

SPEEDY REWARDS® MASTERCARD® CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS

As used in these Terms and Conditions, the words "you" and "your" refer to the owner(s) (primary and secondary cardmembers) of your Card Account enrolled in the Speedy Rewards® Mastercard® Credit Card Rewards Program described below (the "Credit Card Rewards Program"). First National Bank of Omaha (referred to herein as "we", "us", "our" and "FNBO®"), is the issuer of the credit card account (the "Card Account") and the sponsor of the Credit Card Rewards Program.

You will earn rewards in two ways, under the Speedy Rewards Program provided and administered by Speedway and through the Credit Card Rewards Program.

SPEEDY REWARDS PROGRAM: You can earn Speedy Rewards Program points ("Speedy Rewards Points") through the Speedy Rewards Program by establishing a valid Speedy Rewards Program membership account ("Speedy Rewards Account"). Speedway is solely responsible for the rules and administration of the Speedy Rewards Program, which is governed by separate terms and conditions found at www.speedyrewards.com. Speedy Rewards Points are redeemable only through the Speedy Rewards Program.

SPEEDY REWARDS® POINTS EARNED AT SPEEDWAY: Speedway will award you Speedy Rewards® Points as follows:

- 50 Speedy Rewards® Points for each \$1.00 in Speedway Purchases that are made with the Account at a participating Speedway location.

Speedy Rewards® Points earned for Speedway Purchases will be in addition to Speedy Rewards® Points normally awarded under the Speedy Rewards Program. Speedy Rewards® Points will be earned in real time and show on the Speedway receipt (or up to 60 days later if they are from a mobile wallet payment). Speedy Rewards® Points, therefore, will not appear on the Card Account monthly Account billing statement.

The Speedy Rewards Program may, at Speedway's sole discretion, offer you additional special limited time promotional opportunities to earn a greater amount of Speedy Rewards® Points in connection with certain Speedway purchases or promotions. There may be a limit to the amount of Speedy Rewards® Points that you can earn in connection with certain Speedway purchases or promotions, as determined by Speedway, and promotional Speedy Rewards® Points may have a limited redemption period.

CREDIT CARD REWARDS PROGRAM: You can earn Credit Card Rewards Program points ("Points") in the Credit Card Rewards Program as described in the table below. All Points earned in the Credit Card Rewards Program will be automatically reported to the Speedy Rewards Program monthly and are redeemable only as Speedy Rewards Points through the Speedy Rewards Program.

Your enrollment in the Credit Card Rewards Program occurred automatically when the Account was opened. You must remain enrolled in the Speedy Rewards Program in order for Points earned in the Credit Card Rewards Program to be reported to the Speedy Rewards Program. If you were not already a Speedy Rewards Program member when you were issued this Account, you were automatically enrolled in the Speedy Rewards Program and a Speedy Rewards Account was established for you. Your Speedy Rewards Account and your membership in the Speedy Rewards Program will remain in force in accordance with its terms and conditions of the Speedy Rewards Program even if the Account is closed by you or by us. See the Speedy Rewards Program terms and conditions appearing at www.speedyrewards.com for full details. If enrollment in the Speedy Rewards Program is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

EARN POINTS	Earn 10 Points for each \$1.00 of Net Purchases posted to the Account that is not from a Speedway Purchase.
ANNUAL CREDIT CARD REWARDS PROGRAM FEE	There is no annual Credit Card Rewards Program fee. However, please review the Cardmember Agreement and the accompanying Rates and Terms Schedule for information on possible annual or monthly set-up and maintenance fees associated with the Account.
LIMIT ON POINTS EARNED	There is no limit on the number of Points that can be earned, but if we offer bonus Points, we may limit the number of bonus Points awarded for certain purchases and/or promotions.
POINT EXPIRATION	Please see the Speedy Rewards Program terms and conditions at www.speedyrewards.com for information regarding expiration, redemption, forfeiture, and other limitations on Speedy Rewards Points.
POINT FORFEITURE	If the Account is closed for any reason, enrollment in the Credit Card Rewards Program will be terminated and any accumulated Points not yet awarded in the Credit Card Rewards Program may be forfeited.
POINT REDEMPTION	Each Point earned in the Credit Card Rewards Program will equate to 1 Speedy Rewards Point, which will be redeemable only through the Speedy Rewards Program.
REDEMPTION REQUESTS	Points are redeemable only after they are reported to the Speedy Rewards Program. Please see the Speedy Rewards Program terms and conditions at www.speedyrewards.com for information on Speedy Rewards Point redemption.

These Terms and Conditions are in addition to those set forth in the Cardmember Agreement governing the Account, which remains in full force and effect and is unaffected by these Terms and Conditions. The most current version of these Terms and Conditions, including any changes, will be posted by us and available through the Account detail page through the web address shown on the Account billing statement. It is your responsibility to review these Terms and Conditions online for the most current version.

ENROLLMENT: To participate in the Credit Card Rewards Program, the Account must be open, you must have a valid and current Speedy Rewards Account, and you must comply with all terms of the Speedy Rewards Program. The "Enrollment Date" is the date the Account is opened or, if later, the date enrollment in the Credit Card Rewards Program is completed. Credit Card Rewards Program membership will be automatically renewed each year with the Terms and Conditions and the fees, if any, then in effect, until we are notified that the card is being cancelled or enrollment in the Credit Card Rewards Program is terminated as otherwise permitted by these Terms and Conditions.

NET PURCHASES: "Net Purchases" are authorized, new purchases posted to the Account on or after the Enrollment Date, excluding refunds, credits (for returned merchandise or otherwise), and disputed billing items. Net Purchases do not include: (a) annual fees, finance charges, and other fees or charges posted by us to the Account; (b) cash advances (including, but not limited to, purchases of money orders or other cash equivalents) or special check transactions; (c) balance transfers; (d) charges for other products, services, or benefits that we provide; or (e) other transactions that we determine not to be eligible. "**Speedway Purchases**" are Net Purchases made with the Account at a participating Speedway location.

We reserve the right to determine, in our sole discretion, whether transactions qualify as Speedway Purchases, or Net Purchases, and our determinations shall be final.

POINTS: Points are not earned in the Credit Card Rewards Program until they appear on the Account billing statement. Points may be deducted for awards based on purchases that are subsequently subject to a refund, credit, or dispute. We reserve the right to retroactively correct errors made in Point awards. Points will not be earned if the Account cannot be used for new purchases or participation in the Credit Card Rewards Program has been suspended. If a credit card is reported lost or stolen, we will temporarily suspend our awarding of Points in the Credit Card Rewards Program until a new card is issued.

At our sole discretion, we may award additional bonus Points in connection with certain purchases and/or promotions. Additional details and additional terms and conditions will be provided with such offers and are in addition to these Credit Card Rewards Program Terms and Conditions unless otherwise specified therein. We reserve the right to determine which Net Purchases are eligible for bonus Points.

Each Account billing statement will include the total number of Points earned for the covered billing cycle. Information regarding the Account (including the number of Points earned) can also be obtained by accessing the Account billing statement online or by calling the Customer Service number listed on the back of the credit card.

The Account must be open and your enrollment in the Credit Card Rewards Program must not be suspended in order for Points to be reported to the Speedy Rewards Program. Points earned in the Credit Card Rewards Program will be reported each month to the Speedy Rewards Program. Speedway will make the corresponding number of Speedy Rewards Points available in your Speedy Rewards Account based on the number of Points reported from the Credit Card Rewards Program.

SPEEDY REWARDS POINTS: The 50 Speedy Rewards Points earned at participating Speedway locations, for Speedway Purchases will be in addition to Speedy Rewards Points normally awarded under the Speedy Rewards Program. Speedy Rewards Points will be earned in real time and show on the Speedway receipt. Speedy Rewards Points, therefore, will not appear on the monthly Account billing statement.

POINT DISCREPANCIES: If you think there is a discrepancy in the number of Points earned, you must notify us within 60 days of the date of the first Account billing statement showing the discrepancy. If you fail to notify us, the Account billing statement will be considered accurate, and you will have waived all claims for adjustments. In the event that an adjustment to your Point total means that you received a reward that you were not otherwise entitled to, you agree that you owe us the Point value of such excess redemption and that we have the right in our sole discretion to reduce the Point balance accordingly, withhold any subsequent Points you earn that correspond(s) in number to any you received in error, and collect any such amount you owe. Point discrepancies do not constitute billing errors. Payments on the Account are due as provided in the Cardmember Agreement.

REWARDS AND REDEMPTION: All terms and conditions pertaining to the Speedy Rewards Program will apply. Speedway is solely responsible for redemption and for all other aspects of the Speedy Rewards Program. Speedy Rewards Points will be redeemed as stated in the Speedy Rewards Program terms and conditions found at www.speedyrewards.com. Speedway may impose additional conditions, restrictions, and limitations on redemption and/or expiration of Speedy Rewards Points. We are not responsible for the Speedy Rewards Program or for Speedway's products, services, or decisions, or its refusal to redeem Speedy Rewards Points. We are not responsible for making Speedy Rewards Points available in the Speedy Rewards Account, including any decision by Speedway not to credit the Speedy Rewards Account based on Points we have reported.

In the event the Credit Card Rewards Program Terms and Conditions conflict with any rules, terms, or conditions of the Speedy Rewards Program, the Credit Card Rewards Program Terms and Conditions will control with respect to all questions relating to the Credit Card Rewards Program. In the event the Speedy Rewards Program terms and conditions conflict with any rules, terms, or conditions of the Credit Card Rewards Program, the Speedy Rewards Program terms and conditions will control with respect to all questions relating to the Speedy Rewards Program.

ADDITIONAL RESTRICTIONS: Points may not be accumulated in connection with purchases made in violation of law or the Cardmember Agreement. Purchases or Points cannot be combined with, or transferred to, another account. Points cannot be redeemed to make the required monthly payment shown on the Account billing statement. No accommodation will be made for unused or forfeited Points. Points have no monetary value, are non-negotiable, and do not constitute your property. The sale or barter of Points is prohibited and will void Points. Points are not transferable in the event of the cardmember's death, as part of a domestic relations matter, or for any other reason. We are not responsible and bear no liability for any disputes concerning the ownership, redemption, or disposition of any Points.

SUSPENSION; TERMINATION: At any time, with or without cause or advance notice (except where required by law), we may suspend the participation, or terminate the enrollment, of any person and/or Account in the Credit Card Rewards Program. Reasons for suspension or termination include, but are not limited to, violations of these Terms and Conditions, the Cardmember Agreement, or any other agreement with us, providing false or misleading information to us, or circumstances that lead us to suspect the Account or the Credit Card Rewards Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse. If your enrollment in the Speedy Rewards Program is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program.

During a suspension, Points may not be able to be earned and Points may not be reported to the Speedy Rewards Program. For example, if a credit card is reported lost or stolen, the ability to earn Points will be temporarily unavailable and we may not report Points to the Speedy Rewards Program until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Credit Card Rewards Program will be terminated. If enrollment in the Credit Card Rewards Program is terminated, we will no longer report Points to the Speedy Rewards Program.

We also reserve the right to suspend or terminate the Credit Card Rewards Program, in whole or in part, for any reason, at any time, with or without prior notice (except where required by law). Our decisions regarding the Credit Card Rewards Program are final. If we suspend the Credit Card Rewards Program, further Points will not be awarded and we may not report Points to the Speedy Rewards Program during the suspension. If we terminate the Credit Card Rewards Program, no further Points will be awarded. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when Points will no longer be earned and when we will stop reporting Points to the Speedy Rewards Program.

CHANGES: We reserve the right to change these Terms and Conditions at any time and to limit, modify, delete, or otherwise change any aspect of the Credit Card Rewards Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Credit Card Rewards Program, with or without prior notice except where required by law. Changes may have a retroactive effect. Changes may affect outstanding purchases and Points, and may include, but not be limited to, the type of purchases which qualify for Points, the addition of blackout dates, the imposition of an annual Credit Card Rewards Program membership fee or other fee, the increase of any fee that may be associated with the Credit Card Rewards Program, and the number of Points which may be earned per month or per year. We may also substitute another rewards program for this one, in our sole discretion, with or without prior notice.

TAX LIABILITY: Points or rewards may be subject to federal, state, or local income tax. Determination and payment of any liability for federal, state, or local income taxes regarding the earning or redemption of Points or rewards are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Credit Card Rewards Program.

AUDITS: We reserve the right to audit the Account for compliance with these Terms and Conditions. In the event an audit reveals any Point or other discrepancies, we can correct any such Point or other discrepancies we discover, and the awarding of Points and the reporting of Points to the Speedy Rewards Program may be delayed until such discrepancies are resolved.

RELEASE OF INFORMATION: You consent to our release of information about you and the Account to third parties as necessary or convenient to carry out the Credit Card Rewards Program or as permitted by applicable law.

OTHER TERMS: The Credit Card Rewards Program is void where prohibited by law. All interpretations of these Terms and Conditions, all determinations of Point discrepancies, and the resolution of all other disputes shall be at our sole discretion, and our decisions will be final. We are not responsible for problems beyond our control, including, but not limited to, communications or computer systems failures, war, or acts of God. **IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.** By participating in, or claiming or accepting any Points or other benefits of the Credit Card Rewards Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, Speedway, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards Program or your use of any reward. Further, you agree to these Terms and Conditions by submission of payment or redemption of Points for any rewards under this Credit Card Rewards Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles).

Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

Every effort has been made to ensure that all information in all Credit Card Rewards Program materials is accurate. We are not responsible for printing errors or omissions. Please check the online Account detail page for the most current Terms and Conditions.