

Bird eClub Terms of Use

Earning Bird eClub Points

To ensure you receive credit for your Bird eClub transactions, please be sure to log in to your account when you visit Birdchannel.com. Bird eClub Members may track their summary online at www.birdchannel.com or by subscribing to receive the Bird eClub eSummary(sm). Bird eClub eSummary subscribers receive their summary and information every month, regardless of activity level. Your summary includes points earned, along with newsletters and special promotions.

If your account has no qualifying activity in any 30-day period, all points in the account will expire.. Qualifying activity is defined as redeeming any Bird eClub award or accruing points on any eligible Bird eClub activity.

Points will be credited only to the account of the Bird eClub member. Points will be credited within 24 hours of accruals of the points.

Except as otherwise explained below, Bird eClub points are not transferable and may not be combined among Bird eClub members, their estates, successors and assigns. Accrued points and awards do not constitute property of the member. Neither accrued points, nor awards are transferable by the member (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law

Bird eClub points are determined by the activity you participate in and the points are explicitly stated at the point of participation.

Only individual persons are eligible for Bird eClub program membership. Corporations or other entities are not eligible to become Bird eClub members or to accrue Bird eClub points. Only the member named on the account will be entitled to access account information.

Users are limited to one account per person. Any evidence of multiple or duplicate accounts will be removed without warning.

If your account has no qualifying activity in any 3-month period, all points in the account will expire. Qualifying activity is defined as redeeming any Bird eClub award or accruing points on any eligible Bird eClub activity.

Points will be credited only to the account of the Bird eClub member. Points will be credited within 24 hours of accruals of the points.

Points are redeemable for one account per person. You may have multiple pet profiles, but creating multiple accounts is not allowed.

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Bird eClub Award Conditions

To ensure you receive credit for your Bird eClub transactions, please log in to Bird eClub number when you participate in a Bird eClub activity. Birdchannel.com In its sole discretion, has the right to change the Bird eClub program rules, regulations, awards and special offers at any time with or without notice. This means that the accumulation of points does not entitle members to any vested rights with respect to such accumulated points, awards or program benefits. In accumulating points or awards, members may not rely upon the continued availability of any award or award level, and members may not be able to obtain all offered awards. Any award may be withdrawn or subject to increased points requirements or new restrictions at any time. Birdchannel.com may, among other things, (i) withdraw, limit, modify, or



cancel any award; (ii) change program benefits, participant affiliations, conditions of participation, rules for earning, redeeming, retaining or forfeiting points, or rules for the use of points Birdchannel.com reserves the right to end the Bird eClub program with 30 days notice. Birdchannel.com may amend its rules of the Program at any time without notice. Once points are redeemed for awards, all transactions are final. There are not any returns or exchanges allowed. Income tax liability on Bird eClub awards, if any, is the responsibility of the member.

General Bird eClub Conditions

At no time may Bird eClub points be purchased, sold or bartered. Any such points are void if transferred for cash or other consideration. Violators may be liable for damages and litigation costs, including Birdchannel.com attorneys fees incurred in enforcing this rule.

Birdchannel.com reserves the right to audit any and all accounts at any time and without notice to the member to ensure compliance with Bird eClub program rules and applicable conditions. In the event that an audit reveals discrepancies or violations, the processing of Bird eClub awards, points accrual and summaries may be delayed until the discrepancies or violations are resolved satisfactorily to Birdchannel.com. Pending such resolution, members may be prohibited from redeeming points for a Bird eClub award in Birdchannel.com's sole discretion.

If Birdchannel.com and/or any Bird eClub participant improperly denies a member points credit, awards, or some other benefit, the member's exclusive remedy shall be the issuance of the improperly denied credit, award or benefit if available, or such other alternative comparable benefit as determined by Birdchannel.com, which shall have no additional liability whatsoever. In no event shall Birdchannel.com or any Bird eClub participant be liable to any member, or anyone claiming through a member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Birdchannel.com or any Bird eClub participant acts or omissions in connection with the Bird eClub program. The Bird eClub is a virtual society and designed for fun, creativity and interaction. A virtual environment may not always reflect real world pet care and concerns, and should not be taken literally.