

UltraONE® Coach Driver Rewards Club Program Official Rules – January 1, 2019

Description of Program

1. The UltraONE Coach Driver Rewards Club Program (the “Program”) is a program where members who have enrolled in the Program prior to June 1, 2017 can earn and obtain points (“UltraONE Points”) which are redeemable for various benefits, merchandise and prizes. These Official Rules (“Official Rules”) govern the Program which is sponsored by TA Operating LLC (“TA”) d/b/a TravelCenters of America® (“TravelCenters”) and Petro Stopping Centers® (“Petro”).
2. TA has mailed an UltraONE Coach membership card (“Card”) to each member who has completed enrollment in the Program prior to June 1, 2017. No new members will be enrolled in the Program after such date.
3. By using and/or enrolling and by providing your individual information, you agree to abide by the current Program Official Rules, which are subject to change from time to time and can be found at www.ultraonerewards.com (the “Website”). Further, you consent to TA’s collection, use and disclosure of your information in connection with the Program and in accordance with the privacy policy on www.ultraonerewards.com.
4. TA, in its sole discretion, will resolve all questions or disputes regarding the Program, including but not limited to eligibility questions and the provision of benefits. TA reserves the right to terminate, modify, revise, or change the Program and the Official Rules, in whole or part, at any time with or without notice. Changes may revise, for example, rules for earning or using UltraONE Points, continued availability of Program awards, expiration dates, program partners and the features of special offers. Changes may result in a reduction in the value of UltraONE Points, meal credits or Certificates (as such term is hereafter defined) already accumulated, and may also result in forfeiture of unused UltraONE Points, Certificates or meal credits.
5. Further, TA and its partners have the right to change, limit, modify or cancel rewards and reward levels at any time with or without notice to members. That includes, but is not limited to: increasing or decreasing levels or number of UltraONE Points received for every gallon (or equivalent) of diesel fuel purchased, increasing or decreasing levels or number of UltraONE Points received per amount spent at all participating TA Truck Service® shops, or required for a reward, changing the types of rewards, adding blackout dates, limiting availability for a reward at any participating Location (as such term is defined below) and changing locations served by TA. In the event that any of these conditions occur, members may not be able to obtain certain rewards. You should check the latest Official Rules on the Website.
6. UltraONE Points, Certificates, meal credits or awards are not redeemable for cash, and may not be transferred, purchased, sold, or bartered.
7. You must take proper care to protect your account and account information. This includes but is not limited to regularly checking transactions, keeping the Card in a safe place at all times, not sharing the Card, pin number (“PIN”) or any account information with others, properly exiting a Kiosk when finished using it, and keeping Certificates in a secure place. If you suspect suspicious activity on your account please contact customer service immediately at 1-800-632-9240. Please note that for security reasons, UltraONE customer service is not permitted to provide account numbers over the phone. PIN numbers will be provided over the phone only with a valid account number and other verification information.

Eligibility

1. TA reserves the right to disqualify anyone and terminate any member for any reason, including but not limited to any actions meant to abuse the Program, circumvent the Official Rules, or utilize the Program in a manner inconsistent with the rules, terms, conditions, or intent of the Program or any portion of the Program.
2. A member wishing to earn or redeem UltraONE Points, meal credits or other Program rewards or benefits must have a Card in his or her name or must use the telephone or cell phone number registered to the member’s account (“Account Phone Number”) and activated PIN. This includes but is not limited to team drivers – including legally married couple teams – who must each have a separate Card or a separate Account Phone Number and activated PIN.

Earning UltraONE Points

1. Members earn UltraONE Points at participating TravelCenters and Petro locations (each a “Location” and collectively the “Locations”). Your account must be active and presented for all purchases and visits in order to receive UltraONE Points. UltraONE Points will not be issued for purchases or visits made only if your account is active and if at the time of your purchase or visit you (i) present your Card or (ii) enter your Account Phone Number and PIN. No credit will be awarded for a visit to a Location unless you confirm the arrival of your group at the TravelCenters or Petro travel store pay point and you swipe your Card at a Kiosk or enter your Account Phone Number and PIN at the time you arrive and at the time you leave a Location. If you swipe your Card at a Kiosk or enter your Account Phone Number and PIN upon arriving at a Location but do not swipe your Card or enter your Account Phone Number and PIN at a Kiosk upon leaving the Location, you will be awarded two hundred fifty (250) UltraONE Points for the visit. When paying for fuel or DEF at the pump, your Card must be swiped or your Account Number and PIN entered at the appropriate time at the pump in order to earn UltraONE Points.
2. UltraONE Points are earned as follows:
 - o Diesel Fuel and DEF: Drivers earn One (1) UltraONE Point for every gallon (or equivalent) purchased.

- TA Truck Service Shops: Drivers earn One (1) UltraONE Point per dollar spent, except for purchases made on a National Tire Account. Work orders that include new tires or retread tires purchased on a National Tire Account earn two hundred (200) UltraONE Points per tire purchased; no other products or services purchased on a National Tire Account work order qualify for UltraONE Points.
- Location Visits: Drivers and Guides earn UltraONE Points for each group visit to a Location between the hours of 5:00:00 a.m. and 10:59:59 p.m. local time, as follows:
 - Visits lasting 1 – 14 minutes earn two hundred fifty (250) UltraONE Points.
 - Visits lasting 15 – 29 minutes earn one thousand (1,000) UltraONE Points.
 - Visits lasting 30 minutes or longer earn three thousand (3,000) UltraONE Points.

For purposes of earning UltraONE Points, a “group” is defined as twenty-five (25) or more passengers who exit the bus on which they are traveling and enter the Location. UltraONE Points earned for visits to a Location will be added to your account only if you confirm the arrival of your group at the TravelCenter or Petro travel store pay point and swipe your Card or enter your Account Number and PIN when you arrive and when you leave the Location between the hours of 5:00:00 a.m. and 10:59:59 p.m. local time. If you forget to swipe your Card or enter your Account Number and PIN upon leaving the Location, you will only receive two hundred fifty (250) UltraONE Points.

3. The following limitations on earning UltraONE Points apply to all members:
 - Driver Members will earn UltraONE Points on only two (2) diesel fuel/DEF purchases per day.
 - Driver Members will earn UltraONE Points on only three (3) truck service shop transactions per day.
 - Driver and Guide Members will earn UltraONE Points on only three (3) visits to a Location per day. Drivers and Guide Members must leave and return to a Location later in the day in order to qualify as a visit eligible to earn UltraONE Points.

UltraONE Points will not be awarded for any transactions in excess of these per day transaction limits.

4. You only earn UltraONE Points for purchases/transactions that you make and pay for and visits that you make to a Location. You may not share Cards, have UltraONE Points allocated to other members, transfer awards/benefits or receive UltraONE Points, meal credits or any rewards from other members. By participating, you agree not to attempt to gain or accept UltraONE Points or meal credits from purchases or visits made by other members. Neither UltraONE Points nor meal credits are redeemable for cash. TA reserves the right to reduce or eliminate UltraONE Point balances at its sole discretion due to improper use of the Program. TA further reserves the right to cancel and restrict future membership in the Program due to improper use of the Program. TA’s employees are prohibited from issuing UltraONE Points for purchases not made and paid for or visits not made by the member.
5. UltraONE Points will not be issued for purchases of tobacco, beer, alcohol, gift certificates, labor for tires installed on a National Tire Account, used tires purchased on a National Tire Account, or on Freightliner or Delco warranty repair work. UltraONE Points will not be issued on the amount of any discounts, gratuities, sales tax on items purchased or for any purchases made using Certificates.
6. Only the main driver of a motor coach driver team who is an UltraONE Coach Club member and is listed on the manifest will be eligible for UltraONE Points.
7. A member must contact customer service at 1-800-632-9240 within twenty-four (24) hours of swiping a Card or entering his/her Account Phone Number and PIN if he/she believes that UltraONE Points were not properly issued to his/her account after making a qualified purchase. UltraONE Points will not be added to an account if a member fails to contact customer service within such time period.

Expiration of UltraONE Points

1. UltraONE Points, any available meal credits (as discussed below), special offers, and any other rewards of any type existing in a member’s account will automatically expire if no activity is recorded on a Card for a period of 180 consecutive calendar days, and the member’s account status will then be set to inactive. Activity is defined as a Certificate being printed or UltraONE Points being added via a qualifying purchase or visit. In order to earn and redeem points an account must be active. A Card can be reactivated by contacting UltraONE toll-free at 1-800-632-9240.

Redeeming UltraONE Points

1. UltraONE Points and other rewards can be redeemed at Kiosks located at all Locations. UltraONE Points are redeemed by scanning or swiping your Card and entering your birthday (MMDDYYYY) or by entering your Account Phone Number and PIN, and then choosing a redemption award. After selecting the award, a Certificate can be printed. Certificates cannot be produced by any other method. Certificates and other rewards have no cash value. UltraONE Points can also be redeemed using the TruckSmart® mobile app for purchases of Interstate Speedzone WiFi (TA’s network of WiFi hotspot locations). In addition, UltraONE Points can be used to pay, in full or in part, for merchandise made available for purchase through the Website (“Website Purchases”).
2. Certificates can be produced at Kiosks provided that there are enough UltraONE Points in the account to cover the amount or reward requested.

3. A valid commercial driver's license ("CDL") MUST be presented when redeeming \$25 or more in rewards or Certificates of any type. Additionally, TA reserves the right to request, and members shall be required to present, a valid CDL when redeeming rewards or Certificates of less than \$25. In either case, the name on the CDL must match the name on the rewards or Certificate. TA reserves the right to deny and keep rewards or Certificates that are presented but do not match the name on the CDL.
4. Certificates and rewards printed at TravelCenters locations in Canada must be redeemed at TravelCenters locations in Canada. Certificates and rewards printed at Locations in the United States must be redeemed at Locations in the United States.
5. TA is not responsible for any lost or stolen Certificates or rewards. UltraONE Points and other rewards cannot be credited back to an account if they are lost or stolen. Once a Certificate or reward is printed, it will not be credited back to the account under any circumstances.
6. A Certificate is valid for twenty-four (24) hours from the time it is printed, after which time such Certificate expires and all value thereon is forfeited.
7. Certificates cannot be redeemed for diesel fuel; gasoline; beer; alcohol; gratuities; cash or cash equivalents; gift cards; prepaid cards; bill payments; INPulse payments and deposits relating to wireless services; lottery tickets; parking fees; PrivaCash; or casino credits.
8. Change will not be provided for any Certificate produced that exceeds the total amount of the transaction. Any Certificate value over the amount of the transaction will be forfeited.
9. You are responsible for any applicable taxes on the receipt of UltraONE Points, meal credits, or on purchases made using UltraONE Points, Certificates or other rewards. UltraONE Points, Certificates and other rewards are not redeemable for cash, and are not transferable.
10. Purchases (including Website Purchases) made with UltraONE Points, Certificates or rewards may be returned for exchange only (i.e. no cash refunds). TA will not credit UltraONE Points or rewards back to the Program account for returned merchandise. TA will not issue UltraONE Points or reward credits for returned merchandise.
11. Rewards are subject to availability and subject to change. Conditions or restrictions specified by TA or the providing company, sponsor, or promoter will be observed. TA is not responsible, and assumes no liability, for changes or discontinuances of rewards or the availability of such rewards.
12. There may be separate rules governing the awarding and redeeming of UltraONE Points through other retailers or consumer product companies, if applicable. Those rules will be posted on the Website.

Meal Credits

1. One (1) meal credit is added to an account when a Driver or Guide member complies with all of the requirements set forth in this paragraph 1 for call-ahead dining reservations and group meals of twenty-five (25) or more passengers at participating TravelCenters or Petro sit-down restaurants or TravelCenters or Petro fast-food restaurants. Reservations must be made at least ninety (90) minutes prior to arrival at a Location using the Call Ahead Dining Reservation line (1-800-632-9240) between the hours of 8 a.m. and 11:00 p.m. central time. Driver and Guide member numbers must be provided at the time the reservation is made. Each member must swipe his/her Card or enter his/her Account Phone Number and PIN at a Kiosk at the time of arrival, check in at the travel store, swipe out or enter his/her Account Phone Number and PIN at a Kiosk and the group of twenty-five (25) or more passengers must have dined at the participating Location's sit-down or fast-food restaurant between the hours of 6:00 a.m. and 8:00 p.m. local time at the Location and spent a minimum of thirty (30) minutes at the Location in order to receive a meal credit. Meal credits will be added to a member's account within twenty-four (24) hours after the group has dined.
2. There is no limit to the number of meal credits that may accumulate on a member's account at any one time. Each meal credit expires thirty (30) days after the date the credit is added to the member's account.
3. One (1) meal credit is redeemed by printing one (1) meal certificate good for up to \$10.00 off a meal at any participating Location's sit-down or fast-food restaurant. Meal certificates expire twenty-four (24) hours after they are printed. TA reserves the right to request that the corresponding Card or CDL be presented at the same time a meal certificate is redeemed. Change will not be provided for a meal certificate that exceeds the total amount of the meal transaction. Members are responsible for paying applicable taxes and gratuity.
4. No more than three (3) meal credits can be redeemed from the same Card in one (1) 24-hour period.

Lost or Stolen Cards

1. If your Card is lost or stolen, immediately contact UltraONE toll-free at 1-800-632-9240. Your lost or stolen Card will be de-activated and all UltraONE Points and meal credits and rewards can be credited to a new Card.
2. When transferring to a new Card as a result of a lost or stolen Card, you will be required to verify certain account information. An account balance transfer to a new Card will not be issued unless proof of identity is confirmed. TA reserves the right to charge a fee for replacement Cards.

Special Offers

1. TA or vendor partners of TA may periodically offer Program members the opportunity to earn additional UltraONE Points on their account when making purchases of specified goods or services during specified promotional time periods.
2. Special offers, if any, are valid only at participating Locations.

3. Prior to printing a Certificate for a special offer (“Special Offer Certificates”), you must check to ensure the products you are purchasing are available for retail sale at the Location where you are redeeming the Special Offer Certificate.
4. TA or the vendor partner specifies special offer rewards for qualifying purchases at participating Locations. The individual purchase requirements will be posted on the Kiosks, the Website, or through other promotional materials at the Locations.
5. Special Offer Certificates must be redeemed within twenty-four (24) hours from the time that the Special Offer Certificate is printed.
6. Special Offer Certificates cannot be used in conjunction with a National Tire Account purchase.

IMPORTANT NOTICES

1. TA provides the Program, these and other materials, 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 Program 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 Program 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.
2. Earning UltraONE Points, rewards, and meal credits and redemption of awards 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 shall not be responsible for correspondence lost or delayed in the mail. 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.
3. If TA and/or any Program partner or participant improperly denies a member UltraONE Points or some other benefit, the member’s exclusive remedy shall be the issuance of the improperly denied UltraONE Points, credit, award or benefit if available, or such other alternative comparable benefit as determined by TA, which shall have no liability whatsoever. In no event shall TA or any Program 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 Program partner’s or participant’s acts or omissions in connection with the Program.
4. TA reserves the right to correct any UltraONE Point value or other benefit granted in error. In the event TA improperly denies UltraONE Points accrual or membership benefits, TA’s liability is limited to the proper posting of UltraONE Points or benefits.
5. TA is not responsible for late, lost, incomplete, or misdirected entry 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 entry information, whether caused by members or by any of the equipment or programming associated with or utilized in the Program, or by any technical or human error which may occur in the processing of UltraONE Points and account information. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM 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.
6. This Program 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 Program, 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 member’s actual out-of-pocket expenses, and member further waives all rights to have damages multiplied or increased.

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