

# AEG FUELS REWARDS PROGRAM TERMS AND CONDITIONS



## INTRODUCTION

The AEG Fuels Rewards Program (the “Program”) is a frequent fueling reward program offered exclusively by Associated Energy Group, LLC (“AEG”) to enrolled, eligible participants (“Participants”). These Terms and Conditions (“Terms”) set out the terms and conditions governing the Program and form a binding contract between you (“You”) and AEG. By participating in the Program, You agree to the Terms set forth below. You are responsible for reading the Terms in order to understand your rights, responsibilities and status under the Program. AEG reserves the right to change, modify or eliminate the Program or all or any portion of these Terms at any time in its sole discretion.

Please see [AEG’s Privacy Policy](#) for information on its use and disclosure of personal information that may be collected by AEG and its affiliates.

THESE TERMS REQUIRE THE USE OF BINDING ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES RATHER THAN JURY TRIALS OR CLASS ACTIONS.

IF YOU DO NOT AGREE TO THESE TERMS DO NOT PARTICIPATE IN THE PROGRAM.

## ELIGIBILITY

Participation in the Program is available to corporate customers of AEG that are NOT any of the following:

- Commercial airlines;
- Federally-owned or controlled companies;
- State-owned or state-controlled companies;
- Fixed Base Operators (“FBOs”);
- Fuel Resellers;
- Third-party commercial intermediaries buying on behalf of a non-governmental entity or state-owned or state-controlled entity;
- Any customer of AEG that breaches these Terms;
- Any customer of AEG that breaches [AEG’s General Terms and Conditions](#)

## HOW TO ENROLL

To enroll in the Program, go to [www.aegrewards.com](http://www.aegrewards.com) and click JOIN NOW and follow the instructions on the website. Alternatively, Participants may enroll by completing a paper copy of the Enrollment Form and mailing it to [rewards@aegfuels.com](mailto:rewards@aegfuels.com). As part of the enrollment process, each Participant will be required to set up a single account for purposes of tracking points earned, used and redeemed in the Program pursuant to these Terms. Each Participant shall designate one individual to be the administrator of the account and include an e-mail address and other requested information for the purpose of ensuring secure access to that account. Each account administrator of a Participant will be solely responsible for the point allocation among the Participant’s employees, agents and representatives and redemption of awards applicable to that account. Each account administrator initially appointed by a Participant can only be changed upon written notice to and written acceptance from AEG of a new account administrator.

AEG may rely upon any communication from any person that AEG believes to be the account administrator of a Participant without liability to that Participant or anyone else. Eligible Participants are solely responsible for the compliance of their employees, agents and representatives with these Terms.

There is no cost to enroll in the Program.

## HOW TO REDEEM POINTS

Participants of the Program will earn 1 [one] point (each a “Point”) for every eligible gallon (1 point per 4 liters) of fuel purchased on their AEG account at a participating location, and Participants will earn 1 (one) point for each \$1.00 spent on International Trip Planning Services with AEG. While membership in the Program is not limited by country or region, some reward options may not be available in all countries/regions. Redemptions are always processed in USD and issued in USD and USG. Points are considered earned on the date the Participant completes a transaction in accordance with AEG’s General Terms and Conditions and will be credited to a Participant’s account within 48 hours of a completed purchase, as determined by AEG. AEG is not responsible for processing or point deposit delays. AEG reserves the right to modify how points are awarded at any time.

Points may be redeemed online via the AEG Reward Portal available at [www.aegrewards.com](http://www.aegrewards.com). Points may be redeemed in exchange for promotional gift cards in \$50.00 USD increments. The redemption value of one (1) Point is \$ 0.01 USD. No Participant may redeem their Points until their Points redemption value has reached the minimum \$50.00 threshold. Each account administrator of a Participant is solely responsible for distributing the rewards among the employees, agents and representatives of that Participant.

Participants can redeem rewards points for gift cards, credit on account for future purchases with AEG, and charitable contributions. Once a Participant has accumulated the required number of Points to be eligible for an award, the Participant may choose to redeem Points for an award online at [www.aegrewards.com](http://www.aegrewards.com).

Participants are responsible for ensuring that Points are properly credited. If a Participant believes that Points have not been properly credited, it is required to submit a claim containing proper documentation to 701 Waterford Way, Suite 490, Miami, FL 33126, which may include copies of fuel transaction receipts. Any claim for un-credited Points must be received by AEG within [six (6) months] after the date any qualifying fuel purchase was made. Only the records of AEG will be used to determine a Participant’s status including the number of Points held and any eligible awards.

Each Participant will be solely responsible for keeping record of its account information, accumulated Points and eligible awards. Information regarding the status of a Participant’s account, number of Points for qualifying fuel purchases, and/or eligible awards will be managed on an online portal available at [www.aegfuels.com](http://www.aegfuels.com). It is the responsibility of each Participant’s account administrator to monitor their Points.

No Participant may transfer Program Points to any other Participant or to anyone else. Points may not be redeemed for cash. All tax consequences of the Points, if any, are the responsibility of the Participant. Points are not the property of the Participant and have no monetary value until redeemed.

## VOID AND FORFEITED POINTS

Points and any special offers to Participants are subject to applicable government regulations and are void where prohibited by law.

If any amount due by a Participant on any AEG account is not paid when due, all Points accrued by the Participant in the Program will be forfeited.

If for any reason AEG disables a Participant's account, all Points accrued by the Participant in the Program will be forfeited. AEG can eliminate points accrued at its discretion if a Participant's account is placed on credit hold, disabled or escalated to legal for collections.

AEG will not reward Points for refunded or fraudulent transactions. A Participant may earn Points on fuel purchased from AEG at all AEG locations.

If a Participant voluntarily cancels enrollment in the Program or cancels its AEG account, all Points accrued by the Participant will be forfeited.

If AEG denies a Participant any Points, eligible awards, or some other benefit of the Program improperly, the Participant's exclusive remedy shall be the issuance of the improperly denied Points, awards, or such other alternative benefit as determined by AEG. Other than making such benefit available, AEG shall have no additional liability whatsoever to a Participant or anyone claiming through a Participant or on a Participant's behalf.

AEG may, among other things, (i) cancel, terminate, revoke, suspend or modify any Terms for Point levels, awards, countries/regions served, conditions of participation or any other terms and conditions including, but not limited to, the Terms and all requirements for awards with no notice and at any time, or (ii) terminate the Program in its entirety with [60 days] prior written notice to a Participant. Therefore, under either circumstance, Participants may not rely upon the continued availability of any Program feature.

Points expire [24 months] after the date they are earned, as determined by AEG in its discretion.

AEG is not responsible for expired or lost Points. AEG will not reissue lost or stolen Points.

Participant accounts that have not had any Point activity for 2 years will be forfeited.

If for any reason AEG cancels any Participant's account, any Points accrued in as part of the Program account will be forfeited.

Fraud, misrepresentation, abuse or violation of applicable rules may result in administrative and/or legal action by appropriate governmental authorities and/or AEG. Such action may include, without limitation, the forfeiture of all eligible awards and any accumulated Points in a Participant's account, as well as cancellation of the account and the Participant's future participation in the Program. In addition, AEG reserves the right to take appropriate legal action to recover damages, including attorneys' fees, incurred in prosecuting any lawsuit.

## **ADDITIONAL TERMS**

AEG reserves the right to audit any and all Participant accounts at any time for compliance with these Terms, without notice to the Participant. In the event the audit reveals discrepancies or possible violations of these Terms, award redemption request processing may be delayed pending completion of the audit.

AEG shall attempt to advise active Participants of various matters of interest through its website and/or through email, but AEG shall have no responsibility to do so.

AEG shall have no liability for correspondence, mail, or email, which is lost, delayed, or misdirected.

AEG shall not be liable for a lost or stolen password, email address, awards, or Participant account number.

Subject to AEG's Privacy Policy, all Participant data is considered private and will not be shared with any other Participant, including primary contact administrators.

All Program rules may be modified from time to time, are subject to interpretation by AEG.

Participation in the Program is void where prohibited by law. Other restrictions may apply.

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 Florida without reference to any rules regarding conflicts of law.

## **RESOLUTION OF DISPUTES / LIMITATIONS ON LIABILITY AND DAMAGES**

### **Arbitration Rights / Class Action and Jury Trial Waiver**

YOU HEREBY CONSENT THAT ANY CLAIM, CONTROVERSY, OR DISPUTE RELATED TO OR ARISING OUT OF THE PROGRAM, YOUR ACCOUNT, AND THESE TERMS (OR THE BREACH THEREOF) – WHETHER BASED IN CONTRACT, TORT, STATUTE, OR OTHER LEGAL THEORY (“DISPUTES”) – SHALL BE RESOLVED BY BINDING CONFIDENTIAL ARBITRATION BEFORE A SINGLE ARBITRATOR. THE ARBITRATION WILL BE ADMINISTERED BY THE AMERICAN ARBITRATION ASSOCIATION (“AAA”) IN ACCORDANCE WITH ITS ADMINISTRATIVE RULES, AS APPLICABLE, AND ITS CONSUMER ARBITRATION RULES. ALL ARBITRATION HEARINGS OR SIMILAR PROCEEDINGS SHALL BE HELD IN [MIAMI, FLORIDA]. THIS ARBITRATION CLAUSE AND ALL DISPUTES AGAINST THEM MUST BE RESOLVED BY ARBITRATION. THE PAYMENT OF ADMINISTRATIVE AND ARBITRATION FEES AND COSTS WILL BE GOVERNED BY THE AAA CONSUMER ARBITRATION RULES.

Notwithstanding the previous paragraph, nothing in this Section shall prohibit you or AEG from seeking temporary injunctive relief in a court of competent jurisdiction to prevent an imminent or stop an actual breach of this contract until an arbitrator can be empaneled and determine whether such temporary relief should continue or be modified or terminated.

### **Class Action Waiver**

TO THE FULLEST EXTENT PERMITTED BY LAW, ARBITRATION OF ALL DISPUTES SHALL PROCEED ON AN INDIVIDUAL BASIS. BOTH AEG AND YOU WAIVE ALL RIGHTS TO ARBITRATION OF DISPUTES AS A CLASS ACTION OR IN A REPRESENTATIVE CAPACITY.

YOU AND AEG FURTHER AGREE THAT DISPUTES MAY NOT BE AGGREGATED OR CONSOLIDATED, UNLESS YOU AND AEG OTHERWISE AGREE IN WRITING.

The AAA Consumer Arbitration Rules are available for review at: [AAA Rules](#) (click Rules, then click Consumer Arbitration Rules).

Any arbitral award shall be final and binding and may be enforced by any court of competent jurisdiction. This Section is made pursuant to a transaction involving interstate commerce and will be governed by the Federal Arbitration Act, 9 U.S.C.1-16 (“FAA”). Any dispute or controversy concerning the enforceability or scope of the arbitration clause will be resolved pursuant to the FAA, despite any other choice of law provision.

## Limitations of Liability and Damages

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

By participating in the Program, You agree that AEG has 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 the Program or these Terms, including, without limitation: (i) any failure, delay or decision by us in administering the Program or these Terms, including amendments thereto; (ii) unauthorized use by any third party of your account; or (iii) the loss, theft, or delayed notification of Points issued under the Program or these Terms.

You and AEG agree that, on any claim arising out of or relating to your participation in the Program 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 You and AEG both hereby waive the right to seek or recover any indirect, special, consequential, enhanced, or punitive damages. Any liability AEG may have to You for any negligence, breach of contract or otherwise, is limited to crediting your account with the Points 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.