

Sullivan's Scrap Metals Loyalty Rewards Point Program Rules

1. The program is open to individuals only. Businesses and non-profit entities are not eligible. Individuals must be 18 years or older and a resident of Pennsylvania to sell scrap metal at any of our Sullivan's Scrap Metal locations and to participate in our rewards point program.
2. Sullivan's Scrap Metals, Inc. reserves the right to amend, restrict, change or terminate the program at any time without notice (including the number of points necessary to redeem for merchandise and removing merchandise or other awards from the Program), and assumes no liability for amendment, restriction, change or termination. Any unredeemed Scrap Metals Loyalty Rewards Point System points are forfeited and not replaceable.
3. Sullivan's Scrap Metals, Inc. reserves the right to interpret all Program rules and its determination is final.
4. Participation in the Program may be revoked at any time due to failure to follow the terms of the Program or due to any misrepresentation or other fraudulent acts - in which case all Scrap Metals Loyalty Rewards Point System points may be forfeited.
5. Rewards may be subject to income or other taxes, which are the sole responsibility of the Participant, and not of Sullivan's Scrap Metals, Inc.
6. Sullivan's Scrap Metals Loyalty Rewards Point System points have no cash value and cannot be sold or transferred. Sullivan's Scrap Metals Loyalty Rewards Point System points are not redeemable for cash.
7. Sullivan's Scrap Metals, Inc. will make reasonable efforts to make Participants aware of Sullivan's Scrap Metals Loyalty Rewards Point System, but is not responsible for failure to do so.
8. By participating in this program, Participants agree to comply with all applicable rules, laws, and regulation, including these rules, or if participation in the Program could violate any applicable state or federal law, rule, or regulation, Sullivan's Scrap Metals may refuse to honor Sullivan's Scrap Metals Loyalty Rewards Point System points, or may otherwise restrict, modify, or terminate participation in the Program.
9. Should a Participant object to these rules, or any subsequent modifications thereto, or become dissatisfied with the Program, the only recourse is to immediately discontinue participation in this program.
10. **DISCLAIMER OF WARRANTIES.** The participant expressly agrees that use of any Sullivan's Scrap Metals Loyalty Rewards Point System points is at such Participant's sole risk. THIS PROGRAM AND ALL REWARDS OFFERED IN CONNECTION HERewith ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS. SULLIVANS'S SCRAP METALS MAKES NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES OR REWARDS OBTAINED THROUGH THIS PROGRAM OR THAT THE PROGRAM WILL OPERATE IN A TIMELY AND ERROR FREE MANNER; NOR DOES SULLIVANS'S SCRAP METALS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF REWARDS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED BY SULLIVANS'S SCRAP METALS OR ANY OTHER PERSON OR ENTITY.

SULLIVANS'S SCRAP METALS DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES,

INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SULLIVANS'S SCRAP METALS SHALL NOT BE LIABLE NOR RESPONSIBLE FOR THOSE GUARANTEES, WARRANTIES AND REPRESENTATIONS, IF ANY, OFFERED BY SULLIVANS'S SCRAP METALS PARTNERS, MANUFACTURERS OF MERCHANDISE OR SUPPLIERS OF SERVICES. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SULLIVANS'S SCRAP METALS THROUGH THE PROGRAM SHALL CREATE ANY WARRANTY NOT EXPRESSLY MADE HEREIN.

11. SULLIVANS'S SCRAP METALS SHALL NOT BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, RELATING TO THE PARTICIPATION OR INABILITY TO PARTICIPATE IN THIS PROGRAM. SOME STATES DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES; SO THE ABOVE LIMITATION OR EXCLUSION MIGHT NOT APPLY TO YOU. IN NO EVENT SHALL SULLIVANS'S SCRAP METALS'S LIABILITY, EITHER JOINTLY OR SEVERALLY, EXCEED THE AMOUNT OF \$1.

Sullivans's Scrap Metals is not responsible for any damages or losses that result from participating or inability to participate in the Program, or reliance on or use of information, services, or merchandise provided on or through the Program.

12. Each Participant agrees to indemnify and hold Sullivans's Scrap Metals, its affiliates, officers and employees harmless from any claim, demand, expense or damage, including reasonable attorneys' fees relating to use of this program.
13. You expressly agree that exclusive jurisdiction for any dispute with the Sullivans's Scrap Metals Loyalty Rewards Point System or in any way relating to your use of the Sullivans's Scrap Metals Loyalty Rewards Point System resides in the courts of the State of Pennsylvania and you further agree and expressly consent to the exercise of personal jurisdiction in the courts of the State of Pennsylvania in connection with any such dispute including any claim involving Sullivans's Scrap Metals, its employees, contractors, officers, directors and content providers. If any provision of these rules and regulations is found to be invalid by any court having competent jurisdiction, the invalidity of such provision shall not affect the validity of the remaining provisions of these Rules and Regulations, which shall remain in full force and effect.