

# TRAVELIN' TOM'S OF THE BLUEGRASS HIGHWAY MILES™ LOYALTY REWARDS PROGRAM

## OFFICIAL TERMS & CONDITIONS

**Effective Date:** [Insert Date]

The Highway Miles™ Loyalty Rewards Program (“Program”) is offered and administered solely by Travelin’ Tom’s of the Bluegrass (“Franchisee,” “Company,” “we,” “us,” or “our”), an independently owned and operated franchise of Travelin' Tom's Coffee (“Franchisor”).

THIS PROGRAM IS VALID ONLY AT PARTICIPATING TRAVELIN' TOM'S OF THE BLUEGRASS TRUCKS AND IS NOT A SYSTEM-WIDE PROGRAM UNLESS EXPRESSLY DESIGNATED IN WRITING BY THE FRANCHISOR.

By enrolling or participating, you agree to these Terms.

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## 1. INDEPENDENT FRANCHISE DISCLOSURE

Travelin’ Tom’s of the Bluegrass is independently owned and operated under a franchise agreement with the Franchisor.

The Franchisor:

- Does not administer this Program;
- Is not responsible for Program operations;
- Is not liable for rewards, redemptions, or disputes;
- Does not guarantee acceptance at other franchise locations.

Participation in this Program does not create any relationship between members and the Franchisor.

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## 2. PROGRAM SCOPE

The Highway Miles™ Program applies only to qualifying purchases made directly from Travelin’ Tom’s of the Bluegrass mobile units or approved ordering channels designated by this Franchisee.

Miles earned at this Franchisee location:

- May not be redeemable at other franchise locations;
- May not transfer between franchise territories;

- Have no value outside this specific franchise operation unless otherwise authorized in writing.
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### 3. ELIGIBILITY

Participation is limited to individuals:

- At least 18 years of age;
- Residing in the United States;
- Who provide accurate registration information.

Only one account per individual is permitted.

The Company reserves the right to deny or terminate participation at its sole discretion and in compliance with franchise standards.

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### 4. EARNING HIGHWAY MILES™

Members earn promotional credits (“Miles”) for qualifying purchases as determined solely by Travelin’ Tom’s of the Bluegrass.

Unless otherwise modified:

**1 “visit” per transaction**, not per individual drink.

**What this means:**

- **7 separate transactions = 7 visits = free beverage**
- **1 transaction with 10 drinks = 1 visit**

So if you purchase 10 drinks in one single order at the window, it counts as **one qualifying purchase**, not ten.

- 100 Miles per 1 qualified beverage purchase transaction. Qualifying purchases exclude:
  - Taxes
  - Tips
  - Gift cards
  - Refunds
  - Promotional giveaways
  - Third-party marketplace transactions unless approved

Miles are promotional in nature and do not constitute currency, property, or stored value.

The Franchisee reserves the right to audit, adjust, or revoke Miles if issued in error or suspected abuse.

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## 5. REDEMPTION

Miles may be redeemed only for rewards designated by Travelin' Tom's of the Bluegrass and are subject to:

- Product availability
- Operational capacity
- Local inventory limitations

Rewards:

- Have no cash value
- Are non-transferable
- Cannot be sold or exchanged
- May not be combined with certain promotions
- Expire in 12 months if not redeemed.

The Franchisee reserves the right to substitute rewards of equal or greater value.

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## 6. BRAND AND TRADEMARK PROTECTION

“Travelin' Tom's,” “Highway Miles,” and associated marks are used under license from the Franchisor.

Nothing in this Program grants members any ownership rights in trademarks, logos, branding, or proprietary materials of the Franchisor or Franchisee.

Unauthorized commercial use of rewards, branding, or promotional materials is strictly prohibited.

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## 7. MODIFICATION OR TERMINATION

To remain compliant with franchise system standards, the Franchisee reserves the right to:

- Modify earning rates;
- Change reward thresholds;
- Adjust expiration periods;
- Suspend or terminate the Program;
- Modify these Terms at any time.

Modifications may be made to comply with updated franchise policies or brand standards.

Continued participation constitutes acceptance of changes.

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## **8. FRAUD, ABUSE, AND SYSTEM PROTECTION**

The Franchisee may suspend or terminate accounts for:

- Fraudulent activity;
- Abuse of promotional offers;
- Attempted resale of rewards;
- Manipulation of the loyalty system;
- Conduct harmful to brand reputation.

Determinations are made in the Franchisee's sole discretion, consistent with franchise system policies.

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## **9. LIMITATION OF LIABILITY**

To the fullest extent permitted by law:

Neither Travelin' Tom's of the Bluegrass nor the Franchisor shall be liable for:

- Technical failures;
- Lost data;
- System outages;
- Delayed or incorrect Mile crediting;
- Indirect or consequential damages.

Total liability shall not exceed the retail value of unused Miles in the member's account.

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## **10. ARBITRATION AND DISPUTE RESOLUTION**

Any dispute arising from this Program shall be resolved between the member and Travelin' Tom's of the Bluegrass only.

Disputes shall be resolved through binding arbitration administered by the American Arbitration Association under its Consumer Arbitration Rules.

Arbitration shall occur in Kentucky.

**YOU WAIVE THE RIGHT TO A JURY TRIAL.**

**YOU AGREE THAT CLAIMS MAY ONLY BE BROUGHT IN AN INDIVIDUAL CAPACITY AND NOT AS PART OF A CLASS, COLLECTIVE, OR REPRESENTATIVE ACTION.**

The Franchisor is not a party to arbitration unless it independently elects to participate.

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## **11. GOVERNING LAW**

These Terms shall be governed by the laws of the Commonwealth of Kentucky.

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## **12. ENTIRE AGREEMENT**

These Terms constitute the entire agreement between the member and Travelin' Tom's of the Bluegrass regarding the Highway Miles™ Program and do not amend or modify any franchise agreement between the Franchisee and the Franchisor.