

SPEEDWAY[®] 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) with a credit card account (“Card Account”) enrolled in the Speedway Credit Card Rewards Program (the “Credit Card Rewards Program”). First Bankcard[®], a division of First National Bank of Omaha (referred to herein as “we”, “us”, “our” and “First Bankcard”) is the issuer of your Card Account and the sponsor of the Credit Card Rewards Program. These Terms and Conditions are in addition to those set forth in your Cardmember Agreement with us governing your Card Account. Your Cardmember Agreement remains in full force and effect and is unaffected by these Terms and Conditions.

You can earn rewards in two ways:

- You can earn Speedway loyalty points (“Speedy Rewards[®] Points”) through the Speedy Rewards Program provided by Speedway LLC (referred to herein as “Speedway”). If you have a valid Speedy Rewards Program Account (“Speedy Rewards Account”), the Speedy Rewards Program allows you to earn 50 Speedy Rewards Points for each \$1.00 in Speedway Transactions (defined below) in addition to Speedy Rewards Points normally awarded under the Speedy Rewards Program. Speedway is solely responsible for the rules and administration of the Speedy Rewards Program. The Speedy Rewards Program is provided by Speedway and is governed by separate terms found at www.speedyrewards.com. All Speedy Rewards Points earned are redeemable through your Speedy Rewards Account established under the Speedy Rewards Program.
- You can also earn points (“Points”) through the Credit Card Rewards Program (as described below) provided by First Bankcard. Each Point earned under the Credit Card Rewards Program will equate to 1 Speedy Rewards Point in the Speedy Rewards Program which will be redeemable only through the Speedy Rewards Program. You must be enrolled in the Speedy Rewards Program in order for Points earned under the Credit Card Rewards Program to be automatically reported on a monthly basis to the Speedy Rewards Program. Points are redeemable only through your Speedy Rewards Account. Your Card Account must be open and in good standing in order to earn Points and in order for your Points to be reported to the Speedy Rewards Program. If you fail to pay your Card Account on time or otherwise fail to follow the terms of your Cardmember Agreement, you will forfeit all Points earned under the Credit Card Rewards Program that have not yet been reported to the Speedy Rewards Program.

ENROLLMENT: The Credit Card Rewards Program is offered at our sole discretion and is dependent on the participation and cooperation of Speedway. There is no cost to enroll in the Credit Card Rewards Program. The “Enrollment Date” is the date your Card Account is opened or, if later, the date your enrollment in the Credit Card Rewards Program is completed. Credit Card Rewards Program membership will be automatically renewed each year at the same Terms and Conditions and at the same fees then in effect, if any, until you notify us that you are cancelling your Card Account or your enrollment in the Credit Card Rewards Program is terminated as otherwise permitted by these Terms and Conditions. To participate in the Credit Card Rewards Program, your Card Account must also be open and must be in good standing, which means that no event occurs that allows us to require immediate payment of your entire balance under the Cardmember Agreement, including, without limitation, failing to make the minimum payment when due, having a payment to us denied, providing us false or misleading information, and violating the Cardmember Agreement or any other agreement with us.

You must be enrolled in the Speedy Rewards Program in order to receive and redeem Points earned under the Credit Card Rewards Program that are reported to the Speedy Rewards Program. If you are not yet a member of the Speedy Rewards Program, you will be automatically enrolled when you are issued your Card Account and a

Speedy Rewards Account will be established for you. If you were already a Speedy Rewards Program member before applying for the Card Account, your Speedy Rewards Account and your membership in the Speedy Rewards Program will remain in force in accordance with its terms and conditions.

To ensure that Points earned with your Speedy Rewards MasterCard are available for redemption through your Speedy Rewards Account, you must go to www.speedyrewards.com and register the 12-digit number located underneath the barcode on the back of your Speedy Rewards MasterCard. You can also merge any outstanding Speedy Rewards Accounts you have to the Speedy Rewards MasterCard number by logging into www.firstbankcard.com/speedway or by calling Speedway's customer service team.

QUALIFYING TRANSACTIONS: "Qualifying Credit Card Transactions" are authorized, new purchases posted to your Card Account on or after your Enrollment Date, net of refunds, credits (for returned merchandise or otherwise), and disputed billing items. Points may be deducted for awards based on purchases that are subsequently subject to a refund, credit or dispute. Qualifying Credit Card Transactions do not include: (a) annual fees, finance charges and other fees or charges posted to your Card Account; (b) cash advances (including but not limited to cash received over the amount of transactions charged to your Card Account, 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 (such as credit insurance premiums); (e) Speedway Transactions; or (f) other transactions that we determine not to be eligible. We are solely responsible for determining which transactions are eligible for Point earnings and our determination is final.

"Speedway Transactions" are transactions made with the Card Account at a participating Speedway location.

We reserve the right to determine, in our sole discretion, whether any transaction qualifies as a Speedway Transaction or Qualifying Credit Card Transaction and our determinations shall be final.

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 Transactions.

Speedy Rewards Points earned for Speedway Transactions 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 Card Account monthly statement.

POINTS EARNED EVERYWHERE ELSE: We will award you Points under the Credit Card Rewards Program as follows:

- **10 Points** for each \$1.00 in Qualifying Credit Card Transactions posted to the Account that is not from a Speedway Transaction.

With regard to the Points earned under the Credit Card Rewards Program, Points are not earned until they show on your Card Account statement. Speedy Rewards Points may expire and may be forfeited. Please see the Speedy Rewards Terms of Use at www.speedyrewards.com for information on Speedy Rewards Point redemption, expiration, forfeiture, and other limitations. There is no limit on the amount of Points that you can earn under the Credit Card Rewards Program; provided, however, there may be a limit to the amount of bonus Points that you can earn in connection with certain transactions and/or promotions. We reserve the right to retroactively correct errors made in Point calculations. There is no annual fee for the Credit Card Rewards Program.

Points earned under the Credit Card Rewards Program will be reported after each Billing Cycle from your Card Account to the Speedy Rewards Program. Speedway will make the Points reported from your Credit Card Rewards Program available in your Speedy Rewards Account. Each Point earned under the Credit Card Rewards Program will equate to 1 Speedy Rewards Point which will be redeemable only through the Speedy Rewards Program and your Speedy Rewards Account. Your Card Account must be in good standing in order to earn Points and in order for the Points to be reported to the Speedy Rewards Program. A “Billing Cycle” is the interval between the days or dates of your regular periodic statements whether or not you receive a periodic statement

BONUS EARNINGS: 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 transactions or promotions. There may be a limit to the number of Speedy Rewards Points that you can earn in connection with certain Speedway transactions or promotions, as determined by the Speedway and promotional Speedy Rewards Points may have a limited redemption period.

POINT DISCREPANCIES: Points are not earned until they show on your Card Account statement and we reserve the right to retroactively correct errors made in Point awards or calculations. If you think there is a discrepancy in your Points, you must notify us within 60 days of the date of the first statement showing the discrepancy. If you fail to notify us, your statement will be considered accurate, and you will have waived all claims for adjustments. Point discrepancies do not constitute billing errors. Payments on your Card Account are due as provided in your Cardmember Agreement.

REWARDS: Once you become a cardmember and if the Card Account is in good standing, Points are reported to the Speedy Rewards Program and made available for redemption through your Speedy Rewards Account. All terms and conditions pertaining to the Speedy Rewards Program will apply. Speedway is solely responsible for honoring your redemption requests and for all other aspects of the Speedy Rewards Program and Speedy Rewards Account. Speedway may impose additional conditions, restrictions and limitations on redemption and/or expiration of Speedy Rewards Points once the Points are reported to Speedway by First Bankcard. Please see the Speedy Rewards Program terms and conditions for information on Speedy Rewards Points redemption, expiration, forfeiture and other limitations. We are neither responsible for the Speedy Rewards Program nor Speedway’s products, services or decisions, or its refusal to honor redemption requests. We are also not responsible for making Points available in your Speedy Rewards Account, including any decision by Speedway not to credit your Speedy Rewards Account with reported Points. 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.

If your Card Account does not remain in good standing, you will not earn future Points and could lose any Points we previously awarded based on the qualifying purchases, but have not yet been reported to the Speedy Rewards Program. If your enrollment in the Speedy Rewards Program is terminated or cancelled for any reason, we may also cancel your enrollment in the Credit Card Rewards Program. If your enrollment in the Credit Card Rewards Program is terminated or canceled for any reason, you will not be awarded any further Points under the Credit Card Rewards Program and we will not report any further Points to the Speedy Rewards Program. Closing your Card Account (by you or by us) will result in the termination of the Credit Card Rewards Program and any accumulated Points not yet reported to the Speedy Rewards Program may be forfeited. **You will also be required to obtain a new membership card at a Speedway store and call Speedway customer service to have the Speedy Rewards Points transferred to that card.** We may change or terminate the Credit Card Rewards Program in our discretion at any time with or without prior notice to you.

ADDITIONAL RESTRICTIONS: You may not accumulate Points in connection with transactions made in violation of law or your Cardmember Agreement. Purchases or Points cannot be combined with, or transferred to, another account, however, please see the terms and conditions of the Speedy Rewards Program for information about combining and transferring Speedy Rewards Points. Points cannot be redeemed for payment on your Card Account, nor will any accommodation be made for unused, forfeited, discontinued or expired Points. If you fail to pay your Card Account on time or otherwise fail to follow the terms of your Cardmember Agreement, you will forfeit accumulated 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 your Points. Points are not transferable in the event of the cardholder'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.

DISQUALIFICATION; TERMINATION: We reserve the right to disqualify and/or remove any person and/or Card Account from participation in the Credit Card Rewards Program, refuse to award or redeem Points, or close your Card Account at any time, for any reason including, but not limited to, your Card Account being inactive (as such term is defined by us from time to time), your Card Account not being in good standing (as defined above), you have provided false information or you or any other person using your Card Account has violated any of the terms, conditions, and/or purpose of your Card Account and/or the Credit Card Rewards Program, including, but not limited to, fraud, excessive transactions, or other abuse. If such a disqualification is temporary, it may result in the forfeiture of any accumulated Points not already reported. If such a disqualification is permanent, it will result in the forfeiture of any accumulated Points not already reported.

Closing your Card Account (by you or by us) will result in the termination of your enrollment in the Credit Card Rewards Program and any accumulated Points may be forfeited. We reserve the right to suspend, cancel 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), and to amend the Terms and Conditions of the Credit Card Rewards Program at any time. Our decisions regarding the Credit Card Rewards Program are final. If we suspend the Credit Card Rewards Program or your enrollment in it, you may not be awarded any further Points and you may lose all Points previously awarded. If we cancel or terminate the Credit Card Rewards Program or your enrollment in it, you will not be awarded any further Points and you may lose all Points previously awarded. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when you will no longer earn Points and when you must redeem all your accumulated Points.

Your Speedy Rewards Account and your membership in the Speedy Rewards Program will remain in force in accordance with its terms and conditions, even if your Card Account is closed by you or by us, however, you will be required to obtain a new membership card at a Speedway store and call Speedway customer service to have the Speedy Rewards Points transferred to that card.

CHANGES: We reserve the right to change these Terms and Conditions and to limit, modify, delete or otherwise change any aspect of the Credit Card Rewards Program and its rules, restrictions, benefits or features, 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 transactions and Points, and may include, but are not limited to, the type of transactions which qualify for Points, the addition of blackout dates, the imposition of an annual Credit Card Rewards Program membership fee or other fee, or 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. Changes may affect Points that have already been awarded as well as those to be awarded in the future. We may also substitute another credit card 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 are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to your participation in the Credit Card Rewards Program.

AUDITS: We reserve the right to audit your Card 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 redemption of Points for Rewards may be delayed until such discrepancies are resolved.

RELEASE OF INFORMATION: You consent to our release of information about you and your Card 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, 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 as stated herein and you agree to release us and Speedway and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards Program or your use of any Rewards. Further, you agree to these Terms and Conditions by submission of payment or redemption of Points for any transactions 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).

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.

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