

## Mobile Terms and Conditions

**SHORTCODE:** 32700

**PROGRAM:** Guitar Center Alerts

**FREQUENCY OF ALERTS:** 12msg/mo.

**PRICING:** Standard rated, non-premium service. Msg&Data rates may apply.

**CONTACT:** Guitar Center at 866-498-7882 or [service@guitarcenter.com](mailto:service@guitarcenter.com)

**COMMANDS:** Text: "HELP" to 32700 to get help. Text: "STOP" to 32700 to cancel.

## Terms and Conditions & Privacy Policy

### **USER OPT-IN:**

Users may opt into Guitar Center Alerts to receive SMS mobile alerts from Guitar Center by texting **JOIN** to **32700** to opt-in.

By signing up you agree to receive marketing text messages. We do not use an automatic telephone dialing system to generate, store, or deliver our text messages. Consent is not required to purchase goods or services.

### **USER OPT-OUT:**

To Opt-Out (discontinue service), text "**STOP**" to "**32700**" from your mobile device. You will not receive any additional messages. You may also Opt-out by texting "**QUIT**", "**END**", "**CANCEL**", "**UNSUBSCRIBE**", or "**STOP ALL**" to any text message you receive or to short code **32700**.

### **HELP:**

To get help, text "**HELP**" to "**32700**" or email [service@guitarcenter.com](mailto:service@guitarcenter.com) or call 866-498-7882

### **CARRIERS SUPPORTED:**

Verizon Wireless, Sprint, Nextel, Boost, T-Mobile®, AT&T, Alltel, ACS Wireless, Bluegrass Cellular, Carolina West Wireless, CellCom, Cellular One of East Central Illinois (ECIT), Cincinnati Bell, Cricket, C-Spire Wireless, Duet IP (AKA Max/Benton/Albandy), Element Mobile, Epic Touch, GCI Communications, Golden State, Hawkeye (Chat Mobility), Hawkeye (NW Missouri Cellular), Illinois Valley Cellular (IVC), Inland Cellular, iWireless, Keystone Wireless (Immix/PC Management), MetroPCS, MobiPCS, Mosaic, MTPCS/Cellular One (Cellone Nation), Nex-Tech Wireless, nTelos, Panhandle Telecommunications, Pioneer, Plateau, Revol Wireless, Rina-Custer, Rina-All West, Rina- Cambridge Telecom Coop, Rina-Eagle Valley

Comm, Rina-Farmers Mutual Telephone Co, Rina- Nucla Nutria Telephone Co, Rina- Silver Star, Rina- South Central Comm, Rina- Syringa, Rina- UBET, Rina- Manti, Simmetry, South Canaan/CellularOne of NEPA, Thumb Cellular, Union Wireless, United Wireless, U.S. Cellular, Viaero Wireless, Virgin Mobile, West Central Wireless (includes Five Star Wireless).

**WARRANTY:**

Guitar Center will not be liable for any delays in the receipt of any SMS messages connected with this program. Delivery of SMS messages is subject to effective transmission from your wireless service provider/network operator.

**PRIVACY POLICY:**

Guitar Center respects your privacy. We will only use information you provide to transmit your text message. **WE DO NOT SELL, RENT, LOAN, TRADE, LEASE OR OTHERWISE TRANSFER ANY PHONE NUMBERS OR CUSTOMER INFORMATION COLLECTED THROUGH OUR SERVICE TO ANY THIRD PARTY.** Nonetheless, we reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or governmental request, to avoid liability, or to protect our rights or property. When you complete forms online or otherwise provide us information in connection with the Service, you agree to provide accurate, complete, and true information. You agree not to use a false or misleading name or a name that you are not authorized to use. If we, in our sole discretion, believe that any such information is untrue, inaccurate, or incomplete, we may refuse you access to the Service and pursue any appropriate legal remedies.

**DISPUTE RESOLUTION:**

In the event that there is a dispute, claim or controversy between you and Us, or between you and any third-party service provider acting on Our behalf to transmit the mobile messages within the scope of the Program, arising out of or relating to federal or state statutory claims, common law claims, these Terms, Our Privacy Policy, or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate, such dispute, claim or controversy will be determined by arbitration in California before one arbitrator. The arbitration will be administered by JAMS. For claims greater than \$250,000, the JAMS Comprehensive Arbitration Rules and Procedures in effect at the time the arbitration is commenced will apply. For claims less than or equal to \$250,000, the JAMS Streamlined Arbitration Rules in effect at the time the arbitration is commenced will apply. The arbitrator will apply the substantive law of the State of California, exclusive of its conflict or choice of law rules. Nothing in this paragraph will preclude the parties from seeking provisional

remedies in aid of arbitration from a court of appropriate jurisdiction. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. Notwithstanding the provision in this paragraph with respect to applicable substantive law, the Federal Arbitration Act (9 U.S.C. §§ 1-16) will govern any arbitration conducted pursuant to these Terms. Either party may commence arbitration by providing to JAMS and the other party to the dispute a written demand for arbitration, setting forth the subject of the dispute and the relief requested (“Arbitration Demand”).

To the fullest extent permitted by law, each of the parties agrees that any proceeding, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. If for any reason a claim proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Agreement or any of the transactions contemplated hereby.

The appointed arbitrator may award monetary damages and any other remedies allowed by the state law designated above. In making his or her determination, the arbitrator will not have the authority to modify any term or provision of these Terms. The arbitrator will deliver a reasoned written decision with respect to the dispute (the “Award”) to each party, who will promptly act in accordance the Award. Any Award (including interim or final remedies) may be confirmed or enforced in any court having jurisdiction, including any court having jurisdiction over either party or its assets. The decision of the arbitrator will be final and binding on the parties, and will not be subject to appeal or review. Each party will advance one-half of the fees and expenses of the arbitrator, the costs of the attendance of the court reporter at the arbitration hearing, and the costs of the arbitration facility. In any arbitration arising out of or related to these Terms, the arbitrators will award to the prevailing party, if any, costs and attorneys’ fees reasonably incurred by the prevailing party in connection with that aspect of its claims or defenses on which it prevails, and any opposing awards of costs and attorneys’ fees awards will be offset. The parties will maintain the confidential nature of the arbitration proceeding, the hearing and the Award, except as may be necessary to prepare for or conduct the arbitration hearing on the merits, or except as may be necessary in connection with a court application for a preliminary remedy, or confirmation of an Award or its enforcement, or unless otherwise required by any applicable law. Any documentary or other evidence produced in any arbitration hereunder will be treated as confidential by the parties, witnesses and arbitrators, and will not be disclosed to any third person

(other than witnesses or experts), except as required by any applicable law or except if such evidence was obtained from the public domain or is otherwise obtained independently of the arbitration.

**MISCELLANEOUS:**

You warrant and represent to Us that you have all necessary rights, power, and authority to agree to these Terms and perform your obligations hereunder, and nothing contained in this Agreement or in the performance of such obligations will place you in breach of any other contract or obligation. The failure of either party to exercise in any respect any right provided for herein will not be deemed a waiver of any further rights hereunder. If any provision of these Terms is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect and enforceable. Any new features, changes, updates or improvements of the Program shall be subject to these Terms unless explicitly stated otherwise in writing.

We reserves the right to change these Terms from time to time. Any updates to these Terms shall be communicated to you. You acknowledge your responsibility to review these Terms from time to time and to be aware of any such changes. By continuing to participate in the Program after any such changes, you accept these Terms, as modified.