PowerToThePeople.com is an Internet business. Consumers register with PowerToThePeople (PPP) which then negotiates with businesses on their behalf. If a PPP user wants to purchase a cell phone, for example, he or she fills out a form on PPP indicating the desired specifications, and PPP then searches relevant web sites and presents the relevant information over the PPP site in a list of brand names and prices.

PPP’s home page prominently displays this statement:

Visiting our site entitles you to our lowest price guarantee. Lowest price or your money back! You never have to worry if you buy from us! Find the item you buy for a lower price anywhere within three months of purchase and we will give you your money back *and* you keep the item.

Susan wants to purchase a Nokia 9000 cell phone, and she orders one over the web site. However, Nokia has discontinued making the Nokia 9000 and PPP does not have one to send Susan. They send her the new model that Nokia has made to replace the Nokia 9000, the Nokia 9500. It has all the features of the 9000 plus better battery life and better voice quality. PPP charges Susan the price for the 9000 ($179) even though the 9500 sells on PPP for $250. Susan does not object when she receives the Nokia 9500.

A week after receiving the phone, Susan discovers that she could have purchased a Nokia 9000 phone on Buy.com for $100. Buy.com offers items *below cost* on its web site and makes money on advertising revenue. She requests her money back from PPP, but it refuses to give her money back.

Is Susan legally entitled to her money back?