



## GENERAL TERMS AND CONDITIONS FOR PARTICIPATION IN THE WORLD FUEL REWARDS PROGRAM

### ARTICLE 1 – INTRODUCTION

This following general terms and conditions (these “Terms and Conditions”) set forth the terms and conditions that govern Participating Locations’ (as defined below) participation in the World Fuel Rewards Program (the “Program”) of World Fuel Services, Inc. (“World Fuel”). These General Terms and Conditions shall constitute a binding agreement between World Fuel and Participating Locations and shall govern all matters relating to the Program. If there is a conflict between these General Terms and Conditions and any additional, different or conflicting terms or conditions contained in any other document related to the Program, these General Terms and Conditions shall prevail.

### ARTICLE 2 – ENROLLMENT

2.1 The Program is an aviation loyalty program for flight departments, pilots, crew, schedulers & dispatchers who are customers of the World Fuel Network and Participating Locations. Members earn points for their aviation spend with World Fuel products and services or for visiting Participating Locations around the globe. Members redeem for reward options including popular gift cards, Visa, top merchandise, charity and invoice credit. The Program aims to empower Participating Locations to boost sales and improve customer loyalty through awarding points to help create a more satisfied cardholder experience and increased conversations with flight departments.

2.2 Participating Locations can purchase points to hold in their virtual account (“Purchased Points”) and purchase points to immediately be awarded to Members (“Awarded Points”), each pursuant to [Section 3.1](#) and earn points pursuant to Article 4 (“World Fuel Bank of Points”, and with the Purchased Points and Awarded Points, “Points”). To enroll in the Program, Participating Locations can visit [worldfuelrewards.com](http://worldfuelrewards.com) and click on the Enroll link.

2.3 To award Points, a fixed-based operator or other merchant or vendor providing aviation-related goods and/or services must enroll in the program as a Participating Location (“Participating Location”). Points are assigned to World Fuel Rewards Members through the dashboard located at [worldfuelrewards.com](http://worldfuelrewards.com) or through World Fuel supported software to Members (collectively, the “Points Portals”). “Members” are defined as “Individual Members” and “Corporate Members”. “Individual Members” are defined as individual pilots and other flight crew members, schedulers, dispatchers, and any other individuals who otherwise are personnel of the applicable flight operator. “Corporate Members” are defined as flight operators that purchase aircraft fuel, procure trip support services and / or are cardholders of World Fuel or its affiliates.

2.4 Participating Locations must provide a valid email address to receive Program communications, including the Participating Location Activity Report (as defined below).

2.5 Participating Locations are required to provide World Fuel current banking or credit card information, including providing new information within thirty (30) days of any expiration or change in such information.

2.6 Participating Locations can change their address and other contact information by logging in to their account at [worldfuelrewards.com](http://worldfuelrewards.com) or by emailing [info@worldfuelrewards.com](mailto:info@worldfuelrewards.com).

### ARTICLE 3 – PURCHASED AND AWARDED POINTS

3.1 Purchased Points and Awarded Points are \$0.02 USD. Purchased Points are deemed to be in the virtual account of the Participating Location on the date on which the order is submitted by the Participating Location to World Fuel through the Points Portals. Awarded Points are deemed to be awarded to the applicable Member on the date on which the order is submitted by the Participating Location to World Fuel through the Points Portals and will be credited to such Member’s account within 48 hours of such award. Participating Locations are fully responsible for the payment of any Purchased Points or Awarded Points purchased by Participating Location issued to Members, including those issued in error by the Participating Location. Points awarded are always processed in USD and USG.

3.2 World Fuel may, in its sole discretion, issue Points to Participating Locations and / or Members at no cost to such Participating Location.

3.3 Participating Locations can promote special offers relating to its awarding of Points to Members through the Program website, but World Fuel has the right to not post or remove any posted content in its sole discretion.

### ARTICLE 4 – WORLD FUEL BANK OF POINTS

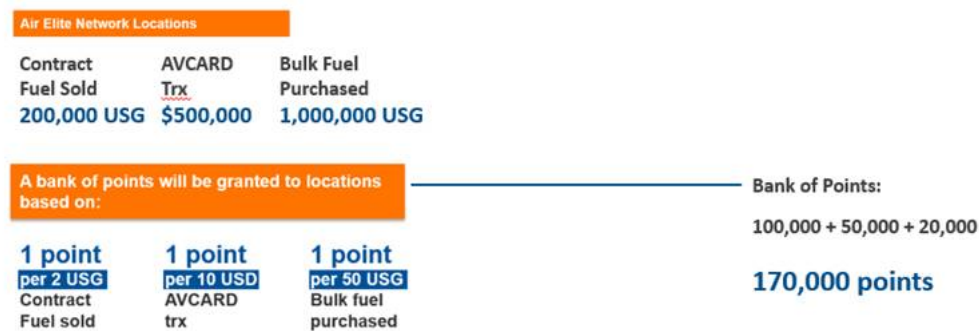
4.1 Participating Locations (“Qualifying Locations”) that purchase (a) bulk branded fuel from World Fuel and (b) a minimum of 5,000 Purchased Points (25,000 Purchased Points for Air Elite locations) in each calendar year (the “Minimum Purchase”) may earn an additional benefit (the “World Fuel Bank of Points”), which can be used by Qualifying Locations to reward customer loyalty, incentivize new customers and support promotions.



4.2 Qualifying Locations will earn a World Fuel Bank of Points at World Fuel's cost based on the following earning criteria for the previous calendar year (the "Earning Criteria"):

- (a) 1 Point per 5 USG (2 USG for Air Elite locations) of fuel purchased by World Fuel customers through the World Fuel Contract Fuel program at the Qualifying Location;
- (b) 1 Point per \$50 USD (\$10 USD for Air Elite locations) for acceptance by the Qualifying Location of transactions using AVCARD® by World Fuel; and
- (c) 1 Point per 100 USG (50 USG for Air Elite locations) of bulk branded fuel purchased from World Fuel by the Qualifying Location.

**EXAMPLE:**



4.3 If a Qualifying Location did not have an Earning Criteria in the applicable previous year, then World Fuel will calculate a good faith estimate of what World Fuel Bank of Points would have been earned based on estimated volume of the Earning Criteria set forth in Section 4.2(c).

4.4 Each Qualifying Location agrees that Points in the World Fuel Bank of Points are solely to be used by such Qualifying Location to award Points, in the Qualifying Location's sole discretion, to Members that are not affiliates of the applicable Qualifying Location.

**ARTICLE 5 – REPORTS**

World Fuel will send the Qualifying Locations a monthly e-mail summarizing its available Points, activity and World Fuel Bank of Points status ("Activity Report"). Activity Reports are available on the Points Portals for review. Qualifying Locations can also request a Activity Report by writing [info@worldfuelrewards.com](mailto:info@worldfuelrewards.com).

**ARTICLE 6 – PAYMENT OF PURCHASED POINTS AND AWARDED POINTS; TRUE UP POINTS**

6.1 Participating Locations agree that payments for Purchased Points and Awarded Points will be automatically deducted by World Fuel at the end of each calendar month from the applicable bank account or charge card that Participating Location has on file with World Fuel. Participating Locations agree to ensure that valid and active bank account or charge card is on file with World Fuel at all times.

6.2 If a Participating Location does not meet its Minimum Purchase requirement within a calendar year, then such Participating Location agrees that World Fuel will automatically deduct an amount equal to \$0.02 USD multiplied by the number of Points that such Participating Location needs to meet its Minimum Purchase requirement at the end of December of the applicable calendar year (the "True Up Points"). In such case, the True Up Points will be deemed Purchased Points and will be available to the Participating Location for use pursuant these Terms and Conditions, but the Participating Location agrees that it will forfeit any Points in its World Fuel Bank of Points for such calendar year.



## **ARTICLE 7 – POINT EXPIRATION / SUSPENSION / DEACTIVATION / AUDIT / DISPUTES**

7.1 Purchased Points expire twelve (12) months from the date they deemed issued to the Participating Location pursuant to Section 3.1.

7.2 World Fuel Bank of Points expire on the last day of the calendar year in which they were awarded pursuant Article 4.

7.3 Participating Locations can choose to discontinue participation in the Program at any time by giving World Fuel thirty (30) days prior written notice. Participating Locations will be responsible for paying for all purchased or awarded Points.

7.4 World Fuel reserve the right to audit any and all Participating Location accounts at any time for compliance with the Program rules, without notice to the Participating Location. In the event the audit reveals discrepancies or possible violations of these Terms and Conditions, the processing of World Fuel Bank of Points may be delayed pending completion of the audit.

7.5 If an audit reveals that Points were awarded in the wrong amount, World Fuel will adjust the Participating Locations Points accordingly, and will provide the Participating Location with a Report and reason for the adjustment.

7.6 World Fuel reserves the right to suspend a Participating Location's account if:

- (a) The Participating Location breaches any provision of these Terms and Conditions, including the obligations to make payments or provide bank account or charge card information hereunder; or
- (b) World Fuel believes that Participating Location has violated any Program rules;

In such cases, World Fuel will provide the Participating Location notice of the breach violation(s) and provide Participating Location a reasonable amount of time to cure the breach or violation. If the breach or violation is not cured with the applicable time period, World Fuel has the right to deactivate the Participating Location's account and terminate the Participating Location's participation in the Program. Upon any such deactivation and termination, the Participating Location forfeits all Points in its account. Participating Locations with suspended account cannot purchase, earn or award Points during the time of suspension.

7.7 Notwithstanding the foregoing, World Fuel can immediately deactivate the Participating Location's account and terminate the Participating Location's participation in the Program if the Participating Location:

- (a) The Participating Location violates any applicable law;
- (b) The Participating Location makes any misrepresentation, material omission or fraudulent statement;
- (c) In the event of a voluntary filing of a petition or action for bankruptcy or insolvency or the entry of a final judgment or other sustaining petition(s) or action(s) taken by the Participating Location's creditors, or the liquidation, dissolution or winding up; or
- (d) The Participating Location has not purchased Points or Awarded Points for four (4) consecutive calendar years; or
- (e) The Participating Location no longer meets the definition of "Participating Location" hereunder.

7.8 If a Participating Location believes that Points have not been properly invoiced or awarded or credited to the Participating Location or to the applicable Member account to which the Participating Location issues Points (each, a "Dispute"), such Participating Location is required to submit documentation or other proof satisfactory to World Fuel of such Dispute, which may include copies of fuel transaction receipts or other purchase documentation. Any claim of a Dispute must be received by World Fuel within six (6) months after the date on which the Participating Location issued the Points that are the subject matter of the Dispute to the applicable Member.

## **ARTICLE 8 – CHANGES TO THE PROGRAM**

World Fuel has the right to (i) suspend or modify, in whole or in part, these Terms and Conditions, and the Program at any time effective immediately, and will notify Participating Locations of any such changes in a reasonable amount of time, or (ii) terminate without cause the Program in its entirety with sixty (60) days prior written notice to a Participating Location, at which time all Participating will be deactivated and their accounts terminated. Upon any such deactivation and termination, the Participating Location forfeits all Points in it account.



## ARTICLE 9 – INDEMNIFICATION

Participating Locations agrees to indemnify, defend and hold harmless World Fuel, its affiliates, and their respective equity holders, officers, manager, directors, employees, agents and permitted assigns (“Indemnitees”) from and against any and all liabilities, losses, claims, costs, expenses and damages (including reasonable attorneys’ fees) of whatever nature incurred by any such indemnitee as a result of any claim brought in connection with the Program, Points, or use of the Points Portals. Participating Locations agree to release and hold harmless Indemnitees from all liability regarding Participating Locations’ earning and use of Points or Participating Locations’ participation in the Program.

## ARTICLE 10 – LIMITATION OF LIABILITY / NO WARRANTIES

**10.1 IN NO EVENT SHALL WORLD FUEL BE LIABLE TO PARTICIPATING LOCATION OR ANY THIRD PARTY FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL OR PUNITIVE DAMAGES UNDER ANY CIRCUMSTANCES, EVEN IF WORLD FUEL HAS BEEN ADVISED OF THE POSSIBILITY THEREOF.**

**10.2 IN NO EVENT SHALL WORLD FUEL BE LIABLE TO PARTICIPATING LOCATIONS OR ANY THIRD PARTY FOR ACTS OR OMISSIONS OF THIRD-PARTY VENDORS OR FOR ANY PRODUCTS AND SERVICES THAT SUCH THIRD-PARTY VENDORS MAY PROVIDE TO PARTICIPATING LOCATIONS, INCLUDING, WITHOUT LIMITATION, ANY DEFECTS, OR FOR THE FAILURE FOR SUCH THIRD-PARTY VENDORS TO HONOR ANY POINTS COMMITMENTS.**

**10.3 WORLD FUEL MAKES NO WARRANTIES OR REPRESENTATIONS REGARDING PRODUCTS OR SERVICES OFFERED BY THIRD-PARTY VENDORS. WORLD FUEL HAS NOT MADE AND DOES NOT MAKE ANY WARRANTIES OR REPRESENTATIONS WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROGRAM, POINTS OR ANY PRODUCTS OR SERVICES PROVIDED BY THIRD PARTIES, INCLUDING BUT NOT LIMITED TO: (A) ANY IMPLIED WARRANTY OF MERCHANTABILITY, (B) ANY IMPLIED WARRANTY ARISING FROM COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE, OR (C) ANY IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE.**

**10.4 IN NO EVENT SHALL WORLD FUEL’S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THE PROGRAM OR POINTS EXCEED \$1,000.00 USD.**

10.5 World Fuel shall have no liability for correspondence, mail, or email, which is lost, delayed, or misdirected. World Fuel shall not be liable for a lost or stolen password, email address, Awards or Participating Location account number.

## ARTICLE 11 – OTHER PROVISIONS

11.1 Restrictions. Awards, Points and participation in the Program are subject to applicable government regulations and are void where prohibited by law. Other restrictions may apply.

11.2 Privacy. These Terms and Conditions must be read in conjunction with World Fuel’s Privacy Notice, the current version of which is available on <https://www.wfscorp.com/en/privacy-center> and upon request.

11.3 Governing Law: Venue: Trial by Jury. These General Terms and Conditions and any transaction order relating thereto shall be governed by and construed in accordance with the laws of the State of Florida, United States of America. In any action or proceeding arising out of or relating to these General Terms and Conditions (an “Action”), each of the parties hereby irrevocably submits to the non-exclusive jurisdiction of any federal or state court sitting in Miami, Florida and further agrees that any Action may be heard and determined in such Florida federal or state court. Participating Location waives personal service of any summons, complaint or other process and agrees that the service thereof may be made by certified mail, registered mail, or any other manner of delivery that provides for return receipt directed to Participating Location at its address set forth in the agreement or otherwise provided to World Fuel in writing. The Terms and Conditions, the Program, or any portion thereof, shall be subject to applicable law and void where prohibited by law. **THE PARTIES HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF THESE GENERAL TERMS AND CONDITIONS.**

11.4 Assignment; No Third-Party Beneficiaries. Participating Location shall not assign any right or delegate any obligation arising under these General Terms and Conditions without the prior written consent of World Fuel, which consent may be withheld in the sole discretion of World Fuel. These Terms and Conditions intended for the benefit of World Fuel and Participating Locations, and their respective permitted successors and assigns, and is not for the benefit of, nor may any provision hereof be enforced by, any other person.



**11.5 Waiver and Amendment.** No remedy referred to in these General Terms and Conditions is intended to be exclusive, but each shall be cumulative and in addition to any other remedy referred to herein or otherwise available to World Fuel at law or in equity. The exercise or beginning to exercise by World Fuel of any one or more such remedies shall not preclude the simultaneous or later exercise by World Fuel of any or all such other remedies. All remedies under these General Terms and Conditions survive termination of these General Terms and Conditions. Failure by World Fuel to enforce any of its rights hereunder shall not constitute a waiver of such rights or any other rights hereunder. No waiver of any of the provisions of these General Terms and Conditions shall be effective unless it is in writing and signed by World Fuel and Participating Location. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be a continuing or future waiver. World Fuel has the right to amend these General Terms and Conditions at any time without notice to Participating Location.

**11.6 Severability; Headings.** If any provision of these General Terms and Conditions is deemed invalid, void or unenforceable then the remainder of these General Terms and Conditions shall not be impaired or invalidated and each such provision shall remain in full force and effect to the extent permitted by law. The headings used herein are for convenience of reference only and are not to affect the construction of or to be taken into consideration in interpreting these General Terms and Conditions.

**11.7 Notices.** All notices, requests, demands, or other communications required hereunder shall be in writing and shall be deemed to have been duly given upon receipt if delivered in person, by overnight courier, facsimile, e-mail transmission, or upon the expiration of three (3) days after the date sent via certified mail or return receipt requested. All notices sent by mail or courier service shall be sent to World Fuel at 9800 NW 41st Street, Suite 400, Miami, Florida 33178, Attention: Office of the General Counsel, Fax: (305) 351-4497 and to Participating Location at the address provided by Participating Location in the account application submitted to World Fuel. Either party may by written notice to the other change the address, or facsimile number, or electronic messaging system details to which notices or other communications are to be sent.

**11.8 Advertising.** A party shall not, without the prior written consent of the other party, use the name or any trade name or registered trademark of the other party or any affiliate of the other Party in any advertising or communications to the public in any format except as necessary to perform its obligations hereunder, nor shall a Party make publicity releases or announcement regarding these General Terms and Conditions. Each party shall cause its employees and agents to comply with these requirements.

**11.9 Intellectual Property.** All intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks service marks, trade secrets, know-how and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to all documents, work product and other materials that are delivered to Participating Location under this Agreement or prepared by or on behalf of the World Fuel related to the Program (collectively, the "Deliverables") except for any confidential information of Participating Location or Participating Location materials shall be owned by World Fuel. World Fuel hereby grants Participating Location a license to use all Intellectual Property Rights free of additional charge and on a non-exclusive, worldwide, non-transferable, non-sublicenseable, fully paid-up, royalty-free and perpetual basis to the extent necessary to enable Participating Location to make reasonable use of the Program. Participating Location agrees that it have no ownership rights in Points or your Program account.

**11.10 Personal Data.**

(a) World Fuel may collect, process and use personal data, such as name and contract details, of Participating Location's employees or representatives ("Personal Data").

(b) Participating Location appoints World Fuel as a processor to process the Personal Data that is the subject of these General Terms and Conditions. Each party shall comply with the obligations that apply to it under Applicable Data Protection Law.

"Applicable Data Protection Law" shall mean Regulation 2016/679 of the European Parliament and of the Council on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) and any data protection laws in any European Union Member State including laws implementing such Regulation.

"controller", "processor", "data subject", "personal data", "processing" (and "process") and "special categories of personal data" shall have the meanings given in Applicable Data Protection Law.

(c) Participating Location shall not disclose (and shall not permit any data subject to disclose) any special categories of personal data to World Fuel for processing.

(d) World Fuel shall process the Personal Data as a processor as documented in and necessary to perform its obligations hereunder (the "Permitted Purpose"), except as otherwise required by any law applicable to Participating Location and in which case World Fuel shall inform Participating Location prior to such processing, unless World Fuel is prohibited by law from doing so.



- (e) World Fuel shall not transfer the Personal Data (nor permit the Personal Data to be transferred) outside of the European Economic Area ("EEA") unless it has taken such measures as are necessary to ensure the transfer is in compliance with Applicable Data Protection Law. Such measures may include (without limitation) transferring the Personal Data to a recipient in a country that the European Commission has decided provides adequate protection for personal data, to a recipient that has achieved binding corporate rules authorization in accordance with Applicable Data Protection Law, or to a recipient that has executed standard contractual clauses adopted or approved by the European Commission.
- (f) World Fuel shall ensure that any person that it authorizes to process the Personal Data (including World Fuel's staff, agents and subcontractors) (an "Authorized Person") shall be subject to a duty of confidentiality (whether a contractual duty or a statutory duty), and shall not permit any person to process the Personal Data who is not under such a duty of confidentiality.
- (g) World Fuel shall implement appropriate technical and organizational measures to protect the Personal Data (i) from accidental or unlawful destruction, and (ii) loss, alteration, unauthorized disclosure of, or access to the Personal Data (a "Security Incident").
- (h) Upon becoming aware of a confirmed Security Incident, World Fuel shall inform Participating Location without undue delay and shall provide all such timely information and cooperation as Participating Location may require in order for Participating Location to fulfil its data breach reporting obligations under (and in accordance with the timescales required by) Applicable Data Protection Law. World Fuel shall further take all such measures and actions as are reasonably necessary to remedy or mitigate the effects of the Security Incident and shall keep Participating Location updated on all material developments in connection with the Security Incident.
- (i) Participating Location hereby consents to World Fuel engaging third party subcontractors ("Sub-processors") to process the Data provided that World Fuel imposes data protection terms on any Sub-processor it appoints that protect the Data to the same standard provided for by this [Section 11.10](#). Participating Location may object to World Fuel's appointment or replacement of a sub-processor prior to its appointment or replacement, provided such objection is based on reasonable grounds relating to data protection. In such event, World Fuel will either not appoint or replace the sub-processor or, if this is not possible, Participating Location may suspend or terminate this Agreement (without prejudice to any fees incurred by Participating Location prior to suspension or termination).
- (j) World Fuel shall provide reasonable and timely assistance (including by appropriate technical and organizational measures) to Participating Location to enable Participating Location to respond to: (i) any request from a data subject to exercise any of its rights under Applicable Data Protection Law (including its rights of access, correction, objection, erasure and data portability, as applicable); and (ii) any other correspondence, enquiry or complaint received from a data subject, regulator or other third party in connection with the processing of the Personal Data. In the event that any such request, correspondence, enquiry or complaint is made directly to World Fuel, World Fuel shall promptly inform Participating Location providing full details of the same.
- (k) World Fuel shall provide Participating Location with all such reasonable and timely assistance as Participating Location may require in order to conduct a data protection impact assessment and, if necessary, consult with its relevant data protection authority.
- (l) Upon termination or expiry of this Agreement, World Fuel shall maintain the Personal Data according to World Fuel's retention policy and/or applicable law. At the end of the relevant period, World Fuel will anonymize or destroy the Personal Data in its possession or control.
- (m) World Fuel shall respond to any written audit questions submitted to it by Participating Location, provided that Participating Location shall not exercise this right more than once per year.