

FLY 130 Rewards

SH 130 Concession Company, LLC (“SH 130”) and WHAPPS LLC d/b/a Online Rewards (“Online Rewards”), invite you to join Fly 130 Rewards (the “Program”). The Program has been created as a way of rewarding the users of Segments 5 and 6 of State Highway 130 (the “Roadway”) for their patronage and continued use of the Roadway. If you drive the Roadway and would like to join the Program, you must review and accept these Terms and Conditions and complete the Program enrollment using your transponder account information or license plate information at the Fly 130 website rewards.fly130.com (“Website”). Once enrolled, you start earning rewards in the form of points (“Reward Points”) which can be redeemed for offers, discounts, and other incentives as part of the Program.

Program Terms and Conditions

This Program is managed by Online Rewards under a contract with SH 130. Participants in the Program (each, individually, a “Member” and collectively, the “Members”) agree that access to and use of the Website is subject to these Terms and Conditions and all applicable laws. Any access is undertaken at a Member’s own risk.

Eligibility and Contact Information

Eligibility for the Program is limited to SH 130 customers, age 18 and older, who reside and are located in the State of Texas. SH 130 employees are not eligible to participate in the Program and any exempt vehicles are not eligible to earn Rewards.

Participation in the Program is voluntary and for individuals only. Corporations, professional organizations, and other entities, associations, and groups may not enroll in the Program unless specifically approved by SH 130.

By enrolling in the Program or accepting any Rewards or other benefits, you acknowledge your understanding of, and agreement to abide by, these Terms and Conditions and you agree to accept the decisions of SH 130 and Online Rewards, which shall be final and in their sole discretion.

The Program is purely a premium provided at the sole discretion of SH 130, and SH 130 is in no way obligated to provide participation in the Program or maintain the Program, or any part of the Program, for any period of time. Membership in the Program is granted solely by SH 130, and membership may be denied or revoked at any time for any reason by SH 130. If you have any questions regarding your eligibility to participate in the Program, these Terms and Conditions, or the Program generally, please visit the Program website at rewards.fly130.com.

Program Changes

All of the benefits and features of this Program are provided without cost to the Members, and SH 130 reserves the right, without prior notice, to change the Program or these Terms and Conditions at any time. This means, for example, that SH 130 may amend, suspend, restrict, modify,

supplement, or change any Rewards, features, or benefits provided, or the amount of Reward Points required to qualify for particular Rewards or benefits. SH 130 may also change redemption terms, even though such changes may affect Members' ability to use any Reward Points previously earned. SH 130 reserves the right to terminate the Program at any time, provided that six (6) months' notice of such termination is provided. This Program is void where prohibited by federal, state, or local law. Your continued use of the Website indicates your acceptance of the then current Terms and Conditions.

Enrollment and Opt-Out

On first login, you will be required to create a username and password. You may also be asked to provide other contact information to improve customer service and support through the duration of the Program. After first login, you will receive an email invitation to join the Program and will be required to complete an enrollment form.

Members who no longer desire to participate in the Program may opt-out at any time by going to the Program website at rewards.fly130.com.

Earning Reward Points

No Reward Points will be awarded for activities that occur before an eligible Member completes an enrollment form and is confirmed as enrolled into the Program.

As a Member, you earn Reward Points for driving the Roadway and a variety of other activities, and Reward Points may be awarded by, through or on behalf of SH 130 in its sole discretion. To see Reward Points' values for activities, learn what activities earn Reward Points, and receive information about other Reward Points earning opportunities that may arise from time to time, visit rewards.fly130.com.

Other opportunities to earn Reward Points may, from time to time, be made available by SH 130 ("Special Opportunities"). SH 130 and Online Rewards reserve the right to modify or eliminate such Special Opportunities at any time for any reason. SH 130 also reserves the right to add, subtract, modify, or adjust Reward Points totals at any time for Member participation in Special Opportunities, to demonstrate appreciation to specific customers, and for other reasons at SH 130's sole discretion and to ensure accuracy and compliance with these Terms and Conditions.

Reward Points Restrictions

Reward Points are not eligible for use until posted by SH 130 or Online Rewards. Accumulation of Reward Points does not entitle a Member to any vested rights, property or otherwise, with respect to such Reward Points, and all accrued Reward Points remain the property of SH 130. If the Program is suspended or terminated, any Reward Points that remain associated with a Member's account after such suspension or termination will be void.

In the event any Member participates in any Reward Points earning activity or Special Opportunity while the Member is not actively enrolled in the Program, SH 130 may suspend, cancel, adjust or

delay the availability of such Reward Points at SH 130's sole discretion. Any Reward Points not redeemed prior to a Member opting out of the Program and no longer being enrolled, will be automatically forfeited, deleted, and eliminated upon the Member opting out.

Reward Points may only be used to redeem for items or offers in the Program catalog ("Rewards") and are valid for one-time use only. Reward Points have no cash value and may not be redeemed for cash or credit in connection with a toll account or otherwise. A Member's Reward Points may not be combined with another Member's Reward Points and are non-transferable. Members may not sell, purchase, broker, bequeath, barter, or convey their Reward Points. Such actions may result in cancellation of a Member's enrollment in the Program, regardless of whether the transaction is completed. Reward Points earned by multiple transponders and license plates under one account shall accrue under that single account. Members who replace transponders or license plates may be allowed to retain Reward Points earned by previously eligible transponders and license plates. To inquire how to retain such Reward Points in the Member's account, please contact SH 130.

Redeeming Reward Points

Sufficient Reward Points may be redeemed for one or more available Rewards (the catalog is available at rewards.fly130.com). Rewards may include gift cards, pre-loaded debit cards, merchandise, food and beverages, and experiences. Rewards may be available for a limited time and are subject to change without notice. Reward Points may only be redeemed for those Rewards available in the catalog at such time as Reward Points are redeemed. Specific Rewards are only available while supplies last, and SH 130 reserves the right to substitute a Reward of equal or greater value based on availability or for any other reason. SH 130 reserves the right to modify available Rewards at any time without notice. Items in the catalog may be subject to additional specific restrictions, which are set out next to each item description in the catalog.

Prize Promotions

SH 130 may, from time to time, sponsor a sweepstakes, contest or other promotion as a Special Opportunity to earn Reward Points. The details regarding entry, winner determination, eligibility and all other official rules for such promotions will be provided on mysh130.com.

Disqualification

If a Member is suspected of fraud, misrepresentation, misuse, abuse, or any violation of these Terms and Conditions, SH 130 reserves the right to impose any or all of the following consequences with respect to such Member: (i) delay or suspension of the processing, reporting, or redemption of the Member's Reward Points or Rewards; (ii) forfeiture of Reward Points or Rewards already earned by that Member; and/or (iii) cancellation of that Member's Program enrollment(s). Forfeited Reward Points and Rewards will not be reinstated for any reason. Any attempt to undermine the operation of this Program may be a violation of criminal and civil law and, should such an attempt be made, SH 130 reserves the right to seek damages to the fullest extent permitted by law.

Privacy and Unauthorized Use

Program-specific information will be sent to the email address provided by the Member upon enrollment in the Program (“Fly 130 Email”). A Member is responsible for notifying SH 130 of any change to the Fly 130 Email or other personal information related to the Member's enrollment and participation in the Program. This can be done by calling 512-618-4986, or by updating the Member's information on the Fly 130 website at rewards.fly130.com. SH 130 is not responsible for unauthorized access to any Member's Program information and will not replace stolen or misused Reward Points or Rewards. Please see <https://www.mysh130.com/wp-content/uploads/Fly-130-Privacy-Policy-v4-002.pdf> for full details on how SH 130 collects and uses consumer information. Consistent with SH 130 policies, note that personally identifiable information and/or other personal information concerning individual data subjects (e.g., toll customers, vehicle owners, employees, or contacts) that may include data elements such as a data subject's geolocation or travel data, toll account number, name, and toll transactions including toll amounts (“Personal Information”) may be provided to Online Rewards or other SH 130 vendors or affiliates in connection with the Program. By enrolling in the Program, the Member expressly consents to SH 130's providing such information to Online Rewards for the purpose of administering the Program.

No Discrimination

SH 130 and Online Rewards shall not discriminate on the basis of race, color, national origin, gender, disability, or any other protected class or criteria in the issuance of any Reward Points or Rewards or for access to the Program.

Disputes

Each Member agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, these Terms and Conditions, or any Rewards Points or Rewards shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate federal or state court located in Travis County, Texas; and (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Terms and Conditions, or the rights and obligations of Members and SH 130 in connection with this Program, shall be governed by, and construed in accordance with, the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules (no matter what jurisdiction), that would cause the application of the laws of any jurisdiction other than as stated.

Waiver

The failure of SH 130 or Online Rewards to enforce any provision of these Terms and Conditions at any time or for any period of time shall not constitute a waiver of such provision or the right of SH 130 or Online Rewards thereafter to enforce such provision or any other provision of these Terms and Conditions.