

KWIK TRIP, INC.**KWIK REWARDS Program Terms and Conditions**

KWIK REWARDS PROGRAM: The Kwik Rewards Program ("Program") is offered to Kwik Trip, Kwik Star, and Tobacco Outlet Plus Grocery customers at the sole discretion of Kwik Trip, Inc. and is open only to individuals who are thirteen (13) years of age and older and have enrolled in the Program with a valid email address. The Kwik Rewards program is not targeted toward, or intended for use by anyone under age 13. If you are between the age of 13 and 17, you may only join the program with the permission of a parent or legal guardian. Your Kwik Rewards account ("Account") is issued by Kwik Trip, Inc. (herein after "we," "our" or "us") located in La Crosse, Wisconsin. The terms and conditions set forth herein govern the Program ("Program Rules"). In these Program Rules, "you" or "your" means all persons responsible for complying with these Program Rules, including natural persons, companies, and other business entities, whether or not incorporated, or the person or party who applied for the Account, or any person you authorize to use your Account. Upon enrollment, you will be issued a Kwik Rewards ID number that is linked to your Account. You may only have one (1) Account linked to your name/business. Your membership in the Program will be renewed automatically each year on January 1st as long as your Account is open, or until we notify you of the Program's cancellation. The Program is not subject to an annual program fee.

PARTICIPATION: By enrolling in the Program as a member ("Member"), you will be able to collect visits, punches, and cents per gallon rewards ("Rewards") by, among other things, purchasing qualified products at Kwik Trip, Kwik Star, and Tobacco Outlet Plus Grocery locations. To enroll, you must meet the terms for participation established by us to obtain a Kwik Rewards card or authorized alternate identification number ("Alt ID"). You acknowledge that Kwik Trip may use the information you provide during Program enrollment as a way to communicate Program changes, reward coupons, special offers, and other benefits for Program members, promotions and sweepstakes. You may choose to opt-out of these communications by clicking "Unsubscribe" at the bottom of any e-mail.

YOUR ACCOUNT: Once your Kwik Rewards card ("Card") is activated at www.kwikrewards.com and you have provided us with a valid e-mail address and phone number, we will establish an Account in your name. We may refuse to grant to you, and you may not use, a username (or e-mail address) that is already being used by someone else, that may be construed as impersonating another person, that belongs to another person, that we determine may violate the intellectual property or other rights of any person, that is offensive in our sole determination, or that we reject for any other reason in our sole discretion. You agree to provide us with, and keep up-to-date, accurate, truthful and complete account information (including, but not limited to your e-mail address). You may only collect Rewards in one Account. Your Account is non-transferable and may not be sold, combined or otherwise shared with another person, except as provided in this paragraph. If you violate these terms and conditions, commit fraud or falsify information in connection with your use of the Program in our sole discretion, we may terminate your Account, and you will forfeit any pending current or future Rewards. You may elect to close your Account at any time by notifying Kwik Trip. Upon closure of your Account, any rights to redeem Rewards from that Account are lost.

EARNING REWARDS: You may earn Rewards in the Program in many ways, including but not limited to the following:

Visit Rewards: A visit may be earned after any qualifying purchase at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations in-store or at the fuel dispenser. Only one visit may be earned in any period of two consecutive hours. Additional purchases occurring within two hours of the last visit earned will not receive a visit. Visit accumulation will begin on the day you first use your Account; however you cannot redeem Visit Rewards until you register with the Program. Once you have earned 15 qualifying visits, you will earn one Visit Reward which can be redeemed for your selected Visit Reward. In some cases, your Visit Reward will automatically be awarded without purchase (Ex: Sweepstakes Entry).

Punch Card Rewards: Punch Card Rewards may be earned by purchasing qualified products at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations. Punch Card Reward accumulation will begin on the day you first use your Account; however you cannot redeem Punch Card Rewards until you register with the Program. Please refer to the mobile app or www.kwikrewards.com for a listing of current punch cards.

Fuel Discounts: Fuel Discounts may be earned by purchasing qualified products at any Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery locations. Fuel Discount accumulation will begin on the day you first use your Account; however you cannot redeem Fuel Discounts until you register with the Program.

Additional Rewards: Additional Rewards may be earned by participating in certain sweepstakes, contests, or promotions or by taking certain actions in each case as specified by us. You acknowledge that Kwik Trip may automatically enter you

in a sweepstakes if you elect to opt-in during enrollment. Please refer to the specific sweepstake terms and conditions for additional information. These can be found at www.kwiktrip.com/ContestRules.

On occasion, there may be promotional offers for the Program which provide the opportunity to accumulate additional Rewards as defined by the separate terms of that promotion, which shall be referred to as "Additional Rewards". Rewards and Additional Rewards are subject to the limitations defined below under "Rewards Redemption".

To earn Rewards, you must swipe or scan your Card once the transaction has been initiated, but before the transaction has been finalized. If you do not swipe or scan your card the transaction cannot be recorded. Kwik Rewards Members also have the option to enter their Alt ID in lieu of swiping or scanning their Card to earn Rewards. Rewards are issued for promotional purposes only. Rewards earned have no cash value. Rewards may not be assigned, sold, transferred, and/or pledged to any third party. You have no property rights or other legal interests in Rewards. Rewards from separately enrolled Accounts may not be combined into one Account. There is no maximum amount of Rewards that you can accumulate in the Program, subject to the expiration of Rewards. Rewards may only be earned in-store or at the fuel dispenser. You will not be able to earn Rewards for purchases made at car wash terminals.

We have the right to monitor all Account activity. If, in our sole discretion, we believe or suspect that you, or anyone using your Card or Account has engaged in any fraud, abuse or suspicious activity; failed to follow the Program Rules; or made any misrepresentations, we reserve the right to close or freeze your Account immediately, prohibit you from accruing and/or earning Rewards on your Account, and/or cause you to forfeit any Rewards not already redeemed. If your Rewards are cancelled or forfeited for any reason, we will not reinstate those Rewards to your Account. If your Account is closed for any reason, your membership in the Program will be terminated. We have the right to deactivate Accounts that have been inactive for 12 consecutive months. If we believe that you, or anyone using your Card or Account, has conducted any fraudulent activity, we reserve the right to take any necessary legal action and may have grounds to confiscate any Rewards redeemed as a result of such activity. In addition, you may be liable to us for monetary losses, including costs, and damages and reasonable attorneys' fees, and you will not be allowed to participate in the Program in the future.

If you have any questions about your Account balance, or if you believe that your Account has been the subject of any suspicious activity, please call (800) 305-6666.

REWARDS EXPIRATION:

Visit Rewards: Each Visit Reward expires 365 days after the date the Visit Reward was earned.

Fuel Discounts: Earned Fuel Discounts (including Fuel Discounts earned prior to registration, and any separately earned promotional Additional discounts) expire 30 days after the date the Fuel Discounts are earned. Fuel Discounts are valid for a single use only, up to 30 gallons. Any unused discounts are forfeited. If you pump less than 30 gallons in a single transaction when redeeming your discounts, you immediately forfeit the discounts on those remaining un-pumped gallons.

Additional Rewards: Additional Rewards may have shorter expiration terms, which will be defined by the separate terms of that promotion.

REWARDS REDEMPTION: Rewards earned will be available for use within twenty-four (24) hours after you register your account at www.kwikrewards.com. The availability for use and redemption of any Additional Rewards will be governed by the separate terms of that promotional offer. Rewards will be redeemed on a first-earned, first-redeemed basis. All Rewards redemptions are final and may not be cancelled. Fuel Discounts may be combined with various fuel discount promotions to discount fuel prices, however the dispenser will never decrease the price per gallon to zero and will always display at least \$0.01 per gallon.

KWIK REWARDS PLUS CREDIT CARD AND KWIK REWARDS PLUS DEBIT CARD. Except where prohibited by applicable law, if you are a holder of a Kwik Rewards Plus Credit Card or a Kwik Rewards Plus Debit Card account which is not in default, you will receive an instant pricing discount equal to three cents (\$0.03) per gallon on all fuel purchases paid by your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card and a discount of ten percent (10%) if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account was opened before 09/01/2017, or five percent (5%) if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account was opened on or after 09/01/2017, on certain in-store purchases made at a Kwik Trip, Kwik Star, or Tobacco Outlet Plus Grocery location. Such discount shall not apply to certain products which are subject to statutory minimum mark-up requirements or which are

otherwise prohibited by law from earning such rewards or other restricted items at our discretion. Restricted items include tobacco, alcohol (Beer, Wine, Liquor, Malt Beverages), lottery, lotto, money orders, gift cards, pre-pay cards, carwash cards, carwashes, and stamps. This list is not inclusive and can change at any time.

FUND RAISING DESIGNATION: If you are a holder of a Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account, you have an option to support your favorite charity, group or organization by designating that charity, group or organization to receive a donation check from us in lieu of your three cents (\$0.03) per gallon and in-store instant pricing discounts. By selecting this option, you will no longer receive these Rewards, and instead the amount of Rewards that you earn will be given to the group or charity of your choice. In addition, we will make an additional donation of 5% of your total in-store purchases, excluding certain items subject to statutory minimum mark-up requirements, or which are otherwise prohibited by law from earning such rewards, to this same charity, group or organization. Donations will be issued only if your Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card account is not in default at the time of the issuance of such donations. We shall issue the donation check to the designated charity, group or organization on a quarterly basis. Cardholders are still eligible for Punch Cards, Fuel Discounts, and Visit Rewards.

KWIK REWARDS PLUS CREDIT OR DEBIT CARDS: Account holders of Kwik Rewards Plus Credit or Kwik Rewards Plus Debit Cards are entitled to receive the same benefits as Kwik Rewards members plus additional rewards for using the Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card as payment. For more information and separate terms and conditions for the Kwik Rewards Plus Credit Card or Kwik Rewards Plus Debit Card, visit: <https://www.kwiktrip.com/privacy-terms>.

KWIK REWARDS FLEET: Kwik Rewards Fleet is an extension of the Kwik Rewards Program and designed for professional drivers. Cardholders must swipe their Kwik Rewards Fleet card at the pump or at the time of purchase to earn points per gallon of commercial Diesel, CNG, and Dispensed DEF. Earn 1 Point for every qualifying fuel gallon purchased and 1 Point per dollar spent in-store on most items. Cardholders can earn 2x or 4x the points depending on prior month gallon purchases. Kwik Rewards Fleet card must be registered in order to qualify for point multipliers. See example below:

| Kwik Rewards Fleet Status | Gallons Purchased in Prior Month | Points Per Gallon Earned in Current Month |
|----------------------------------|---|--|
| 4x | 1,400+ Gallons | 4 Points per gallon |
| 2x | 500 – 1,399 Gallons | 2 Points per gallon |
| 1x | 499 Gallons or less | 1 Point per gallon |

Each point is equal to one cent in-store and spends like cash. Redemption restrictions apply to certain products which are subject to statutory minimum mark-up requirements or which are otherwise prohibited by law from earning such rewards or other items at our discretion. Restricted items include fuel, tobacco, alcohol (Beer, Wine, Liquor, Malt Beverages), lottery, lotto, money orders, gift cards, pre-pay cards, pre-pay services, carwash cards, carwashes, and stamps. This list is not inclusive and can change at any time. Points and other benefits are not redeemable for cash or cash equivalents and are not transferable. Additionally, when you purchase a minimum of 50 gallons of qualifying fuel in a single transaction you will earn one free drink and one free shower reward. These rewards will be automatically loaded to your account. Drink rewards expire after 24 hours and are valid on fountain drinks up to 44 oz and regular Karuba Coffee up to 20 oz (Excluding Karuba Gold and Fresh Blend Beverages). Shower rewards expire after 14 days. Points earned expire after 365 days.

ADDITIONAL OBLIGATIONS: We are not responsible for any tax liability that you may have in connection with your Rewards or this Program. Any disputes concerning Rewards will not affect your payment obligations for your purchases. We are not responsible for any disputes among you or any authorized users relating to the Program. If you have any questions regarding the Program, please call us at (800) 305-6666.

PROGRAM RESTRICTIONS: We reserve the right to approve, deny or revoke participation in the Program to any individual for any reason whatsoever on an immediate basis and without prior notice. If we determine that you have registered more than one (1) Account to your name/business, we reserve the right to terminate all of your Accounts without further notice.

PRIVACY: Please refer to our Privacy Policy for information on how we use and collect information on our website, mobile app, and other means. This can be found at: <https://www.kwiktrip.com/privacy-terms>.

RIGHT TO CHANGE/MODIFY/CANCEL: We may cancel, modify, restrict, waive or terminate any of the Program Rules, including but not limited to the rules for earning and redeeming Rewards and the expiration policy for Rewards, at any time, with or without notice to you, even though these changes may affect your ability to use any Rewards you have already earned. Your continued participation in the Program constitutes your acceptance of any changes to the terms and conditions of the Program. You are responsible for remaining knowledgeable of any changes that we make to the Program and the Program Rules. The most current version of these Program Rules will be available on the website www.kwikrewards.com and will supersede all previous versions of these Program Rules.

TERMINATION: The Program has no predetermined termination date and may continue until such time as we decide to terminate the Program. We may terminate the program at any time in our sole discretion. If we terminate the Program, we will notify you via the email address you supplied at the time of registration. Upon termination of the Program, your ability to earn additional Rewards will terminate immediately, and you will have to use any available Rewards remaining in your Account prior to the expiration pursuant to the above-referenced expiration of Rewards. After that date, any remaining Rewards will be forfeited without compensation. We reserve the right to deactivate your account after 12 consecutive months of no account activity.

PROGRAM RESPONSIBILITY AND STATEMENT OF NON-RELIANCE: We make no guarantees, warranties or representations of any kind concerning the Program. By participating in the Program, you accept and agree to be bound by these Program Rules, and you release us and our affiliates and partners from liability regarding any earning, redemption and use of Rewards, including any rewards that, after receipt, may be lost, stolen or destroyed. You also expressly acknowledge and agree that you are not entitled to rely upon, and have not relied upon, any representation by us that is not expressly stated in these Program Rules.

PROGRAM VOID: The Program is void where prohibited by federal, state or local law. These Program Rules (as we may amend them from time to time) set forth all the terms of the Program. We have no other obligation with respect to the Program beyond those described in these Program Rules.