TERMS AND CONDITIONS

Kadence Box Referral Program

Last updated October 10, 2018

**INTRODUCTION**

These Referral Program Terms and Conditions (“Terms”) are applicable to your participation in the Kadence Box (“KB”) Referral Program (the “Program”). The Program allows Members to earn promotional credits (“Credits”) towards future boxes and purchases by referring their friends, family, or other individuals (“Prospective Members”) to KB.

By participating in the Program, Members and Prospective Members agree, without limitation or qualification, to be bound by these Terms, which are in addition and subject to our [**Terms of Service**](https://drive.google.com/file/d/1YUl73HJopT1NkCt1ROcDziWIwsghN0vw/view?usp=sharing) and [**Privacy Policy**](https://drive.google.com/file/d/1xF2I2OP-k5zA4-sazdm8GnSI2DLBHjRP/view?usp=sharing). Capitalized terms that are not defined herein will have the same meaning given to them in the Terms of Service. If you do not agree and abide by these Terms in their entirety you are not authorized to participate in the Program.

You are encouraged to periodically review these Terms to stay informed of updates. You will be deemed to have been made aware of, will be subject to, and will be deemed to have accepted the changes in any revised Terms by your continued use of the Site after the date such revised Terms is posted.

# HOW TO EARN PROGRAM CREDITS

To earn Credits, Members must be logged in to their Member account. The Member must share with the Prospective Member their unique Referral Link which can be found in their account login area or at the end of checkout.

Members will earn Credits towards future purchases of Products and Boxes if:

1. The Member is an Eligible Member (as defined below);
2. The Prospective Member subscribes to Kadence Box through the referral link and creates a valid Membership (during the same session) that complies with our Terms of Service; and
3. The Prospective Member completes a Qualified Referral (as defined below).

If the Prospective Member does not complete the sign up through the Member’s Referral Link the Member will be not be credited for that referral and will not be eligible for the Credit, even if the Prospective Member subsequently signs up for a Membership. For purposes of clarification, completion of sign-up in the same session means using the Referral Link provided by the Member and completing the sign-up process within a reasonable period of time and without the Prospective Member closing their Internet browser or pressing the back button.

Once a Prospective Member uses a Member’s Referral Link and successfully completes the signup process for a Membership, the Member may receive a communication from KB confirming that the Prospective Member has signed up. Such confirmation communication to the Member may include some of the Prospective Member’s personal information provided to KB, such as name and email address.

Once the Prospective Member completes a Qualified Referral, the referring Member will be credited with the Credit amount described in the referral invitation or accompanying promotional materials for each Qualified Referral. The actual Credit will be determined by KB, in its sole discretion, as specified on the Credits page. If the Credit consists of a credit to the Member’s account, such credit may only be applied in the amount specified by KB towards the Member’s purchase of future Products or boxes from KB. A Member may attain an unlimited number of Qualified Referrals, but any Qualified Referral shall be subject to review and/or verification at any time by KB and it is in the sole discretion of KB as to the legitimacy and validity of such Qualified Referral.

# ELIGIBLE MEMBERS

To be eligible for the Program and to receive Credits, a Member must:

1. Be a legal resident of the United States;
2. Be at least 18 years old;
3. Have provided the Prospective Customer with their correct unique Referral Link; and
4. Have a Membership account in good standing with KB.

Employees of the Company, its service providers or any of its or their subsidiaries, affiliates or promotional agencies, including immediate family and household members, are not eligible.

# QUALIFIED REFERRAL

Qualified Referral means that all the following conditions are met:

1. The Prospective Member completed the registration process for a recurring Membership using the Member’s Referral Link. If a Prospective Member registers for a Membership using any other link or method, the registration will not count as a Qualified Referral and the Member will not be rewarded a Credit;
2. The Prospective Member was shipped their first Box;
3. The Prospective Member was not previously registered with KB as a Member under any other email address or alias; and
4. The Prospective Member is (i) at least 18 years old; (ii) meets the eligibility requirements to become a Member; and (iii) has not unsubscribed from receiving communications from KB.

# SHARING REFERRAL LINKS

Referrals should only be used for personal and non-commercial purposes, and only shared with personal connections that will appreciate receiving these invitations. Invitation Links should not be published or distributed where there is no reasonable basis for believing that all or most of the recipients are personal friends or family. For example, Invitation Links should not be distributed via commercial websites (such as coupon websites or Reddit). Use of any automated system, script or macro to participate in the Program or generate Qualified Referrals is strictly prohibited. KB reserves the right to revoke or refuse to issue any Credit for Qualified Referrals that it suspects were generated through improper channels.

# SPAM

Bulk email distribution, distribution to strangers, or any other promotion of a unique referral link in a manner that would constitute or appear to constitute unsolicited commercial email or “spam” in KB’s sole discretion is expressly prohibited and is grounds for immediate termination of the Member, deactivation of his or her Referral Link, exclusion from the Program, and revocation of all related Credits.

# OTHER PROGRAM CONDITIONS AND LIMITATIONS

Members and Prospective Members may not participate in the Program where doing so would be prohibited by any applicable law or regulations. We reserve the right to modify or amend at any time these Terms and the methods through which any Credits may be earned. We reserve the right to disqualify any Member or Prospective Member at any time from participation in the Program.

No part of the Program is directed to persons under the age of 13.

IF YOU ARE UNDER 13 YEARS OF AGE, PLEASE DO NOT USE OR ACCESS THE PROGRAM AT ANY TIME OR IN ANY MANNER.

Credits have absolutely no monetary value and may not, under any circumstances, be redeemed for cash or any cash equivalent including but not limited to gift cards, certificates, or refunds. Company may cancel, amend or revoke the Credit at any time for any reason.

Credits are personal to the Member and are not transferable and may not be auctioned, traded, bartered or sold, whether by operation of law or otherwise. Upon termination of the Program or any portion thereof for any reason, or upon cancellation of a Member’s account for any reason, any unredeemed Credits (including without limitation any unapplied credits) accumulated by the Member are forfeited.

You cannot refer yourself to generate Qualified Referrals and earn Credits. Members may not participate with multiple or fake email addresses or accounts use fictitious identities or use any system, bot or other device or artifice to participate in the Program or earn Credits.

# DISCLAIMERS

KB disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Program, and reserve the right, in its sole discretion, to cancel, modify or suspend the Program should a virus, bug, computer problem, unauthorized intervention or other causes beyond KB’s control, corrupt the administration, security or proper play of the Program.

KB shall not be liable to any Member for failure to supply any Credit or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, tornado, tsunami, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties’ control.

# TERMINATION AND CHANGES

KB may suspend or terminate the Program or a user’s ability to participate in the Program at any time for any reason.

KB reserves the right to suspend accounts or remove Credits if it notices any activity that it believes is abusive, harassing, fraudulent, in violation of applicable law or regulation, or in violation of these Terms or the KB Terms of Service. KB reserves the right to review and investigate all referral activities and to suspend accounts or modify referrals in its sole discretion as deemed fair and appropriate.

The scope, variety, and type of services and Products that you may obtain by redeeming Credits can change at any time.

# UPDATES TO THE TERMS

KB may modify these Terms at any time, with or without notice, even though these changes may affect your ability to use the Program, subject to our compliance with applicable laws. The most current version of these Terms will be available on the KB website and will supersede all previous versions of these Terms.

# CONTACT US

If you have questions or comments concerning the Program, please contact us at:

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