

Terms And Conditions  
Quality Perks Card

Quality Oil Company

This document describes the Quality Perks Loyalty Program (“Program”) for the Quality Perks Card (“Card”) Terms and Conditions. The Program may be modified, revised or terminated by Quality Oil Company, LLC. (“Quality”) at any time with or without notice and is subject to: (i) the general provisions attached hereto as Exhibit A; and (ii) applicable governmental requirements.

Perks Card Discounts

By swiping the Card, presenting the Card, or providing the cardholder’s phone number associated with the Card at a participating Quality Mart, Quality Plus, or GOGAS station (“Station”) for purchases cardholders may receive a discount on products pre-assigned by the product manufacturer or by Quality Oil Company from the posted retail price for the product. Discounts are only available on designated products assigned by Quality and cannot be applied to any other products or services, unless noted by Quality. Program offers and discounts will expire based upon the length of term of the offer and discount, clearly stated on station level signage or digital communications. Discounts associated with the Program may be additive with discounts from other Quality programs. Ask a store associate for details about eligible purchases and ‘stacking’ discounts.

EXHIBIT A [General Provisions]

By using the Perks Card, I authorize Quality Oil Company, and its subsidiaries and affiliates, (collectively “Quality”) to exchange information about me and my account(s), so that I can receive the benefits of the Program, and so that Quality can further inform me of additional information, offers and opportunities. In addition to the foregoing, I agree and acknowledge that my participation in the Program is subject to the following general terms and conditions (the “General Provisions”), all of which are incorporated into the Program by this reference:

**GENERAL.** By enrolling in, or otherwise participating in, the Program, I acknowledge that I have read and understood the Program and these General Provisions and I agree to be bound by all terms and conditions contained in both the Program and these General Provisions (collectively, “Terms”). If at any time I do not agree with any of the Terms, I understand that I am entitled to un-enroll from the Program by contacting Quality’s Customer Services by clicking here. These Terms constitute a legally binding agreement between myself and Quality.

**My participation in the Program and the benefits of the Program are offered at the sole discretion of Quality. I confirm for Quality that I am an eligible participant (as described below) and understand that only eligible participants may enroll or otherwise participate in the Program. By participating in the Program, I agree to receive operational communications about the Program, as well as advertising and marketing material from Quality. I agree that, in order to participate in the Program, it is my responsibility to provide current and accurate contact information for myself.**

**ELIGIBILITY. I acknowledge that the Program for the Perks Card is open to individual United States residents at least eighteen (18) years of age who provide and maintain a valid registered Perks Card, including a valid registered email address and phone number and agree to comply with the Terms. By joining or otherwise participating in the Program, I represent and warrant that I am at least eighteen (18) years of age or older.**

OFFERS. As a Program participant, I acknowledge that I will receive several offers from Quality. Any additional offers received will include additional details and may include additional exclusions and terms. In addition, as a Program participant, I acknowledge that I may receive other communications, such as early notification about upcoming events and sales, from Quality. If at any time I do not want to receive communications from Quality or Quality's affiliates, I understand that I am entitled to unenroll in the Program or unsubscribe from certain communications by unsubscribing from the email, opting out of text messages (SMS), or contacting Quality's customer service.

In the event of any abusive or fraudulent activity related to the Program, and/or a violation of the Terms, as determined by Quality in its sole discretion, Quality reserves the right to make any adjustments to my Program account at any time. Any such adjustments, however, will be made in accordance with the Terms, the Policies, and any applicable laws, rules or regulations. In addition, I understand that Quality reserves the right to change, limit, modify or terminate the Program and/or my account and participation in the Program for any reason or no reason at any time, with or without notice.

**ADDITIONAL TERMS. My participation in the Program and the benefits of the Program are offered at the sole discretion of Quality. I confirm for Quality that I am an eligible participant (as described below) and understand that only eligible participants may enroll or otherwise participate in the Program. By participating in the Program, I agree to receive operational communications about the Program, as well as advertising and marketing material from Quality.**

1. **License.** Subject to the Terms, Quality hereby grants to the participant a non-exclusive, non-transferable license (without the right to sublicense) for so long as such participant has a valid registered Program account and adheres to these Terms, to access, participate in and use the Program and services related thereto. I agree and acknowledge that I do not have any rights other than the rights and licenses expressly granted herein.
2. **Policies.** I agree to comply with these Terms, and all other policies and rules as set forth in Program materials, either in print or online at [perks.QOCNC.com](https://perks.QOCNC.com) (collectively, the “Policies”). The Policies, including any amendments which may be made from time to time, are hereby incorporated by reference into these Terms. Quality may modify these Terms or the Policies at any time, without providing notice to me. The Terms and the Policies as so amended will be posted on [perks.QOCNC.com](https://perks.QOCNC.com), and I understand that my continued participation in the Program or use of [perks.QOCNC.com](https://perks.QOCNC.com) will constitute acceptance of any such amendment.
3. **Privacy Policy.** By enrolling or otherwise participating in the Program, I acknowledge and agree that the information I have provided as a member of the Program will be released to Quality as well as other third parties to carry out the Program on Quality’s behalf and will otherwise be handled in accordance with the applicable provisions of the Quality’s Privacy Policy at [perks.QOCNC.com](https://perks.QOCNC.com).
4. **Jurisdiction and Venue.** THE TERMS OF THE PROGRAM SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NORTH CAROLINA, WITHOUT GIVING EFFECT TO ITS CONFLICT OF LAWS PROVISIONS. YOU AGREE THAT THE STATE OF FEDERAL COURTS LOCATED IN FORSYTH COUNTY, NORTH CAROLINA SHALL BE THE EXCLUSIVE VENUE AND JURISDICTION FOR ANY DISPUTE, SUIT, LIABILITY, DAMAGE, CLAIM OR LOSS ARISING FROM OR IN ANY WAY ASSOCIATED WITH YOUR USE OF, OR ACCESS TO, THE PROGRAM (COLLECTIVELY, (“DISPUTE”). IN THE EVENT OF DISPUTE, YOU SHALL NOTIFY QUALITY SETTING FORTH THE NAME, ADDRESS AND CONTACT INFORMATION, THE FACTS GIVING RISE TO THE DISPUTE AND THE RELIEF REQUESTED. I WILL THEN ATTEMPT TO RESOLVE THE DISPUTE THROUGH INFORMAL NEGOTIATIONS WITHIN SIXTY (60) DAYS WITH QUALITY FROM THE DATE OF MY NOTICE OF DISPUTE AFTER WHICH I MAY COMMENCE LITIGATION.
5. **Class Action Waiver.** NO DISPUTE MAY BE JOINED WITH ANOTHER LAWSUIT OR WITH A DISPUTE OF ANY OTHER PERSON/CUSTOMER. ALL PARTIES TO THE SUIT MUST BE INDIVIDUALLY NAMED. THERE SHALL BE NO RIGHT OR AUTHORITY FOR ANY DISPUTE TO BE LITIGATED ON A CLASS ACTION OR CONSOLIDATED BASIS OR BASES INVOLVING A DISPUTE BROUGHT IN A PURPORTED REPRESENTATIVE CAPACITY ON BEHALF OF THE GENERAL PUBLIC (SUCH AS A PRIVATE ATTORNEY GENERAL ACTION), OTHER PERSONS/CUSTOMERS, OR OTHER PERSONS/CUSTOMERS SIMILARLY SITUATED.
6. **Discretion.** Wherever in this Agreement a matter is stated to be at the “sole discretion” of a Party, the exercise of that discretion is not capable of being challenged in any legal or arbitral proceeding on any grounds whatsoever.

7. **Taxes.** As a member in the Program, I acknowledge and agree to be responsible for any applicable taxes upon receipt of any points in the Program or awards or gifts received based upon my participation in the Program.
8. **Corrections.** Quality is not responsible for, and reserves the right to correct, any pricing or typographical errors, errors of description or errors regarding the Program or any offers related thereto.
9. **Disclaimer.** Quality 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. Quality is not responsible for incorrect or inaccurate entry information, whether caused by members of the Program 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 points in the Program and account information. **CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE, MOBILE APP OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, QUALITY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.**
10. **Indemnity.** I agree to indemnify, defend, and hold harmless Quality and Quality's affiliates from and against any and all liabilities, costs, damages and expenses, including reasonable attorneys' fees, resulting from my actions hereunder, including, but not limited to, the following: (i) breach of any provision of the Terms, Policies or Program; or (ii) unauthorized or illegal acts.
11. **Jury Trial Waiver.** **EACH PARTY HEREBY IRREVOCABLY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY).**
12. **Severability.** If any provision of these Terms and Conditions is unlawful, void or unenforceable, then that provision shall be deemed severable from the remaining provisions and shall not affect their validity and enforceability.
13. **Non-Confidentiality.** Any communication or other information sent to Quality via electronic mail or otherwise in connection with my use of the Program, including but not limited to suggestions, ideas and comments, will be treated as non-confidential and all such information may be used by Quality for any purpose without compensation. Disclosure shall constitute an assignment of all right, title and interest in such information to Quality; provided however, any personal information, such as social security numbers, driver's license, or date of birth will be treated as confidential and not sold to any third party. Quality does reserve the right to use a customer's information for its own or its vendor's

**marketing purposes used in accordance with the applicable provisions of the Quality Privacy Policy.**

If you have questions or concerns regarding any information in this privacy policy, please contact Customer Service:

Contact Us Form – [Click Here](#)

You may also write to us at:

Quality Oil Company  
Attn: Quality Perks Customer Service  
P.O. Box 2736  
Winston-Salem, NC 27127

This policy was last updated on 05/21/2018.