



# PennyWizers.com Terms and Conditions:

1. Merchants agree to allow PennyWizers.com the right to promote information about their businesses on the PennyWizers.com website, on television, radio, in print, and in other forms of media.
2. Merchants wishing to be featured on the “Deals of the Week” page must agree to a 50% savings and allow an unlimited number of gift certificates to be sold during the week their offer is featured. In the event the merchant is unable or unwilling to sell an unlimited of gift certificates, the merchant may set a maximum number of sales and opt to receive less advertising exposure.
3. Merchants featured on the “Great Offers” page may set a maximum number of gift certificates they wish to sell. “Great Offers” must represent a savings of 25% to 50%.
4. Merchants featured on the “Good Deals” page may set a maximum number of gift certificates they wish to sell. “Good Deals” must represent a savings of 15% to 50%.
5. Within 48 business hours of the sale ending, PennyWizers.com agrees to supply merchants, via email, a list of the names and email addresses of the purchasers of the gift certificates.
6. PennyWizers.com will not be held responsible for any lost or stolen gift certificates.
7. To cover advertising and associated costs PennyWizers.com retains 50% of sales, however, this percentage may be negotiated based on the number of gift certificates the merchant is willing to sell, the amount of each sale, and/or the merchant profitability of the items listed.
8. Within 14 business days of the offer ending, PennyWizers.com will pay merchants their portion of the completed sales.
9. Merchants are responsible for all refunds; however, if within 60 days of the offer ending a refund needs to be issued, PennyWizers.com will return their share of the sale to the merchant.
10. PennyWizers.com strongly advises gift certificates are issued with no expiration dates. Several state and/or federal laws may govern gift certificates that expire.
11. All applications will be reviewed for content and, if accepted, posted on the PennyWizers.com website approximately three (3) business days after the receipt of the complete text and/or other listing information. PennyWizers.com will not accept any listings that are deemed objectionable.
12. Merchants are required to provide information in a digital format via email or disk for all logos and/or banners and are responsible for the content of their listings and their offers posted on the PennyWizers.com website. PennyWizers.com and/or their representatives and/or their affiliates are not responsible for listing correctness or content.
13. Although PennyWizers.com is not required to provide editing services such as spelling or grammar correction, PennyWizers.com reserves the right to edit text before posting on the web site. Upon request, PennyWizers.com representatives are available to assist merchants in developing listings designed to generate optimal results.
14. PennyWizers.com management reserves the right to reject any application with or without cause.
15. Management of PennyWizers.com assumes no responsibility or liability for quality of products or services offered by participating merchants, their employees, or their affiliates.

*Any violation of this agreement may result in cancellation of vendor's listings*