[Target](https://www.target.com/)/Terms & Conditions‎

### Your Use of This Website is Governed By These Terms & Conditions

LAST UPDATED: April 14, 2020

Welcome to Target.com. These Terms & Conditions apply to the Target website located at [www.target.com](http://www.target.com/) and all other sites, mobile sites, services, applications, platforms and tools where these Terms & Conditions appear or are linked (collectively, the "Site"). As used in these Terms & Conditions, "Target", "us" or "we" refers to Target Corporation and its subsidiaries and affiliates.

**Please read the following Terms & Conditions carefully as they affect your legal rights. These Terms & Conditions contain an arbitration agreement that requires the use of arbitration on an individual basis to resolve disputes rather than jury or any other court proceedings, or class actions of any kind. The arbitration agreement is set forth in the** [**“Arbitration Agreement”**](https://www.target.com/c/terms-conditions/-/N-4sr7l?Nao=0#Arb2) **section below.**

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**Introduction**

• Introduction

• Content

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• Unlawful or Prohibited Uses

**Introduction**

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* Frame, mirror or use framing techniques on any part of the Site without Target’s express prior written consent;
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* Use any meta tags or any other hidden text utilizing Target’s name or marks;
* 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;
* Use a buying agent to conduct transactions on the Site;
* Conduct fraudulent activities on the Site;
* Violate or attempt to violate the security of the Site, whether in an automated fashion or otherwise, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are (a) not authorized to access or, (b) in the case of a user account, not the registered user of such account; (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 any part of the header information in any email or posting; or (vi) forging communications on behalf of the Site (impersonating the Target Site) or to the Site (impersonating another user whether such user provided their approval for such action(s) or not);
* Send unsolicited or unauthorized email on behalf of Target or any Target Plus Partner, including promotions and/or advertising of products or services;
* Tamper with the Site or use or attempt to use any device, software, routine or data that interferes or attempts to interfere with the working or functionality of the Site or any activity being conducted on the Site;
* Use the Site to defame, abuse, harass, stalk, threaten or otherwise violate the legal rights of others, including others’ privacy rights or rights of publicity;
* Harvest or collect personally identifiable information about other users of the Site;
* Restrict or inhibit any other person from using the Site (including, without limitation, by hacking or defacing any portion of the Site);
* Use the Site to advertise or offer to sell or buy any goods or services without Target’s express prior written consent;
* Reproduce, duplicate, copy, sell, resell or otherwise exploit for any commercial purposes any portion of, use of, or access to the Site;
* Modify, adapt, translate, reverse engineer, decompile or disassemble any portion of the Site; or
* Remove any copyright, trademark or other proprietary rights notice from the Site or materials originating from the Site.

**Your Account**

• Your Account

• Modification & Termination

• User Reviews, Comments & Submissions

**Your Account**

You may be required to register with Target in order to access certain services or areas of the Site. With respect to any such registration, we may refuse to grant to you the user name you request. Your user name and password are for your personal use only, and you will not share your user name or password with any individual or third party (other than Target). If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In addition to all other rights available to Target including those set forth in these Terms & Conditions, Target reserves the right, in its sole discretion, to terminate your account, refuse service to you, or cancel orders.

**Modification & Termination**

Target may at any time: (i) modify or discontinue any part of the Site; (ii) charge, modify or waive fees required to use the Site; or (iii) offer opportunities to some or all Site users. Target reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on the Site. Each time you use the Site, you should review the current Terms & Conditions. You can determine when these Terms & Conditions were last revised by referring to the "LAST UPDATED" legend at the top of these Terms & Conditions. Your continued use of the Site will indicate your acceptance of the current Terms & Conditions; however, any change to these Terms & Conditions after your last usage of the Site will not be applied retroactively. Target reserves the right, without notice and at its 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 (i) if you violate any of these Terms & Conditions, (ii) for any other reason or (iii) 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 these Terms & Conditions which are by their nature intended to survive termination, all representations and warranties, all limitations of liability and all indemnities shall survive such termination.

**User Reviews, Comments & Submissions**

Target welcomes your reviews, comments, and other communications, photos, videos, or any other content that you submit through or to the Site, or any content or information you publish through any social media and allow Target to feature, such as your name, social media handle, accompanying text, and any images, videos, or audio from your social media accounts (e.g. Twitter™, Instagram™, Pinterest™) (collectively, "User Content") as long as the User Content submitted by you complies with these Terms & Conditions. User Content will not include any photographs or images you submit as part of a Transaction (as defined below). 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 Target 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 Target 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 Target the right to include the name provided along with the User Content submitted by you; provided, however, Target 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, including but not limited to permission from or on behalf of any individuals that appear in the User Content to use, and grant to third parties such as Target the right to use, their name, image, voice and/or likeness without compensation to you or any other person or entity. 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.

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**Target Services/Programs**

• Target Circle™ Loyalty Program

• Order Pickup and Drive Up

• Target Wallet

• Automatic Renewal of Shipt Membership Fees

• Target Plus™

**Target Circle Loyalty Program**

Target Circle is a voluntary loyalty program. By joining or using Target Circle you agree to these Target Circle Terms. Target may update the Target Circle Terms or make any changes to the Target App or to the Site at any time without notice. You agree to any updates to the Target Circle Terms by continuing to participate in the program.

In the Target Circle Terms, these words are defined as follows:

**Target Circle** is a loyalty program offered by Target Corporation.

**Target Circle Terms** are these terms that govern the Target Circle program.

**Target Circle Earnings** are rewards which can be earned by Target Circle members by making purchases with non-RedCard payment types.

**Community Giving Program** is the program which provides Target Circle members the opportunity to earn and cast votes to help direct where Target makes its Donation to Nonprofits.

**Nonprofits** are the nonprofit organizations selected by Target for the Community Giving Program.

**Donation** is the charitable donation Target makes to Nonprofits in the Community Giving Program.

**Voting Period** is the time period during which Target Circle members can cast votes for Nonprofits in the Community Giving Program.

Receiving Target Circle Benefits

When you are a Target Circle member, in order to receive, earn and redeem all the Target Circle benefits, you need to provide your first and last name and a valid email address in your Target account. In order to receive birthday rewards, you also need to provide your birthday in your Target Circle account.

To earn Target Circle Earnings rewards and Community Giving Program votes, you must identify yourself as a Target Circle member when you make a purchase at Target. When you make a purchase in Target stores, you can identify yourself as a Target Circle member at checkout by entering your mobile telephone number, scanning the Wallet barcode in the Target App, or paying with the RedCard connected to your Target Circle account. You need to provide a valid United States mobile telephone number in your Target account if you want to use your mobile telephone number to identify yourself as a Target Circle member at checkout. You need to connect your debit or credit RedCard to your Target Circle account if you want to use your RedCard to identify yourself as a Target Circle member at checkout. If you do not identify yourself as a Target Circle member in the store at checkout, you can identify yourself later by using the Target App to scan your purchase receipt barcode up to 7 days after a making an eligible purchase. When you make a purchase on Target.com or in the Target App, you can identify yourself as a Target Circle member by signing in to your Target account before you place your order.

For in-store transactions, if you identify yourself as a Target Circle member in a single transaction using multiple identification methods (e.g. provide your telephone number and pay with your connected RedCard) that are not associated with the same Target Circle account, Target Circle benefits will be awarded to and/or redeemed from only one of the associated Target Circle accounts, which will be determined at Target’s sole discretion.

You can connect your debit or credit RedCard to your Target Circle account to participate in certain Target Circle offers and programs. After your RedCard is connected, when you use your RedCard to make purchases at Target, you will receive Target Circle transaction benefits, including Community Giving Program votes, but you will not earn Target Circle Earnings rewards. You will receive the RedCard 5% discount on eligible purchases (see Target.com/RedCard for the 5% discount program rules) instead of Target Circle Earnings rewards. Each RedCard can only be connected to one Target Circle account.

Target Circle Earnings rewards and Community Giving Program votes do not expire as long as you are actively participating in the Target Circle program. **Target Circle Earnings rewards will expire if you have not earned or redeemed any Target Circle Earnings rewards for one year.** If you do not participate in Target Circle for more than one year, Target reserves the right to expire any uncast Community Giving Program votes and/or delete your Target Circle account without notice to you. Neither Target Circle Earnings rewards nor Community Giving Program votes will be reinstated if they expire. Community Giving Program votes may expire before the end of any particular Voting Period.

One Target Circle membership is permitted per guest. Your membership and any Target Circle benefits, including Target Circle Earnings rewards and Community Giving Program votes, are non-transferable and are subject to future Target Circle Terms. Neither Target Circle Earnings rewards nor Community Giving Program votes can be combined or transferred between Target or Target Circle accounts.

Target Circle may be used only for personal, family and household purposes. You agree that you will not use Target Circle for business or commercial purposes. Resellers are expressly excluded from Target Circle. If you purchase items in violation of these terms, including resale, Target reserves the right to not award Target Circle Earnings rewards and Community Giving Program votes, to deduct improperly awarded Target Circle Earnings rewards and Community Giving Program votes, and/or to terminate your participation in Target Circle.

Additional bonus offer opportunities may be available for some Target Circle members in some or all markets, at the sole and absolute discretion of Target, and will be available through the Target App and Target.com/circle. The communication about any bonus offer opportunity will include additional terms and conditions, if applicable. Go to Target.com/circle and sign in to see any offers available to you.

Opting out of Target Circle and forfeiture of Target Circle Benefits.

**If you no longer wish to be a Target Circle Member, you can opt out of Target Circle** [**here**](https://www.target.com/circle/optout)**.**

**If you opt out of Target Circle, any accumulated Target Circle Earnings rewards and Community Giving Program votes will be deleted and you may not have access to other Target Circle benefits**. If you later re-join Target Circle, any deleted Target Circle Earnings rewards or Community Giving Program votes will not be reinstated.

**If you or Target delete, suspend or close your Target Circle account or your Target account, any accumulated Target Circle Earnings rewards and Community Giving Program votes will be deleted and you may not have access to other Target Circle benefits.** Any deleted Target Circle Earnings rewards or Community Giving Program votes will not be reinstated. In the event of any abusive or fraudulent activity related to Target Circle, and/or any violation of Target Circle terms, as determined in our sole discretion, Target reserves the right to make any adjustments to your Target Circle account and/or terminate your participation in Target Circle at any time.

If you enroll or participate in Target Circle using an invalid telephone number, such as a toll free number, international telephone number, invalid area code or invalid exchange, Target reserves the right to delete Target Circle Earnings rewards, Community Giving Program votes and any other Target Circle benefit associated with the invalid telephone number. Target will not reinstate any deleted Target Circle Earnings rewards, Community Giving Program votes or other Target Circle benefits if a valid telephone number is subsequently provided.

Target reserves the right to change, limit, modify or terminate Target Circle, the Target Circle Terms, and/or your membership, for any or no reason, at any time, with or without notice.

1% Target Circle Earnings Reward

As a member of Target Circle, every time you use a non-RedCard form of payment and identify yourself as a Target Circle member, you earn Target Circle Earnings rewards at a rate of 1% of the eligible purchase amount minus the value of any promotions, discounts, coupons and Target Circle Earnings reward redemptions.

Target Circle Earnings rewards can only be redeemed for merchandise or services at Target. Target Circle Earnings rewards have no cash value and cannot be redeemed for cash.

You will not earn Target Circle Earnings rewards on purchases if you use both a RedCard and a non-RedCard form of payment on a single purchase.

Target may provide Target Circle members and/or RedCard holders the opportunity to earn bonus Target Circle Earnings rewards. These opportunities may have terms and conditions in addition to or different from those provided in the Target Circle Terms. Unless otherwise stated, the Target Circle Terms will apply to any such opportunity.

Only purchases made at Target stores or online at Target.com or in the Target App are eligible to earn Target Circle Earnings rewards.

Target Circle Earnings rewards are not earned on the following:

* adult beverage purchases;
* purchases of prescriptions and over-the-counter items located behind the pharmacy counter;
* purchases made at some partner businesses, including in-store clinics, and Target Optical;
* purchases made on the Shipt App and tips for Shipt shoppers;
* purchases made from Target through 3rd party sites such as Google Express;
* purchases of Target GiftCards, and Visa, American Express and Mastercard gift cards and prepaid cards;
* taxes, shipping, delivery, handling and all other fees or charges;
* payment of any RedCard balance, debit card cash withdrawals at checkout and payments for insufficient funds;
* prior purchases (except if you are able to submit a receipt from a prior purchase within 7 days); or
* where otherwise prohibited by law.

Other restrictions may apply to earning Target Circle Earnings rewards.

To redeem Target Circle Earnings rewards you will need a Target account, including your telephone number if you joined Target Circle by providing your telephone number. Once your Target account profile is complete, you can redeem Target Circle Earnings. To redeem on your next purchase in Target Stores, elect to apply the Target Circle Earnings reward in your Target Circle account, and then either provide your mobile telephone number or scan your Wallet in the Target App during checkout. To redeem on Target.com, apply the Target Circle Earnings reward to your next online order during checkout on Target.com or the Target App.

When you elect to redeem Target Circle Earnings rewards, the entire amount will be applied to your next purchase as a Target discount. You cannot elect to redeem only a portion of your Target Circle Earnings rewards. If your purchase is less than the amount of the Target Circle Earnings rewards you have redeemed, the remaining amount may be unavailable for a second transaction until the first transaction has completed processing.

Target Circle Earnings rewards are applied to the total purchase amount after all other discounts have been applied to the purchase transaction, except that if you use your RedCard to pay for the purchase, any applicable RedCard 5% Discount will be applied to the transaction after the Target Circle Earnings rewards are redeemed.

Target Circle Earnings rewards cannot be redeemed for the following:

* adult beverage purchases;
* dairy product purchases;
* purchases of prescriptions and over-the-counter items located behind the pharmacy counter;
* purchases made at some partner businesses, including in-store clinics, Target Optical and Target Plus Partners;
* Same Day Delivery purchases, purchases made on the Shipt app and tips for Shipt shoppers;
* purchases made from Target through 3rd party sites such as Google Express;
* purchases of Target GiftCards, and Visa, American Express and Mastercard gift cards and prepaid cards;
* taxes, shipping, delivery, handling and all other fees or charges;
* payment of any RedCard balance, debit card cash withdrawals at checkout and payments for insufficient funds;
* prior purchases; or
* where otherwise prohibited by law.

Other restrictions may apply to redeeming Target Circle Earnings rewards.

If items that earned Target Circle Earnings rewards are returned, the associated Target Circle Earnings rewards may be removed from your Target Circle Earnings rewards balance. If you have already redeemed Target Circle Earnings rewards on the returned items, Target reserves the right to take your Target Circle Earnings rewards to a negative balance (i.e. a balance of less than zero in your Target Circle account). In such event you will not have redeemable Target Circle Earnings rewards until the balance is greater than zero.

For Target Circle members who had a 1% earnings balance as of 9/4/2019, the unspent earnings were transferred to an eGiftCard which can be found in your Target account or in the Wallet in the Target App. The eGiftCard does not expire and can be redeemed for merchandise or services other than gift cards and prepaid cards at Target stores or on Target.com but cannot be redeemed for cash or credit except where required by law. View the eGiftCard for terms and conditions.

Community Giving Program

Target may run multiple local Community Giving Programs. By participating in Target Circle you have access to one Community Giving Program associated with your preferred store location as designated in your Target account settings. In each Community Giving Program, Target will make a Donation to be allocated among Nonprofits. Multiple store locations may be tied to a single Community Giving Program. The Nonprofits, Donation amount and Voting Period may vary by Community Giving Program. The allocation of the Donation among the Nonprofits for each Community Giving Program will be based on the percentage of votes each Nonprofit receives during the applicable Voting Period for that Community Giving Program. With respect to each Community Giving Program, the list of participating Nonprofits, the dates comprising the applicable Voting Period, and the Donation to be divided among the Nonprofits can be seen by logging on to and viewing the Target Circle voting screen on the Target App or at Target.com/circle.

As a member of Target Circle, every time you make an eligible purchase and identify yourself as a Target Circle member, you earn one vote. Only purchases made at Target stores or online at Target.com or in the Target App are eligible to earn Community Giving Program votes.

Votes are not earned on a purchase transaction that is comprised only of one or more of the following: adult beverage purchases; purchases of prescriptions and over-the-counter items located behind the pharmacy counter; purchases made at some partner businesses, including in-store clinics, and Target Optical; purchases made on the Shipt App and tips for Shipt shoppers; purchases made from Target through 3rd party sites such as Google Express; purchases of Target GiftCards, and Visa, American Express and Mastercard gift cards and prepaid cards; taxes, shipping, delivery, handling and all other fees or charges; payment of any RedCard balance, debit card cash withdrawals at checkout and payments for insufficient funds; prior purchases (except if you are able to submit a receipt from a prior purchase within 7 days); or where otherwise prohibited by law.

To cast Community Giving Program votes, follow the instructions located under Target Circle benefits in your Target account via the Target App or Target.com/circle. You must have access to internet through your own device to participate. You must be a Target Circle member in good standing to participate. Votes have no cash value and do not represent an actual donation to any Nonprofit; rather, they are just the means to vote for allocation of the Donation from Target in each Community Giving Program. Target’s tally of votes is final. Each vote is intended for one-time use by you. If Target detects any inappropriate conduct related to votes or votes made outside the above guidelines, votes may be disregarded. In the event any aspect of Target Circle, including the voting, is disrupted in any way, Target reserves the right to allocate the Donation for any affected location in a fair and equitable manner, as determined by Target.

From time to time, Target may provide the opportunity to cast Community Giving Program votes to direct additional or supplemental Donations. These opportunities may have terms and conditions in addition to or different from those provided in the Target Circle Terms. Unless otherwise stated, the Target Circle Terms will apply to any such opportunity.

Birthday Reward

When you include your birth date in your Target Circle account, on or near your birthday you will receive a birthday reward. The reward can be accessed either in the Target App or on Target.com. The reward will contain the full details on how to redeem the reward, and will include any applicable redemption restrictions and expiration date. Birthday rewards given will vary and are limited to one award per year per Target Circle account.

Target Circle Offers (formerly Cartwheel)

Target Circle includes an option to redeem coupons on products in Target Stores. To access Target Circle Offers, you must sign in to the Target App using your Target.com account.

Target Circle Offers are only valid in store, unless explicitly noted otherwise. No more than one manufacturer coupon (paper or digital), one Target coupon and one Target Circle Offer can be combined on any item. Each Target Circle Offer may be used for up to a maximum of 4 qualifying items per offer per transaction, unless otherwise noted. There is a limit of 1 Wallet barcode or telephone number redemption per transaction and 6 Wallet barcode or telephone number redemption transactions per day. Target Circle Offers cannot be applied with a price match. Target Circle Offers will be void if copied, scanned, altered, transferred, purchased, sold or prohibited by law. All Target Circle Offers may not be available at all stores due to product availability. The Target Circle Offer value may not exceed the value of the item purchased. All Target Circle Offers will have no cash value.

To redeem Target Circle Offers, you may use the Target App on your mobile device or a printout of your barcode. Photographs of barcodes will not be accepted. You may also redeem Target Circle Offers using the valid telephone number you provided for your Target account.

Target has the right to remove or cancel offers from Target Circle, and from your shopping list, at any time and for any reason without notice.

Only those Target Circle Offers that are on your saved offers list at the time of purchase can be redeemed. If you print your list and an offer expires or is canceled before you redeem the offer, that offer will not be valid.

For Target Circle Offers with a percentage discount, the actual dollar value may vary based on the item price at each store.

The numbers shown for total savings at the individual and global level for Target Circle Offers are specific to each account and do not reflect combined totals or the impact of any returns or exchanges that may be associated with those transactions.

All Target Circle Offers are subject to local and state laws and regulations. Such offers may be restricted or void in some locations. Target shall have no liability for the impact such laws or regulations may have on the ability to utilize such offers.

All descriptions, images, references, features, content, specifications, products and prices described or depicted on Target Circle are subject to change at any time without notice.

Pricing, promotions and availability of items appearing in Target Circle Offers may vary by store location. Not all items are available in all markets. Descriptive, typographic and photographic errors are subject to correction and Target shall have no liability of any kind for such errors.

**Order Pickup and Drive Up**

Some products offered on the Site are available for pickup in stores at the Guest Service counter or through our drive up service, including items shipped to a store of your choice for pickup in store. Not all items are available for this service nor is the pickup in store service or the drive up service available in all stores. Once your order is ready for pickup, you will be notified and charged for such item(s). We will notify you in the event that an item is unavailable at that store. If someone else will be picking up your order, you must designate him/her as an alternate pickup person when ordering. When picking up your drive up order, you will need your mobile phone to present the barcode associated with your order and sign for your order. When picking up your in-store order pickup, you or your alternate pickup person can use the pickup barcode associated with your order, or a valid government issued ID.

For all orders that do not contain any fresh grocery items, Target will hold your items for three days starting from the time that Target sends you the notice that your items are ready for pickup (“Original Time Window”). If your order has not been picked up within that time frame, you may elect to extend it for three additional days. This extension must occur before your Original Time Window expires. After three days (or six days if you chose to extend the Original Time Window), if you don’t pick up your order, your order will be canceled and you will be issued a refund for the items for which you were charged. In no event will orders be held for more than six days.

For orders that contain any fresh grocery items, your order will be held until store close of the next business day. If you don’t pick up your order, your order will be canceled and you will be issued a refund for the items for which you were charged. Orders that contain fresh grocery items cannot be extended. Orders that contain both fresh grocery items and non-grocery items will be subject to this pickup window.

Target reserves the right to limit the quantity of items ordered for pickup as well as the days of the year and daily hours that this service is offered.

**Target Wallet**

To access the Target Wallet ("Wallet"), you must have the Target Application ("Target App") on your mobile phone, a Target.com account, and you will need to use a security feature on your mobile phone, such as Touch ID or passcode, or log in to your Target.com account.

The Wallet allows you to pay for goods and services in Target stores with a Target Mastercard, Target Credit Card, Target Debit Card (each a “RedCard”) or a Target GiftCard. Merchandise Return Cards cannot be added to the Wallet.

The Wallet cannot be used to make purchases on Target.com, at merchants outside of Target or at certain independent businesses within Target stores, such as Optical eye exams and certain restaurants.

Target discounts, such as Cartwheel and digital coupons, are also available in the Wallet.

To add a RedCard to the Wallet, you will need the card number, unless the card is already saved in your Target.com account, and you will need the card’s PIN. To add a Target GiftCard to the Wallet, you will need the card and access numbers.

If your RedCard or GiftCard is deactivated, suspended, closed or otherwise not valid, you will not be able to use that card for payment using the Wallet. Target reserves the right to suspend or terminate your access to or use of the Wallet at any time, without notice and in its sole discretion.

Target does not charge you to use the Wallet, but message and data rates may apply from your mobile phone service provider, and you are responsible for those fees and charges.

If you use the Wallet, you are responsible for maintaining the confidentiality of the Wallet, and you agree to accept responsibility for all activities that occur in the Wallet. The terms and conditions of your RedCard credit card or debit card agreements govern the use of your payment method in the Wallet.

Target may restrict, or otherwise limit, the products purchased through the Wallet. In addition, some products or services may not be eligible for purchase using the Wallet, or may require additional verification prior to completion of purchase through the Wallet. Any restrictions or limitations on such products are solely at Target’s discretion.

The Wallet in the Target App is subject to these [Terms and Conditions](https://www.target.com/c/terms-conditions/-/N-4sr7l) and the [Target privacy policy.](https://www.target.com/c/target-privacy-policy/-/N-4sr7p)

**Automatic Renewal of Shipt Membership Fees**

By authorizing Target to process your payment for a Shipt membership fee and Shipt membership fee renewals, you accept all of these terms, conditions, limitations and requirements.

When you sign up for an annual Shipt membership through Target.com, Target will process your payment for the first annual Shipt membership fee and after that will automatically process your payment each year for the Shipt membership fee renewal. Your Shipt membership will remain in effect until it is canceled.

The cost of a Shipt annual membership is disclosed at the time you sign up for a Shipt membership, and the fee is nonrefundable. If you were offered a free trial of a Shipt membership, you will need to contact Shipt to cancel your membership before the end of the free trial period to avoid being charged the membership fee. To prevent the automatic renewal of your annual Shipt membership fee, you must cancel your membership before the next annual membership fee is charged.

To cancel your membership, contact Shipt at (205) 502-2500 or send an email to xteam@shipt.com with your full name, phone number and e-mail address.

If there are changes related to the cost of the membership or if any problems arise with your payment method connected with your Shipt membership that Target is unable to resolve, we or Shipt will notify you through the email address associated with your Target.com account or your Shipt account. You will not be charged for a Shipt membership until the problem has been resolved, which may result in the cancellation or expiration of your Shipt membership.

Only valid credit cards or a Target Debit Card can be used to purchase a Shipt membership on Target.com. You cannot use a debit card, other than the Target Debit Card, to pay for a Shipt membership on Target.com. Target GiftCards may be used as payment for the initial Shipt membership purchase however, a valid credit card or Target Debit Card will still be required when you first sign up, and will be used to pay for membership renewals. PayPal cannot be used to pay for Shipt memberships at this time.

The amount of each annual Shipt membership fee renewal will be billed to the credit card or Target Debit Card you authorize for the initial Shipt membership purchase, and your card will be billed on the day your annual membership renews. If we are unable to process your payment for a membership fee renewal, your Shipt membership will not be renewed and will expire.

If you cancel your Target.com account, your Shipt membership fee will not be renewed and your Shipt membership will expire at the end of the current annual membership period.

You can view the details of your Shipt membership fee by visiting Orders in your Target.com account and viewing the order details. If you want to change or cancel the payment card you use for your Shipt membership fee, you can do so at any time by logging into My Account on Target.com, selecting Wallet and then edit or delete the payment card associated with your Shipt membership fee.

The terms of your membership are subject to Shipt’s terms (www.shipt.com/terms) and privacy policy (www.shipt.com/privacy). Contact Shipt directly at (205) 502-2500 with any questions about or issues with your Shipt membership.

**Target Plus™**

Target Plus provides third party companies (“Target Plus Partners”) the opportunity to sell and ship items directly to you through the Site. Target will process your payment for items sold by Target Plus Partners, and Target will handle any payment-related disputes, refunds, credits, and adjustments. Target Plus Partners will not have access to your payment information, other than your name and contact information as required for delivery of purchases and related customer service.

You acknowledge and agree that these items are being sold to you directly by Target Plus Partners, not by Target, and that the Target Plus Partner, not Target, will be responsible for the fulfillment and shipping of such items. A Target Plus Partner page is available for each Target Plus Partner, and contains information regarding the company and its policies, including its return and privacy policies. Items sold by Target Plus Partners can be returned to Target, subject to the Target Plus Partner’s Return Policy. Target is not responsible, nor does it provide any warranties or guarantees, for the products or services that are, or may be, provided by Target Plus Partners.

TO THE FULLEST EXTENT PROVIDED BY APPLICABLE LAW, YOU ACKNOWLEDGE AND AGREE THAT TARGET WILL NOT BE LIABLE FOR ANY ACTIONS OF A TARGET PLUS PARTNER OR ANY PRODUCTS OR SERVICES SOLD BY SUCH TARGET PLUS PARTNER.

Items sold by Target Plus Partners are not eligible for price match.

**Transactions**

• User Transactions

• Limitations on Quantity

• Colors

• Availability, Errors & Inaccuracies

• International Shippig

• Healthcare Information

• Rules of Promotions

• Returns

• Gift Cards & Certificates

• Music Downloads

• Video, Movie, TV Program, & Computer Game Ratings

• Text Messages

**User Transactions**

If you wish to purchase any product or service made available through the Site including items sold by Target and items sold by a Target Plus Partner (each such purchase, a "Transaction"), you may be asked to supply certain information relevant to your Transaction including, without limitation, information about your method of payment (such as your payment card number and expiration date), your billing address, and your shipping information. YOU REPRESENT AND WARRANT THAT YOU HAVE THE LEGAL RIGHT TO USE ANY PAYMENT CARD(S) OR OTHER PAYMENT METHOD(S) UTILIZED IN CONNECTION WITH ANY TRANSACTION. By submitting such information, you grant to Target 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.

For Same Day Delivery orders placed through the Site, Target will temporarily authorize your payment card for your order amount plus an additional amount to allow for substitutions and special requests related to your Same Day Delivery order. You will only be charged for the items you receive. The final total will be shown in your account and provided via email after delivery of your order.

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. It is your responsibility to ascertain and obey all applicable local, state, federal, and international laws (including minimum age requirements) in regard to the receipt, possession, use, and sale of any item purchased from this Site. By placing an order, you represent that the products ordered will be used only in a lawful manner. All DVDs and similar products sold are for private, non-public, home use (where no admission fee is charged) and may not be duplicated. Target reserves the right, with or without prior notice, to do any one or more of the following: (i) limit the available quantity of or discontinue any product or service; (ii) impose conditions on the honoring of any coupon, coupon code, promotional code, or other similar promotion; (iii) bar any user from making or completing any or all Transaction(s); and (iv) refuse to provide any user with any product or service. 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. In addition, you remain responsible for any taxes that may be applicable to your Transactions.

Target or our agents may call or text by telephone regarding your account or your Transactions. You agree that we may place such calls or texts using an automatic dialing/announcing device. You agree that we may make such calls or texts to a mobile telephone or other similar device. You agree that we may, for training purposes or to evaluate the quality of our service, listen to and record phone conversations you have with us.

**Limitations on Quantity**

Target does not offer additional discounts on large orders of a single item or on large orders of many individual items. In addition, we reserve the right to limit quantities on orders placed by the same account, on orders placed by the same method of payment, and on orders that use the same billing or shipping address. We will notify you if such limits are applied. Target reserves the right to prohibit purchases of any merchandise to resellers. Resellers are defined as a company or an individual that purchases goods with the intention of selling them rather than using them.

**Colors**

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

**Availability, Errors & Inaccuracies**

If an item is out of stock, Target or a Target Plus Partner, may, in its sole discretion and at no extra cost to you, substitute another item for the out-of-stock item if Target, 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.

Target’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. Target 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, including for items sold by Target Plus Partners. Target, or Target Plus Partners, reserve 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. If we determine that there were inaccuracies in our product information, we will cancel your order and notify you of such cancellation via email. Target Plus Partners may have different shipping procedures and processes in place for item availability and price adjustments.

**International Shipping**

Target partners with Borderfree, Inc. (“Borderfree”) to fill international shipping orders. Orders shipped internationally via Borderfree are subject to Borderfree’s Terms & Conditions. International Orders are not eligible for: free shipping (including for Red Card holders), free returns, gifts/gift cards with purchase, gift wrap services, Target Plus Partner items, Cartwheel offers, subscriptions, registries, coupons, order pickup, extended service plans. Other promotional restrictions may apply.

**Healthcare Information**

THE INFORMATION CONTAINED IN THE HEALTH CARE PAGES OF THE SITE IS INTENDED FOR EDUCATIONAL PURPOSES ONLY. IT IS NOT INTENDED AS MEDICAL ADVICE FOR INDIVIDUAL CONDITIONS OR TREATMENT, IT IS NOT A SUBSTITUTE FOR A MEDICAL EXAM, AND IT DOES NOT REPLACE THE NEED FOR SERVICES PROVIDED BY MEDICAL PROFESSIONALS. TALK TO YOUR DOCTOR OR PHARMACIST BEFORE TAKING ANY MEDICATION (INCLUDING ANY HERBAL MEDICINES OR SUPPLEMENTS). ONLY YOUR DOCTOR OR PHARMACIST CAN PROVIDE YOU WITH ADVICE ON WHAT IS SAFE AND EFFECTIVE FOR YOU. THE INFORMATION CONTAINED ON THE SITE CONCERNING HERBAL MEDICINE CONTAINS INFORMATION ABOUT HERBAL THERAPIES AND OTHER DIETARY SUPPLEMENTS, WHICH ARE NOT REGULATED IN THE UNITED STATES BY THE FOOD AND DRUG ADMINISTRATION. ADDITIONALLY, THE MANUFACTURE AND DISTRIBUTION OF HERBAL SUBSTANCES IS NOT REGULATED IN THE UNITED STATES, AND NO QUALITY STANDARDS CURRENTLY EXIST. BECAUSE OF THE UNREGULATED NATURE OF THE HERBAL AND SUPPLEMENT INDUSTRY, YOU NEED TO DISCUSS USE OF THESE SUBSTANCES WITH YOUR DOCTOR OR PHARMACIST.

**Rules for Promotions**

Any sweepstakes, contests, raffles, or other promotions (collectively, "Promotions") made available through the Site may be governed by rules that are separate from these Terms & Conditions. If you participate in any Promotions, please review the applicable rules as well as our [Privacy Policy](http://www.target.com/spot/privacy-policy). If the rules for a Promotion conflict with these Terms & Conditions, the Promotion rules will apply.

**Returns**

If you are not fully satisfied with your purchase of items sold by Target, you may return it in accordance with Target’s Return Policy. If you are not satisfied with your purchase of items sold by a Target Plus Partner, you may return it to a Target Store or by mail in accordance with the Target Plus Partner’s Return Policy. The [Return Policy and each Target Plus Partner’s Return Policy](https://www.target.com/guest/returns#?lnk=snav_rd_return_policy) is incorporated into these Terms & Conditions in its entirety.

**Gift Cards & Certificates**

All gift cards, e-gift cards, and other gift certificates are deemed purchased in and issued from the State of Minnesota. 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.

**Music Downloads**

Digital music downloads offered by Target ("Music Downloads") are provided for your personal, noncommercial use only in the United States, its territories and possessions. All purchases of music content ("Music Content") are deemed final and are non-refundable. The use and purchase of Music Content require compatible devices, Internet access, and certain software (fees may apply); may require periodic updates; and may be affected by the performance of these factors. We reserve the right to change the prices and availability, including removal of Music Content, without prior notice to you. In accessing Music Content through Target, You agree:

* To not modify, or attempt to modify, any software or Music Content purchased through Target for any reason whatsoever, including for the purpose of disguising or changing ownership or source of the Music Content.
* Any reproduction, redistribution, transmission, sale, broadcast, public performance, rental or lending, adaptation, sub license, modification, promotion or other use of the Music Content, including, without limitation, any use that requires a synchronization license with respect to the underlying musical composition, without the prior written consent of the copyright owner is a violation of the law and is expressly prohibited.
* Other than as expressly set forth herein, copying, sharing or transferring of the Music Content is expressly prohibited.

Downloads of Music Content may be purchased individually, collectively as albums, or, in some cases, only in the form of albums. All Music Downloads sold through Target are encoded in a high quality MP3 or AAC+ format. Once a Music Download is burned to a CD it may not be copied, distributed or transferred from that CD to any other media or device. Music Content may not be used as a musical "ringer" in connections with phone calls. All Music Downloads of Sony Music Entertainment content are sold directly by SME Digital LLC via MediaNet as its agent.

**Video, Movie, TV Program & Computer Game Ratings**

Target participates in the video and computer game industry’s standardized rating system developed by the Entertainment Software Rating Board (ESRB), and in the Motion Picture Association of America (MPAA) ratings system. ESRB ratings are placed on game packaging and MPAA ratings are placed on movie and television show packaging to let you know the nature of the content and the ages for which the game or movie is appropriate. You can find this information on the item description page for the game or movie, and you can also learn more by going to [ESRB Guidelines](http://help.target.com/help/subcategoryarticle?childcat=Video+game+ratings+%28ESRB%29&parentcat=Parental+Ratings). Target does not sell games rated "AO: Adult Only" or movies rated NC-17. Games rated "M: Mature" and movies rated R are intended for mature audiences only and are noted as such on this Site. By ordering any "M: Mature" rated game, certain "RP: Rating Pending" games, an R-rated movie, or certain "NR: Not Rated" movies, you are certifying that you are at least 17 years of age.

**Text Messages**

Your carrier’s standard message rates will apply to your entry or submission message, Target’s confirmation, and all subsequent text messages. Other charges may apply. All charges are billed by and payable to your mobile service provider.

Target will not be liable for any delays in the receipt of any text messages. Delivery is subject to effective transmission from your network operator.

Data obtained from you in connection with this text messaging service may include your mobile phone number, your carrier’s name, and the date time and content of your messages and other information you provide to Target as part of this service. Target may use this information to contact you and provide services you request from Target. Target may also use this information as described in the subscription list you’ve enrolled in. Target may use an automatic dialing system to deliver text messages to you.

Maximum number of messages per month will vary based on the subscription list you’ve enrolled in. You can unsubscribe at any time by texting **STOP** to 827438 (TARGET) and you will receive a text confirming that you have been unsubscribed for Target’s text message list. If you have questions, reply **“HELP”** to 827438 (TARGET) or contact Target at 1-800-440-0680.

**Miscellaneous**

• Mobile Application Users

• Links to Third-Parties’ Websites

• Filtering

• Risk of Loss

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• DMCA Notice - Notice & Procedure for Making Claims of Copyright Infringement

• Disclaimers of Warranties

• Jurisdictional Issues

• Limitation of Liability

• Indemnification & Defense

• Notices & Electronic Communications

• Notice for California Residents

• Arbitration Agreement

• Choice of Law, Forum Selection, & Jury Waiver

• Miscellaneous

• Contact Us

**Mobile Application Users**

The following provisions apply to users of Target mobile applications (each, an “Application”):

*Users of the Apple Application*

If you download and/or use our Application(s) for iPhone or iPad: These Terms & Conditions incorporate by reference the Licensed Application End User License Agreement (the “LAEULA”) published by Apple, Inc. (located online at http://www.apple.com/legal/itunes/appstore/dev/stdeula/). For purposes of these Terms & Conditions, the Application is considered the “Licensed Application” as defined in the LAEULA and Target is considered the “Application Provider” as defined in the LAEULA. If any of these Terms & Conditions conflict with the terms of the LAEULA, these Terms & Conditions shall control.

*Mobile Service, Internet and Service Fees*

The use of the Application requires use of a mobile device and wireless mobile data service, which must be obtained from your wireless carrier, and may require Internet access, which must be obtained from your service provider; you are responsible for obtaining and paying for such additional services and obtaining a suitable device, including without limitation all usage charges related thereto. You may be required to send and receive, at your cost, electronic communications related to the Application, including without limitation, administrative messages, service announcements, diagnostic data reports, and Application updates, from Target, your mobile carrier or third party service providers. If you do not have an unlimited wireless mobile data plan, you may incur additional charges from your wireless service provider in connection with your use of the Application. You are solely responsible for obtaining any additional subscription or connectivity services or equipment necessary to access the Application, including but not limited to payment of all third party fees associated therewith, including fees for information sent to or through the Application.

The Application may not work with all devices or all mobile carriers. Target makes no representations that the Application will be compatible with or provided by all mobile carriers. In the event that fees are charged for the Application, or other third party service providers charge a fee for the products or services they provide, you agree to pay such fee to the respective party in exchange for your continued use of such products or services. Some services may be subject to different or additional terms (including fees), which you will be required to agree to prior to your use of such services.

**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. Target 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, Target 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 Target 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.

**Filtering**

Pursuant To 47 U.S.C. Section 230(d) as amended, we hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following website:

[OnGuard Online](http://onguardonline.gov/) (http://onguardonline.gov/). Please note that we do not endorse any of the products or services listed at such website.

**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.

**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.

**Financial Disclosure**

Forward-Looking Statements

The Site, and any documents issued by us and available through the Site, may contain forward-looking statements, which are based on our current assumptions and expectations. These statements are typically accompanied by the words "expect," "may," "could," "believe," "would," "might," "anticipates," or words of similar import. Forward-looking statements also include statements or other passages primarily relevant to expected future events or that can only be evaluated by events that will occur in the future. All such forward-looking statements are intended to enjoy the protection of the safe harbor for forward-looking statements contained in the Private Securities Litigation Reform Act of 1995, as amended. Although we believe there is a reasonable basis for the forward-looking statements, our actual results could be materially different. The most important factors which could cause our actual results to differ from our forward-looking statements are set forth on our description of risk factors in our Annual Report on Form 10-K, Quarterly Reports on Form 10-Q or Current Reports on Form 8-K, which should be read in conjunction with the forward-looking statements on the Site. Forward-looking statements speak only as of the date they are made, and we do not undertake any obligation to update any forward-looking statement. In addition, please note that information contained in the Site shall not be included as part of, or incorporated by reference into (nor shall it be deemed to be a part of or incorporated by reference into), any prospectus or offering memorandum of Target used in connection with the offering or sale of securities.

Webcasts Calls

From time to time, Target provides earnings or other financial information to the public via webcasts or conference call. Unauthorized recording or downloading of these is not permitted. Any rebroadcast or rewebcast of these events is prohibited without the express prior consent of Target. Information provided is only accurate as of the date of the event.

Third-Party Financial Information

We provide links and access to third-party web sites or services that contain information that is provided as a service to those interested in the information. Target neither regularly monitors nor assumes responsibility for the content of third parties’ statements or web sites. Accordingly, Target does not endorse or adopt these web sites or any information contained therein. Target makes no representations or warranties whatsoever regarding their accuracy or completeness.

**DMCA Notice - Notice & Procedure for Making Claims of Copyright Infringement**

Target’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 Target’s copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Target that your copyrighted material has been infringed. Target 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, Target will respond by either taking down the allegedly infringing content or blocking access to it. Target may contact the notice provider to request additional information. Under the DMCA, Target 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 Target 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:

* 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].");
* 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;
* Provide information sufficient to permit us to contact the copyright owner directly: name, street address, telephone number, and email (if available);
* If available, provide information sufficient to permit us to notify the Alleged Infringer (email address preferred);
* 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";
* 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";
* Be signed; and
* Be sent to our DMCA designated agent at the following address:

DMCA Designated Agent

Target Brands, Inc.

1000 Nicollet Mall, TPS-3165

Minneapolis, Minnesota 55403

Fax: 612-696-3399

email: DMCA@target.com

**Disclaimers of Warranties**

Target cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third-party hackers or denial of service attacks), or otherwise meet your requirements.

THE SITE AND ALL INFORMATION, CONTENT, MATERIALS , PRODUCTS, SERVICES, AND USER CONTENT INCLUDED ON OR OTHERWISE MADE AVAILABLE TO YOU THROUGH THE SITE (COLLECTIVELY, THE "SITE CONTENTS") ARE PROVIDED BY TARGET ON AN "AS IS," "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TARGET MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE ACCURACY OR COMPLETENESS OF THE SITE CONTENTS, OR THAT EMAILS SENT FROM TARGET ARE FREE OF MALWARE OR OTHER HARMFUL COMPONENTS. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. TO THE FULL EXTENT PERMITTED BY LAW, TARGET DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THE SITE AND THE SITE CONTENTS, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF TITLE, MERCHANTABILITY, AND FITNESS FOR A PARTICULAR PURPOSE OR USE.

CERTAIN PROVIDERS OF PRODUCTS MAY SEPARATELY PROVIDE LIMITED REPRESENTATIONS AND/OR WARRANTIES REGARDING THEIR PRODUCTS. THIS DISCLAIMER DOES NOT APPLY TO SUCH PRODUCT WARRANTIES.

TARGET DOES NOT REPRESENT OR WARRANT THAT THE NUTRITION, INGREDIENT, ALLERGEN, AND OTHER PRODUCT INFORMATION ON OUR SITE IS ACCURATE OR COMPLETE SINCE THIS INFORMATION IS PROVIDED BY THE PRODUCT MANUFACTURERS OR SUPPLIERS AND ON OCCASION MANUFACTURERS MAY MODIFY THEIR PRODUCTS AND UPDATE THEIR LABELS. WE RECOMMEND THAT YOU DO NOT RELY SOLELY ON THE INFORMATION PRESENTED ON OUR SITE AND THAT YOU CONSULT THE PRODUCT’S LABEL OR CONTACT THE MANUFACTURER DIRECTLY IF YOU HAVE A SPECIFIC DIETARY CONCERN OR QUESTION ABOUT A PRODUCT.

On the Site, we may display names, marks, products, advertisements, or services of third parties, pop-up texts, or links to third-party sites. If you decide to link to any such third-party sites, you do so entirely at your own risk.

**Jurisdictional Issues**

The Site is controlled and operated by Target from the United States, and is not intended to subject Target to the laws or jurisdiction of any state, country or territory other than that of the United States. Target does not represent or warrant that the Site or any part thereof is appropriate or available for use in any particular jurisdiction other than the United States. In choosing to access the Site, you do so on your own initiative and at your own risk, and you are responsible for complying with all local laws, rules and regulations. We may limit the Site’s availability, in whole or in part, to any person, geographic area or jurisdiction we choose, at any time and in our sole discretion.

**Limitation of Liability**

UNDER NO CIRCUMSTANCES SHALL TARGET OR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS BE LIABLE FOR ANY DIRECT OR INDIRECT LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE. THIS IS A COMPREHENSIVE LIMITATION OF LIABILITY THAT APPLIES TO ALL LOSSES AND DAMAGES OF ANY KIND (WHETHER GENERAL, SPECIAL, CONSEQUENTIAL, INCIDENTAL, EXEMPLARY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, LOSS OF DATA, INCOME OR PROFITS), WHETHER IN CONTRACT OR TORT, EVEN IF TARGET HAS BEEN ADVISED OF OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SITE, ANY CONTENT ON THE SITE, OR THESE TERMS & CONDITIONS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SITE. YOU ACKNOWLEDGE, BY YOUR USE OF THE SITE, THAT YOUR USE OF THE SITE IS AT YOUR SOLE RISK. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OF LIABILITY SET FORTH ABOVE, SO THIS LIMITATION OF LIABILITY MAY NOT APPLY TO YOU, AND YOU MAY HAVE RIGHTS ADDITIONAL TO THOSE CONTAINED HEREIN. THE FOREGOING PARAGRAPH SHALL NOT APPLY TO RESIDENTS OF NEW JERSEY. WITH RESPECT TO RESIDENTS OF NEW JERSEY, TARGET OR ITS EMPLOYEES, DIRECTORS, OFFICERS OR AGENTS SHALL NOT BE LIABLE FOR ANY LOSSES OR DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SITE, OR ANY MATERIALS THEREIN UNLESS SUCH DAMAGES OR INJURIES ARE THE RESULT OF TARGET’S NEGLIGENT, FRAUDULENT OR RECKLESS ACTS OR INTENTIONAL MISCONDUCT.

EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND TARGET. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TARGET. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S).

**Indemnification & Defense**

As a condition of the use of the Site, you agree to defend, indemnify and hold harmless Target 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 Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions, or any User Content submitted by you.

**Notices & Electronic Communications**

Except as explicitly stated otherwise, any notices you send to Target shall be sent by mail to Target.com Guest Services, P.O. Box 9350, Minneapolis, MN 55440-9350. In the case of notices Target sends to you, you consent to receive notices and other communications by Target 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 Target 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 Guest.service@target.com. You may also contact us by writing to Target.com Guest Services, P.O. Box 9350, Minneapolis, MN 55440-9350, or by calling us at (800) 591-3869. 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.

**Arbitration Agreement**

**Please read this section carefully. Except as the Terms & Conditions otherwise provide, you waive your rights to try any claim in court before a judge or jury and to bring or participate in any class, collective, or other representative action.**

* **Agreement to Binding Arbitration**

You and Target agree that in the event of any claim, dispute, or controversy (whether in contract, tort, statute, or otherwise) arising out of, relating to, or connected in any way with (1) the site or (2) the breach, enforcement, interpretation, application, or validity of these Terms & Conditions, such claim, dispute or controversy will be resolved exclusively by final and binding arbitration, except as otherwise set forth in these Terms & Conditions (the “Arbitration Agreement”).

* **Exceptions to Arbitration**

Notwithstanding the foregoing, in lieu of arbitration: (1) either you or Target can bring an individual claim in small claims court in the United States of America consistent with any applicable jurisdictional and monetary limits that may apply, provided that it is brought and maintained as an individual claim; and (2) you agree that you or Target may bring suit in court to enjoin infringement or other misuse of intellectual property rights.

* **Jury Trial & Class Action Waiver**

Except as the Terms & Conditions otherwise provide, you and Target acknowledge and agree that you are each waiving the right to a trial by jury. The parties further agree that any arbitration shall be conducted in their individual capacities and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. You and Target may not be plaintiffs or class members in any purported class, collective, or representative proceeding, and may each bring claims against the other only in your or its individual capacity. The arbitrator may award declaratory or injunctive relief only on an individual basis and only to the extent necessary to provide relief warranted by the individual claim.

If any court or arbitrator determines that any term in the immediately preceding paragraph is unenforceable for any reason as to any claim, then the Arbitration Agreement will be inapplicable to that claim, and that claim will instead proceed through litigation in court rather than by arbitration, but only after the conclusion of the arbitration of any claim or dispute that is subject to the Arbitration Agreement.

* **Governing Law & Arbitration Rules**

The Arbitration Agreement evidences a transaction in interstate commerce and thus the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (“FAA”), will govern the interpretation and enforcement of this section. If the FAA is found not to apply to any issue that arises under this section or the enforcement of the Arbitration Agreement, then that issue shall be resolved under the laws of the State of Minnesota.

The arbitration will be conducted under the then current and applicable rules of the American Arbitration Association (“AAA”). The AAA rules are available online at [www.adr.org](http://www.adr.org/) or by calling the AAA at 1-800-778-7879.

* **Initiating Arbitration**

If you intend to seek arbitration you must first send a written notice (“Notice”), by first class or certified mail to Target.com Guest Services, P.O. Box 9350, Minneapolis, MN 55440-9350. If Target intends to seek arbitration, Target will send a Notice to the current billing address on your account. The Notice must describe the nature and basis of the claim and the specific relief sought. If the parties cannot reach an agreement within 30 days from the receipt of the Notice, either party may initiate arbitration proceedings.

A form to initiate arbitration proceedings is available on the AAA site at [www.adr.org](http://www.adr.org/). In addition to filing this form with the AAA, the party initiating the arbitration must mail a copy of the completed form to the opposing party. You may send such copy to Target at Target Law Department, 1000 Nicollet Mall, TPS-3155, Minneapolis, MN 55403, and Target will send such copy to the current billing address on your account or to your attorney, if you have retained one.

* **Fees**

For claims of $100,000 (US Dollars) or less, Target will pay all filing, administration, and arbitrator fees (collectively, “Filing Fees”) unless the arbitrator determines that your claim is frivolous. For claims over $100,000 (US Dollars), you will be responsible for the Filing Fees.

* **Location & Procedure**

If your claim is for $10,000 (US Dollars) or less, you may choose to have arbitration conducted solely on the basis of documents submitted to the arbitrator, via a telephone hearing, by an in-person hearing in the county of your residence, or as otherwise mutually agreed to by the parties. If your claim exceeds $10,000 (US Dollars), the location of the arbitration and the parties’ right to a hearing will be determined in accordance with the rules of the AAA.

* **Arbitrator’s Decision**

The arbitrator’s award shall be written, and binding on the parties and may be entered as a judgment in any court of competent jurisdiction. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses, to the extent provided under applicable law. Target waives its right to seek attorneys’ fees and costs in arbitration.

**Choice of Law, Forum Selection, & Jury Waiver**

Except as set forth in the Arbitration Agreement section above, all matters relating to your access to or use of the site and all matters arising out of or related to these Terms & Conditions, will be governed by the applicable laws of the United States of America and the laws of the State of Minnesota, without regard to Minnesota’s choice of law principles. Unless you and Target agree otherwise, in the event that it is determined or these Terms & Conditions provide that a claim should not proceed through arbitration, you agree that any claim or dispute (with the exception of a claim or dispute appropriately lodged in any small claims court in the United States of America) shall be resolved in the United States District Court for the District of Minnesota, 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 District of Minnesota for any such claim, then the exclusive forum and venue for any such action shall be the courts of the State of Minnesota located in Hennepin County, and you submit to the personal jurisdiction of that court. As to any proceeding in court, you and Target both waive your right to a jury trial, unless such waiver is unenforceable.

The choice-of-law and forum-selection provisions in this section do not apply to the Arbitration Agreement or to any arbitrable disputes as provided by the Arbitration Agreement section. Instead, as provided in the Arbitration Agreement section, the FAA shall apply to any such disputes.

**Miscellaneous**

These Terms & Conditions, including policies and information linked from or incorporated herein or otherwise found on the Site, constitute the entire agreement between you and Target 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. Except as provided in the Arbitration Agreement section, 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 Target or your use of the Site, please [contact us](https://contactus.target.com/ContactUs?Con=ContactUs&searchQuery=search+help) with a detailed description, and we will try to resolve it.