

SEARS SOLUTIONS REWARDS Program Terms and Conditions

1. The SEARS SOLUTIONS REWARDS Program (herein the “Program”) is provided by Sears Holdings Corporation in conjunction with the Sears Solutions MasterCard® issued by HSBC Bank Nevada, N.A.
2. Sears Solutions MasterCard cardmembers with open accounts in good standing, who have enrolled in the Program, will have the opportunity to earn SEARS SOLUTIONS REWARDS, which may be in the form of Sears, Kmart or Lands’ End gift cards listed in the Program catalog (each a “Reward”). All eligible cardmembers who enroll in the Program will earn one (1) SEARS SOLUTIONS REWARDS point for every \$1 in net purchases using their Sears Solutions MasterCard during the term of the Program.
3. SEARS SOLUTIONS REWARDS points may be redeemed within three (3) years from the end of the calendar year in which they were earned, and will count towards rewards on a first-in, first-out basis. For example, points earned in January 2009 would not expire until the last day of December 2012.
4. Sears Solutions MasterCard cardmembers may opt to redeem their points for Sears, Kmart and Lands’ End gift cards in these amounts:
 - 1500 points: \$10 gift card
 - 2500 points: \$25 gift card
 - 5000 points: \$60 gift card
5. Gift cards can be used toward future purchases at specified Sears Holdings Corporation companies** only.
6. Points for the Program will begin to accumulate with purchases made after you enroll in the Program. A summary of points accumulated and disbursed through participation in the Program will appear monthly on participating cardmembers’ billing statements.
7. Rewards will be issued only to cardmembers with open accounts in good standing. Gift card(s) will be mailed to cardmembers upon request by calling 1-800-871-0197 or by redeeming online at www.SearsSolutionsCards.com.
8. Rewards (gift cards) are transferable.

Restrictions

1. Gift cards are redeemable for merchandise only. Gift cards may be reused until the stored value amount is depleted. Certain merchandise may be excluded at Sears Holdings Corporation’s sole discretion. The gift cards do not have any cash value, and cash will not be dispensed for any unused portion of the gift card.
2. SEARS SOLUTIONS REWARDS points are earned on net purchases (Purchases less credits, returns and adjustments, and excluding shipping and handling, finance charges,

late fees and any other fees or charges assessed on a cardmember's Sears Solutions MasterCard account). Points previously earned may be deducted if merchandise is returned for credit.

3. SEARS SOLUTIONS REWARDS points cannot be transferred between cardmember accounts.

4. Purchases made with credit card checks do not earn points.

5. Gift cards cannot be used as payment on a Sears Solutions MasterCard account or to purchase a gift certificate or gift card.

6. Lost, stolen or otherwise destroyed gift cards will not be replaced.

7. SEARS SOLUTIONS REWARDS points are not the property of the cardmember and may not be bought, sold, assigned, or transferred in any way.

8. Sears reserves the right to disqualify any cardmember from participation in the Program (and to eliminate all points) for failure to comply with the Program's terms and conditions.

9. Sears reserves the right to add, modify, change or delete any of the Terms and Conditions (including terminating the Program or eliminating the right to points) at any time and without notice.

*Select stores are located in test markets during a special enrollment period. To obtain a list of these stores, log into your Sears Solutions MasterCard account at www.SearsSolutionsMasterCard.com and visit Rewards Overview.

**Sears Holdings Corporation companies include, but are not limited to: Sears, Kmart and Lands' End. This list may be updated from time to time at Sears Holdings Corporation's discretion.