

Food Bazaar Rewards Program Terms and Conditions

Food Bazaar's Rewards Program is a rewards program operated by Bogopa Service Corp. DBA Food Bazaar Supermarket ("Food Bazaar" or "we" or "us"). The Rewards Program lets you earn rewards by making qualifying purchases or redeeming offers and promotions at certain retail locations operated by Bogopa Service Corp dba Food Bazaar Supermarket. By purchasing, redeeming or attempting to redeem Rewards or accessing your Rewards Account you agree to the following terms and conditions (the "Terms and Conditions").

The Rewards Program may include a variety of reward and incentive programs, such as (i) points awarded for past purchases that may be used for discounted purchases in the future or to collect prizes, (ii) coupons that can be redeemed when you present your Rewards Account at the time of purchase, (iii) special offers provided by Food Bazaar vendors and other third parties to you, and (iv) special offers extended only to participants in the Rewards Program. Food Bazaar may add or remove any specific reward and incentive program from the Rewards Program without notice to you. Food Bazaar may terminate any incentive program, or portion thereof, and cancel all previously awarded points, rewards, offers, or incentives of any kind associated with that program, in its sole and absolute discretion, and without notice or reimbursement to you.

Food Bazaar Supermarket reserves the right to exclude certain products and services from the Rewards Program. For example, Food Bazaar may exclude items such as tobacco, alcohol, lottery tickets or cards, cash back, gift cards, money orders, bottle deposits, postage stamp sales, prescription medications, fees, taxes and any other items prohibited by law. Food Bazaar may alter its list of excluded items from time to time without notice to you.

You acknowledge that you do not own the Rewards Account. We are not responsible for a lost, damaged or stolen Rewards Card, and it will not be replaced; provided, however, that if you lose your Rewards Card we may provide a new account for you to link to your Rewards Account. You are liable for any transaction in which your Rewards Account is used to redeem points or rewards or to use special offers, even if you did not approve it, and you will not be refunded any rewards or any special offers on the Rewards Account that are used by someone else in possession of your Rewards Account. Similarly, it is your responsibility to maintain the secrecy and security of your Rewards Account, and if someone accesses it using your account information to redeem rewards or offers, you will not be refunded any such rewards or discounts.

A Rewards Account cannot be redeemed for cash or returned for a cash refund. Food Bazaar is not obligated to redeem any points, discounts, offers, or other incentives awarded to your Rewards Account for cash or any cash equivalent. None of the incentives awarded to your Rewards Account constitute your property or give you any rights against Food Bazaar for property or cash. A Rewards Account cannot be used to purchase gift cards. We will not give cash advances on a Rewards Account.

Redeemable rewards or offers assigned to your Rewards Account should be used within 6 months from the date of the award from Food Bazaar, unless an earlier expiration date is stated for the reward or offer. **We reserve the right to expire your reward points, rewards and discounts due to inactivity for over 6 months.** The Rewards Account and rewards or offers made as part of the Rewards Program may not be transferred by operation of law, such as by inheritance, in bankruptcy, or in connection with a divorce.

Food Bazaar is a New York corporation, and by using a Rewards Account you agree that the laws of the state of New York, without regard to principles of conflict of laws, will govern these Terms and Conditions and your use of the Rewards Account.

We reserve the right to close a Rewards Account or to refuse to honor or redeem a Rewards or any incentive granted to either of the foregoing, if we believe either was fraudulently or inappropriately obtained by you or fraudulently or inappropriately redeemed by you.

Except as expressly set forth herein, you may not sell, assign or transfer your Rewards Account, or any rewards or offers that you receive, or any of your rights or obligations under these Terms, whether by operation of law or otherwise. We may sell, transfer, or assign the Rewards Program, these Terms, or your Reward Account, in whole or in part, at any time, without notice to you. If we make such an assignment, the sole responsibility for the matters assigned, including any obligations to you, will lie with the party to which we make the assignment, and we will be released from any responsibilities or obligations.

We reserve the right to change these Terms and Conditions from time to time in our discretion and without providing notice. All Terms and Conditions are applicable to the extent permitted by law. The Terms and Conditions will be made available via our website, and any change to the Terms and Conditions posted there will be deemed accepted by you upon your next use of a Rewards Account. Such changes may affect rewards or discounts already received, including the opportunity to use such rewards or discounts. Modifications to these Terms are effective immediately when posted. If you do not agree to be bound by the modified Terms, your only recourse is to cancel your membership.

You hereby grant Food Bazaar the right to monitor your Rewards Account activity. We have the right to take any necessary legal action based on fraud, abuse, or suspicious activity in connection with your Rewards Account or any of your activities relating to Food Bazaar, and you agree to cooperate with any such action or investigation. If you are engaged in such activity, you may be liable for monetary losses, including litigation and/or arbitration costs and damages. This section shall survive the termination of your Rewards Account.

FOOD BAZAAR MAKES NO GUARANTIES, REPRESENTATIONS, OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE REWARDS PROGRAM, OR THE REWARDS ACCOUNT, INCLUDING WITHOUT LIMITATION, ANY EXPRESS OR

IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

The Rewards Program is also subject to all of the other policies, terms, and conditions established by Food Bazaar, including the general Terms of Use, the Privacy Policy, and other policies established by Food Bazaar from time to time.

We reserve the right to terminate your Rewards Account at any time, or to modify or restrict your ability to use rewards or discounts, immediately and without notice. We may do so for any reason, or no reason at all, including, but not limited to: if you violate these Terms, if you do not earn or use any rewards for one or more years, if we determine that you are using your Rewards Account for resale purposes, or if you act in a manner that is inconsistent with applicable laws or regulations. If we terminate your Rewards Account, any rewards, discounts, or other offers in your Rewards Account will immediately be voided and cannot be used.

We may terminate or suspend the entire Rewards Program at any time, in our sole discretion.

Last revised in January 2019