

## **SIMPLY BETTER REWARDS TERMS AND CONDITIONS**

EFFECTIVE 8/29/2007

### **SIMPLY BETTER REWARDS PROGRAM™**

WAIVER OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT  
PLEASE READ THIS WAIVER OF LIABILITY, ASSUMPTION OF RISK &  
INDEMNITY AGREEMENT (HEREINAFTER "AGREEMENT") CAREFULLY  
BEFORE USING THIS WEBSITE OR PARTICIPATING IN THE SIMPLY  
BETTER REWARDS PROGRAM. BY ACCESSING OR USING THIS SITE, YOU  
AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS  
AGREEMENT. IF YOU DO NOT ACCEPT THIS AGREEMENT, DO NOT USE  
THIS SITE OR PARTICIPATE IN THE SIMPLY BETTER REWARDS  
PROGRAM.

### **TERMS AND CONDITIONS**

In consideration of being permitted to participate in the SIMPLY BETTER REWARDS PROGRAM, I hereby, for myself, my heirs, executors, administrators and assigns, release and forever discharge THE SIMPLY BETTER REWARDS PROGRAM, First Choice Power, L.P., its parent and affiliates, ADS Alliance Data Systems, Inc., Hinda, Inc., and each of their respective officials, managers, sponsors, employees, agents, suppliers, selling agents, vendors, contractors, affiliated persons and representatives ("Program Entities") from any lawsuits, actions, claims or demands by reason of any damage, loss, death or injury to myself or to my property arising from my participation in THE SIMPLY BETTER REWARDS PROGRAM, notwithstanding that the same may have been contributed to or occasioned by the negligence of any of the Program Entities. I agree to save harmless and indemnify the Program Entities from and against all lawsuits, claims, actions, costs, legal fees, or other expenses of any kind whatsoever which may be incurred or related to my death, injury, loss or damage to myself or my property of any kind howsoever caused arising out of or in any way related to THE SIMPLY BETTER REWARDS PROGRAM and whether the same may have been contributed to or occasioned by the negligence of the Program Entities. I confirm that I am eighteen years of age or older.

I understand and acknowledge that points are not transferable and may not be combined among Simply Better Rewards members, their estates, successors and assigns. Accrued points do not constitute property of the member. Accrued points are not transferable by the member (i) upon death, (ii) as part of a domestic relations matter, or (iii) otherwise by operation of law. However, First Choice Power, in its sole discretion, may credit accrued points to persons specifically identified in court approved divorce decrees and wills upon receipt of documentation satisfactory to First Choice Power and upon payment of any applicable fees.

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I further understand and acknowledge that I will not be able to transfer point balances I accumulate in the Simply Better Rewards program to any other program, nor can I transfer points I accumulate in another program to the Simply Better Rewards program.

First Choice Power reserves the right to change the Simply Better Rewards program rules, regulations, rewards and offers at any time without notice, including the right to, among other things, (1) modify or cancel any award or offer, (2) change program benefits, point levels or rules related to points credits or redemptions, or (3) limit reward availability, or otherwise restrict rewards or offers. First Choice Power may make these changes even if use of accumulated points balances or rewards is affected. The accumulation of points does not entitle members to any vested rights. First Choice Power further reserves the right to end the Simply Better Rewards program upon six months notice. First Choice Power is not responsible for products or services offered by the Program Entities.