

TERMS AND CONDITIONS OF USE

Effective: [April 24, 2025]

The Rutter's Rewards® Program is offered by the Rutter's Companies ("Rutter's", "we", "our", or "us") to Rutter's Rewards® Members ("Members", "you", or "your"). These Terms and Conditions ("Terms and Conditions") are the only terms that govern the provision and use of Rutter's Rewards® Rewards ("Rewards") and/or the related Rutter's Rewards® Card (the "Card"), Rutter's Rewards® Website (the "Website"), and Rutter's Rewards® Mobile App (the "App").

Rutter's may use a third party ("Provider") to provide the materials contained on the Website and App as a service to our customers and visitors. For the purposes of these Terms and Conditions, references to Provider include its affiliates, directors, and employees.

Rutter's requires that Rutter's Rewards® Members, visitors to the Website, and users of the App adhere to the following Terms and Conditions. By accessing the Website or App, or by participating in the Rutter's Rewards® Program, you acknowledge and accept the Terms and Conditions set forth below without limitation or qualification. If you do not consent to these Terms and Conditions, please do not access, browse, or use the Website or App, use the Card or other services offered through the Rutter's Rewards® Program, or provide information to us. Please see our [Privacy Policy](#) for information regarding our use of personal information. These Terms and Conditions prevail in the event of any conflict or inconsistency with any other communications, including advertising or promotional materials.

RUTTER'S REWARDS® PROGRAM

Rutter's Rewards® is a unique reward program that lets Members earn Rewards on all qualifying purchases of goods and services from Rutter's. Rewards allow Members to earn cents per gallon discounts on gasoline or petroleum product purchases.

Rewards can only be earned, held, redeemed, or transferred as set out in these Terms and Conditions. Any other use, award, sale, or exchange of Rewards, or attempt to do so, is a material breach of these Terms and Conditions. Any Rewards not earned or held in accordance with these Terms and Conditions are invalid and cannot be redeemed. Violation of these Terms and Conditions may result in the voiding of a Rutter's Rewards® account balance or other appropriate action. Rewards received through the Rutter's Rewards® Program are promotional and have no cash value. Member is responsible for any taxes, charges or other liabilities related to or resulting from Member's participation in the Rutter's Rewards® Program.

Eligibility

Members must be at least 16 years of age and hold a valid driver's license. Minors must have the permission of a parent or legal guardian to join. Minors without a valid driver's license may redeem Rewards if they are listed on the Rutter's Rewards® account of their parent or legal guardian and the Member acknowledges that the minor may redeem Rewards. There is no cost or membership fees to join the Rutter's Rewards® Program. Membership is limited to one account per person.

Registration/Card Issuance

You must register on the Website or App in order to participate in the Rutter's Rewards® Program. Registration of your Card allows you the ability to manage the personal information associated with your Card and review your account balance. You are responsible for notifying Rutter's of any changes to your personal information. Registration also ensures that your account balance is protected in the event that your Card is lost, stolen, damaged, or destroyed.

After you login and register as a Member on the Website or App, you will be able to view many useful tools in the Your Account portion of the Website or App, such as your balance, your transaction history, and your personal profile. You are responsible for ensuring that your Member information is current at all times. If you have any questions, please contact us using any of the methods listed at the bottom of these Terms and Conditions.

If your registered Card is lost, stolen, damaged, or destroyed, you must notify Rutter's of that occurrence. Rutter's will acknowledge and protect the amount of your Rutter's Rewards® account balance presently available at the time of Rutter's receipt of the notice. Any reductions in the account balance prior to notice received by Rutter's of a lost, stolen, damaged, or destroyed Card are the responsibility of the Member.

Earning and Redeeming Rewards

Rewards are earned on any qualifying purchases of goods and services from Rutter's. To earn Rewards, you must provide your Rewards information at the start of the transaction. When you make a qualified purchase, Provider determines the Rewards earned on the purchase and automatically adds the Rewards to your Rutter's Rewards® account balance.

To redeem Rewards, you must provide your Rewards information at the time of purchase of gasoline or other petroleum products at any Rutter's location. If the Rutter's Rewards® account associated with the Card or Loyalty ID or information contains cents per gallon discounts on gasoline or petroleum products, the entire discount will be consumed unless the discount exceeds the retail price of gasoline. Rutter's uses commercially reasonable methods to maintain account balance data so that Members receive access to all appropriate Rewards.

NO REWARDS MAY BE REDEEMED UNTIL THEY HAVE BEEN CREDITED TO THE MEMBER'S ACCOUNT.

If you dispute any use of your Card, calculation of Rewards, or the account balance, please notify Rutter's within thirty (30) days of the disputed transaction using any of the contact methods listed at the bottom of these Terms and Conditions. Otherwise, that Account Summary will be deemed to be correct and binding on you, the Member. Rutter's decision in resolving any such dispute is final and binding.

Sponsored Rewards

Some Rewards are offered through promotions sponsored by third party companies ("Sponsors"). Sponsored promotions are controlled entirely by the relevant Sponsor. When a Member purchases a sponsored item, the transaction is made directly with the relevant Sponsor, and Rutter's has no responsibility for the design, delivery, use, standard, quality, or otherwise of any goods or services sold by a Sponsor through the use of the Rutter's Rewards® Program. Transactions with a Sponsor are subject to all applicable legal rules and the terms and conditions set by the Sponsor. Sponsors and sponsored promotions are subject to change at any time. When a Sponsor ceases to participate in the Rutter's Rewards® Program, Provider will cease recording rewards previously associated with the withdrawing Sponsor.

A CONDITION PRECEDENT FOR ALL SPONSORED REWARDS IS THE RECEIPT BY PROVIDER OF SETTLEMENT PAYMENTS FROM ANY SPONSORING BUSINESS RESPONSIBLE FOR THE SPECIFIC REWARD.

When Rewards are redeemed on sponsored items, Provider acts only as an account balance recording intermediary between you (the Member) and the relevant Sponsor.

Account Closure

A Member may elect to close his/her Rutter's Rewards® account at any time by notifying Rutter's. A Member's right and ability to redeem rewards terminates immediately upon account closure.

Rutter's reserves the right to cancel or suspend Member's Rutter's Rewards® account at any time, in its sole discretion without notice or liability. Revocation of Member's Rutter's Rewards® account membership or removal of points may result, without limitation, if Member violates these Terms and Conditions or any additional terms, or if Member's account is unauthorized, fraudulent or otherwise unlawful.

NO WARRANTIES

INFORMATION ON THE WEBSITE IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO THE ABOVE EXCLUSION MAY NOT APPLY TO YOU.

RUTTER'S DOES NOT GUARANTEE THAT THE WEBSITE OR APP WILL BE ERROR FREE, UNINTERRUPTED, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS, OR THAT ANY DEFECTS WILL BE CORRECTED. WE DO NOT MAKE ANY WARRANTIES OR REPRESENTATIONS REGARDING THE COMPLETENESS, CORRECTNESS, ACCURACY, ADEQUACY, USEFULNESS, TIMELINESS, OR RELIABILITY OF THE PROGRAM, THE WEBSITE, THE APP, OR ANY INFORMATION, PRODUCTS, OR SERVICES WE PROVIDE. RUTTER'S MAKES NO COMMITMENT AND ASSUMES NO DUTY TO UPDATE SUCH INFORMATION, MATERIALS, PRODUCTS, OR SERVICES.

LIMITATION OF LIABILITIES

IN NO EVENT SHALL RUTTER'S OR PROVIDER BE LIABLE FOR ANY PUNITIVE, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO LOSS OF USE, DATA, OR PROFITS, WITHOUT REGARD TO THE FORM OF ANY ACTION, INCLUDING BUT NOT LIMITED TO CONTRACT AND TORT ACTIONS (INCLUDING LIBEL AND SLANDER), ARISING OUT OF OR IN CONNECTION WITH THE USE, COPYING, OR DISPLAY OF, OR THE INTERACTION OR ANY FORM OF COMMUNICATION WITH, THE WEBSITE AND THE INFORMATION CONTAINED AT THE WEBSITE (INCLUDING VIA COMPUTER VIRUSES OR ANY OTHER FORM OF SOFTWARE).

Rutter's will only be liable to a Member who suffers a loss of an account balance as a result of Rutter's failure to comply with these Terms and Conditions; and, if so, Rutter's sole responsibility will be to correct the relevant Rutter's Rewards® account balance.

COPYRIGHT AND TRADEMARK INFORMATION

The information contained on the Website and App, including but not limited to text and images herein (other than certain images licensed from third parties) and their arrangement are copyrighted by Rutter's or Provider. All rights reserved. Rutter's Rewards® and its logo are trademarks of Rutter's. Nothing contained on this Website or App shall be construed as granting by implication, estoppel, or otherwise any license or right under any patent, trademark, copyright, or proprietary rights of Rutter's, or of any third party.

VIOLATIONS OF TERMS AND CONDITIONS

Rutter's reserves the right to seek all available remedies at law and in equity for a violation or violations of these Terms and Conditions, including the right to block access from a particular Internet address to the Website. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RUTTER'S FROM ANY LIABILITY, LOSS, CLAIM, AND EXPENSE, INCLUDING ATTORNEYS' FEES, RELATED TO YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR YOUR USE OF THE SERVICES AND INFORMATION PROVIDED AT THE WEBSITE.

LAWS AND REGULATIONS

User access to and use of the Card, Website, and App is subject to all applicable federal, state, and local laws and regulations. Unauthorized use of the Card, Website, and App is prohibited, and violators can be prosecuted under federal and state law.

Any claims arising pursuant to these Terms and Conditions shall proceed on an individual basis. Any relief granted to Member shall be individualized to the Member and shall not affect any other individuals. Member agrees that it may only bring claims in its individual capacity and in doing so waives the right to assert or participate in a class action lawsuit or any joint or consolidated lawsuit.

The Rutter's Rewards® Program is subject to the laws of the Commonwealth of Pennsylvania, and where applicable, U.S. Federal law, without regard to conflict of law principles. You agree to submit to the exclusive jurisdiction and venue of the Court of Common Pleas of York County, Pennsylvania or the Middle District of Pennsylvania for any disputes arising out of these Terms and Conditions. Notwithstanding this provision, you agree that Rutter's may apply for injunctive or any equitable relief in any court of competent jurisdiction.

If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be invalid or unenforceable, it will not impact the validity and enforceability of any other provision of these Terms and Conditions, all of which will remain in full force and effect. Failure of Rutter's to exercise or enforce any right or provision of these Terms and Conditions will not constitute a waiver of such right or provision in that or any other instance. Rutter's reserves the right to modify and terminate the Rutter's Rewards® Program or any offers at any time without notice.

MODIFICATIONS OF TERMS AND CONDITIONS

Rutter's reserves the right to make changes to these Terms and Conditions, with or without notice. Your use of the Website, App, the Rutter's Rewards® Program, or Rutter's products or services constitutes consent to any changes to these Terms and Conditions as in effect on the date of such use. Earning or redeeming Rewards shall constitute acceptance of the revised Terms and Conditions.

Rutter's may transfer all of its rights and obligations under these Terms and Conditions at any time in its sole discretion. Such a transfer will not impact any Member's privacy.

CONTACT INFORMATION

If you have any questions regarding the Website, the App, the Rutter's Rewards® Program, and/or these Terms and Conditions:

- Call 1-800-964-5735; or
- Use the Contact Us feature on the Website at <https://www.rutters.com/customer-feedback/>.