



## **Cool School Cafe®**

### **TERMS AND CONDITIONS**

PLEASE READ CAREFULLY. By reviewing these Terms and Conditions and clicking "I agree", you agree to the following rules governing the Cool School Cafe Program.

#### **Overview of Cool School Cafe**

The Cool School Cafe Program ("Program") is a K-12 foodservice loyalty program sponsored by RealTime Solutions ("Sponsor") through which K-12 Foodservice Operators ("Operators") may receive points by purchasing qualifying products from Member Manufacturers. The Operator may redeem points for relevant foodservice items ("Items") to enhance K-12 meal programs.

#### **Duration of Program**

The Program is ongoing over consecutive school years. The Sponsor reserves the right to shorten, modify, or cancel the Program at its discretion, at any time.

#### **Eligibility**

Participation in the Program is intended for Operators who make purchase decisions and are a K-12 school district in the U.S. As stated within Title 7, CFR Section 3016.36(c), Cool School Cafe Points and Program offerings adhere to procurement guidelines by directly benefiting the school meal program. Otherwise, void where prohibited by law.

#### **Enrolling in the Program**

Operators may enroll in the Program at [www.CoolSchoolCafe.com](http://www.CoolSchoolCafe.com) (the "Website"). To join, an Operator must click on the "Enroll Now" button on the main page and follow the instructions to create a Cool School Cafe account ("Account"). An Operator must have a unique, valid e-mail address to create an Account. Limit one Account per school district. Once Operators create an Account, they will be enrolled in the Program. The number of points collected by the Operator will be recorded and tracked in the Operator's online Account. By enrolling in the program, the Operator certifies that the membership and participation in the program does not violate any policies or guidelines of their employer. Enrollment is free and no purchase is necessary to enroll. Any changes to the Operator's Account information may be updated on the Website in the Operator's profile. To cancel an Account, the Operator may contact the Program support team. By enrolling in the Program, Operators are consenting to receive occasional e-mails, electronic newsletters or communications regarding the Program and its Member Manufacturers. Operators who have special contracts with the participating Member Manufacturers may be ineligible to earn points on those Member Manufacturers qualifying products.



### **Collecting Points**

Operators collect points by purchasing qualifying products from participating Member Manufacturers. When purchases have been completed, the simplest and most efficient way to verify purchases is to request velocity/usage report(s) from distributor(s) and email to [Support@CoolSchoolCafe.com](mailto:Support@CoolSchoolCafe.com). It is preferred that this report should include a summary of Operators' qualifying product purchases for the time period specified. The Program will also accept copies of individual distributor invoices. Operators can submit points by mail or email. Send Cool School Cafe® Checklist (optional) along with copies of purchase verification to:

*E-mail:* [Support@CoolSchoolCafe.com](mailto:Support@CoolSchoolCafe.com)

*Mail:* Cool School Cafe

PO Box 535

Becker, MN 55308

Once an Operator submits their deposit, the validation of the purchases and potential points earned are subject to verification by Cool School Cafe, whose decisions on the outcome are in its sole discretion and are final and binding. Points will not be awarded until after the verification process is complete. By participating in the Program, Operators authorize distributor usage reporting to be sent to Cool School Cafe on their behalf by their distributor, to accrue points for qualifying product purchases. Operators acknowledge that information disclosed by a distributor on their behalf may contain specific usage or purchase information pertaining to the Operator. If an Operator opts-in to automatic point deposits by providing their distributor account numbers, the Operator agrees to waive, release and hold all distributors harmless from any and all claims, causes of action, liability or demands of any kind relating to or arising from distributor's release and Cool School Cafe's use of the Operator's purchase information. Member Manufacturers and the Sponsor reserve the right to determine which products will be included as a participating product and eligible to earn points. Member Manufacturers and the Sponsor reserve the right to change the number of points awarded for purchases at any time during the Program. Points are non-transferable and may not be sold or combined with other Operators' Accounts. Any attempt to sell, combine or transfer points will result in disqualification from the Program and forfeiture of all points in any Operator's Account. Each Operator is responsible for ensuring the accuracy of his/her account and is encouraged to check their Account regularly. If an Operator believes that points were not properly accrued, the Operator must notify the Cool School Cafe support team within 15 days of the deposit entry date. Member Manufacturers and the Sponsor may offer special offers throughout the Program that may include bonus points or other additional incentives.

### **Redeeming Points**

Operators may redeem their points for Items listed in the "Shop" section of [www.CoolSchoolCafe.com](http://www.CoolSchoolCafe.com) ("Website"). The Website will list the Items and the corresponding point value required to redeem each Item. Operators may choose any Item still available for which they have accumulated sufficient points for redemption. Items available through the Program are exclusively beneficial to the nonprofit school foodservice operation and are in accordance with Title 7, CFR Section 3016.36(c).



The Sponsor reserves the right to modify the list of merchandise and other Items available for point redemption, as well as their corresponding point values, at any time during the Program without any notification. To redeem points, Operators navigate through the Items listed on the Website and click the image corresponding to the Item they wish to redeem, following the online instructions to complete the process. As part of the redemption process, they will receive a confirmation e-mail when applicable. E-mails will be sent to the e-mail address assigned to the Operator's Account. Operators are responsible for ensuring that their Account information is accurate and current. All point redemptions are final. Refunds, exchanges and other issues are governed by the vendors' terms and conditions applicable to the purchase and are not the responsibility of the Sponsor. When the Item has been ordered, the Operator's Account will be debited for the point value of the Item selected plus shipping/handling. Items will be shipped to a physical street address only within 4-6 weeks from order date. P.O. Boxes are not allowed. Items may be shipped separately. Truck shipment is required for some Items and Operators will be contacted for delivery arrangements. Damaged or defective Items need to be communicated back to the Sponsor within 10 days of receipt. With the redemption of points for Items, the Operator accepts and acknowledges that the Sponsor, agents and representatives of Sponsor; their parent companies, affiliates and subsidiaries; advertising, promotion and fulfillment agencies; and legal advisors are not responsible for and shall not be held liable for any injuries, losses or damages of any kind arising in connection with or as a result of an Item and the use or misuse of it. Reporting and payment of Federal, State and Local taxes are the sole responsibility of the Operator and the Operator agrees to hold the Sponsor of the Program harmless from liabilities. Operators are not subject to backup withholding due to failure to report interest and dividend income, and the Operator is either a U.S. citizen, or legal resident of the U.S.

### **General Terms and Conditions**

Sponsor reserves the right to modify any of the Terms and Conditions set forth herein – including, but not limited to, the duration of the Program, the eligible products to be purchased, the number of points associated with the purchase of eligible products or other activities, the number of purchases through which the Operator may collect points, the number of points that may be redeemed through the Program, and any of the options made available to Operators with respect to their Accounts, at any time, with or without notice, even though these changes may affect the Operator's ability to save or redeem points. The sponsor reserves the right to terminate the Program at any time, for any reason, with or without notice, even though the termination may affect the Operator's ability to save or redeem points. In the event of termination, Operators will have 30 days from the Program's termination announcement to redeem their points. Continued participation in the Program is acceptance of any changes to the Terms and Conditions listed.

The Operator is held responsible for staying current on the latest Terms and Conditions published. The current version will supersede all previously published versions. The privacy policy that can be accessed



on the Website informs how the Operator information collected will be used. The Sponsor reserves the right to terminate the participation of an Operator who is engaging in fraudulent activity or uses the Program in a manner inconsistent with the Terms and Conditions listed here or any federal, state, or local laws, statutes, or ordinances. In this such case, points saved may be lost and legal action taken. Website links provided are not controlled by the Sponsor, therefore accessing the other sites are at the Operator's own risk. Sponsor is not responsible for any policies of these other websites.

### **Limitation of Liability**

Cool School Cafe is not responsible for incorrect or inaccurate transcription of data, for problems related to any of the equipment or programming associated with the Program or utilized by the Operator, for any human error, any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for any problems relating to computer equipment, software, inability to access the Website or online service, or any other technical or non-technical errors or malfunctions.

Under no circumstances, including but not limited to negligence, shall any of the releases be liable for any direct or indirect, incidental, special or consequential damages coming from the Program, even if any or all of the foregoing or any of their authorized representatives have been notified of the possibility of such damages. If the Sponsor incorrectly disqualifies an Operator of points, liability will be limited to the equivalent number of points. By participating in the Program, an Operator agrees to waive any and all rights to bring any claim or action related to such matters in any forum beyond one year after the first occurrence of the kind of act, event, condition, or omission upon which the claim or action is based.

The Sponsor, its parent companies, affiliates and subsidiaries; advertising, promotion and fulfillment Agencies; Member Manufacturers; and legal advisors are not responsible for any products or services offered by the Items vendors. The Sponsor and its affiliates specifically disclaim any representations or warranties, express or implied, regarding the products and/or services offered by any Items vendors, including any implied warranty or merchantability or fitness for a particular purpose and implied warranties coming from the course of dealing or course of performance, to the fullest extent allowable by law. Operators participating in this Program solely agree to the manufacturers' warranties for any products.

As a condition of participation in the Program, Operators agree that any and all disputes, claims, and causes of action resulting out of or connected with the Program, or any Items obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration. Arbitration will take place in Sherburne County, Minnesota; any and all claims, judgments and Items shall be limited to actual out-of-pocket costs associated with participating in this Program, but in no event attorney's fees; and under no circumstances will the Operator be permitted to seek recovery for, and Operator hereby waives all rights to claim punitive, incidental and consequential damages and



any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.

The State of Minnesota laws will govern and be construed in accordance, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any jurisdiction other than the State of Minnesota, for all issues and questions concerning the development, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of the Operator and the Sponsor in relationship to the Program.

These terms and conditions govern the entire Program between the Operators and Sponsor. The information provided supersedes all prior agreements, whether written or oral, and no waiver of any of the provisions shall be deemed or shall constitute a waiver of any provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided.