

**FARMERS COOPERATIVE**  
**Home Run Rewards Program Terms and Conditions**  
(Effective Date: April 1, 2026)

Welcome to the Farmers Cooperative Home Run Rewards Program ("Program")! These Terms and Conditions ("Terms") govern your participation in the Program. By enrolling or participating, you agree to abide by these Terms. Please read them carefully.

**1. Program Period.**

- The Program starts on April 1, 2026 and ends on March 31, 2027 (the "Program Period"); provided, however, that the Rewards under the Program are expected to be delivered to participants not later than May 31, 2027.

**2. Eligibility**

- The Program is open to patrons of the Cooperative that are active producers of agricultural products and/or livestock who are 19 years of age or older that have successfully established and maintain in good standing a customer account with the Cooperative.
- Patrons with accounts for non-agricultural business (e.g., commercial trucking accounts) are not eligible to participate in the Program.
- Employees of the Cooperative with accounts receiving employee-discounted pricing are not eligible to participate in the Program. Provided that the other qualifications are satisfied (e.g., producer of agricultural products/livestock), employees with accounts not receiving discounted pricing are eligible to participate in the Program.
- Participation in the Program requires a valid email address and enrollment through the Cooperative's sign-up process not later than July 1, 2026. Each patron is limited to enrolling only one account in the Program. There is no fee for enrolling in the Program.
- To obtain eligibility for Rewards under the Program, a participant must conduct business during the Program Period with no fewer than three (3) of the following departments of the Cooperative's Energy Division: (i) Lubricants Dept.; (ii) Fuel Dept.; (iii) Tires Dept.; and (iv) Propane Dept. Failure to conduct business with the minimum number of departments during the Program Period, shall disqualify participants from receiving Rewards under the Program.

**• How to Earn Rewards**

- Under the Program, eligible participants shall receive rewards in the form of an account statement credit (the "Rewards") based upon the business conducted among the departments of the Cooperative's Energy Division.
- Eligible participants obtain Rewards based upon the participant's respective tier status. There are two tiers: Triple-Play status for participants conducting business during the Program Period with three (3) of the departments of the Cooperative's Energy Division; and Grand-Slam status for participants conducting business during the Program Period with all four (4) of the departments of the Cooperative's Energy Division.
- Subject to the limitations set forth in these Terms, Rewards are determined and are awarded based upon an eligible participant's cumulative purchases (by volumes or by purchase prices paid, exclusive of applicable taxes and fees, as applicable, and net of any subsequent product returns or other refunds for prior purchases during the Program Period) from the respective departments during the Program Period at the rates set forth below and based upon the participant's respective status:

<u>Department</u>	<u>Rate for Triple-Play Status</u>	<u>Rate for Grand-Slam Status</u>
Tires	1% of Paid Purchases	2% of Paid Purchases
Propane	\$0.01 per gallon	\$0.02 per gallon
Lubricants	\$0.10 per gallon	\$0.20 per gallon
Fuel	\$0.01 per gallon	\$0.02 per gallon

- The maximum amount of Rewards that made be awarded to any participant under this Program is \$500.00. Once this limit is achieved, no additional Rewards shall be awarded to participants for any reason.
- Rewards eligibility and the rates for which Rewards are determined are subject to change at Farmer Cooperative's discretion; provided, however, that such changes shall be uniformly applied to all Program participants, and at least thirty (30) days advance notice of the changes shall be delivered to the participants before the changes become effective.

**3. Delivery of Rewards**

- Rewards under the Program shall be determined at the conclusion of the Program Period and delivered to eligible participants in the form of an account statement credit (not exceeding the maximum limit of \$500.00) not later than May 31, 2027.
- Rewards are non-transferable, non-exchangeable, and have no cash value except as a statement credit which cannot be redeemed or refunded for cash.

- Rewards may only be used by participants for purchases from one or more of the departments of the Cooperative's Energy Division (i.e., Lubricants Dept., Fuel Dept., Tires Dept., and Propane Dept.)

#### **4. Restrictions and Forfeiture**

- Farmers Cooperative reserves the right to deduct Rewards awarded through fraudulent or unauthorized means.
- Rewards are non-transferable (a) upon death, (b) as part of a domestic relations matter, (c) from one participant to another, and (d) otherwise by operation of law.
- Farmers Cooperative reserves the right to suspend or discontinue eligibility of any participant who uses, or attempts to use, the Program in a manner inconsistent with these Terms and Conditions, or any federal or state laws.
- Each Program participant is solely responsible for any and all applicable fees and federal, state and/or local taxes associated with receipt and use of Rewards.

#### **5. Program Changes and Termination**

- Farmers Cooperative may modify, suspend, or terminate the Program at any time with thirty (30) days prior notice.
- Changes will be communicated via [email/website/other method].
- All questions or disputes regarding eligibility for the Program or a participant's compliance with these Terms and Conditions will be resolved by Farmers Cooperative in its sole discretion.
- In the event that any provision of these Terms and Conditions is determined to be invalid or unenforceable or illegal, these Terms and Conditions shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.
- All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions or the rights and obligations of participants in connection with the Program shall be governed by and construed in accordance with the internal laws of the State of Nebraska without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state's laws.

#### **6. Limitation of Liability**

- By accepting any Rewards, each participant agrees to hold harmless and release Farmers Cooperative and its directors, officers and employees, from any liability whatsoever for any claims, costs, injuries, losses, or damages of any kind resulting in whole or in part, directly or indirectly, from participation in the Program or from the participant's acceptance, possession, use, or misuse of any Rewards.
- Farmers Cooperative is not responsible for technical issues or delays in awarding the Rewards that are beyond its control.
- The Program is provided "as is," and participation is at the participants' own risk.
- PARTICIPANTS AGREE THAT ANY AND ALL CLAIMS, JUDGMENTS, AND AWARDS FOR DAMAGES SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND SHALL BE LIMITED TO THE LESSER OF (A) \$500.00, OR (B) ACTUAL OUT-OF-POCKET COSTS INCURRED, BUT IN NO EVENT SHALL ENTRANTS BE PERMITTED TO OBTAIN AWARDS FOR ATTORNEY FEES, PUNITIVE DAMAGES, INCIDENTAL AND CONSEQUENTIAL DAMAGES, AND ANY OTHER DAMAGES OTHER THAN FOR ACTUAL OUT-OF-POCKET EXPENSES; PROVIDED, HOWEVER, THAT THE LIMITATIONS SET FORTH ABOVE SHALL BE INTERPRETED AND SHALL APPLY TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAWS.

#### **7. Privacy**

- Personal information collected through the Program is governed by the privacy policy of Farmers Cooperative (Privacy & Terms of Service) available at <https://www.farmersco-operative.com/>.
- By participating, each participant consents to the use of their data for Program administration and marketing purposes.

#### **8. Contact Us**

- For questions or assistance regarding the Program, contact Farmers Cooperative at [email/phone number].