

**Simmons Company Store  
True Blue Loyalty Program  
Terms and Conditions**

Last Updated: [September 29, 2022 / LB]

**PLEASE READ THE FOLLOWING CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US. NO CLASS OR REPRESENTATIVE ACTIONS OR ARBITRATIONS ARE ALLOWED UNDER THIS ARBITRATION PROVISION. IN ADDITION, ARBITRATION PRECLUDES YOU FROM SUING IN COURT OR HAVING A JURY TRIAL.**

## **ACCEPTANCE OF TERMS**

By participating in the True Blue Loyalty Program (“the Program”), Team Member agrees to the terms and conditions, rules, regulations, policies and procedures of the Program, including, without limitation, these Terms and Conditions and the provisions below dealing with mandatory arbitration of all disputes on an individual (i.e., non-class action) basis. Each Team Member is responsible for remaining knowledgeable about the Program Terms and Conditions. Simmons Prepared Foods, Inc. & Affiliates (“Company”) reserves the right to disqualify Team Members who have violated any of the Program Terms and Conditions.

## **COMPANY’S RIGHT TO CHANGE/CANCEL PROGRAM AND/OR TERMS**

Company may, at its discretion, alter, limit, or modify the Program structure or any other feature of the Program including but not limited to the tiers and Points (defined below) under the Program; how Rewards (defined below) are earned, calculated or redeemed; or the expiration date of Points or Rewards. Company reserves the right to change or modify these Terms and Conditions or terminate the Program at any time, for any reason, without prior notice. Company will post any additional Program details and updates to Program (including these Terms and Conditions) here and then update the “Last Updated” date above. Company may also email you about any such changes. Your continued participation in the Program will confirm your acceptance of such changes.

## **PROGRAM ELIGIBILITY**

The Program is open to Simmons Team Members who are at least 18 years of age and located in the 50 United States and District of Columbia. It is free to join (no initial purchase is required to do so). Membership is limited to individuals only and is limited to one account per individual.

## **PROGRAM ENROLLMENT**

Individuals can enroll by creating an account with the Simmons Company Store. An enrolling Team Member must provide complete and accurate enrollment information. Company reserves the right to refuse membership to any Team Member who does not follow

the enrollment procedures. Company may choose to offer sign-up incentives and enrollment promotions from time to time. Team Member should promptly advise Company of any changes to their personal account contact information such as name, address, telephone number(s) and/or e-mail address, by visiting and updating their Program account on the Simmons Company Store website.

## PROGRAM COMMUNICATIONS

Unless Team Member has opted out of receiving marketing communications, Company may (at its option) communicate with Team Members about marketing via the mySimmons app, email and other channels, including about special promotions, offers and more. Company may also use these channels to notify Team Member when they are eligible for a Reward (defined below), communicate Program changes and more. Please note that even if you opt out of receiving marketing or promotional communications, Company may continue to send you non-marketing or non-promotional emails, such as those about your account or our ongoing business relations.

## EARNING POINTS

Team Members will receive rewards points (“Points”) on their account through Eligible Purchases (defined below) and participation in other special programs and promotional offers that may be announced by Company or its third-party partners from time to time. Points will never be offered by Simmons for hours worked; as a performance or production-based incentive, as a bonus, or other type of remuneration for services rendered, unless specifically excluded from the definition of “regular rate” under federal law. Simmons will never offer Points as wages. Additional terms, requirements, and details for earning Points follow.

**Eligible Purchases:** Purchases of apparel and merchandise (after promotional offers have been applied, minus returns, refunds or credit adjustments, rounded to the nearest dollar) made through the Simmons Company Store (“Eligible Purchases”) count toward Team Member’s Point accrual.

- Unless otherwise stated by Company in a promotional offer, Team Members will receive two Points for each one dollar (\$1 USD) of Eligible Purchases through the Simmons Company Store (in all instances, number of Points earned subject to change; check back here for details).
- **Exclusions from Eligible Purchases:** Points will not be awarded for purchase of discounted items. Points will not be awarded on unauthorized or fraudulent purchases. The amount of a purchase made with gift cards and/or Rewards under the Program as the method of payment will not be applied to Team Member Point accrual. Points will not be awarded if, in Company’s reasonable opinion, the merchandise or services purchased will be used for resale or commercial use and any Points awarded on such purchases will be forfeited. Additional items may be excluded from Point and Rewards accumulation at the sole discretion of Company.
- **Email Address:** A current, valid email address is required for a Team Member to participate in and receive Points in connection with the Program. Team Members must notify Company of a change of email address by updating Member account information online as described in “Membership Enrollment” above.
- **Identification at Transaction:** Team Members must identify themselves with their applicable employee code and number at checkout to receive credit for Eligible Purchases made through the Simmons Company Store.
- **Processing of Points:** Points accumulated through Eligible Purchases will be processed and awarded to the Team Member’s account within two weeks of a completed payroll deduction.

- **Promotional Offers:** Other special programs and promotional offers for earning Points may be made by Company, its agents or third-party partners from time to time in Company's discretion. Such offers will also be subject to the terms and conditions specified in the promotional offer.
- **Point Balance:** Team Members may view their Point balance at any time by visiting their Team Member Company Store account page.

## RETURNS

Merchandise returns must be made in accordance with Company's return policy available at <https://apparel.simmonsfoods.com/faq>. Upon the return of an item accepted by Company, the spend amount and Points applied to the Team Member's account for the original purchase will be deducted from that Team Member's account as the Points are forfeited with the returned merchandise. For purchases made by redeeming Rewards, if the merchandise is returned, the Rewards will be returned.

## PROGRAM INCENTIVES AND DETAILS

In addition to any other requirement and/or limitation that may be communicated to Team Members at the time an incentive is offered, the following will apply (provided the current advertised tier requirements are met):

- **Earn Points for downloading the mySimmons app. Team Members will earn 150 points the first time they download the mySimmons app. Team Members can earn this one time.**

## REDEEMING POINTS

Points will accumulate toward rewards, the means by which will be described in these Terms and Conditions and/or related promotional offers. Earned Points are converted into promotional redemption rewards dollars ("Rewards") as follows: 200 points = \$10 in Rewards. Once 200 Points are earned, \$10 in Rewards will be issued and 200 Points will automatically be deducted from Team Member's account. Team Member may redeem their Rewards when purchasing items from the Simmons Company Store. If Team Member elects to redeem their Rewards, the value of the Rewards will be deducted from the total price of the Team Member's purchase of items from the Simmons Company Store. **Points and Rewards will expire as set forth below.**

Rewards are solely promotional and will not be paid out in cash or store credit. Company may, at any time and without notice, change the Points earning and redemption procedures and offerings, including the conversion rate between Points and Rewards.

Rewards may only be redeemed once.

Rewards may not be applied to the purchase of gift cards.

To the extent allowed by applicable law, we may cancel any accumulated Points if we become insolvent, unable to pay our debts when due, file an action under the U.S. Bankruptcy Code or have such an action filed against us.

## **EXPIRATION OF POINTS**

Points that are not converted to Rewards do not expire. Upon termination of employment, a Team Member's points will be forfeited.

## **RIGHT TO REVOKE**

Company reserves the right to revoke the membership of any Team Member in the Program and/or revoke any or all rewards the Team Member may be entitled to, if in the sole opinion of Company, a Team Member abuses any of the Program privileges, fraudulently uses the Program, fails to comply with these Terms and Conditions or otherwise earns rewards through deception, forgery and/or fraud. In the event that Company cancels your membership or terminates the Program for any reason, all Points or Rewards earned on your Member account will be forfeited.

## **OPT OUT**

Your participation in the Program is voluntary and you may withdraw at any time by contacting us at [getswag@simfoods.com](mailto:getswag@simfoods.com). In the event that you opt-out of the Program, you will not be able to access your Points or rewards earned on your Team Member account.

## **NO TRANSFER**

Neither Program rewards nor Team Member accounts may be merged, transferred, purchased, sold, assigned, auctioned or traded, including, without limitation, by death or as part of a domestic relations matter. Doing so will void the Team Member account. Program Points and/or Rewards have no cash value and are not exchangeable for cash.

## **GOVERNING LAW**

These Terms and Conditions, the relationship between you and the Company, and Company's Loyalty Program, shall be governed by the laws of the State of Arkansas, USA, without regard to its conflicts of laws provisions.

## **MANDATORY ARBITRATION OF ALL DISPUTES. NO CLASS ACTIONS**

ANY DISPUTE RELATING IN ANY WAY TO THESE TERMS AND CONDITIONS OR COMPANY'S PROGRAM, INCLUDING CLAIMS BASED ON STATE OR FEDERAL STATUTES, SHALL BE SUBMITTED TO CONFIDENTIAL ARBITRATION IN BENTON COUNTY, ARKANSAS. SUCH PROCEEDINGS SHALL BE CONDUCTED UNDER THE CONSUMER ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. AS LIMITED BY THE FAA, THESE TERMS AND THE AMERICAN ARBITRATION RULES, THE ARBITRATOR WILL HAVE EXCLUSIVE AUTHORITY TO MAKE ALL PROCEDURAL AND SUBSTANTIVE DECISIONS REGARDING ANY DISPUTE AND TO GRANT ANY REMEDY THAT WOULD OTHERWISE BE AVAILABLE IN COURT, INCLUDING THE POWER TO DETERMINE THE QUESTION OF ARBITRABILITY, THE ARBITRATOR'S AWARD SHALL BE BINDING AND FINAL AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF COMPETENT JURISDICTION. UNDER THIS AGREEMENT, COMPANY AND TEAM MEMBER UNDERSTAND AND AGREE THAT THEY ARE GIVING UP THEIR RIGHT TO A COURT OR JURY TRIAL. COMPANY AND TEAM MEMBER FURTHER AGREE THAT ANY

DISPUTE RESOLUTION PROCEEDINGS WILL BE CONDUCTED ONLY ON AN INDIVIDUAL BASIS AND NOT IN A CLASS, CONSOLIDATED OR REPRESENTATIVE ACTION. THIS PROVISION SHALL NOT APPLY IF EITHER YOU OR COMPANY HAS IN ANY MANNER VIOLATED OR THREATENED TO VIOLATE ANY INTELLECTUAL PROPERTY RIGHTS HELD BY THE OTHER, IN WHICH CASE EITHER MAY SEEK INJUNCTIVE OR OTHER APPROPRIATE RELIEF IN ANY STATE OR FEDERAL COURT IN THE STATE OF ARKANSAS. TEAM MEMBER CONSENTS TO EXCLUSIVE JURISDICTION AND VENUE IN THESE COURTS.

## **LIMITATION ON DAMAGES; OTHER LIMITATIONS**

To the fullest extent permissible under applicable law, Company is not responsible or liable for any direct, indirect, incidental, consequential, or any other damages under any contract, negligence, strict liability or other theory arising out of or relating in any way, directly or indirectly, to Team Members' participation in the Program. This applies even if foreseeable or even if Company has been advised of the possibility of such damages. In New Jersey, this limitation applies only to claims based on breach of warranty.

Company is not responsible for (a) any loss or misdirection of, or delay in receiving, any application, redemption requests, Points, or Rewards; (b) theft or unauthorized redemption of Points or Rewards, or use of Points or Rewards; (c) any acts or omissions of third parties; or (d) any errors made or published in relation to the Program, including, without limitation, any pricing or typographical errors, errors of description, and errors in the adding, subtracting, crediting, and/or debiting of Points or Rewards to/from Team Member accounts. Company reserves the right to correct (with or without notice) any such errors.

## **INTELLECTUAL PROPERTY**

All Program design, text, graphics, logos, images, titles, phrases and product names and the copyrights, trademarks, service marks, trade dress and/or other intellectual property in such materials (collectively, "Company Intellectual Property") are owned by Company.

## **QUESTIONS**

For all questions about the Program or your Team Member account, please contact us at [getswag@simfoods.com](mailto:getswag@simfoods.com).