



CAPS TO CASH™ PROGRAMS

OFFICIAL RULES, TERMS AND CONDITIONS



Updated October 1, 2018

ABOUT CAPS TO CASH™

The AuBurn Pharmacy Caps to Cash™ and Caps to Cash Kids™ programs were created as our way to give back to the community and give organizations a fun, easy way to earn cash. Here's how it works:

- Organizations enrolled in the program earn \$0.25 (twenty-five cents) for each AuBurn Pharmacy cap they redeem
- Only caps with the AuBurn Pharmacy logo on them can be redeemed
- Caps can be submitted at any time during the pre-designated submission periods (*see page 2*)
- There is a minimum redemption of 100 (one hundred) caps and a maximum of 10,000 (ten thousand) caps per submission and per submission period

Please be sure to read through this entire document so that you know and understand the Official Rules of the Caps to Cash™ Programs.

WHO CAN PARTICIPATE?

CAPS TO CASH™

- Churches
- Youth & sports clubs
- Nonprofit organizations
- Tax-exempt organizations
- Service clubs (*Rotary International, Knights of Columbus, Lions Club, etc.*)

CAPS TO CASH KIDS™

- Accredited public, private or parochial schools in Kansas and Missouri
(Must be listed on the MDR Database, provide classes to a regularly enrolled body of students in one or more grades from K-12, and maintain a regular faculty and curriculum)
- MDR Database school-associated PTOs

This list is intended as a guideline and may not be all inclusive. Eligibility will be determined by AuBurn Pharmacy in its sole discretion. If you have any questions regarding whether your organization can participate, please contact the AuBurn Pharmacy Corporate Office at capstocash@auburnpharmacies.com.

**Non-MDR Database schools, for-profits, businesses, corporations, associations, individuals, federal, city and state run or subsidized offices, events and programs are not eligible to participate in this program.*

CAP SUBMISSIONS

Once you have collected the required minimum of 100 (one hundred) caps or reached the maximum of 10,000 (ten thousand) caps, you must do one of the following:

- Deliver your caps and a completed submission form to your local AuBurn Pharmacy retail location
- Mail your caps and a completed submission form to either your local AuBurn Pharmacy retail location OR the AuBurn Pharmacy Corporate Office

Official cap submission forms are available online for download at www.auburnpharmacies.com.

**All mileage, postage and shipping charges incurred in submitting the caps are the responsibility of the sender. All submissions must be postmarked by the end of the submission period (listed below) and all submissions are subject to verification. Forged or altered caps will not be accepted for redemption.*

CAP SUBMISSION PERIODS & DONATION PAYMENT SCHEDULE

The information below outlines the dates that AuBurn Pharmacy will accept cap submissions as well as when organizations can expect to receive donation payments. Checks will be made payable only to the enrolled organization and mailed to the address designated by the Caps Coordinator.

Submission Period 1:	Submission Period 2:	Submission Period 3:	Submission Period 4:
March 1 - May 31	June 1 - Aug 31	Sept 1 - Nov 30	Dec 1 - Feb 28
Cap submissions made during this time will have donation payments mailed by:	Cap submissions made during this time will have donation payments mailed by:	Cap submissions made during this time will have donation payments mailed by:	Cap submissions made during this time will have donation payments mailed by:
July 31 for submission made at retail locations and mailed to the Corporate Office	Oct 31 for submission made at retail locations and mailed to the Corporate Office	Jan 31 for submission made at retail locations and mailed to the Corporate Office	Apr 30 for submission made at retail locations and mailed to the Corporate Office

HOW TO ENROLL

Enrollment is required to participate in the program, and the following steps must be completed in order for enrollment to be approved.

STEP 1: COMPLETE ENROLLMENT FORM

Official enrollment forms are available online for download at www.auburnpharmacies.com. Be sure to designate the AuBurn Pharmacy store location that your enrollment is being submitted for. You must also designate a “Caps Coordinator” to serve as the liaison between the organization and AuBurn Pharmacy and/or its designees. All checks, support materials and communications will be sent directly to the attention of the Caps Coordinator at the address/phone/email provided at enrollment. *(see section D of the Terms and Conditions for more information about the Caps Coordinator)*

STEP 2: COMPLETE W-9 FORM

Proof of 501(c)(3) status and/or tax identification numbers must be submitted with enrollment in order to participate in the Caps to Cash™ program. AuBurn may deny participation in the program for failure to meet any of the verification eligibility requirements. *(see section B of the Terms and Conditions for more information about Eligibility Requirements)*

STEP 3: SUBMIT YOUR ENROLLMENT

Completed enrollment documents may be submitted by mail to the address on the enrollment form, by fax to 785-448-3206 or at your local AuBurn Pharmacy retail location.

Once enrollment is reviewed and approved, the Caps Coordinator will receive an email confirming acceptance into the program. The organization will be issued a participant number to use when making cap submissions.

**If you have not enrolled before making a cap submission, your submission and payment will be withheld until eligibility to participate in the program has been approved and all enrollment requirements have been met.*

PROGRAM CHANGES

Effective October 1, 2018, these Official Rules govern the AuBurn Caps to Cash™ programs and its website, located at www.auburnpharmacies.com. AuBurn Pharmacy, Inc. reserves the right to alter the terms of or cancel the Caps to Cash™ programs at any time for any reason without notice. By enrolling your organization and participating in this program, you agree to the program Terms & Conditions. Please visit our website at www.auburnpharmacies.com for our most current rules and procedures.

TERMS AND CONDITIONS

PLEASE READ CAREFULLY. By reviewing these Terms and Conditions, clicking or checking “I Agree” on the enrollment form, and participating, you agree, on behalf of your organization, to the following rules governing the AuBurn Caps to Cash™ programs and its website, located at www.auburnpharmacies.com. AuBurn Pharmacy, Inc. (AuBurn Pharmacy) reserves the right to make changes to these Terms and Conditions at any time. Please check www.auburnpharmacies.com from time to time to ensure you are aware of any updates or changes. Your participation in the Caps to Cash™ programs indicates acceptance of the Terms and Conditions found in this document and at www.auburnpharmacies.com.

A. Overview of the AuBurn Caps to Cash™ Programs

1. Caps to Cash™/Caps to Cash Kids™ (the “**Program**”) is a donation program sponsored by AuBurn Pharmacy, Inc. (the “**Sponsor**”). Organizations (defined in Section B) may collect prescription bottle caps with the AuBurn Pharmacy logo on them worth a pre-designated amount of money each, that may be redeemed for cash (defined in Section E). This program is void where prohibited by law.

2. The individual or authorized representative appointed by the organization as the “Caps Coordinator” is the sole contact for AuBurn Pharmacy regarding this program. Only this person may fill out the Official Enrollment Form, Submission Form, make changes to account information and make inquiries regarding the (“**Participant**”) account. *Employees of AuBurn Pharmacy and its affiliates are not eligible to be Caps Coordinators.

B. Eligibility Requirements

1. AuBurn Pharmacy’s Caps to Cash™ programs are open to churches, youth and sports clubs, nonprofit organizations, tax-exempt organizations, service clubs (Rotary International, Knights of Columbus, Lions Club, etc.), accredited public, private or parochial schools in Kansas and Missouri (must be listed on the MDR Database, provide classes to a regularly enrolled body of students in one or more grades from K-12, and maintain and regular faculty and curriculum), and MDR Database school-associated PTOs. This list is intended as a guideline and may not be all inclusive.

2. Non-MDR Database schools, for-profits, businesses, corporations, associations, individuals, federal, city and state run or subsidized offices, events and programs are not eligible to participate in this program. This list is intended as a guideline and may not be all inclusive.

3. If you have any questions regarding whether your organization meets these eligibility requirements, please contact the AuBurn Pharmacy Corporate Office at capstocash@auburnpharmacies.com. Eligibility will be determined by AuBurn Pharmacy in its sole discretion. AuBurn Pharmacy reserves the right to conduct its own research and/or request documentation (including without limitation proof of 501(c)(3) status and tax identification numbers) to verify eligibility for participation in the Caps to Cash™ programs. AuBurn Pharmacy may deny participation in the program for failure to meet any of the verification or eligibility requirements. If it is determined that your organization is not eligible, you will be notified within 15 days of receipt at the Corporate office location of all enrollment forms and required documentation.

TERMS AND CONDITIONS CONT.

C. Enrollment Procedures

1. Everyone must enroll to participate in the program. Official enrollment forms are available for download online at www.auburnpharmacies.com. Completed enrollment forms may be submitted by mail to the address on the enrollment form, by fax to 785-448-3206, or at your local AuBurn Pharmacy retail location. Everyone must designate an AuBurn Pharmacy store location at which enrollment is being submitted. If you have not enrolled before making a submission, your submission and payment will be withheld until enrollment has been completed.

D. Designation of Program “Caps Coordinator”

1. Each participating organization must designate a Caps to Cash™ program “Caps Coordinator” at the time of enrollment. The Caps Coordinator will serve as the liaison between the organization and AuBurn Pharmacy and/or its designees. All checks, support materials and communications will be sent directly to the attention of the Caps Coordinator at the address/phone/email that was provided at enrollment. Designating a Caps Coordinator and establishing a single point of contact will ensure that all materials and communication can be delivered in the most effective manner for both parties. Caps Coordinators may only represent one (1) organization at any one time. Employees of AuBurn Pharmacy and its affiliates are not eligible to be Caps Coordinators.

E. Collection Procedures

1. Participants of the Caps to Cash™ Programs will receive \$0.25 (twenty-five cents) for each cap they redeem from AuBurn Pharmacy. **Only prescription bottle caps with the AuBurn Pharmacy logo on them can be redeemed.** Caps from bottles or tubes without the AuBurn Pharmacy logo on them are not eligible to be redeemed for this program. Enrolled organizations may not transfer, sell or purchase caps in any manner from third parties or other participants. **Cap collection boxes, bins or containers of any kind cannot be set up at any AuBurn Pharmacy location.** Any attempt to combine caps with another Participant, other than as permitted under these Terms and Conditions or specifically permitted by the Sponsor in writing, may result in disqualification from the Program and forfeiture of any submissions or donation. Sponsor reserves the right to take any other or additional action it deems appropriate, in its sole discretion, in the event that it believes (in its sole discretion) that a Participant has violated any of these provisions.

2. Sponsor reserves the right to change, add or remove the way in which Participants may collect caps. Participants are responsible for the payment of any and all taxes which may result from donation(s) or money received as part of the Program. Sponsor reserves the right to modify the cash value per cap for redemption at any time during the Program.

F. Submission Procedures

1. Participants may submit their collected caps at any time during the pre-designated submission periods. There is a minimum redemption of 100 (one hundred) caps and a maximum of 10,000 (ten thousand) caps per submission per submission period. All mileage, postage and shipping charges incurred in submitting the caps are the responsibility of the sender. Caps along with the completed submission form are requested to be mailed or delivered to the address listed on the submission form. All submissions must be postmarked by the end date of the Submission Period (*see page 2 of the Official Rules*). All submissions are subject to verification. AuBurn Pharmacy is not responsible for any late, lost or misdirected mail. Submissions will be accepted at any AuBurn retail location.

TERMS AND CONDITIONS CONT.

G. Donation Payments

1. Donation payments for the redemption value of submissions made at any AuBurn retail location or received at the Corporate Office will be mailed 60 days from the closing date of each scheduled Submission Period (*see page 2 of the Official Rules*). Checks will be made payable only to the enrolled organization as outlined in the Eligibility Requirements (*listed in section B*). Checks will not be made out to Caps Coordinators or individuals. All submissions must undergo verification before redemption payments are made. The Caps Coordinator is responsible for ensuring the accuracy of the payment and is encouraged to check it upon receipt. If the Caps Coordinator believes the amount is incorrect, he or she must notify Sponsor at capstocash@auburnpharmacies.com within 15 days of the date on the check. Proof of delivery and a valid copy of submission form will be required in order to research any discrepancies or payment disputes. If a Participant fails to cash any Caps to Cash™ program checks within 90 days of issuance, said check shall be null and void and the Participant shall forfeit its right to receive such payment. AuBurn Pharmacy will replace a lost or stolen Caps to Cash™ program check. A check is considered lost or stolen when the payee has not received the check within ten (10) business days from mailing or if the payee has misplaced the check and has not been able to locate the check after a reasonable effort. If the date reported lost or stolen is past 90 days of issuance, the check(s) is no longer valid and will not be replaced. The Participant or Caps Coordinator must complete and sign a Lost/Stolen Check Affidavit, which can be found at www.auburnpharmacies.com. The completed form may be submitted by mail to the address on the form or by fax at 785-448-3206. For lost checks, there is a ten (10) day waiting period between date of the original check's issuance and when the lost check affidavit may be submitted. A check may only be reissued after a stop payment has been placed on the original check and confirmation is received that the original check has not cleared the bank. There will be a \$30 fee withheld out of the reissued check for the stop payment. It may take up to 30 business days from date of affidavit submission before the replacement check is available.

H. Acceptable Submissions

1. Only caps with the AuBurn Pharmacy logo on them will be accepted for redemption.

I. Unacceptable Submissions

1. Caps from bottles or tubes that do not have the AuBurn Pharmacy logo on them are not eligible to be redeemed for this program. Forged or altered caps will not be accepted for redemption. AuBurn Pharmacy reserves the right to verify all submissions.

J. Cap Submission and Donation Payment Periods

Please see page 2 of the Official Rules.

K. Modifications and Termination of the Program

1. Sponsor reserves the right to modify any of the Terms and Conditions set forth herein at any time, with or without notice, even though these changes may affect a Participant's ability to collect caps. Modifications may include, but are not limited to, the duration of the Submission Periods, methods by which Participants may collect caps, the cash value associated with each cap, the number of caps that may be redeemed per period throughout the Program, the enrollment process, the maximum amounts that may be donated by Sponsor per period and per year to any Participant enrolled in the Program and any of the options made available to Participants with respect to their Accounts.

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2. Sponsor reserves the right to temporarily suspend or terminate the Program at any time, for any reason, with or without notice, even though termination may affect a Participant's ability to collect caps or make a submission. In the event of an early termination, Participants will have 30 days from date Program termination is announced to make a submission with no minimum amount of caps set. If the Program expires as scheduled, Participants will have until the end of the Submission Period to make a final submission.

3. A Participant's continued participation in the Program constitutes the Participant's acceptance of any changes to these Terms and Conditions. Participants and Caps Coordinators are responsible for awareness of any changes that Sponsor may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available at www.auburnpharmacies.com and will supersede all previous versions of these Terms and Conditions.

L. General Terms and Conditions

1. To learn how the personal information collected in connection with the Program may be used, Caps Coordinators should request a copy of the Sponsor's Privacy Policy via email at capstocash@auburnpharmacies.com. The terms of Sponsor's Privacy Policy are incorporated hererin by reference.

2. Sponsor reserves the right to discontinue the participation privileges of any Participant and/or Caps Coordinator that engages in any fraudulent, unsportsmanlike or disruptive activity or uses the Program in a manner inconsistent with or contrary to the spirit of these Terms and Conditions or any federal, state or local laws, statutes or ordinances and to cancel any of Participant's submissions or donation payments. In addition, Sponsor shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary, in its sole discretion. It is fraudulent for any organization to use a single Account for the purpose of accumulating points for combined use with other organizations.

3. Sponsor is not responsible for any incorrect or inaccurate information supplied by Caps Coordinator or Participants while participating in the Program.

4. All questions or disputes regarding eligibility for the Program, collection or submission of caps, or a Participant's Caps Coordinator's compliance with these Terms and Conditions will be resolved by Sponsor in its sole discretion.

M. Limitation of Liability

1. Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Caps Coordinator or Participant, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the website or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error, AuBurn Pharmacy, Inc. and their respective related companies, parents, subsidiaries, affiliates, and respective agents and their

TERMS AND CONDITIONS CONT.

agencies, suppliers and other companies involved in the development or execution of the Program or the production or distribution of the Program materials ("Released Parties") shall not have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASED PARTIES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR DONATIONS OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF SPONSOR IMPROPERLY DENIES A PARTICIPANT ANY SUBMISSIONS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF CASH VALUE OF CAPS SUBMITTED. BY PARTICIPATING IN THE PROGRAM, A PARTICIPANT WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORM BEYOND ONE YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED.

2. As a condition of participating in this Program, each Caps Coordinator and Enrolled Participant agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any donations or prizes obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will a Caps Coordinator and/or Enrolled Participant be permitted to seek recovery for, and Caps Coordinator and/or Enrolled Participant hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied other otherwise increased.

3. All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Caps Coordinator, Enrolled Participant and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Kansas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Kansas, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Kansas.

4. These Terms and Conditions constitute the entire agreement between Program participants (i.e. Eligible organizations and Caps Coordinators) and Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

5. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provisions shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.