

## MAXPERKS REWARDS FOR BUSINESS AND CONSUMER - TERMS & CONDITIONS

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### OVERVIEW

MaxPerks Rewards for Business ("MaxPerks") is an OfficeMax® customer reward program that allows you to earn \$25 in rewards to spend at OfficeMax for every \$500 in qualified purchases that you make during the year. Additionally, from time to time, OfficeMax may offer MaxPerks Bonus Rewards for purchases of specified products. You will also receive exclusive savings offers through the mail and email. If you do not want the exclusive savings offers, just log into your account and change your profile or call 1-866-MAXPERKS (1-866-629-7375).

### HOW TO ENROLL

To open a new MaxPerks Rewards for Business account, you can fill out an application at any OfficeMax location, online at [www.officemax.com/maxperks](http://www.officemax.com/maxperks), or by phone at 1-866-MAXPERKS (1-866-629-7375). You will be given a MaxPerks member ID after you complete the enrollment process. If you enroll in an OfficeMax store, you will be given a membership kit that contains your MaxPerks member ID at the time of enrollment. If you enroll online or by phone, we will mail a MaxPerks membership ID to you. You may begin using your MaxPerks membership immediately for all qualifying purchases including MaxPerks Bonus Rewards. Only one MaxPerks account and member ID per person is permitted at any given time. After you enroll, you will need to go to [www.officemax.com/maxperks](http://www.officemax.com/maxperks) to set up your user name and password so that you can view your balance and keep track of your rewards.

### ELIGIBILITY

MaxPerks is open to legal residents of the 50 United States (and D.C., Puerto Rico, and the Virgin Islands) age eighteen (18) years and older who have internet access to manage their MaxPerks account. Employees of OfficeMax are eligible to participate, but purchases made with their MaxPerks ID may only be for their own personal use. By enrolling in MaxPerks, you agree to jurisdiction in Cook County, Illinois. Jurisdiction means that if you sue OfficeMax for a violation of your rights under this program, you will have to bring the suit in Cook County, Illinois. MaxPerks is void where prohibited by law.

### HOW TO EARN REWARDS

If you are shopping in a retail store, you earn rewards by presenting your MaxPerks member ID card at checkout. If you do not have your MaxPerks member ID card with you, a store associate can look up your member ID number at the time of purchase. If you are shopping online or by phone or fax be sure to provide your MaxPerks member ID number at checkout. If you do not know your MaxPerks member ID number at the time of purchase, you can later earn credit for your purchase towards a reward by logging in to your MaxPerks account and entering the information from your purchase receipt that is requested in order to obtain credit for your purchase. Customer service is also available at 1-866-MAXPERKS (1-866-629-7375) to assist you with obtaining credit for your purchase with receipt information. For MaxPerks Bonus Reward offers, such offers are only available at the time of purchase with your member ID number. You will receive credit for every qualified purchase that you make. If a purchased item is returned, the amount of the returned item will be deducted from your current account balance.

If you have not reached the \$500 minimum in any calendar month, your qualified purchase balance will be carried over month to month until you reach the \$500 minimum or January 1st of the following year, whichever comes first. For example, if you spend \$300 in Month 1, \$0 in Month 2, and \$200 in Month 3, your total account balance at the end of Month 3 will be \$500 and a \$25 reward will be issued to you by the end of Month 4. Your \$25 reward expires ninety (90) days after it is issued, unless you are a Florida resident, in which case it expires one (1) year from the date of issue, so be sure to log into your account and print it out as soon as it becomes available.

From time to time, OfficeMax may also offer its members MaxPerks Bonus Reward opportunities in which members can earn extra rewards (which may vary in amount) for purchasing specified products or completing a required action. To take advantage of the MaxPerks Bonus Rewards special purchase offers, you must have your MaxPerks member ID number at the time of purchase and it must be applied to that purchase. No MaxPerks Bonus Reward adjustments will be made after purchase. MaxPerks Bonus Rewards will be issued in the next statement cycle regardless of your qualified purchase balance.

### QUALIFYING PURCHASE

Qualifying purchases are any products or services in our stores, catalogs or web site except for computers, gift cards, general use prepaid cards, Sprint® service plans, phone cards, purchases with Retail Connect™ pricing, sales tax, purchases made prior to the date of enrollment, and purchases made with your MaxPerks rewards. You will start earning credit for purchases with your MaxPerks member ID number the day you sign up.

### HOW TO OBTAIN AND USE REWARDS

You can easily keep track of your account balance and any rewards you have earned by logging in to your MaxPerks account online at [www.officemax.com/maxperks](http://www.officemax.com/maxperks). OfficeMax will send you electronic statements via email at the end of each month, so that you can see the total amount of qualified purchases that you have made. The e-statement will be sent by the end of the following month. You may opt-out of receiving this notification by logging in to your account and updating your communication preferences. Once you have reached the \$500 minimum or have earned a MaxPerks Bonus Reward, you can log into your account and print your reward card. Your reward card will be available to you the month after you have reached the \$500 minimum. For example, if you reach the \$500 minimum on March 11, your \$25 reward card will be available by the end of April. You may use your reward card at any OfficeMax retail location, online at [www.officemax.com](http://www.officemax.com), or by phone at 1-877-OFFICEMAX (1-877-633-4236). You may use up to three (3) reward cards from the same MaxPerks account in a single transaction. Reward cards are not redeemable for OfficeMax brand gift cards and are not redeemable for cash unless otherwise required by law. No amount of your reward card may be applied as payment to any credit account.

### EXPIRATION OF BALANCES AND REWARDS

You earn credit during each calendar year, from January 1 through December 31. If you do not reach the minimum \$500 spending requirement by December 31, your account balance will be reset to \$0 on January 1 of the following year. Accounts with a balance of over \$500 are eligible for a \$25 reward card for each \$500 spent by the end of each month. Remaining account balances less than \$500 after issuance of a reward card during the year will also reset to \$0 at the end of the year. MaxPerks Bonus Rewards will be issued in the next statement cycle regardless of your qualified purchase balance. For new customers who sign up for the program after October 1 of any given year, for your first year of participation only, your balance will not be reset to \$0 on December 31; the balance will be carried over to the next calendar year.

### **REWARD CARDS EXPIRE NINETY (90) DAYS AFTER THEY ARE ISSUED.**

The expiration date will appear on the front of the card and in your online account. If you are a resident of Florida, your reward card will expire one (1) year from the date it is issued.

### **LOST, STOLEN OR DAMAGED REWARD CARDS**

To report a lost, stolen, or damaged reward card, or for balance information, call 1-866-MAXPERKS (1-866-629-7375). OfficeMax will not replace the value on a lost or damaged reward card, or on a reward card used without your permission or that has expired.

### **MAXPERKS RECYCLING PROGRAM**

As a member of MaxPerks Rewards, simply bring in any visibly undamaged HP, Dell, or Lexmark, ink/toner cartridges to an OfficeMax retail store and earn a \$3 reward per qualified cartridge, with a maximum reward of \$60 per calendar month per member (or 20 cartridges per calendar month per member). HP02, HP11, and HP88 series cartridges and remanufactured ink/toner cartridges are not eligible for rewards under the recycling program. Recycling program rewards are: calculated monthly, earned and issued in \$3 increments, and are issued in the form of a Reward Card that will be issued to you electronically through your MaxPerks account, by the end of the following month, along with any other rewards you may have earned that month. Total recycling reward dollars issued for recycling may not exceed your total MaxPerks program qualified purchase balance. For example, if you bring in 20 cartridges throughout Month 1 and spend \$50 on qualified purchases, your Month 1 Recycling rewards earned will be \$60 but the rewards that will be issued to you will be \$48 (which is \$3 for each of 16 cartridges). The remaining \$12 for the last 4 cartridges will be held in your account in a "pending" status until you make additional qualified purchases in at least \$3 increments in subsequent months or until January 1 of the following year, when the account balance will be reset to \$0. Recycling rewards can be used online, in-store or over the phone. While there is no limit to the number or brand of ink/toner cartridges you may recycle, you will only receive credit for the visibly undamaged qualifying cartridges identified above and in the limits identified above. Customers can sign up for MaxPerks at time of recycling drop off to participate.

MaxPerks Recycling Programs are not open to customers that broker or re-sell ink and/or toner cartridges and any rewards earned through those activities may be forfeited and the MaxPerks account closed.

Effective January 1, 2010, the Bulk Mail-in Recycling program is no longer available.

### **MODIFICATIONS AND TERMINATION OF MAXPERKS**

OfficeMax reserves the right to modify any of these Terms and Conditions including the qualified purchases, the amount of the rewards, and any of the options available to you on your MaxPerks account at any time, with or without notice, even though these changes may affect your ability to accrue or use rewards. Your continued participation in MaxPerks constitutes your acceptance of any changes to these Terms and Conditions. You are responsible for remaining knowledgeable as to any changes that OfficeMax may make to these Terms and Conditions. The most current version of these Terms and Conditions will be available at [www.officemax.com/maxperks](http://www.officemax.com/maxperks) and will supersede all previous versions of these Terms and Conditions.

OfficeMax reserves the right to terminate MaxPerks at any time, for any reason, with or without notice, even though termination may affect your ability to accrue or use your rewards.

### **GENERAL TERMS AND CONDITIONS**

OfficeMax reserves the right to close your MaxPerks account if you engage in any fraudulent activity or use MaxPerks in a manner inconsistent with these Terms and Conditions or any federal, state or local, laws, statutes or ordinances. Discontinued membership may result in the loss of all accumulated rewards including but not limited to rewards earned from Bonus Reward offers and rewards from the ink and toner recycling programs. In the event that OfficeMax should discontinue a membership, any ink or toner cartridge submitted but not rewarded will not be returned nor will the monetary value of those cartridges be refunded. In addition to discontinued membership, OfficeMax shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as it deems necessary in its sole discretion, and you will not be permitted to participate in the MaxPerks program in the future.

Rewards are not your property and may be revoked by OfficeMax at any time as set forth herein. Rewards may not be sold, transferred or assigned, and are not transferable upon death, as part of a domestic relations matter or otherwise by operation of law.

OfficeMax is not responsible for any incorrect or inaccurate information supplied by you while participating in MaxPerks.

All questions or disputes regarding eligibility for MaxPerks, earning or redemption of rewards, or your compliance with these Terms and Conditions will be resolved by OfficeMax in its sole discretion.

All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or your rights and obligations shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules.

These Terms and Conditions constitute the entire agreement between OfficeMax and you. They supersede all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof, nor shall waiver constitute a continuing waiver unless otherwise expressly provided.

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

#### **LIMITATIONS OF LIABILITY**

OfficeMax and its partners, affiliates, subsidiaries, parent corporations and their respective agents and agencies ("Releasees") are not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with MaxPerks, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the rules or online service, or for any other technical or non-technical error or malfunction. In the event of a printing error or problem with any items purchased with rewards, Releasees shall not have any liability. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES ARISING FROM MAXPERKS OR MERCHANDISE PURCHASED WITH MAXPERKS REWARDS, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF OFFICEMAX IMPROPERLY DENIES YOU ANY REWARDS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS OR \$100, WHICHEVER IS LESS. BY PARTICIPATING IN MAXPERKS, YOU ARE WAIVING ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND NINETY (90) DAYS AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM OR ACTION IS BASED. You agree to rely solely on the manufacturer's warranties, if any, for any products purchased with MaxPerks rewards.

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