

Sportsman's Guide Buyer's Club® Terms & Conditions

The Sportsman's Guide, Inc. ("Sportsman's Guide," "we," "our" or "us") offers its customers the opportunity to participate in the Sportsman's Guide Buyer's Club (the "Buyer's Club" or "Program"). The terms and conditions below apply to the Program and are between you ("you" or "Member") and Sportsman's Guide. If you sign up for the Buyer's Club you accept these terms, conditions, limitations, and requirements, as well as the other terms, conditions, limitations, and requirements available on the sportsmansguide.com website, as each may be changed over time with or without notice to you (the "Terms").

Membership Term and Benefits

The Buyer's Club is a subscription-based program offered exclusively for Sportsman's Guide® customers. A one-year Membership is available for an annual fee (currently USD \$59.99) (the "Membership") and may be purchased online at sportsmansguide.com or when you place a phone or catalog order. The Membership term is one (1) year and may be renewed pursuant to the Terms. The initial term combined with the renewal term constitutes the "Membership Term."

During the Membership Term, Members receive:

- Special Buyer's Club pricing on products purchased through Sportsman's Guide, including 10% off non-member pricing on clothing, boots, shoes, gear and other merchandise and 5% off night vision, trolling motors, electronics, generators, guns, and ammunition;
- Free standard shipping on orders of \$49 or more; □ Monthly and quarterly giveaways; □ Member's only offers and promotions; and
- Installment payment option with Buyer's Club 4-Pay powered by Sezzle.

Your Membership benefits start as soon as you sign-up and pay the Membership fee. Please keep reading to learn more about the Program's exclusive benefits.

Pricing: Program pricing and discounts apply to an extensive selection of our offered merchandise; however some exclusions do apply, for example, Program discount pricing does not apply to certain products subject to a manufacturer's pricing program. In addition, we may exclude products from the Program at our sole discretion. Certain purchases may be subject to special order or handling fees and taxes which are not subject to the Program's discount. Look for the listed Buyer's Club price to know the product's price.

Free Shipping: Member will receive free standard shipping on every order with \$49 or more in merchandise. Free shipping only applies to standard shipping fees to U.S. destinations, all other fees (heavy bulky, gun processing, Alaska/Hawaii, and express shipping) still apply. Does not apply to Canadian or International orders.

Giveaways: See official rules at:

https://image.sportsmansguide.com/image/pdf/sweepstakes_official_rules.pdf

Promotions: Periodically Members will receive limited-time offers via email or mail. Members are encouraged to keep their email address current to ensure they receive the most out of this benefit.

Buyer's Club 4-Pay powered by Sezzle: Buyer's Club 4-Pay provides Members the flexibility to pay for online merchandise orders of \$150 or more in 4 interest-free installments by using Sezzle as the method of payment. The first installment, which will include 25% (1/4) of the order total after any promotions, gift cards or discounts, will be billed at the time of purchase. The three remaining installments will automatically be billed over the next three months to the credit/debit card used for your purchase, or another credit/debit card that Sezzle may have on file for your account. Buyer's Club 4- Pay is available only for online merchandise orders of \$150 or more placed at SportsmansGuide.com using Sezzle as method of payment, and cannot be used on catalog mail orders, phone orders, or purchases made in the Sportsman's Guide retail store. 4-Pay cannot be used when all items in an order are on backorder. However, 4-Pay can be used if at least one of the items in the order is in stock at the time of purchase. 4-pay can be used to purchase gift card(s); however, the purchase amount of the gift card(s) does not count toward the \$150 minimum. 4-Pay can be used on orders for which a gift card(s) is used for partial payment; however, the partial payment amount made via gift card(s) does not count toward the \$150 minimum. The 4-Pay option must be selected when placing an order; it cannot be applied after an order is confirmed. Customer eligibility for 4-Pay is at the sole discretion of Sezzle and is subject to credit approval. Other limitations may apply.

Membership Cancellation

Members may cancel their Membership at any time during their Membership term. If the Member cancels their membership within 90 days of their active Membership start date, they will receive a full refund, less any benefits/savings received in their current Membership term (for example, Buyer's Club Discounts received or free shipping). Refunds will not be made for any Club Memberships canceled after 90 days, even if the Member did not use any of the benefits during the Membership term. To cancel your Membership, please sign into your account at [SportsmansGuide.com](https://www.sportsmansguide.com) and go to your Account Dashboard or call our customer service department at 1-800-375-3006.

Membership Renewal

Auto-Renew Members: Members receive a renewal notice approximately thirty (30) days prior their Membership renewal billing date which includes the Membership expiration date and any applicable renewal instructions. If we have a valid email address on file, the Member receives this notice by email, otherwise notices are mailed to the account holder's primary address. To ensure you timely receive your renewal notice, please login to your Account Dashboard at <https://www.sportsmansguide.com/account/accountdashboard> to verify or make changes to your email address.

Members may choose to opt out of the auto-renew feature for their Membership. If Member does not wish to participate in the auto-renew process or elects not to renew, they should log into their Account Dashboard at <https://www.sportsmansguide.com/account/accountdashboard> or call the Sportsman's Guide Customer Service Department at 1-800-375-3006 any time prior to the Membership Term expiration date.

PLEASE NOTE: IF YOU HAVE PAID FOR YOUR MEMBERSHIP USING A CREDIT CARD,

UNLESS YOU NOTIFY US BEFORE YOUR MEMBERSHIP EXPIRATION DATE THAT YOU DO NOT WANT TO PARTICIPATE IN AUTO-RENEW OR WISH TO CANCEL YOUR MEMBERSHIP ENTIRELY, YOU UNDERSTAND THAT YOUR BUYER'S CLUB MEMBERSHIP WILL AUTOMATICALLY CONTINUE FOR ANOTHER TWELVE (12) MONTHS AND YOU AUTHORIZE US TO CHARGE AND COLLECT THE THEN-CURRENT MEMBERSHIP FEES (AND ANY APPLICABLE TAXES) USING ANY CARD WE HAVE ON FILE FOR YOU. WE MAY DO THIS WITHOUT ANY ADDITIONAL NOTICE TO YOU, UNLESS REQUIRED BY LAW.

Non Auto-Renew Members: For Members that have opted out of the auto-renew feature, their Membership will automatically expire 1 year from the original purchase date. To avoid a lapse in benefits, Members should renew through their Account Dashboard or the Sportsman's Guide Customer Service Department prior to the expiration date.

Sportsman's Guide is not responsible for late fees, over limit fees, finance charges or other charges imposed by third-party credit card issuers as a result of Membership Term renewal. The renewal notice and the customer's ability to cancel are considered sufficient notification of the auto-renew charge.

Membership Requirements and Limitations

All benefits of Membership are assigned exclusively to a single individual Member. Membership may not be reassigned, in whole or in part, to another individual or entity.

Membership must be paid in full in order to receive Member benefits. Memberships not paid in full will result in immediate termination of member benefits and you will be responsible for the cost of any benefits/savings received.

Membership is for the Member's use only. Members may not use their Membership benefits to resell or send merchandise to any non-Member or customer.

We reserve the right to accept or refuse Membership in our sole discretion, including any renewal Membership.

Merchandise purchased through the Program is subject to Sportsman's Guide's standard return policies and the individual product's warranty.

Modification and Termination

Sportsman's Guide reserves the right to modify the Program fee and benefits, or terminate the Program at any time at its sole discretion without notice to you. In addition, we may modify these Terms, our Privacy Policy and any other terms, conditions, limitations, and requirements available on the sportmansguide.com website at any time in our sole discretion without notice to you. If any changes are found to be invalid, void, or unenforceable for any reason, that change is severable and will not affect the validity and enforceability of the remaining terms, conditions, limitations or requirements. IF YOU DO NOT AGREE TO ANY CHANGE, IN WHOLE OR IN PART, YOU MUST CANCEL YOUR MEMBERSHIP. YOUR CONTINUED PARTICIPATION IN THE

PROGRAM (WHICH INCLUDES, BUT IS NOT LIMITED TO, PLACING NEW ORDERS, ACCESSING THE CLUB ONLINE STORE OR YOUR ACCOUNT DASHBOARD, OR YOUR RECEIPT OF CATALOGS OR EMAIL OFFERS) AFTER WE CHANGE THESE TERMS CONSTITUTES YOUR ACCEPTANCE OF THE CHANGES.

Sportsman's Guide reserves the right to terminate any Member's benefits and participation in the Program without notice for any reason. In such a case, the Member will receive a prorated refund of the Program fees for remaining full months of the Membership term. We may also terminate any Membership for conduct we determine, in our sole discretion, (a) violates of these Terms or any terms, conditions or restrictions available on sportmansguide.com, (b) involves fraud, is a misuse or abuse of the Program, is harmful to our or anyone else's interests, or (c) is in violation of any applicable law, rule or regulation. In such a case, we will not issue a refund for any portion of the Membership fee.

Special Membership Offers

Sportsman's Guide may offer different Membership terms to different members, or potential members, on a trial or promotional basis and the fees, terms, conditions, and restrictions for such Memberships may vary from those stated in these Terms. In addition, we may offer discounts on Membership to different members, or potential members. These special offers are not available on past Membership purchases and are specific to the individual receiving the offer.

Member Communications

Members with questions on their Buyer's Club Membership should contact us using one of the options below:

Phone:

Call us at 1-800-375-3006.

Mail:

Write us at:

Sportsman's Guide

Buyer's Club Membership 411

Farwell Ave.

So. St. Paul, MN 55075-0239

Email:

Email us at: BuyersClub@sportmansguide.com

Limitation of Liability

IN ADDITION TO ANY OTHER LIMITATIONS AND EXCLUSIONS ON SPORTSMANSGUIDE.COM, IN NO EVENT WILL SPORTSMANS' GUIDE, ITS PARENT COMPANIES, OR ANY OF ITS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF RELATED TO THE PROGRAM OR ANY PURCHASES MADE THROUGH THE PROGRAM. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING

NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE LAST ANNUAL MEMBERSHIP FEE PAID BY THE MEMBER (LESS ANY BENEFITS/SAVINGS RECEIVED SINCE THAT FEE WAS PAID). THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP. CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

DISCLAIMERS

WE MAKE NO REPRESENTATION ABOUT THE PROGRAM AND ITS SUITABILITY FOR ANY PURPOSE. THE PROGRAM IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED. SPORTSMAN'S GUIDE, LLC, ITS PARENT COMPANIES, AND ITS OR THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES SPECIFICALLY DISCLAIM ALL WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND -NONINFRINGEMENT.

General Program Information

The Buyer's Club Membership is provided by Sportsman's Guide as a paid service to its Members. By becoming a Member of the Buyer's Club program, Members expressly consent to receive advertising, marketing materials and other communication from Sportsman's Guide. You agree any decisions made by Sportsman's Guide concerning the Program or Membership are final and binding. Membership rules are valid to the extent where prohibited by law. Taxes may apply where required by law.

Privacy Policy

The information provided by customers will be handled according to our Privacy Policy. Customers interested in learning more about our privacy practices can visit <http://www.sportsmansguide.com/ourcompany/privacypolicy> for additional information.

Disputes

You agree that these Terms and your participation in the Program are governed by the laws of the State of Minnesota, USA. You hereby consent to the exclusive jurisdiction and venue of the courts, tribunals, agencies and other dispute resolution organizations in Dakota County, Minnesota, USA in all disputes (a) arising out of, relating to, or concerning the Program and/or these Terms; (b) in which the Program and/or these Terms present is an issue of a material fact; (c) in which the Program and/or these Terms are referenced in a paper filed in a court, tribunal, agency or other dispute resolution organization; (d) arising out of relating to any products or services sold or distributed by Sportsman's Guide through the Program; and (e) related to Sportsman's Guide's advertising, communication, delivery, or sales practices relating to its products and services. Participation in the Program is unauthorized in any jurisdiction that does not give full effect to all provisions of these Terms, including without limitation this paragraph and the warranty disclaimers and liability exclusions.

WITH THE PRIOR AGREEMENT OF SPORTSMAN'S GUIDE, ANY CLAIM, DISPUTE OR

CONTROVERSY ARISING OUT OF, RELATING TO OR CONCERNING THIS SITE AND/OR THIS AGREEMENT SHALL BE DECIDED BY BINDING ARBITRATION IN ACCORDANCE WITH THE RULES OF THE AMERICAN ARBITRATION ASSOCIATION AND ANY SUCH ARBITRATION PROCEEDINGS SHALL BE BROUGHT AND HELD IN DAKOTA COUNTY, MINNESOTA, USA. CLAIMS MAY ONLY BE BROUGHT IN YOUR INDIVIDUAL CAPACITY AND NOT AS A PURPORTED REPRESENTATIVE OF ANY CLASS. THE DECISIONS OF THE ARBITRATORS SHALL BE BINDING AND CONCLUSIVE UPON ALL PARTIES INVOLVED AND JUDGMENT UPON ANY AWARD OF THE ARBITRATORS MAY BE ENTERED BY ANY COURT HAVING COMPETENT JURISDICTION. THIS PROVISION SHALL BE SPECIFICALLY ENFORCEABLE IN ANY COURT OF COMPETENT JURISDICTION.

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