

Radio Flyer's Account Participation Terms

Effective July 5, 2018

These terms and conditions ("Terms") apply to Radio Flyer Accounts ("Accounts Program"), an exclusive benefits platform offered by Radio Flyer Inc. of 6515 W. Grand Avenue, Chicago, Illinois 60707 ("Radio Flyer") offered at <https://www.radioflyer.com/customer/account/create/>.

Personal information collected through the Accounts Program is governed by the Radio Flyer Privacy Policy available at <https://www.radioflyer.com/privacy-policy/>.

BY PARTICIPATING IN THE ACCOUNTS PROGRAM, EACH PARTICIPANT AGREES TO THE PROGRAM'S TERMS AND OUR [PRIVACY POLICY](#) AND [TERMS OF SERVICE](#).

Your affirmative act of agreeing to these Terms and using the Accounts Program constitutes your electronic signature to these Terms and consent to receive email communications from Radio Flyer related to participation in the Accounts Program and Radio Flyer's products and services.

WHO IS ELIGIBLE?

The Accounts Program is open to individual legal residents of the fifty (50) United States and Washington, District of Columbia who are age eighteen (18) or older.

HOW DOES THE ACCOUNTS PROGRAM WORK?

Any individual who meets the eligibility requirements and creates an account on the Radio Flyer website may participate in the Accounts Program. Individuals with an account are eligible to receive free ground shipping on radioflyer.com. Account holders must be logged into their account to receive free shipping. Free shipping is valid only in the United States. Limit of three products per order. Free shipping is not valid on the Tesla Model S for Kids, Luke Skywalker's Landspeeder, replacement parts, expedited shipping options, or orders shipping to Alaska, Hawaii, US Military or US Territory addresses. For orders that do not qualify for free shipping, the standard UPS shipping rate will apply. Individuals with an account will also receive email communication with exclusive offers. To opt out of email communication, account holders must unsubscribe using the unsubscribe link at the bottom of Radio Flyer emails or using the My Account section of the account page. The Accounts Program is subject to change at any time.

GENERAL TERMS AND RESTRICTIONS

The Accounts Program is valid in the 50 United States and D.C. only. The Accounts Program is void outside 50 United States, Washington, District of Columbia, and where prohibited or restricted. The Accounts Program is subject to all applicable federal, state and local laws and regulations and is governed by the internal laws of the State of Illinois. Any and all legal actions or claims arising in connection with the Accounts Program must be brought in a court of competent jurisdiction within the State of Illinois. The Accounts Program is subject to change at any time.

IN NO EVENT SHALL RADIO FLYER BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, REGARDLESS OF THE TYPE OF CLAIM OR LEGAL THEORY ASSERTED, ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS PROGRAM, THE USE OF OR INABILITY TO USE THE PROGRAM SITE OR ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE PROGRAM SITE OR PROGRAM MATERIALS. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF RADIO FLYER ARISING OUT OF OR RELATING TO THIS PROGRAM EXCEED THE LESSER OF AMOUNT PAID TO RADIO FLYER OR TWO HUNDRED FIFTY DOLLARS (\$250).

If you have questions about the Accounts Program, please call Customer Service at (773) 637-7100 or by email at customerservice@radioflyer.com.

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