

Beach Bonus®
Fuel Rewards Program
Conditions of Participation
Updated December 1, 2010

1. The Bonus Plan

These Conditions of Participation govern participation in the Beach Bonus Fuel Rewards Program. It is the cardholders' responsibility to read and understand these Conditions of Participation and to monitor the Jack's Country Store website (www.jacskcountrystore.com) to determine if there have been any changes. No rights of any kind accrue in the Beach Bonus Fuel Rewards Program except as specifically defined herein. There are no exceptions to these Conditions of Participation except for those set out in this document. Jack's Country Store reserves the right to interpret and apply these Conditions of Participation in its sole discretion. The Beach Bonus Fuel Rewards Program may be modified by Jack's Country Store at any time, or terminated with 60 days' notice.

2. Participation

Jack's Country Store offers participation benefits. Beach Bonus cardholders must register their cards online at www.rollbackrewards.com to receive all available participation benefits. Each cardholder account must be enrolled separately. Enrollment in the Beach Bonus Fuel Rewards Program requires each individual to provide his/her name, address, phone contact, birth date, and email address. The enrollment process must be completed by the prospective participant himself/herself, unless the prospective participant is a minor, in which case the parent or legal guardian may complete the enrollment process. Unauthorized agents or brokers may not create or manage Beach Bonus accounts for others. If Jack's Country Store becomes aware that a participant or a third party has misrepresented his/her identity in order to enroll in Beach Bonus Fuel Rewards Program or perform a Beach Bonus redemption transaction, Jack's Country Store may, in its sole discretion, void the transaction.

3. Earning Beach Bonus Fuel Rewards

Beach Bonus fuel rewards can be accrued by purchasing selected qualifying items of merchandise at Jack's Country Store.

Jack's Country Store reserves the right to amend or delete any or all of the means currently recognized for accruing Beach Bonus rewards and to exclude specific types of transactions from the accumulation of fuel rewards.

Fuel discount rewards will be accrued only to the Beach Bonus Fuel Rewards Program account of the participant who actually purchases goods or services and whose name appears on the participation enrollment.

It is the responsibility of the participant to retain receipts of qualifying transactions until Beach Bonus fuel discount credit appears on a Participant statement.

The participant must notify Jack's Country Store of any discrepancies in his or her participation statement within sixty days of the activity date. Requests for retroactive credit may be made in person to the cashier on duty at the service desk at Jack's Country Store during regular business hours.

4. Additional Fuel Reward Achievement

Jack's Country Store may offer participants limited-time opportunities to accrue additional Beach Bonus fuel rewards to their Beach Bonus Fuel Rewards Program accounts for redeeming fuel rewards at levels established by Jack's Country Store.

Additional rewards will be credited according to the current schedule of Beach Bonus Fuel Rewards Program achievement.

5. Redeeming Beach Bonus Awards

Jack's Country Store reserves the right to establish redemption rules affecting additional fuel rewards. Such criteria are subject to change at Jack's Country Store's sole discretion without notice. The amount of Beach Bonus fuel reward redemption required to earn an award shall be that fuel discount rate set by Jack's Country Store when earnings are redeemed for the award,

not when earnings are accrued. Notifications or changes concerning the procedures for redeeming Beach Bonus Fuel Rewards, accruing rewards, additional fuel reward achievement, and participation rules will be published by Jack's Country Store and will be available at www.jackscountrystore.com. Participants will be deemed to accept these Conditions of Participation, in their then-current form, each time they redeem Beach Bonus Fuel Discount Program earnings for a fuel discount, regardless of the award levels and rules in effect at the time the discount awards were accrued.

Changes in award levels, or Beach Bonus Fuel Discount Program procedures and rules may affect the manner in which earnings are redeemed for awards or the discount redemption level needed to obtain an award, regardless of the award levels and rules in effect at the time the awards were accrued.

If Jack's Country Store becomes aware that a participant or a third party has misrepresented his/her identity in order to perform a Beach Bonus transaction, Jack's Country Store may, in its sole discretion, void the transaction. Beach Bonus fuel discount awards issued, transferred or obtained in violation of these Conditions of Participation may be voided, in Jack's Country Store's sole discretion. The participant shall be liable for the full, unrestricted value of awards issued as a result of improper or fraudulent transfers or otherwise in violation of these Conditions of Participation. Jack's Country Store shall not be responsible for any inconvenience, damage or loss incurred by the participant if redemption is interrupted or a discount reward is invalidated due to violation of these Conditions of Participation. Jack's Country Store reserves the right to deactivate the Beach Bonus account and/or remove the rewards from the account of any participant who violates these terms until liability is fulfilled, and all other rights under applicable law to enforce these Conditions of Participation.

6. Changes to the Conditions of Participation and Participant Accounts

Jack's Country Store may terminate the Beach Bonus Fuel Rewards Program sixty days after publishing notice of program termination on www.jackscountrystore.com.

Jack's Country Store may, in its sole discretion, amend the Beach Bonus Fuel Rewards Program Conditions of Participation, including terminating any cardholder's ability to redeem fuel discount rewards already accrued, at any time.

Any and all changes in the Conditions of Participation are retroactive and apply to all previously accumulated rewards.

7. Account and Discount Reward Expiration

Beach Bonus fuel discount rewards expire on the last day of the month following the month in which they were earned.

8. Account Information

Jack's Country Store does not mail paper Beach Bonus Fuel Rewards Program statements or notices. Cardholders may elect to view the current status of their accounts at www.rollbackrewards.com.

9. General Terms and Conditions

Awards or accrued fuel discount rewards do not constitute the property of the participant to whose Beach Bonus Fuel Rewards Program account the discounts have been posted. However, awards or accrued discounts do provide the participant with an option to exchange such awards for fuel discounts at the redemption level in effect at the time of redemption (not at the time of accrual).

Jack's Country Store reserves the right to audit Beach Bonus Fuel Rewards Program accounts at any time and without notice to the participant to ensure compliance with these Conditions of Participation. In the event that an audit reveals discrepancies or violations, the processing of Beach Bonus Fuel Rewards Program awards, discount accrual or redemption of accrued discounts may be suspended until the discrepancies or violations are resolved to Jack's Country Store's satisfaction. Jack's Country Store reserves the right to terminate the participation and/or suspend access to the fuel discount balance of any participant at any time for any reason it deems appropriate.

No benefit of Beach Bonus Fuel Rewards Program may be sold, purchased, or bartered. Fuel discount rewards or other benefits of Beach Bonus Fuel Rewards Program participation that are sold, purchased or bartered, and discount awards that are obtained from any unauthorized source may be voided, in Jack's Country Store's sole discretion. Attempts to purchase, sell or barter these products or benefits shall be considered an act of fraud against Jacks Country Store. The participant and/or the redeemer shall be liable for the full, unrestricted value of awards issued as a result of improper or fraudulent transfers or otherwise in violation of these Conditions of Participation. Jack's Country Store reserves the right to deactivate the Beach Bonus Fuel Rewards Program account of any participant involved in such activities until liability is fulfilled.

In the event a Beach Bonus Fuel Rewards Program participant violates these Conditions of participation, perpetrates a fraudulent or deceitful act against Jack's Country Store, any of its customers, or engages in behavior offensive to Jack's Country Store's employees, partners or customers, Jack's Country Store may, without notice and in its sole discretion, suspend the Beach Bonus Fuel Rewards Program participant's account; terminate participation in the Beach Bonus Fuel Rewards Program; cancel all previously accumulated fuel discount awards; refuse to sell any product or provide any service; and/or confiscate any fuel discount awards previously issued. Jack's Country Store reserves its right to seek all available damages at law and in equity that may result from a participant's violation of these Conditions of Participation.

10. Privacy

Jack's Country Store may use lists of Beach Bonus Fuel Rewards Program participants' names and mailing addresses to provide offers from Jack's Country Store. Jack's Country Store does not share customer information with third parties.

11. Limitations on Damages

IN NO EVENT SHALL JACK'S COUNTRY STORE, OR ITS RESPECTIVE OFFICERS, DIRECTORS AND EMPLOYEES BE LIABLE TO ANY PARTICIPANT, OR ANYONE CLAIMING THROUGH A PARTICIPANT, FOR ANY DIRECT, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF ACTS OR OMISSIONS BY JACK'S COUNTRY STORE OR ANY BEACH BONUS FUEL REWARDS DISCOUNT PROGRAM PARTICIPANT IN CONNECTION WITH THE

BEACH BONUS FUEL REWARDS PROGRAM. IF JACK'S COUNTRY STORE IMPROPERLY DENIES A PARTICIPANT FUEL DISCOUNT REWARD OR SOME OTHER BENEFIT, THE PARTICIPANT'S EXCLUSIVE REMEDY SHALL BE THE ISSUANCE OF THE IMPROPERLY DENIED AWARD OR BENEFIT, IF AVAILABLE, OR SUCH ALTERNATIVE, COMPARABLE BENEFIT AS DETERMINED BY JACK'S COUNTRY STORE IN ITS SOLE DISCRETION.

12. Jack's Country Store Partners Terms and Conditions

In addition to Jack's Country Store's Conditions of Participation and Program Guidelines, Jack's Country Store's Beach Bonus Fuel Rewards Program Partners may have their own policies and rules that affect members' Beach Bonus Fuel Rewards Program benefits. It is incumbent upon members to check directly with the particular Beach Bonus Fuel Rewards Program partner to obtain additional terms, conditions or restrictions.

Contact Beach Bonus Fuel Rewards Program partner Fueland at www.rollbackrewards.com for additional information.