

Colorado

Are mandatory arbitration provisions recognized in your state? If so, are there any limitations to its enforcement?

Generally, mandatory arbitration provisions are recognized in Colorado. If there is an agreement contained in a record to submit to arbitration, any existing controversy arising between the parties to the agreement is valid and enforceable except on grounds that exist at law or in equity for revocation of the contract.ⁱ However, if there is argument of whether an agreement to arbitrate is valid or there is any controversy, a Court shall decide the validity.ⁱⁱ An arbitrator shall decide whether a condition precedent to arbitrability has been fulfilled and whether a contract containing a valid agreement to arbitrate is enforceable.ⁱⁱⁱ Under this statute, if the Court determines there is a binding arbitration agreement and the dispute falls within the scope of that agreement, the Court will order arbitration.

What is your state's law, if any, regarding gift cards, subscription services and loyalty programs?

Gift Cards:

A "gift card" is a prefunded tangible or electronic record of a specific monetary value evidencing an issuer's agreement to provide goods, services, credit, money, or anything of value.^{iv} The issuer is required to redeem the remaining value of a gift card for cash if the amount remaining is five dollars or less on request of the gift card holder.^v Furthermore, it is unlawful for any person or entity to sell a gift card that contains a service fee, a dormant fee, an inactivity fee, a maintenance fee, or any other type of fee.^{vi} A violation of this section will be deemed a deceptive trade practice.^{vii}

Subscription Services:

Automatic renewal offer terms need to be offered in a clear and conspicuous manner before the automatic renewal contract is executed.^{viii} If an online link is utilized, the link must direct the consumer to detailed information about the automatic renewal.^{ix} There must also be a "simple, cost effective, timely, easy-to-use, and readily accessible mechanism for canceling an automatic renewal contract."^x If a material change occurs in terms of the automatic renewal contract, the consumer shall be provided clear and conspicuous notice of the change.^{xi} A person that sells a good or service to a consumer on an automatic renewal contract shall send clear and conspicuous notice: at least twenty-five and no more than forty days before the first automatic renewal, and at least twenty-five and no more than forty days before each automatic renewal thereafter.^{xii}

Loyalty Programs:

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It is unlawful for grocery store retailers to offer, provide, or continue to use a loyalty program or discount program. Any use of these will result in a civil penalty.^{xiii} Regarding liquor laws, any liquor retailers shall maintain and make available business records regarding all loyalty or rewards program transactions.^{xiv} This requires documentation regarding the value or rewards programs benefits and how they may be accrued and redeemed.^{xv} Liquor retailers are required to have a unique customer identification number assigned to each member.^{xvi} Also, liquor retailers require invoices showing the retailer's cost of the individual alcohol product to which a benefit was applied to redeemed, and receipts for every alcoholic beverage to which loyalty points were redeemed.^{xvii}

ⁱ C.R.S. § 13-22-206

ⁱⁱ *Id*

ⁱⁱⁱ *Id*

^{iv} C.R.S. § 6-1-722

^v *Id*

^{vi} *Id*

^{vii} C.R.S. § 6-1-105(1)(ccc)

^{viii} C.R.S. § 6-1-732

^{ix} *Id*

^x *Id*

^{xi} *Id*

^{xii} *Id*

^{xiii} 2004 Bill Text CO S.B. 81

^{xiv} 1 C.C.R. 47-321

^{xv} *Id*

^{xvi} *Id*

^{xvii} *Id*