

Sun Basket Gift Card and Reward Terms and Conditions

Last updated: February 14, 2019

These Sun Basket Gift Card and Reward Terms and Conditions ("Gift Card and Reward Terms") set out the terms and conditions that apply to the purchase and redemption of any Sun Basket Gift Card and the redemption of any Sun Basket Reward (as defined in Section 4 below). Purchase, use or acceptance of a Sun Basket Gift Card or a Sun Basket Reward indicates your acceptance of these Gift Card and Reward Terms and the [Sun Basket Terms of Service](#), incorporated herein by this reference, so please read them carefully. If you don't agree to these Gift Card and Reward Terms and the Sun Basket Terms of Use, you may not purchase or redeem any Sun Basket Gift Card or Sun Basket Reward.

These Gift Card and Reward Terms are in addition to the [Sun Basket Terms of Service](#). Capitalized terms used but not defined in these Gift Card and Reward Terms will have the same meaning as in the [Sun Basket Terms of Service](#). If these Gift Card and Reward Terms expressly conflict with the [Sun Basket Terms of Service](#), these Gift Card and Reward Terms will govern, prevail and control.

OUR CUSTOMER SERVICE TEAM PRIDES ITSELF IN HELPING RESOLVE ANY ISSUES YOU MIGHT HAVE. PLEASE VISIT OUR HELP CENTER AT WWW.SUNBASKET.COM/HELP. THAT SAID, IF FOR ANY REASON WE AREN'T ABLE TO RESOLVE THINGS, PLEASE BE ADVISED THAT THE [SUN BASKET TERMS OF SERVICE](#) CONTAIN

PROVISIONS THAT GOVERN HOW DISPUTES BETWEEN US ARE RESOLVED. WE BELIEVE MEDIATION AND ARBITRATION ARE THE FAIREST AND LEAST EXPENSIVE APPROACH FOR BOTH OUR COMPANY AND YOU, AND AS SUCH OUR TERMS OF SERVICE INCLUDE A JURY TRIAL WAIVER AND A CLASS ACTION WAIVER.

1. Redemption; Balance.

Sun Basket Gift Cards and Rewards can only be used to redeem eligible goods in the currently available delivery locations in the United States from a Sun Basket Site, and Rewards have no retail value outside of the Sun Basket Site. Sun Basket Gift Cards and Rewards cannot be reloaded, resold, transferred for value or redeemed for cash (except, with respect to Gift Cards, as required by law). No portion of the balance on your Sun Basket Gift Card or Reward ("Sun Basket Balance") may be transferred to another Sun Basket account. No taxes are charged on the purchase of Sun Basket Gift Cards. Applicable taxes and shipping may be charged when Sun Basket Gift Cards or Rewards are redeemed. Certain products may not be available for purchase with a Sun Basket Gift Card or Reward.

Purchases made with your Gift Card or Reward will be deducted from your Sun Basket Balance. With respect to Rewards, deductions from your Sun Basket Balance may also be made in accordance with the program under which the Reward was issued. Any unused Sun Basket Balance will remain associated with your Sun Basket account but if a purchase exceeds your Sun Basket Balance, you must either

1) pay the remaining amount with a credit card (or other approved payment method) on a single transaction basis (after which you will not receive any further shipments until and unless you become a Sun Basket Registered User) or 2) become a Sun Basket Registered User in accordance with the [Sun Basket Terms of Service](#) and pay the remaining amount with a credit card (or other approved payment method). If you become a Sun Basket Registered User, your credit card (or other approved payment method) will be used to cover such excess amounts as well as recurring subscription fees (in addition to any applicable taxes and other charges). For more information about our subscriptions, cancellation policy and recurring charges please visit the [Sun Basket Terms of Service](#).

2. Limitations; Restrictions; Risk of Loss.

Gift Cards and Rewards are non-refundable. We are not responsible for any lost, stolen or destroyed Sun Basket Gift Card or Sun Basket Reward or use by someone other than yourself or the intended Recipient, so please keep your Sun Basket Gift Card or Sun Basket Reward safe.

These Gift Card and Reward Terms are subject to change without notice at any time and in our sole discretion. Sun Basket Gift Cards and Rewards are void where prohibited.

Use of Gift Cards or Rewards for unauthorized advertising, marketing, sweepstakes or other promotional or commercial purposes is strictly prohibited. Sun Basket Gift Cards or

Rewards may not be combined with promotional offers, other than promotional offers that affirmatively allow such use. Rewards may not be sold or otherwise transferred to any third parties. We reserve the right to refuse Sun Basket Gift Card sales to anyone and limit how many Sun Basket Gift Cards or Rewards an individual may purchase or redeem. If we suspect that a Sun Basket Gift Card or Reward is obtained, used or applied to a Sun Basket account (or your Sun Basket Balance is applied to a purchase) fraudulently, unlawfully or otherwise in violation of these Gift Card and Reward Terms, we reserve the right to void Sun Basket Gift Cards, Rewards or any component of your Sun Basket Balance, close your account, and bill alternative forms of payment.

3. Expiration.

Gift Cards don't expire or decrease in value if you don't use them. We don't charge activation, service charges or dormancy fees.

Rewards expire in accordance with the terms of the reward or similar program pursuant to which the Reward was provided; if such program did not provide for an expiration date, such Rewards will expire one year from issuance. In the event you close your account or your account is terminated by Sun Basket for failure to comply with its terms, Rewards will be forfeited in their entirety, and not available for redemption of any kind.

4. Rewards.

From time to time, you may be awarded with or receive "rewards," "promotional gift cards", "credits", "vouchers", "Groupons" or similar physical or electronic gift cards (or credits) that are given away free with a purchase, or distributed as a reward, incentive, or as part of a marketing, promotional, referral, customer loyalty or other program (collectively, "Rewards"). As a general matter, these Rewards shall have the same terms and conditions as the Gift Cards described here; however, Rewards may have expiration dates, delayed activation dates or be subject to additional restrictions or exemptions, in each case as provided (1) on the Rewards themselves, (2) in the terms of the program under which the Reward was issued, (3) in any packaging or other written or electronic materials that accompany such Reward, the related program or (4) in any applicable law. Without limiting the generality of the foregoing, Sun Basket Rewards includes any credit (including the related credit code and evidence thereof) for Sun Basket products or services or right to receive any Sun Basket products or services provided by an employer, insurer, wellness program or similar entity or program (whether provided for consideration or otherwise). Rewards are not gift cards, are not governed by gift card statutes, and do expire.