

# **MERCHANDISE CARD TERMS AND CONDITONS**

## **General**

Gift Card Services, LLC, a Virginia limited liability company, ("GCS") issues merchandise cards that may be redeemable at stores operated by Hibbett Sporting Goods, Inc. ("Hibbett"), ("Merchandise Card"). GCS reserves the right, at its discretion and at any time, with or without notice, to modify, add or delete these terms and conditions and those located on the Merchandise Card (collectively, the "Terms and Conditions"). The Terms and Conditions are subject and subordinate to Hibbett Web Site Terms and Conditions located at [www.hibbett.com](http://www.hibbett.com). Use of a Merchandise Card constitutes acceptance of the Terms and Conditions.

## **Receiving a Merchandise Card**

Merchandise Cards have no value until activated by a Hibbett associate. Once activated, this Merchandise Card is the property of the holder. Unless required by law, Merchandise Cards are not (i) redeemable for cash; (ii) refundable if lost or stolen; (iii) returnable; or (iv) available for resale. Other restrictions and exclusions may apply. Merchandise Cards are void where prohibited.

## **Redeeming Merchandise Cards**

Merchandise Cards may be used toward future purchases of merchandise at any participating Hibbett stores, including Hibbett Sports, Sports additions and Sports & Co. For the nearest Hibbett store, visit [www.hibbett.com](http://www.hibbett.com). Merchandise Cards must be presented at the time of redemption. When redeeming Merchandise Cards, any unused balance will be redeemable on the Merchandise Card and available for future purchases of merchandise. Upon redemption of this Merchandise Card, any purchase amount which exceeds the existing value of this Merchandise Card will be the responsibility of the redeemer. The redeemer is responsible for any applicable sales tax when Merchandise Cards are redeemed. In the case of fraud, misrepresentation, abuse or violation of the Terms and Conditions, GCS reserves the right to refuse acceptance of the Merchandise Card and to take all available legal or administrative action, including the forfeiture of any remaining Merchandise Card balance. GCS is not responsible for Merchandise Cards that are lost or stolen. Merchandise Cards do not expire and do not have fees for non-use. For balance inquiry, call 1-888-806-1720. Other restrictions and exclusions may apply.

## **Limitation of Liability**

Unless otherwise required by law, GCS makes no warranties, express or implied, with respect to Merchandise Cards, including, without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. In the event that a Merchandise Card code is non-functional, the holder's sole remedy, and GCS sole liability, shall be the replacement of such Merchandise Card with another Merchandise Card having the balance, if any, that is associated with the account.

## **Privacy**

Any personal information sent to and collected by GCS as part of the issuance or redemption of Merchandise Cards will be used in accordance with the Hibbett Privacy Policy located at [www.hibbett.com](http://www.hibbett.com).

**Inquiries**

Any inquiries regarding the issuance and redemption of Merchandise Cards may be sent to: Merchandise Card Services, LLC, Box #745, 8005 Creighton Parkway, Suite C, Mechanicsville, Virginia 23111.