

smart rewards



TERMS AND CONDITIONS

Smart Rewards Terms & Conditions

- Any person's use of a Smart Rewards card, enrollment in the Smart Rewards program or use of this website, constitutes accepting all the terms and conditions stated here.
- Market Street reserves the right to change the terms and conditions for participation, points and rewards, and benefits for the Smart Rewards program at any time without notice, liability or obligation to program participants.



Smart Rewards Program Eligibility

- Currently, Smart Rewards is only available at Market Street stores located in the Dallas/Fort Worth area.
 - All DFW Market Street® guests are eligible to enroll in store for the Smart Rewards program. Once they do, they can use their Smart Rewards cards, tag or alternate ID to earn points toward Smart Rewards ("Rewards").
- Smart Rewards points can be earned on qualifying purchases beginning June 21, 2011, and until otherwise notified by Market Street.
- There is no cost to join Smart Rewards.
- DFW Team Members of Market Street are eligible to participate in Smart Rewards.
- You may cancel your Smart Rewards participation at any time by contacting Market Street Guest Services toll free at 1-855-762-7880 or via e-mail at guestservices@unitedtexas.com.

Points & Rewards

- Guests can begin earning points as soon as they enroll and use their Smart Rewards card for the purchase of eligible products.
- Guests using a Smart Rewards card 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.
- Each time a guest accumulates 500 points, they will earn one of the following Rewards, which can be redeemed on any future purchase within 120 days from issuance:
 - \$5 Savings Reward Credit applied to account
 - \$.25 per gallon Fuel Reward Discount applied to account (valid up to a maximum of 20 gallons in a single transaction)
- Upon enrollment, all members will default to the \$5 Savings Reward type. At any time they may log-on to their member profile page on the web and change their Reward type to Fuel Discount, or a third reward option, if one is available. Any change in Reward type should be effective within 24 hours of being made for any future rewards. It does not change the Reward type for any Rewards already earned that have not been redeemed.
- Purchases such as beer, wine and tobacco cannot be rewarded under Texas law, meaning Rewards cannot be redeemed on these purchases. Also, Market Street reserves the right to exclude additional items at any time during the program.
- 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:
 - Fuel
 - Gift Cards
 - Tobacco
 - Federal, state and local taxes
 - Money orders and funds transfers
 - Utility payments and comparable items and transactions
 - Returns, credits and refunds
 - Coupons, discounts and other promotional offers
 - Postage stamps

- Points are earned on purchases made at Dallas/Fort Worth-area Market Street® 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.
- Guests who have created an online account may check their points at any time by logging on at www.marketstreetunited.com
- If a guest does not have a Smart Rewards card or key tag at the time of purchase, they can use an alternate ID phone number that they provided at enrollment.
- 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
Attn: Smart Rewards
7830 Orlando Avenue
Lubbock, TX 79423

- United Supermarkets, L.L.C., will always endeavor to provide proper point values for your purchases and will try to correct any reasonable errors, but cannot be responsible for all possible errors. United Supermarkets, L.L.C., will have no liability for failure, delay or error in crediting points to your Smart Rewards account.
- Rewards have no cash value and must be redeemed toward a minimum purchase of \$5 at any DFW Market Street. All Rewards expire 120 days from the date they are issued.

Rewards Notice & Claim

- United Supermarkets, L.L.C., is not responsible for lost, stolen or unused Smart Rewards cards or lost or stolen or unused Rewards.

Communications

- By enrolling in Smart Rewards or registering your Smart Rewards card online, you agree that United Supermarkets, L.L.C., may send you e-mailed communications related to Market Street® and Smart Rewards.
- You may discontinue promotional e-mail communications at any time by opting out as instructed on any received email or by
 - Updating your profile online at www.marketstreetunited.com
 - Emailing guest services at guestservices@unitedtexas.com
 - Contacting Smart Rewards guest services toll free at 1-855-762-7880,
- Discontinuation of promotional e-mail communications may result in the loss of promotional discounts and offers related to the Smart Rewards program.
- Member personal information will be held in accordance with Market Street's Privacy Policy, which can be found by visiting www.marketstreetunited.com.

Changes in Terms & Conditions

- United Supermarkets, L.L.C., reserves the right to change the terms and conditions for participation, points, rewards, and benefits for the Smart Rewards program at any time without notice, liability or obligation to program participants.
- United Supermarkets, L.L.C., reserves the right to terminate the Smart Rewards program at any time for any reason without any further obligation to participants.
- United Supermarkets, L.L.C., reserves the right to change or cancel any reward, including increasing or decreasing the points required to earn a reward.
- United Supermarkets, L.L.C., 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 Smart Rewards card, account or the website, www.marketstreetunited.com/rewards is in violation of these terms and conditions and may result in cancellation of the Smart Rewards card and account and loss of any or all points or rewards earned.
- The failure of United Supermarkets, L.L.C. to enforce any particular term or condition does not constitute a waiver of the term or condition and United Supermarkets, L.L.C. may enforce