

**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 Rewards Program Terms and Conditions**

These Mega! CO-OP Rewards Program Terms and Conditions (“Program Terms”) constitute an agreement between you, an individual, and Mega! CO-OP, for and on behalf of itself. The terms and conditions set forth herein govern the Program. Please read these Program Terms thoroughly before using your Mega! CO-OP Card or otherwise participating in the Mega! CO-OP Rewards Program.

**MEGA! CO-OP REWARDS PROGRAM:** The Mega! CO-OP Rewards Program (“Program”) is offered at the sole discretion of Mega! CO-OP. The Program is open to individuals who are existing Co-op Members or Mega! CO-OP Holiday or Travel Stop convenience stores (“Mega! CO-OP Stores”) customers who wish to become members by submitting a completed Co-op Membership application and can meet the minimum purchase requirements per fiscal year to maintain their Co-op Membership (“Membership”). The Co-op structure prohibits businesses from obtaining a Membership; therefore businesses cannot participate in the Program.

A Membership is issued to you by Mega! CO-OP (herein after “we”, “our” or “us”) located at 1201 S. Hastings Way, Eau Claire, Wisconsin, and enables you to participate in the Program. Under the Program Terms, “you” or “your” means all persons responsible for complying with these Program Terms, including the person who applied for Membership or any person authorized to use the Card. Upon enrollment as a Member, you will be issued a Membership ID and Rewards Card (“Card”) illustrating a number linked to your Membership account. A Mega! CO-OP Rewards Account (“Account”) will be created with your issued Card number. Only one (1) Account may be linked to your Card number. Your participation in the Program may be extended each Co-op fiscal year as long as you have met the spending requirement set forth in the Membership Terms or until Mega! CO-OP provides notification of cancellation of your Membership or the Program.

**AGE RESTRICTIONS:** The Program is open to individuals who are eighteen (18) years of age or older. The Program is not targeted toward or intended for use by anyone under the age of fifteen (15). If you are between the ages of 15 and 17, you may participate in the Program with the permission of a parent or legal guardian.

**PARTICIPATION:** Enrolling as a Member enables you to participate in the Program. Swiping or scanning your valid Card constitutes participation in the Program. By participating in the Program, you are able to receive a Cents Per Gallon (“CPG”) Member Patronage Discount Reward, Club Rewards, CPG Rewards, or Merchandise Discount Rewards (herein referred to either individually or collectively as “Rewards”) by, among other things, purchasing qualified products at participating Mega! CO-OP Stores, or other participating convenience store locations. Program participation also allows you to redeem the Rewards for discounts on merchandise or gasoline at participating Mega! CO-OP Stores or other participating fuel locations (hereinafter participating issuing and redeeming locations referred to as “participating locations”). To enroll, you must meet the terms for participation established by us to obtain a Card. You acknowledge that Mega! CO-OP may use the information that you provide during enrollment as a way to communicate Program changes, Reward offers and coupons, special offers and other benefits for Program members, Member Days, promotions, and sweepstakes. You may choose to opt-out of these communications by clicking “Unsubscribe” at the bottom of any email.

The Card or Rewards may not be used in conjunction with other cards or earned rewards from other rewards programs offered at participating locations, including, but not limited to, the Shell Fuel Rewards Program. You will need to choose which Program’s card you will use for each transaction at these locations. If your Mega! CO-OP Membership Card is not used, the transaction will not be recorded and may constitute inactivity as a Member, and therefore participation in the Program may be revoked.

**YOUR ACCOUNT:** Once you apply for a Membership and receive your Card, we establish an Account for you with your Card number, and you can participate in the Program. You agree to provide us with, and keep up to date, accurate, truthful, and complete Membership Account information (including, but not limited to, address, phone number, and email address). You can update your Membership information any time at [www.megacoop.com/member-information/member-information-update/](http://www.megacoop.com/member-information/member-information-update/). You may only earn Rewards in one Account. Your Account is non-transferrable 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 or your Card, we may terminate your Account and Membership at our sole discretion, and you will forfeit any pending, current, or future Rewards. You may elect to close your Account at any time by notifying Mega! CO-OP. 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 when you swipe/scan your Card during a transaction at participating locations, including, but not limited to, the following:

Member Patronage Discount Reward: Every time a Member scans/swipes their Card on a fuel transaction, this Reward is earned and are included in the total amount of CPG Rewards earned at the time of redemption.

Club Rewards: Free items earned by purchasing qualified products in available Club offers. Qualifying purchases for each Club will accrue on your Card and will display on your receipt until the Reward item is earned. The purchase balance for each available Club offer will display consecutively on receipts; however, only the name of the first Club will show on the receipt with its balance below, then just the remaining balances for each club respectively below that. Refer to megacoop.com for a full listing of available Club offers.

Example: <u>Available Club Offers</u>	<u>Displays on Receipt as:</u>
Coffee Club	<i>Coffee Club</i>
	<i>9 More To Go</i>
Milk Club	<i>4 More To Go</i>
Sandwich Club	<i>1 More To Go</i>

Merchandise Discount Rewards: Earned by purchasing qualified products during the time frame specified for each promotional period.

Fuel Discount Rewards: Earned by purchasing qualified products during a specified promotional period. CPG Rewards earned in a transaction will be available for redemption on the next fuel transaction and will display as the "Earned" amount on your receipt. Will accumulate until redeemed or expire, whichever comes first.

Member Days: Earn additional CPG, merchandise, or other discount rewards during special Member Days or events. Reward terms for each Member Day/event will be set forth in each advertisement of that promotion.

Additional Rewards: May be earned by participating in certain sweepstakes, contests, Member days or promotions, or by taking certain actions in each case, as specified by us. On occasion there may be promotional offers as part of the Program that provide an 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. 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. Some restrictions apply. Rewards/offers are only available at participating locations.

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 Terms; 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 and/or participation 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, 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 Member Services at 715-839-5272 during business hours.

**REWARDS EXPIRATION:** The first available Reward amount expiring may appear on your receipt at participating locations. You may also inquire about your Rewards expiration with a team member at participating locations or by contacting Member Services. Rewards balances displaying on receipts may not be valid past the date of the receipt.

Club Rewards will remain on your Card as long as the Club is active. You will have until the Club end date to redeem the earned Reward. During the announcement of and through the offer end date, you will not be able to accrue any more qualifying products in your purchase balance. For example, if you purchased five (5) of the required nine (9) items in a Club offer at the time of the offer end date announcement, any remaining purchases of that Club item will not apply to the purchase balance. In the same respect, if you have purchased the nine (9) required items to get the next free, you will have until the offer end date to redeem the earned Reward item.

Merchandise Discount Rewards will be automatically applied to the qualifying merchandise purchased during the specified time frame of that promotion and will expire on the last day of the promotion date.

Fuel Discount Rewards expire at 11:59 p.m. 30 days after the date the Rewards were earned.

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

**REWARDS REDEMPTION:** The Beginning Rewards and the amount of any Rewards redeemed in a transaction may appear on your receipt at participating locations. To redeem your Rewards at participating locations, you must swipe/scan your Card that matches the card number on which the Rewards were earned. Rewards will be redeemed on a first-earned, first-redeemed basis, when applicable. The availability for use and redemption of any Additional Rewards will be governed by the separate terms of that promotional offer. Rewards balances displaying on receipts may not be valid past

the date of the receipt, and receipts will not be accepted in lieu of your Card to Redeem Rewards. All Rewards redemptions are final and may not be cancelled or reinstated.

Member Patronage Discount Rewards are available on fuel transactions. This Reward is combined with any other CPG Rewards earned in this Program. The Reward will be included in the total amount of available Rewards displaying at time of redemption. In order for this Reward to be redeemed, you must select "Yes" to accept the total amount of available CPG Rewards displaying. This Reward does not accumulate if not redeemed and is not able to be redeemed separately from other Rewards earned in the Program, except in cases when your beginning Rewards balance is zero. After redemption of all Rewards, this Reward amount will appear as "Mbr Rwds" on your receipt. The "Rwds Used" amount on receipts will be the sum of the "Mbr Rwds" and "BeginRwds" redeemed.

Club Rewards will automatically be applied on the next available qualifying Reward product purchased, at which point accruals will start over towards the next qualifying Reward. The earned Club Reward will be available for redemption until the end date of the offer.

Merchandise Discount Rewards will be automatically applied to the qualifying products purchased during the specified time frame of that promotion.

Fuel Discount/CPG Rewards can be redeemed and applied to the fuel transaction directly at the pump or when paying inside by selecting "Yes" to accept. Prior to dispensing fuel at the pump, the price per gallon will be automatically reduced by the amount of applicable Rewards you have earned. When paying inside, the total applicable amount per gallon will be deducted from your fuel purchase. If you choose not to redeem your Rewards, they will accumulate until redeemed or expired, whichever comes first.

CPG Rewards are limited to one transaction up to 20 gallons of fuel per purchase in one vehicle. Once you begin to dispense fuel using a Reward, if you do not dispense fuel to the gallon limit, you forfeit any remaining Rewards balance (i.e., if you only pump fifteen gallons of fuel, when the limit was twenty gallons, you would forfeit the remaining five gallons worth of Rewards balance), except in the case of when the amount of earned Rewards exceeds the price per gallon of fuel (carry-over transaction) as described below. Fuel Discount Rewards may be combined with various fuel discount promotions in the Program to discount fuel prices.

When you have a Reward balance greater than the current price per gallon of fuel, the dispenser will never decrease the price per gallon to zero; however, the price per gallon will be decreased to the lowest capability of the fuel equipment. You would be responsible for paying the minimum required price of 10¢/gal, and the remaining unused Reward balance will remain on your Account until your next fuel transaction or when they expire, whichever comes first. The redemption of Rewards is based on the order in which they were earned, with the oldest being applied first, with the carry-over rewards subject to their original expiration date.

#### **MISCELLANEOUS PROGRAM INFORMATION:**

1. Rewards Card must be PRESENT and swiped/scanned for Rewards to be earned/redeemed. Rewards are not transferable and cannot be shared with other Accounts or non-matching Card numbers.
2. Earned Rewards are those received after making a qualifying purchase.
3. Rewards balances displaying on a receipt may not be valid past the date of the receipt.
4. Receipts are not valid for redemption of Rewards and therefore will not be accepted in lieu of the Card matching the number on which the Rewards were earned.
5. Fuel Rewards are valid on up to 20 gallons during one single transaction of fuel/grade per purchase in one vehicle. Rewards will not be applied to transactions at multiple pumps, fuel grades, or vehicles.
6. Once Fuel Rewards have been accepted for redemption, the full amount of Rewards, if applicable, will be applied to fuel purchases. Partial Rewards cannot be redeemed except in cases of carry-over transactions. All Rewards redemptions are final and may not be cancelled or reinstated.
7. When paying inside and redeeming Rewards, please wait to swipe/scan your Card inside to allow for the maximum amount of CPG Rewards to apply or gallons pumped for these transactions:
  - a. Pumping more than 20 gallons to avoid separate transactions; pump will shut off at 20 gallons. If paying at the pump, you may purchase additional fuel by restarting the pump.
  - b. Earned more CPG Rewards than the current price per gallon of fuel; pump limitations impose a minimum required price of 10¢/gal.
  - c. Paying with multiple forms of tender (i.e., gift card, credit or debit cards, and cash)
8. Cards scanned either at the pump or inside, whether CPG Rewards were accepted for redemption or not, may be "locked" for a period of up to 30 minutes. During this time Rewards may not be available for viewing, redeeming, or for use on additional transactions.
9. Rewards have no cash, monetary, or other value.
10. All Rewards, discounts, and promotions associated with this Program may be discontinued or amended at any time, in whole or in part.

**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 between you or any authorized users relating to the Program. If you have any questions regarding the Program, please contact Member Services during business hours.

**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 more than one (1) Account, 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 and other means. This can be found at [www.megacoop.com/privacy-policy/](http://www.megacoop.com/privacy-policy/).

**RIGHT TO CHANGE, MODIFY, OR CANCEL:** We may cancel, modify, restrict, waive, or terminate any aspect of the Program, the Rewards offered, including, but not limited to, the terms for earning and redemption, expiration, and any restrictions, the Issuing and Redeeming Participants, or the type of rewards or discounts, at any time, with or without notice or liability, 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 Program. You are responsible for remaining knowledgeable about any changes we make to the Program and the Program Terms. The most current these Program Rules will be available on the website [megacoop.com](http://megacoop.com) and will supersede all previous versions.

**CHANGES TO TERMS AND CONDITIONS:** We reserve the right to update or make changes to Program Terms from time to time at our sole discretion, which changes we may provide to you by any reasonable means, including without limitation, by posting the revised version at [megacoop.com](http://megacoop.com). You can determine when the Program Terms were last revised by referring to the "Rev." legend the top of page 1. You are responsible for remaining knowledgeable of any changes that we make to the Program Terms. The most current version will be available on our website [megacoop.com](http://megacoop.com) and will supersede all previous versions. Your access to or use of your Card following changes to these Program Terms will constitute your acceptance of those changes. Notwithstanding the foregoing, any changes to these Program Terms shall not apply to any dispute between you and us arising prior to the date on which we posted the revised version of these Program Terms incorporating such changes or otherwise notified you of such changes.

**LOST, STOLEN, OR DAMAGED CARDS:** Mega! CO-OP Member ID and Rewards Cards are the property of Mega! CO-OP, administrator of the Mega! CO-OP Rewards Program, and may be cancelled or repossessed by Mega! CO-OP at any time. Mega! CO-OP is not responsible for lost, stolen or damaged Cards or the loss of any Rewards associated with these Cards.

**ADJUSTMENTS:** In the case of any failure by you to follow these Program Terms or any other terms or conditions applicable to programs or offers in which you may elect to participate as part the Program (including any terms and conditions of any Issuing Participant or Redeeming Participant), or any other misrepresentation, fraud, or abuse related to the Program, including, but not limited to, your engaging in a pattern of returning or canceling products or services after the corresponding Rewards have been credited, as determined by us in our sole discretion, we and the Issuing Participants reserve the right to make any adjustments to your Account at any time and to take appropriate administrative or legal action. In such case, some or all of your Rewards earned through the Program may be forfeited and your Account closed, and we reserve the right to seek reimbursement from you for the cost of any Reward you receive upon redemption of Rewards that are subsequently deducted from your Account. You give us permission to review your Account with Issuing Participants and Redeeming Participants in cases where we suspect fraudulent activity.

**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 last know email address you supplied for your Membership, if you did not opt-out to receive emails. 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 Terms, and you release us and our affiliates and partners from liability regarding 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 Terms.

**PROGRAM VOID:** The Program is void where prohibited by federal, state, or local law. These Program Terms (as we may amend 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 Terms.

**CONTACT US:** Should you have any questions about Co-op Membership, Rewards or these Terms and Conditions, you can contact us during business hours at:

Mega! CO-OP  
Member Services  
(715) 839-5272  
[mega.members@megacoop.com](mailto:mega.members@megacoop.com)

Mega! CO-OP  
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