

CONSUMERS COOPERATIVE ASSOCIATION OF EAU CLAIRE
D.B.A. Mega! CO-OP, Mega! CO-OP Holiday and Mega! CO-OP Travel Stop

Mega! CO-OP Membership Terms and Conditions

MEGA! CO-OP MEMBERSHIP: A Mega! CO-OP Membership (“Co-op Membership” or “Membership”) is offered to Mega! CO-OP, Mega! CO-OP Holiday, and Mega! CO-OP Travel Stop convenience store customers at the sole discretion of Mega! CO-OP (“Co-op”) and is open to individuals who have applied for a Co-op Membership, and can meet the minimum purchase requirements per fiscal year. A Co-op Membership is approved by Mega! Co-op located at 2280 Eastridge Center, Eau Claire, Wisconsin. The Terms and Conditions set forth herein are derived from the Articles & Bylaws that govern the Co-op Membership. Under these terms of Co-op Membership, “you” or “your” means all persons responsible for complying with these Terms and Conditions, including natural persons or the person who applied for Membership, or any person you authorize to use your Membership. The Co-op structure prohibits businesses from obtaining a Membership.

There are two (2) levels of Membership: Purchasing Member (no fee) or Voting Member/Stockholder (\$100 fee). You may choose which level of Membership to apply for by properly marking that selection on the Membership application. Requests to change the level of Membership can be made at any time; however, is subject to approval by the Co-op. Additional paperwork may be required. Upon enrollment, a Mega! CO-OP Membership Account (“Account”) will be created, and a Membership ID number will be issued that is linked to your Account. Only one (1) Account may be in your name. Your Membership may be renewed each fiscal year as long as you have met the spending requirement set forth in these Terms and Conditions, or until the Co-op provides notification of cancellation of your Membership. The Co-op’s fiscal year shall begin on the last Sunday of September in each year and end on the last Saturday of September of the next year. A Co-op Membership is not needed for customers to shop our convenience stores and may not be suitable for all persons. As a Co-op Member you may be entitled to member rewards, privileges, and offers.

PURPOSE AND OPERATING PRINCIPLES: The Co-op shall operate exclusively on a cooperative and non-profit basis.

DIRECTORS: The affairs of the Co-op shall be managed and governed by a Board of Directors. The Board of Directors are elected by Voting Members in good standing.

LEVELS OF MEMBERSHIP: The Co-op shall have levels of Membership and may issue a Membership ID, card, electronic version, or other form of identification. Additionally, any member, no matter the level of membership, must purchase not less than five hundred dollars (\$500.00) of qualifying goods and services (the “Required Purchase Amount”) from the Co-op each fiscal year. The Required Purchase Amount may be increased or decreased from time to time by the Board of Directors. If a member fails to meet the Required Purchase Amount for two consecutive years, the Co-op may terminate such Membership, and all accumulated equity credits thereon shall be forfeited.

These are the levels of Membership:

1. Purchasing Members. Each natural person who purchases qualifying good or services from the Co-op and applies for membership.
2. Voting Members (also known as Stockholders). Each natural person who is a Purchasing Member or applies as a new Co-op member and purchases one share of the Co-op’s common, non-dividend bearing, stock at par value. Common stock may be paid for in cash, by conversion of accumulated equity credits or a combination thereof. Each Voting Member in good standing shall be entitled to vote on cooperative matters and be invited to attend the Annual Voter’s Meeting typically held each year in March. A Voting Member

shall be deemed “in good standing” if they have met the Required Purchase Amount during the prior fiscal year. If a Voting Member has not met the Required Purchase Amount for two consecutive fiscal years, the Co-op may choose to repurchase the Voting Member’s share of stock at par value upon not less than 30 days’ notice to the owner of the stock.

STOCK: The Co-op is authorized to issue shares of Common stock, each with a par value of \$100. No dividends shall be declared or paid on common stock. A certificate for stock will be issued when stock is paid for in full. No stock may be transferred except to the surviving spouse of any owner. Upon death of the owner of stock, the Co-op may purchase the stock. The Co-op retains the right to redeem stock, and payment is subject to any indebtedness owed to the Co-op.

PARTICIPATION: By applying for Membership, you agree that all the information submitted on your application is accurate and truthful to the best of your knowledge. You acknowledge that the Co-op may use the information provided during membership enrollment for purposes of maintaining your membership account, communicating membership changes, special offers and coupons, rewards of membership, or any other purpose it deems necessary. By providing an email address or mobile phone number, you will automatically be “opted-in” to receive emails and text messaging from the Co-op. You can opt-out any time by clicking “Unsubscribe from this list” at the bottom of emails and texting STOP for text messages. By applying for membership and using your Membership ID at Mega! CO-OP convenience stores, or authorizing any person to use your Membership, you are agreeing to the Terms and Conditions of membership. The Co-op reserves the right to approve, deny, or revoke participation in the membership program to any individual for any reason whatsoever on an immediate basis and without prior notice. Membership ID must be surrendered upon request.

YOUR ACCOUNT: You agree to provide the Co-op and keep up-to-date, truthful, accurate and complete account information (including, but not limited to, address, spouse, phone number and email address). You may have only one (1) Account. The Account will be in the name of the person who submitted the membership application and will be the sole Account owner. The account owner may choose to list a spouse or other household members on the account. Member communication and any Membership ID will be addressed to the Account owner. The Account is non-transferable, except to the surviving spouse upon death of the owner, and may not be sold, combined, or otherwise shared with another person, except as provided in this paragraph. If it is determined that you have more than one (1) Account, the Co-op reserves the right to close/terminate additional Accounts without further notice. If you violate these Terms and Conditions, commit fraud, or falsify information in connection with your use of Membership, in our sole discretion, the Co-op may terminate your Account, and you will forfeit any pending, current, or future equity credits or patronage. You may elect to close your Account at any time by notifying Member Services. Upon closure of your Account, any accumulated equity credits and unpaid patronage will be forfeited. You can update your account information or request an additional or replacement Membership ID at megacoop.com.

MEMBERSHIP ID: The Co-op may issue a Membership ID including but not limited to card(s), electronic versions, or other form of identification. Any form of Membership ID is to be scanned for all purchase transactions at any Mega! CO-OP convenience store. Scanning your Membership ID tracks your patronage spending on qualified purchases as well as enables you to receive member rewards/discounts when applicable. Additional or replacement ID may be requested by the Account owner or spouse, if they are listed on the Account. Any form of Membership ID is the property of the Co-op and may be cancelled or repossessed by the Co-op at any time. The Co-op is not responsible for lost or stolen ID’s or any benefits or rewards associated with the lost or stolen ID.

QUALIFIED PURCHASES: Some types of items or purchases, including, but not limited to, tax, lottery, certain services, and gift cards, are not considered qualified purchases. The Co-op reserves the right to change, modify, add, or delete any type of qualified purchases.

REWARDS: In keeping with our commitment to our members, we continuously look for ways to improve our programs and offer additional rewards, savings, and value. Additionally, the Co-op sometimes partners with other business to secure additional member rewards, discounts, and programs, and members are also subject to those businesses' Terms and Conditions. The Co-op reserves the right to cancel, modify, restrict, or terminate, including, but not limited to, any of the rewards, discounts, programs, or offerings associated with membership or Membership ID, at any time, with or without any notice to you. Rewards and programs offered can be found at megacoop.com.

PATRONAGE REFUND: At least once annually, the Board of Directors shall determine if it is appropriate to declare a patronage refund from net proceeds. If a patronage refund is declared, it will be distributed to Purchasing and Voting Co-op members who have met or exceeded the minimum purchase requirement. Patronage distributed will be proportionate to each member's spending loyalty. Patronage can be in the form of cash, issuance of equity credits, credit on in-store purchase, or any other form determined by the Board.

MEMBER CONSENT TO TAX REPORTING: Each member of the Co-op, as of the effective date of the Bylaws, who continues as a member after such date, and each person who shall after such date become a member, shall by such act alone consent that the amount of any distribution with respect to the member's patronage occurring in any fiscal year of the Co-op and which are made in written notices of allocation will be taken into account at the stated dollar amounts, less any amount which may be excluded, in the member's taxable year in which such written notices of allocation are received by the member. Simply stated, Co-op Members agree to take any patronage refund distributions as income.

MEGA! CO-OP REWARDS PROGRAM: Becoming a Co-op Member enables you to participate in the Mega! CO-OP Rewards Program ("Rewards Program"). By scanning or swiping the Membership ID/Rewards card, you have the ability to earn and redeem Member Rewards in the Rewards Program. You may earn and redeem many Reward types at participating locations, including but not limited to, Member Patronage Savings Reward on fuel transactions, cents per gallon or merchandise discount Rewards, and Club Rewards. Thoroughly view the Mega! CO-OP Rewards Program Terms and Conditions at www.megacoop.com for full program information and before applying for Membership or participating in the Rewards Program.

PRIVACY: Please refer to our Privacy Policy for information on how we use and collect information provided by Account owners through our website, membership application, and other means at megacoop.com.

CHANGES TO CO-OP MEMBERSHIP: The Co-op reserves the right at its sole discretion to cancel, change, modify, add, or delete any portion of the Membership program, in whole and/or in part, at any time. Use of any form of Membership ID or any other issued form of ID after modification of the Membership will constitute your agreement to be bound by any such changes. You are responsible for remaining knowledgeable of any changes that are made to the Membership Program. The most current version of Membership will be available at megacoop.com and will supersede all previous versions. You should check for changes on a regular basis.

CHANGES TO TERMS AND CONDITIONS: The Co-op reserves the right at its sole discretion to cancel, change, modify, add, or delete any portion of these Terms and Conditions, in whole and/or in part, at any time. Use of any form of Membership ID or any other issued form of ID after modification of these Terms and Conditions will constitute your agreement to be bound by any such changes. You are responsible for remaining knowledgeable of any changes that are made to these Terms and Conditions. The most current version of these Terms and Conditions will be available at megacoop.com and will supersede all previous versions. You should check for changes on a regular basis.

AGREEMENT TO TERMS: Any use of your Membership at any Mega! Co-op convenience store signifies your agreement to these Terms and Conditions. If you do not agree with the Terms and Conditions, do not apply for membership, or discontinue using your membership immediately.

CONTACT US: Should you have any questions about Co-op Membership, forms of Membership ID or these Terms and Conditions, you can contact us at:

Mega! CO-OP
Member Services
(715) 839-5272

mega.members@megacoop.com

Mega! CO-OP
Store Support Center
(715) 839-5210

contact.us@megacoop.com