

Version 11.0

PRE-TICKETING 4900 East Dublin Granville Road Columbus, Ohio 43081-7651, U.S.A. Email: ticketing@biglots.com



Pre-ticketing gets the goods to the sales floor faster and saves store personnel valuable time, and helps prevent costly ticketing errors.

Our vendors are responsible for creating and printing pre-price tickets, and this Handbook is being provided to help make the pre-ticketing process as easy and efficient as possible. Please review all information and follow the guidelines carefully to avoid delays and penalties. Note that the charge back for incorrect tickets is 30 cents per retail unit, and that a production line sample of each ticket must be submitted for testing. In addition, vendors are required to review, sign, and return a TRADEMARK SUBLICENSE AGREEMENT-PRICE TICKETS form.

Returning the signed cover sheet is your acknowledgment that you understand our pre-ticketing process. You and your printers will be required to adhere to the guidelines provided.

### PLEASE NOTE THAT BARCODE INFORMATION SHEETS WILL NOT BE SENT UNTIL THIS SIGNED PAGE AND A SIGNED TRADEMARK SUBLICENSE AGREEMENT-PRICE TICKETS FORM (PAGES 28-31) ARE RECEIVED. THE SIGNED PAGES CAN BE RETURNED VIA EMAIL TO ticketing@biglots.com

I have read and understood all of the information included in Big Lots Pre-Ticketing Handbook for Vendors.

Vendor (Company) Name

Printed Name and Title of Person Responsible for Creating Price Tickets

Signature

Date

# **IMPORTANT POINTS**

 $\sqrt{}$  Effective 2/1/2024, the pre-ticket chargeback penalty will now be 30 cents/item instead of 15 cents/item.

 $\sqrt{}$  The COMP VALUE price tickets now have a new look. Please review this handbook thoroughly to view the new required layouts.

 $\sqrt{}$  To expedite the pre-ticketing process, the pre-ticketing team will now accept high quality PDF proofs of the price tickets via email. The Purchase Order numbers related to the ticket proofs must be advised in the email. Mailed physical ticket samples are still acceptable for those who want to continue this process.

 $\sqrt{}$  The barcode on the price tickets use the industry standard UPC-A or EAN type barcode. Please follow the guidelines in this handbook carefully to avoid price ticket approval delays.

 $\sqrt{\text{Revised ticket information may be sent to the vendor at any point in the Pre-Ticketing Process as described on pages 8-9. This revised information will reflect changes – such as a new department number, class number, sku number, retail price, and/or UPC number – that will change the price ticket. If this occurs, the vendor must send revised tickets to the Pre-Ticketing team for approval.$ 

 $\sqrt{}$  Vendors creating price tickets for Big Lots are required to sign and return a TRADE-MARK SUBLICENSE AGREEMENT-PRICE TICKETS form (see pages 28-31). This form specifies limitations regarding use of the BIG LOTS brand on price tickets. This form is specific to price tickets, and only one signed form is required for all tickets created.

 $\sqrt{}$  The Pre-ticketing Team only reviews /comments on pre-price tickets. They do not comment /review packaging artwork. A separate approval process is done for packaging artwork and is handled by the Packaging Team.

# THIS 1/24 UPDATED HANDBOOK (total of 31 pages, including cover sheet) REPLACES ALL OTHER VERSIONS OF THE PRE-TICKETING HANDBOOK

# Revised 1/24 Pre-Ticketing Handbook 11.0

How to Create Price Tickets for Big Lots

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**BIG!** LOTS.

# **OTHER KEY POINTS**

 $\checkmark$  Big Lots Pre-Ticketing Team will email pre-ticketing information and instructions to vendors. All pre-ticketing approvals will be sent by the Pre-TicketingTeam in the Big Lots General Office in Columbus, Ohio, USA.

Pre-ticketing information, instructions, or approvals from any other source are not valid.

 $\sqrt{1}$  This Handbook (along with the barcode information sheet(s) emailed to vendors for specific P.O.s) includes all of the information vendors need to create Big Lots pre-price tickets.

 $\sqrt{}$  Vendors should read this Handbook carefully and keep it for future reference.

 $\sqrt{V}$  Vendors should make this Handbook available to those who assist them in creating preprice tickets for Big Lots. Vendors are responsible for ensuring that the price tickets created are correct.

 $\sqrt{}$  Vendors will be charged back 30 cents (\$0.30 U.S.) per retail unit for tickets that do not meet requirements.

 $\sqrt{}$  Vendors must read, sign and return the cover page and page 31 sent with this Handbook. No pre-price ticket information sheet(s) will be sent until these two, signed forms have been received.

 $\sqrt{}$  Vendors that have a question after reading this Handbook thoroughly may contact the Big Lots Pre-Ticketing Team via e-mail: ticketing@biglots.com

# **BIG!**LOTS

PRE-TICKETING 4900 East Dublin Granville Rd Columbus, Ohio 43081-7651, U.S.A. e-mail: ticketing@biglots.com

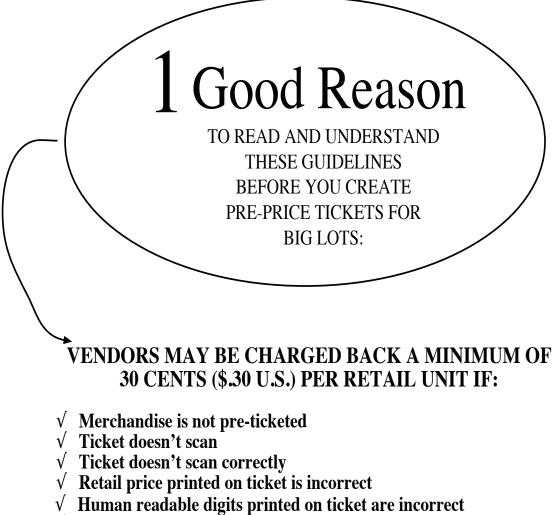
# Here are a few other important points to keep in mind (and to share with your printers) to avoid ticket approval delays:

 $\sqrt{}$  Ticket samples may be emailed or mailed in for approval on the Ticket Samples for Approval form. All information requested on this form must be provided for each item, including the purchase order (P.O.) number(s) and Big Lots' mfg number (also referred to as the ITEM#, PART# or STYLE #). A copy of the Ticket Samples for Approval form is included on page 26 of this Handbook. Please make copies of this form to use each time you send in samples.

For all price tickets printed directly on a polybag vendors must first send a print proof for initial approval and then send an actual printed sample for approval.

 $\sqrt{}$  Ticket samples sent for approval will be kept by the Big Lots Pre-Ticketing Team for our files. If your printer requires that we sign and return approved samples for their records before they will proceed to printing, they must send two sets of samples -- one for our files and one to be signed and returned to them. They must also cover the cost of returning the samples to them (advise carrier–DHL, FedEx, etc.–and account number).

# NOTE: ANY DEVIATION FROM THE PRICE TICKET SPECIFICATIONS PROVIDED IN THIS HANDBOOK MUST BE APPROVED BY THE PRE-TICKETING TEAM



- $\sqrt{1}$  Ticket is placed incorrectly on package resulting in ticket not scanning
- ✓ Ticket quality is poor (doesn't adhere to product, retail illegible, etc.)

Merchandise arriving at Big Lots DC is checked for compliance with ticketing requirements and price tickets are test scanned.

# **DEFINITION OF TERMS USED IN THIS HANDBOOK**

**Barcode Information Sheet --** Sheet emailed to vendors that includes information needed to create the UPC Barcode for item on a specific P.O. See example below:

P.O. #	Part #	Dept/ Class	SKU	Date Code	COMP VALUE	Current Retail	Ticket Type	UPC
94287812	011-1766WR	36011	810614480	093	\$0.00	\$49.99	A1	481061 <del>44</del> 8008

**UPC Barcode** -- This is the barcode used by Big Lots on all tickets. The digits needed to create the UPC barcode are sent to vendors on the Barcode Information Sheet. These digits appear under the heading "UPC" as shown in the graphic above.

Store cash registers are programmed to scan the UPC barcode. Ticket samples sent to the Pre-Ticketing Department are test scanned on one of these registers to verify that they will scan in the stores.

**Distribution Clause** -- Clause which includes the words "Distributed by" and Big Lots Stores, Inc. name and address (in accordance with the guidelines of the U.S. Fair Packaging and Labeling Act). Country of origin, item number and vendor number are also included. See the example below:

### Distributed By: Big Lots Stores, Inc. P.O. Box 28523 Columbus, OH 43228-0523 V #0000 MADE IN USA ITEM #0000

Item Number (ITEM #) -- This is the PART # on the Barcode Information Sheet.

**Vendor Number** (V#) -- This is the number directly to the right of the vendor name at the top of Barcode Information Sheet. It is usually, but not always, a 6-digit number.

**2-in-1** -- A 2-in-1 label (includes price ticket and distribution clause-2 pieces of information on 1 label) that wraps around the product. The ends of the label adhere to one another (forming what resembles a small flag). The label can be printed in 2 different sizes and include a warning statement if required.

# **PRE-TICKETING PROCESS**

# Step 1.

A barcode information sheet is emailed to the vendor by the Big Lots Pre-Ticketing Team. This sheet provides item-specific barcode information. Vendor uses this information, along with the detailed guidelines in this Handbook, to create price tickets.

### TIMING: Within 5 business days of P.O. issue date.

# Step 2.

Vendor creates tickets using the emailed barcode information sheet(s) and following the detailed guidelines in this Handbook. Vendor mails or emails completed TICKET SAMPLES FOR APPROVAL form, that includes a print proof (ticket sample) of each ticket created, to the Big Lots Pre-Ticketing Team for approval. A copy of the TICKET SAMPLES FOR APPROVAL form is included in the "Resources" section of this Handbook (page 26). Please duplicate this form as needed.

ALL information requested on the TICKET SAMPLES FOR APPROVAL form must be provided including the purchase order (P.O.) number(s) and the mfg part number (also referred to as the ITEM #, PART # or STYLE #).

NOTE: Vendor should list all P.O.s that include the item at the top of the form in the indicated spaces (separate lines for each P.O., identified by DC, have been provided). All ticket samples on a given TICKET SAMPLES FOR APPROVAL form must be for items included on the listed P.O.s.

**TIMING:** Within 10 business days of ticketing information receipt date, vendors must submit all ticket samples on a Ticket Samples For Approval form.

# Step 3.

Big Lots Pre-Ticketing Department reviews ticket samples sent on TICKET SAMPLES FOR APPROVAL form(s). These samples are test scanned and reviewed carefully to ensure that ticket size and format are correct.

Please note that this step in the approval process is particularly critical. Store cash registers are programmed to scan the UPC-A Barcode. Ticket samples sent to the Big Lots Pre-Ticketing Team are test scanned on one of these registers to verify that they will scan in the stores.

Big Lots Pre-Ticketing Team emails ticket approval (or revision instructions for unapproved tickets).

### TIMING: Within 5 business days of ticket approval date.

**If ticket sample scans and meets all requirements:** Big Lots Pre-Ticketing Team emails a PRE-PRICE TICKET APPROVAL SHEET (see copy of this form on page 27 of this Handbook). This sheet is the ONLY WAY IN WHICH PRICE TICKETS ARE APPROVED BY BIG LOTS. Vendors may then proceed to printing.

If ticket sample is unapproved: Vendor submits revised ticket sample for approval.

### TIMING: Within 3 business days of revision instructions receipt date.

If the revised ticket sample is correct, vendor receives ticket approval from Big Lots Pre-Ticketing Team.

TIMING: Within 5 business days of revised ticket sample receipt.

### Step 4:

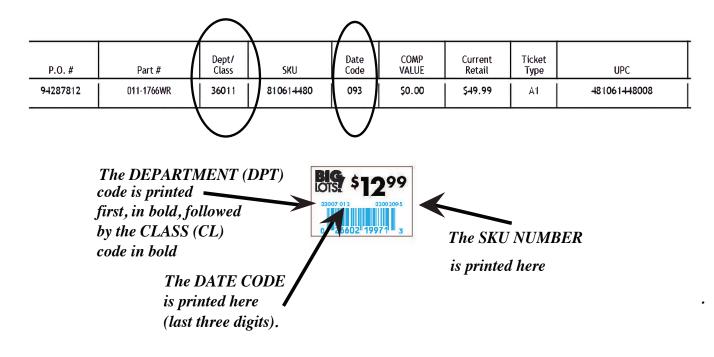
Pre-ticketed goods are shipped by vendor to Big Lots distribution centers where they are checked again to ensure that all requirements detailed in the Handbook have been met.

**IMPORTANT:** Revised ticket information may be sent to the vendor at any point in the Pre-Ticket ing Process. This revised information will reflect changes—such as a new DPT number, UPC number, Class Number, sku number and/or retail price—that will change the price ticket. If this occurs, the vendor must send revised tickets to the Pre-Ticketing Department for approval.

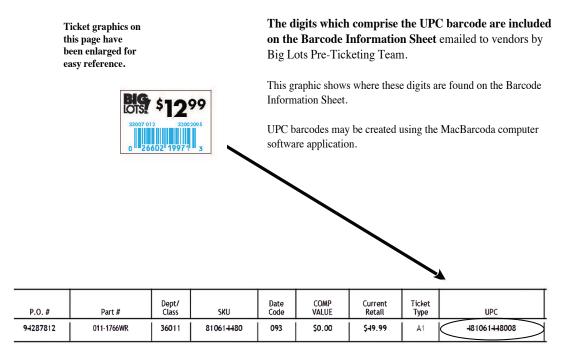
### IF PRE-TICKETING REQUIREMENTS ARE NOT MET, VENDORS WILL BE CHARGED BACK 30 CENTS (\$0.30 U.S.) PER RETAIL UNIT.

# HOW TO CREATE THE UPC BARCODE

This example shows where to find the DEPARTMENT (DPT) NUMBER, CLASS (CL) NUMBER AND DATE CODE on the Barcode Information Sheet. It also indicates where this information should be placed on the price ticket.

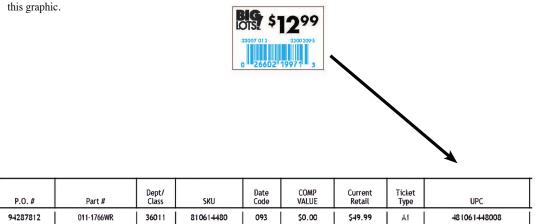


### HOW TO CREATE THE UPC BARCODE



### WHERE TO FIND THE 12 DIGITS THAT ARE PRINTED BELOW THE UPC-A BARCODE

Notice that Big Lots Price Tickets also include 12 visible digits directly below the barcode. These 12 digits are derived as the UPC barcode number as indicated on this graphic.



### PRICE TICKET FORMAT

Note: Two versions are provided to show examples without and with comp value pricing.

# A1 - 1.125" W x .75" H

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK



Below are visuals of how to format the retail price when the price is 99¢ and lower.



Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### **TYPE FONTS USED**



BIG: 999¢ COMP VALUE \$16.99 33007 012 3200205 0 26602" 19971 3

with comp value

Futura Std Bold - 3.5 pt



### **PRICE TICKET FORMAT**

Note: Two versions are provided to show examples without and with comp value pricing.

# E1 - 1.25" W x 1.25" H

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK

with comp value





Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### **TYPE FONTS USED**



**PRICE TICKET FORMAT** 

Note: Two versions are provided to show examples without and with comp value pricing.

# TA1 - 1.125" W x .75" H Printed on a removable adhesive

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK

MAGENTA LINE DO NOT PRINT SHOWN FOR PERFORATION ONLY







Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### **TYPE FONTS USED**



**PRICE TICKET FORMAT** 

Note: Two versions are provided to show examples without and with comp value pricing.

# TE1 - 1.3125" W x 1.3125" H Printed on a removable adhesive

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK

MAGENTA LINE DO NOT PRINT SHOWN FOR CONTENT SAFE AREA with comp value





Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

# **TYPE FONTS USED**



**PRICE TICKET FORMAT** 

Note: Two versions are provided to show examples without and with comp value pricing.

# RPF - NO ARTPACK/BRAND GUIDE 2.5" D Printed on a removable adhesive



Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### TYPE FONTS USED **ITEM DESCRIPTION** Futura Std Bold - 14 pt 00 in. x 00 in. (00.0cm x 00.0cm) Helvetica Neue Medium - 6 pt Distributed by: Big Lots Stores, Inc. P.O. Box 28523; Columbus, OH 43228-0523 Helvetica Neue Medium - 4.5 pt V#000000 MADE IN CHINA ITEM#000000 Helvetica Neue Medium - 5 pt 33007 012 Helvetica Neue Medium - 6 pt Futura Std Bold - 12 pt Futura Std Bold - 22 pt COMP VALUE \$16.99 Futura Std Bold - 7 pt Futura Std Bold - 3.5 pt

### **PRICE TICKET FORMAT**

Note: Two versions are provided to show examples without and with comp value pricing.

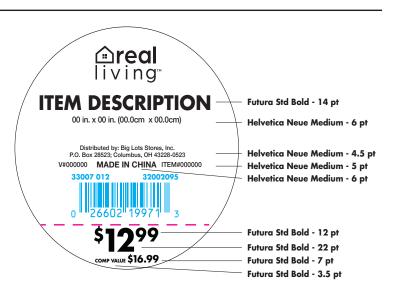
# RPF - ARTPACK/BRAND GUIDE 2.5" D Printed on a removable adhesive



Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### **TYPE FONTS USED**



PRICE TICKET FORMAT

Note: Two versions are provided to show examples without and with comp value pricing.

# 2A2 - 2.375" W x 1.25" H

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK





Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

# **TYPE FONTS USED**



PRICE TICKET FORMAT

Note: Two versions are provided to show examples without and with comp value pricing.

# 2A2 - 4.125" W x .875" H

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK



Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

# **TYPE FONTS USED**



**PRICE TICKET FORMAT** 

Note: Two versions are provided to show examples without and with comp value pricing.

# 2A2 - 4.125" W x .875" H (w/alert)

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK





with comp value

Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

### **TYPE FONTS USED**



**PRICE TICKET FORMAT** 

Note: Two versions are provided to show examples without and with comp value pricing.

# APP - 1.125" W x .75" H

BAR CODES SHOWN BLUE FOR POSITION ONLY BAR CODES SHOULD PRINT BLACK

MAGENTA LINE DO NOT PRINT SHOWN FOR HOLE PUNCH POSITION ONLY with comp value





Do not use a black outline around price tickets. This is an indication of edges only.

All ticket elements are BLACK Background is WHITE

# Futura Std Bold - 4 pt / 8 pt Futura Std Bold - 3.5 pt Futura Std Bold - 4 pt / 8 pt Futura Std Bold - 9 pt Star Practice Star Prac

# PRINTING OF PRICE TICKETS

### TICKET QUALITY REQUIREMENTS FOR PERMANENT ADHESIVE TICKETS

√ The following paper quality requirements apply only to separate pre-price tickets, not those printed directly on packaging: Glossy White, Coat Cast Label, Stock Weight: 54# paper

Ticket adhesive must be of a quality which ensures ticket will adhere securely to item on package.

- $\sqrt{}$  If ticket is printed directly on a polybag, we recommend that the white background be "double bumped" (white printed on top of white) to increase contrast and improve likelihood that the barcode will scan.
- $\sqrt{\text{Pre-printed ticket should NEVER}}$  be covered with an adhesive barcode.
- $\sqrt{}$  Do not modify the Big Lots Logo in any way.

# Listed below are recommended label printers for vendors who need assistance producing our pre-price tickets.

Ohio Label 5005 Transamerica Dr Columbus, OH David Graham 614-777-0180 dgraham@ohiolabel.com Fineline Technologies 3145 Medlock Bridge Road Norcross, GA 30071 John Cox 800-500-8687 x2102 jcox@finelinetech.com

Velocity Group International Angela Cremers 877-750-3390 x 505 404-502-8359 acremers@velocitygroupintl.com www.velocitygroupintl.com

Mee Mee International Annie/Elaine 852-2489253 annieyau@meemeeil.com.hk elaineho@meemeeil.com.hk

# PLACEMENT OF PRICE TICKETS

Price tickets may be printed directly on packaging or may be printed separately and then adhered to packaging.

This section explains where Big Lots' price tickets must be placed.

### **General Guidelines**

 $\sqrt{}$  Price ticket should be placed in the upper right-hand corner on the front of the package. One exception to this policy is hang tags. Price Tickets are placed on the back of hang tags.

- $\sqrt{}$  Price ticket should never cover a hang hole.
- $\sqrt{}$  Merchandise should not cover the price ticket in any way.
- $\sqrt{}$  If price ticket is placed on a cylindrical object (wrapping paper rolls, taper candles, broom and tool handles, etc.), barcode must not be positioned on curved area of object as this will affect price scanning.

The following page shows where tickets should be placed on different package types (color box, backer card, header card, hang tag, polybag and cylindrical packages).

# ANY EXCEPTIONS TO THESE GUIDELINES MUST BE APPROVED BY THE PRE-TICKETING TEAM. FAILURE TO FOLLOW THESE GUIDELINES MAY RESULT IN A MINIMUM 30 CENT (\$0.30 U.S.) CHARGE BACK PER RETAIL UNIT.

# PLACEMENT OF PRICE TICKETS

Photos on this page show recommended price ticket placement for several common package types. Vendors should use the ticket type indicated on the Barcode Information Sheet emailed by the Pre-Ticketing Department. If this type of ticket does not seem appropriate for the item, contact the buyer.

Box





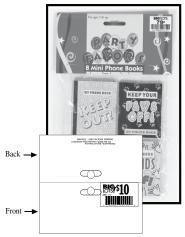
Cylindrical Package



# Blister Card



# Header Card



Polybag



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# TICKET PLACEMENT REQUIREMENTS FOR HOME DECOR

 $\sqrt{}$  For Candleholders and Candles, the vendor will apply the pre-price ticket (either the RPF ticket, A1 ticket, E1 ticket, TA1 ticket or TE1 ticket) to the bottom of the item. If there is not room to apply the ticket to the bottom and there is a hangtag, the vendor will apply the ticket to the hangtag. If there is no hangtag, the vendor will place the pre-price ticket in the least conspicuous area.



 $\sqrt{}$  For Vases and Home Décor items, the vendor will apply the pre-price ticket to the bottom of the item. If there is not room to apply the ticket to the bottom, the vendor will place the pre-price ticket in the least conspicuous area.



 $\sqrt{}$  For Picture Frames, Art, Wall Decor, and Mirrors, the vendor will apply the pre-price ticket on the back of the item in the top right corner regardless of packaging or materials (example: felt back, no corner protectors).



# Resources

# REVISED 9/23

This section includes:

# Forms

Ticket Samples for Approval Pre-Price Ticket Approval Sheet Trademark Sublicense Agreement-Price Tickets



SEND TICKETS TO: The Preticketing Department 4900 East Dublin Granville Rd Columbus, OH 43081-7561, U.S.A. Email: ticketing@biglots.com Sample tickets should be affixed directly to this form. P.O. number(s) must be included in the space(s) provided at the top of the form. Part numbers must be included below each sample as shown here. ATTACH TICKET SAMPLES FOR ITEMS ON LISTED P.O.S ONLY.

# **TICKET SAMPLES FOR APPROVAL** (NOTE: Tickets Samples must be affixed to this form.)

VEND	OR NAME			<b>F</b> A	X NUMBER
.0.#: -	DC #890	DC #879	DC #874	DC #870	DC #869
	PLACE TICKET HERE		PLACE TICKET HERE	PLACE TICKET HERE	PLACE TICKET HERE
PART#_		PART#		PART#	PART#
	PLACE TICKET HERE		PLACE TICKET HERE	PLACE TICKET HERE	PLACE TICKET HERE
PART#_		PART#		PART#	PART#
	PLACE TICKET HERE		PLACE TICKET HERE	PLACE TICKET HERE	PLACE TICKET HERE
PART#_		PART#		PART#	PART#

Pre Ticketing Department	123456, 123457,	COL- PA-		
BIGG DATE: January 1, 2007 TO: Vendor Name FROM:	123458, 123459, <b>123460</b> ,	CAL- Furn-, Mont- Dur		
PRE-PRICE TICKET APPROVAL SHEET				

**PLEASE NOTE**: The purchase order numbers, as shown on this form, do not include a hyphen followed by a 2 two-digit, one-letter suffix (for example, 349563-10M). Although this information is printed on some hard copy PO's it is **NOT REQUIRED FOR TICKET APPROVAL** and will not be included on this form.

	PO No.		Approved	Comments
0	123456-COL, 123457-PA, 123458-CAL, Furn- 123459-MONT, 123460-DUR	1111 1112 1113 1114	OK OK OK Not OK	An explanation of why specific tickets were not approved might be printed in this space.

Big Lots, Inc. 4900 E. Dublin Granville Rd. • Columbus, OH 43081-7651, USA • ticketing@biglots.com

### TRADEMARK SUBLICENSE AGREEMENT FOR PRICE TICKETS

This Trademark Sublicense Agreement for Price Tickets ("Agreement") contains a sublicense from Big Lots Stores, Inc., an Ohio corporation having its principal place of business at 4900 E Dublin Granville Rd, Columbus, Ohio 73081 ("Big Lots"), for use of trademarks specified herein ("Trademarks") and will only become effective upon your assent to all terms herein, as evidenced by your execution of this Agreement. If you donot accept all terms of this Agreement, you shall not be permitted to use the Trademarks for any purpose or have any other right in the Trademarks or goods bearing the Trademarks. You, the company or organization set forth below, are referred to as the "Sublicensee" in this Agreement.

### 1. SUBLICENSE.

(a) Sublicense Grant. Upon the acceptance of this Agreement by Sublicensee, Big Lots grants to Sublicensee, and Sublicensee accepts, a revocable, nonexclusive, nontransferable, personal right to use, under the express terms of this Agreement, only the following Trademarks and only for the purposes of affixing a Big Lots-specified price ticket to goods ordered by Big Lots with a valid purchase order placed by Big Lots, which price ticket includes one or more the following Trademarks:

Trademarks					
U.S. TM Reg. No. 2,087,643					
Typed Form:	<b>BIG LOTS</b>				
U.S. TM Serial No. 76-305489					
Typed Form:	<b>BIG LOTS!</b>				
	<b>BIG</b> LOTS				
Design:					
U.S. TM Reg. No. 2	2,828,987				
Typed Form:	<b>BIG ! LOTS</b>				
Design:	<b>BIG!</b> LOTS.				

Trademark Sublicense Agreement for Price Tickets

(b) Additional Sublicensee Restrictions. Nothing in this Agreement shall give Sublicensee any right, title or interest in the Trademarks, including trade dress, copyrights, package design or any other property right, (or any other trademark or right of Big Lots or its affiliated companies), other than the sublicense rights expressly granted in Subsection 1(a) above. Sublicensee shall <u>not</u> assign, transfer or sublicensee this Agreement or any right granted herein without the prior written consent of Big Lots. Sublicensee agrees not to use the Trademarks in any way that would disparage or injure Big Lots' reputation for high quality. ADDITIONALLY, LICENSEE AGREES THAT GOODS MANUFACTURED AND/OR LABELED BY SUBLICENSEE SHALL NOT BE DEEMED AUTHORIZED OR GENUINE GOODS UNTIL: (1) BIG LOTS HAS EXPRESSLY DECLARED SUCH GOODS TO BE GENUINE IN WRITING, OR (2)(i) BIG LOTS HAS RECEIVED SUCH GOODS AT ITS DISTRIBUTION CENTER, (ii) HAS INSPECTED THE GOODS TO CERTIFY THEIR QUALITY, AND (iii) THE GOODS ARE NOT MATERIALLY DIFFERENT IN ANY MANNER FROM GOODS EXPRESSLY AUTHORIZED BY BIG LOTS PREVIOUSLY.

### 2. ADDITIONAL USE RESTRICTIONS & GUIDELINES.

(a) The Trademarks may be used only to create and affix price labels that identify Big Lots as the source of Big Lots goods, as specifically provided in Subsection 1(a) above.

(b) Sublicensee may use the Trademarks consistent with the sublicense so long as such use complies with this Agreement, including:

(i) Sublicensee shall only use the Trademarks on goods sold or provided directly to Big Lots and not in any other manner;

(ii) The Trademarks must appear exactly as provided by Big Lots' direction and not in any other manner;

(iii) The Trademarks shall not be altered in any way, including but not limited to, skewing, changing the color, rotating, separating logo elements or changing a typeface;

(iv) Sublicensee may reproduce the Trademarks only as expressly permitted by this Agreement;

(v) Sublicensee may not display the Trademarks in any manner that implies affiliation with, sponsorship, or endorsement by any person, company or organization other than Big Lots;

(vii) Sublicensee may not display the Trademarks in any manner that disparages Big Lots or its goods and services, infringes Big Lots' intellectual property, or violates any state, federal, or international laws; and

(vii) Sublicensee shall adhere to all quality control standards imposed by Big Lots.

(c) Protecting the Trademarks. Sublicensee acknowledges Big Lots' rights in and/or ownership of (and/or its affiliated companies' rights in and/or ownership of) the Trademarks. Sublicensee shall not use the Trademarks in a manner that does derogates from Big Lots' and its affiliated companies' rights in the Trademarks and will take no action that will interfere with or diminish Big Lots' and its affiliated companies' rights in the Trademarks. All uses of the Trademarks by Sublicensee will inure to the benefit of Big Lots and its affiliated companies. Sublicensee will not use the Trademarks in any way as an endorsement or sponsorship by Big Lots of a third party or Sublicensee product, website, service, information or other content.

### 3. QUALITY STANDARD; INSPECTION AND APPROVAL.

(a) Standard. Sublicensee agrees to maintain the quality of Sublicensee's use of the Trademarks that meets or exceeds industry standards.

(b) Inspection. Upon reasonable request from Big Lots, Sublicensee shall notify Big Lots of all of Sublicensee's use of the Trademarks and furnish Big Lots with suitable specimens of Sublicensee's use of the Trademarks. Big Lots may review Sublicensee's use of the Trademarks periodically to evaluate Sublicensee's compliance with the quality standards provided by Big Lots and as described in this Agreement. Sublicensee shall immediately remedy any deficiencies in its use of the Trademarks, upon discovery of the same or upon notice from Big Lots and destroy all goods and packaging bearing the Trademarks in contradiction to this Agreement.

(c) Sublicensee's Liability. Sublicensee shall fully indemnify, defend (at Big Lots' option) and hold harmless Big Lots from and against any claims relating to Sublicensee's (or any acting on behalf of or at the request of Sublicensee) use of the Trademarks that does not comply with this Agreement or any state, federal or international law or regulation.

4. LIMITATION OF LIABILITY. BIG LOTS MAKES NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE TRADEMARKS OR THE RELATED GOODS. IN NO EVENT SHALL BIG LOTS OR ITS AFFILILATES BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, OR SPECIAL DAMAGES (INCLUDING LOSS OF BUSINESS PROFITS) ARISING FROM OR RELATED TO SUBLICENSEE'S USE OF THE TRADEMARKS, EVEN IF BIG LOTS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN ALL CASES, BIG LOTS' AND ITS AFFILIATES' AGGREGATE LIABILITY SHALL BE LIMITED TO DIRECT DAMAGES NOT TO EXCEED US\$1,000.00.

5. TERM AND TERMINATION. The date of acceptance of this Agreement by Sublicensee shall be the Effective Date of this Agreement. The term of this Agreement shall be for a period of one (1) month from the Effective Date and will automatically renew for successive one (1) month terms until either party gives the other party thirty (30) days prior written notice of termination. Big Lots shall have the right to immediately terminate this Agreement with cause if it determines, in its sole discretion, that Sublicensee is not using the Trademarks in compliance with this Agreement. Any violation of this Agreement by Sublicensee or other misuse of the Trademarks or Big Lots' (or its affiliated companies') other intellectual property rights shall automatically and immediately terminate this Agreement, sublicensee shall cease and desist from all use of the Trademarks and shall immediately destroy all goods and packaging bearing the Trademarks. UNDER NO CIRCUMSTANCES, INCLUDING FOLLOWING ANY ACTUAL OR ALLEGED BREACH OF ANY CONTRACT BY BIG LOTS, SHALL SUBLICENSEE SELL OR OTHERWISE TRANSFER TO ANY PERSON OR ENTITY OTHER THAN BIG LOTS (OR AN AFFILIATE OF BIG LOTS) ANY GOOD OR PACKAGING BEARING ONE OR MORE OF THE TRADEMARKS OR ANY OTHER INTELLECTUAL PROPERTY OF BIG LOTS' OR ITS AFFILIATES WITHOUT BIG LOTS' EXPRESS PRIOR WRITTEN CONSENT, WHICH CONSENT MAY BE WITHHELD IN BIG LOTS' SOLE DISCRETION.

6. NOTICES. All notices under this Agreement shall be in writing and shall be deemed given if sent by:

(a) confirmed facsimile to Sublicensee at the facsimile number set forth below,

(b) overnight courier, with confirmation of receipt, to Big Lots Stores, Inc., at 4900 East Dublin Granville Road, Columbus, Ohio, USA 43081, Attention: Package Design Department, with a copy to Big Lots' General Counsel at the same address.

7. MISCELLANEOUS. The parties agree that, in lieu of any royalty for use of the Trademarks, Sublicensee will factor the value of its use of the Trademarks in connection with this Agreement into the purchase price of the related goods being charged to Big Lots. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof and shall not be amended except by a written agreement subsequent to the Effective Date and signed by an authorized representative of Sublicensee and an officer of Big Lots. This Agreement shall not modify any purchase order placed by Big Lots or its affiliates to Sublicensee, but the terms of this Agreement shall prevail in the event, and only to the extent, that they conflict with the express terms of a Big Lots purchase order. This Agreement shall be governed by and construed in accordance with the laws of the State of Ohio, USA. Sublicensee hereby consents to the exclusive jurisdiction and venue in the state and federal courts sitting in Franklin County, Ohio, USA, and waives all objections to lack of personal jurisdiction and an inconvenient forum. If either party employs attorneys to enforce any rights arising out of or related to this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, and other expenses. No waiver of any breach of any provision of this Agreement shall constitute a waiver of any prior, concurrent or subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing and signed by an authorized representative of the waiving party. If any provision of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions shall remain in full force and effect. This Agreement shall not be construed as creating a partnership, joint venture or agency relationship or as granting a franchise. This Agreement is made in Columbus, Ohio, USA, as of the date written below by an authorized representative of the Sublicensee authorized to execute contracts of this nature on behalf of his/her company.

### AGREED AND ACCEPTED:

By:	Effective Date:
Title:	Address:
Company:	
	Facsimile: