

Big Lots Gift Card Terms and Conditions

Last Updated: September 14, 2020

The following Big Lots Gift Card Terms and Conditions (this "Agreement") describes the terms and conditions that apply to use of Big Lots gift cards and Big Lots in-store credits (each a "Card" and collectively, the "Cards"). This Agreement is between you ("you," "your" or the "Cardholder") and Big Lots Stores, Inc. ("Issuer"). By purchasing, using, or accepting your Card, you agree to be bound by this Agreement and comply with all applicable laws, rules and regulations. If you do not agree with any term of this Agreement, do not purchase, use or accept a Card. **IMPORTANT: THIS AGREEMENT INCLUDES RESOLUTION OF DISPUTES BY ARBITRATION INSTEAD OF IN COURT AND INCLUDES A CLASS ACTION WAIVER.**

- 1. About Your Card.** The Cards are issued by Issuer. Issuer is responsible for the operation and maintenance of the Card program. Issuer is the sole legal obligor to the Cardholder; provided, however, that Issuer may assign its obligations with respect to a Card at any time, in which case such assignee shall become the Issuer and sole legal obligor to the Cardholder. Issuer's parents, subsidiaries, and other affiliates (the "Issuer Parties") bear no responsibility or liability for the Cards, and you hereby knowingly release the Issuer Parties from any and all liability or claims of any nature whatsoever arising in connection with the Cards. A Card is valid only if obtained at a Big Lots store or biglots.com, from Big Lots Stores, Inc. or its assigns, or at or from an authorized third-party distributor. A Card is not valid and will not be honored, and Issuer will not be liable, if obtained from unauthorized sellers or resellers, including through Internet auction sites. Unless authorized by Issuer, resale of the Cards is prohibited.
- 2. Balance Inquiry.** For balance inquiries, log onto www.giftcardorder.net/biglots or call 1-888-892-3813. The balance you see online or receive when inquiring over the telephone is an estimate only. In most cases, the balance is adjusted immediately when you make a purchase, but there may be occasions when the balance adjustment is delayed.
- 3. Expiration/Deactivation.** Cards do not expire. No fees for inactivity or service fees apply. Issuer reserves the right to refuse to honor any Card in the event of a disputed credit card charge, bounced check, or other failure of consideration.
- 4. Redemption.** Cards may only be redeemed toward the purchase of eligible merchandise or services at Big Lots stores or biglots.com. Cards are not debit or credit cards and no warranties apply. Cards may not be exchanged for cash or returned for cash or credit, and no change will be given for any remaining Card value, except as required by law. Cards are not redeemable to purchase a gift card, combine into a combined balance on one or more new Cards, or toward previously purchased merchandise or services. Purchases, including any applicable taxes and other fees that may apply to a purchase, will be deducted from the Card amount until the value reaches zero.
- 5. Reloadable.** Cards may not be reloaded with value.
- 6. No Refunds.** No refunds are permitted with respect to Cards.
- 7. Lost, Damaged Or Stolen Card.** Lost, stolen, or damaged Cards may be cancelled and replaced with a new Card in the amount of the then remaining balance upon delivery of the original sales receipt or other proof of purchase deemed reasonable by Issuer or its assigns.
- 8. Altered Or Defaced Cards.** Cards will be void if altered, tampered with, or defaced.

9. DISPUTES/MANDATORY ARBITRATION; GOVERNING LAW; JURY WAIVER & JURISDICTION.

A. Disputes.

Except as specifically stated herein, and to the fullest extent permitted by applicable law, you agree that any disputes, actions, and claims relating to your use of the Cards and all matters arising out of or related to this Agreement (collectively "Disputes" or a "Dispute") shall be resolved exclusively by final binding arbitration, except that you may assert claims in small claims court in the county of your residence or in Columbus, Ohio, if your claims qualify. Arbitration is a method of dispute resolution whereby an independent third party is hired by the parties to hear evidence from both sides and decide the outcome of the dispute. No judge or jury is involved. An arbitrator can award many of the same kinds of damages as a court, but the arbitration rules are different. The arbitration will be conducted by the American Arbitration Association ("AAA") under its rules, including the AAA's Consumer Arbitration Rules. All of the AAA's rules are available at <https://www.adr.org/>, and the rules governing consumer disputes are available at <https://www.adr.org/consumer>. The AAA's rules, including the rules governing consumer disputes, are also available by calling 1-800-778-7879. You may initiate arbitration by utilizing the forms available on www.adr.org. If you have any difficulty initiating arbitration, you may call the AAA at 1-800-778-7879. You and Issuer are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this Section 9). The provisions of this Section 9 constitute your and Issuer's written agreement for resolving Disputes, including the agreement to arbitrate Disputes under the Federal Arbitration Act ("Dispute Agreement"). The Dispute Agreement extends to claims that you assert against Issuer and the Issuer Parties. The most current version of this Dispute Agreement in effect when any Dispute arises shall govern resolution of any Dispute.

Payment of all filing, administration, and arbitrator fees ("Arbitration Fees") will be governed by the AAA's rules. You agree to commence arbitration only in your county of residence or in Columbus, Ohio. Issuer will reimburse to you Arbitration Fees you paid for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. The arbitration will be conducted based on written submissions unless you request a phone or in-person hearing, or the arbitrator determines that a phone or in-person hearing is necessary. The arbitrator may only award those damages and relief as a court could, and must follow the terms and conditions of this Agreement and the Dispute Agreement.

B. Governing Law.

You agree that all Disputes will be governed by the Federal Arbitration Act (FAA), applicable federal law, and laws of the State of Ohio, without regard to conflicts of law principles.

C. No Class Action Matters.

You and Issuer each agree that resolution of any Disputes, whether in court or in arbitration, will be conducted and resolved only on an individual basis and not in a class, consolidated, or representative action, and that any relief awarded, including equitable relief, shall only be awarded on an individual basis.

D. Equitable Relief.

Notwithstanding anything to the contrary herein, you or Issuer may bring a suit in court to seek an injunction, a declaratory judgment, or other equitable relief, which will remain in effect until a final award is made in the arbitration.

E. Choice of Law and Forum for Court Proceedings.

If for any reason a Dispute proceeds in court, other than for Disputes brought in a small claims court for qualifying claims, you and Issuer agree: (i) that any such Dispute may only be brought

in a state or federal court in Columbus, Ohio, to be governed by the FAA, applicable federal law, and the laws of Ohio, without regard to conflict of law principles; and (ii) to further irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts in Columbus, Ohio.

F. No Jury Trial.

If for any reason a Dispute proceeds in court, other than for Disputes brought in a small claims court for qualifying claims, you and Issuer agree, to the fullest extent permitted by applicable law, to waive any right to a trial by jury. That means that the case will be decided by the judge who will hear the evidence and render a verdict, not by a jury.

G. Severability.

With the exception of Section 9(C), if any part of this Section 9 is ruled to be unenforceable for any reason, then the remaining provisions of Section 9 shall remain in force as if any portion ruled unenforceable were not included in this Section 9. If Section 9(C) is ruled to be unenforceable for any reason, then Section 9(A) shall no longer be enforceable, but the remainder of this Section 9 shall remain in effect.

- 10. Disclaimer Of Warranties & Limitation Of Liability.** ISSUER AND THE ISSUER PARTIES MAKE NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO CARDS INCLUDING, WITHOUT LIMITATION, ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. YOUR SOLE REMEDY, AND ISSUER'S SOLE LIABILITY, WITH RESPECT TO A CARD SHALL BE THE REPLACEMENT OF SUCH CARD IN THE AMOUNT OF ITS THEN CURRENT BALANCE. CERTAIN STATE LAWS DO NOT ALLOW LIMITATIONS ON IMPLIED WARRANTIES OR THE EXCLUSION OR LIMITATION OR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU.
- 11. Changes To Agreement.** Issuer reserves the right to change this Agreement from time to time in its discretion, which changes Issuer may provide to you by any reasonable means, including without limitation, by posting the revised version of this Agreement at www.biglots.com/giftcards.
- 12. Fraud.** Issuer reserves the right to refuse to honor or replace a Card where Issuer suspects that the Card was obtained fraudulently, or that you altered, tampered with, or defaced the card with the intent to defraud.
- 13. Indemnity.** You agree to defend, indemnify, and hold harmless Issuer, the Issuer Parties, and their respective employees, directors, officers, agents and shareholders, from and against any claims, suits, investigations, inquires, liabilities, losses, damages, costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, made against or incurred by any of them in connection with: (i) your purchase, use or acceptance of a Card in violation of the terms of this Agreement or applicable law; or (ii) your breach of this Agreement.