

PALMBEACH JEWELRY LOYALTY CLUB

Terms and Conditions

PLEASE READ THESE TERMS OF SERVICE CAREFULLY

General Information

This PalmBeach Jewelry Loyalty Club is brought to you by PalmBeach Jewelry. Participation and benefits shall be considered void where prohibited by law. Taxes may apply where required by law. Any tax liability connected with receipt or use of any Reward Gift Card is the participant's responsibility. PalmBeach Jewelry assumes no liability for any participation that contravenes the laws or regulations of his or her state. Your participation is subject to present and future program rules. Your participation is valid only at www.palmbeachjewelry.com. Points may be earned and redeemed on www.palmbeachjewelry.com.

Earning Loyalty Points

The PalmBeach Jewelry Loyalty Club is available to all PalmBeach Jewelry registered accounts. A participant will accumulate Loyalty Points for the following actions relating to his or her account.

10 points earned for every net \$1 spent, not including products returned, payment by gift card or Rewards Gift Card, price adjustments or purchase of PalmBeach Jewelry Buyers Club. If Easy Pay Plan is used, Loyalty Points are earned at the time of each credit/debit card payment for the amount charged to participant's credit/debit card. If participant defaults on Easy Pay payments, Loyalty Club account will be immediately suspended until balance is paid in full. Loyalty Points earned may be forfeited and/or Loyalty Club participation terminated at the sole discretion of PalmBeach Jewelry. If a product is returned, PalmBeach Jewelry will deduct the Loyalty Points awarded for the purchase of such product. If a product return results in a negative Loyalty Points balance PalmBeach Jewelry reserves the right to collect the value of the negative balance. point earned for each friend that visits the PalmBeach Jewelry site via a Facebook "Share".

1 point earned for each Tweet on Twitter about the PalmBeach Jewelry website or a PalmBeach Jewelry product, or for each share of the PalmBeach Jewelry website or a PalmBeach Jewelry product by e-mail, by using the special link on the PalmBeach Jewelry website.

1 point earned to follow PalmBeach Jewelry on Twitter, "Like" PalmBeach Jewelry on Facebook, "Share" a PalmBeach Jewelry product on Facebook, "Pin" PalmBeach Jewelry product on Pinterest, each by using the special link on the PalmBeach Jewelry website, or review a product on the PalmBeach Jewelry website.

20 points to sign-up for PalmBeach Jewelry emails or for each person you refer who signs up for PalmBeach Jewelry emails using the special link on the PalmBeach Jewelry website.

20 points when each non-existing customer referral makes his/her first purchase on palmbeachjewelry.com, after clicking on the link to PalmBeach Jewelry's site which was sent by you to him/her.

Members may not redeem or exchange accumulated Loyalty Points for cash. Loyalty Points hold no cash value and will not be returned to your account for returned product purchased with Reward Gift Cards. Loyalty Points are not transferable for any reason. Members may only earn points for one email address sign-up per account or participant. Loyalty Points can only be earned for one email address per referral. Loyalty points may only be earned and are not available for purchase.

Redeeming Loyalty Points

Loyalty Points may only be redeemed on www.palmbeachjewelry.com. Loyalty Points may only be redeemed for Reward Gift Cards in the minimum amount of \$5 toward future PalmBeach Jewelry product purchases. Unless otherwise indicated by PalmBeach Jewelry, Reward Gift Cards may be used in conjunction with discounts or offers granted by PalmBeach Jewelry. PalmBeach Jewelry may limit the number of Loyalty Points or Reward Gift Cards which may be redeemed at one time. Participants must accumulate 2,000 Loyalty Points before being eligible to redeem a \$5 Reward Gift Card. Participants with less than 2,000 Loyalty Points will not be able to redeem Loyalty Points until they have acquired at least 2,000 Loyalty Points. Participants wishing to redeem Loyalty Points will receive a \$5 Reward Gift Card for every 2,000 Loyalty Points. Reward Gift Cards can be used toward your next product purchase. The participant is solely responsible for updating the email address on file through your PalmBeach Jewelry account via palmbeachjewelry.com. PalmBeach Jewelry is not responsible for Rewards Gift Cards redeemed by any other authorized users accessing their account or replacing lost, stolen, or expired Reward Gift Cards. Loyalty Points will be deducted from the participant's account immediately upon redemption. Rewards Gift Cards are available for one time use and are valid for 30 days from redemption. Reward Gift Cards cannot be used toward prior purchases, for the purchase of PalmBeach Jewelry Gift Cards or PalmBeach Jewelry Buyers Club. Restrictions may apply. Loyalty Points are valid for 24 months from date earned and any remaining points will expire and be automatically forfeited and deducted from the participant's account upon expiration. Participants are responsible to check their account and notify PalmBeach Jewelry of any Loyalty Point errors within 30 days. Any points awarded in error are subject to correction by PalmBeach Jewelry without notice and PalmBeach Jewelry reserves the right to collect the cash value for any unearned points redeemed.

Account Information

Participants may view their account activity online at www.palmbeachjewelry.com/customer/account. The information you provide will be handled in accordance with the PalmBeach Jewelry privacy policy available at http://www.palmbeachjewelry.com/terms_use#privacy.

Termination

Participation in the PalmBeach Jewelry Loyalty Club is a privilege granted by PalmBeach Jewelry and as such can be suspended, revoked or terminated at any time by PalmBeach Jewelry for any reason. In the event of termination of your participation, all benefits including all earned Loyalty Points and other program benefits will automatically and immediately be forfeited.

Loyalty Club Changes

PalmBeach Jewelry reserves the right to vary any or all of the terms of the PalmBeach Jewelry Loyalty Club Program, to amend these Terms and Conditions, or to terminate the Loyalty Club, at any time without notice and without further obligations to members, including, but not limited to, modifications which: a) govern Loyalty Points earned on and after the date of the change; or b) change the value of already accumulated Loyalty Points. Notice of any such changes, amendments or termination will be provided to members via message or email, or by being posted on the PalmBeach Jewelry website and will be effective immediately, unless otherwise stated in such notification.

Eligibility

A valid email address must be provided including opt-in to promotional emails to participate. If at any point the participant opts-out from promotional emails, he/she will no longer be eligible for participation or be able to access your Loyalty Club Points account. Limit one account per person. PalmBeach Jewelry employees and wholesale customers are not eligible to participate in the PalmBeach Loyalty Club. PalmBeach Jewelry reserves the right to disqualify any person from participating if, at our sole discretion, that person appears to be violating these Terms and Conditions, manipulating the Program, making excessive returns or otherwise acting in a manner inconsistent with the Program's intent. If a participant is disqualified/terminated, he/she forfeits any existing Loyalty Club points and all outstanding Reward Gift Cards with a balance.

Other Terms

PalmBeach Jewelry is not responsible for lost, destroyed, stolen or expired Reward Gift Cards. Once issued, the value on a Reward Gift Card, active or expired, will not be credited back to your Loyalty Rewards Account Balance. The sale or barter of any Rewards Account Balance or any Reward Gift Card is prohibited. Events beyond PalmBeach Jewelry's control, such as computer equipment or electronic data transmission failure, which may materially affect our ability to perform, will allow us to suspend or terminate the Program. By participating in the Loyalty Club, you consent to the release of information to third parties to carry out the Program.

Governing Law

These Terms and Conditions are governed by Florida state law, without reference to it conflicts of law doctrine, as such law is applied to agreements entered into and performed entirely within such jurisdiction.