



STAR REWARDS PROGRAM (Regional Rewards) TERMS AND CONDITIONS Effective June 2013

1. Membership: Participation in the Macy's Star Rewards Program (Regional Rewards) ("Program") and the benefits of the Program are offered at the sole discretion of Macy's ("Macy's," "us," or "our"). The Program is only available to holders of a Macy's American Express account ("Account") opened at select Macy's stores as well as select existing Macy's American Express cardholders as identified by Macy's in its sole discretion. **Rewards, as described below, accumulate on purchases made on an Account only after the Account is used to make a purchase outside of Macy's or macys.com.**

2. Eligibility: Only holders of Accounts are eligible to become members ("Members," "you," or "your") in the Program. All purchases on the Accounts (whether by the primary or joint accountholder or by an authorized user) will be treated as the purchases of the accountholder(s). Only individuals are eligible. Corporations, associations and other groups cannot participate in the Program. You are eligible to participate in the Program only if your Account is not closed by either you or us, or delinquent, in default, or otherwise in violation of the Credit Card Agreement(s) as amended from time to time. Macy's reserves the right to disqualify any person from participation in the Program if, in Macy's sole judgment, that person appears to be using the Program in violation of these Terms and Conditions, making purchases for a business, making purchases for resale, or is otherwise acting in a manner that is inconsistent with the intent of the Program. Termination of the Program for any reason may result in the loss of all accumulated Rewards and the cancellation of all benefits and privileges associated with the Program.

3. Termination of or Change in Program: If the Account is closed by you or us, membership in the Program will terminate immediately and any remaining Rewards balance will be forfeited. In addition, Macy's may terminate the Program at any time, with or without notice. Macy's reserves the right to limit, modify, delete or otherwise change any of the rules, terms and conditions, and benefits of the Program at its sole discretion, with or without notice. Interpretation of these Terms and Conditions shall be at the sole discretion of Macy's, whose decisions will be final.

4. Eligible and Ineligible Purchases: Rewards may be accumulated on an Account only after the Account is used to make a purchase outside Macy's or macys.com. From time to time, Macy's may offer special promotions with the opportunity to earn bonus Rewards. The following transactions do not earn Rewards: purchase of Gift Certificates/Cards; sales tax; cash advances; balance transfers; the use of convenience checks; wire transfers; the purchase of money orders, traveler's checks, lottery tickets, gaming chips or similar items; tax payments of any kind; purchases of merchandise or services provided by third parties (which we may offer from time to time to accountholders); free services from Macy's offered with certain Macy's credit accounts.

5. Calculation of Rewards: Rewards percentages may differ for certain types of purchases made outside Macy's and macys.com. Macy's, at its sole discretion, may utilize various account criteria to assign Rewards percentages to certain Accounts. The net purchases (after returns and adjustments, etc. as described below) are multiplied by the Rewards percentage in effect at the time of the purchase and that amount is added to your Rewards balance. When your Rewards balance reaches \$10 then a Star Rewards Certificate will be issued with your next monthly statement. No combination of Rewards from multiple Accounts will be permitted (for example, family members with separate individual Accounts may not combine their Rewards or Accounts).

6. Star Rewards Certificates: Star Rewards Certificates will be issued only in the Member's name and sent to the address shown in Macy's records and only if all accounts are in good standing. Star Rewards Certificates will be valid only through the date printed on the face of the certificate and, once expired, will not be reissued. Star Rewards Certificates will not be exchanged for cash, credit or Gift Cards/Certificates, used on macys.com, and may not be used as payment on any credit accounts. Macy's reserves the right to limit the amount of cash returned if the Star Rewards Certificate is used for a purchase with a value less than the face amount of the certificate.

7. Reduction or Elimination of Rewards: Credits applied to your Account, including those arising from returned merchandise and other adjustments, may reduce or eliminate Rewards accumulated in the Program. Macy's reserves the right to make this reduction before or after the Rewards for a purchase have been calculated or a Star Rewards Certificate has been issued, which may result in a negative Rewards balance. Macy's also reserves the right to charge an Account an amount that represents the value of any Rewards redeemed in the event that the Member returns the merchandise or cancels the service for which the Rewards were earned.

8. Other Terms: Macy's is not responsible for lost, destroyed, stolen or expired Star Rewards Certificates. Once issued, Star Rewards Certificates, active or expired, will not be credited back to your Rewards account. Any tax liability connected with receipt or use of any Rewards is the Member's responsibility. Program void where prohibited by law. Rewards are not transferable in the event of death, or as part of a domestic relations matter, or for any other reason. The sale or barter of any Rewards is prohibited. Events beyond Macy's control, such as computer equipment or electronic data transmission failure, strike, acts of God, civil disturbance or war, which may materially affect our ability to perform, will allow us to suspend or terminate the Program.

9. Release of Information: By participating in the Program, Members consent to the release of information to third parties to the extent that such release of information is necessary to carry out the Program.

10. Change of Address: Each Member is responsible for advising Macy's in writing of any address or name change.