

Terms and Conditions

Updated: November 22, 2026
Forman Family: Loyalty Rewards Program

THESE TERMS AND CONDITIONS, REFERRED TO AS THE "AGREEMENT," INCLUDE A CLASS ACTION WAIVER AND MANDATE BINDING ARBITRATION ON AN INDIVIDUAL BASIS FOR DISPUTE RESOLUTION. SPECIFIC DETAILS ARE PROVIDED BELOW. IN THE EVENT OF A DISPUTE, YOU ARE RENOUNCING YOUR RIGHT TO INITIATE LEGAL ACTION IN COURT. THIS AGREEMENT ENCOMPASSES A DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY THAT MAY BE APPLICABLE TO YOU DURING A DISPUTE. BY PARTICIPATING IN THE FORMAN FAMILY PROGRAM, YOU EXPRESSLY AGREE TO ACCEPT THESE TERMS AND CONDITIONS. YOU ACKNOWLEDGE THAT YOU HAVE THOROUGHLY READ, UNDERSTOOD, AND GIVEN CONSENT TO THE PRIVACY POLICY AND TERMS OF USE, BOTH OF WHICH ARE INTEGRATED INTO AND FORM AN INTEGRAL PART OF THIS CONTRACT. THE PRIVACY POLICY ARTICULATES THE METHODS THROUGH WHICH FORMAN MILLS GATHERS, UTILIZES, AND SHARES INFORMATION. IN CASE OF ANY CONTRADICTION AMONG THESE LOYALTY REWARDS PROGRAM TERMS AND CONDITIONS, THE PRIVACY POLICY, AND THE TERMS OF USE, THESE REWARDS PROGRAM TERMS AND CONDITIONS WILL GOVERN. FORMAN MILLS RETAINS THE RIGHT TO REVISE OR AMEND THESE REWARDS PROGRAM TERMS AND CONDITIONS AT ANY TIME WITHOUT PRIOR NOTICE. SUCH MODIFICATIONS SHALL TAKE EFFECT ON THE LAST UPDATED DATE INDICATED IN THE REVISED LOYALTY REWARDS PROGRAM TERMS AND CONDITIONS. HENCE, WE STRONGLY ENCOURAGE YOU TO PERIODICALLY REVIEW THE REWARDS PROGRAM TERMS AND CONDITIONS WHENEVER YOU ACCESS OUR WEBSITE.

In the event of the Forman Family Loyalty Rewards Program's termination, any benefits that remain unredeemed will be forfeited without any obligation or liability. Such unredeemed benefits will not be rewarded either upon termination or after the conclusion of any notice period, if required by law. We shall not be held liable under any circumstances for any delay or failure in performance resulting, in whole or in part, from acts of nature or other circumstances beyond our reasonable control.
We retain the authority to cancel or suspend your participation in the Loyalty Rewards Program or any unused Rewards earned, in the event of suspected fraud, abuse of rewards privileges, violation of these Rewards Program Terms and Conditions, or at our discretion. It is important to note that the Loyalty Rewards Program is exclusively available within the United States. Members are solely responsible for any tax liability associated with their participation in the Rewards Program.



Forman Family: Loyalty Rewards Program Terms and Conditions

1. Eligibility:

Forman Mills Loyalty Rewards Program is open to individuals aged 18 and above who meet the criteria for participation as outlined in these terms and conditions.

2. Membership:

Membership in the Loyalty Rewards Program is free and requires completion of opting into the SMS program to obtain a wallet pass. The pass must be downloaded and scanned before a transaction. Message and data rates may apply. For full benefits and to opt in, members must text JOIN to 50886 and agree by:

- typing in Y (for marketing materials)
- zip code

Phone number will be obtained

To sucessfully opt out of the Forman Family program, you must text the keyword **STOP** to the number **50886**. This will cancel all texting.

Members are responsible for having their wallet pass scanned at point-of-sale. Any amendments to must be forwarded to rewards@formanmills.com providing:

- phone number
- first name
- last name
- modification request
- copy of receipt

3. Earning Points:

- Points are earned through qualifying purchases, data surveys, and other actions as specified by the Loyalty Rewards Program.
  - Points have no cash value.
  - Active members earn one point for every dollar spent.
  - Customers only begin earning points for transactions that are posted after the customer receives a “membership” by opting in downloading their wallet pass and having it scanned.

Non-merchandise items and/or gift cards are excluded from earning points

4. Redemption of Rewards:

Upon reaching an accumulation of 200 earned points, members are entitled to receive a $5 Reward. A single $5 Reward can be applied to transactions exceeding $50+, the following day. Any remaining points, earmarked for the attainment of another reward, will be retained, and recorded for subsequent redemption during a separate transaction at a later time.

- $1 = 1 point
- 200 points = $5 reward
- Cap the max single reward at $5 ($50 minimum spend required on each)

Rewards earned within the Forman Family Loyalty Rewards Program are redeemable in accordance with the specifications outlined in promotional materials. All redemptions are contingent upon availability and may be governed by supplementary terms.

Transferring rewards to another member's account is not permitted.

5. Expiry:
Points: As per the Forman Family Loyalty Rewards Program guidelines, points expire following 365 days of inactivity. Once expired, points are irretrievable and an earned reward will be removed.

6. Modifications and Termination:
The Loyalty Rewards Program, including its terms and conditions, may be modified, suspended, or terminated at the discretion of Forman Mills without prior notice.

7. Fraud and Abuse:
Any attempt to manipulate, abuse, or engage in fraudulent activity related to the Forman Family Loyalty Rewards Program may result in the immediate termination of membership and forfeiture of all points and rewards.

8. Privacy:
Member information will be handled in accordance with our privacy policy. By participating in the Loyalty Rewards Program, members consent to the collection, use, and disclosure of their personal information.

9. Communication:
Members may opt-in to receive marketing communications related to the Forman Mills Loyalty Rewards Program and/or Forman Mills marketing, including updates, promotions, and other information. Members can opt out of non-essential communications and be able to still use their downloaded wallet pass to earn points.

10. Governing Law:
These terms and conditions are governed by and construed in accordance with the laws of [NJ/PA/DE/NY/MD/MI/IL/OH/MA/WI/IN)], without regard to its conflict of law principles.

11. Disclaimer:
The Loyalty Rewards Program is provided "as is" without any warranties, expressed or implied. We do not guarantee the availability, accuracy, or reliability of the Forman Mills Loyalty Rewards Program.

12. Contact Information:
For questions, concerns, or assistance related to the Loyalty Rewards Program, members can contact rewards@formanmills.com

13. Effective Date:
These terms and conditions are effective as of November 22, 2026 and may be updated without notice.

PRIVACY POLICY

Effective Date: November 22, 2026

Welcome to formanmills.com (the "Website"), the website for Forman Mills, operated by Forman Mills, Inc. ("Forman Mills"). This Privacy Policy pertains to the personal information we collect about our customers on our Website, in our stores, and through interest-based online advertising. In this policy, we may use "we," "our," "us" to refer to Forman Mills.

This Privacy Policy describes:
·Statement of Policy
·Information We Collect
·How to Opt-out of Cookies or Online Behavioral Advertising
·How We Use the Information We Collect
·Information We Share
·Video Recording
·Text Messages
·Children's Privacy
·How We Protect Your Information
·Your Options Regarding Your Information
·Notice to California Residents: Your California Privacy Rights
·Contact Us
·Changes to Our Privacy Policy

Statement of Policy

We at Forman Mills respect your privacy, and take great care to safeguard the information in our possession. Your preference for how we use your personal information is our highest priority.
Forman Mills does not share customer information (including email addresses) outside of the company unless it is necessary to provide you with products or services available from Forman Mills. We may also disclose information when you tell us to do so, to identify or contact you, to protect your rights or the rights of Forman Mills, or as required or permitted by law.

Even within Forman Mills, we restrict access to your information to those individuals who need it to provide you with products or services available from Forman Mills. Any third-party companies we use to provide you with products or services are required to keep your information secure and confidential.
In this policy, "personal information" means any information by which you can be identified or contacted, such as your name (first and last), address (city, state, zip), email address, mobile phone number, etc.
This Privacy Policy governs your experience in our stores and on this website unless otherwise indicated.

Information We Collect

We may collect certain personal information from you in connection with your activities at Forman Mills, such as when you shop in our stores. This information may include:

- payment card or other financial account information
- contact, billing, and shipping information (including name, email address, postal address, and phone number)
- shopping history
- geolocation data

· images recorded by in-store cameras used for safety, security, and for operational purposes, such as measuring traffic patterns in our stores
· other personal information you provide to us on our Website, on feedback forms, in our stores, or when you interact with us in other ways, both online and offline.

Additionally, we or companies acting on our behalf may collect certain computer and browser information through automated technologies such as cookies and web beacons when you visit our Website (whether or not you have signed in as a register user) or otherwise interact with us online. A "cookie" is a file that a website sends to a visitor's computer or other Internet-connected device to identify the browser or to store information or settings in the browser. A "web beacon," also known as an Internet tag, pixel tag, or clear GIF, links web pages to web servers and their cookies and may be used to transmit information collected through cookies back to a web server.
The information collected using these tools may include your IP address, the address of the web page that referred you to our Website, dates and times of Website visits and the location of your device. These automated technologies also permit the collection of "clickstream data," which may include a log of content you access while browsing a website. Companies acting on our behalf may combine the information collected from your visit to our Website with other information they have collected previously.

How to Opt-out of Cookies or Online Behavioral Advertising

Your web browser may tell you how to be notified when you receive certain types of cookies and how to restrict, reject, or disable certain cookies (but please note that we do not respond to "Do Not Track" signals from web browsers). Additionally, you may opt-out of data collection from the particular companies that we use to collect information from users of our Website.

How We Use the Information We Collect

When we collect information from you, we may use it for a number of purposes, including to:
· Process, manage, complete, and account for transactions, including purchases and refund, exchange, and layaway requests
· Provide our products and services to you and fulfill your orders
· Identify your product and service preferences
· Improve merchandise selections and customer service
· Invite you to participate in customer research
· Notify you about new products, services, features, promotions, events and special offerings relating to Forman Mills
· Provide customer support and respond to your requests, comments, and inquiries
· Create and manage online accounts you establish
· Enroll you in and administer our loyalty and other rewards programs upon your request
· Administer your participation in promotions, contests and sweepstakes
· Verify your identity in certain instances (such as when you pay by check, return merchandise, or request a refund)
· Secure our operations and protect against, identify and help prevent fraud, unauthorized activity, claims and other liabilities and minimize credit risk
· Comply with and enforce applicable legal requirements, industry standards, our policies, and our Terms of Use
· Operate, evaluate and improve our business (including developing new products and services, managing our communications, performing market research, and administering our Website)
We also may use the information in other ways for which we provide specific notice at the time of collection. In addition, we use information collected online through automated means for purposes such as: (i)

customizing our users' visits to our Website; (ii) delivering content (including advertising) tailored to our users' interests and the manner in which our users browse our Website; (iii) measuring and managing the advertising effectiveness of our online and offline advertisements and events; and (iv) managing our business. We also use this information to help diagnose technical and service problems, administer our Website, identify users of our Website, and gather demographic information about our users. We use clickstream data to determine how much time users spend on web pages of our Website, how users navigate through our Website, and how we may tailor our Website to better meet the needs of our users. In order for us to maintain the accuracy of your personal information and improve our communication with you, we may also supplement the information we collect with other public demographic information.

Information We Share

We may share certain personal information we collect about you with partners or third parties who perform services for us or with whom we contract for the purposes described in this Privacy Policy. For example, we may use third parties to host our Website, operate certain of its features, send emails, print or send mailings, run our sweepstakes, contests, or other promotions, conduct customer research, authorize and process your payments, manage and analyze data and our advertising effectiveness, and fulfill orders. Such third-party service providers are given the information that they need to perform their designated functions and we do not authorize them to use or disclose your personal information for their own or any others' marketing purposes. Your personal information may also be transferred as an asset in connection with a merger or sale (including any transfers made as part of a reorganization, dissolution or liquidation) involving Forman Mills or as part of a stock sale or other change in corporate control.

If a contest, sweepstakes or promotion is jointly-sponsored by us and one or more other sponsors, your information may be shared with such sponsors. We do not control other sponsors' use of your personal information, and their use of your information will be in accordance with their own privacy policies. If you do not wish for your information to be shared in this manner, you may choose not to participate in such jointly sponsored contests, sweepstakes, or promotions. Such offerings may also be subject to additional rules and regulations governing your participation.

Video Recording

We conduct video surveillance at our stores for security, fraud, and loss prevention purposes and for incident reporting purposes. We use the images and information from such videos only as required for such purposes and for certain operational purposes, such as to measure traffic patterns in our stores.

Text Messages

If you agree to receive text messages from Forman Mills, we may use an automatic telephone dialing system to contact you. You are not required to consent to receive text messages in order to obtain product and services from Forman Mills. Standard messaging rates apply. We may send you up to eight (8) messages per month. If you would like to stop receiving text messages at any time you can reply to any message with the word "STOP" or text the word "STOP" to short code 50886. We may send you one additional confirmation message to let you know we received your request.

Children's Privacy

We do not seek, nor will we knowingly collect personal information from anyone under the age of 13. If you are under 13 years old, please do not provide your information on our Website or through any other means of submitting personal information. If we become aware that an individual is under the age of 13 and has submitted personal information, we will delete his or her information from our files.

How We Protect Your Information

We maintain administrative, technical, and physical safeguards designed to protect against loss, misuse or unauthorized access, disclosure, alteration or destruction of your personal information. However, we cannot

guarantee the effectiveness of these safeguards, and nothing in this Policy shall be construed as an express or implied warranty against loss, misuse or unauthorized access, disclosure, alteration or destruction.

Your Options Regarding Your Information

To update your preferences, ask us to remove your information from our mailing lists by unsubscribing, or to submit a request, you may contact us as described in the "Contact Information" section. You can opt-out of receiving promotional email and/or postal mail from us by doing the following:

· If you originally signed up for Forman Mills emails, you can update your preferences or opt-out by returning to your email and clicking on the "unsubscribe" link.

· If you have received an e-mail from Forman Mills, you can update your preferences or opt-out from receiving further e-mails by following "unsubscribe" instructions provided in the e-mail you received.

Please note that it may take us up to 45+ days to fully process your opt-out request.

Notice to California Residents: Your California Privacy Rights

If you are a California resident, California law provides that you be given the opportunity to opt out of our sharing your personal information with third parties that would use such personal information for their own direct marketing. Absent such an opt-out, we may share your information with service providers as described in the "Information We Share" section above. Accordingly, per California law, we provide a way for you to opt out if you do not want us to share your information in this manner.

California residents can opt out of our sharing your information as described above by contacting Forman Mills Corporate Office, Monday - Friday 9:00 AM - 5:00 p.m. (Eastern Time) and requesting that you would like to opt out from receiving all marketing communications from Forman Mills. If you have already received communications from us, it will expedite the opt-out process if you are prepared to provide us with the exact name, email address, or postal mail address under which you have been receiving communications from us. Please note that it may take us up to 45+ days to fully process your opt-out request.

Contact Us

If you have questions regarding our Privacy Policy, or if you wish to update the personal information you have provided to us, you may do so by: emailing us at rewards@formanmills.com, or (c) writing to us at the following address:

Forman Mills, Inc.
Attn: Customer Service - Privacy Notice
3000 Cindel Drive
Cinnaminson, NJ 08077

Changes to our Privacy Policy

This Privacy Policy may be updated periodically and without prior notice to you to reflect changes in our information practices. We will post a prominent notice on the Website to notify you of any significant changes to our Privacy Policy and indicate when it was most recently updated.