

**OFFICIAL GIFT CARD TERMS OF USE** The following Terms and Conditions govern your use of, and our obligations with regard to, our Gift Cards and Promotional Offers. By purchasing or redeeming any of our Gift Cards and Promotional Offers, you are acknowledging and agreeing to these Terms and Conditions. The terms "you" and "your" refer to the person who purchased and/or the person who is redeeming our Gift Cards and Promotional Offers. The terms "we," "our" and "us" refer to 1-800-Flowers.com, Inc. and its related Affiliates, including Fresh Gift Cards, Inc. Call our toll-free number 1-800-242-5353 to check your Gift Cards and Promotional Offers balance. Redeemable: Online at [www.1800baskets.com](http://www.1800baskets.com), [www.1800flowers.com](http://www.1800flowers.com), [www.cheryls.com](http://www.cheryls.com), [www.fruitbouquets.com](http://www.fruitbouquets.com), [www.thepopcornfactory.com](http://www.thepopcornfactory.com), [www.harryanddavid.com](http://www.harryanddavid.com), [www.wolfermans.com](http://www.wolfermans.com), [www.stockyards.com](http://www.stockyards.com), [www.personalizationuniverse.com](http://www.personalizationuniverse.com) and [www.simplychocolate.com](http://www.simplychocolate.com). By phone on orders for 1-800-BASKETS.COM, 1-800-FLOWERS.com®, FruitBouquets, Cheryl's®, and The Popcorn Factory. At our company owned and participating franchised retail store locations of Harry & David Limit one Gift Card, Celebrations Rewards pass and/or Savings Pass per order. Some promotions may restrict redemption to certain brands and will be clearly noted on the promotion. May become redeemable at additional brands and locations, which information will be updated on this page. See conditions and restrictions as detailed below.

**THE GIFT CARD and GIFT CERTIFICATE.** The Gift Card and Gift Certificate is a prepaid payment device that comes with a set dollar value. It is not a credit card, charge card or debit card. The Gift Card and Gift Certificate has no associated service or dormancy fees and no expiration date. The Gift Card and Gift Certificate can be used at the brands, the company owned and participation franchised retail stores, web sites and on phone orders, as listed at [www.FreshGift.com](http://www.FreshGift.com). We reserve the right to require credit card or alternate non-promotional payment method information for verification purposes, even if the Gift Card or Gift Certificate fully covers the transaction order total. We do not allow the purchase of a Gift Card with another Gift Card, Gift Certificate, Savings Pass, Appreciation Award, Award Card, or Rewards Pass. Your 19-digit Gift Card may become redeemable at additional brands and locations, which information will be updated on this page. The Gift Card and Gift Certificates may only be used to purchase products and services and may not be redeemed for cash, unless otherwise prohibited by law. The Gift Cards and Gift Certificates are not transferable and may not be used for unlawful purposes. Our Gift Cards and Gift Certificates are issued and administered by Fresh Gift Cards, Inc.

**THE CELEBRATIONS REWARDS® PASS.** Celebrations Rewards® is a customer loyalty program whose members earn Points and Rewards Passes under the Terms and Conditions of Membership for the Celebrations Rewards® program. Rewards Passes and any unused portions thereof will expire three (3) months after they are activated. We reserve the right to revise the expiration period, as will be noted here and in the Celebrations Rewards® Terms and Conditions of Membership. The Rewards Pass is not a Gift Card, credit card, charge card or debit card. It cannot be redeemed for cash, and cannot be used for resale. We reserve the right to require credit card or alternate non-promotional payment method information for verification purposes, even if the Rewards Pass fully covers the transaction order total. We do not allow the purchase of a Gift Card with a Rewards Pass. Your Rewards Pass may become redeemable at additional brands and locations, as will be noted here and in the Celebrations Rewards® Terms and Conditions of Membership. The Rewards Pass has no service fees.

**THE SAVINGS PASS, AWARD CARD, APPRECIATION AWARD, PROMOTIONAL GIFT AND OTHER SIMILAR PROMOTIONAL OFFERS.** We occasionally offer appreciation awards and promotional campaigns using serial numbers and/or codes. These have no service fees and may be redeemed for a set dollar value or percentage discount within a specified expiration time period, which will be prominently displayed. If you are required to activate the serial number, instructions will be displayed near the serial number. These Promotional Offers are not a Gift Cards, Gift Certificates, credit cards, charge cards or debit cards and cannot be redeemed for cash or used for resale, and are non-transferrable. We reserve the right to restrict redemption to one (1) promotion and/or discount per transaction and one (1) promotional campaign per customer. We reserve the right to restrict usage to certain transaction qualifications pertaining to merchandise dollar amount, specific products, brands, retail stores, web sites, mail order, phone order and any other channels or blackout time periods of purchase. We reserve the right to require credit card or

alternate non-promotional payment method over and above the redeemed promotional value for any transaction or to require such information for verification purposes. We do not allow the purchase of a Gift Cards and Gift Certificates with a Savings Pass, Appreciation Award, Award Card or any other promotion.

**INFORMATION ABOUT AVAILABLE FUNDS** The Available Funds on the Gift Card, Gift Certificate, Savings Pass, Appreciation Award, Award Card and Rewards Pass at the time of purchase or issuance is clearly displayed either on the card, letter, email or accompanying packaging. You can call our toll-free number 1-800-242-5353 to check your card balance if not displayed on the card. As you use the Gift Card, Gift Certificate, Savings Pass, Appreciation Award, Award Card, or Rewards Pass, the Available Funds will be reduced by the full amount of each purchase including taxes, service or shipping fees and charges and any other fees associated with your purchase. To obtain your Available Funds balance call our toll-free number 1-800-242-5353.

**LOST, STOLEN OR DESTROYED CARDS** **YOU AGREE TO SAFEGUARD YOUR GIFT CARD AND TREAT IT LIKE CASH.** If your Gift Cards or Promotional Offers are lost, stolen or used improperly, contact us immediately at 1-800-993-1192. You must provide the serial number and other identifying information. We cannot provide a replacement card or pass if you do not have your serial number available or are unable to provide sufficient identification. If our records show that there are still Available Funds associated with the serial number and that it has not yet expired, we will cancel the serial number and issue you a replacement. The replacement card or certificate will be in the current amount of Available Funds associated with your lost, stolen or destroyed serial number at the time you notified us that it was lost, stolen or destroyed. **NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM YOUR LOST, STOLEN OR DESTROYED GIFT CARD OR GIFT CERTIFICATE BEFORE YOU NOTIFY US.** **LOST, STOLEN OR DESTORYED GIFT CARDS AND GIFTS CERTIFICATES MAY NOT BE REPLACED WITH CASH, UNLESS PROHIBTED BY LAW.**

**REDEMPTION** To use the Gift Cards and Promotional Offers, present them at the time of payment, either to the service agent or using the "Gift Card" or Promotional Offers field online. You will also be required to supply the PIN number that came with your Gift Card or Promotional Offer. If you do not have your PIN, please contact our toll-free number 1-800-993-1192. Retain the receipt as a record of the transaction. You authorize us to deduct the full amount of each purchase including taxes and any other service or shipping fees and charges from the Available Funds whenever your Gift Card or Promotional Offer is used to make a purchase. Some promotions may restrict redemption to certain brands and will be clearly noted on the promotion. In the event, the brand of the Gift Cards and Promotional Offers may no longer be available for redemption (due to a sale, merger, acquisition or dissolution), you may redeem the Gift Cards and Promotional Offers at any one of our other participating brands. The Gift Cards and Promotional Offers are issued and administered by Fresh Gift Cards, Inc.©2010

**MISUSE, FRAUD AND ABUSE** We reserve the right, within our sole discretion, to refuse to accept and process any and all customer orders and to suspend, discontinue, and refuse the use or acceptance of any and all offers, promotions, discounts, including but not limited to, any and all Gift Cards and Promotional Offers in the event of advertising errors and/or the actual or suspected misuse, fraud or abuse associated with Gift Cards and Promotional Offers or customer orders.

**CHANGES IN THE TERMS & CONDITIONS** We reserve the right to change, add, delete to these Terms and Conditions at any time, with or without notice, subject to applicable law. In addition, we may suspend, cancel, add, modify or delete any features offered in connection with any Gift Card and Promotional Offers, with or without notice, subject to applicable law.