

# LASSUSGO REWARDS PROGRAM – United States

## TERMS OF USE

Effective Date: May 20, 2020

IMPORTANT - READ CAREFULLY. These Terms of Use (“Terms”) form a binding contract between you, (“YOU”) and Lassus Bros. Oil, Inc. (“we” or “us” or “our”).

By clicking “SIGN UP” or “LOG IN” or “LOGIN” buttons or other button in-app or on the [Lassus website](#) you are consenting to these terms and you agree to all of the provisions it contains.

### **IF YOU DO NOT AGREE TO THESE TERMS DO NOT PARTICIPATE IN THE LASSUSGO REWARDS PROGRAM.**

The LASSUSGO™ REWARDS PROGRAM (“LASSUSGO”) is operated by us on behalf of participating Lassus stores in the United States.

We reserve the right to change, modify, and/or eliminate LASSUSGO, and/or all or any portion of these Terms or any policy, FAQ, or guideline pertaining to LASSUSGO at any time at our sole discretion. Any changes or modifications will be effective immediately upon posting the changes which may be accessed through the [Lassus website](#) and through the Lassus mobile application (“Lassus App”). You waive any right you may have to receive specific notice of such changes or modifications, except as required by law. Your participation in LASSUSGO confirms your acceptance of these Terms and any changes or modifications to these Terms. You should review these Terms and our policies and FAQs frequently to understand the terms that apply to LASSUSGO.

LASSUSGO is intended for individual use only. To participate you must be a legal resident of the United States. This program is not targeted toward, nor intended for use by, anyone under the age of 16. If you are between the ages of 16 and the age of majority, you may only participate in LASSUSGO under the supervision of your parent or legal guardian who agrees to be bound by these Terms. You may be required to provide proof of your parent’s or legal guardian’s agreement to these Terms at any time. Membership in LASSUSGO is complimentary.

Your LASSUSGO account is personal to you, and you may only have one LASSUSGO account. Your LASSUSGO REWARDS may not be sold, transferred, assigned to, or shared with, family, friends or others.

If we discover that you have more than one account, we may terminate any and all of your accounts, and you shall immediately forfeit all Points and Rewards. You are responsible for ensuring that no unauthorized person has access to your account or your physical LASSUSGO card (“Card”). You are responsible for all activity on your LASSUSGO REWARDS account.

The LASSUSGO Card and Digital Card Programs are administered separately by other companies (PDI and ZipLine). See their websites for their additional policies.

Some Lassus locations may not participate in LASSUSGO REWARDS. Ask the cashier or call ahead and find out to confirm if you can earn Points or redeem Rewards at the store, prior to placing your order or starting the transaction process. Some features of the LASSUSGO REWARDS program, such as the ability to scan your digital card (“MOBILE ID”), may not be available at Indiana stores.

The LASSUSGO REWARDS Program is one way in which Lassus rewards and thanks loyal customers for purchasing products and services from Lassus stores. Members of LASSUSGO

REWARDS are eligible to receive “Rewards” based upon the number of “Points” that the member earns and their account activity.

## How to Enroll

To begin earning Points and Rewards when purchasing any of our products, you can enroll at the [Lassus website](#) or through the Lassus App. You will not be able to enroll through any other means and you will need to agree to these Terms of Use to participate.

As a condition of membership, you will be asked to provide a valid email when you enroll, which we will use to contact you about your account, Point balance, available Rewards and otherwise as permitted by law. We may also send you such account information via the Lassus App if you choose to receive push notifications.

## Privacy and Communications

**Privacy.** Your privacy is important to us. We provide a Privacy Statement that explains our information practices and the choices you can make concerning the use and disclosure of your personal information. Click [here](#) to view ONI’s Privacy Statement which forms a part of these Terms.

**Communications.** We will send you messages and the Rewards related to your account to the e-mail address that you provide in your account or through the push notifications in the Lassus App. You may also receive a notification during the checkout process at a Lassus store.

You may also sign up to receive promotional messages sent to you by email, push notifications, or other computer electronic messaging, either on the [Lassus website](#) or in the Lassus App. You may unsubscribe from promotional commercial messages at any time by changing your preferences in your account, opting out via the unsubscribe link at the bottom of your email, or by following the opt-out instructions to other computer electronic message as specified in the message. Even if you opt out of receiving promotional messages, you understand and agree that we may continue to send you messages concerning your account.

## Linking your Card: Digital and Plastic

Once you have successfully enrolled in LASSUSGO REWARDS in the Lassus App, you will be assigned a digital loyalty account (“Consumer ID”) accessible via both the Lassus App and the [Lassus website](#) upon login. You may choose to link your Consumer ID to your Card that you can obtain from any participating Lassus store. Once your Consumer ID is linked to your Card, the Card can then be used as identification when earning and redeeming Points and Rewards at participating Lassus stores. If you pick up and use an unregistered Card at a store, you have the ability to earn Points on the associated transaction. If you lose an unregistered Card, you forfeit all Points and Rewards. Earned Points and Rewards will remain on your account if you lose your Registered Card.

## Earning Points and Rewards

To earn Points, you must identify yourself as a LASSUSGO REWARDS member by either providing the phone number (“Alternative ID” or “Alt ID”) used when registering for LASSUSGO REWARDS, scanning your physical Card’s barcode, scanning digital Card in the Lassus App, or swiping your Card before completing a purchase. If you have linked a LASSUSGO Debit + Rewards Card to your account and you use Lassus Mobile Pay, your LASSUSGO REWARDS member status will automatically be recognized. You will need to select Yes or No to the pump prompt asking if you’d like to redeem your cents back rewards, if applicable.

As a LASSUSGO REWARDS member, you can earn Points on all eligible items that you purchase at participating Lassus stores, inside the store.

For every one dollar (\$1) you spend at a participating Lassus store on eligible products, you will be awarded twenty (20) Points. Generally Points are automatically added to your account within twenty-four (24) hours. Points are awarded based on your total purchase (less the exclusions listed below), prior to sales and discounts.

For every one (1) doughnut you purchase at a participating Lassus store, you will be awarded 50 Points. For every one (1) fountain drink you purchase at a participating Lassus store, you will be awarded 100 Points. For every one (1) coffee you purchase at a participating Lassus store, you will be awarded 100 Points. For every one (1) cappuccino you purchase at a participating Lassus store, you will be awarded 125 Points. For every one (1) milk gallon you purchase at a participating Lassus store, you will be awarded 125 Points. For every one (1) loaf of bread you purchase at a participating Lassus store, you will be awarded 125 Points. For every one (1) bag of ice you purchase at a participating Lassus store, you will be awarded 250 Points.

Regarding Elmo's purchases, for each line item on your receipt: For each item you purchase within the snacks & sides category, you will be awarded 200 Points. For each item you purchase within the Breakfast Subs, Sandwiches, and Burritos category, you will be awarded 300 Points. For each item you purchase within the Burgers category, you will be awarded 300 Points. For each item you purchase within the Panini category, you will be awarded 400 Points. For each item you purchase within the 7 Inch Pizza category, you will be awarded 400 Points. For each item you purchase within the 5 Wings category, you will be awarded 400 Points. For each item you purchase within the 6 Inch Subs & Wraps category, you will be awarded 400 Points. For each item you purchase within the Salads category, you will be awarded 400 Points. For each item you purchase within the 14 Inch Pizza category, you will be awarded 400 Points. For each item you purchase within the 10 Wings category, you will be awarded 600 Points. For each item you purchase within the 12 Inch Subs & Wraps category, you will be awarded 600 Points. For each item you purchase within the 15 Wings category, you will be awarded 800 Points. For each item you purchase within the 14 Inch Specialty Pizzas category, you will be awarded 1000 Points. For all other items you purchase, you will be awarded 20 Points for every \$1 spent.

Regarding Higher Grounds purchases, for each Short drink you purchase, you will be awarded 200 Points. For each Tall drink you purchase, you will be awarded 300 Points. For each Vasto drink you purchase, you will be awarded 400 Points.

Some exclusions apply. You cannot earn Points on purchases of alcohol, cigarettes, fuel, gift cards (including gift card purchases, activations, reloads, transfers, or any other card-to-card transaction), incomm cards, lotto/lottery, and money orders. Taxes, tips, donations, and fees are also excluded and ineligible for Points awards. Orders placed through 3rd party online ordering services are ineligible for Points awards. We may choose to place limits on the number of Points you can earn on a daily and/or monthly basis.

Bonus Points may be awarded based on your performance of certain designated activity or activities. Bonus Points will be awarded as described in a promotional offer or signage and may be subject to additional terms that are stated in the offer.

Once your balance reaches five hundred (500) Points, these Points will automatically be converted into a 5¢ off per fuel gallon Reward, which is a discount coupon that can be used for five cents (\$0.05) off of your future purchase at a participating Lassus store. The 5¢ off per fuel gallon Reward is unique and associated solely with your Consumer ID for your use only. Your 5¢ off per fuel gallon Reward will be redeemable in local currency. It will have a redemption value of \$0.05 USD.

**IMPORTANT NOTE:** The \$0.05 off per fuel gallon Reward is not a gift certificate. All Points, the \$0.05 off per fuel gallon Reward and all other Rewards are promotional, have no cash value, and may not be exchanged for cash or converted to a gift card balance. Points have no value and may not be exchanged for cash or otherwise, except they are redeemed for Rewards in accordance with

these Terms. The maximum discount value available for redemption in one transaction is \$1 off per gallon of fuel for Rewards. It is recommended to redeem Rewards when they're available, as it's impossible to redeem any Rewards greater than \$1. Rewards are applicable up to 20 gallons of fuel purchased per transaction. The pump will turn off when 20 gallons have been reached in any one transaction and the Reward value will no longer apply. All Points and Rewards will expire on termination of your participation in LASSUSGO REWARDS (whether terminated by you or by us) or termination of the LASSUSGO REWARDS Program altogether, subject only to notice to you that is required by law, if any. All Points will expire after 9 months of inactivity of your account.

## How to Redeem Rewards

To redeem a Reward in the store, you must identify yourself as a LASSUSGO REWARDS member by scanning your digital Card in the Lassus App, scanning your physical Card's barcode, entering your registered phone number (Alternate ID), or swiping a Card before completing your purchase.

To redeem a Reward when paying at the pump, you must identify yourself as a LASSUSGO REWARDS member by entering your registered phone number ("LOYALTY ID") or swiping or scanning a Card before completing your purchase. If you are using Lassus Mobile Pay on the Lassus App, you will automatically be recognized as a LASSUSGO member and will not be required to enter your phone number or swipe your Card after completing the Lassus Mobile Pay process on your device.

You can choose whether you want to apply the Reward (if available) to your current purchase or not. Even if you choose not to redeem a Reward, identify yourself as a LASSUSGO REWARDS member so you can earn more Points and so that the cashier can check to see if there are any other offers you might be eligible for (subject to availability) instead of, or in addition to your Reward.

You may apply up to \$1 in LASSUSGO REWARDS, up to 20 gallons in one transaction, to cover your subtotal balance (after discount is applied but before sales tax). Rewards from your Lassus Debit account may be used in addition to your LASSUSGO REWARDS and Lassus Debit membership must be recognized and accepted before completing the purchase as well.

If a Reward has been redeemed, it will no longer be valid for future purchases.

Once you have received a Reward, you are eligible to use your Reward for any future qualifying purchase prior to its expiration at a participating Lassus store.

In addition to earning Points, you may also be eligible to receive other Rewards on occasion. These are not Point-based offers and may have additional terms and conditions to redeem the offer which will be stated in the Reward.

A notification sent to your email, or noted within your Lassus Rewards member account either in the Lassus App, on the Lassus website, or on your printed receipt will notify you when you have been awarded a Reward that is to ready to be used on a future purchase.

## Void Earn

Any Point or Reward you were awarded from a transaction that is later voided for any reason, shall be deducted from your LASSUSGO REWARDS account balance.

## Earning Suspended

Without notice to you, all earning and redemption activities shall be suspended on LASSUSGO REWARDS accounts that have been "frozen" due to actual or suspected fraudulent activity.

## Missing Points

If you forget or fail to present your Card, Alt ID, or any other method of loyalty ID at the time of the transaction to earn Points or use Rewards on that transaction, you will need to request that the cashier refund that transaction and then restart the transaction process immediately after the initial transaction has processed.

## Expiration of Points, Rewards, Other Rewards, and Termination of Account.

Your 5¢ off per fuel gallon Reward expires sixty (60) days after we issue it to you.

Other Rewards may be subject to additional terms and conditions, including a shorter expiration date, which will be stated on the Reward.

If you don't redeem your Reward by the pre-identified expiration date, the Reward will expire; it will no longer be valid, and it will be deducted from your account.

Any Points you may have earned that are below the five hundred (500) count threshold and have not been converted into a Reward will expire after nine (9) months of inactivity, depending on your last "activity" date ("activity" is defined as any positive change to your member account balance, the earning of any Reward, or any Reward redemption). If your account shows no activity within that period of nine (9) months, the expiration date of all your Points will be reset.

Without notice to you, we reserve the right to terminate or suspend your account in the event that your account is inactive for more than nine (9) months.

## Combining Rewards Offers

Multiple eligible Rewards offers for the same line item can be combined.

## Combining Reward with Other Reward Offers

Reward may be combined with other eligible offers.

## Limitations of Liability and Damages

We make no warranties, express or implied, with respect to LASSUSGO REWARDS including but not limited to any implied warranty of merchantability or fitness for a particular purpose.

By participating in LASSUSGO REWARDS, you agree that we have no responsibility or liability for any expense, loss, cost, injury, damage, or any other matter or thing whatsoever, however suffered or caused directly or indirectly arising out of or related to LASSUSGO REWARDS or these Terms, including without limitation: (i) any failure, delay or decision by us in administering the LASSUSGO REWARDS or these Terms, including amendments thereto; (ii) unauthorized use by any third party of your account or Member ID; or (iii) the loss, theft, or delayed notification of any Points or Rewards issued under LASSUSGO REWARDS or these Terms.

We and you agree that, on any claim arising out of or relating to your participation in LASSUSGO REWARDS or these Terms, to the fullest extent permitted by law recovery of damages shall be limited to actual and direct damages, and may not include any indirect, special, consequential, enhanced, or punitive damages, and we and you both hereby waive the right to seek or recover any indirect, special, consequential, enhanced, or punitive damages. Any liability we may have to you for any negligence, breach of contract or otherwise, is limited to crediting your account with the Points or Rewards so determined to be earned by you.

Unless otherwise required by law, an action or proceeding by you to enforce an obligation, duty or right arising under this Agreement or by law must commence within one year after the cause of action accrues.

**NOTE:** In some jurisdictions the law does not permit limitations on implied warranties or the limitation or exclusion of certain types of damages. If those laws are applicable to you, some or all of the foregoing limitations and waivers may not apply to you. In that event, the limitations and waivers shall be applicable to the fullest extent permitted by law.

## **Extension to Related Entities / Persons and Survival**

These limitations, and waivers are intended to be construed broadly, and shall apply to any and all claims arising out of or relating to your participation in LASSUSGO REWARDS, these Terms, against any entity or person affiliated with the Lassus brand, including but not limited to us, Lassus Bros. Oil, Inc., Higher Grounds, and Elmo's Pizza & Subs; and any of their respective directors, officers, employees, or other representatives. The foregoing arbitration provision, limitations, and waivers shall also survive the termination of these Terms. In the event that any part of these Terms is determined by an arbitrator or court to be invalid or unenforceable, the remainder shall still be given full force and effect, to the fullest extent permitted by law.

## **Governing Law for Participants**

We and you agree that your participation in LASSUSGO REWARDS and these Terms of Use, evidence transactions affecting interstate commerce, which render these Terms of Use subject to the Federal Arbitration Act, 9 U.S.C. §§ 1 et seq.

To the extent permitted by law, these Terms shall otherwise be governed by and construed in accordance with the substantive laws of the State of Indiana without reference to any rules regarding conflicts of law.

## **General**

You have no ownership interest in Points or any Rewards. Use of the word "earn" in marketing materials in relation to LASSUSGO REWARDS shall mean "collect" and shall not infer that the Points or any Rewards have any value until they are redeemed. Points may not be purchased or sold and are not transferable except as otherwise stated herein.

Despite our best efforts to ensure accuracy, errors occasionally occur. We reserve the right to correct such errors at any time even if it affects pending Rewards or Point balance in your account.

In the event of any inconsistency or discrepancy between the Terms or other statements contained in any related materials or advertising, the terms of the then-current Terms shall prevail, govern and control.

To cancel your membership at any time, please call customer support at 1-844-LASSUSGO or 1-844-527-7874. Your membership in LASSUSGO REWARDS will be terminated within thirty (30) days and, subject only to any notice that may be required by law, all Points and all Rewards will expire and become void upon the date of termination.