

MYREWARDS®

Terms and Conditions

Pilot Travel Centers LLC (d/b/a Pilot Flying J) and its subsidiaries (collectively “PFJ”) provide you this MyRewards® Program exclusively under the following Terms and Conditions and all applicable laws. PFJ reserves the right to modify or amend these Terms and Conditions at any time by posting updated Terms and Conditions at myrewards.pilotflyingj.com. By using your MyRewards® Card, you agree to these terms and conditions, as amended. You are responsible for monitoring any changes or modifications to these Terms and Conditions.

Program Overview

Pilot Flying J MyRewards® Loyalty Program is a program where Members can earn and obtain specific deals, discounts and sweepstakes based upon the type of card he or she possesses.

MyRewards® Cards are available at participating PFJ stores. A list of participating PFJ travel centers and restaurants can be found at www.pilotflyingj.com/locations (collectively “PFJ Locations”). All MyRewards® Cards must be activated and registered by (a) a PFJ Location employee at the cash register, (b) by the customer at the PFJ kiosk, (c) PFJ’s Mobile app or (c) online at www.myrewards.pilotflyingj.com before members can earn or obtain deals and discounts. Members must use a valid name, street address or P.O. Box, apartment number, city, state or province, ZIP or Postal Code, telephone number including area code, email and date of birth. Providing fictitious, incorrect or false information may result in termination of the Member’s account and forfeiture of all existing benefits of the MyRewards® program.

Each household is allowed only one account (“Household Account”). A Household Account is comprised of customers in the immediate family and can have more than one card but each card will be joined to the same account through the registration process, dependent on the customer’s phone number. Multiple cards under the same Household Account will be linked together and all cardholders will share the same rewards and account balances. Each account has a maximum of 5 cards that can be activated and joined to the same Household Account at one time. PFJ will not be liable or responsible for any use of MyRewards® benefits in connection with a Household Account by the different cardholders. Members assume the risk of any and all Household Accounts and activation of additional cards under the Household Account.

By participating in the MyRewards® Program, the Member agrees to abide by these Terms and Conditions, as amended from time to time, with or without notice. **The changes to the Terms and Conditions** may include **but are not limited to** changes in earning/using MyRewards® Points, participating locations, alterations or discontinuation of deals and discounts, continued availability of MyRewards® sweepstakes, requirements of participation, expiration dates, reduction in the value of MyReward Points or shower credits, **and/or** forfeiture of unused MyRewards® Points and benefits. PFJ reserves the right to change, limit, modify, decrease or cancel rewards and reward levels at any time with or without notice.

Each Member agrees to hold PFJ harmless and waive any damages or claims against PFJ which are associated with any change, limit, modifications, decrease or cancellation of rewards and reward levels. Each Member acknowledges and agrees that MyReward points have no cash value.

By registering in the MyRewards® Program, each Member hereby consents to PFJ's collection and use of each Member's information in connection with the MyRewards® Program. **EACH MEMBER ALSO CONSENTS TO PFJ'S ABILITY TO SHARE THE MEMBER'S INFORMATION WITH PFJ'S PARTNERS, VENDORS, SUPPLIERS AND AFFILIATES. If you do not wish to have your information shared, please visit <http://MyRewards.PilotFlyingJ.com/DoNotShareMyInfo> and follow the instructions.**

Each Member also consents and acknowledges that PFJ, in its sole discretion, will resolve any and all questions/disputes regarding the MyRewards® Program, including but not limited to eligibility, benefits and rewards. **MyRewards® Points and awards are not redeemable for diesel fuel, gasoline, beer, alcohol, tobacco products, e-cigarettes, gratuities, cash or cash equivalents, gift cards, Western Union transactions, Pegasus transactions, prepaid cards, lottery tickets, scale fees, or casino credits.** MyRewards® Points may not be transferred, purchased, sold, or bartered.

Membership

Any PFJ customer, 18 years of age or older, may participate in the MyRewards® Program ("Member"). Team members of PFJ and its affiliates are also eligible and may possess a Preferred Customer MyRewards® Card. However, team members and immediate family to team members may not qualify for sweepstakes contests.

PFJ reserves the right to determine eligibility for membership and the right to terminate a Member's membership at any time, with or without reason, with or without notice. **The MyRewards® Program is a privilege and is not an entitlement program** and there are no third party beneficiaries to the MyRewards® Program.

Professional Driver Programs

Earning My Rewards Points

Members earn MyRewards® Points at participating PFJ Locations. In order to receive MyRewards® Points, a Member's Professional Driver MyRewards® account must be accessed by presenting the Member's card, using the Member's phone number or the barcode on the mobile application at the time of purchase. **MyRewards® Points will not be issued for purchases made if the account is not accessed at the time of purchase,** and no MyRewards® Points will be given for purchases if the account is accessed after the purchase. When paying for fuel at the pump: (a) the card must be swiped, (b) account number or phone number inputted when prompted at the appropriate time at the pump or (c) PFJ's mobile app with MyReward Information must be used in order to earn MyRewards® Points. MyRewards® Points are only earned for purchases/transactions that are made at PFJ Locations and which are paid for in full. Points are awarded for purchases of diesel fuel, diesel exhaust fluid, liquid natural gas and qualifying inside purchases (see Inside Points for more details). PFJ reserves the right to reduce or eliminate MyRewards® Point balances, in its sole discretion, due to failure to follow these Terms and Conditions, misuse of the program, failure to pay for Member's purchases in full, inactivity by the Member or for any other reason determined by PFJ in its sole discretion. PFJ further reserves the right to cancel and restrict future membership in the MyRewards® Program for any or no reason at all.

Vendor partners or affiliates of PFJ may periodically offer Members the opportunity to gain additional MyRewards® Points, special offers or incentives on the Member's Household Account when making purchases of specified goods or services during specified promotional time periods at participating PFJ Locations. The vendor partner or affiliate will specify the special offer for qualifying purchases at the PFJ Locations. The individual purchase requirements will be posted on the Kiosk or through other promotional materials. In addition, PFJ, its vendor partners or affiliates may periodically offer Members the opportunity to add, double or multiply the number of MyRewards® Points earned when making purchases of specified goods or services during specific promotional time periods. You agree to hold PFJ harmless from any promotions, special offers, or other opportunities offered by PFJ's vendors, partners or suppliers.

Redeeming MyRewards® Points

MyRewards® Points and other benefits can be redeemed by presenting the MyRewards® Card at the Kiosk or the Cashier's Desk. PFJ is not responsible for any lost or stolen Cards or MyRewards® Points. MyRewards® Points and other benefits cannot be credited back to an account if they are lost or stolen. Please actively review your account and immediately notify PFJ of any discrepancies discovered.

You are responsible for any applicable taxes on the receipt of all applicable purchases made using MyRewards® Points or other benefits. MyRewards® Points and other benefits are not redeemable for cash or cash equivalents, and are not transferable. Items purchased with MyRewards® Points or benefits may be returned for exchange only within thirty (30) days from date of purchase (i.e. no cash refunds). Items which are not returnable pursuant to PFJ return policies are excluded from this thirty (30) day period and cannot be returned under any circumstances.

Rewards are subject to availability and subject to change, with or without notice and for any reason. PFJ is not responsible, and assumes no liability, for changes or discontinuances of rewards or the availability of such rewards. There may be separate rules governing the awarding and redeeming of MyRewards® Points through other retailers or consumer product companies, if applicable. In addition, some states prohibit the award or redemption of MyRewards® Points. PFJ and Member each agree to follow all applicable state and federal laws.

Availability of the 3 cents fuel discount is subject to state law. Such discount is void where prohibited by law.

Monthly Bonus Reward Program

The Monthly Bonus Reward program is a special promotional program that will be tested for a limited time. This program is in addition to PFJ's other programs and is an added benefit to Member. PFJ retains sole discretion to terminate or change the Monthly Bonus Reward program, at any time, with or without notice. Acceptance into the Monthly Bonus Reward program is not guaranteed and not all Members will qualify for the program. By agreeing to these Terms and Conditions and participation in either program, Member acknowledges and agrees that the rewards received by Member will be tailored solely to the Member's Household Account and will have no bearing on any other Household Account. Any terms and conditions pertaining to earning, redeeming and rules and regulations for the MyRewards® Points also apply to rewards earned through either program.

To earn rewards in the Monthly Bonus Reward program the customer must meet or exceed their monthly gallon fueling target in each calendar month. The Monthly Bonus Reward program requires purchasing diesel fuel with your loyalty card from any PFJ Location from the first of the calendar month until the end of the same calendar month. If a Member purchases the exact or more than its target number of gallons in a calendar month, the Member may receive a reward to be determined at PFJ's sole discretion. If Member receives a reward, his or her reward will be loaded on the Member's card in the form of the correct corresponding point value stated. Member cannot roll-over extra gallons of fuel purchases to the next calendar month. The next calendar month, if Member is selected to participate in the program, Member will receive a monthly fueling gallon target. The Member's monthly calendar gallons purchased start at zero on the first day of each calendar month.

Shower Credits

Each person who presents an active Professional Driver or RV MyRewards® Card will receive the following shower credits prior to the use of a shower:

50 gallons or more in a single purchase of gas or diesel fuel – 1 free shower credit good for 10 days

14 to 49 gallons in a single purchase of gas or diesel fuel – 0.5 free shower credit good for 10 days

For those active Members in the MyRewards® program who fuel over 1,000 gallons in a calendar month will be included in Shower Power.

Members with Shower Power will receive two showers per day for the remainder of the month and the entire next calendar month.

Inside Points

Effective September 1, 2016, Members will be entitled to earn loyalty points from purchases made inside our travel centers. In order to earn points, Members must swipe their MyRewards® card or scan the bar code in Pilot's mobile app at time of purchase to earn points on certain purchases made inside the travel center. Members will earn one point per dollar spent on any qualifying purchase. Please note however, points **cannot** be earned on purchases of tobacco products, e-cigarettes products, alcohol, gift cards, phone cards, cash advances, Western Union Transactions, Pegasus transactions or lottery items. In addition, not all restaurants will participate in this program. Please look for a sign at the restaurant inside the travel center to see whether the restaurant concept is participating in the program.

Expiration of My Rewards Points/ Lost or Stolen Cards

If a Member's card remains inactive for a period of four (4) calendar months, as permitted by law, the Member will lose 250 My Rewards Points per month starting on the first (1st) day of the fifth (5th) calendar month. As permitted by law, the Member will continue to lose 250 My Rewards Points on the first (1st) of each subsequent month for each month of inactivity. Once the card has been inactive for (12) calendar months, all points will be deducted from the account, as permitted by law. These MyRewards® Points are charged as a maintenance fee for inactive use.

If a Member's Card is lost or stolen, please immediately contact customer service at 1-877-866- 7378.

Please note that for security reasons, PFJ customer service is not permitted to provide account numbers

over the phone. Lost or stolen cards will be de-activated and all remaining MyRewards® Points on the lost or stolen card at the time the report is made to PFJ customer service will be credited to a new Card. When transferring to a new Card as a result of a lost or stolen Card, you will be required to verify certain account information. An account balance transfer to a new Card will not be issued unless proof of identity is confirmed. PFJ reserves the right to charge a fee for replacement Cards.

Pump Start – Professional Driver

The Pump Start option is a benefit that PFJ gives to qualified Member which allows the Member to start a dispensing pump directly from their MyRewards® card. A customer must be a registered MyRewards® card holder who has fully registered their card and provided a valid driver's license to PFJ Store Personnel, which will be kept on file. To qualify for this program, the Member must be a professional driver who fuels at least 500 gallons per month prior to earning the ability to Pump Start. PFJ retains the right to qualify or not qualify any individual. In addition, PFJ may discontinue the Pump Start feature from any Member at any time with or without notice. Separate Terms and Conditions may also apply to the Pump Start Program. Please ask your account representative for more details.

Pilot Flying J Good Sam RV PLUS Card Program

The Pilot Flying J Good Sam RV Plus Card Program is a loyalty program built in partnership with Good Sam, the loyalty program at Camping World. . RV Customers must be register with Good Sam to receive benefits in the Pilot Flying J Good Sam RV PLUS Program. All terms and conditions pertaining to the My Rewards Program also pertain to the Pilot FlyingJ Good Sam RV PLUS program. The Pilot Flying J Good Sam RV PLUS Program is not eligible for all benefits and PFJ reserves the right to change or discontinue parts of the program without notice. The key benefits to the Pilot Flying J Good Sam RV PLUS Customer are discounts on petroleum products at the pump and in-store deals as well as earning inside points on qualifying inside purchases. Separate Terms and Conditions may also apply to the Pilot Flying J Good Sam RV Plus Card Program. Please ask your account representative for more details.

Pump Start - RV

The Pump Start RV option is a benefit that PFJ gives to qualified customers which allows the customer to start a dispensing pump directly from their loyalty card. A customer must be a registered loyalty card holder who has fully registered their card. PFJ retains the right to qualify or not qualify any individual. In addition, PFJ may discontinue the Pump Start feature from any loyalty card owner at any time without notice. Separate Terms and Conditions may also apply to the Pump Start Program. Please ask your account representative for more details.

Preferred Customer Program

The Preferred Customer MyRewards® Program is a loyalty program available for all PFJ Customers. Preferred Customers must be registered to receive benefits in the MyRewards® Program. All terms and conditions pertaining to the MyRewards® Program also pertain to the Preferred Customer Program. The Preferred Customer Program is not eligible for all benefits and PFJ reserves the right to change or discontinue parts of the program without notice. The key benefit to the Preferred Customer is the in-store and restaurant deals and discounts as well as earning inside points on qualifying inside purchases. Separate

Terms and Conditions may also apply to the MyRewards® Preferred Customer Program. Please ask your account representative for more details.

ADDITIONAL TERMS AND CONDITIONS

PFJ provides the MyRewards® Program, its materials, and other services and products "As Is, Where Is and With All Faults". PFJ, to the fullest extent permitted by applicable law, disclaims any and all representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability and fitness for a particular purpose. PFJ disclaims and Member agrees to waive and hold PFJ harmless from all responsibility for any loss, injury, claim, liability, or damage of any kind resulting from, arising out of, or in any way related to (a) any errors in or omissions from this MyRewards® Program, including but not limited to technical inaccuracies and typographical errors, (b) the unavailability of this MyRewards® Program or any portion thereof, and (c) Member's use of the MyRewards® Program. Under no circumstances will PFJ be liable for any direct, indirect, incidental, special, punitive or consequential damages arising out of the use and membership of the MyRewards® Program or any such other products or services, even if PFJ has been advised of the possibility of such damages. For purposes of this section "PFJ" means Pilot Travel Centers LLC, its affiliates, and any officer, director, employee, subcontractor, agent, successor, parent company or assign of any of them.

The MyRewards® Program and Member's participation herein is subject to all applicable laws and regulations. Rewards and advantages may be subject to income or other taxes. Such taxes and all disclosures related thereto are Member's sole responsibility. PFJ shall not be responsible for correspondence lost or delayed or unpaid taxes, fees, fines or penalties. PFJ is not responsible for, and reserves the right to correct any pricing or typographical errors, errors of description, or errors regarding offers or MyRewards® Points.

If PFJ or its affiliates improperly deny a member MyRewards® Points or some other benefit, your exclusive remedy shall be the issuance of the improperly denied credit, award or benefit if available, or such other comparable alternative, determined in the sole discretion of PFJ.

PFJ reserves the right to correct any MyRewards® Points value or other benefit granted in error. PFJ is not responsible for late, lost, incomplete, or misdirected entry information or communications; computer system, phone line, electronic equipment, computer hardware, software or MyRewards® malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems. PFJ is not responsible for incorrect or inaccurate entry information, whether caused by Members or by any of the equipment or associated with or utilized in the reward, or by any technical or human error which may occur in the processing of MyRewards® Points and account information.

These Terms and Conditions incorporate by reference any notices contained herein and constitute the entire agreement with respect to your use, access and benefit of this MyRewards® Program. If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability. You agree to indemnify, defend, and hold harmless PFJ from and against any and all liabilities, costs, damages and expenses, including reasonable attorneys' fees, resulting from your actions hereunder, including, but not limited to, the following: (i) breach of any provision in this Agreement; or (ii) unauthorized or illegal acts.

EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). **YOU AND PFJ AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PUTATIVE CLASS OR REPRESENTATIVE PROCEEDING.**

This MyRewards® Program is governed by the laws of the United States and the State of Tennessee, without respect to conflict of law doctrines. As a condition of participating, Member agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this MyRewards® Program, shall be resolved individually, without resort to any form of class action, exclusively before a state or federal court located in Knoxville, Tennessee. Further, in any such dispute, under no circumstances will you be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, and Member further waives all rights to have damages multiplied or increased.

Any communication or other information sent to PFJ via electronic mail or otherwise in connection with Member's use of this MyRewards® Program, including but not limited to suggestions, ideas and comments, will be treated as non-confidential and all such information may be used by PFJ for any purpose without compensation. Disclosure shall constitute an assignment of all right, title and interest in such information to PFJ. Provided however, social security numbers, driver's license, CLM number or date of birth will be treated as confidential and not sold to any third party. PFJ does reserve the right to use a customer's information for its own or its vendor's marketing purposes.

Please note, the MyRewards® Program may contain references or cross references to PFJ products and services that are not available in every state, country or even to every person. In such an event, the MyRewards® Program will be void where prohibited.