



Associate Discount Program & Gold Card Program

Policy Overview

All active JCPenney associates are eligible to participate in the Associate Discount Program (“the Program”) starting on their first day on the job. The Program provides discount privileges on certain merchandise purchases and services. It’s a special privilege and a value for you and your family.

How the Discount Program Works

The Program allows you to purchase certain merchandise and services at a discounted price for your own use and to buy gifts or merchandise to be shared with others (subject to certain limitations and restrictions described later in this document). The discount is taken off the retail price for each item, including any marked-down sale price that is offered to customers.

Discount Amount

Associates will receive a 25% discount on all merchandise and a 20% discount on all services (subject to the limitations below).

Limitations and Restrictions

No discounts are available for:

- Gift Cards
- Shipping and Handling
- Optometrist exams
- Sephora products purchased through JCPenney.com.

Note: All persons employed by U.S. Vision (optical) or LifeTouch (portrait studio) located within a Store shall be entitled to the same discount extended to JCPenney associates for merchandise purchased in a Store.



Procedures

Store Purchases

Show your discount card before the sales associate rings up your purchase. Your eligible family members will need to present a valid *spouse/dependent* card.

Note: You or your dependent may also be required to show a driver's license or other photo ID for positive identification.

JCPenney.com

Your discount will be automatic

Note: Be sure that your name and address in your JCPenney.com account match your name and address in the Kiosk. This will ensure that your discount is correctly applied to purchases.

Activating Your Discount Card

You will be given discount cards for yourself and for each of your eligible *dependents* during the New Hire process. You must activate your discount card(s) on the Kiosk. Your card(s) will not be valid until you activate them.

To activate your card(s):

- Log on to the Kiosk
- Select Associate Self-Service
- Select Discount Card Activation
- Follow the instructions to activate your discount card(s)

Requesting Additional and/or Replacement Cards

Contact your Store/Unit Leader and activate the new card(s) via the Kiosk.



Eligibility

Associate

As a JCPenney associate, you are eligible for the Program from your date of hire until your employment ends. You remain eligible even during approved leaves of absence.

Spouse

As long as you are eligible, your *spouse* may also take advantage of the Program. "*Spouse*" includes a same-sex spouse, if you were married in a state or jurisdiction that recognizes same-sex marriage. "*Spouse*" also includes common-law *spouse* in states that recognize this status. Documentation of common-law marriage is required.

If you divorce your *spouse*, your *spouse* loses all eligibility for the Program. If you remarry, your new *spouse* is then eligible as your *dependent*. Also, if you divorce your *spouse*, *children* who are not your *dependents* will lose eligibility for the Program. If you then remarry, the *children* of your new *spouse* would also be eligible for the Program.

Note: "*Spouse*" does not include a Domestic Partner. Domestic Partners are not considered *spouses* under Section 132 of the Internal Revenue *Code*.

Children

Your discount extends to purchases by your unmarried, *dependent** children and/or stepchildren who meet the age and eligibility requirements:

- they have not yet reached age 19,
- they have not yet reached age 25, if a full-time student
- they are any age if *incapacitated***

*A *dependent* must qualify as a *dependent* for federal income tax purposes, which generally includes relying on you for more than half of their income and either living with you for more than half the year or treating your home as the *dependent's* principal place of residence.

**Provided the child became *incapacitated* before age 19 (or before age 25 if a full-time student).

Incapacitated Child

In order to continue participation for an *incapacitated child* who would otherwise lose participation due to age, you must complete and return the Continuation of Coverage for Incapacitated Children form. You can obtain this form from PowerLine.

Note: When your *dependents* are no longer eligible for the Program, it is your responsibility to deactivate the *dependent's* discount card through the Kiosk. Failure to do so may result in you losing eligibility for the Program.



Gold Card Program

Overview

Some former associates are eligible for the Gold Card Program, which provides a lifetime discount on certain merchandise and services.

Eligibility

To be eligible for the Gold Card:

- You must have at least 10 years of total service with the company or any of its participating employers; **and**
- Your age plus your years of total service must be greater than or equal to 65

Note: You are eligible for the Gold Card, regardless of age, if you have at least 10 years of service and are Social Security disabled.

If your employment is terminated due to an approved Unit Closing or Permanent Reduction in Force (as such terms are defined in the Separation Pay Program), you will automatically be provided with up to two years of additional age and/or service credit in order to help you satisfy the 10 years of total service and 65 point requirement to be eligible for the Gold Card Program.

Gold Card discount privileges are not extended to anyone whose employment ends because of a summary dismissal (or who resigns in lieu of a summary dismissal).

Participants will be notified by PowerLine of their eligibility for the Gold Card. If eligible, cards will be sent to your home address for you and your eligible dependents.

Gold Card participants with questions about the privileges and limitations of the Gold Card Program should contact PowerLine.

Requesting New and/or Replacement Gold Cards

Contact PowerLine.



Limitations of the Program and Your Responsibilities

Because the Program is a benefit of your employment or past employment, you should be careful to use it only as intended. No associate has a vested interest in the Program. If you make purchases or allow others to make purchases that violate the Program limitations set forth below, if you have been rehired and are summarily dismissed from employment or if you commit a criminal act against the company, you may permanently lose your discount privilege and are subject to discipline, up to and including termination.

- The discount privilege and identification cards are non-transferable. You may use the discount privilege only to purchase goods for the personal use of yourself, your spouse or your eligible children. "Personal Use" includes merchandise you purchase to give as a gift or to share with others
- You cannot use the discount privilege to purchase merchandise that will be resold, used in any business, including but not limited to your own, or for which you receive repayment of any kind
- Items purchased with an associate discount cannot be returned for full retail. They must be returned for the same retail price as paid when purchased. Abuse of the associate discount could lead to disciplinary action up to and including termination
- The restrictions (e.g., quantity, coupons, etc.) on sale merchandise for customers also apply to you
- You cannot have a family member ring up your purchases
- The store or unit leader can limit the days and hours when you may use the discount privilege
- The company may not offer the Program to associates of certain subsidiaries or divisions because of federal tax laws
- The discount privilege is subject to restrictions imposed by tax laws. By offering the discount, the company makes no representation as to federal, state or local tax law outcomes for associates that use the discount privilege, and the company shall not be responsible for any particular tax outcome
- The company reserves the right to impute income to any associate in the event that the Internal Revenue Service, other government agency, or court determines that the discount privilege is a taxable benefit
- The company reserves the right to change or end the Program at any time without prior notice to you
- The discount card provided to you shall remain the property of the company and the company may require it to be returned at any time

Associates with questions about the privileges and limitations of the associate Discount Program should talk to the Store/Unit leader.