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[Login](#) | [Terms & Conditions](#) | [Privacy Policy](#)

My Hlpoints Account

What I Can Earn

Redeem My Hlpoints

How Hlpoints Work

Hlpoints Support

Terms & Conditions

Harris Interactive is proud to introduce Hlpoints, a points system designed to reward Harris Poll Online members who complete surveys for Harris Interactive in the following countries: the United States and United States territories, Canada, the United Kingdom, Italy, France, Spain and Germany. In order to bring you this new and exciting program, Harris Interactive has contracted with its agent, Incentive Logic, Inc., to provide you with this special Hlpoints website as part of our new Harris Poll Online Rewards program.

Participation is simple. Upon successful completion of your first eligible survey on Harris Poll Online with Hlpoints, your Hlpoints account will be automatically created. To activate your account, simply log into the [Hlpoints website](#) using the login information that was emailed to your Harris Poll Online email account. Each time you complete an additional eligible survey, you will earn more Hlpoints. The number of Hlpoints earned will depend on the length of the survey completed, and on these terms and conditions.

Participation in the Hlpoints program is subject to these terms and conditions, and any other rules, conditions, policies, or procedures that Harris Interactive may adopt from time to time. Please, therefore, take the time to review these terms and conditions so you can learn all about how you can earn Hlpoints, how you can redeem Hlpoints, and other important program information.

Reservation of Rights

The Hlpoints program and its benefits are provided to you at the discretion of Harris Interactive and Harris Interactive has the right to terminate the program, or to change these terms and conditions, the exclusive awards, or conditions of participation, in whole or in part, at any time, with or without notice to you. Such changes include increasing the amount of Hlpoints required to redeem any exclusive award, or change or removal of any of the awards currently available, at any time, with or without notice to you. If Harris Interactive does provide notice of changes, it may do so by email, regular mail or by general posting on the Hlpoints website. Other examples of the types of changes to the Hlpoints program that Harris Interactive may make are described in these terms and conditions. Although every effort has been made to ensure that the information in this document is accurate, Harris Interactive is not responsible for typographical errors or omissions.

Privacy

Harris Interactive has contracted with its agent, Incentive Logic, Inc., to provide you with the Hlpoints program, including this special Hlpoints website. Our treatment of your personally identifiable information is subject to the terms of our [privacy policy](#). By participating in the Hlpoints program, you acknowledge and agree that Harris Interactive must disclose to our agent, Incentive Logic, certain personal information in order to bring our Harris Poll Online members

Hlpoints as part of the Harris Poll Online Rewards Program. We contracted with our agent to ensure that it will strictly adhere to our privacy policy, and it has agreed to maintain the confidentiality and protection of your personal information at all times during and after providing service. If you do not wish for us to share your information, you may notify us accordingly by sending a written note to the attention of the Hlpoints/Incentive Logic [Customer Care Team](#). Opting out of disclosure of your information to our agent will, by necessity, mean that you cannot participate in the Hlpoints program.

Activating Accounts and Earning Hlpoints

Currently, Hlpoints can only be earned by completion of an eligible survey. Upon completion of their first eligible survey Harris Poll Online survey, Harris Poll Online members will be automatically registered in the Hlpoints program. As stated previously, members need to activate their Hlpoints accounts after completing the first eligible survey with Hlpoints by logging into the [Hlpoints website](#) utilizing the user name and password provided to them via email. Hlpoints will be earned after the first survey and after every eligible survey thereafter.

Members will be notified either in the email invitation or survey itself to the number of Hlpoints offered for completing the survey.

Who Is Eligible

The Hlpoints program is open to Harris Poll Online members aged 13 and older who are legal residents of the following countries: the United States and United States territories, Canada, the United Kingdom, Italy, France, Spain and Germany. Employees of Harris Interactive and Incentive Logic as well as members of their households or immediate families who are members of Harris Poll Online are eligible to participate.

Hlpoints will be deposited in member accounts in as little as a few seconds to as much as 4 weeks after completing the eligible survey. Reasonable effort is made to correctly allocate earned Hlpoints to one's account. However, members are responsible for ensuring that their Hlpoints are properly credited. Hlpoints will be maintained in member accounts until they are redeemed or forfeited, whichever occurs first.

Harris Interactive may change or remove any of the Hlpoints earning activities currently recognized, at any time, with or without notice to its members. The Hlpoints that members earn are not considered to be property and, as such, one cannot sell, transfer, or assign their Hlpoints to any other person, under any circumstances, without Harris Interactive's written permission.

Redeeming Hlpoints

Hlpoints can be redeemed once a Member has accrued the required number of Hlpoints for a redemption award provided that the member's account is in good standing. Merchandise available for redemption awards can be viewed and selected through the Hlpoints Folios. The value of a selected reward in a Folio cannot exceed that of the number of Hlpoints currently accrued in the Member's Hlpoints account. Making a selection of a reward from a Folio of a lesser value is permitted, and any unused Hlpoints will remain in the user's Hlpoints account for future use. Hlpoints will be immediately subtracted from the user's account upon merchandise selection. Members cannot combine

Hlpoints from different accounts for awards redemption purposes. All items are subject to availability and some merchandise has limited availability. Merchandise can only be shipped to U.S approved shipping locations. Neither redeemed prizes nor unredeemed Hlpoints are transferable for cash.

Hlpoints have no cash value. Accounts with values less than the first eligible redemption level are not eligible for any redemption award. Notwithstanding the foregoing, Harris Interactive may, in its sole discretion, offer merchandise, promotional items, or other options to Members with Hlpoints account balances less than the first eligible redemption level.

Members can view their current Hlpoints [account balance online](#). This section of the site is restricted to members only, and members must enter their user name and password to view their account information and other Hlpoints details.

Hlpoints may be spent only on rewards offered through Harris Interactive and its agent, Incentive Logic, Inc. at the time of redemption. Redeemed Hlpoints will be subtracted from the member's account once the reward is requested. Harris Interactive reserves the right to refuse a refund of Hlpoints to a member if merchandise is returned.

Harris Poll Online Member Obligations

By participating in the Hlpoints, you agree to comply with all applicable rules, laws, and regulations. Harris Poll Online members who complete eligible surveys acknowledge that they may only participate in Hlpoints if and to the extent such participation is permitted by law. If you violate any law, rule, or regulation, including these terms and conditions, or if your participation in the Hlpoints program could violate any applicable state or federal law, rule, or regulation, Harris Interactive may refuse to activate your account, grant Hlpoints, or may otherwise restrict, modify, or terminate your participation in the Hlpoints program. Additionally, you agree to the following terms:

Account Password Security

You agree to maintain the confidentiality of the username and password issued to you. You agree to immediately notify our agent, Incentive Logic, Inc., of any unauthorized use of your account or any other breach of security known to you.

No Vested Rights

The accrual of Hlpoints does not entitle any Harris Poll Online member to vested rights with respect to any awards or other benefits under the Hlpoints program. Harris Interactive is not liable to you should it exercise its right to terminate the Hlpoints program.

Non-Transferability

Hlpoints are specific to the Harris Poll Online member to whom they were awarded, unless otherwise stated. You agree not to forward any invitations to participate in eligible surveys to any third parties without Harris Interactive's prior written consent. Each Hlpoints account is limited to one individual user, and each user is limited to one email address.

No Abuse of Hlpoints Program

You agree not to abuse Hlpoints privileges by conduct which is detrimental to Harris Interactive, including without limitation attempting to accrue Hlpoints or spend Hlpoints in a manner inconsistent with the policies of Hlpoints or the intent of these terms and conditions, having multiple accounts, attempting to earn Hlpoints through other than legitimate channels, participating in purchasing or redemption fraud, or tampering with Hlpoints links.

Accurate Disclosures

You agree to provide only true and accurate information to Harris Interactive at all times. If you provide any information that is untrue, inaccurate, not current or incomplete, or Harris Interactive or its agents has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, Harris Interactive has the right to terminate your account and refuse any and all current or future access to, or use of the Hlpoints program.

Cooperation with Agents

You agree to comply with all terms of Harris Interactive, promotions, and programs at all times.

Notification of Change of Personal Information

You agree to promptly notify Harris Interactive and Incentive Logic of any change in email address by updating your personal information at the Harris Poll Online website.

Fraud

Harris Interactive shall be the sole determiner in cases of suspected abuse, fraud, or violation of its rules and any decision made shall be final and binding. Fraud or abuse relating to the accrual of Hlpoints or redemption of merchandise may result in forfeiture of accrued Hlpoints as well as the termination of your Hlpoints and Harris Poll Online account. You are solely responsible for any fraudulent use of your Hlpoints due to the theft or the sharing of your password. Hlpoints is a service provided to an individual Harris Poll Online respondent, not a company.

Disclaimer of Warranties

You expressly agree that use of any Hlpoints is at your sole risk.

HIPOINTS AND ALL SERVICES OFFERED IN CONNECTION THEREWITH ARE PROVIDED ON A STRICTLY "AS IS" AND "AS AVAILABLE" BASIS. HARRIS INTERACTIVE AND INCENTIVE LOGIC MAKE NO WARRANTY WITH REGARD TO ANY PRODUCTS, SERVICES OR REWARDS OBTAINED THROUGH HIPOINTS AND/OR HARRIS INTERACTIVE'S AGENT, INCENTIVE LOGIC; THAT HIPOINTS WILL MEET HARRIS POLL ONLINE MEMBERS' REQUIREMENTS; OR THAT HIPOINTS WILL BE UNINTERRUPTED, TIMELY, ERROR FREE; NOR DOES HIPOINTS MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF HIPOINTS OR AS TO THE ACCURACY OR RELIABILITY OF ANY INFORMATION OBTAINED

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Harris Interactive and Incentive Logic disclaim any and all express and implied warranties, including, but not limited to, the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Harris Interactive and Incentive Logic shall not be liable or responsible for those guarantees, warranties and representations, if any, offered by Harris Interactive partners, manufacturers of merchandise or suppliers of services. No advice or information, whether oral or written, obtained by you from Harris Interactive and Incentive Logic through this Hlpoints program shall create any warranty not expressly made herein.

Limitation of Liability

HARRIS INTERACTIVE AND INCENTIVE LOGIC ARE NOT RESPONSIBLE NOR LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OR LOSSES THAT RESULT FROM PARTICIPATION OR THE INABILITY TO PARTICIPATE IN HIPOINTS, OR RELIANCE ON OR USE OF INFORMATION, SERVICES, OR MERCHANDISE PROVIDED ON OR THROUGH HIPOINTS EXCEPT IN CASE WHERE SUCH LIABILITY IS MANDATED BY A GIVEN STATE OR COUNTRY.

YOU ACCEPT ALL RESPONSIBILITY FOR, AND HEREBY INDEMNIFY AND HOLD HARMLESS HARRIS INTERACTIVE AND INCENTIVE LOGIC FROM AND AGAINST, ANY ACTIONS TAKEN BY ANY USER AUTHORIZED TO USE YOUR ACCOUNT, INCLUDING BUT NOT LIMITED TO ACCRUAL OF HIPOINTS, REDEMPTION OF HIPOINTS, AND DISCLOSURE OF PASSWORDS TO THIRD PARTIES. BY USING THE HIPOINTS, YOU RELEASE HARRIS INTERACTIVE AND ITS AGENTS, INCLUDING INCENTIVE LOGIC, FROM ANY AND ALL LIABILITY REGARDING THE REDEMPTION OF HIPOINTS, USE OF MERCHANDISE, OR OTHER PARTICIPATION IN HIPOINTS.

You acknowledge that Harris Interactive neither endorses the contents of advertisements or partner websites, including www.incentivelogic.com, nor assumes responsibility or liability for the accuracy of material contained therein, or any infringement of third party intellectual property rights arising therefrom, or any fraud or other crime facilitated thereby.

Harris Interactive is not responsible and assumes no liability for any changes or discontinuances of service from providers, which may affect offers, or the accrual of Hlpoints. In no event shall Harris Interactive's liability, either jointly or severally, exceed the amount of \$100.

Cancellation, Termination and Expiration

Unredeemed Hlpoints expire on the earlier of the following events: (1) if you do not complete a Hlpoints eligible Harris Poll Online Survey and opt to receive Hlpoints for (9) months (2) if you have been a Harris Poll Online member for over 12 months and never logged into your Hlpoints account or (3), your cancellation of your Harris Poll Online registration or (4) opting-out of the Hlpoints program.

If the email address you used for registering with the Harris Poll Online no longer accepts emails from Harris Interactive (bounce backs, auto-replies), your Harris Poll Online account will be unsubscribed and your Hlpoints will be forfeited.

Any failure to comply with all applicable rules or participation in any other conduct that is detrimental to Harris Interactive or the Harris Interactive community may result in the termination of your Harris Interactive membership, cancellation of your Hlpoints account, elimination of the Hlpoints you have accumulated, or any of the foregoing, in Harris Interactive's sole discretion. Harris Interactive shall be the sole determiner in cases of suspected abuse, fraud, or violation of its rules and any decision it makes relating to termination of membership (including cancellation of Hlpoints) shall be final and binding.

Cancellation of a membership in Harris Poll Online by a member is effective as soon as the member submits the cancellation request. Harris Poll Online members may not earn Hlpoints after cancellation. Any unredeemed Hlpoints in the cancelled account will be forfeited to Harris Interactive.

Should you object to these terms and conditions, or any subsequent modifications thereto, or become dissatisfied with the Hlpoints program, your only recourse is to immediately discontinue participation in Hlpoints and terminate your membership.

Harris Interactive reserves the right to terminate any membership if that member has been inactive for a period of nine (9) months. "Inactive" shall be defined as having no survey completions with Harris Interactive.

Upon termination of an inactive account the Hlpoints will be immediately forfeited to Harris Interactive.

Indemnification

You agree to indemnify and hold Harris Interactive, its agents (including Incentive Logic, Inc.), affiliates, officers and employees harmless from any claim, demand, expense or damage, including reasonable attorneys' fees relating to use of Hlpoints or violation of this Agreement.

Intellectual Property Rights

Harris Interactive retains all right, title and interest to its trademarks, HARRIS INTERACTIVE, HIPOINTS, its logos, phrases and any other content or material embodying or consisting of patentable or copyrightable work on the Hlpoints website (Harris Intellectual Property). The content of Hlpoints and its website is intended for the personal, noncommercial employment of its users, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from such materials or content, including from the Harris Intellectual Property.

All other trademarks and or copyrights appearing on the Hlpoints pages are the property of their respective owners, and unless otherwise stated, Harris Interactive and the respective owners of said intellectual property are not affiliated.

Governing Law

These terms and conditions shall be governed by the laws of the State of New York.

Arbitration

Any controversy or claim arising out of or relating to these terms and conditions shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in Monroe County, New York, and judgment on the arbitration award may be entered into any court having jurisdiction thereof. Either you or Harris may seek any interim or preliminary relief from a court of competent jurisdiction in Monroe County, New York necessary to protect the rights or property of you or Harris pending the completion of arbitration.

Effective Date

The Effective Date of these Hlpoints Terms of Use is November 2009.



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