

## **Pier 1 Rewards Program (or the "Program") Rules and Regulations**

**Issuer:** Your Pier 1 Rewards credit card account ("Account") is issued by Comenity Bank located in Wilmington, DE, whose affiliate, ADS Alliance Data Systems, Inc., will act as the administrator for the Pier 1 Rewards Program (the "Program"). In these Program Rules, "we", "our", or "us" refers to Pier 1 Imports, and "you" or "your", means all persons and/or companies responsible for complying with this agreement, including the person who applied for the Account and the person to whom we address billing statements, as well as any person who, and/or the company which, if applicable, agrees to be liable on the Account. Pier 1 Imports may change the terms of the Program at any time.

**Ability to Earn Rewards:** If your Account is in default as described in your Cardmember Agreement, as applicable ("Agreement"), and/or your Account is closed for any reason, and/or there is any fraud or abuse related to the accrual of points, we reserve the right to prohibit you from earning points through your Account and to cause you to forfeit any rewards not already issued in the form of a Reward Certificate. If your points are forfeited for any reason, we will not reinstate these points to your Account. If your Account is closed for any reason, your membership in the Program will be terminated.

**Membership:** Your membership in the Program will be renewed automatically each year as long as your Account is open and not in default as defined in your Agreement, or until we notify you of the Program's cancellation. The Program is not subject to a yearly program fee.

**Earning Rewards:** You will earn 1 point for each \$1 of Net Purchases made at Pier 1 Imports stores and orders placed on-line ("Net Purchases" means purchases of goods and services made by you or any authorized user on your Account minus any returns or refunds, and less any applicable shipping charges). Point accrual will begin upon the Enrollment Date in the Program ("Enrollment Date" is the day on which we approve you as a Program member). No retroactive points will be awarded. You do not earn points on interest, unauthorized or fraudulent charges, or fees of any kind, including shipping and fees or fees for products that protect or insure the balances of your Account. Points will be deducted for any returns or credits made on your Account. Points will appear on your monthly statement. From time to time there may be promotional offers for the Program, which provide the opportunity to earn additional points as defined by the terms of the promotion.

**Earning Restrictions:** Points have no cash value, and cannot be used as payment of obligation to us. If there is any abuse of the Program, failure to follow Program terms, or any misrepresentation by you, all unredeemed points shall be forfeited and no additional points shall accumulate. Points from separate enrolled Accounts may not be combined onto one Account there is no maximum number of points that you can accumulate in the Program.

**Expiration:** Points will expire 12 billing cycles from the billing cycle in which the points appear on your statement.

**Redemption Process:** Points will accumulate until the total reaches 2,000 points at which time a reward certificate (“Reward Certificate”) will be mailed to you with any excess points carried forward. There is no maximum number of points that you can accumulate in the Program.

**Reward Restrictions:** Redeemed rewards are not refundable. Reward Certificates are not replaceable, or transferable for cash, credit, or other rewards under any circumstances. Lost, stolen or mutilated Reward Certificates will not be replaced. Certain rewards are available only during the time periods described in the Program communications. We may substitute rewards of equal or greater value as necessary at our discretion. Some rewards have limited availability. Reward Certificates are valid at participating merchants only, through the expiration date, if any, as permitted by law. Rewards Certificates are not valid on-line. Merchants participating in the Program are subject to change. Reward Certificates must be surrendered upon redemption and no photocopies will be honored. Reward Certificates have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless otherwise noted on the Reward Certificates or as required by law. Use of any Reward Certificate is subject to any additional restrictions listed on the Reward Certificate.

**Additional Obligations:** You are responsible for any personal tax liability related to participating in the Program.

**Program Restrictions:** We reserve the right to approve, deny or revoke participation in the Program to any individual for any reason whatsoever.

**Right to Change/Modify/Cancel:** Pier 1 Imports reserves the right to cancel, modify, restrict waive, or terminate the Program or any aspects or features of the Program at any time without prior notice.

**Program Void:** The Program is void where prohibited by federal, state, or local law. These Rules and Regulations set forth all the terms of the Program; we have no other obligation with respect to the Program beyond those described in these Rules and Regulations.