

# computer-offer

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## Terms and Conditions

### ACCEPTANCE OF TERMS

All aspects of Gift and Incentive Promotions and Programs (as those terms are defined hereinbelow) are conducted exclusively by Net Radiance, the owner of this website ("**Company**") and are in no way affiliated with or and/endorsed by any of the merchants listed on the website ("**Site**").

By attempting to become a "member" and/or by clicking "Submit," you ("**Member**") signify your express consent to these terms and conditions ("Agreement"), as well as to the Site's privacy policy ("**Privacy Policy**"). For a copy of the Privacy Policy, please click on the Privacy Policy link at the bottom of this page. To the extent that anything contained in this Agreement contradicts or is in any way inconsistent with the Privacy Policy, the Privacy Policy shall control in all respects. If you do not agree to the terms of this Agreement in their entirety, you are not permitted to use the Site and should not click "Submit." Please check the Site and this Agreement periodically for changes, as Company reserves the right to revise this Agreement at any time. The latest Agreement will be posted on the Site, and you should review this Agreement prior to using the Site. By your continued use of the Site, you hereby agree to all of the terms and conditions contained within the Agreement effective at that time. Company reserves the right to terminate a Member's use of the Site at any time, with or without notice, for any reason including, but not limited to, for Member's breach of this Agreement or any instructions contained on the Site.

### CONSENT TO RECEIVE ELECTRONIC RECORDS

By participating in the programs offered on the Site (each, a "**Program**"), you signify your express consent to receive information from Company in electronic format. You will need a computer with browser and Internet access to receive such electronic records. Electronic records may include terms and conditions, agreements, privacy policies, Gift redemption voucher(s) (each, a "Gift Redemption Voucher") and other items.

### YOU MUST BE OVER EIGHTEEN (18) YEARS OF AGE AND A RESIDENT OF THE UNITED STATES TO BECOME A MEMBER

This Agreement must be completed, understood and agreed to by a person over eighteen (18) years of age who is also a resident of the United States. Employees and relatives of Company and persons residing with such are not eligible to become Members. Only one (1) Membership per person is permitted. Corporations, businesses and governmental entities are also not eligible to participate. For purposes of this Agreement, "United States" shall be defined as the fifty (50) states of the Union and other territories including the Midway Islands, Puerto Rico, American Samoa, Virgin Islands, Micronesia, Marshall Islands, Northern Mariana Islands, Palau and Guam.

### LICENSE TO USE THE SITE AND BECOME A MEMBER

Upon Company's acceptance of your request to become a Member, as indicated by your express consent to this Agreement, Company hereby grants you a revocable, non-exclusive, non-transferable and limited license to use the Site and participate in our Programs in strict accordance with the terms and conditions of this Agreement and as permitted via other instructions contained on the Site. You acknowledge and agree that all content and materials made available on the Site are the property of Company and its advertisers and licensors and are protected by applicable copyrights, moral rights, trademarks, service marks, patents, trade secrets and other proprietary rights and laws, in the United States and internationally. Company may terminate this license at any time for any reason. **You may use the Site on one computer for your own personal, non-commercial use. No part of the Site may be reproduced in any form or incorporated into any information retrieval system,**

**electronic or mechanical. You may not use, copy, emulate, clone, rent, lease, sell, modify, decompile, disassemble, reverse engineer, maliciously manipulate any URL or transfer the Site, Site content or any portion thereof. You may not use any device, software or routine to interfere or attempt to interfere with the proper working of the Site. You may not take any action that imposes an unreasonable or disproportionately large load on Site or Company infrastructure.** Your right to use the Site is not transferable. All rights not expressly granted herein are fully reserved by Company, its advertisers and licensors, as applicable.

## Participation

In attempting to become a Member, you agree to provide your personal contact information (you must provide your full legal name, postal address, land line or mobile telephone number and valid email address) in order to receive solicitations, marketing materials and other communications from us and third party advertisers and marketers (collectively, "**Third Party Partners**"), via e-mail, telemarketing, direct marketing, mobile marketing and any other method, as set forth in the Privacy Policy. In addition, you agree to participate in the Programs in exchange for the chance to receive a gift or other promotional offer from Company ("**Gift**"). You must allow cookies and pop-up windows to be active on your system during your participation in the Programs. Please review the information on the Site and in the Help section for Program participation details. Please note that some Programs require that you sign up and make a purchase, or contain other specific conditions, in order to complete such Program requirements ("**Program Requirements**"). In order to remain eligible to qualify for Program Offers, you must use the same personal contact information that you provided during registration when making purchases from our Third Party Partners. You may opt out of participating in any Program, or cancel your Membership on the Site, at any time by contacting us through the "Help" or "Contact" sections of the Site or by written mail addressed to our Customer Service Manager at the address listed on the Site. However, upon "opting out" of a Program, you may not participate in such Program and you will not receive credit for any Program Requirements not yet fully completed, even where you have already submitted a Gift Redemption Voucher prior to opting out. Upon canceling or terminating your Membership, you may not participate in any Programs and you will not receive credit for any Program Requirements not yet fully completed. You must complete the requirements, and fulfill the other Program Requirements as established by our Third Party Partners, precisely as such Requirements and Program Requirements are set forth on the Site in order to receive the applicable Gift.

If Company approves your application for Membership, Company will set up a member account for you ("**Member Account**"). In connection with setting up your Member Account, you must provide your e-mail address, which will be: 1) used by Company to identify you; and 2) used by you in the future to access your Member Account. Company will provide you with access to review your account status through the Check Gift Status tool found on the Site.

If you have a question, please e-mail us as set forth in the Help or Contact sections of the Site. Upon your completion of the required Program Requirements, we will receive confirmation from the applicable Third Party Partner within four (4) to six (6) weeks thereafter that you have completed such Program Requirements. If, at any time, we need to verify completion of the Program Requirements, for the purposes of preventing and detecting fraud or to audit and certify our records on behalf of the applicable Third Party Partners, you must promptly provide to us proof of purchases or proof of the completion of other Program Requirement conditions, as applicable, including, but not limited to, credit card statements, receipts and/or shipping labels. In addition, we reserve the right to request proof of identity (such as a copy of your driver's License, passport or other government-issued identification), and to contact the applicable Third Party Partners in order to verify that their records coincide with our records and/or the other material that you provided to us in connection with the applicable Program. Upon confirmation of your full and correct completion of the required Program Requirements, the Gift Status section of your Member Account will be updated to reflect completion. We recommend that you print out copies of your completed Program Requirements information and check your Gift Status weekly to help us ensure that you get the applicable Gift in a timely manner and to provide notice to us if any technical or other error occurs. When you have earned a Gift, you will see a message in the Gift Status section of your Member Account stating that you have qualified, along with a Gift Redemption Voucher available for you to print out and complete. You must mail your fully completed, notarized Gift Redemption Voucher to the address listed on the voucher no later than ninety (90) days after your Gift Redemption Voucher is made available in the Gift Status section of your Member Account. Keep a copy of your completed Gift Redemption Voucher. Upon our receipt of your Gift Redemption Voucher, you should receive your Gift from us in six (6) to eight (8) weeks. If you do not, please contact us. The entire process may take up to sixteen (16) weeks. We reserve the right to: (a) substitute any Gift item with another of similar value, as determined in our sole discretion; or (b) send you the cash equivalent for the Gift, as determined in our sole discretion. Note that a Gift will be considered income and it is your responsibility to report the receipt of the Gift to the applicable federal and state tax authorities. In addition, should the value of your Gift(s) total \$600 or more, you will also be sent a W-9 that must be completed, notarized and returned with your Gift Redemption Voucher, as required by law.

Please be advised that the ultimate Program Requirements, and other terms and conditions associated with each of

our Third Party Partners' Programs, will be determined by the applicable Third Party Partner. These Program Requirements are subject to change in the applicable Third Party Partner's sole discretion. We, or such Third Party Partner, may terminate, suspend and/or modify the Program at any time, in our respective discretion. Unless explicitly stated otherwise, any future offer(s) made available to you on the Site that augment(s) or otherwise enhance(s) the current features of the Site shall be subject to this Agreement. **You understand and agree that Company is not responsible or liable in any manner whatsoever for your inability to use or participate in the Programs, qualify for any Gifts, or for your inability to utilize any associated functionality.** You understand and agree that Company shall not be liable to you or any third party for any modification, suspension or discontinuation of the Programs and/or any product, service or promotion offered by any of our Third Party Partners. You understand and agree that refusal to use the Site is your sole right and remedy with respect to any dispute with Company.

## LICENSE RESTRICTIONS

### Use

Currently, we allow only one (1) Gift per person. Only one Membership, Member Account, email address, phone number and postal street address for each individual is permitted for use of the Site. Any attempt by an existing Member to register for another Membership with a different e-mail address in combination with a telephone number and postal address already in our database shall be null and void and shall not qualify for Program Membership consideration. You must provide valid information to become a Member. You agree not to make any false or fraudulent statements in your use of, or to gain access to, the Site or during your Membership. Persons may not share Memberships or Member Accounts. Persons may not change Gift selection at any time during participation in the Program. All duplicate Memberships may be terminated. If you cancel your participation or "opt out" from a Program and then re-subscribe for that Program, you will not receive any credit for prior completion of applicable Program Requirements. If you terminate your Membership, and then re-apply for Membership, Company may reject your application to become a Member again. Except as may be explicitly permitted through the Site, you agree not to save, download, cut and paste, sell, license, rent, lease, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from materials, code or content made available on or through the Site, or any other property of Company or any Third Party Partner. Systematic retrieval of data or other content from the Site or the Site of any Third Party Partner in order to create or compile, directly or indirectly, a collection, compilation, database or directory without written permission from Company is prohibited. In addition, use of the content or materials for any purpose not expressly permitted in this Agreement is prohibited. The posting of information or material on the Site by Company or any Third Party Partner does not constitute a waiver of any right in such information and/or materials.

### Security

You are responsible for maintaining the confidentiality of your Member Account and for restricting access to your computer. You agree to accept responsibility for all activities that occur through use of your Member Account, including, but not limited to, any purchases.

You agree that you shall not try to reverse engineer, reverse assemble, reverse compile, decompile, disassemble, translate or otherwise alter, defraud or create false results from any executable code, contents or materials on or received via the Site or any Third Party Partner's Site. You understand that such actions are likely to subject you to serious civil and criminal legal penalties and that Company shall pursue such penalties to the full extent of the law, and in equity, in order to protect our rights and the rights of our Third Party Partners and other affiliates and business relations.

### No International Members

Accessing the Site, and services, products or content available on the Site from places outside the United States (unless expressly set forth herein to the contrary) or where the content is illegal, is prohibited. None of the information on the Site may be downloaded, exported or re-exported into Libya, Iraq, North Korea, Cuba, the National Union for the Total Independence of Angola (UNITA), Iran, Syria, Sudan, Burma (Myanmar), Serbia, Sierra Leone and/or Liberia, or to any group or entity designated as a terrorist organization, international narcotics trafficker, foreign terrorist organization, and/or other foreign persons that have engaged in, or will engage in, activities related to the proliferation of weapons of mass destruction or any other country, group or entity with restrictions imposed by the United States Government. By using the Site, you agree that you are not a citizen of, or a resident in, any of the aforementioned restricted countries, or a participant in any of the aforementioned restricted groups or entities. You agree that you shall comply with all applicable export and import control laws and regulations in your use of the Site, or the materials, products and/or services made available by and through the

Site. Without limiting the generality of the foregoing, you shall not export or re-export anything available on, or received through, the Site in violation of local or foreign export laws and/or without all required United States and foreign governmental licenses.

## TERMINATION

Company may terminate this Agreement, with or without cause, at any time where: (a) Member is in violation or breach of any provision hereof; (b) Member is acting against the business interests of Company; (c) Member is publicly speaking negatively about Company; (d) Member is acting unlawfully or improperly; or (e) Company deems it appropriate in its sole discretion. Notwithstanding the foregoing, in the event that Member has submitted a valid Gift Redemption Voucher and fully complied with, and satisfied, all conditions of the applicable Program Requirements without having breached this Agreement, Member shall still be entitled to receive the applicable Gift.

## MEMBER'S LICENSE GRANT TO SITE

By submitting or communicating your personal information to Company through the Site or otherwise (collectively "**Submissions**"), you grant Company the right to use the information contained in such Submissions for any and all purposes as set forth in the Privacy Policy. You can "opt-out" of sharing your information with Company in such a manner by following the methods set forth in the Privacy Policy and/or on the Site.

## TRADEMARKS

The materials, services and products referenced on the Site are common law or registered trademarks or service marks of Company, its Third Party Partners, licensors, advertisers, merchants or other third parties, as applicable, and you agree never to use same without the express written permission of the applicable party.

## THIRD PARTY SITES

You may be transferred to online merchants or other third party websites through links or frames contained on the Site. You are cautioned to read such websites' terms and conditions and/or privacy policies before using such websites in order to be aware of the rules governing your use of such websites and their use of your information. Because Company has no control over such third party websites and/or resources, you hereby acknowledge and agree that Company is not responsible for the availability of such third party websites and/or resources. Furthermore, Company does not endorse, and is not responsible or liable for, any terms and conditions, privacy policies, content, advertising, services, products and/or other materials at or available from such third party websites or resources, or for any damages and/or losses arising therefrom. The inclusion of a link or frame to such websites does not imply endorsement of such websites by Company and any association with its operators is provided solely for your convenience. You agree that Company has no liability whatsoever in connection with such third party websites and your usage thereof.

## DISCLAIMER OF WARRANTIES

THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS ARE PROVIDED TO YOU ON AN "AS IS" AND "AS AVAILABLE" BASIS AND ALL WARRANTIES, EXPRESS AND IMPLIED, ARE DISCLAIMED TO THE FULLEST EXTENT PERMISSIBLE PUSUANT TO APPLICABLE LAW (INCLUDING, BUT NOT LIMITED TO, THE DISCLAIMER OF ANY WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OF INTELLECTUAL PROPERTY AND/OR FITNESS FOR A PARTICULAR PURPOSE). IN PARTICULAR, BUT NOT AS A LIMITATION THEREOF, COMPANY MAKES NO WARRANTY THAT: (A) THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL MEET YOUR REQUIREMENTS; (B) THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE; (C) THE APPLICABLE GIFT WILL MEET WITH YOUR REQUIREMENTS AND/OR THAT ANY THIRD PARTY PARTNER WILL PERFORM ITS ASSOCIATED OBLIGATIONS IN A TIMELY OR SATISFACTORY MANNER; (D) YOU WILL QUALIFY FOR A GIFT BY COMPLETING ANY OF COMPANY'S THIRD PARTY PARTNERS' PROGRAM TERMS; OR (E) THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WILL BE ACCURATE OR RELIABLE. THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US, OR ONE OF OUR THIRD PARTY PARTNERS, MAY CONTAIN BUGS, ERRORS, PROBLEMS OR OTHER LIMITATIONS. WE WILL NOT BE LIABLE FOR THE AVAILABILITY OF THE UNDERLYING INTERNET CONNECTION ASSOCIATED WITH THE SITE. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM COMPANY, ANY OF ITS THIRD PARTY

PARTNERS OR OTHERWISE THROUGH OR FROM THE SITE, SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT.

## **LIMITATION OF LIABILITY**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT COMPANY SHALL NOT BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL AND/OR EXEMPLARY DAMAGES INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), TO THE FULLEST EXTENT PERMISSIBLE BY LAW FOR: (A) THE USE OR THE INABILITY TO USE THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS; (B) THE USE OR INABILITY TO USE ANY GIFTS, AS WELL AS THE ASSOCIATED PERFORMANCE OR LACK OF PERFORMANCE ON THE PART OF ANY THIRD PARTY PARTNER; (C) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GIFTS, GOODS, DATA, INFORMATION AND/OR SERVICES PURCHASED OR OBTAINED FROM, OR TRANSACTIONS ENTERED INTO THROUGH, THE SITE; (D) THE FAILURE TO QUALIFY FOR A GIFT BY COMPLETING THE PROGRAM TERMS ESTABLISHED BY ANY OF COMPANY'S THIRD PARTY PARTNERS; (E) THE UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR PERSONAL INFORMATION; AND (F) ANY OTHER MATTER RELATING TO THE SITE, THE PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION, IN THE AGGREGATE INCLUDING, BUT NOT LIMITED TO, BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATIONS AND ANY AND ALL OTHER CAUSES OF ACTION. YOU HEREBY RELEASE COMPANY AND ALL OF COMPANY'S THIRD PARTY PARTNERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS STATED HEREIN. IF APPLICABLE LAW DOES NOT PERMIT SUCH LIMITATIONS, THE MAXIMUM LIABILITY OF COMPANY OR ANY THIRD PARTY PARTNER TO YOU UNDER ANY AND ALL CIRCUMSTANCES WILL BE TWO HUNDRED AND FIFTY DOLLARS (\$250). YOU HEREBY RELEASE COMPANY AND ALL OF COMPANY'S THIRD PARTY PARTNERS FROM ANY AND ALL OBLIGATIONS, LIABILITIES AND CLAIMS IN EXCESS OF THE LIMITATIONS SET FORTH IN THIS SECTION. THE NEGATION OF DAMAGES SET FORTH ABOVE IS A FUNDAMENTAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND COMPANY. THE SITE, PROGRAMS, GIFTS, AND ANY PRODUCTS AND/OR SERVICES THAT YOU MAY RECEIVE FROM US OR ONE OF OUR THIRD PARTY PARTNERS WOULD NOT BE PROVIDED TO YOU WITHOUT SUCH LIMITATIONS.

## **INDEMNIFICATION**

You agree to indemnify and hold Company, its Third Party Partners, its parents, subsidiaries and affiliates, and each of their respective members, officers, directors, employees, agents, co-branders and/or other partners, harmless from and against any and all claims, expenses (including reasonable attorneys' fees), damages, suits, costs, demands and/or judgments whatsoever, made by any third party due to or arising out of: (a) your use of the Site and/or the Programs; (b) your breach of this Agreement; and/or (c) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of Company, its Third Party Partners, its parent, subsidiaries and/or affiliates, and each of their respective officers, directors, members, employees, agents, shareholders, licensors, suppliers and/or attorneys. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf. Company reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, in which event you shall cooperate with Company in asserting any available defenses.

## **LEGAL COMPLIANCE**

Company may suspend or terminate this Agreement or Member's use of the Site immediately upon receipt of any notice which alleges that Member has used the Site for any purpose that violates any local, state or federal law including, but not limited to, the posting of information that may violate third party rights, that may defame a third party, that may be obscene or pornographic, that may harass or assault others, that may violate hacking or other criminal regulations. As set forth in the Privacy Policy, in such an event, Company may disclose the Member's identity and contact information, if requested by a governmental or law enforcement body or as a result of a subpoena or other legal action, and Company shall not be liable for damages or results therefrom and Member agrees not to bring any action or claim against Company for such disclosure.

## **PARENTAL FILTERING DEVICES**

In accordance with 47 U.S.C. Sec. 230(d), parents are notified that there are filtering devices that are commercially available which may assist parents in limiting access to material that is harmful to minors, such as [www.netnanny.com](http://www.netnanny.com), [www.cyberpatrol.com](http://www.cyberpatrol.com), [www.cybersitter.com](http://www.cybersitter.com).

## CALIFORNIA USER CONSUMER RIGHTS

In accordance with Cal. Civ. Code Sec. 1789.3, California resident users are entitled to know that they may file grievances and complaints at California Department of Consumer Affairs, 400 R Street, STE 1080, Sacramento, CA 95814; or by phone at 916-445-1254 or 800-952-5210; or by email to [dca@dca.ca.gov](mailto:dca@dca.ca.gov).

## MISCELLANEOUS

This Agreement shall be treated as though it were executed and performed in New York, New York and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). Should a dispute arise concerning the terms and conditions of this Agreement or the breach of same by either party hereto, the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York City, in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Nothing herein shall be construed to preclude any party from seeking injunctive relief in order to protect its rights pending an outcome in arbitration. This Agreement, together with the Privacy Policy, constitutes the entire agreement between the parties related to the subject matter hereof, and supersedes any prior or contemporaneous (oral, written or electronic) agreement between the parties. To the extent that anything contained in this Agreement contradicts or is in any way inconsistent with the Privacy Policy, the Privacy Policy shall control in all respects. If any provision of this Agreement is prohibited by law or held to be unenforceable, the remaining provisions hereof shall not be affected, and this Agreement shall continue in full force and effect as if such unenforceable provision had never constituted a part hereof. Member shall not assign or transfer this Agreement and any such transfer shall be null and void. The parties do not intend that any agency or partnership relationship be created through operation of this Agreement.

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