

NEW Big Lots Privacy Policy

Revised: March 14, 2016. Prior policy dated December 31, 2013 available [here](#).

To download or print our User Agreement click [here](#).

To download or print our Privacy Policy click [here](#).

To review the full Privacy Policy keep reading.

This privacy policy ("**Privacy Policy**") describes how Big Lots Stores, Inc. and its parent, affiliates and subsidiaries (collectively referred to herein as "**Big Lots**", "**we**", "**our**" or "**us**") collect, use, and share information about you and applies to your use of any online service location that posts a link to this Privacy Policy (collectively, the "**Site**"). It also applies to your use of all databases, features, plug-ins, applications, content, downloads and/or other services that (i) we own and control and make available through a Site, and/or (ii) that post or link to this Privacy Policy (collectively, with the Site, the "**Service**"), regardless of how you access or use it, whether via computer, mobile device or otherwise. It does not apply to our data collection activities offline or otherwise outside of our Service (unless otherwise stated below or at the time of collection).

Our full Privacy Policy is part of our [User Agreement](#) and together they form a contract between you and Big Lots. By using or accessing the Service, you agree to our [User Agreement](#) and consent to our collection, use and sharing of your information and data, and other activities, as described below.

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Information We Collect

Information You Give Us. We collect information from you in a variety of ways when you interact with Big Lots through the Service. Some examples are when you:

- Register or sign up for an account, create a profile, or check-out through the Service;

- Subscribe to our emails;
- Contact customer care or post on our message boards;
- Apply for or begin applying for a job through the Service;
- Participate in Buzz Club Rewards or other rewards program or online promotion;
- Request a donation through the Service;
- Track volunteer work or submit volunteer hours; or
- Otherwise submit information to us along with any related content of the communication.

The types of information we collect include Personal Information. **“Personal Information”** is information that can be used to identify you, including your first and last name, email address, phone number, payment information, billing address, shipping address, departmental or organizational information, volunteer information, donation request information, information with respect to work experience, educational background, and employment opportunities sought, and any other information you choose to provide that when combined with other information, may become personally identifiable. Except to the extent required by applicable law, we do not (a) treat IP address, device ID or other unique identifiers associated with you or your device as Personal Information; or (b) treat information that has been “de-identified” (i.e., the removal of personal identifiers from data to make it no longer personally identifiable) as Personal Information (collectively along with other data that is not Personal Information **“non-Personal Information”**). We may use and share your non-Personal Information, including without limitation, aggregate and de-identified data about you without any obligation to you, except as prohibited by applicable law.

Information Collected Automatically. Big Lots and its service providers automatically collect certain information about you when you access or use the Service, including by using now and hereafter developed tracking technologies. This information may include demographic information; IP address; browser/device/hardware type; operating system characteristics; information about your use of our Service; and data regarding network connected hardware (e.g., computer or mobile device), such as unique device identifiers, type, model, version, MAC address, device or session ID, error related data status, capability, confirmation, functionality, performance data, and connection type. This information may also include clickstream data, which is information about the page-by-page paths you take as you browse through the Service.

The methods that we and our service providers may use to automatically collect such information include:

- *Log Information:* We collect information about your use of the Service, such as the type of browser you use, access times, pages viewed, your IP address and the referring link through which you accessed the Service.
- *Information Collected by Cookies and Other Tracking Technologies:* We may use cookies, web beacons (also known as "tracking pixels") and other tracking technologies to collect information about you when you interact with the Service or our emails, including information about your browsing and purchasing behavior. We may combine this information with other information we collect about you and use it for various purposes, such as improving the Service and your online experience, understanding which areas and features of the Service are popular, counting visits, understanding campaign effectiveness, tailoring our communications with you, determining whether an email has been opened and links within the email have been clicked and for other internal business purposes.

- *Cookies*

Cookies are data files that are placed on a computer when it is used to visit a website. These cookies may be used for many purposes, including, without limitation, tracking user preferences or web pages visited while using the Service. Most web browsers are set to accept cookies by default. If you prefer, you can usually set your browser to

remove or reject cookies, but note that doing so does not necessarily affect third party flash cookies used in connection with our Service. For more information about disabling flash cookies, visit <http://www.adobe.com/products/flashplayer/security>. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of the Service. For example, cookies allow us to store items in your cart between visits. In addition, please be aware that if you choose to block cookies, some advertising preferences that are dependent on cookies may not be able to be respected.

- *Web Beacons*

We may include small graphic images called web beacons, also known as "Internet tags" or "clear gifs," in our web pages and email messages. We may use web beacons or similar technologies for a number of purposes, including, without limitation, to count the number of visitors to the Service, to monitor how users navigate the Service, and to count how many emails that we sent were actually opened or how many particular articles or links were actually viewed.

- *Embedded Scripts*

An embedded script is programming code that is designed to collect information about your interactions with the Service. It is temporarily downloaded onto your computer from our web server or a third party with whom we work, is active only while you are connected to the Service, and is deleted or deactivated thereafter.

- *Location-identifying Technologies*

We may use GPS (global positioning systems) software and other location-based technologies to locate you so we may verify your location, and deliver relevant content to you based on your location.

Information we automatically collect about you, such as how you interact with the Service, may be combined with your Personal Information. If we associate any automatically-collected non-Personal Information with Personal Information about you, we will treat the combined information as Personal Information.

Certain third parties may collect information about your online activities over time and across different websites or online services when you use the Service. For more information see [Advertising & Analytics Services and Online Tracking](#) below.

Other Information We Obtain. We may receive information about you from other sources as well and combine that with information we collect about you. Examples of these sources are entities that can help improve the quality or personalization of the Service, help prevent or detect fraud, or help to support our advertising and marketing. If we receive Personal Information from a third party source and/or if we combine the information we receive from these third party sources with your Personal Information, we will treat that information as Personal Information. We are not responsible for the accuracy of the information provided by third parties or how such third parties collect, use and share such information.

How We Use Your Information

We use the information we collect for various purposes, including for:

- Processing returns, exchanges and price hold requests;
- Service fulfillment, tracking and confirming online orders;
- Registering and servicing your account;

- Managing our rewards program;
- Marketing and advertising products and services;
- Conducting research and analysis;
- Letting you know about special events, sweepstakes, promotions, surveys, and job opportunities;
- Operating, evaluating and improving the Service;
- Loss and fraud prevention, public safety and legal functions;
- Administering, evaluating and processing your employment applications;
- Facilitating volunteer opportunities;
- Evaluating and processing donation requests;
- Communicating with you regarding your employment applications, volunteer opportunities and donation requests;
- Carrying out any other purpose disclosed elsewhere in this Privacy Policy, or at the time you provide your information;
- Any other purpose to the extent not prohibited by applicable law or inconsistent with this Privacy Policy; and
- For other purposes for which you otherwise consented.

Information Sharing

Big Lots may share the Personal Information we have collected from you via the Service with our affiliates. We may also share your Personal Information with third parties that you may be interested in hearing from or about, though we may offer you the ability to elect to opt-in or opt-out of sharing with unaffiliated third parties for their direct marketing purposes. California residents should see [Your California Privacy Rights](#) for additional information on their rights related to sharing with third parties for their direct marketing purposes.

We may further disclose your information with your consent or for purposes identified in this Privacy Policy and/or at the time your applicable information is collected. We may disclose non-Personal Information with third parties without restriction or obligation to you, except as prohibited by applicable law.

Service Providers. We may share information with third party service providers that perform services for us, such as, but not limited to:

- Completing and delivering product orders and similar requests;
- Sending you information about our products, services, and promotions;
- Conducting research, surveys, special events, sweepstakes and contests;
- Providing customer service and alerts, such as recalls;
- Hosting and/or operating parts of the Service;
- Administering, evaluating and processing your employment applications;
- Assisting with volunteer opportunities and donation requests;
- Monitoring and analyzing Service activity;
- Serving ads on the Service and Third Party Services;
- Maintaining databases;
- Improving and tailoring our products, services, and advertising; and
- Maintaining the security and integrity of the Service.

We do not authorize these service providers to use Personal Information (about the users of the Service) we may provide them for any purpose other than to provide this assistance, although we may permit them to use aggregate or de-identified data for other purposes. Please note that, as described above, parts of

the Service may be hosted and/or operated by third party service providers, that may collect information from you themselves, including by using tracking technologies.

Business Transfers. We may share information with our subsidiaries and affiliates for internal business purposes. We may also disclose or transfer all information collected in the event of a proposed or actual sale (including as part of insolvency or bankruptcy proceedings), financing, merger, or any other change in control or ownership of Big Lots' or its assets or divisions.

Legal and Safety Obligations. We may transfer and disclose information: (i) in the event we are required to respond to a subpoena or other legal process or if in our good faith opinion such disclosure is required or permitted by law; (ii) at the request of governmental authorities conducting an investigation; (iii) to protect or defend Big Lots or enforce other policies applicable to the Service, such as our [User Agreement](#); or (iv) to protect the personal safety or rights of an individual. To the maximum extent permitted by applicable law, we may also use IP addresses, mobile device identifiers or any other information we collect to identify users, and may do so in cooperation with copyright owners, internet service providers, wireless service providers or law enforcement agencies in our discretion. Such disclosures may be carried out without notice to you.

Your Privacy Choices

Communication Preferences. You may opt-out of receiving from us:

- Corporate e-mail alerts by following the instructions provided in those e-mail alerts.
- Job notification e-mails by logging on to your Career Site account (if you have problems logging on, please [contact us](#)).
- Promotional e-mail communications by following the instructions provided in those communications or [unsubscribe](#). You may modify your promotional e-mail communication preferences by logging on to your account.

We may still contact you even if you have opted out of receiving marketing communications for transactional purposes, such as customer service, product information, service or reminder notices, recalls, or setting up a job interview. We may also need to contact you with questions or information relative to your order, such as regarding order status, shipment, or refunds. Please note that your opt-out is limited to the email address used and will not affect subsequent subscriptions. If your opt-out is limited to certain types of communications, then the opt-out will be so limited.

Tracking Technology Choices. For your choices regarding tracking technologies, see [Advertising & Analytics Services and Online Tracking](#) below.

Accessing and Updating Your Information

You are responsible for maintaining the accuracy of the information you submit to us. You may access, review, correct and update Personal Information you have submitted to us via the Service:

- On the Career Site by logging on to your account (if you have problems logging on, please [contact us](#));
- On the Big Lots Foundation Site by logging on to your account if you have created an account or by [contacting us](#); and
- On all other parts of the Service by logging on to your account if you have created an account or calling one of our customer care representatives at 1-866-BIGLOTS (244-5687).

You may deactivate your Service account:

- On the Big Lots Foundation Site by contacting us; and
- On all other parts of the Service, except the Career Site, by calling one of our customer care representatives at 1-866-BIGLOTS (244-5687).

You may withdraw any application by you for employment made through the Career Site by logging on to your account (if you have problems logging on, please [contact us](#)).

We will make good faith efforts to make requested changes in our then-active databases as soon as reasonably practicable (but we may retain prior information as business records). For the Career Site, we may retain your information for a period of twenty-four (24) months after the date you last log on to your account, so that we can continue to consider you for employment positions. Please note that it is not always possible to completely remove all of your information from our databases and that residual data may remain on backup media or for other reasons.

Important Information

Public Disclosure. The Service may permit you to submit ideas, photographs, user profiles, writings, music, video, audio recordings, computer graphics, pictures, data, questions, comments, suggestions or other content, including Personal Information (collectively, “**User Content**”), such as on, and in association with your account(s). We may store, display, reproduce, publish, distribute or otherwise use User Content online or offline in any media or format (currently existing or hereafter developed) and may or may not attribute it to you. Others may have access to this User Content and may have the ability to share it with third parties. Please think carefully before deciding what information you share, including Personal Information, in connection with your User Content. We are not responsible for the accuracy, use or misuse of any User Content that you disclose or receive from third parties through the Service. We are not responsible for User Content you submit to third party services, including third party social media websites, via our Service.

Information from Children. Our Service is not geared towards children and we do not knowingly collect information from children under the age of thirteen (13) without parental consent. If we learn that we have received information from a user under the age of 13, we will delete this information in accordance with the Children’s Online Privacy Protection Act (“COPPA”). Please contact us if you believe your child may have provided us with information without COPPA-required consent and you would like us to work to delete the information.

Third Party Services. The Service may include hyperlinks to, or include on or in connection with the Service (e.g., apps and plug-ins), websites, locations, platforms, applications or services operated by third parties (“**Third Party Service(s)**”). These Third Party Services may use their own cookies, web beacons and other technology to independently collect information about you. In addition, these Third Party Services may solicit information from you.

Certain functionalities on the Service permit interactions that you initiate between the Service and certain Third Party Services, such as third party social networks (“**Social Features**”). Examples of Social Features include: enabling you to send content such as contacts and photos between the Service and a Third Party Service; “liking” or “sharing” Big Lots’ content; logging in to the Service using your Third Party Service account (e.g., using Facebook Connect to sign-in to the Service); and to otherwise connect the Service to a Third Party Service (e.g., to pull or push information to or from the Service). If you use Social Features, and potentially other Third Party Services, information you post or provide access to may be publicly displayed on the Service or by the Third Party Service that you use. Similarly, if you post

information on a Third Party Service that references the Service (e.g., by using a hashtag associated with Big Lots in a tweet or status update), your post may be used on or in connection with the Service or otherwise by Big Lots. Also, both Big Lots and the third party may have access to certain information about you and your use of the Service and any Third Party Service.

We make no representations regarding the policies or business practices of such Third Party Services and encourage you to familiarize yourself with their privacy policies before providing them with your information.

Advertising & Analytics Services and Online Tracking. We and our service providers may engage third parties, such as Google Analytics, to serve advertisements on our behalf on the Service and/or on Third Party Services and to provide analytics services about the use of the Service and the performance of our ads and content on Third Party Services. You may exercise choices regarding Google Analytics, and learn about, access and use the Google Analytics Opt-out Browser Add-on, by visiting <https://tools.google.com/dlpage/gaoptout>.

In addition, we may participate in online advertising networks and exchanges that display relevant advertisements to Service visitors, on and off of the Service, based on their interests as reflected in their browsing of the Service and certain Third Party Services. These entities may use cookies, web beacons, and other tracking technologies to automatically collect information about you and your activities, such as your IP address, device identifier, Ad ID, web browser, pages viewed, time spent on pages, links clicked and conversion information. This information may be used by us and others to, among other things, analyze and track data, determine the popularity of certain content, deliver advertising and content targeted to your interests on the Service and Third Party Services and better understand your online activity.

This means that some information about your browsing of the Service and certain Third Party Services may be collected (including across time and services) and shared with third parties for the purpose of delivering ads and/or other content to you on the Service and certain Third Party Services, and Big Lots may receive from some of these parties information about Third Party Services that you have visited. This information may be used for marketing purposes and the practice is sometimes termed “targeting,” “retargeting,” “interest-based advertising,” and “online behavioral advertising.”

The statements of our practices in this Privacy Policy does not cover any use of information that such third parties themselves may have collected from you (e.g., type of browser, operating system, domain name, day and time of visit, page(s) visited) or the methods used by the third-parties to collect that information (e.g., cookies, web beacons, and other tracking technologies). Consult their privacy policies and notice for information regarding their practices.

Note that your browser settings may allow you to automatically transmit a “Do Not Track” signal to websites and online services you visit. There is no consensus among industry participants as to what “Do Not Track” means in this context. Like many websites and online services, we currently do not alter our practices when we receive a “Do Not Track” signal from a visitor’s browser. To find out more about “Do Not Track,” you may wish to visit <http://www.allaboutdnt.com>.

Certain advertising networks and exchanges may participate in the Digital Advertising Alliance (“DAA”) AdChoices Program and may display an Advertising Option Icon for interest-based ads. You can learn more about the DAA AdChoices Program at <http://www.youradchoices.com/>. In addition, certain advertising networks and exchanges may participate in the Network Advertising Initiative (“NAI”). The NAI has developed a tool that allows consumers to opt-out of certain targeted advertising delivered by NAI members’ ad networks. To learn more about opting out of targeted advertising or to use the tool, visit here: <http://www.networkadvertising.org/choices/>. Please be aware that, even if you are able to opt-out of certain kinds of targeted advertising, you will continue to receive non-targeted ads. Further, opting out of one or more NAI or DAA members only means that those selected members no longer will be allowed

under the DAA / NAI rules to deliver certain targeted ads to you, which will affect this and other services, but does not mean you will no longer receive any targeted content and/or ads (e.g., from other ad networks). Also, if your browsers are configured to reject cookies when you visit these opt-out webpages, or you subsequently erase your cookies, use a different device or change web browsers, or use a non-browser-based method of access, your NAI / DAA opt-out may not, or may no longer, be effective. We are not responsible for effectiveness of, or compliance with, any third-parties' opt-out options or programs. However, we support the ad industry's 2009 Self-regulatory Principles for Online Behavioral Advertising (<http://www.iab.net/media/file/ven-principles-07-01-09.pdf>) and expect that ad networks we directly engage to serve you interest-based ads will do so as well, though we cannot guarantee their compliance.

Social Features. To allow you interact with third party social media websites, we may provide links or embed third party applications that allow you to login, post content or share information from the Service. Your use of these links and applications is subject to the third parties' privacy policies, and you should become familiar with the third party social media websites' privacy policies before using the links or applications. Big Lots is not responsible for the privacy practices or the content of those third party social media websites.

Additionally, the Service may offer you the option to send a communication or refer a job to a friend. By sending a communication or referring a job to a friend, you represent that you and your friend are United States citizens and that you have permission to provide your friend's first and last name and e-mail address. The friend's information you provide will be used to send the communication or job posting and not used by us for any other marketing purpose unless we obtain consent from that person. Your contact information and message may be included in the communication or referral.

Volunteer Opportunities and Donation Requests. We may provide you the ability to track your volunteer work and submit your volunteer hours. In addition, the Service may offer you the option to request a donation on behalf of an organization. By requesting a donation on behalf of an organization, you represent that the organization is a 501(c)(3) non-profit authorized to conduct business under the laws of the United States and that you have permission to request a donation on its behalf. The organization's information you provide will be used to contact the organization and your contact information may be included in the communication.

Your California Privacy Rights. Once a year, California customers may request a list of the categories of personal information (as defined by the California Shine the Light Act) Big Lots shares with third parties, and in some cases our affiliates, for their direct marketing purposes and a list of companies with which we shared information. To make this request, [contact us](#) or send a letter to the address listed below, note that it is a "California Privacy Rights Request," and provide your name, street address, city, state, and ZIP code.

Big Lots
Attn: Customer Care (California Privacy Rights Request)
300 Phillipi Road
Columbus, OH 43228-5311

Consent to Transfer Information. The Service is operated in the United States. If you are located outside of the United States, and are accessing or using the Service, please be aware that information we collect will be collected and stored in the United States. By using or accessing the Service or providing us with any information through the Service, you consent to this transfer, processing and storage of your information in United States.

Data Security. Big Lots takes commercially reasonable steps to protect Personal Information. However, no data transmission over the Internet, wireless transmission or electronic storage of information can be guaranteed to be 100% secure. Please note that we cannot ensure or warrant the security of any information we collect, and you use our Service and provide us with your information at your own risk.

Sweepstakes, Contests, and Promotions. We may offer sweepstakes, contests, and other promotions (each, a “**Promotion**”) that may require registration. If you choose to enter a Promotion, your Personal Information may be disclosed to third parties in connection with the administration of such Promotion, such as in connection with winner selection, prize fulfillment, and as required by law, such as on a winners list. By entering a Promotion, you are agreeing to the official rules that govern that Promotion, which may contain specific requirements of you, including, except where prohibited by law, allowing the sponsor and/or other parties to use your name, voice and/or likeness in advertising or marketing materials. Big Lots may offer opportunities to enter a Promotion that we offer jointly with a third party. As a result of your participation in such feature, your information may be shared with the third party that is jointly offering the feature, which will be disclosed at the time your information is collected. We are not responsible for such third parties’ data collection or practices and you should look to such third party privacy policies for more information.

EEOC / Affirmative Action Reporting. In conjunction with laws and regulations enforced by the Equal Employment Opportunity Commission (“**EEOC**”), the Office of Federal Contract Compliance Programs (“**OFCCP**”) and similar state and local regulatory agencies, we may ask you to provide us with self-identifying information (such as veteran status, gender and ethnicity). Providing such self-identifying information is voluntary, but if you do provide us with such information, we may submit that information to the EEOC, the OFCCP and similar state and local regulatory agencies or otherwise use or disclose it for business-related purposes, including responding to information requests, fulfilling regulatory reporting requirements and defending against employment related complaints.

Changes to this Privacy Policy

Big Lots may revise this Privacy Policy in the future. Changes will be effective immediately upon posting the revised policy on the Service. We will not use your information in a manner materially different than what was stated in the policy in effect at the time the information was collected unless we receive your consent.

Contacting Us

If you have questions, suggestions, or complaints about this Privacy Policy or Big Lots’ privacy practices, please feel free to [contact us](#). You can also contact us by mail at the following postal address:

Big Lots
Attn: Customer Care
300 Phillipi Road
Columbus, OH 43228-5311

Disputes; Governing Law; Jurisdiction

Disputes. Except as specifically stated herein, you agree that any disputes, actions, and claims relating to your use of the Service and all matters arising out of or related to this Privacy Policy, the Agreement and any applicable Additional Terms, as that term is defined in the Agreement (collectively “**Disputes**” or a “**Dispute**”) shall be resolved exclusively by final binding arbitration, except that you may assert claims in small claims court in the county of your residence or in Columbus, Ohio, if your claims qualify. The arbitration will be conducted by the American Arbitration Association (“**AAA**”) under its rules, including the AAA’s Consumer Arbitration Rules. All of the AAA’s rules are available at www.adr.org, and the rules governing consumer disputes are available at www.adr.org/consumer. The AAA’s rules, including the rules governing consumer disputes,

are also available by calling 1-800-778-7879. You may initiate arbitration by utilizing the forms available on www.adr.org. If you have any difficulty initiating arbitration, you may call the AAA at 1-800-778-7879. **You and Big Lots are each giving up the right to have disputes resolved in court before a judge and/or jury (except as stated otherwise in this Section entitled “Disputes; Governing Law; Jurisdiction” (this “Disputes Section”)).** The provisions of this Disputes Section constitute your and Big Lots’ written agreement for resolving Disputes, including the agreement to arbitrate Disputes under the Federal Arbitration Act (“**Dispute Agreement**”). The most current version of this Dispute Agreement in effect when any Dispute arises shall govern resolution of any Dispute.

Payment of all filing, administration and arbitrator fees (“**Arbitration Fees**”) will be governed by the AAA’s rules. You agree to commence arbitration only in your county of residence or in Columbus, Ohio. We will reimburse to you Arbitration Fees you paid for claims totaling less than \$10,000 unless the arbitrator determines the claims are frivolous. The arbitration will be conducted based on written submissions unless you request a phone or in-person hearing, or the arbitrator determines that a phone or in-person hearing is necessary. The arbitrator may only award those damages and relief as a court could, and must follow the terms and conditions of the Agreement and this Dispute Agreement.

Governing Law. You agree that all Disputes will be governed by the Federal Arbitration Act (FAA), applicable Federal Law, and laws of the State of Ohio, without regard to conflicts of law principles.

No Class Action Matters. You and Big Lots each agree that resolution of any Disputes, whether in court or in arbitration, will be conducted and resolved only on an individual basis and not in a class, consolidated or representative action, and that any relief awarded, including equitable relief, shall only be awarded on an individual basis.

Equitable Relief. Notwithstanding anything to the contrary herein, you or Big Lots may bring suit in court to seek an injunction, a declaratory judgment or other equitable relief arising out of, or relating to, enforcement of Section I and Section II of the Agreement, or claims related to the validity or enforcement of your or our intellectual property rights.

No Jury Trial; Choice of Law and Forum for Court Proceedings. If for any reason a Dispute proceeds in court, other than for Disputes brought in a small claims court for qualifying claims, you and Big Lots agree: (i) that any such Dispute may only be brought in a state or federal court in Columbus, Ohio, to be governed by the FAA, applicable Federal Law, and the laws of Ohio, without regard to conflict of law principles; (ii) to further irrevocably consent and submit to the exclusive personal jurisdiction and venue of such courts in Columbus, Ohio; and, (iii) **to waive any right to a trial by jury.**

Severability. With the exception of the subsection entitled “No Class Action Matters”, if any part of this Disputes Section is ruled to be unenforceable for any reason, then the remaining provisions of this Disputes Section shall remain in force as if any portion ruled unenforceable were not included in this Disputes Section. If this Disputes Section is ruled to be unenforceable for any reason, then the subsection entitled “Disputes” shall no longer be enforceable, but the remainder of this Disputes Section shall remain in effect.