# **BELK REWARDS+ PROGRAM TERMS AND CONDITIONS**

Last Updated: July 15, 2022

Belk is proud to offer the Belk Rewards+ Program (the "**Program**") to cardholders ("**Cardholders**") of a Belk Rewards+ Card (as defined below). BY PARTICIPATING IN THE BELK REWARDS+ PROGRAM, YOU HEREBY ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND AND AGREE TO ABIDE BY THESE BELK REWARDS+ PROGRAM TERMS AND CONDITIONS (these "**Terms**").

1. In order to receive the benefits of the Belk Rewards Program, you need to make purchases with your Belk Rewards+ Card or Belk Rewards+ Mastercard (each, a "Belk Rewards+ Card"), earning the necessary level of points. The Belk Rewards+ Program is automatically available for your Belk Rewards+ Card account, if it is open, in good standing and not more than 2 payments past due both at the time points are earned and at the time Belk reward dollars ("Belk Reward Dollars") are issued and redeemed.

# 2. Earning Reward Points.

Depending on your membership status, you can earn different numbers of points for purchases made in Belk stores, on belk.com and via the Belk mobile app.

See the table below for the number of reward points ("**Reward Points**") that you can earn per dollar spent (rounded to the nearest whole dollar) in net Eligible Purchases. Cardholders must use their Belk Rewards+ Card to earn the points listed in the table below. Any purchases made with PayPal or a "buy now, pay later" platform (e.g. Afterpay) will not earn points even if you use your Belk Rewards+ Card in PayPal or a "buy now pay later" platform (e.g., Afterpay).

If you have more than one Belk Rewards+ Card and you use the same phone number and email address for your credit card accounts and Program membership, all points earned will accumulate in one single membership account.

Insider Status Cardholder	Premier Status Cardholder	Elite Status Cardholder	
4 points per dollar spent at Belk	5 points per dollar spent at Belk	7 points per dollar spent at Belk	
For Belk Rewards+ Mastercard only:	For Belk Rewards+ Mastercard only:	For Belk Rewards+ Mastercard only:	
2 points for each dollar spent for gas and groceries (see below)	2 points for each dollar spent for gas and groceries (see below)	2 points for each dollar spent for gas and groceries (see below)	
1 point for purchases anywhere else (see below)	1 point for purchases anywhere else (see below)	1 point for purchases anywhere else (see below)	

Eligible Purchases do not include special financing purchases, balance transfers, cash advances, finance charges, fees associated with your Belk Rewards+Card, leased departments (within Belk stores), Belk Gift Cards and sales tax.

There is no limit as to the number of Reward Points you can earn. Reward Points are initially earned in a pending status, and will be added to your Rewards Balance after approximately 7 days for in store purchases and approximately 7 days after a charge appears following shipment for each item in an online transaction. Points received for items that are returned will be deducted from your points balance at the time of the return.

#### More Details on Belk Rewards+ Mastercard:

- Gas Purchases. When you use your Belk Rewards+ Mastercard for Eligible Purchases of gasoline, you will earn 2 Reward Points for every dollar spent, rounded to the nearest whole dollar. "Eligible Purchases of gasoline" include purchases made at Service Stations or Automated Fuel Dispensers, which use a merchant category code ("MCC Code") of 5541 or 5542. Fuel stations located at or that are part of warehouse clubs and certain supercenters and supermarkets are excluded.
- **Grocery Purchases.** When you use your Belk Rewards+ Mastercard for Eligible Purchases of groceries, you will earn 2 Reward Points for every dollar spent, rounded to the nearest whole dollar. **"Eligible Purchases of groceries"** include purchases made at grocery stores and supermarkets with MCC Codes of 5411, 5422, 5441, 5451 and 5462.
- All Other Purchases. When you use your Belk Rewards+ Mastercard for Eligible Purchases made everywhere else Mastercard is accepted, you will earn 1 Reward Point for every dollar spent, rounded to the nearest dollar.

An MCC Code is a four-digit classification code as defined by Mastercard International Incorporated that is assigned to a merchant by the merchant's payment card network or merchant processor based on the predominant business activity of the merchant. The merchant's MCC Code will determine whether an Eligible Purchase qualifies for the 2 Reward Points or 1 Reward Points level. For example, the café of a gas station may have an MCC Code as a type of merchant other than a gas station and therefore would not qualify as a gas purchase under these Rewards Terms. Neither Belk nor Synchrony Bank assigns or has responsibility for the assignment of MCC Codes or evaluates what MCC Codes should be assigned to a particular merchant. Synchrony Bank reserves the right to determine from time to time which MCC Codes qualify for particular category Reward Points levels. Synchrony Bank is not responsible for awarding Reward Points for Eligible Purchases of gas or groceries at merchants who do not accurately report transactions using the MCC Codes described above.

For each Eligible Purchase, only one Cardholder account will earn Reward Points. If you make an Eligible Purchase using multiple Belk Rewards+ Cards, a single Cardholder will be identified by the highest cardholder membership status of the cards swiped and earn all of the Reward Points applicable to the total transaction. If you make an Eligible Purchase using multiple payment types, including one Belk Rewards+ Card, the amount of the purchase placed on the Belk Rewards+ Card will receive the Rewards Points earned.

3. <u>Earning Belk Reward Dollars</u>. Each time you earn 500 Reward Points, you will receive \$5 in Belk Reward Dollars. Belk Reward Dollars are issued in \$5 increments for every 500 Reward Points in your then-current balance. When your Rewards Points balance equals or exceeds 500, a \$5 Belk Reward Dollar will automatically be issued and will be made available digitally through your Belk Rewards+ account or in-store at the register within 3 business days. Belk Rewards+ Cardholders will also receive the same Belk Reward Dollars in their monthly Belk Rewards+ Card billing statement. Belk will not issue Belk Reward Dollars in excess of \$200, and any additional Reward Points in your balance will be applied toward Belk Reward Dollars as Belk Reward Dollars issued to you are used or expire. The delay in issuance of Belk Reward Dollars does not in any way affect your Rewards Points balance. The expiration

date for Belk Reward Dollars is printed on the Belk Reward Dollars that are mailed to Cardholders with their statements or on Belk Reward Dollars provided digitally.

4. Redeeming Belk Reward Dollars. To redeem valid Belk Reward Dollars, you must either come to a Belk store, go online to belk.com or visit the Belk mobile app within the valid dates shown on the Belk Reward Dollars. Belk Reward Dollars may only be redeemed toward purchases at Belk stores or online at belk.com or via the Belk mobile app, and may only be redeemed toward purchases charged to your Belk Rewards+ Card. Belk Reward Dollars redeemed in store must be surrendered at time of purchase. To redeem Belk Reward Dollars online at belk.com or via the Belk mobile app, you must enter the barcode number printed on the Belk Reward Dollars. Belk Reward Dollars may only be redeemed one time (based on certificate number) even if delivered in multiple formats. You can redeem multiple Belk Reward Dollars on a single transaction in store or online at belk.com or via the Belk mobile app. Belk Reward Dollars can be combined with any promotional offer. If the value of a purchase is less than the value of the Belk Reward Dollars being redeemed, then any remaining Belk Reward Dollars balance will be forfeited.

You may only redeem up to \$200 in Belk Reward Dollars per transaction (whether in store, online or via mobile app).

# 5. Reward Points Expiration and other Reward Point Terms.

All Reward Points expire after a Program account has had no qualifying purchase for twelve (12) consecutive months. Award of Reward Points is subject to Belk's determination in its sole discretion that the Cardholder has made the corresponding merchandise purchase or engaged in the corresponding activity in accordance with all applicable restrictions. Should Belk determine in its sole discretion that the Cardholder has not done so, Belk may reduce the number of Reward Points (or withhold Reward Points altogether) from such Cardholder. Reward Points are intended solely to track a Cardholder's participation in the Program. Cardholders do not have any property or ownership rights in Reward Points.

Belk Reward Dollars cannot be credited to an account, redeemed for cash, used for purchasing Belk Gift Cards, or used for online gift certificates. Additional restrictions may apply as stated on your Belk Reward Dollars. Belk Reward Dollars are not transferable. Belk Reward Dollars are not "gift certificates" and are not intended for gift-giving purposes. Any attempt to sell (by auction or otherwise), trade or exchange Reward Points is void and in no way binding upon Belk as well as constituting prohibited conduct as per these Terms.

You acknowledge that the Reward Points have no value and that the Reward Points and any Belk Reward Dollars issued are purely promotional and are provided without the payment of any consideration or other thing of value. Unless and until you present the Belk Reward Dollars at a Belk store or redeem them online at belk.com or via the Belk mobile app, no right, title or interest in the Reward Points or the Belk Reward Dollars has been earned. You will begin earning Reward Points again at the time of your next purchase if your account is in good standing as provided in Section 3 above. Reward Points are forfeited upon the closing of a Belk Rewards+ Card account.

Belk reserves the right to review Program activity (including Reward Points earned) in your online Reward account and make adjustments to correct errors without prior notice to you or liability of any kind. You will be notified via e-mail (or message posted to your online Reward account) if Belk has taken any such action. Such notice will briefly explain the change(s) made to your online Reward account.

# 6. Program Benefits.

Tier Status	Insider	Premier	Elite
(annual spend qualification)	(Welcome)	(\$300)	(\$1,000)
Points per Dollar 500 pts = \$5 BRDs	4	5	7
World Points	+2(gas & grocery)		
(Belk Mastercard only)	+1 (all else)		
Birthday Reward	\$10	\$10	\$10
VIP Savings Events	<b>√</b>	✓	✓
Free Shipping	2x / yr	4x / yr	Everyday
Flexible Payment Plans		<b>√</b>	✓
Pick Your Savings Days			✓

<u>Birthday Rewards</u>: Cardholders will be eligible to receive a Birthday Reward in the form of Belk Reward Dollars once a year on the first day of your birthday month. To be eligible to receive the annual Birthday Rewards benefit, you must update your profile with your birth month and day, a valid email address for delivery, and meet overall qualification criteria for good standing within the Program. The expiration date for the Birthday Belk Reward Dollars will be printed on the Belk Reward Dollars that are mailed to Cardholders or on Belk Reward Dollars provided digitally.

<u>VIP Savings Events</u>: Cardholders can gain access to various saving events/promotions throughout the year. Additional terms and conditions which will be included in the event offer.

<u>Free Shipping</u>: Cardholders will have opportunities for free shipping in the form of a coupon program-wide event or promotions at Belk's discretion. Number of opportunities depend on the Cardholder's tier status. Subject to additional terms and conditions, which will be included in the offer.

<u>Pick Your Savings Day</u>: Cardholders can gain access to Pick Your Own Savings Days throughout the year. Additional terms and conditions which will be included in the Pick Your Own Savings Days offer.

Cardholders should review Section 7 for additional Program benefits information.

7. Special Terms for Program Cardholders. Upon reaching certain milestones, Cardholders may unlock higher membership status levels with additional benefits and rewards based on the net Eligible Purchases made in store or online at Belk. Each status level is unlocked at a minimum net Eligible Purchase amount as set out below. If net Eligible Purchases are to be shipped to you, then the eligible net purchase will apply on the date the item ships and the card is charged (this may result in an eligible net purchase applying in the next calendar year if the shipment date is in the next calendar year). On January 1 of

each year, a Cardholder's net Eligible Purchase dollars will reset to zero. Cardholders will enter the new calendar year at the previous year-end status level and retain that as the minimum level through the end of that year. As a Cardholder reaches the next milestone, that Cardholder will move to the next status level during the calendar year.

- <u>Insider Status</u>. Cardholders who do all of the following: (a) spend between \$0 \$299 in Eligible Purchases using their Belk Rewards+ Card in store or belk.com or Belk's mobile app within a calendar year (January 1-December 31); and (b) keep their account in good standing.
- Premier Status. Cardholders who do all of the following: (a) spend between \$300 and \$999 in Eligible Purchases from Belk store locations or on Belk.com or using the Belk mobile app using their Belk Rewards+ Card within a calendar year (January 1-December 31); (b) keep their account in good standing; and (c) after reaching the \$300 qualifying amount, are not more than 2 payments past due at time of Belk Premier Rewards Status eligibility, will be upgraded to the Belk Premier Rewards Card. Upgrades to the Premier level will be processed during your next billing cycle after you qualify. Once you receive your upgraded card, you will receive additional Belk Premier Rewards Card cardholder benefits and become eligible to participate in the Belk Rewards Flex Pay Plan. To take advantage of the Belk Rewards Flex Pay Plan, you need to contact customer service to have this plan added to your account. If you do not maintain your Premier qualification, you will lose the Premier benefits.
- <u>Elite Status</u>. Cardholders who do all of the following: (a) spend at least \$1000 in Eligible Purchases from Belk store locations or Belk.com or using the Belk mobile app on their Belk Rewards+ Card within a calendar year (January 1-December 31); (b) keep their account in good standing; and (c) after reaching the \$1000 qualifying amount, are not more than 2 payments past due at time of Belk Elite Rewards Status eligibility, will be upgraded to the Belk Elite Rewards Card. Upgrades to the Elite level will be processed during your next billing cycle after you qualify. Once you receive your upgraded card, you will automatically receive additional Belk Elite Rewards Card cardholder benefits. If you do not maintain your Elite qualification, you will lose the Elite benefits.
- 8. <u>Belk's Right to Modify the Program</u>. Belk reserves the right to change the Program (and these Terms, as applicable) at any time in its sole discretion. Program benefits, offers, rewards, and services are subject to availability. Except as otherwise expressly prohibited or limited by applicable laws, Belk may at any time amend, modify, supplement, or terminate the Program and these Terms, including, without limitation, the structure for earning rewards, or reward levels even though such changes may affect the value of rewards, or the ability to obtain certain rewards. If notice of such action is required by law, it will be provided in accordance with such laws. <u>Your continued membership in the Program constitutes your agreement to such changes to the Program (or the cancellation of the Program, as the case may be). You are strongly advised to review these Terms from time to time to make sure that you are fully aware of the current conditions governing operation of the Program.</u>

If the Program is terminated, all unredeemed benefits will be forfeited without any obligation or liability and will not be honored upon termination or after the conclusion of the notice period, if any notice is required by law. In all matters relating to the administration of the Program, the decisions of Belk will be final. Under no circumstances will we be held liable for any delay or failure in performance due in whole or in part to any acts of nature or other cases beyond our reasonable control.

- 9. <u>Termination; Canceling Account</u>. We reserve the right to cancel or suspend your participation in the Cardholder Program in the event of fraud, abuse of rewards privileges, violation of these Terms or any applicable laws, or at our discretion. Any Reward Points, Belk Reward Dollars or Benefits in your account will become void at the time of cancellation. We may revoke some or all of your Reward Points, Belk Reward Dollars and/or Benefits if we determine that you received any of them due to an error, through fraud or deception, or in any manner not authorized.
- 10. <u>Miscellaneous</u>. By participating in the Belk Rewards+ Program, you understand and agree that the Belk Terms of Use at https://www.belk.com/customerservice/terms-of-use/, then in force, which are incorporated into these Terms by reference, shall apply, including without limitation the binding arbitration, waiver of jury trial and waiver of class action provisions as detailed in the Disputes section of the Belk Terms of Use. If you do not agree to the Terms of Use, please do not participate in the Program.