

HOLIDAY REWARDS™ TERMS AND CONDITIONS

- (1) Enrollment, membership, and all related benefits of Holiday Rewards™ are offered at the discretion of Holiday Stationstores. These Holiday Rewards™ terms and conditions form the contract (the “Contract”) between you (“you/your”) and Holiday Stationstores, LLC and its affiliates and subsidiaries (“Holiday”). You may contact Holiday Stationstores at 4567 American Boulevard W., Bloomington, MN 55437; (952) 830-8700 between 8 a.m. and 5 p.m. (CT) Mon-Fri, or call 1-855-276-1947 for customer service.
- (2) Condition: By registering for and using Holiday Rewards™, you agree to all terms and conditions. If you do not agree to these terms and conditions, you may not participate in the Holiday Rewards™ program.
- (3) Changes: Holiday reserves the right, at its sole discretion, to change or limit any aspect of this Contract, in whole or in part, at any time without liability. Changes in the Contract will be posted on www.holidaystationstores.com/Rewards. It is your obligation to keep informed of the latest Holiday Rewards™ Terms and Conditions. Use of the Holiday Rewards™ program after such notice will be considered your agreement to be bound by any such changes. Holiday reserves the right, in its sole discretion, to refuse service or cancel membership.
- (4) Ownership of Program and Content. The Holiday Rewards™ program, this website and all of their content, are protected under applicable intellectual property and other laws, including without limitation the laws of the United States and other countries. All content and intellectual property rights therein are the property of Holiday and is protected pursuant to applicable copyright and trademark laws.
- (5) Earning Rewards: Holiday Rewards™ participants must register at www.holidaystationstores.com/Rewards or on the app to participate and use Holiday Rewards™. Rewards may be earned at participating Holiday Stores. Holiday Rewards™ must be used at the time of purchase to earn rewards. Only one Holiday Rewards™ account per guest and rewards may only be earned on purchases made by you, as the participant. Rewards may not be combined or transferred between participants. Reward coupons are not valid with any other offer or coupon for the same product. Some rewards may not be available at all locations. Participants must be at least 16 years of age. An e-mail address is necessary for checking your reward status online through www.holidaystationstores.com/Rewards in association with Outside Networks also known as Frequent Filler.
- (6) NO WARRANTY: THE Holiday Rewards™ PROGRAM, INCLUDING ALL CONTENT SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU, IS PROVIDED “AS IS.” TO THE FULLEST EXTENT PERMISSIBLE BY LAW, HOLIDAY MAKES NO REPRESENTATION OR WARRANTIES OF ANY KIND WHATSOEVER FOR THE CONTENT OF THE Holiday Rewards™ PROGRAM OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE. FURTHER, HOLIDAY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. HOLIDAY ASSUMES NO RESPONSIBILITY AND SHALL NOT BE LIABLE FOR ANY DAMAGES BY USE OF THE Holiday Rewards™ PROGRAM. HOLIDAY AND ITS SUBSIDIARIES AND AFFILIATES SHALL NOT BE LIABLE FOR THE USE OF THE Holiday Rewards™ PROGRAM, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN. HOLIDAY SHALL NOT BE LIABLE FOR ANY FAILURE OF THE

Holiday Rewards™ PROGRAM WHICH RESULTS FROM ACTS OR EVENTS BEYOND HOLIDAY'S REASONABLE CONTROL.

- (7) NO AWARD OF DAMAGES AGAINST COMPANY: IN NO EVENT SHALL HOLIDAY BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF THE USE OF THE Holiday Rewards™ PROGRAM. THIS INCLUDES WITHOUT LIMITATION LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER PROGRAMS, OR INFORMATION SYSTEM, OR THE LOSS OF ANY INFORMATION OR DATA. THE MAXIMUM LIABILITY COLLECTIVELY OF HOLIDAY SHALL NOT EXCEED FIVE DOLLARS (\$5) FOR ANY DAMAGES OF ANY NATURE, INCLUDING GROSS NEGLIGENCE, ARISING IN CONTRACT, TORT OR OTHERWISE.
- (8) Expiration of Rewards: Earned Holiday Rewards™ that have not been redeemed expire thirty (30) days from the day they were originally earned.
- (9) Entire Agreement: These terms and conditions and the Privacy Statement constitute the entire Contract between Holiday and you with respect to your use of the Holiday Rewards™ program. Any cause of action you may have with respect to your use of the Holiday Rewards™ program must be commenced within one (1) year after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of the Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to affect the intent of the Agreement, and the remainder of this Agreement shall continue in full force and effect.
- (10) See also Holiday's Privacy Statement on www.holidaystationstores.com/Rewards.