

Country Pride® and Iron Skillet® Restaurant Savings Club Promotion
Official Rules
Updated May 1, 2019

1. **Description of Promotion.** . The Country Pride and Iron Skillet Restaurant Savings Club Promotion (the “**Promotion**”) is a program where through multiple visits to participating Country Pride and Iron Skillet restaurants (“**Restaurants**”), Country Pride and Iron Skillet Restaurant Savings Club Members (“**Members**”) can earn credits redeemable for a free entrée, as described below. These Official Rules (“**Official Rules**”) govern the Promotion, which is sponsored by TA Operating LLC (“**TA**”). By using and/or enrolling to participate, you agree to abide by these Official Rules, which are subject to change from time to time and can be found at www.ta-petro.com/savings. Further, you consent to TA’s collection, use and disclosure of your information in connection with Savings Club and the Promotion and in accordance with TA’s privacy policy at <https://www.ta-petro.com/privacy-policy>.

2. **Eligibility.** Any individual who resides in the United States and is 18 years of age or older is eligible. Individuals who are members of the same household can participate in the Promotion, so long as each individual enters individually. TA employees, franchisees, along with their spouses and children who occupy the same household are not eligible. TA reserves the right to determine eligibility, and to disqualify and terminate anyone for any reason, including but not limited to any actions meant to abuse the Promotion, circumvent the Official Rules, or utilize the Promotion in a manner inconsistent with the rules, terms, conditions, or intent of the Promotion or any portion of the Promotion.

3. **Registration and Entry.** Become a Member of the Country Pride and Iron Skillet Restaurant Savings Club (“**Savings Club**”) by registering online at www.ta-petro.com/savings. You must register for the Savings Club before you are eligible to earn Restaurant Visits or redeem any Free Entrées. In some cases, it may take up to 24 hours after you register for the Savings Club for the TA computer system to recognize you as being a Member. Information required includes, but may not be limited to, name, phone number, State of residence, date of birth and email address. You will also be required to create a unique username and password. Providing fictitious, incorrect or false information may result in termination of your account and forfeiture of all benefits. Participation and benefits will be tracked either through your phone number, or if you prefer not to provide your phone number, through a unique ID number generated during the registration process. If you register through the unique ID, you will receive via email a card (“**Savings Club card**”) to print out and hand to your server to track your Restaurant Visits.

4. **Earning Restaurant Visits.** Through December 31, 2019 (the “**Promotion Period**”), Members can earn a “Restaurant Visit” by visiting Restaurants and making a purchase of ten dollars (\$10) or more. Purchases of alcohol, beer, tobacco or gift cards and any applicable taxes or gratuities on purchases are excluded. Restaurant Visits will be recorded using your Savings Club membership information. To record a Restaurant Visit, before paying for your purchase, you must provide your phone number or your emailed card used in connection with your Savings Clubs membership, to your Restaurant server. Restaurant Visits will not be awarded to a Member’s account for purchases made if your card or phone number is not presented prior to paying for a purchase, nor if your card or phone number is presented after a purchase is complete. LIMIT: Members can earn only one (1) qualifying Restaurant Visit during a single visit to a Restaurant and a maximum of two (2) qualifying Restaurant Visits per day during the Promotion Period.

5. **Free Entrées.** After earning six (6) Restaurant Visits during the Promotion Period, Members will be eligible to receive one (1) free entrée at a participating Restaurant (“**Free Entrée**”). To redeem a Free Entrée, you must present your Savings Club membership card, or provide your phone number used in connection with your Savings Club membership, to your Restaurant server prior to payment during your visit. LIMIT: Members can redeem a maximum of one (1) Free Entree per day. Free Entrée will not be awarded if your Savings Club card or phone number is not presented prior to paying for a purchase, or if presented after a purchase is complete. All Free Entrée redemptions must take place within thirty (30) days from the date the Free Entrée is earned (the “Expiration Date”). In the event that you do not redeem your Free Entrée before the Expiration Date, it will expire. The dollar value of each Free Entrée (excluding any applicable taxes or gratuity) will be automatically deducted from your guest check on your next visit to a participating Restaurant, provided such visit takes place prior to the Expiration Date.

6. **General Rules.**

a. TA, in its sole discretion, will resolve all questions or disputes regarding the Promotion, including but not limited to eligibility questions and the provision of benefits. TA reserves the right to terminate, modify, revise, or change the Promotion and the Official Rules, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning Restaurant Visits, redeeming Free Entrées, continued availability of this Promotion, and expiration dates. Changes may result in a reduction or forfeiture of Restaurant Visits or unused Free Entrees.

b. TA and its partners have the right to change, limit, modify or cancel rewards at any time with or without notice to Members. That includes, adding blackout dates, limiting availability for a reward at any participating Restaurants and changing locations.

c. Restaurant Visits and Free Entrées earned have no cash value; you will not be eligible to receive cash or cash equivalents in the event you fail to redeem a Free Entrée prior to its Expiration Date. Restaurant Visits and Free Entrées are non-transferable, and may not be bartered, sold, exchanged, or in any manner transferred with TA's express consent.

d. You only earn Restaurant Visits for purchases that you make and pay for with cash or credit card. Purchases made with points, certificates and/or rewards earned through any of TA's UltraOne® Rewards programs are not eligible towards earning Restaurant Visits.

e. Earning Restaurant Visits and redemption of Free Entrées is subject to all applicable laws and regulations. Benefits and awards may be subject to income or other taxes. Such taxes and all disclosures related thereto are the sole responsibility of the Member. TA is not responsible for, and reserves the right to correct any pricing or typographical errors, errors of description, or errors regarding partners or offers.

f. TA provides the Promotion, and other services and products "As Is" and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose. Under no circumstances, including but not limited to, negligence, shall TA be liable for any direct, indirect, incidental, special or consequential damages arising out of the Promotion or any such other products or services, even if TA has been advised of the possibility of such damages. In the event TA or the Promotion is held liable for any damages related to these matters, your sole and exclusive remedy will be limited to reimbursement for services or products paid for by you to the entity held liable.

g. If TA and/or any Promotion partner or participant improperly denies a Member a Restaurant Visit or Free Entrée, the Member's exclusive remedy shall be the issuance of the improperly denied Restaurant Visit or Free Entrée, or such other alternative comparable benefit as determined by TA, which shall have no liability whatsoever. In no event shall TA or any Promotion partner or participant be liable to any Member, or anyone claiming through a Member, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of TA's or any Promotion partner's or participant's acts or omissions in connection with the Promotion.

h. TA reserves the right to correct any Restaurant Visit calculation or other benefit granted in error. In the event TA improperly denies Restaurant Visit accrual, TA's liability is limited to the proper posting of Restaurant Visits or benefits.

i. TA is not responsible for late, lost, incomplete, or misdirected information or communications; computer system, phone line, electronic equipment, computer hardware, software or program malfunctions, or other errors; failures or delays in computer transmissions or network connections; or for any other technical problems. TA is not responsible for incorrect or inaccurate information, whether caused by Members or by any of the equipment or programming associated with or utilized in the Promotion, or by any technical or human error which may occur in the processing of Restaurant Visits and account information. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, TA RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**

j. This Promotion is governed by the laws of the United States and the State of Ohio, without respect to conflict of law doctrines. As a condition of participating, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Ohio having jurisdiction. Further, in any such dispute, under no circumstances will participants be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than your actual out-of-pocket expenses, and you further waive all rights to have damages multiplied or increased.