

PROGRAM TERMS

KingSize Rewards Program

ALL OF THE PROGRAM TERMS ARE SUBJECT TO THE JURY TRIAL WAIVER AND ARBITRATION PROVISION IN YOUR CREDIT CARD ACCOUNT AGREEMENT.

PLEASE READ THE FOLLOWING TERMS CAREFULLY. THEY CONTAIN IMPORTANT INFORMATION ABOUT YOUR RIGHTS AND OBLIGATIONS IN THE KINGSIZE REWARDS PROGRAM.

POINTS ACCRUED UNDER THIS PROGRAM EXPIRE 12 MONTHS FROM THE DATE THEY ARE EARNED. BEFORE THEIR EXPIRATION, YOU MAY REDEEM POINTS FOR KINGSIZE CERTIFICATE CODES VALID AT THE KINGSIZE CONTACT CENTER OR KINGSIDIRECT.COM. REWARD CERTIFICATES ARE ISSUED FOR AWARD PURPOSES AND EXPIRE 90 DAYS FROM THE DATE THEY ARE ISSUED.

THIS REWARDS PROGRAM IS PROVIDED BY KINGSIZE WHICH IS SOLELY RESPONSIBLE FOR THE PROGRAM OPERATION. KINGSIZE MAY CHANGE THE TERMS OF THE PROGRAM AT ANY TIME.

1. General Information; Definitions; Changes. The KingSize Rewards Program (the "Program") allows you to earn points ("Points") on the dollars you spend as described in Section 3 below, using your KingSize Account (your "Account"). You can then redeem those Points for KingSize certificate codes valid at kingsizedirect.com or by calling the KingSize contact center (the "Reward Certificates"), as described in Section 4 below.

These Program Terms are separate and independent from your KingSize Credit Card Account Agreement (your "Agreement"), which governs the use of your KingSize Credit Card (your "Card"). In the event of any conflict between these Program Terms and your Agreement, these Terms will control in any matter relating to the Program.

In these Program Terms, "you" and "your" mean the Account holder. "We," "our," and "us" mean KingSize. "Bank" means Comenity Bank or its assignees. Other capitalized words not specifically defined have the same meaning as in your Agreement.

There is no additional cost for you to participate in the Program. See your Agreement for any fees that you may incur for using your KingSize Credit Card.

The Program is not available to the extent it is prohibited by federal, state, or local law. These Program Terms contain the entire understanding between you and us regarding the Program. **FROM TIME TO TIME WE MAY CHANGE THE PROGRAM AND THESE PROGRAM TERMS IN ACCORDANCE WITH APPLICABLE LAW, INCLUDING ANY APPLICABLE NOTICE REQUIREMENTS.**

2. Eligibility. You will be automatically enrolled in the Program when you make your first purchase on your Account on or after 03/01/2015. To remain eligible to accumulate Points under the Program, your Account must be in Good Standing. "Good Standing" means your Account is (1) open to new charges, (2) not more than 60 days past due under the Agreement, and (3) not flagged as lost, stolen, or fraudulent according to Bank's written or electronic records. Membership will be renewed automatically each year as long as your Account is in Good Standing and we continue to offer the Program, unless you notify us of cancellation. Notwithstanding anything to the contrary in these Program Terms, we reserve the right to approve, deny or revoke membership in the Program to any individual at any time for any reason whatsoever.

3. Earning Points. You will earn Points for Net New Purchases on your Account so long as your Account is in Good Standing. You will earn:

2 Points for each \$1.00 of Net New Purchases at any of the FULLBEAUTY Brands (Roaman's, Woman Within, Jessica London, KingSize, BrylaneHome or fullbeauty.com), on our websites or from our catalogs.

"Net New Purchases" means purchases of goods and/or services made by you or any Authorized User on your Account minus any returns, refunds, taxes or credit adjustments, rounded to the nearest dollar. Points awarded for purchases that are returned or refunded or otherwise adjusted will be deducted from your Point total. Such deductions may result in a negative Points balance, in which case, any Points you earn will be applied to reduce that balance and you will not be able to redeem Points until you again have a positive balance.

Points are not earned on: unauthorized or fraudulent charges, purchases made by or for a business or for a business purpose, or interest or fees.

We may from time to time make special offers for you to earn additional Points on specific purchases. The terms and conditions for such special offers (such as which purchases qualify and the number of additional Points you may earn) will be disclosed at the time of offer. Please check those terms and conditions carefully, as there may be important conditions or limitations (such as blackout periods, point limitations or exclusions). Availability of any special offer is subject to change without notice.

Points are considered earned when they are posted to your Points balance, which generally will be on the same day that the purchase is posted to your Account. Purchases post to your account after they have fully shipped. If a purchase is made using a 90 day defer payment program, the purchase will post to your Account on the 91st day following the last shipment under that deferred payment program purchase. However, Points may take up to 3 days to be posted to your Points balance following a qualifying purchase. We reserve the right to verify and adjust Points at any time prior to or following posting or redemption.

Your Points balance is shown on your KingSize billing statement and on Account Center (if you register and login at comenity.net/kingsize). The Points balance shown on your KingSize billing statement will be updated monthly based on the Points activity during that billing cycle. The Points balance shown on your Account Center will be updated daily with any Points activity.

There is no maximum number of Points that may be earned per billing cycle or year.

4. Redeeming Points and Earning Reward Certificates. When you earn a certain number of Points (a "Reward Level"), you will be eligible to receive a Reward Certificate redeemable for a specified dollar amount off qualifying purchases. The current Reward Level is 400 Points (400 Points = \$10 KingSize Reward Certificate).

You may redeem a maximum of 2,000 Points per billing cycle. Points will be redeemed on a "first in, first out" basis, such that the first Points earned will be the first Points redeemed. Once a Reward Certificate is earned, your Points balance will be reduced by the number of Points used to obtain the Reward Certificate(s). In the event a return, refund, or credit adjustment results in insufficient Points for the Reward Certificate(s) ordered, the order may not be fulfilled. If the Reward Certificate order is fulfilled and we later discover that you did not have sufficient Points for the Reward Certificate(s) in your Points balance, in addition to any other actions we may take, future Points earnings will be applied to the Reward Certificate(s) until such time as sufficient Points are earned to cover the redemption of the Reward Certificate(s). You will not be able to redeem Points until you again have a positive balance. Points you earn may not be combined with Points earned by anyone else, except an Authorized User on your Account, for purposes of receiving Reward Certificates. Points earned have no cash value, and cannot be purchased, sold or redeemed for cash. Points may not be used as payment of any outstanding obligations to the Bank or its affiliates.

We will only issue a Reward Certificate if your Account is Current. If your Account is not Current, you will not be eligible to be issued a Reward Certificate until the end of the billing period in which your Account is once again Current. "Current" means your Account (1) is open to new charges, (2) is not delinquent or in default under the Agreement, (3) does not have a balance over the assigned credit limit, and (4) is not flagged as lost, stolen, or fraudulent according to Bank's written or electronic records.

5. Point Expiration and Forfeiture. Points not redeemed will be carried over to the following statement period. **However, Points will expire 12 months after the date that they are earned.** Once Points expire, they may not be redeemed. You will also forfeit your unused and unexpired Points if you attempt to violate the prohibitions on the transfer of Points, if you file for bankruptcy, or if the Bank or you close your Account for any reason. You will not be entitled to and will not receive any compensation from us for your Points that expire or are forfeited.

6. Reward Certificates. You may use your Reward Certificates at kingsizedirect.com or by calling the KingSize contact center to place an order with our catalog. Reward Certificates have no cash value and may not be applied to taxes. Reward Certificates will not be honored retroactively in connection with any prior purchases. The full amount of the Reward Certificate must be used at the time of redemption. Reward Certificates may not be used as payment of any outstanding obligations to the Bank or its affiliates. **Reward Certificates expire 90 days from the date they are issued.**

7. Communications. We may communicate with you regarding any matter related to the Program by mail, telephone, or electronic communication. You may update your contact information at comenity.net/kingsize or by calling 1-800-695-0466 (TDD/TTY 1-800-695-1788). We are not responsible for communications, including Reward Certificates, lost due to change of address or other contact information.

8. Program Activity and Customer Service. You can view your Program activity at comenity.net/kingsize or on your billing statement, which will show the number of unused and unexpired Points in your Points balance and any redemption activity. You can also call us at 1-800-695-0466 (TDD/TTY 1-800-695-1788) for such information and to find out whether you earned Points from a particular transaction, if you want to know whether a Reward Certificate was properly redeemed, want to know the status of a redemption order, or want to ask any other question regarding the Program.

9. Points Disputes. Your billing rights and the special rights that apply when you are dissatisfied with your credit card purchases, which rights are set forth in your Agreement, do not apply to the Program. If you believe that a purchase made on your Account should have resulted in the addition of Points to your accumulated Points balance, and such Points are not reflected in the accumulated Points balance within forty-five (45) days of the date on which the purchase posted to your Points balance ("Points Dispute"), notify us immediately. We will use reasonable efforts to investigate your Points Dispute so long as you notify us of such dispute within ninety (90) days of the posting date of such purchase. If you do not notify us within such ninety (90)-day period, you will have waived your right to make a Points Dispute with respect to that purchase. In order for us to undertake an investigation of your Points Dispute, we may require you to provide written confirmation of the dispute. If we do not receive the requested written confirmation at the address and within the time requested by us, we may in our sole discretion determine not to investigate your Points Dispute. We may resolve all Points Disputes in our sole and absolute discretion. Upon completion of our investigation of your Points Dispute, we will have no further responsibilities should you later reassert the same Points Dispute.

10. Limited Liability. We may waive any obligation you have under these Program Terms without losing our right at a later time to enforce that same obligation. We will not lose any of our rights under these Program Terms if we delay taking action for any reason. If we take any other action, we will not lose any rights under these Program Terms.

Unless otherwise required by law or our agreements with you, neither the Bank nor KingSize, nor any of our or its affiliates, officers, directors, employees, shareholders or agents will be liable to you, or anyone making a claim on your behalf, in connection with (a) any termination of, change in, or temporary suspension of the Program; (b) any claim relating to any products purchased using any Reward Certificates obtained through the Program; (c) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (d) any taxes that you incur as a result of receiving or redeeming Points; or (e) the resolution of any Points Dispute. Notwithstanding anything herein to the contrary, any liability that we may have to you in connection with the Program shall be limited to the amount of any Points you have earned in accordance with these Program Terms.

11. Changes to the Program. Subject to any notice requirements and other limitations imposed by applicable law, we may, at any time: (a) change, limit, or terminate any aspect of the Program or these Program Terms, including the types of Rewards available and the cost of Rewards; (b) terminate the Program in its entirety; (c) amend these Program Terms in whole or in part, including adding provisions covering subjects not previously addressed; (d) discontinue or replace any

Rewards with similar Rewards or Rewards of lesser, equal or greater value; (e) add or increase fees charged in connection with the Program; or (f) terminate your participation in the Program for any reason. Changes may apply retroactively and may affect outstanding transactions and Points, and may include, without limitation, the earnings rate for Points, the number of Points required to obtain specified Rewards, the type of transactions qualifying for Points, the type or value of Rewards, the expiration date of Points, and the maximum number of Points that may be earned per billing cycle or year. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned.

12. Cancelling Program Participation. You may cancel your participation in the Program at any time by calling us at 1-800-695-0466 (TDD/TTY 1-800-695-1788). If you cancel your participation in the Program, you will no longer earn Points and, as previously noted, you will forfeit your unused and unexpired Points.

13. Lost, Stolen or Damaged Cards. You will not lose your unused and unexpired Points if your Card is lost, stolen or damaged and the Bank provides a replacement Card, even if such replacement Card has a different account number. However, if your Card is reported as lost, stolen, or damaged you will not earn Points until the Bank provides a replacement Card.

14. Privacy and Website Terms of Use. All information collected about you in connection with the Program is subject to our privacy policy, which can be obtained at <http://www.kingsizedirect.com/Help/PrivacySecurity.aspx>. Purchases made from each FULLBEAUTY Brands are subject to that brand's Terms of Use at <http://www.kingsizedirect.com/Help/PrivacySecurity.aspx#terms>, <http://www.womanwithin.com/Help/PrivacySecurity.aspx#terms>, <http://www.roamans.com/Help/PrivacySecurity.aspx#terms>, <http://www.jessicalondon.com/Help/PrivacySecurity.aspx#terms>, <http://www.brylanehome.com/Help/PrivacySecurity.aspx#terms>, <http://www.fullbeauty.com/Help/PrivacySecurity.aspx#terms>. In the event that any Terms of Use conflict with these Program Terms, the Program Terms will control.

15. Not Transferable. Points are not your property and are not transferable to anyone by operation of law or otherwise. Points may not be transferred between accounts issued by us or the Bank, may not be transferred upon death or as part of any domestic relations legal proceedings, and may not be brokered, bartered, sold or transferred in any way. Any attempted transaction of such sort will automatically be void. Anyone selling, purchasing, brokering, bartering, transferring, or altering Points, either wholly or partially, shall be liable for payment of the applicable full retail price of any Reward Certificates obtained with them, as well as all damages, including, but not limited to consequential damages, transaction costs, and litigation costs (including attorney's fees and costs at trial and on appeal and in any bankruptcy proceeding). Any brokered, bartered, altered, sold, or purchased Points shall likewise be void and may be deducted from your Points balance. Any violation of these provisions will result in termination of your eligibility to participate in the Program and forfeiture of unused Points.

16. Taxes. You are solely liable for any applicable federal, state or local income, sales, use, or other taxes arising out of the accrual or use of Points. Consult your tax advisor concerning any tax consequences that may arise from your participation in the Program.

17. Severability. If a court of competent jurisdiction or any government agency determines that any provision of these Program Terms is void or unenforceable, that provision will continue to be enforceable to the extent permitted by that court or agency, and the remainder of that provision will no longer be considered as part of these Program Terms. However, all other provisions will remain in full force and effect.

18. Governing Law. The Program and these Program Terms are governed by federal law and, to the extent state law applies, the laws of the State of Delaware without any reference to its choice of law provisions.

19. Waivers. We can delay enforcing our rights under these Program Terms without losing them. In addition, our failure to exercise our rights on any one occasion, or even on more than one occasion, does not constitute a waiver of our rights for any future occasion. All waivers must be in writing. 03/01/2015