

SHOP & GET MORE FOR YOUR SCHOOL!



The Membership Card



Sample of the Back



Key FOB

Your CP barcode number circled

Fairway Community Partners™

The Fairway Community Partners™ Program is sponsored by Fairway Group Central Services LLC and its affiliates (collectively, “Fairway”) as a way for families and friends to raise money in support of the schools located in their communities. If you are interested in participating in the Fairway Community Partners™ Program, please email us at communitypartners@fairwaymarket.com.

How it Works:

The Fairway Community Partners™ Program (the “Program”) is open to qualifying schools in the New York City Tri-state metropolitan area. Enrollment in the Program must be initiated by the school’s administration or parent teacher association (“PTA”). Once enrolled in the Program, school-specific membership cards (the “Membership Cards”) will be delivered to the school for further distribution to families and friends (each, a “Program Participant”). Each time a Program Participant makes a qualifying purchase at any Fairway Market location, the amount will be counted towards the school’s cumulative sales (the “Total Purchases”). At the end of each quarter, Fairway will calculate the Total Purchases for the past 3-month period and, subject to the terms and conditions set forth below (the “Terms and Conditions”), will make a donation equal to 3% (or more) of the Total Purchases.

Terms & Conditions:

1. The Program is only available to public and private schools and not-for-profit organizations located in New York, New Jersey, or Connecticut who have a primary purpose of educating students in grades kindergarten through 12th grade as substantiated by applicable documentation (each, a “School”). Fairway reserves the right to deny enrollment to any organization that does not meet the Program standards as determined by Fairway in its sole determination.
2. The donation funds given to a School pursuant to the Program (the “Donation Funds”) are solely for the benefit of the School’s educational mission. Fairway reserves the right to restrict the use of Donation Funds to specific educational-related activities.
3. The Membership Cards are issued by and remain the property of Fairway. Fairway reserves the right, at any time without notice to: (i) decline to enroll in the Program and/or issue Membership Cards to any non-qualifying organization or otherwise any School that does not meet the Program’s standards, as determined by Fairway in its sole discretion; (ii) on reasonable grounds, including, without limitation, misuse or misappropriation of Donation Funds or failure to adhere to these Terms and Conditions, terminate or cancel previously issued Membership Cards; or (iii) cancel Membership Cards that have been inactive for more than 12 months.
4. In order for in-store purchases to count towards the Total Purchases, Program Participants must ensure that their Membership Cards are scanned by the cashier at the point of sale. In order for catering purchases made over the telephone to count towards the Total Purchases, Program Participants must communicate the barcode number on the back of the Membership Card to the Fairway Market representative at the time the catering order is placed.
5. Online purchases, alcoholic beverages, delivery fees, bottle deposits, and any applicable sales taxes will not count towards the Total Purchases.
6. Membership Cards are non-transferable, and all purchases accumulated by a Program Participant will be applied to the School designated on the Program Participant’s Membership Card.

7. Fairway will calculate the School's Total Purchases on a quarterly basis. Total Purchases amounts that are \$100,000 or less will earn Donation Funds equal to 3% of Total Purchases, and Total Purchases amounts that are greater than \$100,000 will earn Donation Funds equal to 4% of Total Purchases. *(For example, if a School's Total Purchases for a quarter is \$129,000, the School will earn Donation Funds equal to $(\$100,000 \times 0.03) + (\$29,000 \times 0.04)$ or \$4160.)*
8. Donation Funds will typically be distributed approximately 30 days after each quarter end, but Fairway reserves the right, should circumstance require, to delay and/or postpone the distribution of any Donation Funds. In addition, if the Donation Funds earned during any quarterly period are less than \$10, then Fairway reserves the right to carry the amount forward until the \$10 threshold is met.
9. Fairway shall have the right to publicize on its website or other promotional materials the fact that a School is participating in the Program, provided that Fairway's publication of any School related logos, trademarks and/or written copy (collectively, the "School's IP") is previously approved by the School. In connection therewith, School shall grant Fairway a limited, revocable, non-transferable, and non-exclusive license to use School's IP solely in connection with any Fairway created materials, disclosures and/or promotions related to the Program (the "Program Materials").
10. To the extent Fairway provides Program Materials for further distribution by the School, Fairway grants the School a limited, revocable, non-transferable, and non-exclusive license to use Fairway's and/or the Program's names, logos and/or trademarks solely for the purpose of disseminating the Program Materials. In no case shall School make any modifications to the Program Materials without the express written approval of Fairway.
11. The Program is not available to Schools that participate in Fairway's Gift Card Program.
12. FAIRWAY MAKES NO WARRANTIES OF ANY KIND REGARDING THE PROGRAM. DONATION FUNDS SHALL BE PROVIDED IN A FORM AND MANNER OF FAIRWAY'S CHOOSING, AND FAIRWAY DISCLAIMS ANY AND ALL LIABILITY RESULTING FROM OR IN ANY WAY RELATING TO LOST, STOLEN OR UNDELIVERABLE DONATION FUNDS OR FROM ANY MISUSE OR MISAPPROPRIATION OF THE DONATION FUNDS. FAIRWAY EXPRESSLY DISCLAIMS ANY WARRANTY THAT THE PROGRAM OR ANY PROGRAM MATERIALS WILL BE ERROR-FREE. IN NO EVENT SHALL FAIRWAY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF A SCHOOL'S PARTICIPATION IN THE PROGRAM OR ANY PURCHASES BY PROGRAM PARTICIPANTS.
13. By participating in the Program, each School hereby agrees to defend, indemnify, and hold harmless Fairway and its officers, directors, managers, employees and agents (the "Indemnified Parties") from and against any and all claims, liabilities, penalties, fines, costs, and expenses incurred by or asserted against the Indemnified Parties, arising out of or otherwise in connection with the misuse or misappropriation of the Donation Funds granted to the School.
14. Nothing in these Terms & Conditions will limit Fairway from exercising any legal rights or remedies that it may have, and all questions relating to the interpretation and/or applicability of these Terms and Conditions shall be resolved by Fairway in its sole discretion.
15. These Terms & Conditions shall be governed and construed in accordance with the laws of the State of New York without giving effect to conflict of laws principles thereof.
16. Fairway reserves the right to modify these Terms & Conditions and/or the Program (including terminate the Program altogether) at any time in its absolute discretion without reason upon 30 days' prior notice to participating Schools.

Program Administration:

1. Fairway will provide each participating School and/or PTA with Program Materials (in both digital and hard copy formats) for distribution via the School's websites, school calendars and/or any other tangible or web-based channels in order to better inform families and friends about the benefits of participating in the Program. Once a School is enrolled in the Program, Fairway will design School-specific Membership Cards, which will be delivered to a single repository at the School. Each School shall be entitled to receive additional Membership Cards and/or Program Materials at the beginning of every school year.
2. It is the responsibility of the School and/or PTA to: (i) determine how many Membership Cards the School will need, (ii) facilitate the distribution of the Membership Cards, and (iii) manage the replacement of lost Membership Cards.