

Referral Program Terms and Conditions

THE "COMPANY" REFERRAL "PROGRAM" IS OFFERED ONLY IN THE UNITED STATES AND IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, WHO ARE 18 YEARS OR OLDER AND HAVE THE REQUIRED LEGAL CAPACITY TO ENTER INTO AN AGREEMENT TO PURCHASE GOODS.

VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.

Program Termination

Company reserves the right in its sole discretion, for any reason, to terminate the Program by a notice of termination posting on the homepage of www.delcity.net or via any other method of notice, deemed appropriate by Company, in its sole discretion. In such event, unless otherwise stated in the notice, the Program will terminate at 11:59PM Eastern Time on the 15th calendar day following the day on which such notice of termination was given. Any Credits previously earned but not used or redeemed prior to the effective termination date will be forfeited.

Program Changes

You understand that your continued participation in the Program constitutes your consent to and agreement to abide by the most current version of these terms and conditions (the "Program Terms"). Company may at any time revise these terms and conditions by updating the Program Terms. You agree to be bound by subsequent revisions and agree to review the Program Terms periodically for changes to the terms and conditions. The most up to date version of the Program Terms will always be available for your review on the website.

How to Obtain Coupons

To participate in the Program, you must first have an account with Company, either through www.delcity.net ("website") or by telephone. You must provide a viable company or person's name and full mailing address who has not been or currently is not a Del City customer or prospect. Company or person being referred may only be used once. If the company or person being referred matches current database of referrals, the referral is void. **IMPORTANT: BE SURE TO OBTAIN THE CONSENT OF ANOTHER PERSON BEFORE PROVIDING HIS/HER E-MAIL ADDRESS OR OTHER CONTACT INFORMATION TO THE COMPANY.**

ORDERING MERCHANDISE USING COUPONS

Acquisition of any product from the Company is also governed by the Company's Account Agreement. You are strongly advised to carefully read the Account Agreement, the Terms of Use and the Privacy Policy Statement, all of which are incorporated herein by reference.

RESTRICTIONS ON REDEMPTION OF COUPONS; FORFEITURE

As discussed above, upon the effective date of termination of the Program, all unused coupons will be forfeited and no compensation will be given. Coupons issued to you cannot be transferred to another member's account or pooled with coupons and/or credits in another member's account. Coupons may only be used for orders by the registrant for whom the account was created. While every reasonable effort will be made to maintain and accurately reflect the transactions in your account (including but not limited to your balance), Company is not responsible for technical errors which may cause incorrect information to be reflected.

The sale, trading, transfer, assignment, combining, or barter of coupons or use of coupons for any purpose other than as set forth in these Program Terms is prohibited.

Coupons have no cash value, and cannot be purchased or redeemed for cash or credit. Coupons likewise cannot be redeemed for cash, but can only be applied to purchases from the Company through otherwise valid and accepted orders.

Company reserves the right to reject any order deemed, in its sole discretion, to violate these Program Terms, and reserves the right to investigate and verify the legitimacy of any use of coupons. You are advised to print out a copy of your registration information, the order confirmation screens, the conversion request confirmation screens (if applicable), the order status screen and account information screens for your records. In all matters relating to the interpretation and application of these Program Terms, the decisions of Company shall be final and binding in all respects.

MERCHANDISE OFFERED

Company makes no warranty or representation regarding the products it will offer for which coupons issued pursuant to this program can be applied. Company reserves the right to discontinue the offer of any product.

PRIVACY NOTICE

Company collects personal data when you participate in this Program. Participation in the Program, and your acceptance of the Terms of Use and/or Account Agreement, constitutes your permission for the Company to maintain the data. The data is collected to, among other things, maintain a record of those who have participated in the Program, to fulfill orders, to properly issue discounts and Credits/Points, and for marketing purposes, in accordance with Company's Privacy Policy Statement.

DISQUALIFICATION

Company reserves the right, in its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the operation of the Program (including but not limited to the submission of an order or the acquisition of coupons), or www.delcity.net to be in violation of the Account Agreement, the Terms of Use of www.delcity.net or these Program Terms; or to be acting in a non-sportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

Should any participant be disqualified for any reason whatsoever that participant's coupons will also be forfeited. Any individual who attempts to defraud Company in any way will also be subject to prosecution to the fullest extent of the law.

LIMITATIONS OF LIABILITY

Any attempted participation by Internet or email or any other means, except as permitted by these Program Terms, is void. Company is not responsible for lost, late, incomplete, damaged, stolen, misdirected, illegible materials, email or mail; or for any computer, telephone, cable, network, satellite, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or for garbled or jumbled transmissions, or for service provider/Internet/Web site/use net accessibility or availability, traffic congestion, or unauthorized human intervention, or for inaccurate capture of any information, or the failure to capture any such information.

Company is not responsible for any incorrect or inaccurate information, whether caused by printing errors, website users, tampering, hacking, or by any of the equipment or programming associated with or utilized in the Program, and is not responsible for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to the website or any communications means. Company is not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Program or downloading materials from or use of the website.

Should there be any tax liability for the accumulation and/or use of coupons or the receipt of products in the Program, or expenses for the use and enjoyment of any such merchandise, or for any other reason, such taxes and/or expenses are the sole responsibility of the participant. In the event that, during a given calendar year, a U.S. resident uses or acquires Credits for a total value of \$600 or greater and/or redeems Points for award items having a total retail value of \$600 or greater, Company may be required by law to advise the Internal Revenue Service to this effect, in the form of a Form 1099; said Form 1099 indicating the total retail value of such award items and total value of Credits.