

Sycuan Market Rewards Mobile Application Terms and Conditions of Use

Last Updated March 18, 2024

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY.

BY ACCESSING OR USING OUR WEBSITES OR MOBILE APPLICATION YOU AGREE TO BE BOUND BY THESE TERMS OF USE AND ALL TERMS INCORPORATED BY REFERENCE. DO NOT USE OUR WEBSITE, MOBILE APPLICATION, OR ONLINE SERVICES IF YOU DO NOT AGREE TO ALL OF THESE TERMS.

These Terms and Conditions of Use ("Terms of Use") govern the relationship between Sycuan Tribal Development Corporation ("STDC," "we," or "us") and you with respect to creating an account, or your use of our website, mobile application, and other online or mobile services (collectively, the "Services"). We reserve the right to change or modify the Terms of Use at any time and in our sole discretion. If we make changes to the Terms of Use, we will provide you with notice of such changes, such as by providing notice through the Services or updating the "Last Updated" date at the top of these Terms of Use. By continuing to use the Services after such notice is provided, you confirm your acceptance of the modified Terms of Use. If you do not agree to the modified Terms of Use, you must stop using our Services.

1. ELIGIBILITY, REGISTRATION, AND ACCOUNTS.

You must be 18 years or older to use our Services. You represent and warrant that you have full power and authority to agree to these Terms of Use and that, in doing so, you will not violate any other agreement to which you are a party nor any applicable law or regulation. In order to use some features of the Services, including the Sycuan Market Loyalty Program and promotions, you will need to register for an account.

To register for an account, please visit us at the Sycuan Market and ask the cashier or staff for assistance in signing up. You must provide certain information about yourself, including, without limitation, your name, date of birth, and email address ("User Data"), and you must select a password. You acknowledge and agree that STDC will collect and store your User Data and that it may be used and shared in accordance with our [Privacy Policy](#). You agree to (a) provide accurate, current and complete information; (b) maintain and promptly update your account information; (c) maintain the security of your account credentials; (d) not share your account credentials with others; and (e) promptly notify STDC if you discover or otherwise suspect any security breaches related to the Services. You are solely responsible for the use of your account credentials and for all orders placed when using your account. You agree to, and release STDC from any liability in connection with, these activities. We reserve the right to suspend or terminate your account or ability to use our Services at any time, with or without notice to you. You may close your account at any time within the Sycuan Market Rewards mobile application, by visiting us in-store, or by contacting us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564.

2. PRIVACY POLICY

Please read our [Privacy Policy](#) for information about how STDC collects, uses, and discloses information about you.

3. LOYALTY PROGRAM, REWARD POINTS, AND PROMOTIONS

By signing up for an account, you are automatically enrolled in the Sycuan Market Loyalty Program (“Loyalty Program”). Sycuan Market Loyalty Program is a customer loyalty program that offers participants the ability to earn points with all qualifying purchases at Sycuan Market and Sycuan Square, excluding alcohol and tobacco. Participants can earn four (4) points (“Points”) for every whole \$1 spent on purchases of qualifying products, excluding alcohol, tobacco, and fuel. For each full gallon of fuel purchased, participants can earn ten (10) Points. STDC has the sole right and discretion to make the final decision on whether a purchase qualifies for earning Points under the Loyalty Program.

It is the participant’s responsibility to properly insert or scan their Loyalty Program card at the fuel pump or present their Loyalty Program card to a Sycuan Market cashier before paying. Processing of posting Points to a participant’s account is usually immediate but may take up to forty-eight (48) hours from the time the purchase was made and received by STDC. Participants are responsible for ensuring that their Points are properly credited. If proper credit does not appear on the participant’s activity statement, the participant should visit us in-store or contact us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564. No adjustments to a participant’s account will be made after fifteen (15) days from the actual purchase date, except at STDC’s sole and absolute discretion. Points subsequently determined, in the sole discretion of STDC, to be invalid, will be removed from a participant’s Points accumulation total.

Points calculations are based upon the net purchase amount paid for the qualifying products spent at checkout which does not include coupon savings, store discounts, other promotional offers or discounts, rebates applied at time of purchase, taxes, and any other savings or reductions from stated price or other add on costs. The net purchase amount of total qualifying products purchased will be rounded down to the nearest whole dollar before Points are calculated.

STDC reserves the right, in its sole discretion, at any time during the duration of the Loyalty Program, to: (a) change the number of Points awarded, or to award no Points, for any particular qualifying activity, (b) offer additional or new qualifying activities for a limited time or permanently, (c) delete any or all means to earn Points, (d) limit the number of times or frequency a participant may earn Points for engaging in a qualifying activity or engaging in the activity during a specific time period, (e) offer Points earning opportunities to select groups of participants, (f) set Points redemption thresholds, and (g) determine how and when Points may be redeemed for rewards or promotions. STDC reserves the right to modify the Sycuan Market Loyalty Program and/or to modify the Points balance held by any participant at any time and without notice.

Loyalty Program participants may check their current Points balance via the mobile application under the section Rewards & Points. Points earned through the Loyalty Program have no cash value and cannot be transferred, redeemed, or sold for cash. You understand and agree that we may set the Points conversion ratio for any rewards in our sole and absolute discretion and we may change such conversion ratio at any time throughout the Loyalty Program with or without notice. You further agree that you have no property, proprietary, intellectual property, ownership, or monetary interest in your Points, which remain STDC property at all times. Points can be exclusively redeemed at the Sycuan Market for promotional items or as in-store credit. Points cannot be redeemed for alcohol, tobacco, fuel, or cash. Other restrictions may apply. STDC reserves the right, in its sole discretion, to interpret and apply the policies and procedures communicated in these Terms of Use and Loyalty Program. All determinations

by STDC, including determinations of eligibility, and allocation of Points and Points redemption, shall be final and conclusive in each case, without the right of appeal. All Points redemptions for items are final.

By enrolling in the Loyalty Program, you consent to the collection, use, sale, sharing, and retention of your personal information in connection with the Loyalty Program. You agree that STDC may contact you using the contact methods you provided at sign-up with program information, promotions, special offers, and other marketing and transactional communications.

To apply a promotion code or Points to your order, you must present your Loyalty Program card to a Sycuan Market cashier prior to payment and indicate the promotion code or Points you would like to apply. Promotion codes are limited in nature and may expire or be discontinued with or without notice, after which they cannot be used for any order. We reserve the right to reject or cancel the use of a promotion code where fraud or misuse is suspected. You will have no claim against STDC in connection with such rejection or cancellation of a promotion code. Promotion code values may be adjusted if the total discount value is greater than the value of your order. STDC is not liable to any customer or household for any financial loss arising out of the cancellation or withdrawal of any promotion code or any failure or inability of a customer to use a promotion code for any reason. Promotion codes may not be copied, sold, or otherwise transferred. By using a promotion code, you warrant that you are the duly authorized recipient of it.

Any sweepstakes, contests, raffles, surveys, games, or similar promotions made available through the Sycuan Market Rewards may be governed by rules that are separate from or supplement these Terms of Use. If you participate in any promotions, please review the applicable rules. If the rules for a promotion conflict with these Terms of Use, the promotion rules will govern. Promotion codes may not be redeemed for cash and are non-refundable and non-transferrable. STDC reserves the right to modify, suspend, terminate, or alter the terms of any promotion code or promotion at any time. Promotion codes may not be reused in the event of a cancellation and/or refund. Promotion codes may not be applied towards taxes, fees, purchases of alcoholic beverages, fuel, or tobacco. Unless otherwise indicated, promotion codes are single use only and cannot be combined. Any use of promotion codes or reward Points is final and will not be refunded or returned. Other restrictions may apply.

4. ORDER AHEAD AND PAYMENT

The Sycuan Market Rewards mobile app offers an “Order Ahead” function, allowing users to pre-order select food items from Sycuan Market for convenient pickup.

We may establish limitations concerning use of the Order Ahead feature, including without limitation, individual or aggregate transaction limits on the dollar amount or number of orders you may make within certain time periods. We reserve the right to refuse or cancel an order for any reason including limitations on quantities available for purchase, inaccuracies, or errors in product or pricing information. We will attempt to contact you if all or any portion of your order is canceled or if additional information is required to accept your order.

By confirming your order at the end of the checkout process, you agree to accept and pay for the products, as well as all applicable taxes. Payments for all orders must be made in-store with a Sycuan Market cashier. It is the participant’s responsibility to present their Loyalty Program card to the Sycuan Market cashier before paying.

After placing a pickup order through Order Ahead, you'll receive an order confirmation via the mobile app. When your order is ready for pickup, you'll also receive confirmation through the app.

We aim to fulfill your order promptly, but do not guarantee that your order will be available for pickup on or by a certain time. Wait times may vary. STDC will not be liable for delays or the unavailability of items in your order at the time of pickup. STDC reserves the right to change or modify the Sycuan Market menu or alter menu prices at any time, and without notice.

5. COPYRIGHT COMPLAINTS

If you believe that anything on the Services infringes upon any copyright which you own or control, you may file a notification of such infringement with our Designated Agent as set forth below:

Name of Designated Agent: Mark Radoff, General Counsel
Address of Designated Agent: 2 Kwaaypaay Court, El Cajon, CA 92019
Telephone Number of Designated Agent: 619-445-4564
Fax Number of Designated Agent: 619-445-0238
E-Mail Address of Designated Agent: legalreview@sycuan-nsn.gov

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. You should note that if you knowingly misrepresent in your notification that the material or activity is infringing, you will be liable for any damages, including costs and attorneys' fees, incurred by us or the alleged infringer as the result of our relying upon such misrepresentation in removing or disabling access to the material or activity claimed to be infringing.

We may at our discretion suspend or terminate access to our Services and/or take other action against users, subscribers, or account holders who infringe the copyright rights of others.

6. MATERIALS AND TRADEMARKS

The information and materials provided through the Services, including any data, text, graphics, images, audio and video clips, logos, icons, software and links, and any intellectual property contained therein, (collectively, the "Materials") constitute the property of STDC or its licensors or suppliers. You are granted a limited, non-sublicensable license to access and use the Materials for your personal use; provided, however, that such license does not include the right to (a) use unauthorized data gathering or extraction methods, (b) access or use the Materials other than for their intended purposes, or (c) distribute, modify, transmit or publicly display the Materials without the written consent of STDC or its licensors or suppliers. The Materials and the selection, compilation, collection, arrangement and assembly thereof are protected by U.S. and international copyright, trademark, and other laws, and you acknowledge that these rights are valid and enforceable. You acknowledge that you do not acquire any ownership rights by accessing or using the Materials.

The trademarks, logos, and service marks displayed on the Services (collectively the "Trademarks") are the registered and unregistered trademarks of STDC and our licensors and suppliers. The Trademarks owned by STDC, whether registered or unregistered, may not be used in connection with any product or service that is not STDC's, in any manner that is likely to cause confusion with customers, or in any manner that disparages STDC. Nothing contained in the Services should be construed as granting, by implication, estoppel or otherwise, any license or right to use any Trademark without the express

written permission of STDC or our licensors or suppliers. The terms “Materials” and “Trademarks” as used in these Terms of Use do not include third-party trademarks, intellectual property, or other content or material owned by third parties and not covered under a license with STDC.

7. THIRD-PARTY CONTENT

We may provide third-party content on the Services as a service to those interested in this information. We do not control, endorse or adopt any third-party content and make no representations or warranties of any kind regarding such content, including without limitation, regarding its accuracy or completeness. You acknowledge and agree that we are not responsible or liable in any manner for any third-party content and undertake no responsibility to update or review such content. You access and use such content at your own risk.

Our Services allow you to access Google Maps. Please note that when you use Google Maps, you are subject to Google’s Terms of Service (available at the time of publication at <http://www.google.com/policies/terms/>), as amended by Google from time to time.

8. THIRD-PARTY PRODUCTS AND SERVICES

We may display advertisements and promotions from third parties on our Services or may otherwise provide information about or links to third-party products or services. STDC does not endorse or make any representations or warranties regarding any third-party products, services, promotions or vendors. Your business dealings or correspondence with, or participation in promotions of, such third parties, and any terms, conditions, warranties or representations associated with such dealings or promotions, are solely between you and such third party. We are not responsible or liable in any manner for any third-party products or services, for any loss or damage of any sort incurred as the result of any products, services, dealings or promotions or as the result of the presence of such third-party information on the Services.

9. FEEDBACK

You acknowledge and agree that any materials, including but not limited to questions, comments, suggestions, ideas, plans, notes, drawings, originals or creative materials or other information that you provide to STDC regarding our products or services are nonconfidential and shall become the sole property of STDC. We shall own exclusive rights, including all intellectual property rights, and shall be entitled to the unrestricted use and dissemination of these materials for any purpose, commercial or otherwise, without acknowledgement or compensation to you.

10. DISCLAIMERS

THE SERVICES AND MATERIALS ARE PROVIDED “AS IS” AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. TO THE FULLEST EXTENT PERMISSIBLE PURSUANT TO APPLICABLE LAW, STDC AND ITS AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS, SPONSORS AND AGENTS DISCLAIM ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, ACCURACY, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES THAT MAY ARISE FROM COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE. APPLICABLE LAW MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES; THUS, THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU. STDC AND ITS AFFILIATES, LICENSORS, SUPPLIERS,

ADVERTISERS, SPONSORS AND AGENTS DO NOT WARRANT THAT YOUR USE OF THE SERVICES WILL BE UNINTERRUPTED, ERROR-FREE OR SECURE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE SERVICES OR THE SERVER(S) ON WHICH THEY ARE HOSTED ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOU ASSUME ALL RESPONSIBILITY AND RISK FOR YOUR USE OF THE SERVICES AND YOUR RELIANCE THEREON.

11. LIMITATION OF LIABILITY

NEITHER STDC NOR ANY OF OUR AFFILIATES, LICENSORS, SUPPLIERS, ADVERTISERS OR SPONSORS, NOR OUR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, CONSULTANTS, AGENTS OR OTHER REPRESENTATIVES, ARE RESPONSIBLE OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF BUSINESS, LOSS OF DATA OR LOST PROFITS), UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY ARISING OUT OF OR RELATING IN ANY WAY TO THE SERVICES OR MATERIALS. YOUR SOLE REMEDY FOR DISSATISFACTION WITH THE SERVICES OR MATERIALS IS TO STOP USING THE SERVICES. THE SOLE AND EXCLUSIVE MAXIMUM LIABILITY OF STDC FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE) OR OTHERWISE, SHALL BE LIMITED TO FIFTY DOLLARS (\$50). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES; THUS, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. STDC, AS A WHOLLY OWNED ENTITY OF A FEDERALLY-RECOGNIZED INDIAN TRIBE IS AN ARM OF THE SYCUAN BAND OF THE KUMEYAAY NATION, AND IS CLOAKED WITH, AND COEXTENSIVELY SHARES THE TRIBE'S SOVEREIGN IMMUNITY FROM UNCONSENTED SUIT, WHICH IS EXPRESSLY ASSERTED HEREIN.

12. APPLICABLE LAW, VENUE, AND LIMITATION OF ACTIONS

STDC, AND THE SYCUAN MARKET ARE ENTITIES THAT ARE WHOLLY OWNED AND OPERATED BY A FEDERALLY-RECOGNIZED, SOVEREIGN, AMERICAN INDIAN NATION. THESE TERMS OF USE SHALL BE GOVERNED BY, CONSTRUED, AND ENFORCED IN ACCORDANCE WITH THE LAWS, CUSTOMS, AND TRADITIONS OF THE SYCUAN BAND OF THE KUMEYAAY NATION. REGARDLESS OF WHERE YOU ACCESS THE SERVICES, YOU AGREE THAT ANY ACTION AT LAW OR IN EQUITY ARISING OUT OF OR RELATING TO THE TERMS OF USE SHALL REQUIRE EXHAUSTION OF ANY TRIBAL REMEDIES, AND BE FILED AND ADJUDICATED IN SYCUAN TRIBAL COURT. YOU HEREBY IRREVOCABLY AND UNCONDITIONALLY CONSENT AND SUBMIT TO THE EXCLUSIVE JURISDICTION AND VENUE OF SUCH COURT OVER ANY SUIT, ACTION OR PROCEEDING ARISING OUT OF THESE TERMS OF USE.

13. INDEMNIFICATION

You agree to indemnify, defend, and hold STDC, the Sycuan Market, and our affiliates, licensors, suppliers, advertisers and sponsors, and our respective directors, officers, employees, consultants, agents and other representatives, harmless from and against any and all claims, damages, losses, costs (including reasonable attorneys' fees) and other expenses that arise directly or indirectly out of or from (a) your breach of these Terms of Use; (b) your activities in connection with the Services; (c) any User Content you post, store or otherwise transmit on or through the Services; (d) any feedback you provide; and (e) your violation of the rights of any third party.

14. TERMINATION

We reserve the right, without notice and in our sole discretion, to suspend or terminate your account or ability to use our Services at any time, with or without notice to you. You may close your account at any time within the mobile application, by visiting us in-store, or by contacting us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564.

15. SEVERABILITY

If any provision of this Agreement shall be deemed unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from these Terms of Use and shall not affect the validity and enforceability of any remaining provisions.

16. CONTACT US

If at any time you would like to provide feedback, need assistance, or are experiencing difficulties using our Services, please visit us in-store or contact us via email at marketrewardssupport@sycuanmarket.com or by phone at 619-445-4564. Lost or stolen Sycuan Market Rewards cards should be reported to Sycuan Market personnel immediately.