

Terms and Conditions

Effective as of November 19, 2013.

Welcome to the **yes** Rewards Program, owned and operated by Family Fare, LLC and its subsidiaries (collectively, "**Family Fare**"). Family Fare operates the following stores: D&W Fresh Market, Family Fare Supermarkets, Glen's Markets, Glen's Fresh Market, Valu Land, VG's Grocery, and VG's Fresh Market, the Quick Stop Fuel Centers associated with these stores, and Xpress Mart.

These **yes** Rewards Program Terms and Conditions ("**Agreement**") govern your participation in the **yes** Rewards Program. Sections 13 through 21 of this Agreement govern your use of the websites yes.spartanstore.com and cart2kitchen.com (the "Site"). You agree to be bound by this Agreement, as it is amended from time to time, when you open your yes Rewards Account and use your yes Rewards Card. In this Agreement "**you**" and "**your**" refers to each customer who opens a yes Rewards Account, "**We**," "**us**," and "**our**" refers to Family Fare and the stores participating in the yes Rewards Program.

1. Participating Stores. The following stores participate in the **yes** Rewards Program:

- all D&W Fresh Market stores
- all Family Fare Supermarkets stores
- all Glen's Markets stores
- all Glen's Fresh Market stores
- all VG's Grocery stores
- all VG's Fresh Market stores
- all Quick Stop Fuel Centers associated with these participating stores

2. Program Description. The yes Rewards Program offers participating customers in-store savings on identified products sold at participating stores. We may also offer participating yes Rewards Customers with other promotions, benefits, and rewards for shopping at participating stores from time to time. Your yes Rewards Card and yes Rewards Account are not assignable.

3. Requesting a yes Rewards Card. You may enroll in the yes Rewards Program and register to obtain your yes Rewards Card in a number of ways:

- at the check-out or at the Customer Service Counter at any participating store.
- online at myyesrewards.com.
- Clicking on the "Visit yes Rewards" link on a participating store's website:
 - www.shopdwfreshmarket.com
 - www.shopglens.com
 - www.shopglensfreshmarket.com.
 - www.shopvgs.com
 - www.shopvgsfreshmarket.com
 - www.shopfamilyfare.com
- Following the "My yes Rewards" link on the spartannash.com website

If you enroll online, you will be asked to designate a store where you may pick up your yes Rewards Card at the store's Customer Service Counter.

You must be at least 18 years of age to have a **yes** Rewards Account. 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 yes Rewards Program, you may request at the Customer Service Counter that we issue him or her a yes Rewards Card that accesses your account. You will be responsible for the use of the card by that person. The Program is open to individuals only and may not be used by companies, businesses, charities, corporations, partnerships or any other entity.

To obtain the available in-store savings and to participate in other promotions and benefits we offer at participating stores as part of the yes Rewards Program, you must present your yes Rewards Card or provide us with your phone number as it appears in your yes Rewards Account information at check out. A yes Rewards Card is not required to receive savings advertised and most in-store special discounts at the Glen's Markets stores at Chum's Corner and 8th Street in Traverse City, Manistee, Charlevoix and Petoskey. The yes Rewards card is the property of Family Fare. You agree to return your yes Rewards Card to us at our request. If you fail to present your yes Rewards Card or provide us your phone number at check out, you will not be able to receive in-store savings (with the exception of the following Glen's Markets stores: Chum's Corner and 8th Street in Traverse City, Manistee, Charlevoix and Petoskey) and we will not be able to retroactively allow you do so for that transaction.

4. Linking Cards. yes Rewards Cards can be linked to a single yes Rewards Account. Family Fare will automatically link yes Rewards Cards at the household level based on a combination of last name and address. We will select a member of your household to designate as the "primary shopper." In addition, any two or more customers with yes Rewards Cards, regardless of whether they are in the same household, can request at a participating store's Customer Service Desk that their yes Rewards Cards be linked. To do this, the cardholders must be present and provide a picture ID and identify which cardholder will be considered the "primary shopper." All transaction history attributable to each of the linked accounts will be linked to the primary shopper's account and may be viewed by any cardholder linked to that account. But, your account may only be in one linked relationship.

Any cardholder whose account is linked to another yes Rewards Card may at any time request at a participating store's Customer Service Desk that his or her card be unlinked from the other card(s). If the primary shopper is delinked from the linked account, we will designate another primary shopper for the linked account.

Customers who request to link or unlink their cards must allow us up to 3 Business Days to implement the request. For purposes of this Agreement, a "Business Day" is any day from Monday through Friday that a majority of the participating stores are open for business.

5. yes Rewards Points Program.

- A. All points accumulated under the yes Rewards Program:** Prior to October 13, 2013, the yes Rewards Program offered participating customers the opportunity to earn points by making qualified purchases and to exchange those points for qualifying merchandise at participating stores. As of October 13, 2013, points can no longer be earned. Points that were earned by participating customers prior to October 13, 2013, can still be used to obtain discounts on identified products sold at participating stores through December 27, 2013. As of December 28, 2013, all unused points that you earned in the yes Rewards Program will expire and will be deleted from your account.
- B.** Until your yes Rewards points expire, they are subject to the following terms and conditions:
- a. Points that were earned by a person with a linked account may be used by any customer linked to that account.
 - b. If customers with linked accounts choose to delink their cards, the points in the linked account will be divided as follows: (a) as agreed by all of the customers in the linked relationship if they appear together at our Customer Service Desk; (b) if the customers in the linked relationship do not agree on the division of points, the delinked cardholder will be credited with his or her proportional amount of the points in the linked account determined by dividing the total number of points in the linked account at the time of delinking (regardless of who in the linked relationship earned the points) by the number of cardholders whose cards were linked together before the cardholder was delinked.
 - c. If someone uses your yes Rewards Card, or a yes Rewards Card to which your card is linked, to redeem points without your authority, we will not be responsible, and will not credit your account for the redeemed points.

6. Account Records. Until such points expire as explained in section 5 above, or elsewhere, in this Agreement, the total number of points indicated in our records will be deemed to be correct unless you can demonstrate to our sole satisfaction that the number of points is incorrect. If we determine that your yes Rewards Card Account was improperly credited with points in excess of the amount actually earned, we may correct the error at any time. Even before all points expire on December 28, 2013, we may refuse to honor your points in your yes Rewards Account if

we cannot confirm that they were properly issued or obtained.

7. Keeping Information Current. You agree to submit and maintain accurate and current user information in connection with your **yes Rewards Program Account**. Such information includes name, address, email address, and telephone number. You can update your account information by (i) accessing your account through the myyesrewards.com website (ii) requesting an update at the Customer Service Counter at any participating store or (iii) calling us at 888-880-9371. For security reasons, we cannot accept changes by mail or e-mail.

8. Security of your yes Rewards Cards Account. You are solely responsible for the security of your yes Rewards Card and your username and password to access your yes Rewards Card Account online. We will not be responsible for any unauthorized access to your account. You should not share your card or your username and password with anyone. If your yes Rewards Card, or a yes Rewards Card to which your card is linked, is lost or stolen, notify us as soon as possible at any participating store's Customer Service Counter or by calling us at 888-880-9371 so we can close your account and open a new account in your name. We are not responsible for verifying the identity of persons using your yes Rewards Card or accessing your yes Rewards Card Account.

9. Privacy. At Family Fare we value the privacy of our customers. We do not sell or share your Personal Information to any third party outside Family Fare, except as provided in this Agreement.

A. Information that We Collect About You. We may collect information about you in order to conduct our business and to provide products, services and other opportunities to our customers and website users, including the discounts and benefits associated with the yes Rewards Program. We use the data we collect to allow us to (i) analyze and monitor consumer and customer activity; (ii) promote and support our products and services; and (iii) develop a knowledge base regarding our customer and website users. The information we may collect includes Personal Information and Purchase Information. "Personal Information" includes:

- Your name, address, email address, birth month and day, and phone number
- Information that we collect as a part of the yes Rewards Program associated with your name, address, e-mail address or phone number.
- Information we obtain from third parties for the purpose of data verification and supplementation as described in section 9E, below, which becomes associated with your name, address, email address or phone number.

"Purchase Information" includes information about your purchases that we obtain when you use your yes Rewards Card, including date and time of purchase, contents of purchase, store location and total dollar amount of purchase. The yes Rewards Card program is separate from and will not access participating stores' pharmacy records, which are maintained under a separate privacy policy in compliance with federal and state laws available at our Pharmacy counter or online. If you choose to, you can use your yes Rewards Card when making a purchase at the pharmacy counter and the yes Rewards Program will not record any details of the products that you have purchased.

When you agree to become a yes Rewards Member, you agree that we may collect, retain and use the information we collect as described in this Agreement. You may request to see any of your Personal Information if it is retrievable in the ordinary course of business and if providing access does not impose an unreasonable burden. You may make such a request at any participating store's Customer Service Counter or by calling us at 888-880-9371. We will mail the information to you at your address on file in your yes Rewards Account. Customers may correct or update their Personal Information online at a participating store's website by clicking on the yes Rewards logo in the upper right hand corner of the home page to securely access their account, by making a request at any participating store's Customer Service Counter, or by calling us at 888-880-9371.

B. Uses of Personal Information. We may retain and use the Personal Information we collect about you in the conduct of our business. For example, we may use the information to: a) provide you the benefits offered through the yes Rewards Program; b) mail or email information to you about promotions, offers or services we think will be of interest to you unless you choose not to receive the information when you open your yes Rewards Account or at a later date by notifying us at any participating store's Customer Service Counter or by calling us at 888-880-9371; c) return lost keys attached to your yes Rewards Card to the address associated with your yes Rewards Card in our records; d) monitor and evaluate the success of the yes Rewards Program.

C. Sharing of Personal Information. Except as noted in section 4, above, and sections 9E and 9F, below,

we will not sell or share any Personal Information that we collect about you or provide it to any third party outside Family Fare without your consent. We may, however, give you the option to share your information with voluntary programs operated by third parties that coordinate with the yes Rewards Program. By electing to share your purchase information with the organization that runs the coordinated program, you may qualify for benefits offered under the coordinated program. If you decide to share your information with a third party, please keep in mind that once your information has been shared it will be subject to the third party's privacy and data collection practices.

D. Collection of General Aggregate Information. To improve the products and services offered, we aggregate information about the purchases of all people who are yes Rewards Members. Aggregate information does not include any Personal Information. We use aggregate information (such as the amounts and types of groceries purchased by a typical yes Rewards Customer) to gain a better understanding of our customers' needs and preferences, to identify the effectiveness of promotions, and to provide new or better products and services to customers. We may also use such information to provide special offers to yes Rewards Members who have elected to receive such offers. If you've elected to receive such offers they may be mailed to your home, sent electronically, or given to you at the store. We may share aggregate information with third parties. For example, we may share some aggregate information with third parties in order to allow them to measure the effectiveness of programs and advertisements to yes Rewards Members.

E. Third Party Data Practices. Occasionally, we may use a third party to verify or supplement our data, including Personal Information. For example, we may receive updates from the National Change of Address service to ensure the accuracy of our customer address information, or we may purchase a mailing list or other information about individuals interested in certain products and combine this information with information in our database. We may share our data with third parties who provide services to us, such as our auditors and accountants, our attorneys, or third parties who provide data entry of yes Rewards applications data, who conduct consumer research for us, or who mail materials or post advertisements on our behalf. If we use a third party to provide services that involve access to any Personal Information, it will be for limited purposes and in compliance with these privacy policies. If you choose to participate in the Insights Community Program, as discussed herein, we may use a third party to operate the Insights Community Site, and may share your data with such third-party service provider. Such Insights Community data may be used subject to our Privacy Policy and the other conditions found in this Section.

F. Disclosure of Information in Response to Court Order or Emergency. We may elect to disclose Personal Information about you without prior notice in response to law enforcement activity or other governmental request; to respond to subpoenas, court orders or administrative agency requests for information; to enforce our contract or property rights; to protect ourselves or others; or when required or otherwise permitted by law. All information that we collect may also be disclosed in connection with the proposed sale, transfer, or merger of the company or any division or business line of the company to which the information relates.

G. Website Privacy Policy. If you use a participating store's website, or any other Family Fare website, you agree to be subject to the website privacy policy that appears on the site.

H. Data Security Practices. We use commercially reasonable means to protect the integrity of our systems and the confidentiality of collected data. For example, we operate secure data networks which utilize industry standard firewalls and password protection systems designed to prevent unauthorized access to our data systems. We cannot provide absolute assurances against, and will not be liable for, breaches of confidentiality due to system failures or unauthorized access by third parties.

10. Amendment to, and Termination of, this Agreement. The yes Rewards Program is offered at the sole discretion of each participating store and Family Fare. We reserve the right to change, amend, temporarily suspend or terminate this Agreement and the yes Rewards Program at any time at our sole discretion. Any change in this Agreement will be immediately effective when it is posted on our participating stores' websites and made available at our participating stores' Customer Service Counters. You are responsible for keeping informed of changes to this Agreement. If you misuse your yes Rewards Card or otherwise abuse the yes Rewards Program, we may in our sole discretion immediately terminate, suspend, or limit your participation in the program without prior notice to you. If we fail to exercise our rights under this Agreement on any occasion we may elect to enforce those rights on any other occasion, at our sole discretion.

If you no longer wish to participate in the yes Rewards Program simply stop using your yes Rewards Card and

Account. By using your yes Rewards Card, you agree to be bound by this Agreement as it may be amended from time to time.

11. DISCLAIMERS; LIMITATION OF LIABILITY.

USE OF THE yes REWARDS PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. yes REWARDS BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

D&W FRESH MARKETS, GLEN'S MARKETS, GLEN'S FRESH MARKET, VG'S GROCERY, VG'S FRESH MARKET, FAMILY FARE SUPERMARKETS, SPARTANNASH COMPANY, FAMILY FARE, LLC, PREVO'S FAMILY MARKETS, INC., THE QUICK STOP FUEL CENTERS ASSOCIATED WITH THESE STORES, AND XPRESS MART, AND ALL OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "PROGRAM PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PROGRAM PROVIDERS MAKE NO WARRANTY THAT (i) THE yes REWARDS PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE yes REWARDS PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE yes REWARDS PROGRAM WILL MEET YOUR EXPECTATIONS.

PROGRAM PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROGRAM PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE yes REWARDS PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA USE OF THE yes REWARDS PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR yes REWARDS PROGRAM DATA; (iv) THE SITE OR YOUR USE OF THE SITE; OR (v) ANY OTHER MATTER RELATING TO THE yes REWARDS PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

12. Governing Law. This Agreement, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles.

13. The Sites: Sections 13 through 20 of this Agreement apply to your use of the yes.spartanstores.com and cart2kitchen.com sites (each the "Site"). By accessing the Site or participating in the Site's features you are also agreeing to be bound by the relevant sections of the Agreement. For purposes of the remaining sections of this Agreement "you" and "your" refers to anyone who accesses the Site, participates in the Site's Services, or registers to participate in the Insights Community Program.

14. Site Materials, Services and Software

Through the Site, Family Fare may make available to you: (a) certain audio and visual articles, text, information, data, images, illustrations, photographs, video, documents and other materials contained or displayed in or made available through the Site (collectively, "Materials"); and (b) various services and functionality (collectively, "Services").

Family Fare and its licensors grant to you a personal, non-exclusive, non-transferable license to: (a) access, view, download, print, use and display Materials; and (b) use the tools and software on the Site (collectively, "Software") solely for your own informational, financial and non-commercial use. In these Terms of Use, all references to the "Site" shall be deemed to include all "Software," "Materials" and "Services," unless otherwise expressly indicated. All rights not expressly granted by Family Fare to you are retained by Family Fare, and you may not use the Site and/or any element of the Site in any manner or for any purpose not expressly authorized by these Terms of Use. The rights granted to you do not include, and are not applicable to, the design or layout of the Site, which are protected by trade dress and other laws and may not be copied or imitated in whole or in part.

The Site design, text and graphics, and the selection and arrangement of such elements are copyrighted and are protected by worldwide copyright laws and treaty provisions. Unless otherwise indicated, all product and service

marks and logos displayed on the Site are subject to the trademark rights of Family Fare, its affiliates, or its business partners. You shall not: (a) remove or destroy any proprietary rights marks or legends on or in the Site; (b) modify, enhance, adapt, translate, or create derivative works of the Site; (c) republish, post, transmit, transfer, distribute, assign, sublicense, rent, lease or sell the Site; (d) decompile, disassemble or reverse engineer the Site; (e) reproduce or make copies of the Site; (f) "frame" or "mirror" the Site on any other server or Internet-based device; and/or (g) access, view, download, print, use and/or display the Site for any commercial or other money-making purpose; (h) download or copy Account information for the benefit of another merchant; (i) use any data mining, robots, or similar data gathering and extraction tools; or (j) use any meta tags or any other "hidden text" utilizing Family Fare's name or trademarks without our express written consent. You acknowledge that certain elements of the Site are, or may in the future be, licensed to Family Fare by third parties and that the availability of such elements may cease automatically, without notice or liability on the part of Family Fare.

The following is a partial list of the trademarks that we or our affiliates own:

- (1) SPARTAN STORES
- (2) SPARTAN
- (3) FAMILY FARE
- (4) GLEN'S MARKET
- (5) GLEN'S FRESH MARKET
- (6) D&W FRESH MARKET
- (7) VG'S
- (8) VG'S FRESH MARKET
- (9) FOREST HILLS FOODS
- (10) VALU LAND
- (11) XPRESS MART
- (12) QUICK STOP FUEL CENTERS

Failure of a mark to appear on this page does not mean that we do not use or own that mark. Our trademarks cannot be used without an express, written license agreement. Our trademarks and trade dress may not be used in connection with any product or service that is not ours, in any manner that is likely to cause confusion among customers, or in any manner that disparages or discredits Family Fare. All other trademarks not owned by Family Fare that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by Family Fare.

Family Fare and/or its licensors own and shall retain all rights, title and interests, including all intellectual property rights, in and to the Site, and all elements thereof. Except for the express licenses granted to you herein, you neither have nor acquire any rights, title or interests in or to the Site, or any element thereof.

15. User Content

In certain portions of the Sites, users may be allowed to submit information, data, text, software, music, sound, photographs, graphics, video, messages, products, services and/or other materials (individually and collectively, "User Content"). All User Content is the sole responsibility of the person by whom the User Content was posted. This means that you, and not us, are solely responsible for all User Content that you upload, post, transmit or otherwise make available through or on this Site. You are also solely responsible for all User Content posted under your Account. Family Fare does not control the User Content posted on or through this Site and, therefore, Family Fare does not guarantee the accuracy, integrity or quality of such User Content. You represent and warrant that (i) you own or otherwise control all of the rights to the User Content that you post; (ii) that the User Content is accurate; (iii) use of the User Content you supply does not violate this policy; (iv) the User Content does not infringe any intellectual property or other rights of any third party and does not violate any applicable laws or regulation; and (v) the User Content will not cause injury to any person or entity.

Should User Content be deemed illegal, Family Fare will cooperate with the proper authorities, including but not limited to submitting all necessary information to them. If we determine, in our sole discretion, that any User Content submitted by you is offensive or inappropriate, we may ask you to retract or modify the User Content in question. If you fail to meet our request within the time specified, then we may terminate your Account. We have no obligation, however, to restrict or monitor User Content in any way.

You may see or read things that you do not like or agree with on our Site. You understand that by using our Site, you may be exposed to User Content that is offensive, indecent or objectionable. Under no circumstances will we be liable in any way for any User Content, including, but not limited to, any errors or omissions in any User Content, or

for any loss or damage of any kind incurred as a result of the use of any User Content posted, transmitted or otherwise made available through our Site. You acknowledge that we do not have any obligation to pre-screen User Content, although we reserve the right, in our sole discretion, to refuse, move, or delete any User Content.

You are solely responsible for any use or reliance on the User Content, including on its accuracy, completeness, or usefulness. You acknowledge that we do not have any obligation to pre-screen User Content, but that we and our designees shall have the right (but not the obligation) in our sole discretion to refuse or remove any User Content that is available through our Site. Without limiting the foregoing, we and our designees shall have the right to remove any User Content that violates these Terms of Use or any other applicable policy or is otherwise objectionable. You agree that you must evaluate, and bear all risks associated with, the use of any User Content, including any reliance on the accuracy, completeness, or usefulness of such User Content.

We do not want to receive any confidential or proprietary information from you through this Site or by email. Unless otherwise agreed in writing by an authorized Family Fare employee, any material, information or idea you transmit to Family Fare or the Site by any means may be disseminated or used by Family Fare without compensation or liability to you for any purpose whatsoever, including, but not limited to, developing, manufacturing and marketing products. However, this provision does not apply to personal information that is subject to our Privacy Notice.

We do not claim ownership of the User Content you upload, place or post through this Site. You are responsible for protecting your rights in such User Content and are not entitled to our help in protecting such User Content. By uploading, placing or posting User Content through this Site, you grant Family Fare a perpetual, irrevocable, worldwide, royalty-free, non-exclusive and fully sublicensable license to use, distribute, reproduce, modify, adapt, translate, publicly perform, publicly display, and create derivative works from the User Content (in whole or in part) and to incorporate such User Content into other works in any format or medium now known or later developed, for any purpose associated with the Site. You grant Family Fare and its sub-licensees the right to use the name that you submit in connection with such User Content, if Family Fare chooses.

16. Insights Community Participation

- a. If you choose to participate in the Insights Community Program, Family Fare may require you to register and/or set up an account to become a member of the Insights Community and to use the Insights Community Site. In order to do so, you may be provided, or required to choose, a password, user ID, and/or other registration information (collectively "Account Information").
- b. We may also collect information from you that you provide when you complete surveys or questionnaires, and participate in programs, promotions, or other activities on the Insights Community Site. Categories of information collected include but are not limited to your name, age, sex, email address, postal address, shopping preferences, product interests and other opinions. On occasion, we may combine information you provide with other demographic information available to us.

We use this information to administer the Insights Community Site, monitor the Insights Community composition, contact you concerning opportunities to participate in our surveys, validate information you have given, provide information about incentives and to answer your questions about your Insights Community membership. We may also use the information to provide you with periodic emails and mailings about our services and promotions. The information you provide in the form of survey responses helps us learn more about your preferences and we may use the information and/or provide that information to others. Please note that we strictly abide by our Privacy Policy.

Except as expressly provided otherwise in the Privacy Policy or in this Agreement, such as in Section 9, you agree that by posting messages, uploading digital content, inputting data, or engaging in any other form of communication with or through the Insights Community Site, you grant us a royalty-free, perpetual, non-exclusive, unrestricted, worldwide license to use, reproduce, modify, adapt, translate, enhance, transmit, distribute, sell, publicly perform, display, or sublicense any such communication (including your identity and information about you) in any medium (now in existence or hereinafter developed) and for any purpose, including commercial purposes, and to authorize others to do so. In addition, please be aware that information you disclose in publicly accessible portions of the Site will be available to all users of the Site, so you should be mindful of personal information and other content you may wish to post.

17. Indemnity. You agree to indemnify and hold Family Fare, and its parents, subsidiaries, affiliates, officers, agents, co-branders, partners, licensors, and employees, harmless from any alleged claim or demand, including

reasonable attorneys' fees, made by any third party due to or arising out of your User Content, your use of this Site, your connection to this Site, your violation of the Site's terms of use or any other applicable policy, your violation of any rights of another, or breach of any representation or warranty made by you under the Site's terms of use, whether you are a registered user or not. You are solely responsible for your actions when using this Site, including, but not limited to, costs incurred for Internet access.

18. Third Party Service Providers. We may use third party service providers to help develop and maintain the Site, to provide specific services offered through the Site, and to help service your account. You agree that the terms and conditions set forth in these terms of use, including all disclaimers of warranties and limitations of liability, inure to the benefit of any third party service providers engaged by us. All references to Family Fare are deemed to include its agents and service providers. All agents and service providers of Family Fare will be authorized to use your personal information only for the purpose for which they are hired, and in accordance with our Privacy Policy.

19. FOR CLARITY, THE FOLLOWING SECTIONS: SECTION 7 "KEEPING INFORMATION CURRENT"; SECTION 8 "SECURITY OF YOUR YES REWARDS CARDS ACCOUNT"; SECTION 9 "PRIVACY"; SECTION 11 "DISCLAIMERS; LIMITATION OF LIABILITY"; AND SECTION 12 "GOVERNING LAW" APPLY WITH EQUAL FORCE TO YOUR USE OF THE SITE AND YOUR ACCOUNT ON THE SITE, INCLUDING YOUR INSIGHTS COMMUNITY ACCOUNT, AS TO YOUR PARTICIPATION IN THE YES REWARDS PROGRAM.

20. Amendment and Termination

We may terminate your access to the Site at any time and for any reason without prior notification. Additionally, we may modify the Site at any time, and your continuing to use the Site constitutes your agreement to such modifications. We may also, in our sole discretion and at any time, with or without notice, discontinue the Site or any portion of it, restrict the time the Site is available, or restrict the amount of use permitted. You agree that we may terminate or restrict your access to the Site under this Agreement or under any other applicable policy without prior notice and we reserve the right to bar any further access to this Site. You agree that we will not be liable to you or any third-party for any termination of your access to this Site.

21. Digital Millennium Copyright Notices

Notices and demands made pursuant to the Digital Millennium Copyright Act Section 512(c), 17 U.S.C. § 512(c) should be submitted to:

Copyright Agent
Family Fare, LLC
850 76th Street
P.O. Box 8700
Grand Rapids, Michigan 49518-8700

22. Acceptance of Terms. These Terms and Conditions constitute the entire agreement between you and us regarding the yes Rewards Program and/or your use of the Site. They may not be amended except in a writing approved by us. Participation in the yes Rewards Program, and, as applicable, your access or use of the Site will constitute your acceptance of these Terms and Conditions as they are amended from time to time.

These Terms and Conditions were last modified on November 19, 2013.