

Terms and Conditions

These terms and conditions (this "Agreement") govern Fingerhut Choice Plus. Fingerhut Choice Plus is a program brought to you by Fingerhut (collectively "we," "us," "our," "ours"). Purchase or use of any membership in Fingerhut Choice Plus ("Membership") at any time subjects the purchaser or user ("you," "your," "yours," "Member") to the provisions of this Agreement, as amended from time to time.

Any Member of Fingerhut Choice Plus is deemed to have accepted the terms and conditions of this Agreement.

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1. BENEFITS.

Fingerhut Choice Plus entitles Members to the following benefits which are available for merchandise purchases from the Fingerhut catalog by either telephone or mail order, or from the Fingerhut website at www.fingerhut.com.

- **Fingerhut Choice Plus Membership Shipping.** You are entitled to free standard shipping and handling on orders, including the order placed when Fingerhut Choice Plus is purchased. You must still pay oversize up-charges, truck ship up-charges, shipping and handling up-charges for shipments outside the 48 contiguous States, express shipping charges and signature fees. Shipping rates, charges and fees may be found in your Fingerhut Choice Plus Membership materials.
- **Fingerhut Choice Plus Free Return Shipping.** You are entitled to free return shipping regardless of the reason for the return. In order to take advantage of this benefit, contact Fingerhut Choice Plus customer service to request a pre-paid shipping label which will be sent to you by regular mail or email. Affix the label to your merchandise to return.
- **Fingerhut Choice Plus Extended Return.** You are entitled to an extended return period of sixty (60) days, which is double the return period for non-members of Fingerhut Choice Plus. For items subject to Fingerhut's holiday return policy (items purchased between October 1 and December 24), you are entitled to either the Fingerhut Choice Plus extended return period or the Fingerhut holiday return period, whichever is longer.
- **Fingerhut Choice Plus Price Guarantee.** You are entitled to a price guarantee on certain merchandise purchased from Fingerhut during the Fingerhut Choice Plus Membership term. If within one year of the purchase date, you find the merchandise you purchased offered by Fingerhut at a lower price in a printed or internet Fingerhut advertisement which verifies the same manufacturer and model number of the merchandise you purchased, contact Fingerhut Choice Plus customer service, and we will reimburse you for the difference of the purchase price and the advertised lower price. Limitations: Coverage is limited to the difference between the actual cost of the item (excluding taxes, storage, shipping, and handling costs) and the advertised lower price. Exclusions: Coverage does not apply to: Clearance items; Price reductions based on promotional codes; Price reductions based on Buy and Save promotions; Items purchased for resale, rental, professional, or commercial use; Items returned to Fingerhut; Items for which the printed or internet advertisement containing the lower price was published after one year from the date your item was purchased; or Items purchased before the date Fingerhut Choice Plus was purchased.

2. CERTAIN CONDITIONS.

- (a) For Membership benefits to apply, Fingerhut Choice Plus must be active and available at the time of merchandise purchase including merchandise purchases made at the same time Fingerhut Choice Plus is purchased. Members will NOT be reimbursed retroactively for shipping or return charges for merchandise purchased before enrolling in Fingerhut Choice Plus. Members are not eligible for the extended return period or price guarantee without an active and available Membership at the time of purchase.
- (b) Benefits of Membership only apply to shipping and handling charges for new merchandise ordered and paid for while you are a Member in good standing of Fingerhut Choice Plus. Good standing means that you have complied with all the terms and conditions of Fingerhut Choice Plus, and have paid for the Membership and merchandise through an approved means of payment. Benefits will apply only to orders actually received prior to expiration or termination of the Membership.
- (c) Memberships are for individual use only and are non-transferable. Members are not permitted to use Fingerhut Choice Plus for the purpose of resale.
- (d) A Fingerhut Choice Plus Membership may only be associated with one Fingerhut account.
- (e) We expect Members to submit and maintain accurate and current user information in connection with their Memberships. Such information includes name, address, email address, and telephone number. Periodically we may utilize the National Change of Address (NCOA) system to update the mailing address of accounts in our database, through information provided by the United States Postal Service. Members can change their account information by (i) updating their customer profile data through an authenticated Fingerhut.com account; (ii) calling Fingerhut Choice Plus Customer Service or mailing Fingerhut Choice Plus Customer Service. We cannot assume any liability for correspondence, mail or email that is lost, delayed, or misdirected.

3. MEMBERSHIP FEE.

The annual Fingerhut Choice Plus Membership fee is currently \$59 per year. Membership fees are subject to taxation in accordance with applicable federal, state or local law. The annual Membership fee of \$59 does not include applicable taxes. We may change the Membership fee at any time, but changes will apply only to new and renewal Memberships. The fee is not refundable unless the Membership is canceled during the first thirty (30) days of the Membership term (including any renewal term). After the first thirty (30) days the Membership fee will be refunded pro rata based on the number of months remaining in the Fingerhut Choice Plus Membership.

Your Fingerhut Choice Plus Membership fee was established at the time you enrolled and appears in the Welcome Letter included with your Fingerhut Choice Plus Membership materials.

We accept payment for merchandise and Membership by: checks; money orders; Fingerhut Credit Account issued by WebBank; or debit/credit cards from Visa, MasterCard, Amex and Discover. Fingerhut Choice Plus Members do not need to have a Fingerhut Credit Account issued by WebBank to be a Member.

4. TERM; AUTOMATIC RENEWAL; BILLING.

The Fingerhut Choice Plus Membership term is one year, beginning on the date of purchase of Fingerhut Choice Plus. Renewals or Automatic Renewals within a current term extend the existing expiration date by one year. When an expired Membership is renewed, the new term is one year, beginning on the date of renewal.

Each Membership will automatically renew (referred to as "Automatic Renewal Membership") each year for additional one-year periods that commence on the day after the previous term ends unless (i) you pay for your Membership with cash, check, debit card (that always requires a PIN), or do not otherwise provide a credit or debit card or we are unable to get authorization to charge your debit or credit card or (ii) your Membership is cancelled or we terminate your Membership.

Automatic Renewal Membership fees will be billed annually and automatically to the credit card we currently have on file for you, in the amount of the then current Membership fee. You will be notified that your Membership will auto renew approximately one month prior to your Membership expiration date. Your annual Membership fee will be charged to the same account used for your original enrollment unless you notify us to change payment method.

Your Membership fee is subject to increase; however, the annual Membership fee can only be increased at the beginning of a new term, and Fingerhut will provide you with advance notice and opportunity to cancel prior to the implementation of any increase in Membership fees.

You will continue to receive program benefits as long as your automatically renewed Membership has been paid by an accepted method of payment.

5. CANCELLATION; TERMINATION.

- (a) You have the right to cancel your Fingerhut Choice Plus Membership at any time. If you cancel your Membership, you will be entitled to a full refund of your Membership fee only if you cancel during the first thirty (30) days of your initial or renewal Membership term. If you cancel your Membership after the first thirty (30) days of Membership, you will be refunded your Membership fee on a pro rata basis based on the number of months remaining in your Membership.

Cancellation requests must be communicated to Fingerhut at the Fingerhut Choice Plus Customer Service address or telephone number listed in Section 12.

- (b) We may terminate your Membership, including any associated accounts, without notice, for any reason in our sole discretion, including without limitation our belief that continued use of such Membership would violate any provisions of this Agreement, applicable law, or otherwise be harmful to our interests. In the event of any such termination, you will be entitled to a pro rata refund of your Membership fee based on the number of months remaining in your Membership.
- (c) We may terminate any or all of the benefits available under Fingerhut Choice Plus at any time with or without notice. In the event of our termination of any or all of the benefits of Fingerhut Choice Plus, at our election, we will either maintain your Membership benefits until expiration of the Membership current term or refund each Member a pro rata portion of the Membership fee for the remaining portion of the current Membership term.
- (d) Fingerhut reserves the right in its sole discretion to discontinue or change Fingerhut Choice Plus or its criteria or terms and conditions for Membership at any time. Fingerhut will provide timely notice of changes to terms and conditions at www.fingerhut.com.
- (e) If the Membership of a Member not in good standing is terminated by the Member or Fingerhut, then there shall not be any refund of any unused portion of the Membership.
- (f) Fingerhut may terminate any Membership without notice, whereupon Fingerhut shall discontinue billing Membership fees and providing Membership benefits. For good cause, including without limitation, if Fingerhut determines in its sole discretion that a Membership has been obtained or used fraudulently, Fingerhut may terminate any Membership prior to the end of a term.

6. MEMBER PRIVACY POLICY.

As a Member, the information we have about you will be subject to the Fingerhut Privacy Policy as amended from time to time in accordance with its terms. You may view the current version of the Fingerhut Privacy Policy at any time online at www.fingerhut.com or you may obtain a copy by calling Fingerhut Choice Plus Customer Service.

7. DISCLAIMERS; LIMITATION OF LIABILITY.

USE OF FINGERHUT CHOICE PLUS AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. THE MEMBERSHIP BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

FINGERHUT, AND ALL OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "MEMBERSHIP 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.

MEMBERSHIP PROVIDERS MAKE NO WARRANTY THAT (i) FINGERHUT CHOICE PLUS WILL MEET YOUR REQUIREMENTS, (ii) FINGERHUT CHOICE PLUS 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 FINGERHUT CHOICE PLUS WILL MEET YOUR EXPECTATIONS.

MEMBERSHIP 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 MEMBERSHIP PROVIDER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE FINGERHUT CHOICE PLUS 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 THE USE OF FINGERHUT CHOICE PLUS; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR FINGERHUT CHOICE PLUS MEMBERSHIP; OR (iv) ANY OTHER MATTER RELATING TO FINGERHUT CHOICE PLUS.

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.

8. 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 Minnesota, without regard to conflict of law principles.

9. BINDING ARBITRATION.

ANY CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT (INCLUDING ANY BREACH THEREOF) OR OF FINGERHUT CHOICE PLUS MEMBERSHIP SHALL BE SETTLED BY ARBITRATION ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION UNDER ITS COMMERCIAL ARBITRATION RULES (INCLUDING WITHOUT LIMITATION THE SUPPLEMENTARY PROCEDURES FOR CONSUMER-RELATED DISPUTES), AND JUDGMENT ON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF. ANY SUCH CONTROVERSY OR CLAIM SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS AND SHALL NOT BE CONSOLIDATED WITH ANY CLAIM OR CONTROVERSY OF ANY OTHER PARTY. THE FOREGOING SHALL NOT PRECLUDE FINGERHUT FROM SEEKING ANY INJUNCTIVE RELIEF IN STATE OR FEDERAL COURTS FOR PROTECTION OF THEIR RESPECTIVE INTELLECTUAL PROPERTY RIGHTS (INCLUDING SUCH RIGHTS OF THEIR RESPECTIVE LICENSORS).

10. ACKNOWLEDGMENT.

This Agreement, including all documents referenced herein, represents the entire understanding between us and any Member of Fingerhut Choice Plus with respect to Fingerhut Choice Plus and supersedes any other agreements, statements or representations. Headings used in this Agreement are for reference only and shall not affect the meaning of its terms.

11. CHANGES TO THIS AGREEMENT.

We may change the terms of this Agreement at any time without notice or liability by posting a revised Agreement at www.fingerhut.com. Any change shall take effect immediately, unless otherwise provided. You may view the current version of this Agreement at any time online at www.fingerhut.com. You may also obtain a copy by calling Fingerhut Choice Plus Customer Service.

12. GENERAL/MISC.

Fingerhut reserves the right, in its sole discretion, to offer or not offer promotional, discount, free or trial Memberships to certain Members or potential Members.

Fingerhut reserves the right to refuse Membership to any applicant. Individuals under the age of 18 are not eligible to be Fingerhut Choice Plus Members.

Except as provided in the terms and conditions of Membership, all other terms and conditions of a purchase shall be governed by the terms and conditions applicable to all orders from non-members and applicable law.

Employees of Bluestem Brands, Inc., its parent, their subsidiaries or their affiliated businesses are not eligible for Membership or Membership benefits.

Report any unauthorized use of Membership to Fingerhut Choice Plus Customer Service.

You can contact Fingerhut Choice Plus Customer Service by:

Telephone – 1-855-218-9451

Email – Go to fingerhut.com/contact

Mail – Fingerhut Choice Plus
6250 Ridgewood Road
Saint Cloud Minnesota 56303

This Agreement was last modified on August 27, 2012.