**Terms of Use**

**Thanks for Visiting the Bed Bath & Beyond Web Site**

The www.bedbathandbeyond.com web site (the **"Site"**) is owned, operated and maintained by Bed Bath & Beyond Inc., the parent company to the group of subsidiaries that operate retail store chains under the names Bed Bath & Beyond, Harmon and Harmon Face Values, and buybuy BABY. We refer to Bed Bath & Beyond Inc., as, the "Company" while we refer to the Bed Bath & Beyond, Harmon and Harmon Face Values, buybuy BABY, and Decorist brands collectively as, the **"Brands"**. We refer to the Company and the Brands together as **"Bed Bath & Beyond" "we" "us"** or **"our"**. We hope you enjoy using the Site. Because of the unique and exciting nature of the Internet and our desire to provide you with a great experience, we need to point out to you some legal rules of the road as they apply to your visit here and use of our Site. We hope all of this is clear, but if you have any questions after reading this, please feel free to contact us at [Termsofuse@bedbath.com](mailto:Termsofuse@bedbath.com). In addition to the lower case words "we" "us" and "our" defined above, you will notice that we capitalize certain words in these terms and conditions even though the rules of grammar do not require that they be capitalized. We do this because these words have specific meanings in these terms and conditions. These specific meaning are found where the capitalized words are placed in bold text inside parentheses and quotation marks.

**Agreement with Our Terms and Conditions**

By using this Site, you agree to accept these terms and conditions, so please be sure to read them carefully. If you do not agree with our terms and conditions, please do not use our Site. We reserve the right, at our discretion, to change, modify, add, or remove portions of these terms and conditions at any time. Please check this page periodically for changes.

PLEASE BE ADVISED THAT TO THE EXTENT THAT BED BATH & BEYOND PROVIDES ANY CONTENT FROM THIRD PARTIES (INCLUDING, BUT NOT LIMITED TO, RECIPES AND ADVICE), SUCH CONTENT IS PROVIDED FOR INFORMATIONAL PURPOSES ONLY AND BED BATH & BEYOND CANNOT AND DOES NOT INVESTIGATE THE LEGITIMACY, VALIDITY, ACCURACY AND LEGALITY OF THE ITEMS LISTED.

Bed Bath & Beyond reserves the right to limit quantities on any order.

**User Information**

In the course of using the Site, you may provide or we may collect information about you. We are committed to protecting the privacy of our customers' information and explain our policies with respect to the use and disclosure of such information in our [Privacy Policy](https://www.bedbathandbeyond.com/store/static/PrivacyPolicy) incorporated into these Terms and Conditions.

You can create a user account on the Site that allows you to access and use certain of its functions and features. You acknowledge and agree that the user identification chosen by you for access and utilization of the Site ("Username"), and the password selected by and used by you in conjunction with the respective Username are to be kept secure, secret and confidential ("Password"). We are authorized to accept such Username and Password as conclusive evidence that you have accessed or utilized the Site.

**Accessibility**

We are committed to making the Bed Bath & Beyond shopping experience available to all our customers, including those with disabilities, and have designed this Site with accessibility in mind. You can help. If you notice any content, feature or functionality of the Site that you believe is not accessible to people with disabilities, please email us at customer.service@bedbath.com with the words "Disabled Access" in the subject line and provide a description of the specific feature you feel is not accessible or a suggestion for improvement. We can't promise that we'll make the changes you suggest, but we can assure you that we take your input seriously and will consider it as we evaluate ways to accommodate all of our customers and our overall accessibility policies.

**Restrictions on the Use of the Materials in Our Web Site**

The Site and all of its content (subject to the section below entitled "Materials Submitted to Us" and "Wedding & Gift Registry; User Generated Content") are copyrighted materials, protected by U.S. and international copyright laws. The compilation of content on our Site is the exclusive property of Bed Bath & Beyond Inc. and its subsidiaries and may not be used for any purpose other than browsing, shopping, and using the services and information provided for your own private use. Additionally, the names and logos of Bed Bath & Beyond Inc. and its subsidiaries, some of which are listed below, are trademarks and/or service marks of Liberty Procurement Co. Inc.

The following trademarks and service marks and the designs associated with the marks and logos are registered with the U.S. Patent and Trademark Office and in some cases also registered in other countries: Bed Bath & Beyond®; 1001 Best Gifts & Beyond®; 1-800-GO BEYOND®; Above & Beyond®; Arctic Gear®; Bayport®; Bedding & Beyond®; Beyond Any App of its Kind®; Beyond Any Registry of its Kind®; Beyond Any Site of its Kind®; Beyond Any Store of its Kind®; Beyond®; Beyond Value!®; Boxer Fit®; Bridal Toolkit®; Café Beyond®; Campus & Beyond®; Dream Zone®; Equip Your Space®; Grade My Space®; Insola®; Just Grillin'®; My Perfect Kitchen®; Pack & Hold®; Pure Beech®; Rock Your Registry®; Service & Beyond®; Sheets Made Easy®; Studio 3B®; Tavola®; The Beyond Store®; The Seasons Collection®; Thermal Tec®; Wamsutta®.

Ampersand™; Anthology™; Artisanal Kitchen Supply™; Beyonderful™; Blink™; Bridge Street™; Dailyware™; Destination Summer™; Flave™; Fulton St.™; Happily Registered™; Haven™; Holiday Happy™; Latitude 40° N™; Light Up The Season™; Olivia & Oliver™; .Org Well Organized™; Paws Life™; Salt™; Smart. Affordable. Life Tools™; The Refined Closet™; and other Bed Bath & Beyond graphics, logos, and service names are also trademarks and service marks of Liberty Procurement Co. Inc. or Bed Bath & Beyond Inc.

These trademarks and service marks may not be used by any party other than Liberty Procurement Co. Inc. and Bed Bath & Beyond Inc. without express written consent.

Also, to the extent that we include certain trademarks owned by other parties in our Site, these trademarks are property of their respective owners.

You agree not to copy, reproduce, or modify any portion of the Site. This restriction includes copying, reproducing, or modifying any names, trademarks and logos which Bed Bath & Beyond owns or has the right to use.

Material can be downloaded onto one computer for personal, non-commercial use only, provided copyright, trademark, or other proprietary notices are not changed or deleted. Any modification of the materials on our Site or use of them for any other purpose will violate our intellectual property rights (and probably the intellectual property rights of some other parties).

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Be aware that sometimes we provide access from our Site to other web sites that are not under our control. We don't endorse or approve any products or information offered at sites you reach through our Site. These links may include the use of so-called "share links" or similar feature. A "share link" feature is a button and/or text link appearing on our Site that enables the launch of a sharing mechanism whereby you can post links to, and content from, the Site onto social networking web sites such as Facebook. Please be aware that the terms of use of such other web sites govern your use of those sites, including your use of share links or other posting of our content on those web sites. As a result, you are fully responsible for your own use of such web sites including your use of share links to link our site and/or post its content.

**Materials Submitted to Us**

We welcome any comments you may have regarding Bed Bath & Beyond's stores, Site, merchandise, and services. Except for content submitted by you through our Wedding & Gift Registry or as User Generated Content, which are discussed in more detail below, by submitting, posting or displaying any comments, remarks, suggestions, reviews, ideas, graphics, or other information ("Submission") to us through our Site, you are automatically granting, and hereby do grant to Bed Bath & Beyond, a perpetual, worldwide, non-exclusive fully paid-up, fully transferable license to use (including copy, display, perform, publish, modify, adapt and translate) such Submission in all forms and media (the "License"), even if this agreement is later terminated. This means our right to possess, use and display the Submission anywhere and through any means will never expire, that we will never owe you any money for it, that we may allow others to use or possess the Submission, and we do not have to treat any such Submission (including, but not limited to, product or advertising ideas) as confidential. However, you will retain ownership of the Submission.

Additionally, you acknowledge that you have full responsibility for any such Submission you make, including its legality, reliability, appropriateness, originality, and copyright. Bed Bath & Beyond takes no responsibility and assumes no liability for any Submissions you make.

**Wedding & Gift Registry; User Generated Content**

We offer special wedding and wedding-planning features through the Wedding & Gift Registry portions of the Site (the "Registry Features"). The Registry Features allow you to submit, post and/or publish materials on or through the Site including text, photos, videos and graphics ("Registry Content").

In addition, We may from time to time request your permission to use photos or other information posted on social media channels ("User Generated Content", or "UGC" for short). Registry Content and UGC are collectively referred to as "Content".

The Registry Features Registry Content and UGC are governed by these terms and conditions and also by this section. Please read this section carefully as some of its language is necessarily dense and legalistic. We will try to explain these portions in plain-English as best we can.

The Registry Features, Registry Content, including your Personal Wedding Site, and UGC are accessible by the public. IT IS IMPORTANT TO REMEMBER THAT REGISTRY CONTENT, UGC, AND OTHER MATERIALS SUBMITTED BY YOU MAY BE RECORDED AND STORED IN MULTIPLE PLACES, BOTH ON OUR SITE AND ELSEWHERE ON THE INTERNET AND ARE LIKELY TO BE ACCESSIBLE FOR A LONG TIME. You have no control over who will eventually see such materials. Be careful and selective about the personal information that you disclose about yourself and others and do not disclose sensitive, proprietary or confidential information. You agree that any Registry Content or UGC you submit or post onto the Site shall not be treated as confidential and Bed Bath & Beyond shall have no obligation or duty to keep such Content confidential.

* **Content Ownership** As between you and Bed Bath & Beyond, you are and will remain the owner of the Registry Content and UGC, and you represent, warrant and covenant to us that you own all right, title and interest, including copyright, in and to the Registry Content and UGC you submit or post to the Site and such Registry Content or UGC is truthful and accurate and shall not breach, infringe, contravene, detrimentally affect any other party's rights whatsoever, including intellectual property rights and that no other party has any rights to it including so-called "moral rights." In other words, you promise that no other company or person will claim that you stole or are inappropriately using the Content.
* **Our Right to Use the Content.** Although, as we explain above, you retain ownership of the Registry Content and UGC, by submitting, posting or displaying Registry Content or UGC you are automatically granting, and hereby do grant to Bed Bath & Beyond, a perpetual, worldwide, non-exclusive, fully paid-up, fully transferable license to use (including copy, display, perform, publish, modify, adapt and translate) such Registry Content or UGC in all forms and media (the "License"). This means that our right to possess, use and display the Content anywhere and through any means will never expire, that we will never owe you any money for it and that we may allow others to use or possess the Content. If you remove the Registry Content from the Registry Features, however, we will try to ensure that it no longer appears on the Site and is removed from our internal systems and no longer used. We will also do our best to make sure any company or person that we might give the Registry Content or UGC to follows the same rules and procedures we do.
* **Right to Monitor and Editorial Control.** You acknowledge and agree that Bed Bath & Beyond does not and cannot review all Content submitted or posted to the Site and that you and/or others who post Registry Content or UGC are responsible for such content. Notwithstanding the foregoing, Bed Bath & Beyond reserves the right, but does not have an obligation, to monitor and/or review all materials posted to the Site or through the Site's services or features by users. We reserve the right at all times to disclose any information as necessary to satisfy any law, regulation or government request, or to edit, refuse to post or to remove any information or materials, in whole or in part, that in our sole discretion are objectionable or in violation of these Terms and Conditions, Bed Bath & Beyond's policies or applicable law. We may also impose limits on certain Registry Features or restrict your access to part or all of the Registry Features without notice or penalty if we believe you are in breach of the guidelines set forth in this paragraph, these Terms and Conditions or applicable law, or for any other reason without notice or liability.
* **Copyright Agent; Repeat Infringers.** The Digital Millennium Copyright Act of 1998 (the "DMCA") provides recourse for copyright owners who believe that material appearing on the Internet infringes upon their rights under US copyright law. If you believe that materials we host on or through the Registry Features infringe upon your copyright rights, you may request that the material be removed, or that access to it be blocked. If you believe that a notice of copyright infringement has been wrongly filed against you, the DMCA permits you to send us a counter-notice. Notices and counter-notices must meet statutory requirements imposed by the DMCA. We suggest that you consult your legal advisor before filing a notice or counter-notice. Bed Bath & Beyond maintains a policy that provides for the termination in appropriate circumstances of Site use privileges of users who are repeat infringers of intellectual property rights. Please be aware that there can be substantial penalties for false claims. Notices and counter-notices for the Site should be sent to:

| **Via electronic mail at:** | **Via regular mail at:** | **With a copy to:** |
| --- | --- | --- |
| copyright.agent@bedbath.com | * Bed Bath & Beyond Inc. * Attn: Vice President of E-Services * 650 Liberty Avenue * Union, New Jersey 07083 | * Bed Bath & Beyond Inc. * Attn: General Counsel * 650 Liberty Avenue * Union, New Jersey 07083 |

**Prohibited Conduct**

Any conduct by you that in Bed Bath & Beyond's sole discretion restricts or inhibits any other user from using or enjoying our Site will not be permitted. You agree to use our Site only for lawful purposes. You are prohibited from posting on or transmitting through the Site any unlawful, harmful, threatening, abusive, harassing, defamatory, vulgar, obscene, sexually explicit, discriminatory or otherwise objectionable material of any kind, including but not limited to any material that encourages conduct that would constitute a criminal offense, give rise to civil liability, or otherwise violate any applicable local, state, national or international law. In addition, you shall not post any materials that (i) violate, plagiarize or infringe the rights of third parties including, without limitation, copyright, trademark, trade secret, confidentiality, contract, patent, rights of privacy or publicity or any other proprietary right, (ii) contain a virus, spyware, or other harmful component, (iii) contain embedded links, advertising, chain letters or pyramid schemes of any kind, or (iv) constitute or contain false or misleading indications of origin, endorsement or statements of fact. You further agree not to impersonate any other person or entity, whether actual or fictitious, including anyone from the Site, the Registry Features or Bed Bath & Beyond. You alone are responsible for the content and consequences of any of your activities. You are solely responsible and liable for the Registry Content, UGC, or other information you submit or post, or that is submitted or posted under your Username and Password.

**Gift Cards**

We offer gift cards for use in our stores or on the Site. Our provision, and your use, of such gift cards is governed by the gift card [terms and conditions](https://www.bedbathandbeyond.com/store/static/GiftCardPolicy), which are hereby incorporated into these terms and conditions by this reference.

**Treatment of Sales Tax**

We are required by law in New Jersey and other states to charge applicable sales tax on products shipped to those jurisdictions.

We currently have stores in each and every state in the United States and in the District of Columbia and Puerto Rico. In certain states, including New Jersey, we are also required to charge tax on shipping charges. We do not collect sales tax on gift cards, as the appropriate sales tax will be charged on the purchase when the gift card is redeemed.

Sales shipped to Texas locations are made by BBBYTF LLC and based on the location where the order was received. Orders shipped to California locations are made by BBBYCF LLC and are F.O.B. destination point, which means title passes in California.

**Disclaimer and Limitation of Liability**

What follows applies only to your use of our Site and does not affect any rights you have under the Uniform Commercial Code, applicable laws addressing products liability or rights you have pursuant to our return policy at bedbathandbeyond.com. If for any reason you are not satisfied with a purchase that you make from our Site, please return it. Instructions on how to do so will be included with your order. The following, though, is important information about your use of this Site.

THE SITE CONTENT IS PROVIDED ON AN "AS IS" "AS AVAILABLE" BASIS AND WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, AS TO THE OPERATION OF THE SITE, THE INFORMATION, CONTENT OR MATERIALS INCLUDED ON THIS SITE. BED BATH & BEYOND DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES WITH RESPECT TO THIS SITE OR ITS CONTENTS.

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**Jurisdiction**

Unless otherwise specified, the materials in our Site are presented to provide information about Bed Bath & Beyond, its products offered for sale and to provide related services and information to visitors.

Bed Bath & Beyond Inc. is a New York corporation, with its corporate headquarters located in Union, New Jersey, in the United States of America. We in no way imply that the materials on our Site are appropriate or available for use outside of the United States. If you use our Site from locations outside of the United States, you are responsible for compliance with any applicable local laws. In addition, you may not use or export the materials in violation of U.S. export laws and regulations.

**Additional Points about the Terms and Conditions of this User Agreement**

These terms and conditions and the agreement they create, shall be governed by and interpreted according to the laws of the State of New York (without applying the State's conflict-of-law principles). Bed Bath & Beyond reserves the right to bring any civil action in New York, arising from your violation of the terms and conditions of this Agreement.

Bed Bath & Beyond may modify these terms and conditions, and the agreement they create, at any time, simply by updating this posting and without notice to you. This is the entire agreement regarding all the matters that have been discussed in the preceding paragraphs.

Sales that are not made by other Bed Bath & Beyond affiliates are made by Bed Bath & Beyond Inc., Bed Bath & Beyond of California Limited Liability Company or Buy Buy Baby Inc.

**Texting Terms and Conditions**

By providing your mobile number and clicking "I CONSENT", you consent to receive mobile text alerts regarding exclusive offers and promotions from Bed Bath & Beyond Inc. You may receive recurring Bed Bath & Beyond Inc. text messages and site abandonment reminder messages (including shopping cart reminders). (PLEASE NOTE: This has changed from 8 text messages or 5 text messages per month, which may still appear in some of our advertising.)  
  
You understand that you do not have to sign up for this program in order to make any purchases, and your consent above is not a condition of purchase.  
  
By signing up, you are confirming you are over the age of 13.  
  
You understand that we will send mobile text messages using automated technology.  
  
Standard message and data rates may apply. Send **STOP** to 52170 to cancel. Text **HELP** to 52170 for help. For more information, contact us at Termsofuse@bedbath.com or call 1-800-462-3966.

Bed Bath & Beyond is committed to protecting your privacy; you can access our Privacy Policy [here](https://www.bedbathandbeyond.com/store/static/PrivacyPolicy).