PostPoints® Terms & Conditions

I. Introduction

1.1 This agreement sets forth the terms and conditions governing the PostPoints® program (“the Program”). By participating in the Program, you agree to these terms and conditions. These terms and conditions supersede any previously issued terms and conditions governing the Program.

II. Eligibility and Enrollment

2.1 You must be at least 18 years old and reside in the Washington, D.C. metropolitan area in order to be eligible for PostPoints membership (“Membership”). We have sole discretion over the extent of the geographic area that we will serve in PostPoints, but generally speaking, membership will be available to residents of the District of Columbia, Maryland or Virginia who are able to receive home delivery of The Washington Post.

2.2 Membership will be available to persons who enroll for the Program and meet the eligibility criteria, as established in these terms and conditions and as supplemented by any future Program rules. We reserve the right to deny Membership to any applicant at our discretion. The date of enrollment in the Program will be considered the day we complete enrollment processing, as determined by us at our discretion.

2.3 There will be three levels of Membership: Platinum, Gold, and Silver. Each level will have a different level of rewards associated with it. A Member’s accumulation of PostPoints (“Points”), and the rewards associated with those Points, will be available at www.washingtonpost.com/postpoints (“Program Web Site”) and in communications to Members, as detailed below. We retain discretion to amend the eligibility requirements for each level, to eliminate or add new levels, and to alter the benefits associated with each level.

2.4 Subject to such modifications as we may impose at our discretion, eligibility for each level will be as follows:

- “Platinum” Membership will be available to those who subscribe for home delivery of The Washington Post seven days a week, and whose subscription account is in good standing.
- “Gold” Membership will be available to those who subscribe for home delivery of The Washington Post for any amount less than seven (7) days a week, e.g., those who subscribe for Sunday-only or weekday-only home delivery, and whose subscription account is in good standing.
- “Silver” Membership will be available to those who are not subscribers but who purchase The Washington Post one or more times per week, regularly visit the Washington Post’s website for news content, are digital subscribers in the Washington, D.C. metropolitan area or otherwise meet such criteria as to be established by us from time to time at our discretion.

2.5 Employees of The Washington Post and their immediate family members generally may participate in the Program under the same terms and conditions as the public. However, employees and
their immediate family may be subject to certain restrictions that do not apply to the public at large, such as exclusion from particular contests. Such restrictions will be determined by us at our discretion.

2.6 You may not have more than one Membership per subscription. If you attempt to obtain more than one Membership, we have the option of terminating your Membership resulting in the forfeiture of all enrollment bonus(es) and Points accumulated to date.

III. Accrual of Points

3.1 Points will be accrued in the manner specified in the rules of the Program, which are subject to change without notice. By way of illustration only, and subject at all times to the rules of the Program then in effect, Members might accrue PostPoints in some or all of the following ways: by initiating a subscription for home delivery of The Washington Post; or by engaging in transactions with stores, restaurants, or other businesses who have partnered with The Washington Post in the Program (“PostPoints Spots”).

3.2 Details of selected opportunities to accrue Points will be available at the Program Web Site, in advertisements, and in communications or other notices to Members.

3.3 Members will have the opportunity to accrue Points by engaging in transactions with PostPoints Spots in accordance with the rules of the Program. PostPoints Spots will include those stores, restaurants, and other merchants who have agreed to participate in the Program. A list of PostPoints Spots will be available at the Program Web Site. The list of PostPoints Spots is subject to change at any time without notice.

3.4 You should allow at least thirty (30) business days following the transaction for us to credit Points to your Account. If you are not properly credited for Points within thirty (30) days of the transaction, please notify us through the “Contact Us” link at the Program Website.

3.5 If we erroneously fail to credit a Point accrual or other Membership-related benefit, our liability is limited to corrective posting of Points to your Account.

IV. Redemption of Points

4.1 Points may be redeemed for rewards in accordance with the rules of the Program at any given time, on such terms as are offered by The Washington Post and/or PostPoints Spots. Certain reward opportunities can be viewed under “Redeem Points” at the Program Website.

4.2 The rules governing PostPoints rewards – such as the rewards available, the number of points needed to redeem a reward, reward categories, and other terms and conditions associated with rewards -- are subject to change without notice.

4.3 The redemption of all rewards is subject to availability, which may be limited for certain rewards.

4.4 If a PostPoints Spot withdraws from the Program, then Points can no longer be accrued or redeemed in respect of transactions with that PostPoints Spot. The available PostPoints Spots are subject to change without notice at any time.
4.5 Certain rewards may require an advance reservation. You are responsible for making reservations or conducting any other communications with the PostPoints Spot as are necessary to redeem a reward.

4.6 Redeemed rewards are not refundable, exchangeable, replaceable or transferable for cash or credit unless specifically permitted by us at our sole discretion. Points will not be credited in exchange for unused or partially used reward certificates, such as a discount airline reward certificate that is good for five nights but is used for only three.

4.7 Rewards cannot be reissued if lost, stolen, or otherwise destroyed. We are not responsible for lost or stolen rewards, reward certificates, or Points.

V. Restrictions on Transfer

5.1 PostPoints® do not constitute the property of the Member and are not transferable unless specifically authorized by us at our sole discretion. Any attempted transfer, sale or barter of Points by you or on your behalf will be void, except as specifically permitted by Program rules governing donations to eligible charities. We and PostPoints Spots may refuse to honor any PostPoints, reward certificates or other Membership benefits which we believe to have been improperly transferred, sold, or bartered; and we may restrict the Member who has engaged in the improper transfer, sale or barter from further participation in the Program.

5.2 Notwithstanding the limitation above, we reserve the right, at our discretion, to permit a reward to be redeemed by a third party with the Member's consent and in compliance with any other conditions as we determine.

5.3 Members are solely responsible for the determination and payment of any tax liability arising from the accrual, transfer, or redemption of Points.

5.4 Upon termination of your Membership for any reason, all unredeemed Points in your account will be forfeited.

VI. Notices and Communications

6.1 Information about the Program will be available at the Program Web Site. Information about your PostPoints account, including the number of Points in your account, will be available at all times through a secure login process.

6.2 By agreeing to these Terms and Conditions, you agree to provide The Washington Post with a valid email address at which you can receive communications about the Program. We may send you periodic communications regarding the Program, which may include, without limitation, account statements, information about opportunities for Points redemption, and special offers. These may include offers from PostPoints Spots or other third parties.

6.3 You will have the opportunity to opt out of receiving some or all such communications. If you opt to receive no communications at all, however, we may refuse Membership to you, or terminate your Membership (with loss of any accrued PostPoints), as the Program depends upon a certain level of communication with Members.
VII. Cancellation or Termination of Membership

7.1 You may terminate your Membership at any time by following the cancellation procedure set forth at the Program Web Site. Immediately upon cancellation or termination of your Membership, all unredeemed Points in your account will be forfeited and cannot be restored.

7.2 If you are a Platinum or Gold Level Member, your Membership in the Program will terminate automatically if you terminate your subscription for home delivery of The Washington Post.

7.3 If you cancel your Membership, or if we terminate your Membership for any reason, you may reapply for Membership at a later date but will not recover any Points from your prior Membership.

7.4 We may terminate your Membership, suspend your Membership privileges, cancel the award of Points, or remove accumulated Points from your Account, all at our discretion, if we determine that you have:

(a) violated any applicable law or ordinance in respect of your participation in the Program;

(b) breached any of these terms and conditions;

(c) failed to pay any bill when due to The Washington Post; or

(d) otherwise acted in a fraudulent, abusive, or unlawful manner with respect to the Program.

7.5 Subject to applicable law, your Membership will terminate automatically if you file for bankruptcy.

7.6 We have the right to terminate the account of any Member whose account has become inactive, at our discretion. An inactive account is one that has had no activity at all for more than one (1) year, meaning that the Member has not accrued or redeemed any PostPoints, accessed his or her online PostPoints account, or received or responded to emails from us for more than one (1) year.

7.7 PostPoints will have a rolling life of three (3) years unless we determine to extend that period at our discretion.

VIII. Limitations on Liability

8.1 We make no warranties or representations, expressed or implied, concerning the type, quality, or fitness of goods or services provided through the Program. We expressly disclaim all liability (including, without limitation, consequential or indirect damages or lost profits) concerning the type, quality, or fitness of goods or services provided through the Program.

8.2 We shall not be liable to any person for any action taken or neglected to be taken with respect to the Program, except for errors in crediting Points to Program accounts. The sole remedy available to you in connection with such an error will be the proper crediting of Points to your account.
8.3 We are not responsible for refunds that may be due in connection with the redemption of any reward, including, without limitation, refunds for cancelled or rescheduled transportation, tours, or other services from third-party providers. All such claims for refunds are the responsibility of the Member and must be made in accordance with the rules and regulations of the party from whom the refund is due.

8.4 Neither The Washington Post, nor PostPoints Spots or other Program affiliates shall be responsible for:

(a) any loss or misdirection of, or delay in receiving, any Membership application, correspondence, rewards or reward certificates;

(b) any theft or unauthorized redemption of Points or rewards;

(c) any acts or omissions of third parties, including but not limited to PostPoints Spots; or

(d) any errors published by us in relation to the Program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding PostPoints Spots and Program affiliates, and errors in the crediting or debiting of PostPoints from Member accounts. We reserve the right to correct such errors without notice to Members.

IX. Other Reservations of Rights

9.1 These terms and conditions are subject to revision at any time without notice. The current terms and conditions will be available through the Program Web Site.

9.2 We may terminate the Program at any time. If so, all unredeemed PostPoints will immediately be forfeited without any obligation or liability on our part or by PostPoints Spots or any other Program affiliates, and no reward claims shall be honored. We may terminate the Program either in whole or in part, or with respect to particular jurisdiction(s).

9.3 Our waiver of any breach of these terms and conditions by you shall not constitute a waiver of any other prior or subsequent breach of this agreement. Our failure to insist upon strict compliance with these terms and conditions in any given case shall not be deemed a waiver of any rights or remedies in other cases.

9.4 All interpretations of these terms and conditions, and other Program rules, shall be at our sole discretion and our decisions shall be final.

9.5 Nothing contained in these terms and conditions shall limit us in the exercise of any legal or equitable rights or remedies

X. Governing Law

10.1 These terms and conditions, as well as any other rules applicable to the PostPoints® Program, will be construed in accordance with the laws of the District of Columbia. Any dispute arising out of this Program will be subject to the exclusive jurisdiction of the courts of the District of Columbia.
10.2 If any part of these terms and conditions is held to be unlawful or unenforceable in any jurisdiction, that part will be deemed to be removed from these terms and conditions only in that jurisdiction, and the other provisions will remain in force.

Effective January 22, 2018