

Golden Pantry Loyalty Rewards Program

Terms and Conditions

Welcome to the Golden Pantry Loyalty Rewards Program (the “Program”). These Golden Pantry Loyalty Rewards Program Terms and Conditions form the agreement (the “Agreement”) between you (“you” or “your”) and Golden Pantry Food Stores, Inc. (“Golden Pantry”) and govern the use and operation of, and your participation in, the Program and certain other related benefits and promotional activities as described below. This Agreement, together with applicable terms related to any promotional offers provided to you for use with the Program, constitute the entire agreement between you and Golden Pantry related to this Program and supersedes all proposals or prior agreements, whether oral or written, and all other communications between the parties relating to this subject matter.

PLEASE READ THIS AGREEMENT CAREFULLY. YOUR ACCEPTANCE OF THIS AGREEMENT, OR YOUR ENROLLMENT, USE AND CONTINUED USE OF THE PROGRAM CONSTITUTES YOUR ACCEPTANCE AND AGREEMENT TO BE LEGALLY BOUND BY THIS AGREEMENT. IF YOU DO NOT AGREE TO THE TERMS OF THIS AGREEMENT, YOU MAY NOT ACCESS, USE OR PARTICIPATE IN THE PROGRAM.

GOLDEN PANTRY MAY CHANGE THE TERMS OF THIS AGREEMENT OR THE PROGRAM, OR TERMINATE THE PROGRAM, AT ANY TIME. BEFORE DOING SO, GOLDEN PANTRY WILL NOTIFY YOU BY E-MAIL OR OTHER ELECTRONIC MEANS, WHICH IS EXPLAINED BELOW IN SECTION 11.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT THAT AFFECTS YOUR RIGHTS. THE ARBITRATION AGREEMENT REQUIRES THAT DISPUTES BE RESOLVED IN INDIVIDUAL ARBITRATIONS OR SMALL CLAIMS COURT PROCEEDINGS. IN ARBITRATION, THERE IS NO JUDGE OR JURY AND THERE IS LESS DISCOVERY AND APPELLATE REVIEW THAN IN COURT. (IT’S ALSO QUICKER AND LESS EXPENSIVE).

YOUR BENEFITS UNDER THE PROGRAM (INCLUDING POINTS, REWARDS AND CLUB OFFERS) EXPIRE IF NOT USED IN A CERTAIN AMOUNT OF TIME, OR IF YOU HAVE NO ACCOUNT ACTIVITY FOR A PERIOD OF TIME. THAT’S BECAUSE WE WANT YOU TO ENJOY YOUR PROGRAM BENEFITS, AND USE THEM OFTEN). SEE SECTION 8 BELOW FOR DETAILS.

1. Program Description

The Program is a customer loyalty rewards program operated by Golden Pantry (“Golden Pantry” or the “Company”) which permits registered members (individually, a “Member,” and collectively, “Members”) to earn fuel discounts, measured in cents off per gallon (“Fuel Rewards”), based on qualifying in-store and fuel purchases made at participating Golden Pantry locations within the United States (“Qualifying Purchases”).

Fuel Rewards are issued and applied through the Golden Pantry Rewards App or website and may be redeemed toward the purchase of fuel at participating locations. Golden Pantry, in its sole discretion, determines which purchases constitute Qualifying Purchases and the corresponding Fuel Rewards amount to be issued, as well as the eligibility of any purchases for participation in the Program. Fuel Rewards have no cash value, are non-transferable, and may be subject to expiration or other terms and conditions as determined by Golden Pantry.

There is no fee associated with the Program. No entry fee, purchases, or proof of purchase are required to join and become a Member of, or to participate in, the Program. Fuel Rewards may only be used by the Member they were issued or provided to, and cannot be gifted, purchased, sold, bartered, brokered, or otherwise transferred. Membership in the Program and Rewards have no cash value, are not redeemable for cash or cash equivalent or for gift certificates or gift cards, are purely promotional, and do not constitute the property of any Member. No portion of any payment for purchases qualifying for the Program, or any Points or Rewards or Qualifying Purchases, constitute consideration paid for any of the foregoing. Golden Pantry reserves the right to limit the redemption of specific Rewards and limit the number of Points and Rewards available.

2. Program Registration

Registration and participation in the Program are currently available to residents of the United States age twelve (12) and older. Individuals who have not reached the age of legal majority (those who are less than eighteen years old) may join the Program only with the permission of a parent or guardian. Employees, officers, directors, agents and representatives of Golden Pantry are eligible to join but may be excluded from certain promotions and activities. Points and Rewards may only be used in the United States at participating Golden Pantry locations. Golden Pantry may change these eligibility requirements at any time, with or without notice, and reserves the right to cancel your membership or participation, or to refuse membership to any applicant for any reason, in Golden Pantry's sole discretion.

To fully register as a Member in the Program you must: (a) first download the Golden Pantry Loyalty Rewards App from the Apple Store, Google Play Store or any other approved on-line stores or sites (the "App"); (b) provide your first and last name, a valid e-mail address, a valid phone number and a valid zip or postal code; (c) create an account password; and (d) select to join the Program by completing the registration and accepting this Agreement. We may refuse to grant you membership for these reasons: you may not use an e-mail that is being used by someone else, that may be construed as impersonating another person, that violates the intellectual property or other rights of any person, that is offensive, or that we reject for any other reason in our sole discretion. You represent that all information you provide during registration and throughout your participation in the Program is true and accurate, and you agree to update such information as necessary to maintain its truth and accuracy. Golden Pantry is not responsible for your inability to receive or redeem Points or Rewards, or for any other loss arising from your failure to provide and maintain accurate contact information, or from failing to use a secure and unique password (reusing the same password for more than one program or for multiple platforms is

NOT a safe practice). Golden Pantry shall have the right to modify this registration process and the manner of accessing and using the Program at any time.

4. Earning Fuel Rewards (CPG – Cents Per Gallon)

Immediately upon registration in the Program, Members will receive an initial Reward which will post to a Member's account within 7 days of registration. For example, that initial Reward may be a free fountain drink or food item.

Except for Non-Qualifying Purchases (defined below), following registration as a Member in the Program, Members will receive one (1) cent off per gallon of fuel for every ten (10) dollars (\$10.00) spent by the Member on Qualifying Purchases for the Member's personal use at any of the participating Golden Pantry locations, by scanning the barcode provided in the App or in any other manner permitted by Golden Pantry. Golden Pantry may offer certain promotions that allow Members to earn more CPG for certain Qualifying Purchases as advertised via the App, a website, or any other promotional method used by Golden Pantry. If Members do not identify themselves at the time of purchase, a manual adjustment can be made to add the CPG to the Member's account for up to thirty (30) days from the actual purchase date, but no purchases prior to becoming a Member or the launch of this benefit can be added. Receipt demonstrating purchase is required for manual adjustment.

Fuel Discounts are tracked at the time of a Member's Qualifying Purchases and will only be credited to the Member's account. Fuel Rewards are subject to expiration as set forth in this Agreement. Members may not share their membership or App login, with any other person, including with a Member's spouse, relative, or any other household members.

In certain cases, it may take twenty-four (24) hours or more for Points to be processed and credited to a Member's account. Golden Pantry is not responsible for, or liable to, any Member, person, or entity, in any way, for any losses, costs, or expenses incurred by a delay or error in crediting Points to a Member's account.

5. Non-Qualifying Purchases

Members will not receive any fuel discounts for Non-Qualifying Purchases. "Non-Qualifying Purchases" means any purchases, transactions, activities, goods, or services that Golden Pantry, in its sole discretion, determines do not constitute Qualifying Purchases, and/or which are ineligible for or are excluded from the Program. As an example, the following goods, services, purchases, and transactions are excluded from receiving or constituting Qualifying Purchases:

car wash transactions and purchases;

lottery purchases and payouts;

purchases of any goods or services that are not made in-store at participating Golden Pantry locations;
the value of any discounts, promotions, or coupons;
purchases or transactions made using Points, Rewards, or other promotional items in the Program;
purchases that Golden Pantry or a particular Golden Pantry location rules ineligible for the Program;
purchases excluded by law;
credits and merchandise credits; and
taxes and federal, state, local, and other governmental fees and charges on purchases.

Golden Pantry has the right to make the final decision on whether any purchases constitute Qualifying Purchases or otherwise qualify for Points. Golden Pantry shall have the right, at any time, to change, update, modify, remove, or add any categories, goods, or services that constitute Non-Qualifying Purchases.

6. Redeeming Rewards

Members may earn and redeem Fuel Rewards under the Program, which provide discounts measured in cents off per gallon of fuel at participating Golden Pantry locations. Fuel Rewards are issued automatically based on a Member's qualifying purchases and may be viewed and redeemed through the Golden Pantry Rewards App or website, in accordance with the terms prescribed by Golden Pantry.

For every ten dollars (\$10.00) spent by a Member on qualifying in-store purchases at participating Golden Pantry locations, the Member will receive a one cent (\$0.01) per gallon fuel discount. For every ten (10) gallons of fuel purchased at participating Golden Pantry locations, the Member will receive a two cent (\$0.02) per gallon fuel discount. Golden Pantry, in its sole discretion, determines which purchases or transactions constitute qualifying in-store or fuel purchases and the corresponding Fuel Reward amounts to be issued.

Fuel Rewards may be redeemed toward the purchase of fuel at participating Golden Pantry fuel locations. To redeem, a Member must identify their account through the Golden Pantry Rewards App or other approved method at the time of fuel purchase.

Fuel Rewards are non-transferable, have no cash or cash-equivalent value, and may not be sold, assigned, or exchanged. Each Fuel Reward may only be used in a single transaction, and redemption is limited to a maximum of twenty (20) gallons per fuel purchase.

Members may, at Golden Pantry's discretion, stack multiple Fuel Rewards for a greater total discount on a single fuel purchase, subject to technical and payment processor limitations. Certain credit card or payment vendors may impose transaction limits that restrict or stop fuel dispensing once a monetary or gallon threshold is reached. Due to technical capabilities at the pump, there may be a minimum charge per gallon of fuel purchased ranging from \$0.010 to \$0.109 (i.e., one to 10.9 cents per gallon) regardless of available Fuel Rewards.

Each Fuel Reward will have an expiration date stated in the App or applicable promotional materials. Unused or expired Fuel Rewards will be forfeited and will not be reinstated or exchanged for any form of compensation. Golden Pantry reserves the right to adjust, remove, or correct Fuel Rewards from a Member's account if an error occurs or if any ineligible purchases were used to generate such rewards.

Any attempt to redeem Fuel Rewards through unauthorized methods, to manipulate or duplicate Fuel Rewards, or to otherwise misuse the Program constitutes fraud. Such actions may result in immediate termination or suspension of the Member's account and forfeiture of all accumulated Fuel Rewards, at Golden Pantry's sole discretion.

If a Member returns any product or cancels any transaction that generated a Fuel Reward, the associated Fuel Reward(s) may be deducted or reversed from the Member's account. If a Member's Fuel Rewards balance becomes negative, Golden Pantry reserves the right to suspend or terminate the Member's participation in the Program until the balance is corrected.

Golden Pantry reserves the right, in its sole discretion, to modify, limit, or discontinue Fuel Rewards issuance or redemption at any time, with or without notice, and to interpret all Program terms and conditions relating to Fuel Rewards.

7. Club Offers

Golden Pantry may provide Members with additional ways to receive Rewards by enrolling in club offers, such as frequent buyer clubs, promotions, and other programs on particular transactions or Qualifying Purchases, ("Club Offers"). Club Offers may include, for example, opportunities to earn additional Points, birthday surprises and rewards, Member only discounts and rewards, and possible store contests and Member only events. Club Offers may be subject to additional terms and conditions which will be provided to Members at the time of enrollment or acceptance of Club Offers, such as via the App or a website. Read each Club Offer carefully for specific terms, conditions, details, limitations, expiration, and restrictions.

Golden Pantry reserves the right to make Club Offers and other promotional offers available to select Members based on purchase activity, geographic location, Program participation, and/or information supplied by the Member, or other factors. Golden Pantry reserves the right to add, withdraw, amend, or otherwise change these types of opportunities at any time at its sole discretion, with or without notice to Members.

8. Expiration of Rewards and Club Offers; Inactive Accounts

When Rewards are redeemed, the oldest Available fuel rewards are applied and used first. Unless otherwise stated in this Agreement, Available fuel discounts expire twelve (12) months following the

month after the Available Fuel Rewards were first credited to a Member's account. Club Offers expire (12) calendar months after the date of enrollment for a Club Offer unless the additional terms and conditions of a Club Offer state otherwise, which may provide for an earlier or later expiration. Rewards expire as set forth in the terms provided with the Reward. If a Reward does not provide an expiration date, then the Reward will expire 13 calendar months following the date it was issued and applies to only gift cards issued as a reward. Once Available Rewards expire or are applied to redeem a Reward, those Available Rewards will be removed from the Member's account. Rewards will not be added back to a Member's account or to the Member's Available Points if the Member does not use a Reward before its expiration, or if a portion of a Reward remains unused following its application to a purchase or transaction.

Golden Pantry reserves the right to automatically, and without notice, cancel a Member's Program registration and Member account if the Member's account remains inactive for a period of two (2) years or more. Such inactivity includes, for example, no login, access, or use of the Program or the App, or if the Member does not make a purchase at a participating Golden Pantry location or otherwise acquire Fuel Rewards. You understand and agree, by joining the Loyalty Rewards Program, that cancellation by Golden Pantry of a Program account will result in the cancellation and loss of all Rewards, Club Offers and any progress towards any other benefits associated with the Member's account and the inability to earn and/or redeem further Rewards, and Club Offers.

9. Program Restrictions

A Member may not transfer or assign the Member's Program membership or account, or any Program benefits, including Rewards, and Club Offers. Each Member may only have a single membership and account in the Program. Only one Program membership will receive rewards in any one transaction. Rewards, and Club Offers have no cash or cash equivalent value. Golden Pantry reserves the right to approve, deny, or revoke participation in the Program to any individual for any reason whatsoever on an immediate basis and without prior notice. If Golden Pantry determines that a Member has registered more than one (1) Program account or provided any false or incorrect information in connection with the Program or the Member's account, Golden Pantry reserves the right to terminate the accounts immediately and without notice.

10. Right to Change/Modify/Cancel

Golden Pantry may, at any time, cancel, modify, restrict, waive, or terminate this Agreement, the Program, or any of the Program's terms, conditions, or restrictions under this Agreement, including but not limited to the rules for earning rewards, using or applying Available Rewards and redeeming Rewards, and enrolling in Club Offers, and the expiration policies for Program membership and use, Rewards, Available Rewards, Rewards, and Club Offers (a "Program Change"). Prior to any Program Change, Golden Pantry will first provide the Members with prior notice of the Program Change, which notice may be provided electronically via e-mail, the App, or Golden Pantry's website, and by providing a new or updated version of this Agreement containing the Program Change. A Program Change may

affect the Members' ability to acquire, use, or redeem any Rewards, or Club Offers, whether or not already earned. A Member's continued participation in the Program following such notice of the Program Change constitutes the Member's acceptance of the Program Change. The most current version of this Agreement will be available on the App and online and, upon taking effect, will supersede all previous versions of this Agreement. YOUR CONTINUED MEMBERSHIP OR USE IN THE PROGRAM AFTER A PROGRAM CHANGE CONSTITUTES YOUR ACCEPTANCE OF THE PROGRAM CHANGE. IF YOU DO NOT AGREE TO A PROGRAM CHANGE, YOU MUST CANCEL YOUR MEMBERSHIP IN THE PROGRAM.

11. Contacting Golden Pantry

Members may contact Golden Pantry with membership or Program questions, to cancel their membership, or with any other requests or questions by phone, mail, or e-mail as follows:

Golden Pantry Food Stores

Attn: Golden Pantry Loyalty Rewards Program

1725 Electric Avenue, Unit 260

Watkinsville, GA 30677

Phone number: 1-800-533-3816

e-mail: rewards@goldenpantry.com

13. Cancellation; Termination

A Member may cancel their membership in the Program at any time, for any reason by canceling their Program account, whether via the App, on-line, or by contacting Golden Pantry in the manner set forth above. If a Member's membership in the Program is cancelled, whether by Golden Pantry or by a Member, any unused or unredeemed Rewards, and Club Offers will automatically be cancelled and forfeited and will no longer be available for redemption or use. Golden Pantry reserves the right to suspend or terminate, at Golden Pantry's sole discretion, immediately and without notice, any Member or Program account if Golden Pantry determines, in Golden Pantry's sole discretion, that a Member has breached, violated, or acted inconsistently with this Agreement or applicable law, for fraud or misuse of the Program or membership, or if the Member's actions or conduct is harmful to Golden Pantry's interests, to another Member, or to another Golden Pantry customer. Golden Pantry reserves the right to deny future membership if Golden Pantry deems a person's conduct to violate this Agreement.

Golden Pantry's failure to insist upon or enforce your or another Member's strict compliance with this Agreement will not constitute a waiver of any of Golden Pantry's rights.

Upon cancellation or termination for any reason: (a) the Member's participation in the Program and the Member's account shall immediately be terminated and cease; (b) the Member's access to and use of the App and the Member's on-line account will be terminated and cease; (c) the Member will immediately cease all use of the Program, the App, and any other access provided by Golden Pantry; and (d) the Member will no longer receive, have access to, or the ability to use or redeem Rewards, or Club Offers, which shall be cancelled and no longer available or honored. Golden Pantry has no obligation to and shall not compensate any Member for any unredeemed or unused Rewards, Club Offers, or other benefits of the Program following termination or cancellation of a Member's account. It may take several weeks for a Member's request to become effective. If a Member continues to receive Golden Pantry's communications after expressing an opt-out preference, please contact Golden Pantry so that it may investigate the situation or circumstances.

14. E-Mail Communications

Upon registering with the Program and becoming a Member, individuals will sign up to receive e-mails regarding special offers and events, as well as new features of the Program. Program e-mails are in addition to brand marketing emails from Golden Pantry.

Golden Pantry marketing e-mails and Program marketing emails will include an opt-out link should individuals no longer want to receive any of these types of e-mails. Even if a Member opts-out of marketing emails, if the Program membership is still active, Members will continue to receive relationship/operational e-mails related to the Program unless the Member's participation in the Program is cancelled. Individuals do not need to cancel their Program membership to opt-out from receiving Golden Pantry brand marketing e-mails, Program marketing emails, or e-receipt emails.

Members can opt-out of receiving Program marketing and Golden Pantry brand marketing e-mails by going to the user's profile page on the App or website.

15. DISCLAIMER OF WARRANTIES

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GOLDEN PANTRY MAKES NO WARRANTIES TO YOU OR TO ANY MEMBER RELATED TO OR ARISING FROM THE PROGRAM. THE PROGRAM AND ALL INFORMATION, SERVICES, AND MATERIALS AVAILABLE THROUGH THE PROGRAM ARE PROVIDED "AS IS", "WITH ALL FAULTS" AND "AS AVAILABLE" AND WITHOUT ANY WARRANTIES OF ANY KIND OR NATURE WHETHER EXPRESS, IMPLIED, OR STATUTORY, AND GOLDEN PANTRY DISCLAIMS ANY AND ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF

MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT (UNLESS OTHERWISE PROHIBITED BY LAW).

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

16. LIMITATION OF LIABILITY AND DAMAGES

YOU EXPRESSLY AGREE THAT NEITHER GOLDEN PANTRY, NOR THEIR AFFILIATED OR RELATED ENTITIES, VENDORS, CONTRACTORS, PROVIDERS, OR PAYMENT PROCESSORS, NOR ANY OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, OR AGENTS, CONTRACTORS, OR VENDORS, IS RESPONSIBLE OR LIABLE TO YOU, ANY MEMBER, OR TO ANY PERSON OR ENTITY WHATSOEVER FOR ANY LOSS, DAMAGE (WHETHER ACTUAL, CONSEQUENTIAL, SPECIAL, DIRECT, INDIRECT, EXEMPLARY, PUNITIVE OR OTHERWISE), INJURY, CLAIM, LIABILITY, OR OTHER CAUSE OF ANY KIND, NATURE, OR CHARACTER WHATSOEVER, WHETHER IN CONTRACT, TORT, OR OTHERWISE BASED UPON OR RESULTING FROM, ARISING OUT OF, OR RELATED TO THIS AGREEMENT, THE PROGRAM, THE PAYMENT PROGRAM, REWARDS, CLUB OFFERS, OR THE USE OR ATTEMPTED USE OF ANY OF THE FOREGOING.

YOU EXPRESSLY AGREE THAT GOLDEN PANTRY'S TOTAL, COMPLETE, AND AGGREGATE LIABILITY TO YOU, WHETHER IN CONTRACT, WARRANTY, PRODUCTS LIABILITY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF: (A) TEN AND 00/100 DOLLARS (\$10.00), OR (B) THE TOTAL AMOUNT OF THE QUALIFYING PURCHASE MADE BY YOU THAT IS THE SUBJECT OF THE DISPUTE GIVING RISE TO THE LIABILITY.

IN NO EVENT WILL GOLDEN PANTRY BE LIABLE TO YOU OR TO ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF OR RESULTING FROM THE USE OF ANY REWARDS, CLUB OFFERS, THE PAYMENT PROGRAM, OR THE PROGRAM BY SOMEONE OTHER THAN YOU.

THE LIMITATIONS SET FORTH IN THIS SECTION WILL NOT APPLY TO, LIMIT, OR EXCLUDE LIABILITY FOR INJURIES: (A) TO THE BODY OR PERSONS; OR (B) CAUSED BY WILLFUL, MALICIOUS, RECKLESS, OR GROSSLY NEGLIGENT ACTS OR OMISSIONS OR FRAUD.

ALL OF THE PROVISIONS, EXCLUSIONS, AND LIMITATIONS OF LIABILITIES AND DAMAGES SET FORTH IN THIS SECTION 16 WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW, WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR MEMBERSHIP AND PARTICIPATION IN THE PROGRAM, AND ARE IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS YOU HAVE AGREED TO IN CONNECTION WITH ANY OTHER

AGREEMENTS BETWEEN YOU AND GOLDEN PANTRY INCLUDING, FOR EXAMPLE, USE OF THE APP AS SET FORTH IN SECTION 20 BELOW.

CERTAIN STATE LAWS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE EXCLUSIONS OR LIMITATIONS MAY NOT APPLY TO YOU. YOU MAY ALSO HAVE ADDITIONAL OR OTHER RIGHTS AS THEY VARY FROM STATE TO STATE. SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES. IN SUCH JURISDICTIONS, GOLDEN PANTRY'S LIABILITY IS LIMITED TO THE GREATEST EXTENT PERMITTED BY LAW.

IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE PROGRAM, OR WITH ANY OF THESE TERMS AND CONDITIONS, GOLDEN PANTRY'S COMPLETE AND ENTIRE LIABILITY, AND YOUR SOLE AND EXCLUSIVE REMEDY, IS TO DISCONTINUE USING THE PROGRAM. THE FOREGOING REMEDIES SHALL APPLY EVEN IF THEY FAIL OF THEIR ESSENTIAL PURPOSE AND EVEN IF GOLDEN PANTRY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LIABILITIES OR DAMAGES OR SUCH DAMAGES WERE FORESEEABLE.

17. No Relationship With You

You understand that Golden Pantry has not entered into any form of partnership, agency, fiduciary or special relationship with you under this Agreement, or by granting you access to or use of the Program. The relationship of you and Golden Pantry is that of an independent contractor.

18. Governing Law

THE PROGRAM IS VOID WHERE PROHIBITED BY LAW. YOU AGREE THAT THIS AGREEMENT, THE PROGRAM, AND ALL DISPUTES (AS DEFINED BELOW) WILL BE GOVERNED BY AND CONSTRUED UNDER THE FEDERAL ARBITRATION ACT AND APPLICABLE FEDERAL LAW, AND WHERE FEDERAL LAW DOES NOT APPLY, THEN LAWS OF THE STATE OF GEORGIA, WITHOUT REGARD TO PRINCIPLES OF CONFLICT OF LAWS.

19. Dispute Resolution by Binding Individual Arbitration

PLEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS. EXCEPT AS OTHERWISE NOTED BELOW, ANY DISPUTE INVOLVING YOU AND GOLDEN PANTRY OR ANY OF GOLDEN PANTRY'S AGENTS SHALL BE RESOLVED SOLELY AND EXCLUSIVELY THROUGH INDIVIDUAL ARBITRATION AND CONTAINS A JURY AND CLASS ACTION WAIVER.

This arbitration provision shall be interpreted broadly.

“Dispute” shall be interpreted broadly and include any claim or controversy arising out of or relating in any way to this Agreement, its negotiation, execution, acceptance, performance, termination, or breach, or your relationship with Golden Pantry and its subsidiaries, affiliates, agents, contractors, vendors, designees and their successors and assigns, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory. Disputes also include any claims concerning: (a) the Program, the Payment Program, Rewards, Club Offers, or your registration or joining the Program, or your termination or cancellation from the Program; (b) use of the App or any websites in connection with the Program; (c) any products or services offered, sold, or distributed by Golden Pantry in connection with the Program including, but not limited to, the advertising of or the sales practices for such products and services; and (d) claims that are or may be the subject of a putative class action in which no class has been certified. “Dispute” shall also include all disputes that arose in connection with your enrollment in the Program and after the cancellation or termination of the Program or your membership in the Program, including, but not limited to, any claims that are the subject of a purported class action litigation.

BY AGREEING TO ARBITRATION, YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING YOUR RIGHT TO SETTLE DISPUTES BY OTHER AVAILABLE RESOLUTION PROCESSES, SUCH AS A COURT ACTION OR ADMINISTRATIVE PROCEEDING. THE RULES IN ARBITRATION ARE DIFFERENT. THERE IS NO JUDGE OR JURY, LESS OR LIMITED DISCOVERY, AND LIMITED APPELLATE REVIEW. ARBITRATORS CAN AWARD THE SAME DAMAGES AND RELIEF THAT A COURT CAN AWARD.

Either party may initiate an arbitration proceeding by sending a demand to the American Arbitration Association (“AAA”) that describes the basis for the claim. You may serve a copy of a demand on our registered agent as designated and provided under applicable law. The arbitration will be governed by the AAA’s Consumer Arbitration Rules or Commercial Arbitration Rules (collectively, the “AAA Rules”), as appropriate, and as modified by this Agreement, and will be administered by the AAA. The AAA Rules and the form for filing an arbitration claim are available at www.adr.org or by calling 1-800-778-7879. Payment of all filing, administration, and arbitrator fees will be governed by the AAA’s rules, however we will reimburse those fees (but not any attorney’s fees) for claims totaling less than Ten Thousand Dollars (\$10,000.00) unless the arbitrator determines your claims are frivolous or brought for an improper purpose. If the arbitrator finds that either the substance of your claim or the relief sought in your demand is frivolous or brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)), then the payment of all such fees will be governed by the AAA Rules. In such case, you agree to reimburse Golden Pantry for all monies previously disbursed by it that are otherwise your obligation to pay under the AAA Rules. You may choose to have the arbitration conducted by telephone, based on written submissions, or in person in the county where you live or at another mutually agreed upon location.

YOU AND GOLDEN PANTRY AGREE THAT EACH PARTY MAY BRING CLAIMS AGAINST THE OTHER PARTY ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, CONSOLIDATED, OR REPRESENTATIVE PROCEEDING. THIS MEANS THAT YOU MAY NOT PURPORT TO ACT ON BEHALF OF ANY OTHER PERSON OR CLASS OF PERSONS. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief, and only to the extent necessary to provide relief warranted by that party's individual claim. The arbitrator may not award relief for or against anyone who is not a party to the arbitration proceeding. Further, unless both you and Golden Pantry agree otherwise, the arbitrator may not consolidate more than one person's claims and may not otherwise preside over any form of a representative or class proceeding. If a court determines that public injunctive relief may not be waived and all appeals from that decision have been exhausted, then the parties agree that any claim for public injunctive relief shall be stayed pending arbitration of the remaining claims. If this specific paragraph is found to be unenforceable, then the entirety of this dispute resolution provision (except for the jury trial waiver) shall be null and void.

NOTWITHSTANDING ANY OF THE FOREGOING, ANY DISPUTE THAT FALLS WITHIN THE JURISDICTIONAL SCOPE AND AMOUNT OF AN APPROPRIATE SMALL CLAIMS COURT SHALL BE BROUGHT IN SMALL CLAIMS COURT ON AN INDIVIDUAL BASIS EXCLUSIVELY IN A COURT LOCATED IN WATKINSVILLE, OCONEE COUNTY, GEORGIA, AND EACH PARTY CONSENTS TO THE PERSONAL JURISDICTION AND VENUE OF SUCH COURT. IN ADDITION, EITHER PARTY MAY ELECT TO BRING AN ACTION IN ANY COURT OF COMPETENT JURISDICTION, WHEREVER LOCATED, TO SEEK TO ENJOIN INFRINGEMENT OR OTHER MISUSE OF INTELLECTUAL PROPERTY RIGHTS.

WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE PROGRAM FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND GOLDEN PANTRY ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, COUNTERCLAIM, OR CROSS-CLAIM BROUGHT BY GOLDEN PANTRY OR YOU, AND ARE ALSO WAIVING THE RIGHT TO PARTICIPATE IN OR BE REPRESENTED IN ANY CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

This dispute resolution section shall be governed by the Federal Arbitration Act. It shall survive any termination or cancellation of, or your participation in, the Program. Any amendments to this dispute resolution section shall be prospective only and shall not affect any pending arbitration proceeding.

20. Other Agreements

Your participation in the Program requires you to download and use the App and Golden Pantry's website(s) and on-line services, which are subject to one or more separate and independent agreements

between you and Golden Pantry that are governed by their own terms and conditions, and nothing in this Agreement shall amend, modify, or supersede any of those agreements.

21. Privacy Notice

In connection with your participation and use of the Program, You will provide information to Golden Pantry, and Golden Pantry will collect information about you. Please review Golden Pantry's Privacy Notice for information about Golden Pantry's commitment to protecting your privacy and its collection and use of information.

22. Additional Terms

Golden Pantry's waiver of a breach of this Agreement or Golden Pantry's failure to exercise any right under this Agreement shall only be effective if in writing. It is your responsibility to provide Golden Pantry with the appropriate contact information if a waiver or request is desired. In no event shall any waiver constitute a waiver as to any other breach, whether similar or dissimilar in nature, or prevent the exercise of any right under this Agreement. Any modification of any term or condition of this Agreement shall be effective only if done according to the terms and provisions of this Agreement, or in writing and signed by authorized representatives of all parties. No other act, usage, or custom shall be deemed to modify this Agreement. Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law. However, if any provision of this Agreement or the application of any provision to any party or circumstance shall be prohibited by or invalid under applicable law, such provision shall be reduced to such scope as is reasonable and enforceable if possible, without affecting the other provisions of this Agreement. Otherwise, such provision shall be severed and ineffective to the extent of such prohibition or invalidity without invalidating the remainder of the provisions of this Agreement or the application of the provision to the other parties or other circumstances. The parties acknowledge and agree that headings, titles, and captions for particular paragraphs, sections, and subsections of this Agreement have been inserted solely for reference purposes and shall not be used to interpret or construe the terms of this Agreement. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.