



## The Heinemann Extra Credit Club

For every \$10 you spend online on Heinemann professional books or audiovisual materials, you will receive 1 point (or 1/10 of a point for every dollar spent). You will then be able to redeem these points at a 1 point per \$1 rate. For example, if you have earned 25 points, you may redeem those points for purchases through [books.heinemann.com](http://books.heinemann.com) that cost \$25 or less.

Your points correspond one-to-one with dollars. If you want to redeem points toward a \$15 item, and you have 18 points, the 15 points will be deducted from your account, and you will have 3 points left on which you can build. If you want to redeem your points toward an item that costs \$18.50, you will need to wait until you have earned the extra .50 points. If you have enough points to apply to your order toward free product, you will have the opportunity to apply those points during the Checkout process.

In addition to earning points, you will receive a 10% discount on all your online professional book and audiovisual purchases. This discount will be applied automatically to your order once you are logged in--either during the checkout process or before.

Periodically, throughout the year, you will be eligible for special discounts and promotions offered exclusively for Club members.

As a member, you can keep track of your account and the number of points you have by logging into My Account at [www.heinemann.com](http://www.heinemann.com).

Only orders placed through [www.heinemann.com](http://www.heinemann.com) will earn points.

You may use your points towards professional books and audiovisual materials. Points may not be used towards professional development offerings, *firsthand* materials, *Regie Routman in Residence*, *Fountas & Pinnell Leveled Literacy Intervention*, or *Fountas & Pinnell Benchmark Assessment* products.

Shipping will not be charged on your free materials, unless they are a part of an order that includes paid purchases. If free materials are included in a shipment with paid purchases, standard shipping rates will apply.

To join the club, you must agree to the terms below.

## **Terms of Agreement**

### **Heinemann Extra Credit Club**

#### COLLECTING AND REDEEMING POINTS

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We will attempt to credit your account with points on a timely basis. However, you have the responsibility of making sure that your points are properly credited. Please retain copies of your statements for your records. Any claim for points not credited accurately must be received by us within six (6) months of the date of claimed accrual of such points.

Except where required by law or provided for in these Terms of Agreement, points have no cash value.

Your points will expire if your account remains inactive (you do not buy any books from Heinemann or you do not redeem any points) for two years.

The Club is void where prohibited.

## PARTICIPATION IN THE CLUB

We reserve the right at any time to limit Club enrollment. We may discontinue your membership and void or cancel your entire points balance if any points in your account are issued, received, or redeemed through fraud or theft, or otherwise illegally, or not as authorized in these Terms of Agreement.

## MEMBER OBLIGATIONS

You agree not to misuse Club privileges by conduct which is detrimental to us, including without limitation: attempting to accrue points or redeem points in a manner inconsistent with our policies or the intent of these Terms of Agreement; having multiple accounts; making purchases on the behalf of other members; or participating in purchasing or redemption fraud. Points may not be shared or transferred.

## LIMITATION OF LIABILITY

NEITHER WE, OUR AFFILIATES NOR OUR PARTNERS NOR ANY OF OUR OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS SHALL HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIM, LOSS, INJURY, DAMAGE, DELAY, TRAVEL CANCELLATION, ACCIDENT, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES AND COSTS OF SUIT), NOR FOR ANY INCIDENTAL, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES OR DAMAGES (INCLUDING, WITHOUT LIMITATION, FOR LOSS OF OR DAMAGE TO REVENUE, PROFITS, SAVINGS, GOODWILL OR DATA) (COLLECTIVELY, "LOSSES AND DAMAGES"), DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATED TO (I) THESE TERMS OF AGREEMENT, INCLUDING, WITHOUT LIMITATION THE PRIVACY POLICY; (II) THE POINTS REWARD CLUB OR THE HEINEMANN.COM WEBSITE; (III) ANY FAILURE, DELAY OR DECISION BY US IN ADMINISTERING THE CLUB; (IV) ANY UNAUTHORIZED USE OF YOUR ACCOUNT OR ANY BREACH OF SECURITY BEYOND OUR REASONABLE CONTROL; (V) ANY OFFER, REPRESENTATION, STATEMENT OR CLAIM ABOUT THE CLUB; OR (VI) THE PURCHASE, REDEMPTION FOR OR USE OF ANY GOODS.

THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, NEGLIGENCE, TORT, STRICT LIABILITY OR ANY OTHER BASIS, EVEN IF WE OR OUR AFFILIATES OR OUR OR THEIR REPRESENTATIVES HAVE BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSSES AND DAMAGES, AND

WITHOUT REGARD TO THE SUCCESS OR EFFECTIVENESS OF OTHER REMEDIES.

#### NO WARRANTY

THE CLUB AND POINTS ARE PROVIDED "AS-IS," WITHOUT WARRANTY OR REPRESENTATION OF ANY KIND. WE DISCLAIM ALL WARRANTIES AND REPRESENTATIONS OF ANY KIND WHATSOEVER, WHETHER WRITTEN OR ORAL, EXPRESS, IMPLIED, STATUTORY, OR ARISING BY OPERATION OF LAW, COURSE OF DEALING, COURSE OF PERFORMANCE OR USAGE OF TRADE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, WITH RESPECT TO THE CLUB AND THE POINTS.

#### THE CLUB MAY BE SUSPENDED, CHANGED OR TERMINATED

We reserve the right, at our sole discretion, to suspend, change or terminate the Club, in whole or in part; to modify, limit or suspend the use of or redemption of points in any respect; to modify or change redemption procedures, including the number of points required for particular reward; to modify, limit or suspend the collection of points, including but not limited to imposing time limits and changes in point values. We may make these changes even though the changes may affect the value of points already accumulated at any time and from time to time.

You should not rely upon the continued availability of the Club, or any earning or redemption offers, merchandise or other offers made in connection with the Club. All merchandise and/or offers are available while supplies last and are subject to change and/or revocation without notice.

#### GOVERNING LAW

Your enrollment application and point earning and redemption claims under the Club or in connection therewith are subject to our verification and acceptance, which acts shall be deemed made, performed, transacted, and closed in New Hampshire. By participating in the Club, you agree that the laws of the State of New Hampshire, without regard to its conflict of laws rules, will govern these Terms of Agreement, as well as your and our observance of them.

If you have any questions regarding the Club we can be contacted at: [custserv@heinemann.com](mailto:custserv@heinemann.com).