section carefully because it requires you to arbitrate certain disputes and claims with us concerning the Program and limits the manner in which you can seek relief from us.
  - a) **Opt-Out.** You may opt-out of the arbitration procedures and waiver of class and representative proceedings by sending a written letter to **NeighborRewards@newleaf.com** and **legal@goodfoodholdings.com** within 30 calendar days of your original agreement to these Terms and Conditions (including the first time you sign-up to the Program). Such letter must include, at a minimum: (i) your name; (ii) your mailing address; and (iii) your request to be excluded from the arbitration procedure and waiver of class and representative proceedings specified in this Section. In the event that you opt-out consistent with these procedures, all other sections of these Terms and Conditions apply.
  - b) **Dispute Notice.** In the event of a dispute between you and New Leaf Community Markets, you or New Leaf Community Markets must first send to the other party a notice of the dispute that includes a written statement that sets forth the name, address, and contact information of the party giving it, the facts giving rise to the dispute, and the relief requested (the "**Dispute Notice**"). The Dispute Notice to us should be sent to **NeighborRewards@newleaf.com** and **legal@goodfoodholdings.com**. The Dispute Notice to you will be sent by certified mail to the most recent address we have on file or otherwise in our records for you, or via email if we do not have any such address on file. Within 60 calendar days upon either party receiving the Dispute Notice, the parties shall engage in a good faith informal dispute resolution conference, whether by phone, e-mail, or other channel as agreed between the parties. You and New Leaf Community Markets will work in good faith to schedule the informal conference at a mutually convenient time. If you are represented by counsel,

your counsel may participate in the informal dispute resolution conference, but you shall also fully participate in such discussions. The arbitrator may dismiss any arbitration brought without first proceeding through the informal dispute resolution conference. The statute of limitations and any filing fee deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

- c) **Arbitration Procedure.** In the event the parties cannot resolve the dispute via the informal dispute resolution procedures above, and except for small claims disputes in which you or New Leaf Community Markets seek to bring an individual action in small claims court located in the county where you reside or disputes in which you or New Leaf Community Markets seek injunctive or other equitable relief for the alleged unlawful use of intellectual property, you and New Leaf Community Markets each waive the right to a jury trial and to have any dispute arising out of or related to the Program resolved in court. Instead, all disputes arising out of or relating to the Program will be resolved through confidential binding arbitration held in Santa Cruz County, California in accordance with the Streamlined Arbitration Rules and Procedures (“**Rules**”) of the Judicial Arbitration and Mediation Services (“**JAMS**”), which are available on the JAMS website and hereby incorporated by reference. You either acknowledge and agree that you have read and understand the JAMS Rules or waive your opportunity to read the JAMS Rules and any claim that the JAMS Rules are unfair or should not apply for any reason. You and New Leaf Community Markets agree that the Program affects interstate commerce and that the enforceability of this Section will be substantively and procedurally governed by the Federal Arbitration Act, 9 U.S.C. § 1, *et seq.* (“**FAA**”) to the maximum extent permitted by applicable law. As limited by the FAA, these Terms and Conditions, and the JAMS Rules, the arbitrator will have exclusive authority to make all procedural and substantive decisions regarding any dispute and to grant any remedy that would otherwise be available in court; provided, however, that the arbitrator does not have the authority to conduct a class arbitration or a representative action, which is prohibited by these Terms and Conditions. The arbitrator may only conduct an individual arbitration and may not consolidate more than one individual’s claims, preside over any type of class or representative proceeding or preside over any proceeding involving more than one individual. You and New Leaf Community Markets agree that for any arbitration you initiate, you will pay the filing fee, unless otherwise required by law, and New Leaf Community Markets will pay the remaining JAMS fees and costs. For any arbitration initiated by New Leaf Community Markets, New Leaf Community Markets will pay all JAMS fees and costs. You and New Leaf Community Markets agree that the state or federal courts of the State of California and the United States sitting in Santa Cruz County, California have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. Any and all claims and judgments awarded during arbitration must be



limited to actual out-of-pocket costs incurred, and in no event shall attorneys' fees be recoverable. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions.

4. These Terms and Conditions constitute the entire agreement pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, and negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof the program, nor shall waiver constitute a continuing waiver unless otherwise expressly provided.
5. These Terms and Conditions and your use of the Program will be governed by and construed and enforced in accordance with the laws of California, without regard to conflict of law rules or principles that would cause the application of the laws of any other jurisdiction to apply. Any dispute between the parties that is not subject to arbitration or is otherwise subject to the disclaimers above will be resolved in the state or federal courts of California.
6. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.
7. Our designation of featured businesses and nonprofit organizations to which you can give Rewards does not constitute our endorsement of such businesses or organizations. We reserve the right to change or discontinue the option to give Rewards to featured businesses or nonprofit organizations at any time.

#### **ADDITIONAL INFORMATION**

1. The Program will continue until terminated by New Leaf Community Markets.
2. You may terminate your participation in the Program at any time by contacting us at **[NeighborRewards@newleaf.com](mailto:NeighborRewards@newleaf.com)**.
3. The Program and benefits are offered at our sole discretion. We are the final authority for membership, Reward issuance, and Reward adjustment determinations.
4. Noncompliance with Neighbor Rewards limitations set forth in these Terms and Conditions and Program Rules is a violation and may result in your removal from the Program and potential forfeiture of unredeemed points.
5. If you have any questions about the Program or otherwise need to provide notice to us, please contact us at **[NeighborRewards@newleaf.com](mailto:NeighborRewards@newleaf.com)**.

6. These Terms and Conditions are dated October 17, 2023.

### **Accessibility**

Consumers with disabilities may access these Terms and Conditions and other notices in an alternative format by contacting us at <https://www.newleaf.com/contact/>.

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