

## **THE BRIGHT PATH STRONG REWARDS PROGRAM TERMS**

These Bright Path Strong Rewards Program Terms (“Program Terms”) were last updated on March 2, 2021. This Rewards Program is in no way sponsored, administered or endorsed by, or associated with, Facebook, Twitter, Instagram, or any other social network or platform. You understand that you are providing your information to Program Entities, and not to Facebook, Twitter, Instagram, or other social network or platform.

**PLEASE READ THESE PROGRAM TERMS VERY CAREFULLY. DO NOT ACCESS, USE, OR PARTICIPATE IN THIS REWARDS PROGRAM IF YOU DO NOT AGREE WITH (AND ACCEPT) ALL OF THE PROGRAM TERMS HEREIN, OR IF YOU ARE NOT ELIGIBLE OR AUTHORIZED TO PARTICIPATE. BY REGISTERING FOR A BRIGHT PATH STRONG ACCOUNT, OR ACCESSING OR USING ALL OR ANY PART OF THIS REWARDS PROGRAM, YOU UNCONDITIONALLY AND FULLY AGREE TO AND ACCEPT THESE PROGRAM TERMS AND PROGRAM ENTITIES’ DECISIONS, WHICH ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THIS REWARDS PROGRAM.**

These Program Terms govern your use and participation under this Rewards Program, including your use of any social media platforms, websites, and applications utilized to participate in the Rewards Program as well as those of the Program Entities’ websites, applications, social posts, emails, and any other communication that links to or references this Rewards Program. Welcome to the Bright Path Strong Rewards Program (“Rewards Program”). The Rewards Program allows eligible participants to participate in activities that will enable the accrual of heartbeats that may be used to claim rewards under this Rewards Program while helping to amplify Native American stories & voices.

### **ADMINISTRATOR AND SPONSOR**

The Sponsor and Administrator of this Rewards Program is Bright Path Strong, 358 S 700 E SUITE B, #316, SLC, UT, 84102 (referred to herein as “Administrator” or “Program Entities”).

### **ELIGIBILITY**

You must be a legal resident of the 50 United States (and the District of Columbia), and be at least sixteen (16) years of age at the time of account registration with a valid email address, to register for a Bright Path Strong account to participate in this Rewards Program and redeem reward item(s), and you may only enter from and in eligible jurisdictions. If you are between 16 and 18 years old, you may only participate in this Rewards Program under the supervision of your parent or legal guardian who agrees to be bound by these Terms. VOID IN PUERTO RICO, U.S. VIRGIN ISLANDS, AND OTHER U.S. TERRITORIES AND POSSESSIONS, AND WHEREVER PROHIBITED OR RESTRICTED BY LAW. You are not eligible to participate in this Rewards Program if you are, or if any immediate family member (parent, spouse, sibling or child) or any household member of yours is, an employee of any of the Program Entities, reward item providers, or their parent, subsidiary and affiliate companies, agents or suppliers. Administrator may request you or any participant to provide proof of eligibility. In the event of a dispute as to the identity of a participant, the authorized account holder of the Bright Path Strong account will be deemed to be the participant for the purpose of administering this Rewards Program. Claiming a reward item is contingent upon fulfilling all requirements set forth herein.

### **TIMING, ACTIVITY PERIODS, AND REDEMPTION PERIODS**

This Rewards Program begins at 12:00 AM Pacific Time (“PT”) on October 7, 2020 and will continue until notified otherwise. However, the Rewards Program will consist of multiple heartbeat earning and redemption periods (each an “Activity Period and Redemption Period”). During each Activity and Redemption Period, registered participants may earn heartbeats by participating in and successfully completing various activities, which may be used to claim available reward item(s). There may be more than one (1) Activity and Redemption Period under these Program Terms, and additional timing will be added below as it becomes available. New Activity and Redemption Periods may be added approximately every eight (8) to ten (10) weeks so check back frequently.

Each Activity and Redemption Period will end on the date and time set forth below, or once all of the reward Items under that Redemption Period have been claimed, whichever comes first.

*The first Activity and Redemption Period begins at 6:00 AM Pacific Time (“PT”) on October 7, 2020 and ends at 11:00 PM PT on November 30, 2020. The second Activity and Redemption Period begins at 6:00 AM Pacific Time (“PT”) on December 1, 2020 and ends at 11:00 PM PT on February 7, 2021. The third Activity and Redemption Period begins at 6:00 AM Pacific Time (“PT”) on February 8, 2021 and ends at 11:00 PM PT on July 6, 2021. All heartbeats earned during this third period must be redeemed before 11:00 PM PT on July 6, 2021.*

Administrator’s computer is the official time keeping device of the Program.

## **HOW TO PARTICIPATE**

Register, earn, and use (or lose) your heartbeats to claim reward item(s) as set forth below.

### **1. Register**

To participate in this Rewards Program, first go to [takeaction.brightpathstrong.com](http://takeaction.brightpathstrong.com) to register and create your Bright Path Strong account by providing your current and accurate information as indicated. You are responsible for updating information you provide as applicable so that it remains accurate, including but not limited to, your address so Program Entities can ship your claimed reward item(s) to you, and your email address so Program Entities may reach you regarding your account.

### **2. Earn Heartbeats**

You may earn heartbeats by completing various activities within an Activity Period. The number of heartbeats stated under the listed activity will be credited to your redeemable heartbeats displayed under the “Your Progress” tab upon your completion of the stated activity. To earn heartbeats, log into your [takeaction.brightpathstrong.com](http://takeaction.brightpathstrong.com) account, go to the “Actions Tab” found on the left side of the Take Action page, and follow the steps as indicated to participate in each of the presented activities that interest you. Additional activities may be added at any time under this Rewards Program so check back frequently.

### **3. Use (or lose) your redeemable heartbeats**

To use your redeemable heartbeats, log into your account and go to [takeaction.brightpathstrong.com](http://takeaction.brightpathstrong.com), click on the tab called “Rewards” and select the available reward item(s) you would like to claim. Next, click the “Claim Reward” button and follow the instructions as indicated, which will include providing your accurate and valid physical U.S. mailing address so your reward item(s) may be sent to you. Reward item(s) will only be shipped within the 50 United States. Once you submit your redemption request, the number of required redeemable heartbeats for the selected reward item will be deducted from your redeemable heartbeats balance, and selected reward item(s) cannot be cancelled, returned or exchanged. See the “REWARD ITEMS AND REDEMPTION RULES” sections below for additional details.

### **Expiration of redeemable heartbeats**

Redeemable heartbeats earned in an Activity and Redemption Period will expire at the conclusion of the period (as set forth above) for the purpose of using toward the redemption of reward items. Once expired for redemption purposes, redeemable heartbeats will be converted to lifetime heartbeats and will accrue under this Rewards Program for the purpose of earning member level status. Heartbeats and/or redeemable heartbeats have no cash value. Heartbeats are not your property. Heartbeats exist at the sole discretion of Program Entities under this Rewards Program. Heartbeats cannot be purchased, redeemed for cash or any other monetary value or currency. Heartbeats may not be assigned, transferred or pledged to any third party. Heartbeats may not be transferred by operation of law, to include but not limited to, inheritance, bankruptcy, or in connection with a divorce.

*To reiterate, heartbeats earned in an Activity and Redemption Period must be used during the period earned and cannot be carried forward to use toward the redemption of reward items in a future Activity and Redemption Period. Any unused heartbeats will be forfeited for redemption purposes and will expire upon the conclusion of the Activity and Redemption Period where earned. Heartbeats do not have a cash value and heartbeats cannot be redeemed for cash.*

## **HEARTBEATS EXPLAINED**

This Rewards Program includes two categories for heartbeats: redeemable heartbeats and lifetime heartbeats.

Redeemable heartbeats may be earned by completing various activities as indicated under your account profile, and will accumulate for your use toward the redemption of available reward items during the Activity and Redemption Period earned. The number of redeemable heartbeats decreases with each reward item you redeem. Redeemable heartbeats balance will expire at the conclusion of each Activity and Redemption Period.

Lifetime heartbeats are the total number of all earned heartbeats accumulated during the lifetime of your participation in this Rewards Program (whether or not such heartbeats have been redeemed for any reward items) and will be used to calculate your membership level. Program Entities may from time to time conduct special offers for members in select membership level(s) (each an "offer"). The details of any such Offer will be communicated via the terms and conditions communicated to the eligible members by email or in another communication from Program Entities.

### For all participants

Each eligible participant may register for one (1) account. An eligible registrant may complete available activities presented on registrant's account page during each Activity and Redemption Period up to one (1) time unless otherwise indicated under the activity. Multiple participants are not permitted to share the same Bright Path Strong account. Any attempt by you to obtain more than the stated number of heartbeats by using multiple/different email addresses, identities, registrations and logins, or any other methods may void your heartbeats and your account may be suspended. Use of any repetitive, automatic, programmed or similar technology, system or agent (including without limitation promotion entry services) to participate is prohibited and may void all of your heartbeats. Program Entities are not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, or activities completed outside of the Bright Path Strong account, which will be disqualified.

## **REWARD ITEMS AND REDEMPTION RULES**

Each individual reward item is assigned a point value as set forth below at the sole discretion of the Program Entities, and is non-negotiable. Point values may be adjusted at any time during the Rewards Program at the sole discretion of the Administrator. In the event that a reward item's point value is adjusted, the Program Entities will honor any existing redemptions at the point value that was assigned at time of redemption, with the only exception being point values and resulting redemptions that are the result of an error.

Reward items are of a limited quantity, and are available on a first come, first redeemed basis, and Program Entities make no guarantee or claim on any reward item's availability at time of redemption or in the future. The quantity of participating reward items will be noted next to each reward item when it is introduced into these Program Terms.

You may use your redeemable heartbeats toward the redemption of an available reward item(s) at any time during the Activity and Redemption Period set forth above (and below) once you have earned the required number of redeemable heartbeats, subject to availability. All reward item redemptions are final, no cancellations; no returns. Make sure to provide your accurate mailing address (in the 50 United States) as Program Entities are not responsible for reward items sent to a wrong address and will not mail to an address located outside of the 50 United States. Redeemed heartbeats will not be refunded or placed back into your account for any reason after redemption has been submitted. Shipping of claimed reward items will take place within four to six (4-6) weeks of the close of the respective Activity and Redemption Period.

**Reward items for Activity and Redemption Period 2/8/2021 to 6/6/2021**

<b>Number of Heartbeats Required</b>	<b>Reward Item</b>	<b>Available Quantity</b>	<b>Approximate Retail Value</b>
500	Bright Path Strong Silicone Bracelet	11	\$5
1,000	Bright Path Strong Face Covering	12	\$10
1,000	Commemorative coin (created by US Mint, out of circulation)	8	\$10
2,500	Bright Path Strong T-Shirt (select size only as determined by Program Entities)	10	\$25
3,000	Bright Path Strong Hat	10	\$30
3,500	Bright Path Strong Lightweight Hoodie	10	\$35
4,000	Bright Path Strong Mug	5	\$40
5,000	<u>Jim Thorpe: World's Greatest Athlete</u> book autographed by author	5	\$50
5,000	Bright Path Strong Tumbler - 30 oz	5	\$50
7,000	Merch pack - bracelet, t-shirt, hat, face covering	5	\$70
2,000 Lifetime + 8,000 Redeemable	Autographed limited edition giclee	1	Priceless

**LIFETIME HEARTBEATS AND MEMBERSHIP LEVELS**

The number of Lifetime Heartbeats accrued under this Rewards Program will be used to determine your level of membership. There are currently five (5) membership levels:

<b>Membership level</b>	<b>Heartbeat Thresholds</b>
Level 1: Uniter	10,000
Level 2: Groundbreaker	50,000
Level 3: Wavemaker	100,000
Level 4: Changemaker	150,000
Level 5: Akapamata	250,000

Program Entities may, from time to time, offer rewards, special offers, or other benefits that are exclusive to a specific membership level. Program Entities reserve the right to modify, substitute, or otherwise change the point thresholds

for each membership level, remove or add the number of membership levels, and the benefits pertaining to a specific membership level from time to time, at their sole discretion.

## **YOUR DATA**

This section, along with Bright Path Strong's Privacy Policy: <https://petition.brightpathstrong.com/privacy>, describes the authorizations you grant to Program Entities with respect to Program Entities use of data that you may provide under this Rewards Program and what Program Entities may, and may not, do with that information. By participating in this Rewards Program, you authorize us to use and share your registration information and account activity in accordance with Bright Path Strong's Privacy Policy, which may be amended from time to time, in Bright Path Strong's sole discretion. Information submitted by you will be collected by Administrator's systems based in the United States and such collection will be subject to applicable United States laws. You may withdraw personal data upon request; however, you will forfeit any unused heartbeats, reward items that have not yet shipped, and your account under this Rewards Program will be closed if personal data is withdrawn.

### Your Registration Information and Account Activity

By registering and participating in this Rewards Program, you choose to provide Program Entities with your registration information, which you agree to update (as applicable) so that it remains accurate, and you authorize Program Entities, their affiliates and third party contractors involved in the Rewards Program to share information about you and your account and your account activity to include participation in the Rewards Program activities and any heartbeats you earn or reward items that you redeem with each other (but not with any other third parties) as necessary to operate the Rewards Program, unless you have opted to receive e-mail communications from one or more of the Program Entities or their affiliates. Personal information collected about you through this website or under this Rewards Program is subject to the Bright Path Strong Privacy Policy located at <https://petition.brightpathstrong.com/privacy>.

If you provide any registration information to a participating partner or other entity in the course of participating under this Rewards Program, to include, but not limited to, completing an activity to earn heartbeats, you authorize that partner or entity to share your registration information with us.

### Authorization for Program Entities to communicate with you about your Account

You authorize us to send Rewards Program emails to the email address provided for your Rewards Program account in order to operate and run this Rewards Program. Rewards Program emails will continue to be sent to you even if you choose to opt-out of receiving communications to confirm any changes to your account profile or certain account activity.

### Authorization to Monitor your Account

You authorize Program Entities to monitor your Rewards Program account activity. We have the right to take any necessary legal action based on fraud, abuse, or suspicious activity in connection with your account or any of your activities relating to this Rewards Program, and you agree to cooperate with any such action or investigation. If you engage in such activity, you may be liable for monetary losses, including litigation and/or arbitration costs and damages. This section shall survive the termination of this Rewards Program or your Rewards Program account.

### SMS Terms

If you sign-up to receive SMS from Administrator, you are consenting and agree to receive SMS or MMS marketing messages from Administrator. Message frequency varies by user, not to exceed ten (10) messages per month. You may be charged text and data rates for text messages according to the terms in your wireless calling plan. Text messaging and wireless service are not available in all areas. The wireless carrier does not guarantee that alerts will be delivered and will not be held liable for delayed or undelivered messages. You understand and agree that text messages sent to the mobile phone number that you supply may be generated using automated technology. Your consent to receive text messages is not required to make a purchase. To opt out of text messages, reply to any message you receive with the word STOP at any time, or send an email to: [support@brightpathstrong.com](mailto:support@brightpathstrong.com) with the Subject line: Bright Path Strong Rewards Program – STOP and be sure to provide your subscribed mobile number. For help or information on SMS messages you receive from Administrator, reply to any received message with the word HELP, or you may send an email with your questions to: [support@brightpathstrong.com](mailto:support@brightpathstrong.com) with the Subject line:

Bright Path Strong Rewards Program – SMS. Data obtained from you in connection with this SMS service may include your mobile phone number, your carrier's name and the date, time and content of your messages. Administrator may use this information to contact you and to provide the services you request from us.

#### **CHANGES TO AND/OR TERMINATION OF THIS REWARDS PROGRAM AND THESE PROGRAM TERMS BY PROGRAM ENTITIES**

Program Entities reserve the right, in their sole discretion, to modify, replace, add to, suspend, or terminate this Rewards Program and/or these Program Terms, in whole or in part, at any time; Program Entities shall not be liable to you in any way for any value or benefits you may lose as a result of any such changes, including, but not limited to, any rewards heartbeats or reward items.

Any material changes will be posted under these Program Terms. Program Entities, in their sole discretion, may also notify you via the email address associated with your Rewards Program account. Any updated Program Terms will be effective as of the time of posting, or upon a later date if so indicated. *It is your responsibility to check these Program Terms regularly for any changes.*

If any term or change to these Program Terms is found invalid, void, or for any reason unenforceable, that term or change is severable and will not affect the validity and enforceability of any remaining terms, changes, or conditions, all of which shall remain in full force and effect.

**If you object to these Program Terms now or at any time, your sole recourse is to discontinue your participation in the Rewards Program. If you continue to use or participate in the Rewards Program after any changes have been posted, you acknowledge any modifications and you will be bound by such changes.**

#### **ERRORS, UNAUTHORIZED ACTIVITY AND ACCESS**

You are solely responsible for keeping your login credentials, email address and password confidential and for all activities that occur on your Rewards Program account, including all unauthorized activities. Program Entities are entitled to act on instructions it receives if correct login credentials are provided, and in such case Program Entities will not be liable for: (a) any changes made to your profile, your heartbeats, any reward item redemptions made in connection with your Program account, or (b) any loss or damage arising from your failure to adequately safeguard your login credentials. You agree to immediately notify Program Entities of any unauthorized use of your login credentials, your account, or any other breach of security related to this Rewards Program.

Program Entities do not guarantee that this Rewards Program and its content will be error-free, uninterrupted, or that any defects will be corrected. In no event shall Program Entities be liable to you or to any third party for any damages (direct or indirect) whether in contract, tort, strict liability or otherwise arising out of or in connection with this Rewards Program. To the extent that some jurisdictions do not permit the exclusion or limitation of certain damages, in such jurisdictions, liability is limited to the fullest extent permitted by the applicable law. In the event that the operation, security, or administration of this Rewards Program is impaired in any way for any reason, including without limitation, fraud, virus or other technical problem, or any other reason beyond the control of Program Entities, Administrator may, in its sole discretion, either: (a) suspend the Rewards Program to address the impairment and then resume the Rewards Program in a manner that best conforms to the spirit of these Program Terms; or (b) cancel or terminate the Rewards Program and, if feasible, award any unclaimed reward items to the participants who have accrued the highest number of redeemable heartbeats up to the time of the impairment for the current Activity/Redemption Period.

Program Entities reserve the right to audit participant accounts at any time. Program Entities reserve the right in their sole discretion to terminate any participant's account and/or remove any heartbeats and/or cancel any redeemed reward items from any participant it finds to be tampering with the operation of this Rewards Program, or to be acting in violation of these Program Terms, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of this Rewards Program may be a violation of criminal and civil law, and, should such an attempt be made, Program Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. Administrator's failure to enforce any provision of these Program Terms shall not constitute a waiver of that provision.

## **RELEASE**

By participating in this Rewards Program, except where prohibited, you agree to release Program Entities, independent contractors, reward providers, promotional agencies, franchisees, and each of their respective parent companies, affiliates, subsidiaries, successors, assigns, agents, representatives, officers, directors, shareholders, and employees (collectively "Released Parties"), from and against any and all liability for any claims, costs, injuries, losses or damages of any kind arising in connection with this Rewards Program, including without limitation (a) the unauthorized or illegal access to personally identifiable or sensitive information; (b) acceptance, possession, use, misuse, or nonuse of any reward item; (c) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in this Rewards Program; (d) technical and/or communications malfunctions, errors or failures of any kind; (e) unauthorized human intervention in any part of this Rewards Program; (f) technical or human error which may occur in the administration of this Rewards Program or the processing of entries; (g) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in this Rewards Program or receipt or use or misuse of any reward item; (h) if Program Entities must cancel or terminate this Rewards Program for any reason; or (i) if any reward item cannot be awarded due to circumstances beyond Program Entities' control. You agree that in any cause of action against the Released Parties' in relation to these Program Terms or in any way connected to or arising from your interaction with or participation in any matters described herein, the Released Parties liability shall be limited to your costs of registering and participating in this Rewards Program and in no event shall the Released Parties be liable for any consequential damages, attorneys' fees, or other legal costs. You acknowledge that the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, expressed or implied, in fact or in law, relative to any reward item including, without limitation, the reward quality or availability.

## **DISPUTES**

All questions or disputes regarding the Program, the accumulation, collection or redemption of heartbeats and/or reward items, or your compliance with the Program Terms will be resolved by Program Entities, in their sole and absolute discretion.

## **TERMINATING YOUR REWARDS PROGRAM PARTICIPATION**

If at any time you no longer wish to participate in this Rewards Program, you may terminate your Rewards Program account by sending an email to: support@brightpathstrong.com with the Subject line: *Bright Path Strong Rewards Program – Account Termination*.

NOTE: A current, valid Rewards Program account is a requirement for participation and the termination of your account (either by you or by Program Entities) will result in the automatic termination of your participation under this Rewards Program. Termination of your Rewards Program account (either by you or by Program Entities) will result in the forfeiture of any heartbeats and rewards associated with your Rewards Program account upon receipt of your request. If you elect to re-enroll at a later time, you will not have access to the heartbeats previously associated with your Rewards Program account, and your beginning balance of redeemable heartbeats and lifetime heartbeats will be zero, and you will not have access to any reward items previously associated with your Rewards Program account, and you will no longer have your previously achieved membership level status.

## **PROGRAM ACCOUNT ACTIVITY INQUIRY AND CONTACT**

Information about your Rewards Program account activity can be accessed by logging into your Bright Path Strong account and going to "Your Progress" Information includes, but is not limited to, your profile information, redeemable heartbeats, lifetime heartbeats, membership level (as applicable and your redemption activity. For answers to questions about this Rewards Program that you are unable to find under your account profile or the FAQ located at: the How It Works Tab or contact us with your questions by e-mail at support@brightpathstrong.com with the subject line: *Bright Path Strong Rewards Program - HELP*.

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