

FAS REWARDS® TERMS OF USE UPDATED EFFECTIVE MAY 5, 2022

Please see Section (7) below for important updates to the earning, redemption, and expiration of fas REWARDS points and awards.

Welcome to the fas REWARDS® program, owned and operated by GPM Investments, LLC on behalf of itself and its subsidiaries, related and affiliated companies (“GPM Investments”). The fas REWARDS program terms and conditions form the legally binding agreement (the “Agreement”) between you (“You”) and GPM Investments. This Agreement includes any use you make of the fas REWARDS website at www.fasrewards.com (the “Website”) and the fas REWARDS App (whether on iOS, Android, or any other platform on which such app may become available in the future, the “Application”). PLEASE READ THIS AGREEMENT CAREFULLY AS YOUR USE OF THE FAS REWARDS PROGRAM, THE WEBSITE, AND THE APPLICATION CONSTITUTES ACCEPTANCE OF THIS AGREEMENT AS IT MAY BE AMENDED FROM TIME TO TIME. If you do not agree to this Agreement, you may not access or use the Website or Application or participate in the fas REWARDS program. Additional terms may apply to your use of the Application, based on the operating system applicable to such Application.

All benefits that are offered in the fas REWARDS Program are conditioned upon your compliance with this Agreement. Similarly, the terms of the fas REWARDS® Privacy Policy are part of this Agreement. This Agreement is subject to change at any time. Unless otherwise stated, the current Agreement in effect at the time you earn rewards, request for a benefit, or other transaction will govern that transaction.

(1) Agreement to Terms. YOU AGREE TO READ THIS AGREEMENT CAREFULLY BEFORE USING THE fas REWARDS program. If you do not agree to the terms and conditions contained in this Agreement, you may not participate in the fas REWARDS program. Use of the fas REWARDS program signifies your agreement to the terms and conditions of use set forth herein.

(2) Modification of Agreement. GPM Investments reserves the right, at its sole discretion, to change, modify, add or remove any portion of this Agreement, in whole or in part, at any time. Notification of changes in the Agreement will be posted on www.fasrewards.com or at participating fas REWARDS locations. Use of the fas REWARDS program, the Website or the Application after such notice will be considered your agreement to be bound by any such changes. Please check back frequently for program updates or rule changes.

(3) Trademark Protection and Use of Company Information. Components of the fas REWARDS program, including the Website and Application, are protected by trademark, copyright and other laws governing intellectual property. You may not use company names, logos and trademarks in any manner without the prior written consent of GPM Investments. You should assume, unless specifically noted, that everything you see on the Website and Application, and any files or programming related to the Website, Application and the fas REWARDS program, are protected by such rights owned exclusively by GPM Investments. You may not copy, distribute, publicly display, modify, transmit, reuse, repost, or use for public or commercial purposes, any of the contents of the website without the express written permission of GPM Investments, obtained in advance of such use. Permission requests should be sent to: fasrewards@gpminvestments.com.

(4) Minimum Age Requirement. Anyone may participate in fas REWARDS program, but you must be at least 13 years old or older to use the Website or Application and at least 18 years old or older to participate in any contests or promotions (19 in Nebraska).

(5) Company's Rights in the fas REWARDS Program. GPM Investments and participating fas REWARDS locations, may change, suspend or discontinue any aspect of the fas REWARDS program at any time, including but not limited to rewards and point accrual/redemption methods. GPM Investments may also impose limits on certain features and services or restrict your access to parts or all of the fas REWARDS program or the Website or Mobile Application without notice or liability. GPM Investments reserves the right, in its sole discretion, to refuse service, cancel membership, suspend or terminate an account.

(6) Indemnification for Your Breach of Agreement. You hereby agree to indemnify, defend and hold GPM Investments, and all its officers, directors, managers, owners, agents, employees, information providers, licensors and licensees (collectively, the "Indemnified Parties"), and participating locations harmless from and against any and all liabilities and costs incurred by the Indemnified Parties in connection with any claim arising out of any breach by You of the Agreement or the foregoing representations, warranties and covenants, including, without limitation, attorneys fees and costs. You shall cooperate as fully as reasonably required in the defense of any claim. GPM Investments reserves the right, at its own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by You and You shall not in any event settle any matter without the written consent of GPM Investments.

(7) Earning Points; Account Deletion and Point Expiration –

You can pick up a fas REWARDS card for free at any participating location and earn points for most purchases you make, regardless of what method of payment you use. You will earn five (5) points for every gallon of fuel purchased and ten (10) points for each dollar spent on merchandise, except as stated below and where prohibited by applicable law or regulation. Points issued for purchases are rounded under the following conventions: (a) less than \$0.50 or less than 0.50 gallons are rounded down; (b) more than \$0.50 or more than 0.50 gallons are rounded up; and (c) purchases with the cents component ending in exactly \$0.50 or the gallon component ending in exactly 0.50 gallons are rounded to the nearest **even number** dollar amount. By way of example:

- \$1.49 in purchases rounds to \$1.00, which earns 10 points
- \$1.50 in purchases rounds to \$2.00 (the nearest even dollar), which earns 20 points
- \$1.51 in purchases rounds to \$2.00, which earns 20 points
- \$2.49 in purchases rounds to \$2.00, which earns 20 points
- \$2.50 in purchases rounds to \$2.00 (the nearest even dollar), which earns 20 points
- \$2.51 in purchases rounds to \$3.00, which earns 30 points

To earn points, swipe your card when prompted (or use our virtual fas REWARDS card on your phone) anytime you make a purchase in the store or out at the pump at a participating fas REWARDS location. Except as prohibited by applicable law or regulation, Points can be redeemed for fuel and merchandise at participating fas REWARDS locations. When you have earned 250 fas REWARDS points, the fas REWARDS points automatically convert to an award that can be redeemed either as a fuel reward in certain states (\$.05 off a gallon of fuel up to 20 gallons) or as \$1.00 in fas BUCKS to be used on store merchandise at participating

fas REWARDS locations, subject to the expiration terms below. There is not a minimum or maximum number of fas BUCKS that an enrolled member can obtain so long as they are used within a 90 day period. The maximum number of fuel cents off award that can be stacked is \$1.00 per gallon, up to 20 gallons, except where prohibited by law. Except as required by law, points otherwise have no cash value and cannot be redeemed for cash. Fuel rewards are not valid with any other fuel offers, including fuel offers associated with a particular fuel brand.

Certain items are not eligible to earn points. In addition to any items for which points may not be earned under applicable law, points cannot be earned for purchases of money orders, money transfers, gift cards, stored value cards and any other similar cards provided by Incomm, lottery purchases and payouts, and cigarette purchases, except, in each case, in the case of specially announced limited time promotions. In addition, you cannot earn points on alcohol in the following states and elsewhere where prohibited by applicable law or regulation: LA, MD, MO, OH, OK, PA, TN, & TX. You cannot redeem points on alcohol in the following states and elsewhere where prohibited by applicable law or regulation: AK, DE, IL, IN, KY, LA, MD, MI, MO, NC, OH, OK, PA, SC, TN, & TX. You cannot redeem a fuel reward in CT and MO. The maximum discount using a fuel reward in LA is \$.10 per gallon.

GPM Investments may in its discretion push promotions and coupons (such as bonus points, a fuel discount, or a free or discounted coffee) to members from time to time. Such promotions and coupons may be pushed to all members or only members who meet certain criteria (e.g. only members with a certain zip code, only members who have purchased certain products, members who both purchased fuel at the pump and purchased merchandise inside on the same visit, etc.). Such promotions and coupons may expire after a limited time. Additionally, unless you opt-out when you register your fas REWARDS card or at any other time, GPM may send promotional text messages to your phone.

The fas PUNCH Club program enables you to get one free “Club” item (e.g., fountain soft drinks in the Fountain Club, coffee in the Coffee Club, bagged ice in the Bagged Ice Club, the blue plate food special in the Blue Plate Club, and certain breakfast biscuits in the Breakfast Biscuit Club) for purchasing a specified number of items for each Club—currently six purchases for the Blue Plate Club and Breakfast Biscuit Club and nine purchases for the Fountain Club, Coffee Club, and Bagged Ice Club, but subject to change—that you purchase when you present and scan your enrolled fas REWARDS card or use your fas REWARDS app at the time of purchase (each represented as punches for the applicable fas PUNCH Club). You cannot combine punches from different fas PUNCH Clubs. If you do not purchase a qualifying item for a particular Club within 6 months, then all items for that particular Club will expire. Not all Club items are available in all stores. Additionally, GPM Investments may run special Club promotions from time to time that may run for shorter or longer durations than 6 months.

Under the fas REWARDS expiration policy, fas REWARDS points will expire after 90-days. Any promotion for enrolled customers combining either \$.10 off per gallon of fuel where permitted by State Law or totaling \$5 in fas BUCKS for non-fuel reward states, will automatically expire after 14 days unless otherwise stated in the promotion materials. If you have not used your card for a 90-day period (looking back from the current date), your point balance will be cleared out. GPM Investments reserves the right to de-activate or close an account under the following circumstances:

- Fraudulent activity occurs;
- An account is being used without proper authorization, or inappropriately or unlawfully;
- A card is used five (5) or more times in a twenty-four (24) hour period;
- A member requests an account closure;
- A member is deceased; or
- A member does not respond to repeated communication attempts regarding the status of his/her account.

Points may not be traded, sold or otherwise transferred to others or their accounts. Unless otherwise required or prohibited by applicable law, points have no cash value and may not be redeemed for cash.

(8) Audit – GPM Investments reserves the right to audit members’ accounts at any time and without notice to ensure compliance with the fas REWARDS program rules and all other applicable participating fas REWARDS location rules and regulations.

In the event the audit reveals discrepancies or violations, GPM Investments may delay the processing of points issuance, points redemptions, and withhold statements until the discrepancies or violations are resolved. During an investigation, GPM Investments may inhibit the fas REWARDS account of a member. While the account is inhibited, the member may continue to accrue points in the account, but no point or award redemptions will be permitted. The fas REWARDS membership card must be surrendered to GPM Investments or any participating fas REWARDS location upon request.

(9) Conditions of Enrollment – The fas REWARDS program is open to any individual United States resident that is not prohibited from participation in rewards programs.

Although GPM Investments may partner with corporations and other entities in connection with the fas REWARDS program, corporations and/or entities cannot be enrolled as members.

Members must provide a fully verifiable full name and address to redeem points in the fas REWARDS program. Full name means the given name, middle initial or middle name, if any, and family or surname. The full address means the physical street, street number, apartment, unit, or box number if applicable, city, state, and proper zip code, or similar full address where you receive your mail. The full name and address must be the same as the name on your driver’s license, state issued I.D., passport or other valid document (i.e. Visa, Resident Alien Card, etc.), unless you receive your mail at a different address.

Only one person may be enrolled per fas REWARDS account unless accounts are officially linked by fas REWARDS customer support. Linked accounts have only one bank of value common to all such linked cards. Only authorized account holders can request the linking of accounts. Accounts may be linked so that multiple cards can earn rewards (known as child card(s)) but only one card (known as the parent card) can earn AND redeem rewards. Alternatively, accounts may be linked so that multiple cards can earn and redeem from the same rewards balance (known as marrying accounts).

(10) Protecting Your fas REWARDS Card

You are solely responsible for any actions that a person takes with your fas REWARDS card, including, without limitation any transactions in your account, and any violations of the fas REWARDS program rules. GPM Investments shall have no liability for losses resulting from unauthorized access to, or use of, your fas REWARDS card. You are responsible for notifying us either via the toll free number, 1-844-400-1035 or by email at fasrewards@gpminvestments.com immediately if your fas REWARDS card is stolen or lost.

(11) Customer Name and Address Notification – Each member shall be responsible for advising fas REWARDS of any change of name, email, telephone number or postal address on his or her account or other corrections.

Name Changes – The member’s signature and fas REWARDS membership number must be included in all written correspondence. Name change requests cannot be processed over the phone. A copy of supporting legal documentation (e.g., court order) must be submitted by fax/mail and will be required for any name change requests.

Phone: 1-844-400-1035

Mail:
fas REWARDS® Customer Service
8565 Magellan Parkway, Suite 400
Richmond, VA 23227

Address Change – fas REWARDS reserves the right to update the address for any member’s fas REWARDS account using the National Change of Address (NCOA) data filed by relocating postal customers, but shall have no obligation to do so. Using their fas REWARDS Personal Identification Number (PIN), members may update their account address information by visiting <https://fasrewards.com/member-update/>. You can also update your account address by submitting the information via fax, mail, or by phone using your PIN.

We reserve the right to refuse a request to change information if we believe the change would violate any law or legal requirement or cause the information to be incorrect.

(12) Your Use of Website and Application – Your access to and use of the Website and Application, including your account information, are at your risk. Under no circumstances, including but not limited to negligence, shall GPM Investments, its officers, directors, owners, employees, agents, and any other party involved in creating, producing, or delivering the

Website or Application and any content on the Website or Application be liable for any damages whatsoever (including, without limitation, any direct, incidental, consequential, indirect, or punitive damages) arising out of or related to your access to, use of, inability to access or use the website for any reason (e.g., failure of performance or operation, any interruption of service, computer virus), any unauthorized use or access to your account, or any damages to your equipment, programs, files or other property, even if such party has been advised of the possibility of such damages.

Occasionally, fas REWARDS may provide an external link from the Website or Application to a third-party affiliated with the fas REWARDS program. GPM Investments is not responsible for the contents of any on-site or off-site pages referenced through such links, nor is GPM Investments liable for any defamatory, offensive, or illegal conduct that may occur from or through such third-party link. Links to other websites do not necessarily constitute an endorsement of that site by GPM Investments.

Although the data found on the Website and Application, including your account information, has been produced and maintained in a manner we believe to be accurate and reliable, GPM INVESTMENTS MAKES NO WARRANTY, EITHER EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, COMPLETENESS, LEGALITY, RELIABILITY, OR USEFULNESS OR ANY INFORMATION YOU MAY ACCESS ON THE WEBSITE. GPM INVESTMENTS PROVIDES THIS INFORMATION ON AN "AS IS" BASIS AND GPM INVESTMENTS, ITS OFFICERS, DIRECTORS, OWNERS, EMPLOYEES, AND AGENTS ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS IN THE CONTENT OF THE WEBSITE OR APPLICATION. GPM Investments cannot and does not guarantee or warrant that files available for downloading from the internet or the Website or Application will be free of viruses or other destructive code. You are responsible for implementing sufficient procedures and checkpoints to satisfy your particular requirements for anti-virus protection and accuracy of data input and output, and for maintaining a means external to our site for any reconstruction of any lost data. GPM INVESTMENTS WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE CAUSED BY A DISTRIBUTED DENIAL-OF-SERVICE ATTACK, VIRUSES OR OTHER TECHNOLOGICALLY HARMFUL MATERIAL THAT MAY INFECT YOUR COMPUTER EQUIPMENT, COMPUTER PROGRAMS, DATA OR OTHER PROPRIETARY MATERIAL DUE TO YOUR USE OF THE SITE OR ANY SERVICES OBTAINED THROUGH THE WEBSITE OR APPLICATION OR TO YOUR DOWNLOADING OF ANY MATERIAL POSTED ON THE WEBSITE OR APPLICATION, OR ON ANY WEBSITE LINKED TO THE WEBSITE OR APPLICATION.

You may not attempt to gain unauthorized access to the Website, Application, or an account, computer system, or network connected to or related to the Website or Application, whether through "hacking," "password mining," or any other unauthorized or unlawful means.

(13) Account Errors – GPM Investments reserves the right to correct the balance of your account if we believe that a clerical, computing, accounting or other error has occurred. If you find any errors or omissions in your account information, you should report them to fas REWARDS Customer Service by calling 1-844-400-1035.

(14) Choice of Law, Limitation on Remedies, No Class Actions – Construction of this Agreement is governed by the laws of the Commonwealth of Virginia. The laws of the Commonwealth of Virginia shall apply to all uses of the fas REWARDS Program and the data found or contained on the associated website. Your use of the Program and the website means you must conform to all such laws. You irrevocably consent to the exclusive

jurisdiction of the state courts in Richmond, Virginia, United States of America and the federal courts in the United States District Court for the Eastern District of Virginia, Virginia, United States of America, for purposes of any legal action arising out of or related to this Agreement. YOU HEREBY WAIVE ANY RIGHT TO PURSUE CLAIMS ON A CLASS, CONSOLIDATED OR REPRESENTATIVE BASIS. In the event that GPM Investments or its affiliates or service providers are found liable to you, you shall only be entitled to recover actual and direct damages, and such damages shall not exceed the value of the last balance held in your fas REWARDS account, the amount paid by you to use the Website or Application (as applicable), or \$100, whichever is less. GPM Investments, its affiliates and service providers shall have no liability for any incidental, indirect or consequential damages (including without limitation loss of profit, revenue or use) arising out of or in any way connected with your or any other person's ownership, possession, use, attempted use, condition, loss or destruction of any fas REWARDS card or account or this Agreement, whether in contract, warranty, tort (including negligence, whether active, passive or imputed), product liability, strict liability or other theory, even if we or our authorized representatives have been advised of the possibility of such damages. The laws of certain states or other jurisdiction may not allow limitations on implied warranties, or the exclusion or limitation of certain damages. If these laws apply, some or all of the above disclaimers, exclusions or limitations may not apply to you, and you may have rights in addition to those contained in this agreement. In such jurisdiction, our liability is limited to the greatest extent permitted by applicable law.

(15) Copyright Complaints

GPM Investments strives to honor the copyright and intellectual property interests of others. If you believe that your copyright interests are being infringed by content on the Website or Application, you must notify us of your claim(s) in strict accordance with this Section 15.

The Digital Millennium Copyright Act of 1998 provides recourse for owners of copyrighted material that believe their rights have been violated. If you believe that your copyright interests have been violated, we recommend that you first contact an attorney. The information provided in this Agreement is provided for informational purposes only and should not be construed as legal advice.

If you believe that any information or content posted on this Site violates your copyright interests, you may notify GPM Investments by filing a notice with our designated agent, Maury Bricks. You may file the notice

By mail: Maury Bricks, GPM Investments, LLC, 8565 Magellan Parkway Ste 400, Richmond, Virginia 23227

By phone: 804.730.1568 ext. 1109

By email: mbricks@gpminvestments.com.

Your notice must include:

1. an electronic or physical signature of the person authorized to act on behalf of the owner of the copyright interest that was allegedly infringed

2. a description of the copyrighted work that you claim has been infringed, including the web page address of the location where the copyrighted work exists or a copy of the copyrighted work

3. a description or location of the material on this Site that you claim is infringing

4. information we can use to contact you, such as your address, telephone number, and, if available, an email address

5. a statement by you that you have a good faith belief that the use of the allegedly infringing material is without the authorization of the copyright owner, its agent, or the law; and a statement by you made under penalty of perjury,

6. that the above information in your Notice is accurate and that you are the copyright owner or authorized to act on the copyright owner's behalf.

Upon receipt of adequate notice as required above, GPM Investments will investigate your claim and act in accordance with applicable law.

(16) Prior Terms - This Agreement supersedes all prior versions of the fas REWARDS Terms of Use. For a copy of the Terms of Use applicable prior to this version, please see <https://fasrewards.com/historical-terms-and-conditions/>.