

## Terms and Conditions of

Northern Tier Retail LLC d/b/a SuperAmerica (“SuperAmerica”)

Unlimited Car Wash for (i) \$14.99 first month and \$19.99 for subsequent months (“Deluxe”), or (ii) \$19.99 first month and \$24.99 for subsequent months (“Ultimate”).

- You are agreeing to participate in SuperAmerica’s program for either Deluxe or Ultimate unlimited car wash (the “Program”). Your participation in the Program is subject in all respects to these terms and conditions. Your first month period will begin on the date that you register and are accepted for the Program. You agree to participate in the Program for a minimum of two (2) months.
- SuperAmerica may modify or terminate the Program at any time and for any reason, with or without notice. You may terminate your participation in the Program by providing at least five (5) business days’ notice prior to the start of a new month period, in accordance with these terms and conditions. Such five (5) day notice period will begin only upon SuperAmerica’s receipt of your notice. If such notice is not received in a timely manner, your participation in the Program will not terminate until the end of the next month period. Your termination notice must be sent by email to [sacarwash@superamerica.com](mailto:sacarwash@superamerica.com) or by letter to SuperAmerica, ATTN: Car Wash, 576 Bielenberg Drive, Suite 200, Woodbury, MN 55125. Any termination by you only becomes effective at the end of the month period for which you timely provided notice. If you terminate your participation in the Program, you will not receive refund or credit for any partial period/month. Notwithstanding the foregoing, participation in the Program is required for a minimum of two (2) months. For any cancellation notice received within your first month, your participation in the Program will not terminate until the end of your second month period.
- If SuperAmerica terminates the Program prior to the end of an unlimited car wash month period, you will receive a refund on your credit card equal to the pro rata portion of the purchase price represented by the number of the days remaining in such month period. Upon any such termination of the Program by SuperAmerica, the only amount owing to you by SuperAmerica or its affiliates will be such pro rata refund amount.
- Your participation in the Program will permit you to have one, monthly unlimited car wash RFID tag (the “Pass”), which will be extended for successive one month periods until cancelled by SuperAmerica or you in accordance with these terms and conditions. The Pass may only be used at participating SuperAmerica stores. The Pass may not be exchanged or swapped between vehicles and is only valid if used with the vehicle you registered with the Program. You may change the registered vehicle participating in the Program not more than once during a month period. Any such change in registration must occur at the Participating Store. The Pass must be initially activated

by store personnel at the Participating Store for you to begin to receive car washes under the Program.

- After the Pass is used at the car wash, the system will not allow another wash for that Pass for twenty (20) minutes.
- Unless previously terminated by you in accordance with these terms and conditions, your credit card will be charged automatically each month on the date corresponding to your commencement in the Program. SuperAmerica will cause your credit card to be charged in the amount of \$14.99 (Deluxe) or \$19.99 (Ultimate) for first month and \$19.99 (Deluxe) or \$24.99 (Ultimate) for the subsequent months you participate in the Program, plus any necessary taxes. Minimum two (2) month participation required.
- This Program cannot be combined with any other offers, promotions, coupons or other discounts. SuperAmerica may from time to time offer temporary price promotions to new participants. Unless otherwise agreed in writing by SuperAmerica, existing participants are not eligible for such temporary promotions.
- The car wash at the Participating Store may not be available from time-to-time due to weather related events or maintenance. The Participating Store will not be liable to you for the unavailability of the car wash during these times.
- SuperAmerica and/or the Participating Store reserve the right to suspend or terminate your participation in the Program in their sole discretion, including if you do not comply with these terms and conditions.
- A \$5.00 fee may be assessed to issue a replacement Pass or to transfer the Pass to a new vehicle.
- The Program is per vehicle and for personal use only. Cabs, taxis, limousines and similar for-hire professional vehicles are not permitted vehicles in the Program. Vehicles that cannot fit or complete the carwash are prohibited.
- All general rules, regulations and disclaimers of liability applicable to the car wash at the Participating Store apply to the Program.
- YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS SUPERAMERICA, ITS PARENT, SUBSIDIARIES, AND EACH OF THEIR AFFILIATES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, OWNERS, REPRESENTATIVES AND AGENTS FROM ANY AND ALL LOSSES, DAMAGES (INCLUDING PUNITIVE DAMAGES), DEMANDS, CLAIMS, SUITS AND OTHER LIABILITIES, INCLUDING ATTORNEY FEES AND OTHER EXPENSES OF LITIGATION OR DEFENSE RESULTING FROM OR ARISING OUT OF YOUR BREACH OF THESE TERMS AND CONDITIONS.