

Sun Gift Card Terms & Conditions

Sun Gift Card Terms and Conditions

Last updated March 22, 2021

These terms and conditions ("Terms") govern your purchase and use of gift cards ("Cards") redeemable at participating campgrounds and other properties that are owned or operated by Sun Communities ("Sun") or its affiliates.

THESE TERMS SET FORTH IMPORTANT LEGAL OBLIGATIONS, INCLUDING A CLASS ACTION WAIVER AND AN AGREEMENT TO RESOLVE DISPUTES BY BINDING

ARBITRATION RATHER THAN IN COURT. Your purchase or use of a Card constitutes your acceptance of and agreement to be bound by these Terms. If you do not agree with these Terms, do not purchase or use a Card.

1. How and Where to Use Cards. You may use Cards at participating Sun locations to make reservations and to purchase certain food, merchandise, and/or services sold at these locations. Not all locations participate please call the individual Sun location to confirm whether it accepts these Cards. Not accepted at on-site third-party vendors (e.g.,

Accept

boat rentals, restaurants, etc.). Not accepted at Jellystone and KOA branded parks.

2. Limitations. Cards cannot be used for rent payments or other residential expenses. Cannot be redeemed for cash, except where required by law. Unauthorized resale or transfer of card is prohibited. Card is non-refundable. Lost or stolen Cards will not be replaced. We reserve the right to refuse acceptance of any Card if we suspect fraud, misrepresentation, violation of law, or breach of these Terms. Notwithstanding the foregoing, we will not be held responsible for any unauthorized use of a Card.

3. How to Reload Cards and Check Balance. You may reload Card and check your account balance at any Sun location where the Card is accepted, or by calling 844-444-4013, or at www.sungiftcards.com. Note that any information we receive in connection with an online purchase or reload of a Card will be subject to the Privacy Policy posted on the applicable website.

4. Maximum Value. The maximum amount that can be stored on a Card is \$2,000. Furthermore, no more than \$2,000 can be associated with the Card on a given day. This means that if there is \$1,500 on your Card on a given day, even if you spend some of the balance, the maximum amount that can be added to the Card before the end of the day will still be \$500, even if after loading this amount the total balance would remain below \$2,000. In addition, a person may not purchase or obtain multiple Cards with a combined value of more than \$10,000 in any one day.

5. Expiration. Funds expire 5 years from date of last Card activity, unless otherwise mandated by applicable law.

6. Unclaimed Property. In the event expiration of funds does not apply for any reason, we may be required to turn over any remaining Card balance to a state under such states unclaimed or abandoned property law after a certain period of inactivity defined by law. You agree that we will have no liability for any expired funds or any funds turned over to a state, as permitted or required under applicable law.

7. Trademarks. Cards contain valuable intellectual property of Sun, including trademarks, service marks, trade dress, copyrights, and/or trade secrets. All rights not expressly granted in these Terms are exclusively reserved to Sun.

8. Indemnification. You agree that you remain solely responsible for your use of the Card, and you will defend, indemnify, and hold Sun and its affiliates and their respective officers, owners, employees, and agents harmless from and against any damages, losses, or costs (including reasonable attorneys fees), arising from or relating in any way to your use of the Cards, your violation of any law, or your breach of these Terms.

9. Disclaimer of Warranty. THE CARDS AND ALL RELATED SERVICES ARE PROVIDED ON AN ASIS AND AS-AVAILABLE BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY LAW, SUN EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. SUN AND ITS SUPPLIERS DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF CORRECTNESS, COMPLETENESS, ACCURACY, RELIABILITY, AVAILABILITY, SUPPORT, TIMELINESS, OR PERFORMANCE WITH RESPECT TO THE USE OF THE CARDS OR RELATED SERVICES.

10. Limitations of Liability. TO THE MAXIMUM EXTENT PERMITTED BY

LAW, SUN WILL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, WHETHER IN CONTRACT, IN TORT, OR OTHERWISE, WHETHER FORESEEABLE OR NOT AND REGARDLESS WHETHER SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL SUN'S TOTAL CUMULATIVE LIABILITY ARISING OUT OF OR RELATED TO THESE TERMS EXCEED THE CARD BALANCE (NOT TO EXCEED TWO THOUSAND U.S. DOLLARS (\$2,000.00)). THE EXISTENCE OF MULTIPLE CLAIMS WILL NOT ENLARGE THIS LIMIT, AND THIS LIMIT WILL APPLY NOTWITHSTANDING ANY FAILURE OF ESSENTIAL PURPOSE OF ANY LIMITED REMEDY AND REGARDLESS WHETHER SUN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

11. Governing Law. These Terms shall be governed by and construed in accordance with the laws of the State of Michigan without regard to rules or principles regarding conflicts of laws. Except for binding arbitration as set forth below in these Terms, any action or proceeding arising out of or relating to these Terms must be brought exclusively in the state or federal courts located in Oakland County, Michigan. Each party irrevocably consents and waives objection to personal jurisdiction and venue in, and agrees to service of process issued by, any such court in any such action or proceeding.

12. Arbitration. The parties expressly agree that any dispute or claim arising out of or relating to these Terms will be resolved by binding arbitration, except for: (a) claims for injunctive or other equitable relief (for example, to prevent the actual or threatened infringement, misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights), and (b) individual claims on a non-class,

non-representative basis that qualify for, and are brought in, state small claims court. The arbitration of any dispute or claim shall be

conducted in accordance with the American Arbitration Association ("AAA") rules, as modified by these Terms, and will take place in Oakland County, Michigan, unless the parties mutually agree to hold the proceedings elsewhere. These Terms evidence a transaction in interstate commerce and this arbitration provision will be interpreted and enforced in accordance with the Federal Arbitration Act and federal arbitration law. An arbitrator may not award relief in excess of or contrary to what these Terms provide or order consolidation or arbitration on a class wide or representative basis, except that the arbitrator may award on an individual basis damages required by statute

and may order injunctive or declaratory relief pursuant to an applicable consumer protection statute. Any arbitration shall be confidential, and neither party may disclose the existence, content or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award. Judgment on any arbitration award may be entered in any court having proper jurisdiction. THE PARTIES WAIVE, TO THE FULLEST EXTENT ALLOWED BY LAW, ANY RIGHT TO PURSUE ANY CLAIMS ON A CLASS OR CONSOLIDATED BASIS OR IN A REPRESENTATIVE CAPACITY AND THEIR RIGHT TO A JURY TRIAL. THIS WAIVER WILL APPLY EVEN IF THIS ARBITRATION CLAUSE IS DEEMED INAPPLICABLE OR INVALID FOR ANY REASON. No action, regardless of form, arising out of or in conjunction with the subject matter of these Terms, except for claims for injunctive or other equitable relief, may be brought by either party more than one (1) year after the cause of action arose.

13. Changes to these Terms. These Terms may be revised at any time in Suns sole discretion. The date of the latest revision or update will be indicated on these Terms. If changes to these Terms or policies are significant, we will make reasonable efforts to notify you of the modified terms via email, if we have your email address. Otherwise, the posting of the updated Terms on our website will constitute public notice. If you continue to use these Terms after receiving actual or

constructive notice, such use will constitute your acceptance of and agreement to the modified Terms.

14. General. These Terms constitute the final, complete, and exclusive agreement of the parties relating to Cards and related services, and supersede and merge all prior discussions between the parties. In the event that any provision of these Terms is determined to be illegal or unenforceable, that provision will be limited or eliminated to the minimum extent necessary so that all other provisions shall otherwise remain in full force and effect and enforceable. No failure or delay on the part of Sun in exercising any right under these Terms will operate as a waiver of that right, nor will any single or partial exercise of any right preclude any further exercise of that right. You may not assign or delegate your rights or duties under these Terms without Sun's express prior written consent. Sun may assign or delegate its rights or duties under these Terms in its sole discretion. Subject to the foregoing, these Terms shall inure to the benefit of each party's permitted successors and assigns. The rights and remedies provided to each party in these Terms are cumulative and in addition to any other rights and remedies available to such party at law or in equity.