

**SIMAYOF REWARDS PROGRAM**  
**Terms and Conditions**

Participation in the Simayof Rewards Program constitutes acceptance of the following Terms & Conditions by each Simayof Rewards Member ("Member").

**MEMBER BENEFITS**

The Simayof Rewards Program provides participating Members with the following benefits:

- a. **Everyday Savings:** make a purchase at any Simayof location or online at Simayof.com and receive 30% off on Qualifying Purchases between \$1 and \$1,999; 35% off on Qualifying Purchases between \$2,000 and \$4,999; 40% off on Qualifying Purchases of \$5,000 or more. Discounts apply only to full retail price as reflected on the price tag. Everyday Savings can be combined with Cash Back or Reward Dollar Points but cannot be combined with any other offer or discounts.
- b. **Cash Back:** make a purchase at any Simayof store or online at Simayof.com and 1% Cash Back will be issued on your Rewards Account, redeemable beginning with your next purchase and on Qualifying Purchases only. Cash Back must be redeemed within 12 months after earned. There is no limit to the amount of Cash Back a Member may earn in the 12-month period. Cash Back is calculated on pre-tax amount. On trade-ins, Cash Back is calculated only on differential amount. On layaways, Cash Back is earned only when payment is completed. Cash Back is not redeemable for cash. Single-use only. At the expiration of the 12-month period, any unused amount will be forfeited. Cash Back can be combined with Everyday Savings, publicly advertised sales, and individual discounts. Cannot be combined with Rewards Dollar Club Points. Cash Back can be issued to prior customers who made Simayof purchases before October 31, 2009 and who become Members. Those prior customers must use the Cash Back by December 31, 2009 and towards a minimum purchase of at least 150% of the value of the Cash Back. For example, if a prior customer has \$100 Cash Back, it can be applied to a minimum purchase of \$150.
- c. **Reward Dollar Club:** make a purchase at any Simayof store or online at Simayof.com and earn Reward Dollar Points on your Rewards Account, redeemable beginning with your next purchase and on Qualifying Purchases only. **Silver Club:** spend a total of \$2,500 or more over a 12-month period and become a Silver Club member to receive 150 Dollar Points. **Gold Club:** spend a total of \$7,500 or more over a 12-month period and become a Gold Club member to receive three \$150 Dollar Points certificates for a total combined value of \$450 Dollar Points. **Platinum Club:** spend a total of \$15,000 or more over a 12-month period to become a Platinum Club member and receive three \$150 Dollar Points certificates and one \$450 Dollar Points certificate for a total combined value of \$900 Dollar Points. **Diamond Club:** spend a total of \$75,000 or more over a 12-month period and become a Diamond Club member to receive three \$150 Dollar Points certificates, three \$450 Dollar Points certificates and three \$900 Dollar Points certificates for a total combined value of \$4,500.

Dollar Points are redeemable as follows: each \$150 Dollar Points certificate is redeemable towards your next purchase of a minimum of \$750; each \$450 Dollar Points certificate is redeemable towards your next purchase of a minimum of \$2,250; each \$900 Dollar Points certificate is redeemable towards your next purchase of a minimum of \$4,500. The combined total of \$4,500 Dollar Points is redeemable towards your next purchase of a minimum of \$22,500.

The maximum amount of Dollar Points that can be earned and redeemed in any 12 month period is \$4,500 regardless of the number of purchases or amounts. If a Member upgrades a club level (i.e. Silver to Gold), any Dollar Points already earned will be applied against the Dollar Points to be awarded due to the upgrade. (i.e. if upgrade to Gold from Silver Member will receive a total of \$450 Dollar Points, not \$150 plus \$450 Dollar Points).

To illustrate, if you spend \$7,500 over a 12-month period, you reach the Gold Club Membership and will receive three \$150 Dollar Points certificates. You may use them all at the same time, for a total saving of \$450, and the minimum amount you would need to spend is \$2,250. Or you may decide to use only one certificate, for a saving of \$150, and in this case the minimum amount you need to spend is \$750. Or you may want to use two of them, for a total saving of \$300, and in this case the minimum amount you need to spend is \$1,500 (that is \$750 + \$750). In other words, each Qualifying Purchase amount of \$750 allows for the use of one \$150 Dollar Point Certificate.

Reward Dollar Points earned are redeemable beginning with your next purchase and on Qualifying Purchases only. Dollar Points must be redeemed within 12 months after they are earned. Any Dollar Points not used within 12 months will be forfeited. Dollar Points are calculated on the purchase price excluding tax and other fees/costs. On trade-ins, Dollar Points are calculated on the differential amount. On layaways, Dollar Points are earned only when payment is completed. Dollar Points are not redeemable for cash. Single-use only. Reward Dollar Points can be combined with Everyday Savings and publicly advertised sales. Cannot be combined with Cash Back, individual discounts, or outlet prices.

- d. **Refer a Friend:** send a friend to shop at any Simayof brick and mortar store and earn a one-time referral fee on his or her first purchase from Simayof for each friend you refer. Your friend must provide your Reward Card Member's full name, physical address, email address and Reward Card Number at the time of purchase in order to receive the referral fee. The referred person must be first time Simayof customer. The referral fee will be in amount equal to 2% on sales of finished jewelry, and 1% on sales of loose diamonds, watches and special orders. On trade-ins, referral fees are calculated only on differential amount. On layaways, referral fees are earned only when payment is completed. The calculation of referral fees is based on the purchase price and excludes payments for rush fees, special-order deposits, discounts, taxes, shipping charges and credit card fees. A check will be issued within 45 days after payment is received. Checks will be issued to the name of the Reward Card Members who made the referral and are not transferable or redeemable for cash. Member agrees to release Simayof from any and all liability and responsibility for checks not received based on incorrect or outdated information you or your referral provide or caused beyond the reasonable control of Simayof. Simayof shall not be responsible for lost, damaged, or stolen checks. Simayof shall issue 1099 federal tax form to applicable Members in accordance with federal law.
- e. **Special Offers:** receive special offers in store and in your email inbox, including coupons and discounts that are made available only to Simayof Rewards Members.

- f. **Membership Perks:** gifts, gift cards and discount coupons from participating vendors will be offered from time to time to Simayof Rewards Member based on our discretion. Perks may include for example restaurant gift cards, flower bouquets, chocolate boxes, tickets to shows and special events, airline tickets, and spa treatments.

#### **OTHER TERMS AND CONDITIONS**

- a. Member must provide a physical and valid email address to receive the benefits associated with the Program. No purchase is necessary and you must be 18 years of age or older to participate in the Program.
- b. Simayof Rewards membership is nontransferable and may only be used by an individual Member for the Member's personal benefit. Member benefits cannot be combined with benefits accrued by another Member. Simayof may request proper identification with regard to Simayof Rewards transactions. Member benefits cannot be applied retroactively to any prior purchases and are not refundable, non replaceable.
- c. Simayof is not responsible for lost or stolen membership cards.
- d. Member shall be responsible for maintaining accurate and updated personal information. Members may update their personal information online at [www.simayof.com](http://www.simayof.com). Simayof is not responsible for rewards or benefits that are not received as a result of Member's failure to update Member's personal information or other communication errors.
- e. "Qualifying Purchases" means a jewelry purchase in store or on line and excludes loose diamonds, watches, and special orders (items not in current inventory and/or custom-made items)
- f. We reserve the right to approve, deny or revoke Member participation in the Simayof Rewards Program to any individual for any reason whatsoever without liability.

#### **REWARDS ACCRUAL**

All Cash Back and Dollar Points Rewards accrual will be calculated based on Member's Qualifying Purchases and excludes purchases of gift cards, discounts and coupons, shipping charges, sales tax, and credit card fees. On trade-ins, reward accrual is calculated on the differential amount. On layaways, rewards accrual is earned only when payment is completed.

#### **PARTICIPATING STORES**

The Simayof Reward card is accepted at all Simayof locations and online at Simayof.com. If you purchased an item from one of our retail locations, you are bound to the policies of the individual store because each store is an independent legal entity under different ownership.

#### **MEMBER PRIVACY**

By becoming a Member of the Simayof Rewards program, you agree to receive advertising, marketing materials, and other communications from Simayof. Your personal information will be held in accordance with the Simayof Privacy Policy.

#### **MODIFICATION AND TERMINATION**

We reserve the right to modify, cancel and/or change the Simayof Rewards program Terms & Conditions at any time and without notice. This means, for example, that we may change the number of points earned for spending, or the number of points required to redeem rewards, impose caps on earning and/or redeeming points, cancel rewards, and or termination the Program. Use of Member's Reward card constitutes acceptance of any modification, change, or termination of the Program. The most current terms and conditions of the Program can be found at [www.simayof.com](http://www.simayof.com). Upon termination of the Program, Member shall forfeit all unredeemed rewards earned as of the termination date. Member may choose to opt out of the Program at any time; however, this may result in the forfeiture of accrued rewards. If you are dissatisfied with the Simayof Rewards Program, or with any its terms and conditions, your sole and exclusive remedy is to discontinue using the Simayof Rewards Program and Services.

#### **LIMITATION OF LIABILITY**

MEMBER EXPRESSLY UNDERSTANDS AND AGREES THAT IN NO EVENT SHALL SIMAYOF BE LIABLE FOR ANY CLAIMS, EXPENSES, COSTS, OR DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, COMPENSATORY DAMAGES, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF SIMAYOF HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE SITES OR REWARD SERVICES; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM THE SITES OR SERVICES; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA; (iv) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON THE SITES OR IN CONNECTION WITH THE SERVICES; OR (v) ANY OTHER MATTER RELATING TO THE SITES OR SERVICES. MEMBER HEREBY RELEASES SIMAYOF JEWELERS AND THEIR RESPECTIVE OFFICERS, SHAREHOLDERS, DIRECTORS, EMPLOYEES, AFFILIATED COMPANIES, PARENTS, SUBSIDIARIES, RELATED COMPANIES, AND AGENTS FROM AND AGAINST ANY AND ALL LIABILITY RELATING TO SIMAYOF REWARDS PROGRAM AND/OR THIS AGREEMENT.

#### **GOVERNING LAW, EXCLUSIVE VENUE AND MISCELLANEOUS**

The Member hereby agrees that by registering, using or participating to Simayof Reward Programs, all disputes, issues, and questions concerning the construction, validity, interpretation and enforceability of these Rules & Regulations, or the rights and obligations of Member and Simayof in connection with the Program, shall be governed by, and construed in accordance with, the substantive laws of the California applicable therein and all claims or lawsuits shall be brought exclusively in a court in San Francisco, California. If any provision of the Terms shall be unlawful, void or for any reason unenforceable, then that provision shall be deemed severable from the Terms and shall not affect the validity and enforceability of any remaining provisions. The Rewards Program is void where prohibited by federal, state or local law.