



## Terms and Conditions

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**Effective Date: December 31, 2023**

### **Forman Family: 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 REWARDS 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 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 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 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 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 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.

## 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 Rewards Program is free and requires completion of the registration process during the point of sale. For full benefits members must provide the correct:
  - phone number
  - first name
  - last name
  - email address
- Members are responsible for communicating the most accurate and up-to-date information at point-of-sale. Any update requests must be forwarded to [rewards@formanmills.com](mailto:rewards@formanmills.com) providing:
  - phone number
  - first name
  - last name
  - modification request

### 3. Earning Points:

- Points are earned through qualifying purchases, promotions, and other actions as specified by the 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.”
- 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 Mills Bill as a redemption reward. Only one \$5 Mills Bill may be redeemed per transaction. Any remaining points, earmarked for the attainment of another Mills Bill, will be retained, and recorded for subsequent redemption during a separate transaction at a later time.
  - \$1 = 1 point
    - 200 points = \$5 Mills Bill reward
    - Cap the max single reward at \$100 (No minimum spends required on each)

- Rewards earned within the 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 Rewards Program guidelines, points expire following 365 days of inactivity. Once expired, points are irretrievable.
- Mills Bills: Earned Mills Bills expire two weeks after acquisition.

#### **6. Modifications and Termination:**

- The 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 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 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 Rewards Program and/or Forman Mills marketing, including updates, promotions, and other information. Members can opt out of non-essential communications.

#### **10. Governing Law:**

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

#### **11. Disclaimer:**

- The Rewards Program is provided "as is" without any warranties, expressed or implied. We do not guarantee the availability, accuracy, or reliability of the Rewards Program.

#### **12. Contact Information:**

- For questions, concerns, or assistance related to the Rewards Program, members can contact [rewards@formanmills.com](mailto:rewards@formanmills.com)

#### **13. Effective Date:**

- These terms and conditions are effective as December 31, 2023, and may be updated without notice.