

aveda card program enrollment agreement.

For Salons Utilizing the Integrated SalonBiz Point of Sale System.

LOCATION NAME (YOUR SALON/SPA NAME AS YOU WOULD LIKE IT TO APPEAR ON YOUR GUEST'S MEMBERSHIP CARD):

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

E-MAIL:

CONTACT:

TITLE:

TELEPHONE:

WEBSITE:

STATUS (CIRCLE ONE):

CONCEPT

NETWORK

EQUIPMENT CHECKLIST (REQUIRED TO PARTICIPATE):

SALONBIZ VERSION 4.5
AND HIGHER

HIGH-SPEED INTERNET
CONNECTION ON COMPUTER
RUNNING SALONBIZ

MAGTEK KEYBOARD,
EMULATION MINI-
SWIPE READER

BARCODE SCANNER
(ANY MODEL TYPE THAT IS
COMPATIBLE WITH SALONBIZ)

pure privilegesm

I wish to participate in the following AVEDA Card Programs and agree to the terms set forth in this SALON/SPA ENROLLMENT AND PARTICIPATION AGREEMENT FORM between Aveda Corporation, a Delaware corporation ("Aveda"), and the salon/spa identified herein more specifically below ("Salon").

WHEREAS, Aveda operates a customer loyalty program called "Pure Privilegesm" (the "Pure Privilegesm Program"), which offers customers participating in the Pure Privilegesm Program ("Participating Members") designated rewards in exchange for rewards points earned under the Pure Privilegesm Program;

WHEREAS, Aveda desires that the Salon participate in the Pure Privilegesm Program by enrolling customers as new Participating Members, recognizing that participation in the Pure Privilegesm Program by Salon is entirely voluntary;

WHEREAS, if Salon agrees to participate in the Pure Privilegesm Program, it will transmit to Aveda information regarding the purchase of Aveda products by Participating Members and honor Pure Privilegesm Program rewards;

WHEREAS, Salon desires to participate in the Pure Privilegesm Program on the terms and subject to the conditions set forth herein.

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows:

1. Subject to the terms hereof, Aveda agrees that Salon may participate in the Pure Privilegesm Program.
2. As a participant in the Pure Privilegesm Program, Salon agrees to:
 - a. Utilize SalonBiz/SpaBiz with the integrated Pure Privilege program point of sale system, to be independently obtained by salon.
 - b. pay to Aveda all applicable Pure Privilegesm Program administration fees as set forth in "Pure Privilegesm Points Issuance Schedule" attached hereto (which may be revised by Aveda at its discretion from time to time);
 - c. use its best efforts to enroll Salon's customers as new Participating Members, it being understood that, in accordance with the terms of the Pure Privilegesm Program, Salon shall receive from each new Participating Member a payment of ten dollars (\$10) as a membership fee;
 - d. issue temporary Pure Privilegesm Program enrollment cards provided by Aveda to all new Participating Members;
 - e. using the SalonBiz/SpaBiz application
 - i. transmit to Aveda all information regarding Salon's sales of Aveda products to Participating Members, it being understood that such Pure Privilegesm Program-related sales data shall not include, and Pure Privilegesm Program rewards shall not be earned in respect of, sales of (x) services, (y) gift certificates, or (z) Aveda products in exchange for gift certificates; it further being understood that the Participating Member is providing his/her personally identifiable information to Aveda (not the Salon) when he/she submits an enrollment form and, therefore, if the Salon also wishes to independently collect such personally identifiable data it must inform the Participating Member and receive the Participating Member's consent to do so; and
 - ii. transmit to Aveda all relevant data regarding each Participating Member's redemption of Pure Privilegesm Program rewards;
 - f. at all times maintain adequate inventories of Aveda's personal blends and candles (in all aromas).
 - g. prominently display such Pure Privilegesm Program promotional materials as shall be provided to Salon at no charge by Aveda from time to time;
 - h. on a weekly basis, mail to Aveda new Participating Member enrollment materials and other needed materials, using the forms provided, and in the manner advised, by Aveda; and
 - i. honor such special Pure Privilegesm Program award certificates as may be issued by Aveda from time to time.
3. Salon agrees to give Aveda access to all of Salon's sales information, including underlying sales documentation, relating to Participating Members in order to confirm Salon's compliance with the terms of the Pure Privilegesm Program and this Agreement.



MORE ON
REVERSE SIDE

version 2.0

aveda
gift card

4. Aveda agrees to reimburse Salon for the cost of rewards redeemed by Participating Members at its location in accordance with the "Salon Reward Reimbursement Schedule" attached hereto (which may be revised by Aveda at its discretion from time to time). Notwithstanding such reimbursement, Salon shall be responsible for any sales and/or use taxes payable by Salon with respect to the delivery of Aveda products to Participating Members upon the redemption of Pure PrivilegeSM Program rewards.
5. Salon understands that points issued from its location have no cash value and once issued may only be redeemed in accordance with the Pure PrivilegeSM Program.

WHEREAS, Aveda operates a gift card program (the "Gift Card Program", the Pure PrivilegeSM Program and Gift Card Program being herein referred to as the "Programs") and sells a financial instrument called the "AVEDA Gift Card" (the "Card"), which enables the bearer to present as a form of payment the Card for the purchase of AVEDA retail product and/or professional salon or spa services at participating locations;

WHEREAS Aveda desires that Salon participate in the Gift Card Program by accepting the Card as form of payment, recognizing that participation by Salon is entirely voluntary;

NOW, THEREFORE, in consideration of the premises, the parties hereto hereby agree as follows

1. Subject to the terms hereof, Aveda agrees that Salon may participate in the Gift Card Program.
2. As a participant in the Gift Card Program, Salon agrees to:
 - a. Utilize SalonBiz/SpaBiz with the integrated Gift Card program point of sale system, to be independently obtained by salon.
 - b. assume full liability for payment of any taxes or tips deducted from the balance on any Aveda Gift Card;
 - c. collect additional form of payment from bearer if the available card balance is less than the total purchase amount.
3. Aveda will reimburse Salon only for the actual amount deducted from the available card balance at time of purchase less the applicable transaction fee as set forth in the "Gift Card Processing Schedule" attached hereto (which may be revised by Aveda at its discretion from time to time).
4. Salon agrees to provide Aveda with supporting documentation to receive reimbursement in accordance with Aveda's instructions and is responsible for following the appropriate redemption procedures and guidelines as advised by Aveda.

Aveda reserves the right to suspend or cancel Salon's participation in either the Pure PrivilegeSM Program and/or the Aveda Gift Card Program at its sole discretion, and Salon may cancel its participation in the Programs at any time upon written notice to Aveda. Without limiting the generality of the foregoing, failure to follow all the terms, conditions and procedures for the Aveda Programs may result in termination of the Salon's participation in the Programs. This Agreement shall be effective as of the date written below and shall continue in effect unless and until terminated by either party upon not less than five (5) days' written notice to the other.

This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota.

SALON NAME:

PRINT NAME:

SIGNATURE:

TITLE:

DATE:

REGIONAL SALES DIRECTOR, PRINT NAME:

SIGNATURE:

TITLE:

DATE:

please send
completed form to:

Attn: Aveda Pure PrivilegeSM

313 Talbot Blvd.
Chestertown, MD 21620

800.215.8710 phone
410.810.0910 fax

INTERNAL USE
DATE RECEIVED:

CUSTOMER CODE:



aveda card program credit card form.

SALON NAME:

ADDRESS:

CITY/STATE/ZIP:

TELEPHONE:

FACSIMILIE:

E-MAIL:

CONTACT:

TITLE:

TELEPHONE:

SECONDARY CONTACT:

TITLE:

TELEPHONE:

PLEASE SELECT THE APPROPRIATE STATEMENT BELOW (CHECK ONLY ONE):

Fees include shipping. Taxes not included.

I DO NOT NEED EQUIPMENT AT THIS TIME.

- I will be utilizing the SalonBiz/SpaBiz Pure Privilege integration program and I agree to pay the \$90 set-up fee that includes the Pure Privilege training materials. I understand that SalonBiz/SpaBiz will contact me to download the program.
- I am already enrolled in the Pure Privilege program, currently using a Verifone terminal, but would like to use the integrated SalonBiz/SpaBiz program. I understand the \$90 fee is waived.

We, the salon listed above (herein "Customer") wish to use the below referenced credit (procurement) card in settlement of Customer's invoices (herein "obligations") due to Aveda (herein "Aveda") from time to time.

We, the Customer, agree that any disputes whatsoever regarding the manufacture, delivery, quality, pricing, and/or any other issues regarding obligations due to Aveda will be resolved directly between the above mentioned Customer and Aveda. Therefore, as part of this Agreement, we, the Customer, stipulate we will not generate chargebacks through our credit card company.

Aveda is authorized to debit the following card as full payment for obligations due to Aveda. Full payment of obligations includes all charges including but not limited to pre-press, material, labor, freight, postage, taxes, and any other charges as billed by Aveda.

Please skip this step if the second box is selected, as we already have your credit card information on file.

CARD TYPE:

CARD ACCOUNT NUMBER:

NAME ON CARD:

EXPIRATION DATE:

as authorized by cardholder or corporate officer:

PRINT NAME:

SIGNATURE:

X

**please send
completed form to:**

Attn: Aveda Pure PrivilegeSM

313 Talbot Blvd.

Chestertown, MD 21620

800.215.8710 phone

410.810.0910 fax

INTERNAL USE
DATE RECEIVED:

CUSTOMER CODE:

