

# Terms and Conditions

## Office Depot® OfficeMax® Rewards ("Program") Terms and Conditions

(Effective January 1, 2015)

### Membership

- A Program member ("Member") is eligible to receive rewards on Qualifying Purchases (defined below) made at Office Depot and OfficeMax stores, by phone at 1.800.463.3768, in Puerto Rico and the U.S. Virgin Islands at 1.800.573.4624, or online at [officedepot.com](http://officedepot.com). No annual fee for membership. Membership is open to legal residents of the 50 U.S. states, District of Columbia, Puerto Rico, or U.S. Virgin Islands who are at least 18 years old and who provide and maintain a valid email address. Office Depot Business Solutions Division customers, State, Municipal and Federal Government accounts and resellers are not eligible to participate in the Program. Limit one (1) Program account per household/business. Membership card is not transferable or assignable and is not for resale or auction.
- Members who join in store or over the phone must create an online account by logging in to [officedepot.com/rewards](http://officedepot.com/rewards) with their member number and complete all required fields to access their rewards certificates.
- Only one (1) email address per account will be accepted.
- All communications about the Program, including rewards fulfillment, will primarily be communicated by e-mail or on [officedepot.com/rewards](http://officedepot.com/rewards).
  - Members who opt out of email will no longer receive promotional emails from Office Depot® OfficeMax® Rewards. As part of the program, you will continue to receive emails regarding your account status, up to 3 per month. These emails are part of being enrolled Office Depot® OfficeMax® Rewards program.

### Rewards

- Rewards are issued as points. Members earn 10 points for every dollar spent on ink and toner; case, ream and photo paper; copy, print and other products/services in-store at Copy & Print Depot (excludes thermal fax paper, paper rolls used in adding machines and cash registers, postage stamps and delivery orders of online purchases of photo products). It's like getting 10% back.
- Points are earned on the final price paid at checkout for a qualifying item or service, excluding tax and delivery fees, after all discounts and deducting the value any Office Depot® or OfficeMax® Rewards and Merchandise Cards/Certificates applied to that purchase.
- Points are not earned on returned merchandise.

- Points for in-store purchases will post to your account after 2 business days. Points for most delivery orders will post after 4 business days.
- A \$10 rewards certificate will be issued for every 1,000 points. Rewards certificates are issued monthly.
- Rewards certificates are available online within 30 days after the end of the calendar month.
- Monthly points balances less than 1,000 roll over month to month within a calendar quarter. Balances less than 1,000 points at the end of the calendar quarter expire.
  1. Example: If you have 1,200 points at the end of January, you will receive a \$10 rewards certificate and 200 points will carry over to February. If at the end of March you have not earned an additional 800 points to meet the 1,000 point minimum, you will forfeit the 200 Points.
- If you forget to provide your Member number when you make a qualifying purchase, you can have the rewards credited to your account any time after the purchase, but no later than 3 days after the end of the calendar quarter in which the purchase was made. Log in to your account and click the Add a Purchase link on the Account Overview page or call 1.866.562.3872. You must have your receipt.
- There is no maximum amount of rewards that can be earned.
- Office Depot reserves the right to issue rewards in any form, including coupons or checks.
- Rewards certificates are valid for 60 days after the date of issuance. All rewards certificates expire at 11:59 PM ET on the date printed on the certificate. No extensions or exchanges will be allowed for expired rewards certificates.
- Rewards certificates may be redeemed on purchases (excluding all gift and prepaid cards) at Office Depot or OfficeMax US stores (including Puerto Rico and U.S. Virgin Islands), online or by phone.
- Rewards certificates do not constitute property, do not entitle a Member to a vested right or interest and have no cash value. Rewards certificates are not redeemable for cash, are not transferable and are not assignable for any reason. The sale of rewards certificates is strictly prohibited. The issuance of rewards certificates is final except in the event that a certificate has been issued in error. Lost or stolen rewards certificates will not be reissued.

## **Ink Recycling**

- Members can earn 200 points (= \$2 in rewards) for every cartridge recycled in-store, up to 10 per month. Minimum qualifying in-store or online purchase totaling at least \$10 or more each month is required to earn monthly rewards for recycling. Qualifying purchases

exclude taxes; delivery fees; postage stamps; gift and prepaid cards; and purchases made with Office Depot or OfficeMax Rewards and Merchandise Cards/Certificates. Additional cartridges can be recycled, but rewards will only be earned on the monthly limit of 10.

- We do not accept damaged cartridges for recycling.
- Recycling rewards will be added to your Program account. All rewards are issued in accordance with the Rewards Section above.
- Allow up to 5 weeks for Recycling Rewards to post to your account.

### **Choice Member Benefits**

- Members with a minimum of \$200 qualifying quarterly purchases will be eligible to receive additional benefits during the following calendar quarter. Qualifying purchases exclude purchases of third party gift and prepaid cards and postage stamps; taxes; delivery fees; and purchases made with Office Depot or OfficeMax Rewards and Merchandise Cards.
- Choice Members will choose five (5) product categories from a pre-defined list of products (excluding ink; toner; case, ream, and photo paper; copy, print and other products/services in-store at Copy & Print Depot™; computers; monitors; televisions; tablets; e-readers; gift and prepaid cards, performance protection plans, and third party services).
  1. Choice Members will earn 5 points for every \$1 spent on products from their five (5) chosen categories for the one calendar quarter immediately following the calendar quarter in which the Member became eligible. It's like getting 5% back.
  2. Members must log-in to their online account at [officedepot.com/rewards](http://officedepot.com/rewards) to select their 5 product categories by 11:59 PM ET on the last day of the calendar quarter in which the Member became eligible. For Members that do not make their product category selections by this deadline, Office Depot will select the 5 product categories previously chosen by the Member. If a Member never made any product category selections, Office Depot will choose the 5 product categories based on the Member's self-reported membership type.
  3. Product category selections cannot be modified until the next quarter, provided that the Member qualifies for Choice Member benefits in the next quarter.
- Members must make \$200 of qualifying purchases in each calendar quarter to continue to qualify for Choice Member benefits.
- If a Member does not qualify to receive Choice Member benefits for a calendar quarter, the Choice Member status will expire and Member status will revert to a standard Program membership.

## **Account Restrictions**

- By participating in the Program, you consent to these terms and conditions ("Terms"). Any changes to the Terms will be effective immediately upon posting at [officedepot.com/rewards](http://officedepot.com/rewards).
- Office Depot may terminate your account and/or not issue/cancel rewards or rewards certificates if you violate these Terms. Office Depot reserves the right, in its sole discretion to modify, limit or terminate the Program and/or reward redemption values, or any portion thereof, at any time, with or without prior written notice. We reserve the right to cancel or limit any purchase or offer redemption made 1) contrary to the terms of each offer, discount, promotion or coupon; 2) that otherwise is not in compliance with the Terms of the Program or our Terms of Use; 3) that violates any applicable state and federal law; or 4) that we believe is fraudulent or made through improper channels.

## **General**

- Members are responsible for taxes, charges or other liabilities related to or resulting from their participation in the Program. You may cancel your participation in the Program at any time by contacting: The Office Depot® OfficeMax® Rewards Program, 6600 North Military Trail, Boca Raton, FL 33496; 1.866.562.3872.
- Office Depot assumes no responsibility for errors caused by incorrect Member information. While we make every effort to provide accurate information, inaccuracies or errors may occur. We are not responsible for such errors. We reserve the right to make changes, corrections, and/or improvements to the information contained on this Site and to the products and programs described in such information, at any time without notice. The interpretation and application of the Terms are in the sole discretion and determination of Office Depot, which in each case shall be final and conclusive. The laws of the State of Florida, without regard to its conflict of laws rules, will govern the Terms, as well as your and our observance of them. If you take any legal action relating to your use of the Program or the Terms, you agree to file such action only in the state and federal courts located in Palm Beach County, Florida. If Office Depot fails to act with respect to your breach or anyone else's breach on any occasion, Office Depot is not waiving its right to act with respect to future or similar breaches. The Terms, together with those items made a part of these terms by reference, make up the entire agreement between us relating to the Program, and replaces any prior understandings or agreements (whether oral or written) regarding the Program. If a court finds any of the Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. The Program is void where prohibited by law.