

## Fred's Rewards Club Terms & Conditions

Membership. Fred's, Inc. ("fred's") manages the Fred's Rewards Club program ("fred's Rewards"). Fred's Rewards Club is a member program that you, the customer member ("Member") enroll and participate in to earn rewards (defined below) for qualified purchases (defined below); those rewards are issued upon reaching the required purchase balance (defined below).

Rewards ("Rewards") are currently issued to the member's account in increments of \$5. An aggregate of \$50 of qualified purchases (before tax) is required before a \$5 reward is issued. Qualified purchases made on different occasions will be aggregated for purposes of earnings rewards. For example, if a Member made a \$25 qualified purchase on Monday and a \$75 qualified purchase on Tuesday, the Member would earn a \$10 reward on Tuesday.

Rewards increment amounts are subject to change at any time without notice. Check [www.fredsinc.com](http://www.fredsinc.com) or in-store for details.

Qualifying Purchases ("Qualifying Purchases") currently includes all items sold in the store except:

- Prescriptions
- Tobacco and tobacco related products
- Alcohol
- Lottery
- Prepaid or Gift cards

This list is not all inclusive and is subject to change. In addition, rewards may not be used to purchase any of the items listed above. Please check [www.fredsinc.com](http://www.fredsinc.com) for more information.

Qualifying Purchases are subject to change at any time without notice. Check [www.fredsinc.com](http://www.fredsinc.com) or in-store for details.

Required Purchase Balance ("Required Purchase Balance") is currently defined as the combined qualifying purchase total of \$50 before tax. Tax does not contribute to the \$50 combined qualifying purchase total. Fred's reserves the right to decrease a Member's qualifying purchase balance, dollar-for-dollar, in the event a Member returns an item (assuming the purchase of such item had previously been credited towards such Member's balance).

Required Purchase Balance is subject to change at any time without notice. Check [www.fredsinc.com](http://www.fredsinc.com) or in-store for details.

There is no annual fee for membership in the fred's Rewards Club.

Members enroll in fred's Rewards Club by either pre-enrolling their phone number at one of our stores through the register process and finishing their enrollment online at [www.fredsinc.com](http://www.fredsinc.com) or by phone through our customer service team. Members can also enroll their phone number online at [www.fredsinc.com](http://www.fredsinc.com) or by phone through our customer service team without pre-enrolling at one of our stores through the register process. For full enrollment, all enrollments must contain the following

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information: name, address, phone number, and email address. When the phone number is enrolled, the Member is assigned a Member Account ("Account"). There is no card issued with this program.

Enter your phone number at check-out to earn rewards on Qualifying Purchases. The Required Purchase Balance can change. Check [www.fredsinc.com](http://www.fredsinc.com) for the current Required Purchase Balance. The current Required Purchase Balance to earn a \$5 reward is \$50.

Your fred's Rewards Club account balances are printed on your purchase receipt from any fred's location. Go online at [www.fredsinc.com](http://www.fredsinc.com) to check your balances and update your account information.

There is no maximum amount of rewards that can be earned. However, fred's Rewards Club cannot be used by buying groups, wholesalers, etc. unless pre-approved by fred's. fred's reserves the right to issue rewards in any form, including reward value (fred's rewards) on the account, coupons, checks and points on the account. Unless stated otherwise, all reward values are valid for a one-year period after their issuance. No extensions or exchanges will be allowed for expired Rewards.

Fred's Rewards do not constitute property, do not entitle a member to a vested right or interest and have no cash value. Fred's Rewards are not redeemable for cash, transferable or assignable for any reason. The sale of fred's Rewards is strictly prohibited. Fred's Rewards shipped and returned as undeliverable will be forfeited. The issuance of fred's Rewards is final except in the event that a certificate has been issued in error. Lost or stolen fred's Rewards will not be reissued. Fred's has the final and absolute decision.

Members are responsible for taxes, charges or other liabilities related to or resulting from their participation in the fred's Rewards Club program.

Eligibility and Changes to Terms and Conditions. Membership is open to legal residents of the 50 U.S. states, District of Columbia or Puerto Rico, who are at least 18 years of age, except that fred's Business Account Customers, State, Municipal and Federal Government accounts and resellers are not eligible to participate in the Program unless pre-approved by fred's.

By participating the fred's Rewards Club program, you consent to these terms and conditions ("Terms") of this Program. Any changes to the Terms will be effective immediately up posting at [www.fredsinc.com](http://www.fredsinc.com).

Account Restrictions. fred's may terminate your account and/or not issue/cancel fred's Rewards Club rewards if you violate these Terms.

Fred's reserves the right, in its sole discretion, to modify, limit or terminate the Program and/or Reward Redemption values, or any portion thereof, at any time, without prior written notice.

We reserve the right to cancel or limit any purchase or offer redemption made 1) contrary to the terms of each offer, discount, promotion or coupon; 2) that otherwise is not in compliance with the Terms of the Program or our Terms of Use; 3) that violates any applicable local, state and federal law; or 4) that we believe is fraudulent or made through improper channels.

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### General

Your Member information will not be sold or rented to any company outside of fred's and its affiliated companies. In order to facilitate your account, we may share your information with our trusted vendors, who have agreed to keep your information confidential. Your information will be used for the purpose of account maintenance, improving not only your customer experience but also the range and types of products and services offered by us to you, as well as to notify you of special offers, promotions, and/or catalogs which may be of interest to you. Of course, we will comply will all applicable laws regarding information access by federal and state authorities and may use such information to protect the integrity of the Program or the safety of the Members.

Additionally, by participating in fred's Rewards Club, you affirmative consent to (i) receiving emails from us at the email address associated with your fred's Rewards Club account (unless you later withdraw your consent to receive commercial emails), (ii) our requesting (with the understanding that you may refuse our request), recording, using and keeping, for as long as we deem necessary, your personally identifiable information (including your first name, last name, mailing address, zip code, telephone number, and email address) as such information is required, or deemed necessary by us, for the purposes of fulfilling your requests that we service your fred's Rewards Club account (including, but not limited to, your requests that we establish your fred's Rewards Club account, look up or edit your fred's Rewards Club account information or associate a purchase with your fred's Rewards Club account), (iii) our requesting (with the understanding that you may refuse our request) the phone number associated with your fred's Rewards Club account when you purchase goods at a participating fred's store so that you may receive fred's Rewards Club benefits and (iv) our compiling information about items you purchased from us.

If you do not wish to have your Member information utilized in this manner, you may cancel your participation in the fred's Rewards Club at any time by written request to fred's, fred's Rewards Club Program, 4300 New Getwell Road Memphis, TN 38118.

Fred's assumes no responsibility for errors caused by incorrect Member information.

While we make every effort to provide accurate information, inaccuracies or errors may occur. We are not responsible for such errors. We reserve the right to make changes, corrections, and/or improvements to the information and to the products and programs described in such information, at any time without notice.

The interpretation and application of the Terms are the sole discretion and determination of fred's, which in each case shall be final and conclusive.

The laws of the State of Tennessee, without regard to its conflict of laws rules, will govern the Terms, as well as your and our observance of them. If you take any legal action relating to your use of the fred's Rewards Club program or the Terms, you agree to file such action only in the state and federal courts located in Memphis, Tennessee.

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If fred's fails to act with respect to your breach or anyone else's breach on any occasion, fred's is not waiving its right to act with respect to future or similar breaches.

The Terms, together with those items made as part of these terms by reference, make up the entire agreement between us relating to the fred's Rewards Club program, and replaces any prior understandings or agreement (whether oral or written) regarding the fred's Rewards Club program. If a court finds any of the Terms to be unenforceable or invalid, that Term will be enforced to the fullest extent permitted by applicable law and the other Terms will remain valid and enforceable. Fred's Rewards Club is void where prohibited by law.

By participating in the fred's Reward Club program, you are deemed to unconditionally accept all terms, conditions, and standards for the fred's Reward Club program, as may be amended from time to time, in fred's sole and absolute discretion. Please read carefully before participating in the fred's Rewards Club program.

Your continued participation in the fred's Rewards Club program constitutes your acceptance of the Membership Agreement and all changes made to the Membership Agreement. You are responsible for remaining knowledgeable as to any change that we may make to the Membership Agreement. The most current version of the Membership Agreement will be available on [www.fredsinc.com](http://www.fredsinc.com) and will supersede all previous versions of the Membership Agreement.

We reserve the right to discontinue the participation privileges of any person who engages in fraudulent activity or uses fred's Reward Club program in a manner inconsistent with the Membership Agreement or any federal, state or local laws, regulations or ordinances.

Discontinued participation privileges may result in the loss of all accumulated Qualifying Purchase Balances, Rewards balances, and other benefits. In addition to discontinuance of participating privileges, we shall have the right to take appropriate administrative and/or legal action, including criminal prosecution, as we deem necessary in our sole discretion.

If you do not make a Qualifying Purchase during any consecutive 24-month period, your membership in fred's Reward Club will be terminated and we will not be obligated to provide you with the fred's rewards after the termination date. If you re-enroll in fred's Rewards Club or create a separate membership, you may not transfer any Qualifying Purchase balances to your new fred's Rewards Club account.

We reserve the right to terminate fred's Rewards Club at any time, for any reason, even though termination may adversely affect your ability to accrue Qualifying Purchases or use the fred's Rewards. You will have the lesser of the then remaining term of the fred's Rewards or 30 days from the date fred's Rewards Club termination is announced to use any unexpired discounts you earned during the term of fred's Rewards Club.

All questions or disputes regarding eligibility for fred's Rewards Club program, earning of Qualifying Purchases, earning or use of fred's rewards, interpretation of the Membership Agreement, use of the

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fred's Rewards Club program, or a participant's compliance with the Membership Agreement will be resolved by fred's in our sole and absolute discretion.