



Cool School Cafe®

TERMS AND CONDITIONS

(Please Review Before Using www.CoolSchoolCafe.com)

Overview of the Cool School Cafe Program

The Cool School Cafe Program (the "Program") is a K-12 foodservice loyalty program sponsored by RealTime Solutions ("Sponsor") through which K-12 foodservice operators ("Operators") may collect non-monetary Points ("Points") by purchasing qualifying products from Member Manufacturers. Operators may then go to www.CoolSchoolCafe.com for instructions how to have their account credited with the Points they have collected. Operators may redeem their Points for relevant foodservice items ("Items") to enhance K-12 foodservice programs available at www.CoolSchoolCafe.com (the "Website"). Points have no cash value.

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

The Program is open to legal residents of the 50 United States (and the District of Columbia) who are 18 years of age and older at the time of enrollment. 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 foodservice program. Otherwise, void where prohibited by law.

Enrolling in the Program

Operators may enroll in the Program at www.CoolSchoolCafe.com (the "Website"). To join, an Operator must click on the "Join For Free" button in the center of the page and follow the online instructions to create a Cool School Cafe account ("Account"). Once Operators register, they will be enrolled in the Program. The number of Points collected by the Operator will be recorded and tracked in the Operators Account. An Operator must have a unique valid email address to create an account. Limit 1 Account per school district. The person who is the authorized email account holder of the email address indicated when registering for an Account will be deemed the participant. By enrolling in the Program, the Participant certifies that (a) he/she is authorized on behalf of the Operator to enroll the Operator in the Program (b) that the membership and participation in the Program does not violate any policies or guidelines of their employer and (c) that they have disclosed the participation and receipt of rewards to the Operator and received consent to participate and agree to these Terms and Conditions. Enrollment is free and there is no purchase necessary to enroll. Any changes to the Operator Account information may be updated on the website in the Operator's profile. To cancel an account, the Operator may contact the Programs support team. By enrolling in the Program, Operators are consenting to receive occasional emails, electronic newsletters or communications regarding the Program and its Member Manufacturers. Operators who purchase qualifying products and have special contracts or pricing or are under bid with the participating Member Manufacturers may be ineligible to earn Points on those Member Manufacturers products.

Collecting Points

Enrolled Operators collect Points by purchasing qualifying products from participating Member Manufacturers. When purchases have been completed visit the Website, login and click on the "Proof of Purchase Checklist" button on the left side

of the page. Complete and mail or email your Cool School Cafe Proof of Purchase Checklist along with copies of your Distributor Invoices or Distributor Usage Reports to:

Email: Support@CoolSchoolCafe.com

Mail: Cool School Cafe

PO Box 535

Becker, MN 55308

Once an Operator completes the deposit, the validation of the purchases and potential Points earned will be subject to verification by Cool School Cafe Customer Service 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. 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 Real Reward Cafe's use of the Operator's purchase information. Member Manufacturers and Sponsor reserve the right to determine which products will be included as a participating product and eligible to earn Points. Member Manufacturers and 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 Operator Accounts. Any attempt to sell, combine or transfer Points will result in disqualification from the Program and forfeiture of all Points in any Operators 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 day the deposit had been entered on the Website. Member Manufacturers and Sponsor may offer special offers throughout the Program that may include bonus Points or other additional incentives.

Redeeming Points for Relevant Items

Operators may redeem their Points for relevant foodservice Items of value listed in the "Redeem Points" section of the 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). Sponsor reserves the right to modify the list of Items available for point redemption, as well as their corresponding point values, at any time during the Program without any notification. To redeem Points, navigate through the Items listed on the Website. Click the image corresponding to the Item you wish to redeem and follow the online instructions to complete the process. As part of the redemption process, you will receive a confirmation email when applicable. Emails will be sent to the email address assigned to the Operator 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 amount of the Item selected plus shipping/handling. Items will be shipped to a physical street address only. P.O. Boxes are not allowed. Please allow 6-8 weeks for delivery. 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's support team within 15 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, 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 a redeemed 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 Condition

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. Sponsor reserves the right to terminate the Program at any time, for any reason, with or without notice, even though the termination may result in 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 will inform 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 releasees 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 amount 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.

Sponsor, their parent companies, affiliates, subsidiaries, advertising, promotion; and fulfillment agencies, Member Manufacturers and legal advisors are not responsible for any products or services offered by the Item suppliers/partners. Sponsor and its affiliates specifically disclaim any representations or warranties, express or implied, regarding the products and/or services offered by any Item suppliers/partners, including any implied warranty or merchantability or fitness for a particular purpose and implied warranties coming from 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, Operator agrees that any and all disputes, claims, and causes of action resulting out of or connected with the Program, or any rewards 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 rewards 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 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.