# *TERMS AND CONDITIONS*

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The Site is provided as a service to our customers. Please review the following terms and conditions of use, which govern your use of the Site (the “Agreement”).

Your use of the Site constitutes your agreement to follow and be bound by the Agreement. We reserve the right to update or modify this Agreement at any time without prior notice. We encourage you to review the Agreement whenever you use the Site. If you do not agree to these terms, please do not use the Site.

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The Site is intended for use by individuals 13 years of age or older. If you are under 18, you may use this Site only with involvement of a parent or guardian.

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The Site may only be used for lawful purposes in accordance with the terms of this Agreement. As a condition of your use of this Site, you warrant to Michaels that you will not use the Site for any purpose that is unlawful or prohibited by this Agreement. Specifically, but without limitation, you may not:

* use the Site to transmit any content that is unlawful, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, invasive of another’s privacy, hateful, or racially, ethnically, or otherwise objectionable or harasses or advocates harassment of another person or promotes information that you know is false, misleading or promotes illegal activities;
* use or attempt to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by Michaels or generally publicly available browsers;
* make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by this Agreement;
* misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that we endorse any statement you make;
* upload, post, e-mail or otherwise transmit any content that infringes upon any patent, trademark, trade secret, copyright or other proprietary right of any party;
* upload, post, e-mail or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software, network, hardware or telecommunications equipment;
* violate or attempt to violate the security of the Site, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access, (ii) trying to change the behavior of the Site, (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures, (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Site, overloading, flooding, spamming, mailbombing, or crashing, (v) forging any header or part of the header information in any email or posting, or (vi) impersonating the Michaels website or impersonating another user;
* falsify or delete any copyright management information, such as author attributions, legal or other proper notices, proprietary designations, or labels of the origin or source of any material included on or uploaded to the Site;
* solicit password or personally identifying information from other users;
* advertise or offer to sell or buy any goods or services for any business purpose;
* modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site, or
* commit any other act that is otherwise inappropriate for the Site, in Michaels sole judgment.

## REGISTRATION AND PASSWORDS

You may be required to register with Michaels in order to access certain services or areas of the Site. Your use name and password are for your personal use only. We may refuse to grant to you the user name you request. If you register an account, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer. You agree to accept responsibility for all activities that occur under your account or password.

## TERMINATION

We reserve the right, without notice and in our sole discretion, to terminate your account or your use of the Site and to block or prevent future access to and use of the Site if you violate this Agreement, for any reason, or for no reason. Upon any such termination, your right to use the Site will immediately cease. You agree that we shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of this Agreement that are intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

## TRANSACTIONS

If you wish to purchase any product or service made available through the Site (each purchase, a “Transaction”), you may be asked to supply certain information relevant to your Transaction including, without limitation, your credit card number, the expiration date of your credit card, your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY CREDIT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Michaels the right to provide such information to third parties for purposes of facilitating the completion of Transactions initiated by you or on your behalf. Verification of information may be required prior to the acknowledgment or completion of any Transaction.

We reserve the right to refuse any order you place with us. We may, in our sole discretion, limit or cancel quantities purchased per person, per household or per order. These restrictions may include orders placed by or under the same customer account, the same credit card, and/or orders that use the same billing and/or shipping address. In the event we make a change to or cancel an order, we will attempt to notify you by contacting the email and/or billing address/phone number provided at the time the order was made. We reserve the right to limit or prohibit orders that, in our sole judgment, appear to be placed by dealers, resellers or distributors.

You agree to pay all charges that may be incurred by you or on your behalf through the Site, at the price(s) in effect when such charges are incurred including, without limitation, all shipping and handling charges. You remain responsible for any taxes that may be applicable to your Transactions.

## PRODUCTS AND SERVICES OFFERED

All descriptions, images, references, features, content, specifications, products, and prices of products and services described or depicted on the Site are subject to change at any time without notice. Certain weights, measures, and other descriptions are approximate and are provided for convenience purposes only. The inclusion of any products or services on the Site does not imply or warrant that these products or services will be available.

## MODIFICATION

Michaels may modify or discontinue any part of the Site; charge, modify, or waive fees required to use the Site; or offer opportunities to some or all Site users. Michaels reserves the right to make changes to this Agreement at any time, and such changes will be effective immediately upon being posted to the Site. Your continued use of the Site will indicate your acceptance of the current Agreement.

## PRIVACY POLICY

Notwithstanding anything to the contrary contained in this Agreement, Michaels use of any personally identifiable information you provide via the Site shall be governed by our Privacy Policy. For further information regarding Michaels’ protection of your personal information, please refer to our Privacy Policy page.

## USER SUBMITTED CONTENT

Michaels welcomes your reviews, comments, and other communications, photos, videos, or any other content that you submit through or to the Site ("User Content") as long as the User Content submitted by you complies with this Agreement.

You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of spam, or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading. You are solely responsible for the User Content you submit, and Michaels assumes no liability for any User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party.

For any User Content you submit, you grant to Michaels a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to Michaels the right to include the name provided along with the User Content submitted by you; provided, however, Michaels shall have no obligation to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit. You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

Content is also provided by third party visitors to the Site. Please note that Site visitors may post content that is inaccurate, misleading, or deceptive. Michaels neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. Michaels will not be liable for any loss or damage caused by your reliance on such information or materials. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of Michaels.

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You are solely liable and responsible for all Finished Projects, and for any claims or disputes arising as a result of your sale, offering for sale and/or distribution of the Finished Projects. You agree to indemnify and hold harmless Michaels against any disputes or claims arising from your sale, offering for sale and/or distribution of Finished Projects.

## COLORS

Michaels strives to display as accurately as possible the colors of the products shown on the Site; however, Michaels cannot and does not guarantee that your monitor's display of any color will be accurate.

## AVAILABILITY, ERRORS, AND INACCURACIES

If an item is out of stock, Michaels may, in its sole discretion and at no extra cost to you, substitute another item for the out-of-stock item if Michaels, in its sole discretion, determines that the identical brand and product is available in a form that is of equal or greater value, for example, larger quantity, packaged with a trial sample, or with updated product packaging.

Michaels's acknowledgement of an order means that your order request has been received; it does not mean that your order has been accepted or shipped or that the price or availability of an item has been confirmed. Michaels makes a conscientious effort to describe and display its products and services accurately on the Site. Despite these efforts, a small number of items on the Site may be mispriced, described inaccurately, or unavailable, and we may experience delays in updating information on the Site and in our advertising on other sites. As a result, we cannot and do not guarantee the accuracy or completeness of any information, including prices, product images, specifications, availability, and services. Michaels reserves the right to change or update information and to correct errors, inaccuracies, or omissions at any time without prior notice. We apologize for any inconvenience. As part of our shipping procedures, we verify the availability and the price before an item is shipped. If an item's correct price is lower than our stated price, we will charge the lower amount and ship you the item. If an item's correct price is higher than our stated price, if the item is no longer available, or if we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email.

## RISK OF LOSS

Except as otherwise set forth herein, the risk of loss for and title to products purchased on the Site passes to the purchaser upon delivery to the carrier.

## GIFT CARDS

All gift cards are deemed purchased in and issued from the State of Texas. The risk of loss and title to such items passes to the purchaser upon our electronic transmission to the recipient or delivery to the carrier, whichever is applicable.

| **Gift Card Cash Back Requirements** | |
| --- | --- |
| **State** | **Requirement** |
| California | Remaining balance is less than $10.00 |
| Colorado | Remaining balance is $5.00 or less |
| Connecticut | Remaining balance is less than $3.00 |
| Maine | Remaining balance is less than $5.00 |
| Massachusetts | If at least 90% of the Gift Card has been redeemed |
| Montana | Remaining balance is less than $5.00 and the original value was more than $5.00 |
| New Jersey | Remaining balance of less than $5.00 |
| Oregon | Remaining balance is less than $5.00 \*Card must be used at least one time before redemption. |
| Rhode Island | Remaining balance is less than $1.00 |
| Texas | Remaining balance is less than $2.50 and the original value was greater than $5.00 |
| Vermont | Remaining balance is less than $1.00 |
| Washington | Remaining balance is less than $5.00 |

Note: All States not listed above are excluded from processing a cash back refund from a Gift Card balance.

## RETURNS

If you are not fully satisfied with your purchase you may return it in accordance with the [**Return Policy**](https://www.michaels.com/return-policy/ca-return-policy.html). The [**Return Policy**](https://www.michaels.com/return-policy/ca-return-policy.html) is incorporated into these Terms & Conditions in its entirety.

## IN STORE PRICE MATCH POLICY

Michaels will match any competitor’s advertised price on items identical in brand and size. Advertised product must be currently valid and not expired. Price applies to current, locally advertised prices. Online Only specials will not be honored in store. We will not match prices on private label brand items or clearance items. Competitors allowed to match include AC Moore, Hobby Lobby and Jo-Ann’s. To receive a competitor’s price in store, customers must present the competitors advertisement either though print version or mobile/digital (e.g. phone). For additional information, see a store associate or visit the [**coupon policy and price match guarantee page**](https://www.michaels.com/guarantee#instoreMatch)

## EXPORT POLICY

You agree that any purchased goods licensed or sold on the Site, which may include technology and software, and all software, including all HTML code and controls that are contained on the Site, are subject to the customs and export control laws and regulations of the United States of America and may also be subject to the customs and export laws and regulations of the country in which the products are manufactured and/or received. THE COPYING OR REPRODUCTION OF SUCH SOFTWARE TO ANY OTHER SERVER OR LOCATION FOR FURTHER REPRODUCTION OR REDISTRIBUTION IS EXPRESSLY PROHIBITED. By purchasing, downloading, or using technology or software from the Site, you agree to abide by applicable laws, rules, and regulations including, but not limited to, the Export Administration Act and the Arms Export Control Act, and you represent and warrant that you will not transfer, by electronic transmission or otherwise, the software or technology to a foreign national or a foreign destination in violation of the law.

## DMCA NOTICE – NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Michaels's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Site can be identified and removed via our process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Michaels's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Michaels that your copyrighted material has been infringed. Michaels does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, Michaels will respond by either taking down the allegedly infringing content or blocking access to it. Michaels may contact the notice provider to request additional information. Under the DMCA, Michaels is required to take reasonable steps to notify the user who posted the allegedly infringing content ("Alleged Infringer"). The Alleged Infringer is allowed under the law to send Michaels a counter-notification. Notices and counter-notices are legal notices distinct from regular Site activities or communications. We may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send in a written letter by fax, regular mail, or email only. We reserve the right to ignore a notice that is not in compliance with the DMCA, and we may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
2. Identify the Content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable us to locate the item on the Site. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
3. Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
4. If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
5. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
7. Be signed; and
8. Be sent to our DMCA designated agent at the following address:

Legal Dept/Copyright  
Michaels Stores, Inc.  
8000 Bent Branch Drive  
Dallas, Texas 75063  
Fax: 972-409-1645

## LINKS TO THIRD-PARTIES' WEBSITES

The Site may contain links and interactive functionality interacting with the websites of third parties, including social sites and product manufacturers' sites. Michaels is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions of the Site to communicate with any such website or otherwise visiting any such website, Michaels strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third-party website. The links and interactive functionality for third-party sites on the Site do not constitute an endorsement by Michaels of such third-party sites. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR USE OF THIRD-PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

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## JURISDICTIONAL ISSUES

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## LIMITATION OF LIABILITY

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For New Jersey users, YOUR USE OF THIS WEBSITE IS ENTIRELY AT YOUR OWN RISK. YOU AGREE THAT YOU ARE VOLUNTARILY USING THIS WEBSITE AND ASSUME ALL RISKS OF LOSSES OR DAMAGES RESULTING FROM YOUR USE OF OR INABILITY TO USE THIS WEBSITE. THIS WAIVER AND RELEASE OF LIABILITY INCLUDES, WITHOUT LIMITATION, ALL LOSSES OR INDIRECT, SPECIAL, CONSEQUENTIAL, PUNITIVE OR INCIDENTAL DAMAGES (INCLUDING, WITHOUT LIMITATION, THOSE RESULTING FROM LOST PROFITS, LOST DATA OR BUSINESS INTERRUPTION) WHICH MAY OCCUR AS A RESULT OF YOUR USE OF THIS WEBSITE. YOU ACKNOWLEDGE THAT YOU HAVE CAREFULLY READ THIS “WAIVER AND RELEASE” AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. YOU EXPRESSLY AGREE TO RELEASE AND DISCHARGE MICHAELS, AND ALL AFFILIATES, EMPLOYEES, AGENTS, REPRESENTATIVES, SUCCESSORS, OR ASSIGNS FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION RESULTING, DIRECTLY OR INDIRECTLY, FROM YOUR USE OF THIS WEBSITE AND YOU AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT YOU MAY OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST MICHAELS FOR LOSSES OR DAMAGES, WHETHER BASED ON WARRANTY, CONTRACT, TORT OR OTHER LEGAL THEORY. THIS RELEASE IS ALSO FOR NEGLIGENCE ON THE PART OF MICHAELS AND ITS AGENTS AND EMPLOYEES.

IN THE EVENT OF ANY PROBLEM WITH THE SITE OR ANY CONTENT, YOU AGREE THAT YOUR SOLE REMEDY IS TO CEASE USING THE SITE. IN THE EVENT OF ANY PROBLEM WITH A PRODUCT THAT YOU PURCHASED OR OTHERWISE AVAILABLE ON OR THROUGH THE SITE, YOU AGREE THAT YOUR SOLE REMEDY, IF ANY, IS LIMITED TO A REFUND OF THE PURCHASE PRICE OF THE PRODUCT.

## INDEMNIFICATION AND DEFENSE

As a condition of the use of the Site, you agree to defend, indemnify, and hold harmless Michaels and its respective employees, directors, officers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise relating to your use of the Site, including without limitation any User Content submitted by you and Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions.

For New Jersey users, you would not be required to defend, indemnify or hold harmless Michaels and its respective employees, directors, officers, agents, vendors and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs or expenses arising out of Michaels own negligence.

## NOTICES AND ELECTRONIC COMMUNICATIONS

Except as explicitly stated otherwise, any notices you send to Michaels shall be sent by mail to Michaels Customer Care, 8000 Bent Branch Drive, Irving, Texas 75063. In the case of notices Michaels sends to you, you consent to receive notices and other communications by Michaels posting notices on the Site, sending you an email at the email address listed in your profile in your account, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that Michaels provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

## NOTICE FOR CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to custhelp@Michaels.com. You may also contact us by writing to Customer Care, Michaels Stores, Inc., 8000 Bent Branch Drive, Irving, Texas 75063, or by calling us at (800) MICHAELS or (800) 642-4235. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

## APPLICABLE LAW; DISPUTES

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE AND ALL MATTERS ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING ALL DISPUTES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF TEXAS, UNITED STATES OF AMERICA, WITHOUT REGARD TO TEXAS’S CHOICE OF LAW PRINCIPLES. YOU FURTHERMORE AGREE THAT THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS SHALL BE THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR THE NORTHERN DISTRICT OF TEXAS, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF THE STATE OF TEXAS LOCATED IN DALLAS COUNTY, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

## MISCELLANEOUS

These Terms & Conditions, including policies and information linked from or incorporated herein, constitute the entire agreement between you and Michaels with respect to the Site and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & Conditions without our express prior written consent. We will not be responsible for failure to fulfill any obligation due to causes beyond our control.

## CONTACT US

If you have any concerns about Michaels or your use of the Site, please contact us with a detailed description, and we will try to resolve it.

Effective Date: May 2015