

UNITED STATES DISTRICT COURT
DISTRICT OF SOUTH CAROLINA
Greenville Division

Myriam Fejzulai and Monica Moore,)	
individually and on behalf of all others)	C.A. No. 6:14-cv-03601-BHH
similarly situated,)	
)	
Plaintiffs,)	
)	
v.)	SECOND AMENDED CLASS
)	ACTION COMPLAINT
)	Jury Trial Demanded
Sam’s West, Inc.; Sam’s East, Inc.; and)	
Wal-Mart Stores, Inc. (all d/b/a “Sam’s)	
Club” and/or “Sam’s Wholesale Club”),)	
)	
Defendants.)	

Plaintiffs, on their own behalf and on behalf of all others similarly situated, allege against Sam’s West, Inc., Sam’s East, Inc., and Wal-Mart Stores, Inc. (collectively referred to below as “Sam’s Club”) as follows:

JURISDICTION AND VENUE

1. This civil action seeks damages for breach of contract. In the alternative, Plaintiffs seek injunctive relief as set forth below.

2. This Court has jurisdiction under 28 U.S.C. § 1332(d) because the matter in controversy, based on the aggregation of claims of individual class members (the “Class” is defined below) per 28 U.S.C. §1332(d)(6), exceeds the sum or value of \$5,000,000, exclusive of interest and costs, and one or more members of the Class is a member of a State different from any Defendant. None of the Defendants are citizens of the State of South Carolina and, upon information and belief, less than one-third of the members of the Class are citizens of the State of South Carolina.

3. The Court has personal jurisdiction over the Defendants, and venue in this District is proper under 28 U.S.C. § 1391(b) and (c).

PARTIES

4. Plaintiff Myriam Fejzulai is a resident of Greenville County, South Carolina. She has been a member of Sam's Club for approximately eight years.

5. Plaintiff Monica Moore is a resident of Aiken County, South Carolina. She has been a member of Sam's Club since August 2014.

6. Defendant Sam's West, Inc. ("Sam's West"), d/b/a Sam's Club and/or Sam's Wholesale Club, is an Arkansas corporation registered to do business in South Carolina with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716. Upon information and belief, Sam's West is a wholly owned subsidiary of Defendant Wal-Mart Stores, Inc., and its operations are indistinct from Sam's East. Sam's West does business in this venue and is subject to the personal jurisdiction of the Court. Its registered agent for service of process is CT Corporation System, 2 Office Park Ct., Suite 103, Columbia, SC 29223.

7. Defendant Sam's East, Inc. ("Sam's East"), d/b/a Sam's Club and/or Sam's Wholesale Club, is an Arkansas corporation registered to do business in South Carolina with its principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716. Upon information and belief, Sam's East is a wholly owned subsidiary of Defendant Wal-Mart Stores, Inc., and its operations are indistinct from Sam's West. Sam's East does business in this venue and is subject to the personal jurisdiction of the Court. Its registered agent for service of process is CT Corporation System, 2 Office Park Ct., Suite 103, Columbia, SC 29223.

8. Defendant Wal-Mart Stores, Inc. ("Wal-Mart"), d/b/a Sam's Club and/or Sam's Wholesale Club, is a Delaware corporation registered to do business in South Carolina with its

principal place of business at 702 S.W. 8th Street, Bentonville, Arkansas 72716. Wal-Mart does business in this venue and is subject to the personal jurisdiction of the Court. Its registered agent for service of process is C T Corporation System, 2 Office Park Ct., Suite 103, Columbia, SC 29223. Sam's Club is a division of Wal-Mart. Wal-Mart exercises control over Sam's Club and its operations and facilities with respect to the matters described herein such that the breaches of contract set forth herein can be attributed to Wal-Mart's management, personnel, policies, directives and other controls. Upon information and belief, Wal-Mart actively and directly participated in the breaches described herein.

9. Wal-Mart, Sam's West, and Sam's East all do business as Sam's Club and are collectively referred to herein by that term ("Sam's Club" or "Sam's"). They are jointly and severally liable for the breaches described herein.

BACKGROUND FACTS ***Sam's Club's 200% Freshness Guarantee***

10. Sam's Club operates through memberships which are sold to individuals and businesses. A standard individual or business membership is \$45 per year. A "Plus" membership is \$100 per year. (See Exhibit A, "Membership Page".¹) A membership constitutes a contract between each member and the company (the "Membership Agreement"). The Membership Page sets forth as a provision of membership for all categories, and thus a term of the contract between Sam's Club and each member, a "200% Freshness Guarantee" which reads as follows:

Freshness Guarantee

- 200% money-back guarantee on all fresh meat, seafood, bakery and produce. Non-Members receive 100% money-back guarantee.

(Exhibit A, p.2).

¹ <http://www.samsclub.com/sams/pagedetails/content.jsp?pageName=aboutSams>

11. The Membership Page also references “More Membership Details” which links to another page entitled “Membership Terms and Conditions.” (See Exhibit B, “Membership Terms and Conditions.”) The “Membership Terms and Conditions” in turn references and contains links to Sam’s “Return/Refund Policy” (attached as Exhibit C) and “Return/Refund Exceptions” (attached as Exhibit D) for further information about returning products to Sam’s Club.

12. The “Return/Refund Exceptions” page also references the 200% Freshness Guarantee, stating:

No Receipt or Proof of Purchase Required:

- Refund on Fresh product (i.e., Meat, Bakery, or Produce) will follow the 200% guarantee: Double the Member's money back OR refund of the original purchase price and replacement of the item. The 200% guaranteed applies only to paid Members with Sam's Club. It does not apply to one-day or other passes.

13. The 200% Freshness Guarantee is also set forth on a page on Sam’s website for mobile users. This page, also entitled “Terms and Conditions,” includes the following:

200% Freshness Guarantee: Sam’s Club offers members a 200% guarantee for fresh products (i.e., meat, bakery and produce). We will refund double the member’s purchase price or refund the purchase price and replace the product. A 100% guarantee will be offered to all other customers.

(Exhibit E, page 2.)

14. The 200% Freshness Guarantee has been part of the terms and conditions of the Membership Agreement since at least 2008.

15. Sam’s Club touts the Freshness Guarantee in its marketing materials. One example is a press release dated July 31, 2012. (See Exhibit F). In the release, Sam’s states:

Sam’s Club is committed to providing Members with fresh, peak-season fruits that are bursting with flavor and nutrients. Each Northwest cherry found at Sam’s Club is handpicked by passionate produce experts from growers dedicated to innovations in freshness and sustainability, ensuring the highest quality at an exceptional value. **And with the 200% satisfaction guarantee* on crisp produce, fresh meats, savory seafood and gourmet-to-go desserts, families can feel secure about the quality of ingredients they are grilling this summer.**

* * *

*Sam’s Club will double the Member’s money back or refund of the original purchase price and replacement of Fresh product. The 200% Guarantee applies only to paid members with SAMS CLUB. It does not apply to 1-Day or other Passes. Non-members may return fresh product for their purchase price only.

(Emphasis added.²) Another example is Exhibit G, from Sam’s “meat guide,” where Sam’s writes:

Whether it’s a skeptical youngster at the family dinner table or a discerning customer in a restaurant, everyone will agree that the select fresh meats from Sam’s Club are a delicious hit! **And, with the Sam's Club 200% guarantee on all fresh meat, you just can't lose.**

(Emphasis added.³)

Plaintiffs’ Experience With Sam’s Club And The 200% Freshness Guarantee

16. As noted above, Plaintiff Myriam Fejzulai has been a member of Sam’s Club for approximately eight years, paying the yearly membership fee each year. Plaintiff Fejzulai has bought most of her groceries at Sam’s Club since becoming a member.

17. Over the years, Plaintiff Fejzulai has bought a large amount of fresh meat, bakery and produce items. She has also returned a significant number of those items in the last several years. Until May 2014, she has never been refunded more than the purchase price of the items nor ever been offered the return of her purchase price plus a replacement product as she was entitled to under the terms of her membership with Sam’s Club. Plaintiff Fejzulai believes that she has returned hundreds of dollars of products covered by the 200% Freshness Guarantee over the last several years without receiving what she was contractually entitled to receive under the guarantee in her Membership Agreement.

18. As noted above, Plaintiff Monica Moore has been a member of Sam’s Club since July 2014. She paid her yearly membership fee upon joining. Since joining, Plaintiff Moore has bought groceries at Sam’s Club at least five times.

19. Plaintiff Moore has bought fresh meat, bakery and produce items at Sam’s Club. She has also returned fresh goods to Sam’s Club on at least one occasion. However, Plaintiff Moore

² www3.samsclub.com/newsroom/Press/1205

³ www.samsclub.com/sams/pagedetails/content.jsp?pageName=meatGuide

was never refunded more than the purchase price of the goods nor was she informed of or offered the 200% Freshness Guarantee refund as she was entitled to under the terms of her Membership Agreement with Sam's Club.

20. Upon information and belief, Sam's has treated numerous members who have returned goods covered by the 200% Freshness Guarantee in the same manner as it has treated Plaintiffs: it has failed to honor the 200% Freshness Guarantee as required by the terms of its Membership Agreement. Given that Sam's has, on information and belief, over 47 million members, Plaintiffs allege that Sam's has failed to honor the 200% Freshness Guarantee for many thousands, if not millions, of its members.

21. Further, Sam's Club has engaged in this behavior for many years and has made no efforts to correct this behavior since the filing of this lawsuit despite their knowledge that the 200% Freshness Guarantee is routinely concealed from and not offered to members. Upon information and belief, Sam's will continue to fail to honor the 200% Freshness Guarantee in the future.

C L A S S D E F I N I T I O N A N D P E R I O D

22. This action is brought by Plaintiffs on behalf of themselves and of a nationwide class of similarly situated persons.

23. The proposed class is all those persons (a) who were, or are, members of Sam's Club, (b) who purchased from Sam's Club a "Fresh Product" (fresh meat, seafood, produce, or bakery) items, and (c) who returned a "Fresh Product" to Sam's Club during the class period. For purposes of the South Carolina subclass alleged below the proposed class is all those class members as defined above who were, or are, residents of South Carolina during the applicable class period.

24. The class period shall be based on the applicable statute of limitations for contract claims. In the event the Court determines that the Sam's Membership Agreement is governed by Arkansas law, the class period shall commence on September 11, 2009, as per Arkansas's five-year statute of limitations for contract claims, and go through the date of judgment. In the event the Court determines that each Membership Agreement is governed by the member's state of residence, the class periods for members of the various states shall be based on the statute of limitations of the members' states of residence. For example:

a. In states with a three-year statute of limitations (e.g., AK, CO, DE, DC, MD, NH, NC & SC), the class period shall commence on September 11, 2011 and go through the date of judgment.

b. In states with a four-year limitations period (e.g., CA, PA & TX), the class period shall commence on September 11, 2010, and go through the date of judgment.

c. In states with a five-year limitations period (e.g., AR, FL, ID, KS, MO, NE, OK & VA), the class period shall commence on September 11, 2009, and go through the date of judgment.

d. In states with a six-year limitations period e.g., AL, AZ, CT, GA, HI, ME, MA, MI, MN, MS, NV, NJ, NM, NY, ND, OR, SD, TN, UT, VT, WA & WI), the class period shall commence on September 11, 2008, and go through the date of judgment.

e. In states with an eight-year limitations period (e.g., MT & OH), the class period shall commence on September 11, 2006, and go through the date of judgment.

f. In states with a ten-year limitations period (e.g., IL, IN, IA, LA, RI, WV & WY), the class period shall commence on September 11, 2004, and go through the date of judgment. And

g. In states with a fifteen-year limitations period (e.g., KY), the class period shall commence on September 11, 1999, and go through the date of judgment.

25. Excluded from the Class are the Defendants, their respective officers, directors and employees, any entity that has a controlling interest in any defendant, and all of its respective employees, affiliates, legal representatives, heirs, successors, or assignees. Any claims for personal injury or consequential damages, not otherwise permitted under the facts pled herein, are expressly excluded from this action.

26. Alternatively, Plaintiffs propose the following class definition for their claim for injunctive relief set forth below: All those persons who were, or are, members of Sam's Club during the class period.

C L A S S A C T I O N A L L E G A T I O N S

27. Plaintiffs bring this class action under Federal Rules of Civil Procedure 23(a) and 23(b)(3). Alternatively, Plaintiffs seek relief under Federal Rules of Civil Procedure 23(b)(2) or 23(c)(4).

28. The members of the class are so numerous that joinder of all members is impracticable. The disposition of these claims as a class action will provide substantial benefits to the parties and the Court including the just, speedy, and inexpensive determination of this matter. Sam's Club is a nationwide chain with over 45 million members in the United States and Puerto Rico, and the Sam's Membership Agreement, the contract at issue, is identical with respect to each class member. Moreover, the members of the class are readily identifiable through the records and transaction data kept by Defendants.

29. Plaintiffs' claims are both typical and aligned with the proposed class claims. The damages sustained by Plaintiffs are also typical of those sustained by class members.

30. Plaintiffs will fairly and adequately protect the interests of the Class, and Plaintiffs have retained competent counsel with experience in class action litigation. Plaintiffs have no interests that are contrary to, or in conflict with, those of the class that Plaintiffs seek to represent.

31. A class action is superior to all other available methods for the fair and efficient adjudication of this controversy because joinder of potentially millions of Sam's Club members is impracticable, the damages suffered by individual class members may be relatively small, and the expense and burden of litigation would make it difficult if not impossible for the members of the Class to individually redress the wrongs done to them by the defendants. However, because of the commonality of the predominant issues involved in the claims, defenses, and damages alleged, there will be no difficulty in maintaining this dispute as a class action.

32. There is a well-defined community of interest in the questions of law and fact involved in this matter such that a class action is clearly the superior method for the fair and efficient handling of this dispute.

C O U N T 1
Breach of Contract

33. Plaintiffs incorporate by reference each and every allegation contained in the foregoing paragraphs.

34. The terms and conditions of Sam's Membership Agreement, including the 200% Freshness Guarantee, and Plaintiffs' payment of membership fees or dues constitute a contract between Plaintiffs and Sam's Club.

35. Defendants breached that contract as alleged above each time they failed to refund 200% of the purchase price of any returned item subject to the 200% Freshness Guarantee (or refund 100% the purchase price of any returned item subject to the 200% Freshness Guarantee and replace the item).

36. Plaintiffs and each member of the proposed class have been damaged as a proximate result of these actions. Plaintiffs, on their own behalf and on behalf of each member of the proposed class, seek actual damages in an amount to be determined by a jury.

C O U N T 2
Injunctive and Declaratory Relief

37. Plaintiffs incorporate by reference each and every allegation contained in the foregoing paragraphs.

38. Alternatively, Plaintiffs seek injunctive and declaratory relief for the purposes of determining questions of actual controversy between class members and Defendants.

39. The proposed class for this request for relief is set forth above at Paragraph 26. As set forth above, the alternatively proposed injunctive class also meets the requirements of Federal Rules of Civil Procedure 23(a)(1)-(4).

40. Plaintiffs seek these declarations to determine the rights of the class members and to enjoin Defendants from further engaging in a pattern of activity whereby they systemically fail to abide by the terms of the membership contracts by failing to honor their 200% Freshness Guarantee and by failing to adopt and implement procedures, protocols, training, instruction, and point-of-sale logic to ensure that each Club and its associates: 1) are instructed and trained regarding the 200% Freshness Guarantee, 2) comply with the 200% Freshness Guarantee with no additional conditions, and 3) are monitored so as to correct any non-compliance with the 200% Freshness Guarantee.

41. Defendants' unlawful pattern of activity as described herein is systemic and the declarations Plaintiffs seek relate wholly to Defendants' actions or omissions in their conduct towards the class as whole.

42. Plaintiffs seek a declaration of the following questions:

a. That the 200% Freshness Guarantee is a material term of the contract entered into between the class members and Defendants;

b. That Defendants' failure to honor and comply with their 200% Freshness Guarantee when a class member returns a Fresh Product is a breach of the contract;

43. Plaintiffs seek an order directing:

a. That Defendants properly honor and comply with their 200% Freshness Guarantee;

b. That Defendants establish and implement procedures and protocols to ensure that their Clubs and associates honor the 200% Freshness Guarantee through associate training and monitoring programs as well as the implementation of a point-of-sale technology that alerts the associate to the applicability of the 200% Freshness Guarantee to a Fresh Product return, with any dispute(s) over the process for implementing such measures subject to adjudicated by the Court, a special master appointed by the Court, or as agreed by the parties; and

c. That all class members be given the best practicable notice of the Court's declarations at the cost of the Defendants.

C O U N T 3
Rule 23(c)(4) Certification of Liability Issues

44. Plaintiffs incorporate by reference each and every allegation contained in the foregoing paragraphs.

45. Alternatively, should the Court find that Plaintiffs cannot meet the requirements of Rule 23(b)(3), Plaintiffs respectfully request that the Court certify certain liability issues that are susceptible to class-wide proof and which do meet the requirements of Rule 23(b)(3).

46. As set forth above, common liability questions predominate over any questions affecting individual class members and those issues are subject to common proof as the evidence

necessary to establish liability focuses on a uniform membership contract which promises a 200% Freshness Guarantee refund to each class member.

47. The precise liability issues Plaintiffs would seek to alternatively certify will be set forth more fully in their forthcoming motion for class certification; however, those predominant liability issues will necessarily relate to whether the Defendants have an obligation to honor and comply with their 200% Freshness Guarantee refund promise and 2) whether Defendants' failure to do so is a breach of the contract with its club members.

C O U N T 4

Violation of the S.C. Unfair Trade Practices Act – South Carolina subclass

48. Plaintiffs incorporate by reference each and every allegation contained in the foregoing paragraphs.

49. For those class members such as Plaintiffs who are, or were, residents of South Carolina during the applicable class period, Plaintiffs allege that with respect to those class members, Defendants have violated the South Carolina Unfair Trade Practices Act, S.C. Code § 39-5-10, *et seq.*

50. Plaintiffs and the South Carolina class members are “persons” within the meaning of S.C. Code § 39-5-10(a).

51. Defendants, which receive substantial revenue from their operation of Sam's Clubs in South Carolina, are engaging in commerce as those terms are defined in S.C. Code § 39-5-10(b).

52. Defendants' unlawful actions and omissions, as described above, constitute unfair and deceptive practices within the meaning of S.C. Code § 39-5-20(a).

53. Defendants' unlawful actions and omissions are capable of repetition and, upon information, are currently ongoing.

54. Defendants' unlawful conduct affects the public interest of South Carolina.

55. Defendants knew and know, or reasonably should have known and should know, that the unlawful conduct described above was and is in violation of the Act.

56. As a direct, foreseeable, and proximate result of Defendants' unfair and deceptive conduct, Plaintiffs and the South Carolina class members have suffered losses.

57. As such, Plaintiffs and the South Carolina class members are entitled to their actual damages, which should be trebled, together with interest and attorneys' fees as provided by the Act.

RELIEF REQUESTED

58. Plaintiffs respectfully request that this Honorable Court:

a. Enter judgment against the Defendants in an amount to be determined for the actual and consequential damages of Plaintiffs and the class members;

b. Award costs, attorneys' fees and expenses reasonably incurred in the prosecution of the instant action to the extent permitted by law.

c. Alternatively, to declare the rights of the class members and enjoin the Defendants from further engaging in the above-described unlawful conduct as requested by Plaintiffs herein;

d. For such other and further relief as the Court deems just and proper.

JURY TRIAL DEMANDED

59. Plaintiffs demand a trial by jury as to all issues.

Respectfully submitted,

/s/ William D. Herlong

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Dated: November 23, 2015

EXHIBIT A



Life is better in the club.

Sam's Club Membership

Whether you're an individual or a business, a Sam's Club Membership more than pays for itself. With exclusive savings on the things you need, the things you love, and on all sorts of unexpected things. And don't forget, Sam's Instant Savings. In addition to all that. Sign up today, and see how much better it is in the Club.

Online sign up is temporarily inactive for members in Puerto Rico. Please visit your local club to sign up for a Sam's Club Membership.



Sam's Plus | \$100

[Renew](#)

[Join Now](#)



Sam's Business | \$45

[Renew](#)

[Join Now](#)



Sam's Savings | \$45

[Renew](#)

[Join Now](#)

▼ [Expand All](#) > [Collapse All](#)

▼ Cash Rewards⁵

Earn \$10 for every \$500 in qualifying Sam's Club purchases, up to \$500 annually. Use for purchases, membership fees or redeem for cash.

✓		
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▼ Early Shopping Hours^{**}

We'll open the doors for you at 7 am Monday – Saturday; get in and out with what you need.

✓	✓	
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▼ Add-on Memberships

Add-on memberships are available for businesses only – at both the business and Plus membership level. Add-on members receive all business member benefits including a complimentary household card and are \$45 annually. Businesses with a plus membership can have up to 16 add-on memberships. Businesses with a business membership can have up to 8 add-ons.

Up to 16	Up to 8	
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▼ Pharmacy⁴ Discount[†]

Save 40% on many generics and 8% on name-brand prescriptions when not using prescription drug coverage. In 2012, plus members used discount saved on average \$16 per prescription versus the regular Sam's retail price.

✓	✓	
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▼ Optical⁴ Discount^{††}

Receive \$40 off a regular-priced pair of prescription eyeglasses when purchasing a one-year supply of contact lenses not using vision plan/insurance benefits.

✓	✓	
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▼ Access to Great Values on Quality Brands¹

Members saved on average 30% throughout the club every day compared to traditional retail prices on your favorite brands and quality merchandise.

✓	✓	✓
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▼ Instant Savings^{*}

Receive special savings from our top suppliers that are above and beyond our members-only prices. Offers are electronically loaded to you and automatically redeemed at checkout. Your Instant Savings book is mailed to your home several times throughout the year.

✓	✓	✓
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▼ Sam's Club[®] MasterCard[®] with cash back²

Sam's Club Membership

5% cash back at U.S. and Puerto Rico gas stations and on gas at Sam's Club (on first \$6,000 per year in purchases, then 1% on purchase thereafter), 3% cash back on dining and travel, 1% cash back on other purchases.²

✓	✓	✓
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✓ **Optical⁴ Discount – Rx Eyeglasses³**

\$40 off when you purchase 2 complete pairs of regularly priced Rx eyeglasses not using vision plan/insurance benefits.

✓	✓	✓
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✓ **Click 'n' Pull®**

Order online by 5 pm and it will be ready for pickup at the club anytime the next day.

✓	✓	✓
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✓ **SamsClub.com**

Shop the world's largest Sam's Club for an expanded assortment of items, including thousands you'll only find online.

✓	✓	✓
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Sam's Plus | \$100

Sam's Business | \$45

Sam's Savings | \$45

Renew

Join Now

Renew

Join Now

Renew

Join Now

More Membership Details :: [Membership Terms & Conditions](#)

✓ Expand All > Collapse All

✓ **Health & Wellness Services**

- Hearing Center – Get free hearing tests and terrific prices on an amazing variety of hearing devices, swim plugs, custom earbud molds &
- Health Screenings – Free health screenings throughout the year – up to a \$150 value.

✓ **Financial Services**

- **Sam's Club® MasterCard®** – 5% cash back at U.S. and Puerto Rico gas stations and on gas at Sam's Club (on first \$6,000 per year in purchases, then 1% on purchases thereafter), 3% cash back on dining and travel, 1% cash back on other purchases.²
- **Sam's Club Credit Card** – Zero fraud liability, one-card convenience (it doubles as your membership card), plus special financing prom and in-club cash access for our non-Business members; and itemized monthly billing statements for our business members.
- **Merchant Payment Solutions** – First Data has simplified merchant processing to save you time and money – Choose from two different plans. [Click here](#) for more information, and try First Data's Cost Calculator today to see how much you may save.
- **SBA Small Business Loans** – As a Sam's Club Member, you have the advantage by applying for a \$5,000 to \$25,000 loan through Su Financial Group's SBA Loan Program. You'll benefit from a simple, fast process, as well as exceptional savings on fees, rates and terms [here](#) for more information.

✓ **Satisfaction Guarantee**

- Love your Membership, or your money back. If you're not satisfied with your Membership at any time, we'll refund your annual fee in full.

✓ **Freshness Guarantee**

- 200% money-back guarantee on all fresh meat, seafood, bakery and produce. Non-Members receive 100% money-back guarantee.

✓ **Personal Services**

- **Delivery and Installation** – Enjoy low prices on the delivery of electronics, mattresses.
- **Photo** – Discover amazing prices on photo gifts, greeting cards, one-hour photos and more.

✓ **Tire and Battery Center**

- Get free flat repair, regardless of where your tires were purchased, plus free battery testing and free wiper-blade installation. Also get free emergency tire changing with purchase of a Premium Tire Installation package.

✓ **Electronic Services & Technical Assistance**

- **Tech Experts** – Receive free, 24/7 Members-only assistance for electronics purchased at Sam's Club. Just call toll-free 1-877-758-434

✓ **Military Membership**

A Membership exclusively for active and retired military personnel and their spouses. [Learn more](#)

✓ **Collegiate Membership**

A Membership exclusively for college students. [Learn more](#)

✓ **Partner Membership Program**

A Membership program exclusively for corporations, associations, and organizations. [Learn more](#)

* All terms and conditions apply. Instant Savings items are subject to availability and valid dates. Select Instant Savings are available online. For Click 'n' Pull® purchases, Instant Savings

8/13/2014

Sam's Club Membership

redeemed at point of sale at the club with the primary membership card. State and local laws may require sales tax to be charged on the pre-discounted price of an item with an instant To view your Instant Savings account, visit SamsClub.com/instantavings or download the Sam's Club app. Member must have a registered email on SamsClub.com in order to see Instant Savings account page online. Visit SamsClub.com/instantavings for program details and terms and conditions. These Instant Savings may take up to 24 hours to load to a account and are available in U.S. clubs with a U.S. membership, excluding Puerto Rico.

** May vary by club.

† Plus and business members save an additional 8% on name-brand prescriptions and 40% on generics not part of the \$4/\$10 generic prescription program, when paying out-of-pocket prescription drug coverage. Savings based on the dispensing Sam's Club Pharmacy's regular retail cash price. Discounts do not apply to purchases submitted to any health benefit program, insurer or governmental health care program. Discount is non-transferable, may not be combined with other offers, and is available in-club only. Other restrictions may apply. Visit your local Sam's Club Pharmacy for details.

†† Receive \$40 off a regular-priced pair of eyeglasses (frames and lenses) with a purchase of a one-year supply of contact lenses. Valid eyeglass and contact lens prescriptions required. Supply is determined by manufacturer's recommended wear schedule. Offer applies to prescription eyeglasses and prescription sunglasses. Professional eye exam not included. This offer is available to individuals using vision insurance of any kind, including Medicaid or Medicare, for all or part of their purchase. This offer is non-transferable and may not be combined with other offers. Offer not available in Arkansas, Delaware, Oklahoma and Rhode Island, and is available in-club only.

¹ Based on estimated annualized savings on items members purchased in select categories derived from a survey conducted in 30 U.S. markets between 1/2/2012 and 1/27/2012 comparing regular unit prices to regular and shelf-visible sale and loyalty discount unit prices of selected non-club competitors, including, but not limited to, grocery stores and mass retailers, but not Walmart®. Local savings for individual customers vary. For more information, please send request to the attention of Sam's Club Member Services, 2101 S.E. Simple Savings Dr., Bentonville, AR 72716-0745.

² Sam's Club® MasterCard® cardholders are eligible to earn cash back rewards on purchases made with their Sam's Club® MasterCard® account. Rewards apply to net card purchase (excluding returns). Rewards percentages depend on the type of purchase made (5% for gas purchases at U.S. and Puerto Rico Sam's Club and Walmart fuel stations, and at Gas Stations located in Puerto Rico (but excluding purchases at fuel stations at wholesale clubs (other than Sam's Club), certain supercenters, and supermarkets), for up to the first \$6,000 in gas purchases and 1% thereafter; 3% for dining and travel purchases (excluding purchases at wholesale clubs other than Sam's Club) and 1% for all other Eligible Purchases). Maximum of \$5,000 in rewards can be earned in a calendar year. Cash back checks are issued each February for the cash back earned during the previous calendar year. Cash back rewards are forfeited if the Sam's Club® MasterCard® account is not in good standing, if the Sam's Club Membership terminates or lapses, or if the cash back earned in a calendar year is less than \$5.00. Cash back checks are payable to Sam's Club and may be cashed only at a Sam's Club location. See the ["How to Earn Cash Back with your Sam's Club® MasterCard®"](#) rewards program for details.

³ Buy one pair of prescription eyeglasses (frames and lenses) at regular price and receive \$40 off the purchase of a second pair of prescription eyeglasses. Valid prescription required to purchase prescription eyeglasses and prescription sunglasses. Purchases must be made on same transaction. Professional eye exam not included. This offer does not apply to individuals using vision insurance of any kind, including Medicaid or Medicare, for all or part of their purchase. This offer is non-transferable, may not be combined with other offers except associate eyewear and is available in-club only.

⁴ Specialty departments vary by club.

⁵ Cash Rewards are only available for Sam's Plus™ Members. Sam's Plus Members earn \$10 in Cash Rewards for every \$500 in qualifying pre-tax purchases with a maximum reward per month membership period. Cash Rewards are awarded annually and loaded onto the membership card for use in-club, on SamsClub.com or redeemable for cash. A member can accrue a Maximum Balance of \$2,000 in earned Cash Rewards on a membership card, at which point accrual of Cash Rewards stops until the Maximum Balance is reduced. Cash Rewards are forfeited if purchases made during the time of Maximum Balance. Restrictions apply. Visit SamsClub.com/cashrewards for program details and terms and conditions.

EXHIBIT B



Help Center

Membership Terms and Conditions

Published 11/04/2008 10:21 AM | Updated 07/02/2014 10:51 AM

Please note: Membership Terms and Conditions are subject to change without notice.

Satisfaction Guaranteed

Membership: We offer a 100% satisfaction guarantee on your Membership or your money back.

Merchandise: If you are not pleased with any product you buy at the Club, we will replace it or refund your money, or provide you with the equivalent amount on a Sam's Club gift card. Please retain your original receipt to assist us with your refund.

Please Note:

Special return instructions for computers, tobacco, refrigerants, and fresh products apply. If you have questions, please contact your Club manager.

Please visit our [Return / Refund Policy](#) and our [Return / Refund Exceptions](#) for further information about return your products back to Sam's Club.

General Policies:

Children and Guests: Our Members are welcome to bring their children and up to two guests to Sam's Club. A Member must accompany children and guests at all times.

- Only a Member may purchase items. Children may not be left unsupervised.
- Parents are responsible for their children.
- Members are responsible for any items opened or damaged by their guests, children or themselves.

Dress Code: Shoes and shirts are required. **Smoking:** Not allowed in the Club.

Tobacco and Liquor: No sales to minors.

Receipts: To ensure that you are charged correctly for the merchandise you have selected, you will be requested to show your receipt when exiting.

Sam's Club reserves the right to inspect any container, backpack, briefcase and so forth upon entering or leaving the Club and to refuse entry to anyone at our discretion.

Renew Membership:

The primary Member must authorize renewal or cardholder changes (including add-ons for

Membership Terms and Conditions

Business Members and Plus Members who operate a business), Membership account maintenance, and is responsible for the account.

Members receive a renewal notice by mail (unless you are set up with automatic billing on Sam's Club Credit or enrolled in the Auto Renew program).

Member may renew by mail, at the Club, mobile or on SamsClub.com.

- Business Membership and Plus Members who operate a business can renew over the phone if they do not have any add-ons.
- Plus and Sam's Savings renewals can be done over the phone.

Members with Sam's Club Credit will be automatically billed for renewal unless otherwise specified. You will not receive a new card each year.

Renewal within 60 days of your expiration date extends your Membership for 12 months from the expiration date. Renewals after that point is at the discretion of Sam's Club to extend your Membership for 12 months from the renewal.

Membership:

All Memberships are subject to Sam's Club rules that are amended from time to time and may change without notice.

Sam's Club reserves the right to accept, refuse or revoke Membership without cause.

Sam's Business Memberships are available to all qualifying owners/operators of businesses or licensed professionals - 18 years of age or older. To learn about documentation requirements, [click here](#).

- Plus Members who own or operate a business are able to obtain a "business" distinction on the back of their card if they provide the necessary documentation.

Membership Cards and Fees

For all Members:

Membership fee is for one 12-month period from the date of enrollment of the primary cardholder.

The household card is for the primary cardholder's spouse, domestic partner or household member living in the same household who is 18 years of age or older.

Membership cards require a card number and a photo to be valid. Membership cards are non-transferable and are valid at all Sam's Club locations worldwide.

Membership may be terminated and card revoked at Sam's Club discretion.

Members are requested to show their cards when entering Sam's Club and when checking out.

Report a lost or stolen card immediately at any Sam's Club Member Services Desk or by calling 888-746-7726.

To learn about our Partner Membership Program, please [click here](#).

Specific to Sam's Business Members and Plus Members who own or operate a business:

A primary Business Membership includes a card for you, a card for your household cardholder and

a company card.

Primary Business cardholders may add add-on cards for an additional fee.

- Plus Members who own or operate a business may add 16 additional add-on cardholders
- Sam's Business Members may add 8 additional add-on cardholders

The company card is transferable to any Member of the organization.

Payment

For all Members:

We accept checks, cash, Sam's Club Credit, Wal-Mart® Credit, MasterCard®, Discover®, EBT and ATM debit cards.

Personal Checks: Preprinted from Member's personal checking account with Member's name, address and phone number written in the exact amount of the purchase. Photo ID (such as a driver's license or passport) may be required.

Specific to Sam's Business Members and Plus Members who operate a business:

Business Checks: Preprinted from company's business checking account with company name, address and phone number written in the exact amount of the purchase and signed by an authorized company representative. Photo ID may be required. The company guarantees payment on all purchases made with a company business check.

All company purchases must be made with authorized company (business) checks.

The Primary Business Member is not responsible for personal checks written by add-on cardholders.

Sam's Business Members and Plus Members who operate a business: Use of Resale Permit or Transaction of Privilege Tax License (Tax-Exempt)

Business Member must declare to the cashier any merchandise being purchased for resale or otherwise tax-exempt.

A tax-exempt organization may purchase tax-free. All items purchased must be used exclusively by the tax-exempt organization for tax-exempt purposes only.

To obtain tax-exempt purchasing privileges, Members must present a valid state tax-exempt number or Sales and Use tax license (or photo copy) with a Membership application and renew it once every three years at Sam's Club.

If the Member buys any property for resale and uses that property for anything other than retention, demonstration or display while holding it for sale, the law requires the Member to report and pay tax, measured by the purchase price or other authorized amount.

Member will hold Sam's Club harmless from and will indemnify Sam's Club against any claim, loss or expense occurring from any failure to comply with resale permits or tax-exempt requirements, and Membership will be subject to immediate forfeiture.

To view our privacy policies, please [click here](#).

For additional Terms and Conditions on Membership, please visit the "Terms and Condition" link on the [About Membership](#) link for your type of Membership.

8/13/2014

Membership Terms and Conditions

For Terms and Conditions for SamsClub.com, please [click here](#).

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Become a Member

You could save the cost of your Membership in a single visit.

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EXHIBIT C



Return / Refund Policy

Published 11/07/2008 01:04 AM | Updated 06/05/2014 04:24 PM

What is the Sam's Club return / refund policy?

We want you to be **100% satisfied**, so we offer a 100% guarantee on merchandise and Membership.

We will refund purchases in full with a receipt. [Click here](#) to view our **Return/Refund exceptions**.

No receipt: We will refund the purchase(s) at the last selling price with a shopping card.

- **Note:** Non-Members must have a receipt to return items.

We will refund your Membership in full on or before the expiration date, if you are not completely satisfied.

Electronic products or purchases:

- For assistance with electronic products or purchases, please contact our [Tech Experts](#) at **877-758-4346**.
- For more information about electronic product returns, please see our [Return / Refund exceptions](#).

Please Note:

Items can only be returned to Sam's Clubs, not Walmart stores.

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Become a Member

You could save the cost of your Membership in a single visit.

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Return / Refund Policy

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EXHIBIT D



Return / Refund exceptions

Published 02/11/2009 09:14 AM | Updated 06/08/2014 09:04 PM

What are the Sam's Club return / refund policy exceptions?

Receipt or Proof of Purchase Required:

Televisions, laptop and desktop computers, projectors, digital music players, cameras, camcorders and other electronics must be returned within 90 days of the original purchase and with a receipt.

Cell phones, tablets, e-readers and GPS must be returned within thirty (30) days of the original purchase and with a receipt.

- ♦ For assistance with electronic products or purchases, please contact our Tech Experts at 877-758-4346. For information on Tech Experts please [click here](#).

Computer/video game software must be returned in the original and unopened packaging with receipt to receive a refund. Defective software must be returned within 90 days of the original purchase with a receipt to receive an exchange of merchandise.

Refrigerants (R-134A) must be returned within seven (7) days of the original purchase and with a receipt.

For items purchased using SNAP (Food Stamps): When the Member has their receipt, it should be refunded to the food side of the SNAP EBT card, or refunded as paper SNAP vouchers if paper SNAP vouchers were used to make the purchase. Member presenting SNAP-eligible items without a receipt will not be given cash or a Sam's Club Shopping Card.

No Receipt or Proof of Purchase Required:

Refund on Fresh product (i.e., Meat, Bakery, or Produce) will follow the 200% guarantee: Double the Member's money back OR refund of the original purchase price and replacement of the item. The 200% guaranteed applies only to paid Members with Sam's Club. It does not apply to one-day or other passes.

Non-members may return fresh products for the purchase price only. SNAP-eligible items for return without a receipt cannot be refunded by cash or Sam's Club shopping card but will be given as an even exchange for other (or the same) SNAP-eligible items.

Cigarette returns will no longer be accepted without prior written approval from the tobacco supplier representative.

Alcohol returns are subject to state laws.

This policy does not change the manufacturer's warranty on any item returned as defective, such as tires or batteries.

Online orders (except auction orders) returned to the Club with a receipt (order print out) will be refunded in the form of a shopping card, cash, or credit to the account charged. Without a receipt (order print out) you will receive a refund in the form of a shopping card.

Return / Refund exceptions

Online Exceptions:

Televisions, computers, projectors, digital music players, cameras, camcorders, and other electronics must be returned within 90 days of the original purchase and with a receipt.

Tablets, e-readers and GPS must be returned within thirty (30) days of the original purchase and with a receipt.

- For assistance with electronic products or purchases, please contact out Tech Experts at 877-758-4346. For more information on Tech Experts, please [click here](#).

Computer/video game software must be returned in the original and unopened packaging with a receipt to receive a refund. Defective software must be returned within 90 days of the original purchase to receive an exchange of merchandise.

Theme park tickets are non-refundable.

Shopping cards cannot be redeemed for cash, except in states where required.

*EMR bundles can be returned within 45 days of the shipping date.

- *Restrictions apply. For full listing of all *EMR bundle restrictions: [Click here](#).

[Click here](#) to learn how to return an online order.

Auction Exceptions:

Sam's Club Auction merchandise can be returned within 30 days of the order date, but cannot be returned or refunded at any Sam's Club locations or by using the SamsClub.com online return option.

Auction returns can only be processed by contacting Member Service at 888-746-7726 and following the prompts for SamsClub.com and returns.

Shipping Cost Exceptions:

Shipping can only be refunded if the return is a result of an error by SamsClub.com.

GE Returns:

Sam's Club Members have 48 business hours from delivery day to contact GE to report product damage or failure and request a return/replacement.

Please Note:

To view our Return / Refund policy: [Click here](#).

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Return / Refund exceptions



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EXHIBIT E

[\(/cart\)](#)

Terms and Conditions

Hours may vary by club.

Specialty departments vary by club. Visit [SamsClub.com/clublocator](http://samsclub.com/clublocator) (<http://samsclub.com/clublocator>) or use the Sam's Club mobile app to find departments in a club near you.

Pharmacy Discount: Plus and business members save an additional 8% on name-brand prescriptions and 40% on generics not part of the \$4/\$10 generic prescription program, when paying out-of-pocket and not using prescription drug coverage. Savings based on the dispensing Sam's Club Pharmacy's regular retail cash price. Discounts do not apply to purchases submitted to any health benefit program, pharmacy benefit program, insurer or governmental health care program. Discount is non-transferable, may not be combined with other offers, and is available in-club only. Other restrictions may apply. See your local Sam's Club Pharmacy for details.

Optical Discount - Rx Eyeglasses: Receive \$40 off a regular-priced pair of eyeglasses (frames and lenses) with a purchase of a one-year supply of contact lenses. Valid eyeglass and contact lens prescriptions required. One-year supply is determined by manufacturer's recommended wear schedule. Offer applies to prescription eyeglasses and prescription sunglasses. Professional eye exam not included. This offer does not apply to individuals using vision insurance of any kind, including Medicaid or Medicare, for all or part of their purchase. This offer is non-transferable and may not be combined with other offers except associate eyewear discount. Offer not available in Arkansas, Delaware, Oklahoma and Rhode Island, and is available in-club only.

Buy one pair of prescription eyeglasses (frames and lenses) at regular price and receive \$40 off the purchase of a second pair of prescription eyeglasses. Valid prescription required. Offer applies to prescription eyeglasses and prescription sunglasses. Purchases must be made on same transaction. Professional eye exam not included. This offer does not apply to individuals using vision insurance of any kind, including Medicaid or Medicare, for all or part of their purchase. This offer is non-transferable, may not be combined with other offers except associate eyewear discount, and is available in-club only.

Instant Savings: All terms and conditions apply. Instant Savings items are subject to availability and valid dates. Select Instant Savings are available online. For Click 'n' Pull purchases, Instant Savings can be redeemed at point of sale at the club with the primary membership card. State and local laws may require sales tax to be charged on the pre-discounted price of an item with an Instant Savings offer. To view your Instant Savings account, visit [SamsClub.com/instantavings](http://samsclub.com/instantavings) (<http://samsclub.com/instantavings>) or download the Sam's Club mobile app. Member must have a registered email on [SamsClub.com](http://samsclub.com) (<http://samsclub.com/>) in

order to access the Instant Savings account page online. Visit [SamsClub.com/instantsavings](http://samsclub.com/instantsavings) (<http://samsclub.com/instantsavings>) for program details and terms and conditions. Instant Savings may take up to 24 hours to load to a membership account and are available in U.S. clubs with a U.S. membership, excluding Puerto Rico.

Tire and Battery Center: In order for Sam's Club to provide repair, tires must meet RMA (Rubber Manufacturers Association) guidelines for repair.

200% Freshness Guarantee: Sam's Club offers members a 200% guarantee for fresh products (i.e., meat, bakery and produce). We will refund double the member's purchase price or refund the purchase price and replace the product. A 100% guarantee will be offered to all other customers.

Free Health Screenings: Membership not required. Screening types and quantities may vary by state and club. Limited quantities available. Screenings only available in clubs with a Pharmacy. Vision screening/testing is only available in clubs with an Optical Center, may vary by location and is subject to state laws. Vision screening/testing not available in the following states: Alabama, Arkansas, California, Delaware, Florida, Idaho, Illinois, Iowa, Kentucky, Michigan, Nevada, Oklahoma, Rhode Island, Texas or Virginia. Hearing screening/testing is only available in clubs with a Hearing Aid Center, may vary by location and is subject to state laws.

Sam's Club Credit: Subject to credit approval. In-club cash access on your account available at Sam's Club-owned registers in Sam's Club locations. Limit: Up to \$100 per day in \$20 increments for Sam's Club® MasterCard® cardholders; up to \$60 per day in \$20 increments for Sam's Club Credit cardholders. These Cash Advances will be treated like purchases on your credit account.

Cash Rewards Terms and Conditions

The Sam's Club Cash Rewards program is a membership benefit exclusively for U.S. Sam's Club Plus Members. The program allows Plus Members to accrue Cash Rewards on qualifying purchases at Sam's Club. Earned Cash Rewards are loaded on to the membership account at the end of each membership year (12-month period) and are then available for redemption as cash or credit.

How to Earn and Use Cash Rewards

Sam's Plus Members earn \$10 in Cash Rewards for every \$500 in qualifying pre-tax purchases during a membership year with a maximum reward of \$500 per 12-month period. Cash Rewards are loaded onto the Sam's Plus Member account about two months before the end of the membership year (award date) and may be redeemed on purchases in clubs, on [SamsClub.com](http://samsclub.com/) (<http://samsclub.com/>), or for conversion to cash in the club. Returns for refund of qualified purchases are deducted from calculation. If a member earns \$2,000 in Cash Rewards (Maximum Balance) and that amount remains on the membership account, Cash Rewards will stop accruing. A member must lower the amount below the Maximum Balance to

accrue Cash Rewards again. Only qualifying purchases made by the primary, complimentary or company cardholder in a Sam's Club facility located in the United States (excluding Puerto Rico) or on [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/) or [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/)-hosted websites qualify for Cash Rewards. Business Membership Add-On cardholders do not qualify to earn Cash Rewards for themselves or their primary cardholder. Returns of qualifying purchases are deducted from accrual of Cash Rewards.

Maximum Balance of Cash Rewards

At any time a total of earned Cash Rewards reaches its Maximum Balance of \$2,000, Cash Rewards will no longer accrue. A member must reduce the Maximum Balance of Cash Rewards (use for purchase or convert to cash) in order for Cash Reward accrual to begin again. There is no retroactive credit of Cash Rewards earned for purchases made during the time of Maximum Balance.

Only the primary or complimentary cardholders on a membership account may access and redeem the Cash Rewards loaded on the membership account. Purchases made from a Business Member's 'Company Card' Membership card count towards the Member Company's annual Cash Reward, but a Company cardholder will not have access to view or redeem Cash Rewards.

Cash Rewards are not earned for purchases of the following:

- Alcoholic Beverages
- Tobacco
- eCigarettes
- Fuel
- Milk
- External Websites- merchandise or services sold or provided on websites not hosted by Sam's Club – even if accessed originally through [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/)
- Auctions
- Gift Cards, including third party Gift Cards
- Inventory belonging to third parties
- Lottery tickets
- Membership
- Service contracts (example - mobile phone contracts)
- Pharmacy – prescriptions
- Photo Center
- Postage stamps
- Limited duration third party merchandise sales within clubs
- Offers and Services provided by third parties (examples – auto buying

program, insurance, travel services, legal services, merchant credit card payment processing services, etc.)

- Services and Labor (examples – delivery, tire installation, etc)
- Taxes and fees (including sales tax, deposits, miscellaneous fees etc.)
- Service Plans

Cash Rewards cannot be earned where application of the program would be prohibited by law or regulation. Sam's Club reserves the right to add, modify or delete qualifying restrictions on product categories or products from the above list without notice. Sam's Club reserves the right to correct any errors it discovers resulting in changes to Cash Rewards.

After awarding Cash Rewards, any qualifying purchase balance (below or over \$500) will be rolled over to the next membership year and accrue the following year. At the time of award, a member must be an active Sam's Plus Member. If a Sam's Plus Membership is terminated, cancelled, downgraded to a lower level of membership during the course of the membership year, or revoked by Sam's Club accrual of Cash Rewards shall be forfeited. Sam's Plus Memberships that are terminated, cancelled, or are downgraded to a lower level of membership,, but have already earned Cash Rewards awarded from a previous membership year, will have access to the earned Cash Rewards at the club locations. If a revoked membership has earned Cash Rewards from a previous membership year, that amount shall be mailed to the most recent membership address on file. The revoked member shall not be able to collect Cash Rewards in a Sam's Club.

Sam's Plus Members that cancel or do not renew will have approximately 1 year to cash any previously awarded Cash Rewards at U.S. Sam's Club location. Sam's Club reserves the right to issue a Sam's Club/Walmart gift card for any outstanding Cash Rewards balance after 1 year. Outstanding Cash Rewards balances may be subject to state unclaimed property laws.

Cash Rewards are non-transferable and non-assignable. Sam's Club reserves the right to require photo identification. This program will be governed by the laws of the State of Arkansas. Terms and Conditions and the Cash Rewards Program shall be interpreted, construed, enforced and governed in all aspects in accordance with the exclusive jurisdiction and laws of Arkansas. Any suit, cause of action, or legal proceeding arising under or relating to the Cash Rewards Program, including these Terms and Conditions, shall be in the exclusive jurisdiction and venue of the state courts of Arkansas, situated in Benton County, Arkansas or the federal courts situated in the Western District of Arkansas.

Sam's Club reserves the right to amend, cancel or temporarily suspend the Cash Rewards Program, in whole or in part, or change any of the Terms and Conditions at any time for any or no reason, including without limitation, in the event of fraud, abuse of Program privileges or violations of Terms and Conditions, as determined in Sam's Club's sole discretion without notice to the Member and which may result in the forfeiture of Cash Rewards not yet redeemed.

These terms and conditions are subject to change without notice.

Sam's Club® MasterCard® Terms & Conditions

How to Earn Cash Back with Your Sam's Club® MasterCard® ("Program")

As a Sam's Club member, you will earn cash back rewards ("**Cash Back**") on Eligible Purchases made using your Sam's Club® MasterCard® account ("**Card Account**") during each calendar year (January 1 - December 31) reward period ("**Reward Period**"). The amount of Cash Back earned is determined according to the Category Percentages (see below) for your Eligible Purchases.

The Program and the ability to receive Cash Back Checks (as described below) are only available to Sam's Club members.

"Eligible Purchases" means net purchases (less credits, returns and adjustments) of goods and services made using the Card Account.

Category Percentages for Eligible Purchases

5% CASH BACK ON FUEL AT SAM'S CLUB AND GAS STATIONS

For each Reward Period, you will earn 5% Cash Back on your first \$6,000 spent on Eligible Purchases of fuel at U.S. and Puerto Rico Sam's Club and Walmart fuel stations, and at Gas Stations located in the U.S. and Puerto Rico (excluding fuel stations located at or that are part of warehouse clubs and certain supercenters and supermarkets). Thereafter you'll earn 1% on these purchases for the remainder of that Reward Period.

"Gas Stations" are generally merchants identified by their MCC as "Service Stations" or "Automated Fuel Dispensers". Gas Stations do not include merchants of aviation or other non- automotive fuels.

For a list of exclusions, please log into your account at www.samsclubs.com/credit (<http://www.samsclubs.com/credit>) or call the phone number on the back of your Card.

3% CASH BACK AT RESTAURANTS AND TRAVEL PURCHASES

You will earn 3% Cash Back on Eligible Purchases made at Restaurants located worldwide (excluding warehouse clubs other than Sam's Club). Restaurants are generally identified by their MCC as restaurants, drinking places, fast food places, and caterers. You will earn 3% Cash Back on Eligible Purchases made at Travel merchants located worldwide (excluding warehouse clubs other than Sam's Club). Travel merchants are generally merchants identified by their MCC in categories such as airlines, rental cars, hotels, passenger rail travel, bus lines, cruise lines, timeshares, travel agencies, travel sites and tour operators. For a list of exclusions, please log into your account at www.samsclubs.com/credit (<http://www.samsclubs.com/credit>) or call the phone number on the back of your Card.

1% CASH BACK ON OTHER ELIGIBLE PURCHASES

You will earn 1% Cash Back on all other Eligible Purchases.

The percentage rate of Cash Back rewards earned on an Eligible Purchase (the "**Category Percentage**") is determined by the merchant category code ("**MCC**") associated with the Eligible Purchase. An MCC is a four-digit classification code that is assigned to a merchant by the merchant's payment card network or merchant processor based on the predominant business activity of the merchant. The merchant's MCC will determine whether a particular Eligible Purchase qualifies for the higher Category Percentages earned for "**Gas Stations**", "**Restaurants**" or "**Travel**" as described above. For example, a purchase of fuel made at the fuel station area of a grocery store may have an MCC identification as a type of Merchant other than a gas station, and would therefore not qualify for the Gas Station Category Percentage. Neither Sam's Club nor GE Capital Retail Bank ("Bank") assigns or has responsibility for the assignment of MCCs, or evaluates what MCC should be assigned to a particular merchant. Bank reserves the right to determine from time to time which MCCs qualify for particular Category Percentages.

For questions about the Category Percentage applicable to a particular purchase or merchant, please call the phone number on the back of your Card.

Excluded Transactions

Eligible Purchases **DO NOT include any of the following items:**

- Fees or interest charges
- Cash advances
- Balance transfers
- Traveler's checks
- Reloading or purchase of prepaid cards or any cash equivalents
- Other transactions or charges that are not for the purchase of goods or services

Other Conditions

After each Eligible Purchase, you will accrue a potential Cash Back amount based on the applicable Category Percentages up to **a maximum of \$5,000 in Cash Back rewards per any Reward Period**. Once you earn \$5,000 in Cash Back rewards in a Reward Period, eligible purchases will not earn any more Cash Back rewards in such Reward Period.

Eligible Purchases on multiple Card Accounts for the same Sam's Club member, including business and personal accounts, will be aggregated in determining the \$5,000 maximum Cash Back per a Reward Period if such Card Accounts are owned by the same member or entity (as indicated by the same name or tax payer identification number), the Card Accounts have the same guarantor and/or have an owner or guarantor in common.

Issuance of Cash Back Checks

Cash Back earned during a Reward Period is paid out in the form of a check made out to Sam's Club as the payee ("**Cash Back Check**"), that is distributed annually via U.S. Mail in your February Card Account statement of the following year. **Unredeemed Cash Back Checks will expire 180 days from the check issue date.**

Exclusions to Issuance of Cash Back Checks

No Cash Back Checks will be issued, and you will forfeit any Cash Back rewards otherwise earned for a Reward Period if any of the following occurs:

- Your Card Account is not in good standing (i.e. is delinquent with more than two payments past due) when Cash Back Checks are issued.
- The Cash Back amount earned is less than \$5.00.
- You are no longer a Sam's Club member (either by you or by Sam's Club) as of the applicable issuance date for Cash Back Checks.
- Your Card Account is cancelled or closed on or before the issuance of the Cash Back Check.

No Cash Back Checks are issued on amounts less than \$5; and amounts earned in a Reward Period, but for which no Cash Back Check is issued, will be forfeited and not roll over to a subsequent Reward Period.

Redeeming Cash Back Checks

You may only redeem your Cash Back Check at any U.S. or Puerto Rico Sam's Club. Cardholders who are no longer Members of Sam's Club after they receive their check may redeem their Cash Back Check by obtaining a one-day pass at Sam's Club. **You must present the Cash Back Check prior to its expiration in person at a Sam's Club with proper government issued photo identification.** You may not transfer the check to anyone else, and only the primary cardholder on the Card Account may redeem the Cash Back Check. You acknowledge that the Program is a promotional program as to which no consideration has been paid by you. You further acknowledge that no Cash Back reward is earned and no right, title, or interest in the Cash Back reward has been earned until all conditions precedent, including presentment of the Cash Back Check at a Sam's Club location prior to the expiration date, are met. Nothing herein requires Sam's Club to accept a Cash Back Check if the entire Rewards Program has been cancelled, terminated or suspended.

Changing benefits

We have the right to add, modify or delete any benefit, service or feature of the Program at our sole discretion. Changes to the Program may include, among other things, modifying Eligible Purchases, Excluded Transactions, the Category Percentages and purchase categories; maximum Cash Back amounts, imposing

additional restrictions or terminating the Program in its entirety. We reserve the right to remove any participant from the Program in the event of any fraud or abuse in connection with the Program.

Instant Savings and Instant Savings Plus (collectively "Instant Savings") Terms and Conditions

Overview and Eligibility

- Participation in Instant Savings is subject to these terms and conditions, as well as the terms and conditions of the Sam's Club Membership, and the [SamsClub.com/terms \(http://samsclub.com/terms\)](http://samsclub.com/terms) and conditions, both of which are incorporated herein by reference.
- The Instant Savings are available to all cardholders at least 18 years of age and in current, active status.
- Instant Savings are available in U.S. and Puerto Rico Sam's Clubx but offers may differ. Instant Savings are subject to change, availability, location, valid dates and limits.
- The Instant Savings Plus Program is an exclusive benefit of the Sam's Plus Membership and is only available to primary and household plus cardholders. Only current plus members are able to access, view and redeem Instant Savings Plus.
- Instant Savings are limited-time promotional discounts that are electronically loaded on a member's card and automatically applied at the time of purchase of the item.
- Members must be in a current, active status to receive and redeem Sam's Instant Savings. Active members can access and view their Instant Savings via [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/), and the Sam's Club mobile application.
- See an associate at the Member Service Desk in club for details on featured Instant Saving. Instant Savings may take up to 24 hours to load to the membership account and are subject to varied valid dates.

Enrollment

- Enrollment is automatic for Sam's Club Members. Instant Savings offers differ in the U.S. and in Puerto Rico. Active U.S. (excluding Puerto Rico) members can access and view their Instant Savings via [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/), and the Sam's Club mobile application. Instant Savings offers are not available in Mexico or for Mexican memberships.
- To make a request opt out of the Instant Savings Program, the member will need to contact the in-Club Member Services Desk. Opting out of the Instant Savings Program will prevent the member from receiving any future Instant Savings alerts, communications, or offers. Existing Instant Savings offers, already loaded to the member's account, will remain until their expiration date.

- The Sam's Club Membership has a 100% satisfaction guarantee. If at any time a member is not satisfied with their membership, Sam's Club will refund the entire membership fee.
- Enrollment is automatic for Sam's Plus Members. To upgrade your membership to plus membership, please visit the Service Desk in your local Sam's Club or visit [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/)

Instant Savings Offers

- Instant Savings may be subject to individual terms and conditions, including limitations on the number of items that may be purchased and the number of times the offer can be redeemed. These terms and conditions will be listed in conjunction with each item on your account summary shown on [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/) and the Sam's Club mobile application.
- Each Instant Savings offer will include an available date and an expiration date. These dates will be listed in conjunction with each item on the member's account summary on the website, and mobile application. An offer cannot be redeemed before its designated available date or after its designated expiration date.
- To redeem an Instant Savings offer, member must purchase the promotion item(s). The discount will be automatically applied to the transaction receipt when the item is scanned at the register.
- When an Instant Savings offer is redeemed, it will be removed from the member's account and will no longer be available for redemption. If a transaction for an item is voided, the associated Instant Savings offer is permanently voided and will not be reinstated to the member's account.
- Sam's Club makes every effort to assign Instant Savings based upon products stocked in the preferred club of the membership account; however product availability is on a first-come, first-served basis and subject to item availability in club.
- There are no rain checks, credits or time extensions on Instant Savings for any reason (e.g., out-of-stock, item cancellation, or regional restrictions).
- Instant Savings are non-transferable and may only be redeemed for the product and item numbers designated in the promotion.
- Select Instant Savings are redeemable online at [SamsClub.com \(http://samsclub.com/\)](http://samsclub.com/). The individual Sam's Club Instant Savings offer will note which items are available online for redemption. The Instant Savings discount will be applied at checkout. Once applied at checkout, approximately one hour from placing the order, the discount will be deducted from the member's available number of offers.
- In the case of Click 'n' Pull® purchases, Instant Savings can be redeemed at point of sale in the club with the primary or household card.

Changes to the Program

- The most up-to-date version of the Instant Savings terms and conditions are posted on [SamsClub.com](http://samsclub.com/). (<http://samsclub.com/>)
- Sam's Club reserves the right to end Instant Savings at any time. Notice of termination will be posted on the website. If the program is ended, an active membership account still will be able to redeem Instant Savings until the expiration dates listed in your account summary.
- Instant Savings terms and conditions may change without notice to the member. Sam's Club may make changes to the Instant Savings and these terms and conditions from time to time. These changes may include how Instant Savings are calculated, the frequency with which Instant Savings are made available, the terms associated with each Instant Savings offer, the number of Instant Savings loaded in the course of a year, etc. Any changes to these terms and conditions will be posted on the website. Members are encouraged to check the site often.
- A member's continued participation in Instant Savings constitutes acceptance of any changes to these terms and conditions.

General Terms

- To learn how the personal information collected in conjunction with Instant Savings may be used, please visit the website, and follow the link to our Privacy Policy.
- The following Instant Savings information can be viewed on one or all of the following: [SamsClub.com](http://samsclub.com/) (<http://samsclub.com/>) or Sam's Club mobile application:
 - Current and upcoming Instant Savings offers
 - Number and dollar amount of Instant Savings currently available
 - Number and dollar amount of Instant Savings redeemed over the last 12 months
 - Plus-member exclusive Instant Savings offers
- Instant Savings Plus offers can also be viewed on the in-club kiosk, where available.
- If an item is returned for a refund and that product had an Instant Savings associated with it, the return will be subject to the Sam's Club Refund Policy, except that the member will only be credited the net amount of the purchase (retail price minus the Instant Savings amount). Please Note: Notwithstanding the terms of the Sam's Club Refund Policy, all Instant Savings refunds require the sales receipt.
- All items, services, prices and Instant Savings offers communicated via [SamsClub.com](http://samsclub.com/) (<http://samsclub.com/>), at any in-club Instant Savings kiosk,

on the Sam's Club mobile application, in any digital or printed materials, by a Sam's Club associate, or via any other means are subject to change without notice and are subject to conditions, restrictions, limitations, availability and qualifications as dictated by Sam's Club.

- Sam's Club does not guarantee the accuracy or completeness of the Instant Savings offers, discounts item numbers or item information contained on the website, at any in-club Instant Savings kiosk, on the Sam's Club mobile application, or in any printed materials.
- Sam's Club makes no warranties, expressed or implied, and assumes no liability or responsibility for any errors, inaccuracies or omissions, or changes in the content of the website, any in-club Instant Savings kiosk, Sam's Club mobile application or any printed materials.
- Sam's Club reserves the right to discontinue the participation privileges of any member who engages in any fraudulent activity or uses the program in a manner inconsistent with these terms and conditions or any federal or state laws.
- Discontinued participation privileges may result in the loss of all accumulated Instant Savings and benefits and may result in revocation of membership from Sam's Club.
- To view the My Instant Savings Account page, visit [SamsClub.com/instantsavings](http://samsclub.com/instantsavings) (<http://samsclub.com/instantsavings>) or use the Sam's Club mobile application. Member must be a current, active member and have a registered email on [SamsClub.com](http://samsclub.com/) (<http://samsclub.com/>) in order to access the Instant Savings account page online.

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Print friendly version

New York Chef and Sam's Club® Grill up a Healthy Twist on Summer Meals

BENTONVILLE, ARK., July 31, 2012 –The saying goes, if you can't stand the heat, get out of the kitchen. This summer, families are happily heeding this advice. According to a new poll from the Hearth, Patio & Barbecue Association, 85 percent of people prefer cooking outdoors on the grill rather than inside on the stove during the warm summer months. Dale Talde, celebrity chef and owner of the new Pork Slope Restaurant in New York, joins the Sam's Club® Simply Delicious Chef Brigade to help families serve up healthy, restaurant-quality meals in their own backyard.

This summer, Chef Talde created easy to grill, flavorful meal solutions using high quality seafood, meats and fresh, peak-season produce from Sam's Club including Shrimp Salad made right on the grill and a Korean Grilled Rib Eye with Pickled Peaches. Chef Talde's grilling recipes and demonstration video are now on the SamsClub.com/meals "Tips & Videos" tab along with photos and printable recipes on the SamsClub.com/meals "Easy Recipes" tab.

"The summer months are ripe with nutrient-packed ingredients plucked at their peak of freshness," says Chef Talde. "The warm weather provides the perfect opportunity to pair your favorite meats with marinades inspired by seasonal fruits. From cherries and peaches to nectarines and pluots, the first-rate stone fruit available at Sam's Club adds a healthy kick of sweetness to salads, sauces and desserts."

Sam's Club is committed to providing Members with fresh, peak-season fruits that are bursting with flavor and nutrients. Each Northwest cherry found at Sam's Club is handpicked by passionate produce experts from growers dedicated to innovations in freshness and sustainability, ensuring the highest quality at an exceptional value. And with the 200% satisfaction guarantee* on crisp produce, fresh meats, savory seafood and gourmet-to-go desserts, families can feel secure about the quality of ingredients they are grilling this summer.

Inspired by seasonal produce, Chef Talde combines protein-rich shrimp, sweet, antioxidant-rich Northwest cherries and fresh avocados for a salad to serve as a main meal or light summer side dish for healthy eating any day of the week.

Grilled Shrimp, Avocado and Cherry Salad

Prep Time: 30 minutes

Serves: 4

Ingredients:

- 2 lbs Shrimp, peeled and deveined
- 2 oz Garlic
- 3 oz TABASCO®
- 4 oz Olive Oil
- 1 lb Northwest Cherries, pitted
- 2 Avocados, halved
- 2 Limes, juiced
- 1 bunch Cilantro
- 3 oz Roma Tomatoes, medium diced
- 3 tbs Olive Oil
- Salt and Pepper to taste

Directions:

- Peel and devein shrimp. Combine shrimp with garlic, TABASCO and olive oil. Let marinate for one hour.
- Meanwhile, take halved avocados and season with salt and pepper. Place on grill skin side up and grill for two minutes. Turn 45 degrees for nice hatch marks. Reserve.
- On the same grill, add shrimp. Cook two to three minutes on each side until cooked through.
- In a bowl, add cherries, cilantro, olive oil, lime juice, and salt and pepper.
- Add sliced grilled avocado and tomatoes. Give a light toss and plate. Place cooked shrimp on top.

"Summer at Sam's Club means our aisles are stocked with fresh, seasonal ingredients to inspire Members throughout grilling season," said Shawn Baldwin, senior vice president of

inspire members throughout grilling season," said Shawn Baldwin, senior vice president of fresh/freezer/cooler and demos at Sam's Club. "Our members gather at the grill more than ever in the summer and we want to provide healthy meal solutions that honor our 200% guarantee". From peak-season cherries and stone fruit to butcher-cut steaks and sweet corn, Sam's Club provides simply delicious ideas for every grilling occasion."

Now in its second year, the Sam's Club Simply Delicious Chef Brigade features nationally renowned restaurant and pastry chefs who create simple, flavorful meal ideas and show families that cooking at home with can be just as delicious as dining out. Visit SamsClub.com/meals for ongoing announcements about the Simply Delicious Chef Brigade program, including new recipes, videos, tips and other featured cooking content.

About Sam's Club

Sam's Club®, a division of Wal-Mart Stores, Inc. (NYSE: WMT), is the nation's eighth largest retailer and a leading membership warehouse club offering superior products and services to more than 47 million members in clubs across the U.S., as well as in Brazil, China and Mexico. Members save an average of 34 percent over traditional retailers. To learn more about Savings Made Simple®, visit SamsClub.com, and look for Sam's Club on [Twitter](#), [Facebook](#), [Pinterest](#) and our [Mobile and iPad® Apps](#).

*Sam's Club will double the Member's money back or refund of the original purchase price and replacement of Fresh product. The 200% Guarantee applies only to paid members with SAM'S CLUB. It does not apply to 1-Day or other Passes. Non-members may return fresh product for their purchase price only.

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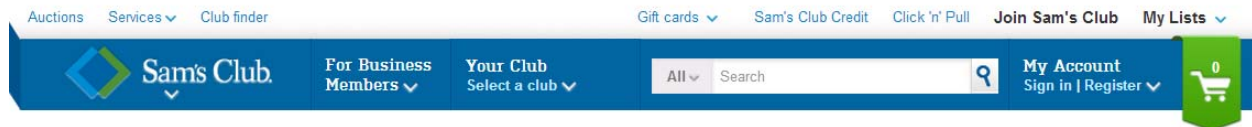
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Meat Guide



Your local Sam's Club features a large selection of choice meat at some of the best prices around. Choose from pork chops, ground beef, juicy steaks, ribs, [party trays](#) and more. Whether it's a skeptical youngster at the family dinner table or a discerning customer in a restaurant, everyone will agree that the select fresh meats from Sam's Club are a delicious hit! And, with the Sam's Club 200% guarantee on all fresh meat, you just can't lose.

MEAT GUIDE



- The Ultimate Guide to Cooking Beef
- Cooking Tips and Methods
- The Ultimate Guide to Grilling
- Grilling Guidelines
- The Ultimate Guide to Poultry
- The Ultimate Guide to Seafood
- Marinades, Rubs and Sauces

FEATURES



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[From <http://www.samsclub.com/sams/pagedetails/content.jsp?pageName=meatGuide> ; Yellow highlighted added]