

These Terms & Conditions apply to the Bullseye Insider (the "Site") and your participation in surveys as part of a panel ("Panel"). As used in these Terms & Conditions, "Target" refers to Target Corporation and its subsidiaries and affiliates.

YOUR USE OF THIS WEBSITE IS GOVERNED BY THESE TERMS & CONDITIONS

BY ACCESSING OR OTHERWISE USING THE SITE YOU AGREE TO THESE TERMS & CONDITIONS. Any person or entity who interacts with the Site through the use of crawlers, robots, browsers, data mining or extraction tools, or other functionality, whether such functionality is installed or placed by such person or entity or a third party, is considered to be using the Site. If at any time you do not accept all of these Terms & Conditions, you must immediately stop using the Site. Certain areas within the Site may be governed by additional terms ("Additional Terms"). By using those areas of the Site, you agree to the Additional Terms. The Additional Terms are incorporated into these Terms & Conditions, and any reference to these Terms & Conditions includes the Additional Terms.

REGISTRATION REQUIREMENTS

In order to receive invitations to participate in Panel surveys you must first register as a member ("Member") of the Panel by providing us with accurate, complete and updated registration information as required by the profiling survey.

To ensure the integrity of the Panel, you may not (i) activate or use more than one Member profile account; (ii) use a name subject to rights of another person without authorization from that person; (iii) use a false or misleading name, address, or email address to activate or use an account; or (iv) provide any false or misleading information. If we have reason to believe that you have violated any of these provisions, we reserve the right to suspend or terminate your access to use of and/or participation in the Panel.

Membership in the Panel is open only to persons residing in the 50 states of the United States or the District of Columbia and who are 18 years of age or older. Employees of Target, its subsidiaries and affiliates, and members of their immediate family are not eligible to participate.

YOUR ACCOUNT

You may be required to register in order to access certain services or areas of the Site. With respect to any such registration, Target may refuse to grant to you the user name you request. Your user name and password are for your personal use only. If you use the Site, you are responsible for maintaining the confidentiality of your account and password and for restricting access to your computer, and you agree to accept responsibility for all activities that occur under your account or password. In addition to all other rights available to Target including those set forth in these Terms & Conditions, Target reserves the right, in its sole discretion, to terminate your account.

PANEL PARTICIPATION

As a Member, you must be willing to participate in at least one survey per quarter (3 months). Your participation is completely voluntary, and there is no obligation for you to participate in every survey we conduct. However, we reserve the right to terminate your account if you do not complete a survey for more than 3 consecutive months.

Members are typically invited to participate in anywhere from 1 to 5 surveys per month, although we do not guarantee any minimum number of surveys and you acknowledge and agree that we are under no obligation to provide you with a particular number of opportunities to participate in surveys.

UNLAWFUL OR PROHIBITED USES

The Site may only be used for lawful purposes in accordance with the terms of the license granted in these Terms & Conditions. As a condition of your use of this Site, you warrant to Target that you will not use the Site for any purpose that is unlawful or prohibited by these Terms & Conditions. Whether on behalf of yourself or on behalf of any third party, YOU MAY NOT:

- (a) Make any commercial use of the Site or its Content, including making any collection or use of any product listings, descriptions, prices, or images;
- (b) download, copy, or transmit any Content for the benefit of any other merchant;
- (c) use or attempt to use any engine, software, tool, agent, data, or other device or mechanism (including browsers, spiders, robots, avatars, or intelligent agents) to navigate or search the Site other than the search engine and search agents provided by Target or generally publicly available browsers;
- (d) frame, mirror, or use framing techniques on any part of the Site without Target's express prior written consent;
- (e) make any use of data extraction, scraping, mining, or other data gathering tools, or create a database by systematically downloading or storing Site content, or otherwise scrape, collect, store, or use any Content, product listings, descriptions, prices, or images, except pursuant to the limited license granted by these Terms & Conditions;
- (f) use any meta tags or any other hidden text utilizing Target's name or marks;
- (g) misrepresent the identity of a user, impersonate any person or entity, falsely state or otherwise misrepresent your affiliation with any person or entity in connection with the Site, or express or imply that Target endorse any statement you make;
- (h) use a buying agent to conduct transactions on the Site;
- (i) conduct fraudulent activities on the Site;
- (j) violate or attempt to violate the security of the Site, including, without limitation: (i) accessing data not intended for you or logging onto a server or an account that you are not authorized to access; (ii) trying to change the behavior of the Site; (iii) attempting to probe, scan, or test the vulnerability of a system or network, or to breach security or authentication measures; (iv) attempting to interfere with service to any user, host, or network, including, without limitation, via means of submitting malware to the Site, overloading, "flooding," "spamming," "mailbombing," or "crashing"; (v) forging any header or any part of the header information in any email or posting; or (vi) forging communications on behalf of the Site (impersonating the Target website) or to the Site (impersonating another user);
- (k) send unsolicited or unauthorized email on behalf of Target, including promotions and/or advertising of products or services;
- (l) tamper with the Site or use or attempt to use any device, software, routine, or data that interferes or attempts to interfere with the working or functionality of the Site or any activity being conducted on the Site;
- (m) use the Site to defame, abuse, harass, stalk, threaten, or otherwise violate the legal rights of others, including others' privacy rights or rights of publicity;
- (n) harvest or collect personally identifiable information about other users of the Site;

- (o) restrict or inhibit any other person from using the Site (including, without limitation, by hacking or defacing any portion of the Site);
- (p) use the Site to advertise or offer to sell or buy any goods or services without Target's express prior written consent;
- (q) reproduce, duplicate, copy, sell, resell, or otherwise exploit for any commercial purposes any portion of, use of, or access to the Site;
- (r) modify, adapt, translate, reverse engineer, decompile, or disassemble any portion of the Site; or
- (s) remove any copyright, trademark, or other proprietary rights notice from the Site or materials originating from the Site.

MODIFICATION AND TERMINATION

Target may at any time modify or discontinue any part of the Site. Target reserves the right to make changes to these Terms & Conditions at any time, and such changes will be effective immediately upon being posted on the Site. Each time you use the Site, you should review the current Terms & Conditions. You can determine when these Terms & Conditions were last revised by referring to the "LAST UPDATED" legend at the top of these Terms & Conditions. Your continued use of the Site will indicate your acceptance of the current Terms & Conditions; however, any change to these Terms & Conditions after your last usage of the Site will not be applied retroactively.

Target reserves the right, without notice and in its sole discretion, to terminate your account or your use of the Site and to block or prevent future access to and use of the Site (i) if you violate any of these Terms & Conditions, (ii) for any other reason, or (iii) for no reason. Upon any such termination, your right to use the Site will immediately cease.

You agree that Target shall not be liable to you or any third party for any termination of your access to the Site. Upon termination, all provisions of these Terms & Conditions which are by their nature intended to survive termination, all representations and warranties, all limitations of liability, and all indemnities shall survive such termination.

USER CONTENT

"User Content" shall be defined as any photos, videos, files, images, works of authorship, or any other content or materials that you submit through or to the Site. You acknowledge that any User Content, including materials, ideas or other communications that you post, publish, or submit to this Site will not be considered confidential information, and Target will have no obligation to keep any User Content confidential.

You agree that any User Content: will be accurate; will not violate or facilitate the violation of any law or regulation; will not violate any right of a third party, including copyright, trademark, privacy, or publicity rights; will not cause injury to any person or entity; and will not contain, or provide links to, obscene, profane, or threatening language, malware, political campaigning, commercial solicitation, chain letters, mass mailings, any form of "spam", or any material that could be considered harmful, sexually explicit, indecent, lewd, violent, abusive, or degrading.

You are solely responsible for the User Content you submit, and Target assumes no liability for any User Content submitted by you. You acknowledge and agree that we reserve the right (but have no obligation) to do any or all of the following, in our sole discretion: (i) monitor User Content; (ii) alter, remove, or refuse to

post or allow to be posted any User Content; and/or (iii) disclose any User Content, and the circumstances surrounding its transmission, to any third party.

By submitting User Content through the Website, you grant to Target a non-exclusive, sub-licensable, fully paid-up, perpetual, irrevocable, royalty-free, transferable right and license to use, display, perform, transmit, copy, modify, delete, adapt, publish, disclose, translate, create derivative works from, sell and distribute such User Content and to incorporate the User Content into any form, medium, or technology, now known or hereafter developed, throughout the world, all without compensation to you. For this reason, do not send us any User Content that you do not wish to license to us, including any confidential information or any original creative materials such as stories, product ideas, computer code or original artwork. In addition, you grant to Target the right to include the name provided along with the User Content submitted by you; provided, however, Target shall have no obligation to include such name with such User Content. We are not responsible for the use or disclosure of any personal information that you voluntarily disclose in connection with any User Content you submit.

Should Target utilize User Content in developing, manufacturing, having manufactured, licensing, marketing, and selling directly or indirectly, products, programs and services, you hereby assign to Target or its designee the entire worldwide right, title and interest in the User Content as adopted into any product, system, and/or service (referred to herein as "Adopted User Content"), including present and future copyrights in all countries throughout the world and any goodwill appurtenant thereto without limitation, all copyright registrations, copyright renewals, or reversions, trademarks, trademark registrations, trade names, trade dress rights, inventions, patent rights, priority rights, patents, and any other rights or protections worldwide in connection therewith or related thereto, for exploitation in any form or medium, of any kind or nature whatsoever, whether now known or hereafter devised.

You agree to execute and deliver promptly to Target or its designee without compensation all written instruments, and to do all other legal acts which Target deems necessary or desirable, to enable Target to obtain, defend, enforce, maintain or commercialize, any rights or protections for the Adopted User Content and to vest the entire right to the Adopted User Content in Target or its designee.

You represent and warrant that you have all rights necessary for you to grant the licenses granted in this section, including the consents, releases or permissions of any persons that may be included in the User Content for use of their name and likeness. You further irrevocably waive any "moral rights" or other rights with respect to attribution of authorship or integrity of materials regarding User Content that you may have under any applicable law under any legal theory.

Content is also provided by third party visitors to the Site. Please note that Site visitors may post content that is inaccurate, misleading, or deceptive. Target neither endorses nor is responsible for any opinion, advice, information, or statements made by third parties. The opinions expressed by third parties reflect solely the opinions of the individuals who submitted such opinions and may not reflect the opinions of Target.

CONFIDENTIALITY

You understand that information you receive from participating in the Panel may include confidential information about Target and Target products. You will not disclose confidential information, including your participation, to any third party without Target's prior express written consent, unless required by law or legal process.

DMCA NOTICE - NOTICE AND PROCEDURE FOR MAKING CLAIMS OF COPYRIGHT INFRINGEMENT

Target's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on the Site can be identified and removed via our process listed below, and you agree to comply with such process in the event you are involved in any claim of copyright infringement to which the DMCA may be applicable.

If you believe in good faith that your work has been copied in a way that constitutes copyright infringement, please provide Target's copyright agent the written information specified below. Please note that this procedure is exclusively for notifying Target that your copyrighted material has been infringed. Target does not and will not make any legal decisions about the validity of your claim of infringement or the possible defenses to a claim. When a clear and valid notice is received pursuant to the guidelines set forth below, Target will respond by either taking down the allegedly infringing content or blocking access to it. Target may contact the notice provider to request additional information. Under the DMCA, Target is required to take reasonable steps to notify the user who posted the allegedly infringing content ("Alleged Infringer"). The Alleged Infringer is allowed under the law to send Target a counter-notification. Notices and counter-notices are legal notices distinct from regular Site activities or communications. Target may publish or share them with third parties in our sole discretion (in addition to producing them pursuant to a subpoena or other legal discovery request). Anyone making a false or fraudulent notice or counter-notice may be liable for damages under the DMCA, including costs and attorneys' fees. Any person who is unsure of whether certain material infringes a copyright held by such person or a third party should contact an attorney.

To file a DMCA notice, the copyright owner must send in a written letter by fax, regular mail, or email only. Target reserves the right to ignore a notice that is not in compliance with the DMCA, and Target may, but are not obligated to, respond to a non-compliant notice.

A DMCA notice must:

1. Identify specifically the copyrighted work(s) believed to have been infringed (for example, "My copyrighted work is the picture that appears at [list location where material is located].");
2. Identify the Content that a copyright owner claims is infringing upon copyrighted work. The copyright owner must provide information reasonably sufficient to enable Target to locate the item on the Site. The copyright owner should provide clear screenshots of the allegedly infringing materials for identification purposes only. The information provided should be as detailed as possible;
3. Provide information sufficient to permit Target to contact the copyright owner directly: name, street address, telephone number, and email (if available);
4. If available, provide information sufficient to permit Target to notify the Alleged Infringer (email address preferred);
5. Include the following statement: "I have a good faith belief that use of the material in the manner complained of is not authorized by the copyright owner, its agent, or the law";
6. Include the following statement: "I swear, under penalty of perjury, that the information in the notification is accurate and that I am the copyright owner or am authorized to act on behalf of the owner of an exclusive right that is allegedly infringed";
7. Be signed; and
8. Be sent to our DMCA designated agent at the following address:

DMCA Designated Agent
Target Brands, Inc.
1000 Nicollet Mall, TPS-3165
Minneapolis, Minnesota 55403
Fax: 612-696-3399
email: DMCA@target.com

LINKS TO THIRD PARTIES' WEBSITES

The Site may contain links and interactive functionality interacting with the websites of third parties, including social sites and product manufacturers' sites. Target is not responsible for and has no liability for the functionality, actions, inactions, privacy settings, privacy policies, terms, or content of any such website. Before enabling any sharing functions of the Site to communicate with any such website or otherwise visiting any such website, Target strongly recommends that you review and understand the terms and conditions, privacy policies, settings, and information-sharing functions of each such third party website. The links and interactive functionality for third party sites on the Site do not constitute an endorsement by Target of such third party sites. Other sites may link to the Site with or without our authorization, and we may block any links to or from the Site. YOUR USE OF THIRD PARTY WEBSITES AND RESOURCES IS AT YOUR OWN RISK.

DISCLAIMERS OF WARRANTIES

Target cannot and does not represent or warrant that the Site or its server will be error-free, uninterrupted, free from unauthorized access (including third party hackers or denial of service attacks), or otherwise meet your requirements.

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EACH PROVISION OF THESE TERMS & CONDITIONS THAT PROVIDES FOR A LIMITATION OF LIABILITY, DISCLAIMER OF WARRANTIES, OR EXCLUSION OF DAMAGES IS TO ALLOCATE THE RISKS UNDER THE AGREEMENT BETWEEN YOU AND TARGET. THIS ALLOCATION IS AN ESSENTIAL ELEMENT OF THE BASIS OF THE BARGAIN BETWEEN YOU AND TARGET. THE LIMITATIONS IN THIS SECTION WILL APPLY EVEN IF ANY LIMITED REMEDY FAILS OF ITS ESSENTIAL PURPOSE(S).

INDEMNIFICATION AND DEFENSE

As a condition of the use of the Site, you agree to defend, indemnify, and hold harmless Target and its respective employees, directors, officers, agents, vendors, and suppliers from and against any liabilities, losses, investigations, inquiries, claims, suits, damages, costs, and expenses (including, without limitation, reasonable attorneys' fees and expenses) (each, a "Claim") arising out of or otherwise Claims alleging facts that if true would constitute a breach by you of these Terms & Conditions, or any User Content submitted by you.

NOTICES AND ELECTRONIC COMMUNICATIONS

Except as explicitly stated otherwise, any notices you send to Target shall be sent by mail to Target.com Guest Services, P.O. Box 9350, Minneapolis, MN 55440-9350. In the case of notices Target sends to you, you consent to receive notices and other communications by Target posting notices on the Site, sending you an email at the email address listed in your profile in your account, or mailing a notice to you at your billing address listed in your profile in your account. You agree that all agreements, notices, disclosures, and other communications that Target provides to you in accordance with the prior sentence satisfy any legal requirement that such communications be in writing. Notice shall be deemed given (i) 24 hours after the notice is posted on the Site or an electronic message is sent, unless the sending party is notified that the message did not reach the recipient, or (ii) in the case of mailing, three days after the date of mailing. You agree that a printed version of these Terms & Conditions and/or any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to these Terms & Conditions to

the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

FILTERING

Pursuant To 47 U.S.C. Section 230(d) as amended, Target hereby notify you that parental control protections (such as computer hardware, software, or filtering services) are commercially available that may assist you in limiting access to material that is harmful to minors. Information identifying current providers of such protections is available on the following website: [OnGuard Online](http://onguardonline.gov/) (<http://onguardonline.gov/>). Please note that Target do not endorse any of the products or services listed at such websites.

NOTICE FOR CALIFORNIA RESIDENTS

Under California Civil Code Section 1789.3, California users are entitled to the following consumer rights notice: If you have a question or complaint regarding the Site, please send an email to Guest.service@target.com. You may also contact Target by writing to Target.com Guest Services, P.O. Box 9350, Minneapolis, MN 55440-9350, or by calling Target at (800) 591-3869. California residents may reach the Complaint Assistance Unit of the Division of Consumer Services of the California Department of Consumer Affairs by mail at 1625 North Market Blvd., Sacramento, CA 95834, or by telephone at (916) 445-1254 or (800) 952-5210.

APPLICABLE LAW; DISPUTES

YOU AGREE THAT ALL MATTERS RELATING TO YOUR ACCESS TO OR USE OF THE SITE AND ALL MATTERS ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS, INCLUDING ALL DISPUTES, WILL BE GOVERNED BY THE LAWS OF THE STATE OF MINNESOTA, UNITED STATES OF AMERICA, WITHOUT REGARD TO MINNESOTA'S CHOICE OF LAW PRINCIPLES. YOU FURTHERMORE AGREE THAT THE EXCLUSIVE FORUM AND VENUE FOR ANY LEGAL ACTION ARISING OUT OF OR RELATED TO THESE TERMS & CONDITIONS SHALL BE THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. IF SUBJECT MATTER JURISDICTION (INCLUDING DIVERSITY JURISDICTION) DOES NOT EXIST IN THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF MINNESOTA, THEN THE EXCLUSIVE FORUM AND VENUE FOR ANY SUCH ACTION SHALL BE THE COURTS OF THE STATE OF MINNESOTA LOCATED IN HENNEPIN COUNTY, AND YOU SUBMIT TO THE PERSONAL JURISDICTION OF THAT COURT. THE MAKING OF CLAIMS OR RESOLUTION OF DISPUTES PURSUANT TO THIS AGREEMENT SHALL BE IN YOUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. YOU AGREE THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS, AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SITE AND/OR THESE TERMS & CONDITIONS WILL BE RESOLVED INDIVIDUALLY IN THE FORUM DESIGNATED IN THIS SECTION, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; AND (2) ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE.

MISCELLANEOUS

These Terms & Conditions, including policies and information linked from or incorporated herein, constitute the entire agreement between you and Target with respect to the Site and supersede all prior or contemporaneous communications, agreements, and proposals with respect to the Site. No provision of these Terms & Conditions shall be waived except pursuant to a writing executed by the party against whom the waiver is sought. No failure to exercise, partial exercise of, or delay in exercising any right or remedy under these Terms & Conditions shall operate as a waiver or estoppel of any right, remedy, or condition. If any provision of these Terms & Conditions is held invalid, illegal or unenforceable, the validity, legality and

enforceability of the remaining provisions will not be affected or impaired. You may not assign, transfer, or sublicense any of your rights or obligations under these Terms & Conditions without our express prior written consent. Target will not be responsible for failure to fulfill any obligation due to causes beyond our control.