

# INTRODUCTION

The Hinds Energy VIP Rewards program allows customers to save money at the pump and in our convenience stores. Customers can even save on Hinds Energy home heating fuels and HVAC equipment/services. Registering for this program is completely free! Pick up an application today at any of our locations!



## CUSTOMER LOYALTY PROGRAM

REVISED: JULY 2017

# EARNING POINTS

Points can be earned on delivered home heating fuels from Hinds Energy, or HVAC equipment/services from Hinds Energy. You can also earn points on in-store purchases and at the pump any H/O Mart (Montrose, Susquehanna, & New Milford), or at any of the Hinds Affiliates located in the Felix-Hinds Plaza (Endless Mountains Gift & Gallery, Felix-Hinds Garden Center, & Endless Sheds).

## HINDS ENERGY PRODUCTS

- **5 POINTS PER GALLON** on delivered Hinds Energy home heating fuels<sup>1</sup>
- **2 POINTS PER DOLLAR SPENT** on Hinds Heating & Cooling equipment and/or service

## H/O MART

- **5 POINTS PER GALLON** of gas or diesel purchased at the pump or in-store
- **2 POINTS PER DOLLAR SPENT** on a variety of in-store merchandise<sup>2</sup>

## HINDS AFFILIATES

*Endless Mountains Gift & Gallery, Felix-Hinds Garden Center & Endless Sheds*

- **2 POINTS PER DOLLAR SPENT** on a variety of in-store merchandise<sup>3</sup>
- **500 bonus points** for the purchase of a shed<sup>3</sup>

## OTHER INFORMATION

- Points expire 90 days from the date of the transaction that your points were earned.
- Check your point balance at the bottom of your receipt or register your loyalty card online to get monthly email statements.
- Link your phone number to your loyalty card.

# REDEEMING POINTS

Points may be redeemed at the pump or in the store. If you wish to redeem points for Hinds Energy home heating fuels and HVAC equipment and services you must redeem them through your account in our main office. You may call our office to redeem points on these deliveries or purchases.

## FUEL PRODUCTS

- Delivered<sup>5</sup>
- At the pump<sup>6</sup>

CENTS OFF PER GALLON	POINT LEVEL
5¢	500
10¢	1,000
25¢	2,500
50¢	4,600
75¢	6,800
\$1.00	9,000

## CONTACT US

Questions or comments?

Office hours:  
Monday-Friday  
8am-4pm

- 1-888-883-0692
- [www.HindsEnergy.com](http://www.HindsEnergy.com)
- [info@HindsEnergy.com](mailto:info@HindsEnergy.com)

## HVAC PRODUCTS

- Equipment or service<sup>4</sup>

GIFT CERTIFICATE	POINT LEVEL
\$25	500
\$50	2,500
\$100	5,000

## H/O MART PRODUCTS

Visit your local H/O Mart or check online (Facebook or [www.HindsEnergy.com](http://www.HindsEnergy.com)) for current in-store promotions<sup>6</sup>

Footnotes:

<sup>1</sup> Points cannot be earned on HINDS ENERGY ONLINE ([www.HindsEnergyOnline.com](http://www.HindsEnergyOnline.com)) deliveries or purchases. It is the customer's responsibility to make sure their loyalty account is linked to their fuel oil, propane, or service account in our office in order to receive points on fuel deliveries and HVAC transactions. Points earned on deliveries or service will be awarded every 30-45 days to your loyalty account. Loyalty points may be removed if your account is 30 days past due.

<sup>2</sup> Points cannot be earned or redeemed on the following products: Pennsylvania State lottery, cigarettes and/or other tobacco products. Some items in various c-store departments such as grocery, electronics, or health, beauty and cosmetics may not be eligible for earning or redeeming rewards.

<sup>3</sup> Points cannot be earned on wall art in the Endless Mountains Gift & Gallery. Only bonus points are awarded for sheds.

<sup>4</sup> Gift certificates are good towards Hinds HVAC division purchases or services only.

<sup>5</sup> Prepay, or budget customers cannot redeem points for discounts off delivered Hinds Energy fuels during the contract period. Commercial customers have a different point redemption structure; please call the office for details.

<sup>6</sup> Redemptions on fuels at the pump have a 20 gallon maximum.

### **Hinds Oil Rewards Program Terms and Conditions**

1. Agreement to Terms. You agree to read carefully in their entirety, and be bound by, all of the terms and conditions set forth herein ("Terms and Conditions" or "Agreement") prior to participating in the "Hinds VIP Rewards Program" administered by Hinds Oil Co., Inc. (the "Company") and FIS Loyalty. ("FIS"), the program administrator. If you do not agree to be bound by the Terms and Conditions, you may not participate in the Hinds VIP Rewards Program. Your participation in the Hinds VIP Rewards Program will automatically bind you to the Terms and Conditions without any further action to be taken by the Company or you. PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES AND OBLIGATIONS AS A PARTICIPANT IN THE Hinds VIP Rewards PROGRAM.

2. Modification of Agreement. The Company reserves the right, at its sole and absolute discretion, to change, modify, add and/or delete any portion of this Agreement, in whole or in part, at any time without further notice. Notification of changes in the Agreement will be posted on [www.HindsEnergy.com](http://www.HindsEnergy.com). The terms and conditions may be modified from time to time and will also be available at any Hinds Mart location and may be mailed to you upon request. The interpretation of any and all program terms and conditions shall be at our sole discretion and such interpretations are binding on you. You are responsible for notifying us of any changes of address. We are not responsible for rewards which are lost, delayed or misdirected in the mail or otherwise in transit. Your continued participation in the Hinds VIP Rewards Program after notice constitutes your acceptance of and agreement to be bound by any such changes to the Terms and Conditions. It is your responsibility to regularly check the Company's website to determine if there have been any changes made to the Terms and Conditions.

3. Copyright Protection and Use of Company Information. The Hinds VIP Rewards Program is protected by copyright as a collective work and/or compilation, pursuant to U.S. copyright laws, international conventions and other copyright laws. You may not use the Company's names, logos and/or trademarks in any manner without the prior written consent of the Company.

4. Right to change the Hinds VIP Rewards Program. The Company may, in its sole and absolute discretion, change, suspend or discontinue any aspect of the Hinds VIP Rewards Program at any time without further notice. In addition, the Company may also impose limits on certain features and services or restrict your access to any portion or the entire Hinds VIP Rewards Program without notice or liability. The Company reserves the rights, in its sole and absolute discretion, at any time, with or without cause, to refuse service or cancel your membership in the Hinds VIP Rewards Program. The program has no predetermined termination date and may continue until such as time as we, in our sole discretion, elect to terminate the program. We have the right to end the program at any time without providing notice to you. Upon termination of the program, by us, any points earned and not redeemed will be null and void.

5. Indemnification for Your Breach of Agreement. You hereby agree to indemnify, defend and hold Company and FIS and their respective subsidiaries, affiliates, officers, directors, owners, agents, employees, information providers, licensors, licensees, representatives and successors and assigns (collectively, the "Indemnified Parties") harmless from and against any loss, liability, claim, demand, damages, costs and expenses, including reasonable attorneys' fees and expenses, incurred by one or more of the Indemnified Parties relating to, arising out of or in connection with any breach or alleged breach by you of any representation, warranty and /or covenant set forth herein. You agree to cooperate as fully as reasonably required in the defense of any claim brought by or on behalf of an Indemnified Party. Company reserves the right, at its own expense, to assume the exclusive defense

and control of any matter otherwise subject to indemnification by you and you shall in no event settle any claim without the prior written consent of Company.

6. NO WARRANTY. THE Hinds VIP Rewards PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY AND ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS AND INFORMATION MADE AVAILABLE TO YOU OR ACCESSED BY YOU AS A PARTICIPANT IN THE Hinds VIP Rewards PROGRAM IS PROVIDED BY THE COMPANY AND FIS ON AN "AS IS" BASIS TO THE FULLEST EXTENT PERMISSIBLE BY LAW, AND, ACCORDINGLY. THE COMPANY MAKES NO REPRESENTATION OR WARRANTIES OF ANY NATURE OR KIND WHATSOEVER FOR THE CONTENT OF THE Hinds VIP Rewards PROGRAM OR THE MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE TO YOU. FURTHER THE COMPANY DISCLAIMS ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, NON-INFRINGEMENT, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE COMPANY ASSUMES NO RESPONSIBILITY, AND SHALL NOT BE LIABLE FOR ANY DAMAGES THAT YOU MAY INCUR BY USE OF OR THE PARTICIPATION IN THE Hinds VIP Rewards PROGRAM. THE COMPANY AND FIS, AND THEIR RESPECTIVE SUBSIDIARIES AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, LICENSEES AND REPRESENTATIVES SHALL NOT BE LIABLE FOR YOUR USE OF OR PARTICIPATION IN THE Hinds VIP Rewards PROGRAM, INCLUDING, WITHOUT LIMITATION, THE CONTENT AND ANY ERRORS CONTAINED THEREIN, WHICH RESULTS FROM ACTS OR EVENTS BEYOND THE COMPANY'S REASONABLE CONTROL.

Neither we or FIS, the Hinds VIP Rewards Program administrator, or any Hinds Energy employees, are liable for the failure of a participating merchant to give a benefit under the program; any loss or damage whatsoever, caused by, or arising out of any merchandise purchased under the Hinds VIP Rewards Program (and all express or implied warranties, including the implied warranties of merchantability and fitness for a particular purpose are hereby disclaimed); any failure to notify you or any change in these Terms and Conditions and/or the Program benefits; or the suspension or termination of this Program.

We will use our best efforts to maintain the equipment and software used to operate and manage the Program; however, we are not liable for any equipment and/or software technical difficulties which may or may not result in the appropriate points earned or reward(s) issued.

7. NO AWARDS OF DAMAGES AGAINST THE COMPANY. IN NO EVENT SHALL THE COMPANY OR FIS (PROGRAM ADMINISTRATOR), AND THEIR RESPECTIVE SUBSIDIARIES AFFILIATES, OFFICERS, DIRECTORS, OWNERS, AGENTS, EMPLOYEES, INFORMATION PROVIDERS, LICENSORS, LICENSEES, REPRESENTATIVES, AND SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES ARISING OUT OF YOUR USE OF OR PARTICIPATION IN THE Hinds VIP Rewards PROGRAM, INCLUDING, WITHOUT LIMITATION, LOST PROFITS, BUSINESS INTERRUPTION, DAMAGE TO EQUIPMENT, COMPUTER PROGRAMS, OR INFORMATION SYSTEMS, OR THE LOSS OF ANY INFORMATION OR DATA EVEN IF THE COMPANY OR FIS IS AWARE OR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE COMPANY'S MAXIMUM LIABILITY TO YOU FOR ANY CAUSE WHATSOEVER, AND REGARDLESS OF THE FORM OF THE ACTION, SHALL AT ALL TIMES NOT EXCEED TEN DOLLARS (\$10.00).

8. Expiration of points. If unredeemed, any and all points earned as a participant in the Hinds VIP Rewards Program, will expire 90 days from the date the points were accrued.

9. Entire Agreement. The Terms and Conditions and the Privacy Statement constitute the entire agreement between Company and you with respect to your use of and participation in the Hinds VIP Rewards Program. Any cause of action you may have with respect to your use of the Hinds VIP Rewards Program must be commenced within 1 month after the claim or cause of action arises. If for any reason a court of competent jurisdiction finds any provision of this Agreement, or portion thereof, to be unenforceable, that provision shall be enforced to the maximum extent permissible so as to effect the intent of this Agreement, and the remainder of this Agreement shall continue in full force and effect. The failure of the Company to exercise or enforce its rights hereunder shall not constitute a waiver of such right or provision in that or any other instance. By using or participating in the Hinds VIP Rewards Program, you agree that the laws of the State of Pennsylvania, without regard to principles of conflicts of laws, will govern the Terms and Conditions of any dispute that may arise hereunder. You further agree not to commence or prosecute any action in connection herewith other than in the state and federal courts of Pennsylvania, and you hereby consent to, and waive all defenses of lack of personal jurisdiction and forum non conveniens with respect to, venue and jurisdiction in the state and federal courts of Pennsylvania. Program points and rewards may be subjected to federal, state or other taxes and such taxes are your sole responsibility.

10. Privacy Statement. The Company is committed to being the best at serving the needs of our customers. By participating in the program you are electing to receive e-mail promotions or offers related to the program. The Company will not knowingly and intentionally release your name to any list service or manufacturer, and the Company will take all reasonable steps to hold such

information in confidence. You consent to our accumulation, retention and reasonable use of all information regarding you that require a result of your participation in the Hinds VIP Rewards Program.

If you have any questions regarding Hinds VIP Rewards Program, please call a Hinds Energy representative at 1-888-883-0692.