

# THANK YOU CARD POLICY

## Thank You Card Policy

**Purpose of Policy:** The main purpose of Bashas' Inc. Thank You Card program is to thank and reward our customers for their patronage. This Thank You Card Policy ("Policy") describes many of the benefits offered to our customers when enrolled in the Thank You Card program.

In addition, your privacy is important to us and we are committed to safeguarding your personally identifiable information from unauthorized use or disclosure. This Policy also describes how your personally identifiable information and other data may be collected and used by Bashas' Inc., its affiliates, and agents (collectively, "Bashas'"), when you enroll in Bashas' Thank You Card program, either through this website or by submitting an application in person by visiting a Bashas' store, and when you use your Thank You Card at Bashas' stores.

There are special privacy procedures and policies that apply when you visit this website and all other websites of Bashas' (collectively, the "Site"), shop at Bashas' stores, or use Bashas' products or access Bashas' services available or enabled through the Site or Bashas' stores. For a comprehensive review of Bashas' Privacy policy, please [CLICK HERE](#). There are also special privacy procedures and policies that apply to Bashas' Pharmacies. Bashas' conforms to the privacy and security rules relating to the Health Insurance Portability and Accountability Act, along with related state laws, and which is made part of this Policy by reference.

**Consent to Policy:** You must be at least 18 years of age to enroll in the Thank You Card program. If you would like a member of your household who is at least 13 years of age but under 18 years of age to participate in the Thank You Card program, you may request that we issue him or her a Thank You Card that accesses your account and you will be responsible for the use of the card and account by that person. By enrolling or participating in our Thank You Card program and providing personally identifiable information to Bashas', you are agreeing to the terms and practices set forth in this Policy and to the collection and use of the information described in this Policy. If you have any objections to this Policy, you should immediately discontinue use of your Thank You Card and request that any information submitted to Bashas' be deleted by completing and returning a change form. Change forms are available at the store office of any Bashas' store and may be returned to any store office. You may also delete any information submitted to Bashas' by notifying us using the contact information provided below.

**How to Apply:** You may obtain a Thank You Card and complete an application at any designated Bashas' in-store kiosk. Applications are also available at any Bashas' store office or online by visiting Bashas' website. Applications may be returned to any Bashas' store office or submitted online through Bashas' website. Membership in Bashas' Thank You Card program is free – there is no cost to you to enroll. Upon your enrollment in the Thank You

Card program, you will receive one (1) Thank You Card and two (2) key tags.

**How To Use:** To use your Thank You Card or Thank You Card key tag, simply hand the cashier your Thank You Card or Thank You Card key tag when you begin to check out, and the cashier will scan your Thank You Card or Thank You Card key tag to register your shopping transaction. You may also use your Thank You Card at any self checkout lane. Applicable discounts will be shown on the bottom of your receipt. If you forget to bring either your Thank You Card or Thank You Card key tag, the cashier can use the telephone number provided on your application to register your shopping transaction.

**Thank You Card Benefits:** To be eligible to receive Thank You Card benefits you must enroll in Bashas' Thank You Card program and use your Thank You Card or Thank You Card key tag at participating Bashas' stores. When you use your Thank You Card or Thank You Card key tag, in addition to receiving advertised specials, you may also receive special offers such as discounts and free offers on products you regularly purchase. To receive Thank You Card benefits that are available to you only by email, you must create an online account by registering your email address online by visiting Bashas' website. To receive benefits such as digital personalized advertisements you must sign up online and will need to include an email address. If you reach certain spending levels during specified periods, you may also be eligible to receive discount coupons for groceries, gifts, and chances to enter designated sweepstakes. Additional details regarding Thank You Card benefits are available online by visiting Bashas' website. THE THANK YOU CARD IS NOT A GIFT CARD OR GIFT

**The Information We Collect:** When you sign up for our Thank You Card Program, use your Thank You Card at Bashas' stores or any Site, or contact Bashas', we may collect certain personal information from you such as your name, address, telephone number, email address, or other information about you or your interests (collectively referred to as "Thank You Card Information"). This information does include "aggregate information," which is information Bashas' collects or receives about a group or category of persons or services, such as demographic or statistical information, or "de-identified information," and from which Bashas' has removed any personal information. We may provide aggregate information or other data about general groups of shoppers, shopping trends, or sales data to other companies to help them understand the demographics of our customers and to better provide the types of products our consumers typically purchase at specific locations.

We may use the information we collect, including your Thank You Card Information, to provide products and services that are useful to you, to create merchandising and promotional programs, to analyze trends, administer the Site, track user's navigation on the Site, and gather broad demographic information for aggregate use. We also use this information, along with a record of your purchases, to offer savings awards and other promotions that are relevant to your purchase preferences. We may also use this information to give you personally tailored coupons, offers or other information that may be provided to us from other companies. These offers may be delivered to you in-store, at home, or online. However you have the right to "opt out" or choose if and how you prefer to receive them. You may "opt out" by checking the designated box on the application form and you will not receive offers linked to the Thank You Card program. To change your "opt out" preference, you may simply fill out and return a change form or change your preferences online at the Bashas' website. Change forms are available at the store office of any Bashas' store and may be returned to any store office. You may also change your "opt out" preference by notifying us using the contact

information provided below.

Bashas' may share certain Thank You Card Information (name, address, telephone number, and email address) with our subsidiaries, affiliates, agents, representatives, and trusted business partners and their agents for the limited purpose of providing services or information to Bashas' or to our customers. We may also share this information with third parties in order to operate the Site or conduct Bashas' business, as well as respond to customer requests, concerns, or claims but will not sell your information to third parties.

Bashas' may disclose your Thank You Card Information when required by law or legal process (including pursuant to court orders, subpoenas, interrogatories, or similar directive carrying the force of the law). We may disclose your Thank You Card Information if we believe that such disclosure is necessary or appropriate to comply with applicable law, to protect the rights, property or safety of Bashas', other Site users, our partners, affiliates, sponsors, providers, licensors, or merchants, to prevent harm or loss, or in connection with an investigation of suspected or actual unlawful activity.

However, we will not rent or sell your Thank You Card Information to any nonaffiliated company or outside parties, except in connection with the sale of a pharmacy or other business unit, or as set forth in this Policy.

**How to Change or Delete Your Information:** If you have submitted any information to us, and you would like to update, change, or delete that information at any time, you may fill out and return a change form. Change forms are available at the store office of any Bashas' store and may be returned to any store office. You may update, change, or delete your personal information online at Bashas's.com or use the in-store kiosk. You may also update, change, or delete any information submitted to Bashas' by notifying us using the contact information provided below. Your information will be updated, changed, or deleted accordingly in a commercially reasonable time.

**Retention of Application and Change Forms:**Application and Change forms for the Thank You Card program received by us at Bashas' stores are not retained after they are processed into our Thank You Card data system. All Application and Change forms received are disposed of in accordance with current Bashas' policies regarding the disposal of confidential records.

**Secure Key Return :**If your keys are lost, and your Thank You Card key tag has been affixed to your keys, they can be brought to any Bashas' store or they can be dropped in any U.S. Post Office mailbox and the Post Office will send the keys to our office in Chandler, Arizona. We will attempt to notify you and return any lost keys received at our office or found in a Bashas' store that has a Thank You Card affixed thereto by contacting you or mailing the keys, postage prepaid by Bashas', to the most current address on file in our Thank You Card data system. Any unclaimed keys, including keys returned to us by the Post Office or keys without a Thank You Card affixed, will be discarded after three (3) months.

**Our Commitment to Data :**To safeguard all information that we collect, we have instituted strict physical, electronic, and managerial policies and procedures to prevent unauthorized access, to maintain data accuracy and to ensure the appropriate use of all data. However, no method of transmission over the Internet, or method of electronic storage, is completely

secure. Therefore, while we strive to protect your personal information, we cannot guarantee its absolute security.

**Legal Disclaimers:**BASHAS' RESERVES THE RIGHT TO DISCLOSE YOUR PERSONALLY IDENTIFIABLE INFORMATION PURSUANT TO THE TERMS AND PRACTICES SET FORTH IN THIS POLICY AND WHEN BASHAS' BELIEVES IT IS NECESSARY TO SHARE INFORMATION IN ORDER TO PROTECT THE SECURITY OF THE SITE, TO INVESTIGATE, PREVENT, OR TAKE ACTION REGARDING ILLEGAL ACTIVITIES, SUSPECTED FRAUD, SITUATIONS INVOLVING POTENTIAL THREATS TO THE PHYSICAL SAFETY OR WELL BEING OF YOU OR ANY OTHER PERSON, OR AS OTHERWISE REQUIRED BY APPLICABLE LAW.

ALTHOUGH BASHAS' RESERVES THE RIGHT TO CORRECT ANY ERRORS, OMISSIONS, OR INACCURACIES, BASHAS' DOES NOT WARRANT THE ACCURACY OR COMPLETENESS OF ANY INFORMATION OR CONTENT PROVIDED BY OR THROUGH THE THANK YOU CARD PROGRAM OR THE SITE, OR THAT ANY ERROR, OMISSION, OR INACCURACY WILL BE CORRECTED. BASHAS' DOES NOT WARRANT THAT THE FUNCTIONS PERFORMED BY THE SITE WILL BE UNINTERRUPTED, TIMELY, SECURE, OR WITHOUT ERROR, OR THAT DEFECTS IN THE SITE WILL BE CORRECTED. THE THANK YOU CARD PROGRAM AND THE SITE ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. BASHAS' MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS, OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO ANY INFORMATION, CONTENT, OR SERVICE PROVIDED BY OR THROUGH THE THANK YOU CARD PROGRAM AND/OR THE SITE.

**Limitation of Liability:**EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS POLICY, YOU UNDERSTAND AND AGREE THAT UNDER NO CIRCUMSTANCES WILL BASHAS' BE LIABLE FOR ANY DAMAGES OR LOSSES WHATSOEVER, INCLUDING WITHOUT LIMITATION, ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, EXEMPLARY, OR OTHER DAMAGES RESULTING FROM OR CAUSED BY (I) YOUR ENROLLMENT AND/OR PARTICIPATION IN THE THANK YOU CARD PROGRAM OR YOUR USE OF THE THANK YOU CARD, (II) ANY SERVICES OR PRODUCTS DELIVERED, PURCHASED, OR USED AS A RESULT OF YOUR ENROLLMENT AND/OR PARTICIPATION IN THE THANK YOU CARD PROGRAM OR YOUR USE OF THE THANK YOU CARD, (III) ANY CLAIM ATTRIBUTABLE TO ANY ERROR, OMISSION, OR OTHER INACCURACY IN THE INFORMATION OR CONTENT PROVIDED BY OR THROUGH THE THANK YOU CARD PROGRAM AND/OR THE SITE, (IV) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR PERSONALLY IDENTIFIABLE INFORMATION OR DATA, OR (V) ANY OTHER MATTER RELATING TO YOUR ENROLLMENT AND/OR PARTICIPATION IN THE THANK YOU CARD PROGRAM OR YOUR USE OF THE THANK YOU CARD OR THE SITE, EVEN IF BASHAS' HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IF YOU ARE DISSATISFIED WITH YOUR USE OF THE THANK YOU CARD OR THE CONTENTS OR SERVICES PROVIDED BY OR THROUGH THE THANK YOU CARD PROGRAM OR THE SITE, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE THANK YOU CARD AND REQUEST THAT YOUR PERSONALLY IDENTIFIABLE INFORMATION BE DELETED. YOU ACKNOWLEDGE THAT YOUR USE OF THE THANK YOU CARD AND THE SITE IS AT YOUR SOLE RISK. BECAUSE SOME

JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR DAMAGES, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IN SUCH JURISDICTIONS, BASHAS' LIABILITY IS LIMITED AND ALL WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT BASHAS' LIABILITY, IN NO EVENT, SHALL EXCEED ONE HUNDRED DOLLARS (\$100).

**Indemnification:** YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS BASHAS', ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, JOINT VENTURES, BUSINESS PARTNERS, LICENSORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND ANY THIRD-PARTY INFORMATION PROVIDERS TO THE THANK YOU CARD PROGRAM OR THE SITE FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, DIRECT, INCIDENTAL, CONSEQUENTIAL, EXEMPLARY AND INDIRECT DAMAGES), AND REASONABLE ATTORNEYS' FEES, RESULTING FROM OR ARISING OUT OF YOUR ACCESS OR USE OF, OR INABILITY TO ACCESS OR USE, THE THANK YOU CARD OR THE SITE, ANY SERVICE PROVIDED OR RENDERED BY BASHAS' IN CONJUNCTION WITH YOUR USE OF THE THANK YOU CARD OR THE SITE, OR ANY VIOLATION BY YOU OF THIS POLICY.

**Children:** Parents should always supervise their children while online. The Thank You Card program and Bashas' website are not designed nor intended to collect personal information from children under the age of thirteen (13). So that we may comply with the Children's Online Privacy Protection Act, we ask that children under the age of thirteen (13) not provide any personal information on this website. If you are a parent or legal guardian of a child under the age of thirteen (13) and believe he or she has disclosed personally identifiable information to Bashas', please contact us immediately. A parent or legal guardian of a child under the age of thirteen (13) may review and request deletion of a child's personally identifiable information and prohibit its use.

**Changes in this Policy:** We reserve the right to change or modify this Policy at any time and for any reason. We will notify you of any changes to this Policy by posting the modified version here and indicating the date it was last modified. Please review this Policy periodically to view the latest version.

**Contact Us:** If you have any other questions or concerns, please feel free to contact us at:

By Mail: □Bashas'Inc. □Attn: Merchandising Dept. □P.O. Box 448 □Chandler, Arizona 85448

By Telephone (480-895-9350)

By Email: Rjohnson@Bashas.com

*This Policy was last modified on March 19, 2014.*