

Effective as of August 29, 2016.

Welcome to the **yes** Program, owned and operated by Family Fare, LLC and its affiliates and subsidiaries (collectively, "**Family Fare**"). These yes Program Participation Rules ("**the Rules**") govern your participation in the **yes** Program. You agree to be bound by these Rules, as they are amended from time to time, when you open your yes Program Account or use your yes Card. In these Rules "**you**" and "**your**" refers to each customer who opens a yes Program Account. "**We**," "**us**," and "**our**" refers to Family Fare and the stores participating in the yes Program.

1. Participating Stores. The following stores participate in the **yes** Program:

- all D&W Fresh Market stores
- all Family Fare Supermarkets stores
- all VG's Grocery stores
- all VG's Fresh Market stores
- all Family Fresh Market stores
- all Quick Stop Fuel Centers associated with these participating stores

2. Program Description. The yes Program offers participating customers in-store savings on identified products sold at participating stores. We may also offer participating yes Customers with other promotions, benefits, and rewards for shopping at participating stores from time to time. Your yes Card and yes Program Account are not assignable.

3. Requesting a yes Card. You may enroll in the yes Program and register to obtain your yes Card in a number of ways:

- at the check-out or at the Customer Service Counter at any participating store.
- clicking on the "Join now" link on a participating store's website:
 - www.shopdwfreshmarket.com
 - www.shopvgs.com
 - www.shopvgsfreshmarket.com
 - www.shopfamilyfare.com
 - www.familyfreshmarket.com
- Following the "yes" link on the spartannash.com website

If you enroll online, you may print a paper copy of your yes Card on your home printer or you may designate a participating store where you may pick up your yes Card at the store's Customer Service Counter.

You must be at least 18 years of age to have a yes Program Account. If you would like a member of your household who is at least 13 years of age but under 18 years of age to participate in the yes Program, you may request at the Customer Service Counter that we issue him or her a yes Card that accesses your account. You will be responsible for the use of the card by that person. The Program is open to individuals only and may not be used by companies, businesses, charities, corporations, partnerships or any other entity.

To obtain the available in-store savings and to participate in other promotions and benefits we offer at participating stores as part of the yes Program, you must present your yes Card or provide us with your phone number as it appears in your yes Program Account information at check out. A yes Card is not required to receive savings advertised and most in-store special discounts at the Glen's Markets stores at Chum's Corner and 8th Street in Traverse City, Manistee, Charlevoix and Petoskey. The yes Card is the property of Family Fare. You agree to return your yes Card to us at our request. If you fail to present your yes Card or provide us your phone number at check out, you will not be able to receive in-store savings (with the exception of the following Glen's Markets stores: Chum's Corner and 8th Street in Traverse City,

Manistee, Charlevoix and Petoskey) and we will not be able to retroactively allow you do so for that transaction.

4. Linking Cards. yes Cards can be linked to a single yes Program Account. Family Fare will automatically link yes Cards at the household level based on a combination of last name and address. We will select a member of your household to designate as the “primary shopper.” In addition, any two or more customers with yes Cards, regardless of whether they are in the same household, can request at a participating store’s Customer Service Desk that their yes Cards be linked. To do this, the cardholders must be present and provide a picture ID and identify which cardholder will be considered the “primary shopper.” All transaction history attributable to each of the linked accounts will be linked to the primary shopper’s account and may be viewed by any cardholder linked to that account. But, your account may only be in one linked relationship.

Any cardholder whose account is linked to another yes Card may at any time request at a participating store’s Customer Service Desk that his or her card be unlinked from the other card(s). If the primary shopper is delinked from the linked account, we will designate another primary shopper for the linked account.

Customers who request to link or unlink their cards must allow us up to 3 Business Days to implement the request. For purposes of these Rules, a “Business Day” is any day from Monday through Friday that a majority of the participating stores are open for business.

5. Keeping Information Current. You agree to submit and maintain accurate and current user information in connection with your yes Program Account. Such information includes name, address, email address, and telephone number. You can update your account information by (i) accessing your account through the yes.spartanstores.com website (ii) requesting an update at the Customer Service Counter at any participating store or (iii) calling us at 888-880-9371. For security reasons, we cannot accept changes by mail or e-mail.

6. Security of your yes Cards Account. You are solely responsible for the security of your yes Card and your username and password to access your yes Card Account online. We will not be responsible for any unauthorized access to your account. You should not share your card or your username and password with anyone. If your yes Card, or a yes Card to which your card is linked, is lost or stolen, notify us as soon as possible at any participating store’s Customer Service Counter or by calling us at 888-880-9371 so we can close your account and open a new account in your name. We are not responsible for verifying the identity of persons using your yes Card or accessing your yes Card Account.

7. Privacy. At Family Fare we value the privacy of our customers. We do not sell or share your Personal Information to any third party outside Family Fare, except as provided in these Rules.

A. Information that We Collect About You. We may collect information about you in order to conduct our business and to provide products, services and other opportunities to our customers and website users, including the discounts and benefits associated with the yes Program. We use the data we collect to allow us to (i) analyze and monitor consumer and customer activity; (ii) support our products and services; (iii) promote products and services in which you may be interested; and (iv) develop a knowledge base regarding our customer and website users. The information we may collect includes Personal Information and Purchase Information. "Personal Information" includes:

- Your name, address, email address, birth month and day, and phone number
- Information that we collect as a part of the yes Program associated with your name, address, e-mail address or phone number.
- Information we obtain from third parties for the purpose of data verification and supplementation as described in section 7E, below, which becomes associated with your name, address, email address or phone number.

"Purchase Information" includes information about your purchases that we obtain when you use your yes Card, including date and time of purchase, contents of purchase, store location and total dollar amount of purchase. The yes Card program is separate from and will not access participating stores' pharmacy records, which are maintained under a separate privacy policy in compliance with federal and state laws available at our Pharmacy counter or online. If you choose to, you can use your yes Card when making a purchase at the pharmacy counter and the yes Program will not record any details of the products that you have purchased.

When you agree to become a yes Member, you agree that we may collect, retain and use the information we collect as described in these Rules. You may request to see any of your Personal Information if it is retrievable in the ordinary course of business and if providing access does not impose an unreasonable burden. You may make such a request at any participating store's Customer Service Counter or by calling us at 888-880-9371. We will mail the information to you at your address on file in your yes Program Account. Customers may correct or update their Personal Information online at a participating store's website by clicking on the yes Program logo in the upper right hand corner of the home page to securely access their account, by making a request at any participating store's Customer Service Counter, or by calling us at 888-880-9371.

B. Uses of Personal Information. We may retain and use the Personal Information we collect about you in the conduct of our business. For example, we may use the information to: a) provide you the benefits offered through the yes Program; b) mail or email information to you about promotions, offers or services we think will be of interest to you unless you choose not to receive the information when you open your yes Program Account or at a later date by notifying us at any participating store's Customer Service Counter or by calling us at 888-880-9371; c) return lost keys attached to your yes Card to the address associated with your yes Card in our records; d) monitor and evaluate the success of the yes Program.

C. Sharing of Personal Information. Except as noted in section 4, above, and sections 7E and 7F, below, we will not sell or share any Personal Information that we collect about you or provide it to any third party outside Family Fare without your consent. We may, however, give you the option to share your information with voluntary programs operated by third parties that coordinate with the yes Program. By electing to share such information with the organization that runs the coordinated program, you may qualify for benefits offered under the coordinated program. If you decide to share your information with a third party, please keep in mind that once your information has been shared it will be subject to the third party's privacy and data collection practices.

D. Collection of General Aggregate Information. To improve the products and services offered, we aggregate information about the purchases of all people who are yes Members. Aggregate information does not include any Personal Information. We use aggregate information (such as the amounts and types of groceries purchased by a typical yes Customer) to gain a better understanding of our customers' needs and preferences, to identify the effectiveness of promotions, and to provide new or better products and services to customers. We may also use such information to provide special offers to yes Members who have elected to receive such offers. If you've elected to receive such offers they may be mailed to your home, sent electronically, or given to you at the store. We may share aggregate information with third parties. For example, we may share some aggregate information with third parties in order to allow them to measure the effectiveness of programs and advertisements to yes Members.

E. Third Party Data Practices. Occasionally, we may use a third party to verify or supplement our data, including Personal Information. For example, we may receive updates from the National Change of Address service to ensure the accuracy of our customer address information, or we may purchase a mailing list or other information about individuals interested in certain products and combine this information with information in our database. We may share our data with third parties who provide services to us, such as our auditors and accountants, our attorneys, or third parties who provide data entry of yes Program applications data, who conduct consumer research for us, or who mail materials or post advertisements for products and services in which you may be interested. If we use a third party to provide services that involve access to any Personal Information, it will be for limited purposes and in compliance with these privacy policies.

F. Disclosure of Information in Response to Court Order or Emergency. We may elect to disclose Personal Information about you without prior notice in response to law enforcement activity or other governmental request; to respond to subpoenas, court orders or administrative agency requests for information; to enforce our contract or property rights; to protect ourselves or others; or when required or otherwise permitted by law. All information that we collect may also be disclosed in connection with the proposed sale, transfer, or merger of the company or any division or business line of the company to which the information relates.

G. Website Privacy Policy. If you use a participating store's website, or any other Family Fare website, you agree to be subject to the website privacy policy that appears on the site.

H. Data Security Practices. We use commercially reasonable means to protect the integrity of our systems and the confidentiality of collected data. For example, we operate secure data networks which utilize industry standard firewalls and password protection systems designed to prevent unauthorized access to our data systems. We cannot provide absolute assurances against, and will not be liable for, breaches of confidentiality due to system failures or unauthorized access by third parties.

8. Amendment to, and Termination of, these Rules. The yes Program is offered at the sole discretion of each participating store and Family Fare. We reserve the right to change, amend, temporarily suspend or terminate these Rules and the yes Program at any time at our sole discretion. Any change in these Rules will be immediately effective when it is posted on our participating stores' websites and made available at our participating stores' Customer Service Counters. You are responsible for keeping informed of changes to these Rules. If you misuse your yes Card or otherwise abuse the yes Program, we may in our sole discretion immediately terminate, suspend, or limit your participation in the program without prior notice to you. If we fail to exercise our rights under these Rules on any occasion we may elect to enforce those rights on any other occasion, at our sole discretion.

If you no longer wish to participate in the yes Program simply stop using your yes Card and Account. By using your yes Card, you agree to be bound by these Rules as it may be amended from time to time.

9. DISCLAIMERS; LIMITATION OF LIABILITY.

USE OF THE yes PROGRAM AND ANY OF ITS ASSOCIATED BENEFITS IS AT YOUR SOLE RISK. yes PROGRAM BENEFITS ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

SPARTANNASH COMPANY, FAMILY FARE, LLC, D&W FRESH MARKETS, FAMILY FARE SUPERMARKETS, VG'S GROCERY, VG'S FRESH MARKET, FAMILY FRESH MARKETS, ALL QUICK STOP FUEL CENTERS ASSOCIATED WITH THESE STORES, AND ANY AND ALL OF THEIR RESPECTIVE AFFILIATES, DIRECTORS, OFFICERS AND AGENTS (COLLECTIVELY "PROGRAM PROVIDERS") EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.

PROGRAM PROVIDERS MAKE NO WARRANTY THAT (i) THE yes PROGRAM WILL MEET YOUR REQUIREMENTS, (ii) THE yes PROGRAM WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, OR (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU FROM YOUR USE OF THE yes PROGRAM WILL MEET YOUR EXPECTATIONS.

PROGRAM PROVIDERS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES (EVEN IF PROGRAM PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), RESULTING FROM: (i) THE USE OR THE INABILITY TO USE THE yes PROGRAM OR ANY BENEFITS THEREOF; (ii) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND

SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION OR SERVICES PURCHASED OR OBTAINED OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED VIA USE OF THE yes PROGRAM; (iii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR yes PROGRAM DATA; OR (iv) ANY OTHER MATTER RELATING TO THE yes PROGRAM.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL, CONSEQUENTIAL OR OTHER DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

10. Governing Law. These Rules, and the respective rights and obligations of the parties hereunder, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without regard to conflict of law principles.

11. Acceptance of Terms. These Rules constitute the entire agreement between you and us regarding the yes Program. They may not be amended except in a writing approved by us. Participation in the yes Program will constitute your acceptance of these Rules as they are amended from time to time.

These Terms and Conditions were last modified on August 29, 2016.