

BJ's Wholesale Club, Inc. Membership Privileges and Conditions

We are pleased that you have selected BJ's, and we look forward to serving you. The privileges and conditions of Membership are described below. If you have any questions, please visit BJ's online at www.bjs.com, e-mail BJ's at membercare@bjs.accentonline.com or call BJ's Member Services at 1-800-BJS-CLUB Monday – Friday, 8:00 A.M. – 6:00 P.M. ET. and Saturday – Sunday, 9:00 A.M. – 6:00 P.M. ET. (including holidays) for more information.

1. Non-transferability and Revocability of Membership

BJ's Wholesale Club Membership Cards are to be used only by the individuals to whom they are issued. Membership is non-transferable. The Primary Member (or an owner or officer of a Business Member) shall have the sole authority to make changes to the Membership and receive and request appropriate information. BJ's reserves the right to require photo identification on Membership Cards. BJ's cashiers will check Membership Cards at point of sale for identity purposes. Supplementary Members and Household Members may receive information about their own Membership. The Primary Member must be 18 years of age to purchase a Membership. Supplemental Members and Household Members under 18 may be added if they reside at the same address. Sale of certain items, including but not limited to alcohol and tobacco, will be subject to legal age restrictions. BJ's reserves the right to require valid government-issued identification for Membership enrollments and changes. BJ's Wholesale Club reserves the right to deny Membership to any applicant and revoke Membership at its discretion. Membership is subject to all rules adopted by BJ's and may be amended from time to time without notice or consent by Member. Membership Cards remain the property of BJ's Wholesale Club and may be cancelled or suspended upon demand.

2. Purchasing, Guests, and Receipt & Inspection Procedures

BJ's accepts cash, checks, Visa®, MasterCard®, American Express®, Discover® Network and debit cards. Checks are subject to an approval process. BJ's does not accept food stamps in all locations. No sales will be made to any person unless such person has a valid Membership Card or Pass. Each Cardholder may bring two guests; however, guests do not have purchasing privileges. Cardholders may be required to purchase any packages opened or damaged by them or their guests. Parents must keep their children with them at all times. Liquor and tobacco sales cannot be made to minors. BJ's can refuse entry to anyone at any time. At time of purchase, Member assumes ownership and bears risk of loss. BJ's reserves the right to inspect any bag, backpack, briefcase or container upon entry or exit. BJ's inspects all receipts as Members exit the Club to ensure that Members have not been overcharged or undercharged for an item and that all selections appear on the receipt.

3. Membership Renewal

Members who renew their Memberships during their expiration month, or within three (3) months after the expiration month, will retain their current expiration month for the renewed year. Memberships renewed more than three (3) months after their original expiration date are subject to new Membership expiration dates at BJ's discretion.

4. Membership Money-Back Satisfaction Guarantee and Cancellation of Authorized Card User

New Members may cancel within ninety (90) days after joining (or 90 days after Club opening) and receive a full refund of any fees paid for that Membership at all BJ's Club locations, except where prohibited by law. Any cancellation of any authorized Card user can be made at the Club or sent in writing via letter to BJ's Wholesale Club, Inc. Attn: Membership, One Mercer Road, Natick, MA 01760.

5. Refund and Return Policy

Merchandise purchased in the Club may be returned in the Club for a refund or exchange within thirty (30) days of purchase with original receipt and in the original carton, except as noted below. Without a receipt, a refund will be issued on a BJ's Gift Card with management approval. Computers are returnable within fourteen (14) days of purchase with original receipt. Repair of products covered under a manufacturer's limited warranty must be handled through an authorized service center and should not be returned to BJ's Wholesale Club.

6. Availability of Items

Due to a significant amount of inventory that may not be replenished, BJ's does not offer rainchecks for out-of-stock items.

7. Reissuance of Gift Cards without Receipt

BJ's cannot reissue a lost Gift Card without the original receipt, which contains the Gift Card number. BJ's will reissue the remaining balance on record as of the date of requested reissuance.

8. Coupon Policy

BJ's Wholesale Club accepts manufacturers' coupons for merchandise purchased at the register in any Club where the product is sold. Coupons provided to Members by BJ's can be redeemed on purchases only. Membership renewal coupons can be used to renew Memberships. BJ's enforces all rules of redemption as stated on coupons.

9. Membership Benefits and Options

An Inner Circle® Membership provides one Primary Membership Card and a Household Card, provided at no additional charge, that may only be issued to a person residing at the same residence as the Primary Member as confirmed by BJ's. (A "household" is defined as one household address.) Up to three (3) additional Supplemental Memberships may be purchased for use by a person residing at the same residence as the Primary Member. Membership is effective for one year from enrollment.

A BJ's Business Membership provides one Primary Business Card and one Business Supplemental Card, provided at no additional charge, that may only be issued to a business associate and up to five (5) Supplemental Cards may be purchased. (A "business" is defined as one business address.) Membership is effective for one year from enrollment.

10. Returned Check Policy

All returned checks are subject to a service fee as determined by state law and any legal fees incurred by BJ's to recoup payment. Service fees are subject to change without notice. BJ's reserves the right to suspend or cancel Membership privileges when a Member does not make good on a returned check and to pursue appropriate legal remedies to recover such monies.

11. Business Member Resale Permit and Taxes

If the Member intends to purchase merchandise for resale and claim an exemption from sales tax, BJ's Wholesale Club must have a valid, signed state Resale Organization Certificate on file. If the Member is purchasing merchandise on behalf of an exempt organization, BJ's Wholesale Club must have a valid signed state Exempt Organization Certificate on file. The Member must accurately complete the Supplemental Certificate of Resale or Exempt Organization Certificate provided by the cashier. The Primary Cardholder shall immediately notify BJ's Wholesale Club if the Resale Certificate on file with the Club is invalid or if the description of products to be resold has been changed.

The Member and Primary Cardholder agree that in the event the Primary or Supplemental Cardholders fail to pay sales tax, all will hold BJ's Wholesale Club harmless from and indemnify BJ's against any claim, loss or expense arising out of such nonpayment, and BJ's Wholesale Club reserves the right to suspend or terminate the corresponding Membership in such case. In the event any taxable property purchased without tax is not resold or used or consumed by the exempt organization for the purpose to which the exemption applies, it is understood that the Member or Cardholders are required by applicable state and local tax law to report and pay tax, measured by the purchase price of such property or other authorized amount.

12. Club Conduct

In order to preserve the enjoyment of each Member's shopping experience, BJ's strictly prohibits running, horseplay, loitering, the consumption of alcohol or other disruptive conduct on its premises and reserves the right to require anyone engaged in such conduct to leave the Club.

13. Opt-Out Policy

Members can opt out of any BJ's promotional communication at any time by requesting to do so at the BJ's Member Services Desk, via e-mail to membercare@bjs.accentonline.com or by sending notification to BJ's at BJ's Wholesale Club, One Mercer Road, Natick, MA 01760. You may still periodically receive e-mail from BJ's Specialty Business partners from whom you may have purchased goods or services and must unsubscribe from receiving promotional materials directly with such partners.

14. Privacy Statement

BJ's respects your right to privacy and our documented Privacy Statement details our practices and policies. We are the sole owner of collected information and we will not sell, share or rent this information in ways different than disclosed in our Privacy Statement. Please read the BJ's Privacy Policy in its entirety online, or call BJ's Member Services at 1-800-BJS-CLUB to request a copy.

BJ's Rewards Membership® Terms and Conditions

Date Effective: _____ Last Updated: _____

The total annual **BJ's Rewards Membership fee** is **\$80** per Membership*. Sales tax will be collected where applicable. BJ's Rewards Membership includes the Primary Member and the Household Cardholder. For Business Members, BJ's Rewards Membership includes the Business Primary Member and the first Supplemental Cardholder. Additional Supplemental Memberships associated with the Primary are not impacted by or included in the BJ's Rewards® program.

Existing BJ's Members may upgrade their existing Membership to a **BJ's Rewards Membership** at any time for an adjusted fee, based on the number of months remaining on the existing BJ's Membership.

BJ's Rewards® Members receive a Reward, equal to 2% of eligible BJ's purchases made at any BJ's Club location and, effective September 29, 2006, online at BJ's web site(s), www.bjs.com and shop.bjs.com, redeemable **ONLY** toward the future purchases of qualifying merchandise at BJ's Club locations. Calculation of the Reward will not exceed \$500 for a 12-month period. For BJ's Rewards Members, the Rewards calculation is based on the purchases made by the Primary Member and the Household Cardholder. For BJ's Rewards Business Members, the Rewards calculation is based on the purchases made by the Primary Member and the Supplemental Cardholder. Rewards will be issued to the Cardholder in two (2) installments each year.

Supplemental Member may participate in the Rewards program by purchasing a separate BJ's Rewards Membership and becoming a Primary Member.

Rewards are calculated beginning with the first qualifying purchase following the effective date of the Rewards upgrade.

Rewards are mailed to the current mailing address of the Primary Member as listed in BJ's files. Members may verify or update current address information online, at the Member Services Desk at any BJ's Club or by calling BJ's toll-free number at 877-257-7772.

Rewards will not be replaced if lost or stolen.

Rewards are 2% of the net, pre-tax amount of purchases of qualifying merchandise made through the front-end registers at BJ's Club locations and online at BJ's web sites, www.bjs.com and shop.bjs.com, (excluding shipping, handling, delivery and installation charges, as applicable) by legal U.S. residents with active BJ's Rewards Memberships at the time eligible purchases are accrued. (The purchasing transaction must be initiated with the Member's BJ's Rewards Membership Card or BJ's Rewards Membership number. Rewards will NOT be calculated on purchases:

- of cigarettes or other tobacco-related products
- of alcoholic beverages
- that are **NOT** recorded through BJ's front-end registers for in-Club purchases, such as BJ's Specialty Services (including but not limited to, auto buying program, cellular phone services, custom embroidery, optical, purchases at BJ's gas stations, food courts and travel)
- of Membership Fees, Gift Cards and Gifts of Membership
- or miscellaneous fees, bottle deposits, lottery sales and taxes, including sales tax
- that are prohibited by legal or regulatory restrictions
- made by anyone other than the BJ's Rewards Membership Primary and Household Cardholder, or the BJ's Rewards Business Membership Primary and first Supplemental Cardholder
- made using an expired BJ's Rewards Membership Card, where the Rewards Membership fee has not been received for the current period.

Rewards will be issued to the Primary Member of the account and Rewards shall expire six (6) months after issuance. Rewards are redeemable toward the purchase of BJ's merchandise **ONLY** through the front-end registers at BJ's Club locations and have no independent cash value. Rewards may **NOT** be used toward purchases:

- of cigarettes or other tobacco-related products
- of alcoholic beverages
- that are **NOT** recorded through BJ's front-end registers for in-Club purchases, such as BJ's Specialty Services (including but not limited to, auto buying program, cellular phone services, custom embroidery, optical, purchases at BJ's gas stations and food courts and travel)
- of Membership Fees, Gift Cards and Gifts of Membership
- or miscellaneous fees, bottle deposits, lottery sales and taxes, including sales tax
- that are prohibited by legal or regulatory restrictions
- made by anyone other than the BJ's Rewards Membership Primary and Household Cardholder, or the BJ's Rewards Business Membership Primary and first Supplemental Cardholder
- made using an expired BJ's Rewards Membership Card, where the Rewards Membership fee has not been received for the current period
- made online at BJ's web site(s), www.bjs.com and shop.bjs.com.

In addition to 2% Rewards, the BJ's Rewards Membership provides for limited-time offers as periodically announced by BJ's. Please watch your mail and visit your nearest BJ's for information on current and future promotions.

Per BJ's Membership Money-Back Satisfaction Guarantee, if at any time during the first 90 days after joining BJ's as a BJ's Rewards Member you decide to cancel your Membership, you will receive a full refund of the Membership fee (\$80) paid.** However, you will not be paid for any accrued BJ's Rewards earned during this 90-day period.

BJ's Rewards Members who choose to downgrade their BJ's Rewards Membership at the time of renewal will receive all Rewards accrued during the prior paid Rewards calculation period.

The BJ's Rewards Membership is subject to the following restrictions: BJ's reserves the right, in its discretion, to change or discontinue the BJ's Rewards Membership or these BJ's Rewards Membership Privileges and Conditions at any time, with or without notice, or to disqualify or cancel a Member's participation for any or no reason. If outstanding checks are returned due to insufficient funds, the Member is not eligible to renew or upgrade to a BJ's Rewards Membership.

* Plus state and local taxes where applicable or required by law.

** Membership Fee Refund does not apply to BJ's Members who have been a BJ's Member for more than 90 days. If a BJ's Rewards Member downgrades to a regular Membership, all Rewards accrued during the Rewards calculation period will be paid out to the Rewards Member.