# GAS AND GROCERY REWARDS PROGRAM TERMS and CONDITIONS

- Any person's use of a Rewards account, enrollment in the Rewards Program or use of this website, constitutes accepting all the Terms and Conditions stated here.
- United Supermarkets, LLC, reserves the right to change the terms and conditions for participation, points and rewards, and benefits for the Rewards Program at any time without notice, liability, or obligation to program participants.

## **Rewards Program Eligibility**

- The Gas and Grocery Rewards Program (the "Rewards Program") is only available at participating Albertsons Market, Amigos, United Supermarkets, United Express, and Market Street locations.
- All Guests are eligible to sign up for the Rewards Program by using the website <u>www.theunitedfamily.com</u>, signing up in store, or enrolling on The United Market mobile app. Once signed up, use your Rewards account to earn points toward rewards ("Rewards").
- Points can be earned on qualifying purchases until otherwise notified by United Supermarkets LLC.
- There is no cost to enroll in the Rewards Program or related clubs.
- Team Members of United Supermarkets, LLC, are eligible to participate in the Rewards Program.
- You may cancel your Rewards participation at any time by contacting Guest Services toll free at 1-877-848-6483 or via e-mail at Guestservices@unitedtexas.com.

## **Earning Points**

- As soon as Guests sign up, they can use their Rewards account to earn points when purchasing eligible products.
- Points totaling less than 100 expire at the end of the calendar month in which they were earned. For example, points earned on January 5, expire at 11:59 PM Central time on January 31.
- Guests using a Rewards account earn 1 point for every dollar spent on qualifying purchases. Total points earned in a purchase are based on the subtotal amount, after discounts have been deducted, and prior to any tax, rounded down to the last whole dollar amount.
- The purchase of qualifying gift cards with your registered Rewards account earns 2 points per dollar every day. See store for details on qualifying gift cards and seasonal events.

- Points are calculated on net purchases, after promotional discounts, and prior to taxes being applied. However, certain items are excluded from earning points, including the following:
  - o Fuel
  - Alcohol
  - o Tobacco
  - Lottery tickets
  - Store Gift Cards
  - Variable-load financial gift cards
  - Chevron and Texaco gift cards
  - Mobile phone cards
  - Federal, state, and local taxes
  - Money orders and funds transfers
  - Utility payments and comparable items and transactions
  - Returns, credits, and refunds
  - Value of coupons, discounts, and other promotional offers
  - Postage stamps
  - Depending on state and local laws, fluid items in the refrigerated dairy section-including fluid dairy substitutes
  - Any other products sold at face value as a convenience for our Guests

Purchases such as beer, wine and tobacco cannot be rewarded under Texas and New Mexico law, meaning points cannot be earned and rewards cannot be redeemed on these purchases. Also, United Supermarkets LLC reserves the right to exclude additional items at any time during the program.

- Points are earned on out-of-pocket prescription costs including co-payments.
   Points are not applicable to prescription drugs paid for in whole or in part by any insurance plan, federal, or state government programs (e.g., Medicare, Medicaid).
- Points are earned on purchases made at participating locations only.
- Accounts and points are not transferable and may be used only by the individual associated with the card. However, up to three (3) card numbers per household can be linked to a single account.
- If you believe points have not been credited accurately to your account, please
  - E-mail Guestservices@unitedtexas.com
  - Call Guest Services toll free at 1-855-762-7880, or
  - Write to us at:

United Supermarkets, LLC Attn: Rewards 7830 Orlando Avenue Lubbock, TX 79423

# **Redeeming Points for Rewards**

- Once a Guest earns 100 points, the points are available to redeem for a discount ("Reward").
- Rewards earned during each month can be used through the end of the following calendar month (for example, rewards earned in January can be used through the end of February and would expire at 2 AM Mountain Time on March 1st).
- Choose from a selection of specially marked free or discounted grocery products with 1 or 2 rewards or other point increments as shown in store. See store for details.
- Redeem 100 points (1 reward) for \$10¢ off per gallon incrementally up to \$1.00 off per gallon for 1,000 points ("Gas Rewards"). You are allowed no more than 25 gallons in a single fill-up, subject to rounding for Chevron or Texaco in-store fuel transactions or limits placed on your payment card by your financial institution, which may be lower, and a limit of 1 vehicle per transaction. Points cannot be redeemed after pumping. Gas Rewards are available at United Express fuel stations, Safeway, Vons, Randalls, Tom Thumb, Albertsons and Carrs/Safeway branded fuel stations (collectively, "Albertsons Companies Banner stores") and participating Chevron and Texaco stations outside of the Dallas-Fort Worth area.
- Rewards, not points, earned at United Banner stores outside of the Dallas-Fort Worth area can be combined with rewards earned at Albertsons Companies Banner stores and redeemed at participating Chevron and Texaco stations outside of the Dallas Fort-Worth area and at Albertsons fuel locations.
- Rewards earned at Albertsons Companies Banner stores cannot be redeemed at United Banner stores or United Banner fuel locations.
- Rewards earned at Market Street locations in Allen, Colleyville, Coppell, Flower Mound, Frisco, McKinney and Plano, TX (Dallas-Fort Worth area) cannot be redeemed at participating Chevron and Texaco stations or combined with points earned at Albertsons Companies Banner stores.
- Points earned at United Banner stores and Albertsons Companies Banner stores cannot be combined for rewards on either grocery items at United Banner stores or fuel at any fuel locations.
- Gas rewards are available for use at participating Chevron and Texaco stations approximately 4 hours after earning them at participating locations. Points and rewards have no cash value.

# **Enrolling in Rewards**

• Guests will enroll in the Rewards Program by providing a unique 10-digit phone number or alternate ID. The phone number or alternate ID must be provided at checkout in order to participate in the Rewards Program.

- Guests who have completed their enrollment online and created an online account
  may check their points at any time by logging on to the website. Points balance
  can also be tracked on the mobile app, the in-store kiosk, or on the Guest's
  receipt.
- Cards for the Rewards Program are available upon request.
- United Supermarkets, LLC, will always endeavor to correct any reasonable errors, but cannot be responsible for all possible errors. United Supermarkets, LLC, will have no liability for failure, delay, or error in crediting offers to your Rewards account.

## Rewards Notice & Claim

• United Supermarkets, LLC, is not responsible for lost, stolen or unused Rewards cards or lost or stolen unused Rewards.

## **Communications**

- By enrolling in the Rewards Program or creating your online account, you agree that United Supermarkets, LLC, may send you e-mailed communications related to The United Family stores and the Rewards Program.
- You may discontinue promotional e-mail communications at any time by opting out as instructed on any received email or by:
  - Updating your account online
  - Emailing Guest services at Guestservices@unitedtexas.com
  - Contacting Guest services toll free at 1-877-848-6483
- Discontinuation of promotional e-mail communications may result in the loss of promotional discounts and offers related to the Rewards Program.
- Members' personal information will be held in accordance with United Supermarkets, L.L.C Privacy Policy, which can be found by visiting www.unitedtexas.com.

#### **Rewards Mobile Alerts Terms & Conditions**

- By joining Rewards Mobile Alerts, you agree to our collection, use and disclosure
  of your personal information pursuant to the terms of our Privacy Policy and the
  Terms and Conditions associated with the use of this website.
- By subscribing, you are providing your signature, consent and agreement that you are 18 years of age or older or have parental consent to enroll your number in Rewards Mobile Alerts and are authorized to agree to receive commercial text messages from us on your mobile phone.
- You will get approximately eight (8) text messages per month, based on applicable mobile promotions, alerts and offers from United Supermarkets, LLC,

- Message and Data Rates may apply, depending on the subscriber's wireless carrier plan.
- United Supermarkets, LLC, will not charge you for subscribing to this program; however, you are responsible for any mobile messages or data rates that may apply from your wireless carrier.
- By subscribing, persons 13 to 17 years of age are confirming parental consent to enroll their number in our Rewards Mobile Alerts.
- You may discontinue the receipt of future text messages at any time by texting the word STOP to 43300 or by logging into the website and updating account preferences.
- For additional help, email <u>Guestservices@unitedtexas.com</u> or send a text message with the keyword HELP to short code 43300.

# **Changes in Terms & Conditions**

- United Supermarkets, LLC, reserves the right to change the terms and conditions for participation, points, rewards, and benefits for the Rewards Program at any time without notice, liability, or obligation to program participants.
- United Supermarkets, LLC, reserves the right to terminate the Rewards Program at any time for any reason and without any further obligation to participants.
- United Supermarkets, LLC, reserves the right to change or cancel any reward.
- United Supermarkets, LLC, reserves the right to institute restrictions on products eligible for points and products eligible for purchase with any rewards earned without notice, liability or obligation to participants.
- Misuse, or fraudulent use of a Rewards account or the website, <u>www.unitedtexas.com</u>, or any other website owned or operated by United Supermarkets, LLC, is in violation of these Terms and Conditions and may result in cancellation of the Rewards Account and loss of any or all offers earned.
- The failure of United Supermarkets, LLC, to enforce any particular term or condition does not constitute a waiver of the term or condition.