

La Madeleine[®]

Card for the Cause[™]

Terms & Conditions

These terms and conditions (this "Agreement") govern the la Madeleine **Card for the Cause[™]** program. **Card for the Cause[™]** is a membership program brought to you by La Madeleine de Corps, Inc. wherein you can become a member of the program by purchasing and registering a **Card for the Cause[™]**. The purchase and registering of a **Card for the Cause[™]** ("Membership") subjects the purchaser or subsequent user, if purchased as a gift, ("you," "your," "yours," "Member") to the provisions of this Agreement.

1. BENEFITS

A **Card for the Cause[™]** entitles a Member* to the following benefits:

- (i) Membership in the **Card for the Cause[™]** program.
- (ii) 10% discount on eligible purchases, upon presentation and swiping of card through the point-of-sale system at time of purchase, for one (1) year from date of registration.

* "Member" means the individual who purchased the **Card for the Cause[™]** or the recipient of a **Card for the Cause[™]**, as a gift.

2. CERTAIN CONDITIONS

(a) For any Member to receive a discount on eligible purchases at any la Madeleine café the **Card for the Cause[™]** must be registered and active and the **Card for the Cause[™]** must be presented at the time of purchase by Member and swiped through the point-of-sale system. Members will not be reimbursed retroactively for purchases made prior to the registration and activation of the **Card for the Cause[™]** and the 1% donation will not be applied.

(b) Member's discount will not apply to the purchase of any of the following items: alcohol, in-store and online gift card purchases or purchase of a **Card for the Cause[™]**.

(c) Member's **Card for the Cause[™]** is only valid for eligible purchases at a la Madeleine café. Any orders placed on line or by phone, will require presentation of the **Card for the Cause[™]** at the time the order is picked up. Actual discount amount will not be supplied until such time as order is picked up and the **Card for the Cause[™]** is presented and swiped through the point-of-sale system. Please note that the original amount of your order, without the discount applied, may be authorized through your credit or debit card for up to twenty-four (24) hours.

(d) Members will receive the most favorable discount available for a particular product at the time of purchase. If a product is "on sale" and has already been discounted at a higher percentage than the Member discount, the "for sale" discount will apply. Member discounts will not be applied cumulatively or on top

of other discounts or deductions, such as associate discounts or “Pony Card” discounts, except where otherwise noted. Specific item discounts, such as an e-Club item discount, “buy one get one free” or item bundling pricing will be allowed and the discount will be applied to net price. However, in all cases, the **Card for the Cause**TM will still be swiped so that the 1% donation is applied.

(e) Member's discount cannot be used in conjunction with any discount coupons or with any corporate or prearranged group or organizational discounts, unless specifically stated. However, the **Card for the Cause**TM will still be swiped so that the 1% donation is applied where applicable.

(f) A **Card for the Cause**TM membership can be given as a gift at the time of purchase or shortly thereafter, but it is otherwise non-transferable. The **Card for the Cause**TM must be registered by the Member (see Member definition in paragraph 2). The use of a **Card for the Cause**TM by someone other than the Member is a violation of these Terms and Conditions, and La Madeleine reserves the right, at its sole discretion, to cancel any **Card for the Cause**TM which is used by someone other than the Member.

(g) We expect Members to submit and maintain accurate and current user information in connection with their Memberships. Such information includes name, address, email address, and telephone number. Members can change their account information and update their Member profile data at www.lamadeleine.com.

3. REGISTRATION OF CARD

Your **Card for the Cause**TM must be registered by going to www.lamadeleine.com. By registering your **Card for the Cause**TM, La Madeleine will be able to ensure 1% of your total purchase (with some exclusions, excluding taxes) is donated to The Susan G. Komen Breast Cancer Foundation, Inc., d/b/a Susan G. Komen for the Cure®*, every time the card is used. La Madeleine's program with Susan G. Komen for the Cure® may expire prior to your membership expiration. We will also be able to protect your **Card for the Cause**TM in the event that it is lost or stolen. La Madeleine will replace your **Card for the Cause**TM at the time you notify us of the loss. You may also view card savings at www.lamadeleine.com/save.

4. MEMBERSHIP FEE

The annual Membership fee is currently \$35. The fee is not refundable.

5. TERM

The initial term of a Membership shall commence on the date the **Card for the Cause**TM is registered and continue for 365 days thereafter unless you cancel your Membership or La Madeleine terminates your Membership before it expires. The donation to Susan G. Komen for the Cure® relating to your purchases using the **Card for the Cause**TM may end prior to the termination of your Membership.

6. CANCELLATION; TERMINATION

You may cancel your Membership at any time. The Membership fee for the **Card for the Cause™** is non-refundable. La Madeleine may terminate the card if it is misused, if the Member breaches the terms of this Agreement, or if it is reported lost or stolen.

7. MEMBER PRIVACY POLICY

As a Member, the information we capture will be subject to the la Madeleine Privacy Policy as amended from time to time in accordance with its terms. You may view the current version of the la Madeleine Privacy Policy at any time online at www.lamadeleine.com.

8. DISCLAIMERS; LIMITATION OF LIABILITY

(a) USE OF THE LA MADELEINE **CARD FOR THE CAUSE™** IS AT YOUR SOLE RISK.

(b) LA MADELEINE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

(c) LA MADELEINE MAKES NO WARRANTY THAT (i) **CARD FOR THE CAUSE™** WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE **CARD FOR THE CAUSE™** WILL MEET YOUR EXPECTATIONS.

(d) LA MADELEINE SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF LA MADELEINE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE **CARD FOR THE CAUSE™** OR ANY BENEFITS THEREOF; (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 VIA THE USE OF THE **CARD FOR THE CAUSE™**; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR **CARD FOR THE CAUSE™** DATA; OR (iv) ANY OTHER MATTER RELATING TO THE **CARD FOR THE CAUSE™** PROGRAM.

(e) SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

9. GOVERNING LAW

This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Texas, without regard to conflict of law principles.

10. BINDING ARBITRATION

Any controversy or claim arising out of or relating to this Agreement (including any breach thereof) or the **Card for the Cause**TM Program shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (including without limitation the Supplementary Procedures for Consumer-Related Disputes), and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated with any claim or controversy of any other party. The foregoing shall not preclude La Madeleine from seeking any injunctive relief in state or federal courts for protection of their respective intellectual property rights (including such rights of their respective licensors).

11. ACKNOWLEDGMENT

This Agreement, including all documents referenced herein, represents the entire understanding between us and any user of a **Card for the Cause**TM and supersedes any other agreements, statements or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of any terms.

12. CHANGES TO THIS AGREEMENT

We may change the terms of this Agreement at any time unless prohibited by law by posting a revised Agreement on the **Card for the Cause**TM member website located at www.lamadeleine.com. We may also notify Members of such change in writing either by regular mail or via email to the email address in the Member's account. Any change shall take effect immediately, unless otherwise provided. You may view the current version of this Agreement at any time online at www.lamadeleine.com.

This Agreement was last modified on 09/28/2009.

* Susan G. Komen for the Cure's promise is to save lives and end breast cancer forever by empowering people, ensuring quality care for all and energizing science to find the cures. For more information, please contact Susan G. Komen for the Cure® at 5005 LBJ Freeway, Suite 250, Dallas, Texas 75244 or visit www.komen.org. La Madeleine is not a professional solicitor for or an affiliate of The Susan G. Komen Breast Cancer Foundation, Inc. and receives no compensation from them as a part of this program.