



# Maggie's Bright Side

## **Maggie's Bright Side Cancer Card – Card Agreement.**

### **Introduction**

By registering for the Maggie's Bright Side Cancer Card (the "Card"), you are agreeing to the following specific terms and conditions of the Card Agreement. You understand that Maggie's Bright Side L3C, LLC and its subsidiaries, vendors, and partners (collectively, "MBS"), make available online information and services to Cardholders of this program ("Cardholders"). By registering for the Card, submitting your information, or using the Card, you are indicating that you agree to be bound by this Agreement. If you are under the age of 18, you are also indicating that you have received consent from your parent or guardian, and they have agreed on your behalf to be bound by all of the terms and conditions in this Agreement. You acknowledge that the Agreement may be modified or terminated at any time. Any changes will appear on this page. It is your responsibility to refer to the Agreement prior to using the Card. You will be deemed to have accepted any change to this Card Agreement if you continue to use the Card after that change has been posted here.

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### **Privacy of Information**

For details on how we share information, please refer to our [Privacy Policy](#).

### **Maggie's Bright Side Cancer Card**

The Cancer Card is a program offered by MBS that provides Cardholders with savings and benefits offered through participating sponsors, both online and at merchant locations.

#### **1. Eligibility**

Any person with an active cancer diagnosis (evidenced by medical verification in the form required by

MBS) is eligible to register for and use the Card. If you are under 18 years old, you must receive consent from your parent or guardian to be eligible.

## **2. Card Registration**

When you register for the Card, you must provide MBS with accurate and complete information (including, but not limited to, medical authorization form, name and shipping address), and advise MBS of any changes by contacting Card Services. MBS will use this information to create your account and mail you a Card and materials. You will receive Card materials that may include, but are not limited to, a Card with your Card number and inserts containing partner information about sponsors. The Card materials will be shipped within 5 to 7 business days from the time of eligible registration. If you are renewing your Card, you will receive your new Card and related materials in 5 to 7 business days from the time of eligible renewal registration.

Each order is for a single Cardholder only. MBS does not permit the sharing of your Card, number or discounts with any other person. If MBS reasonably believes that any of your Card materials are being used in any of these ways, MBS reserves the right to cancel your Cardholder rights immediately. If you believe someone has used any of your Card materials without your authorization, please contact Card Services.

### **Contacting Card Services:**

Online by e-mailing us at \_\_\_\_\_.

An agent will answer your e-mail within approximately 72 hours.

Over the telephone at \_\_\_\_\_.

Monday to Friday 8:30am to 5:30pm, ET

Or by mail at:

Maggie's Bright Side – Card Services

\_\_\_\_\_  
Richmond, VT 05477

## **3. Card Use**

Your Card and your Card number are your keys to savings, benefits and services. Carry your Card with you at all times. The Card is non-transferable, and may only be used by the person whose name is printed or signed on the card.

Use of your Card In-store: You must show your Card before you make a purchase at a participating sponsor. A sponsor has the right to deny a discount if you do not present your Card before payment. Sponsors may reserve the right to ask for your driver's license or other identification to verify you are a rightful Cardholder.

MBS and participating sponsors are independent contractors. MBS is not liable for any products or services provided by these sponsors.

Any use of the Card, or the associated Cardholder benefits and discounts in a manner that violates the rules or regulations of any participating sponsor is prohibited by this Agreement, and is grounds for

termination of your Card. MBS reserves the right to cancel your Cardholder rights immediately in the event of such a violation.

#### **4. Expiration and Cancellation**

Your Card will expire on the date printed on the front of the card, which is 12 months from the date of registration. MBS reserves the right to terminate your Card at any given point in time if we determine that you have violated any provision of this Agreement.

#### **5. Lost Cards**

If your Card is lost or stolen, MBS charges a \$5.00 Card replacement fee. You can report lost Cards by sending an e-mail to \_\_\_\_\_.

#### **6. The MaggiesBrightSide.com Website**

The MaggiesBrightSide.com Web site (the "Site") offers the most up-to-date information on savings and partner benefits offered by participating sponsors. We take reasonable efforts to maintain the accuracy of our database of sponsors and their discounts. However, MBS is not responsible for third parties' restrictions or changes to their offers not communicated to MBS.

You should contact the sponsor to confirm they offer the discount. Even though MBS makes efforts to keep the listing of sponsors and savings up to date, MBS is not responsible for incorrect or incomplete information regarding the sponsor or its discount. You may submit corrections to sponsors or discounts in an email to \_\_\_\_\_.

For questions, concerns, or suggestions, e-mail \_\_\_\_\_.

#### **7. Merchant Disputes**

MBS is not responsible if a sponsor changes its discount due to new ownership or acquisition. If you have a dispute with a sponsor merchant to report, MBS will take commercially reasonable efforts to solve the dispute on your behalf.

You may report disputes with sponsor merchants by contacting us at \_\_\_\_\_. Reports must be submitted and mailed in written form with the following information: merchant name, merchant address, date of purchase, discount denied, and purchase information.

MBS and its sponsors are independent contractors. MBS IS NOT LIABLE FOR ANY PRODUCTS OR SERVICES PROVIDED BY OR THROUGH ANY SPONSOR OF THE DISCOUNT PROGRAM, OR FOR ANY ERROR, OMISSION OR INACCURACY IN ADVERTISING MATERIAL, OR FOR ANY LIABILITY RESULTING DIRECTLY OR INDIRECTLY FROM A PRODUCT OR SERVICE PROVIDED BY ANY SPONSOR OR OTHER THIRD PARTY IN CONNECTION WITH THE DISCOUNT PROGRAM.

#### **8. E-mail Policy and Communication Preferences**

Cardholders have the option to receive MBS e-mail updates when they register for their Cards. You have the option to e-mail us to opt out from receiving these e-mails at \_\_\_\_\_.

MBS reserves the right to e-mail you with information essential to your participation in our program (for example, information on Card shipment information and Card expiration/renewal). You will not have the option to opt-out of e-mails of this nature.

### **9. Changes to offers or Sponsors**

Offers made available through the Discount Card may change from time to time. MBS reserves the right in its sole discretion to change the offers and/or participating sponsors at any time. In addition, sponsors may elect to change offers from time to time. MBS will make commercially reasonable efforts to make appropriate updates to the Site to reflect offer and/or sponsor changes. For a listing of current offers, Cardholders should visit MBS.com and use their individual login and password to access the Sponsor List. If you become aware of a discontinued offer listed, please notify MBS by sending an e-mail to \_\_\_\_\_ . MBS undertakes no obligation to provide a replacement or substitute offer for any offer discontinued.

### **Privacy**

By using the Maggie's Bright Side Cancer Card you acknowledge that any information we receive from or about you through the Card will be treated according to our [Privacy Policy](#).