

Cenex Fleet Card Driver Rewards Incentive Program

Terms and Conditions

ELIGIBILITY. Cenex Fleet Card Driver Rewards Incentive Program (the "Program") is only open to drivers with an active Cenex Fleet Account and individual driver ID number who have accepted these terms and conditions and have registered for the Program on or before the end of the Program Period (defined below). If you do not have a driver ID number, please call customer service at 800-852-8180. Persons under the age of 18 and employees of CHS Inc. are not eligible to enter.

TIMING. The Program begins at 12:01 a.m. Central Time ("CT") on October 1, 2011 and ends at 11:59 p.m. CT on December 31, 2015 (the "Program Period"), unless otherwise extended or terminated by CHS Inc. ("Cenex") as provided herein. Cenex's computer is the official time-keeping device for the Program.

TERMINATION/CHANGES. Cenex may, in its sole discretion, terminate the program at any time prior to the end of the Program Period by providing 90 days prior notice. Cenex also reserves the right, in its sole discretion, to change or modify the Program at any time prior the end of the Program Period (including, without limitation, during the above described 90 day period), which change or modification shall become effective immediately upon notice unless the notice provides otherwise. Such changes or modifications to the Program may include, without limitation, changing the number of points awarded for purchases, changing the points required to redeem rewards, or imposing or revising caps on points or rewards. Notices of termination, change or modification described in this paragraph shall be deemed effective immediately upon posting on Cenex's feet website: www.cenex.com/fleet.

REGISTRATION.

- a. Each participating driver is required to register at www.cenex.com/fleet.
- b. Any submission that does not comply with any aspect of these Terms and Conditions may be rejected by Cenex and the registrant disqualified.
- c. Each registration and related information becomes the exclusive property of Cenex, and will not be returned by Cenex. Cenex reserves the right to use such information for marketing or other business purposes in the sole discretion of Cenex.

AGREEMENT TO TERMS AND CONDITIONS. By participating in the Program, each registrant fully and unconditionally agrees to be bound by and accepts these Terms and Conditions. Each registrant must comply with all the Terms and Conditions, and receipt of related rewards is contingent on fulfilling all requirements hereunder.

REWARDS.

- a. Rewards to a registrant are based upon the number of points the registrant earns as part of the Program. Each registrant will earn 500 points upon registration. A registrant will also earn 1 point for each gallon of fuel purchased at any Cenex branded location on the registrant's Cenex Fleet Account using the registrant's individual driver ID number. A registrant may earn ½ point for each gallon of fuel purchased on the registrant's Cenex Fleet Account using the registrant's individual driver ID number at any non-Cenex branded location that accepts the Voyager card. Points are not awarded for purchases of items other than fuel. Each time a registrant earns 1,000 points, those points will be automatically redeemed and the registrant will be issued a \$10 Cabela's gift card, or such substitute reward as permitted hereunder. A registrant may earn up to an aggregate maximum of 50,000 points in any calendar year (inclusive, without limitation, of any points that have been redeemed for a reward during such calendar year). After reaching 50,000 aggregate points during a calendar year, a registrant will

cease earning points for such calendar year, and will commence earning points for all qualifying purchases occurring on or after January 1 of the following calendar year. A registrant's participation in the Program may be terminated at any time by the registrant or if the fleet owner or fleet manager associated with registrant requests Cenex to remove registrant from the Program. Points are not transferrable.

b. The rewards must be accepted as awarded, are "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Cenex or for which Cenex may be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE. All rewards are subject to the terms and conditions imposed by the rewards issuer. No cash or other substitution may be made, except by Cenex, who reserves the right (but has no obligation) to substitute a reward with another reward of equal or greater value, as determined by Cenex in its sole discretion, if the reward (or any component thereof) is not available for any reason as determined by Cenex, in its sole discretion. Rewards recipients are fully responsible for any and all applicable federal, state, international and local taxes and assessments associated with the award.

c. Upon termination or expiration of the Program, or termination or removal of registrant from the Program, for any reason, all unredeemed points earned by registrant will be forfeited.

GENERAL CONDITIONS. In addition to the other rights to terminate, change or modify the Program as set forth in these terms and conditions, Cenex reserves the right, in its sole discretion, to terminate, modify or suspend the Program, with or without notice, if, in Cenex's opinion, there is any suspected or actual evidence of electronic or non-electronic tampering with any portion of the Program, or if viruses, bugs, unauthorized intervention, fraud, technical difficulties or failures or any other factor beyond Cenex's reasonable control corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program. Any attempt by any person to deliberately damage any web site or undermine the legitimate operation of this Program is a violation of criminal and civil laws, and, should such an attempt be made, Cenex reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Cenex's failure to enforce any term of these Terms and Conditions shall not constitute a waiver of that provision.

RELEASE. By registering, each registrant forever and irrevocably releases and holds harmless Cenex, its parents, subsidiaries and affiliates, and their respective agents, advertising, public relations and promotion agencies, affiliates, reward suppliers, and all of their respective employees, officers, directors, shareholders and agents from and against all claims, damages or liabilities arising in whole or in part, directly or indirectly, from registrant's participation and/or registration in the Program; registrant's award, receipt or use of any reward awarded in the Program; and registrant's participation in any reward or Program related activities.

LIMITATIONS OF LIABILITY. Cenex is not responsible for: (a) incorrect or inaccurate transcription of registration information or late, lost, stolen, unintelligible, illegible, damaged, mutilated, altered, incomplete, misdirected registrations; (b) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer online systems, computer equipment, web site, server provider, network, hardware or software; (c) the unavailability or inaccessibility of any telephone, mail, website or service; (d) unauthorized intervention in any part of the registration process or the Program; (e) printing, typographical, electronic or human errors which may occur in the offer or administration of the Program or the processing of registrations; or (f) any injury or damage to persons or property in whole or in part, from registrant's participation in the Program.

DISPUTES. *Registrant agrees that: (a) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any rewards awarded shall be resolved individually, without resort to any form of class action, and solely and exclusively in a federal or state court located in Ramsey County, Minnesota; registrant submits to sole and exclusive personal jurisdiction to said courts in the State of Minnesota for any such dispute and irrevocably waives any and all rights to object to such jurisdiction; (b) any and all claims, judgments, and awards shall be limited to actual out of pocket costs incurred, including costs associated with entering this Program but in no event attorneys' fees; and (c) under no circumstances will registrant be permitted to obtain rewards for and registrant hereby waives all rights to claim punitive, incidental and consequential damages and any other*

damages (other than actual out-of-pocket expenses) and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Terms and Conditions, or the rights and obligations of registrant or Cenex in connection with the Program shall be governed by, and construed in accordance with, the laws of the State of Minnesota, without giving effect to any choice of law or conflict of law rules of provisions (whether of the State of Minnesota, the United States, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Minnesota.

DATA COLLECTION. Cenex collects personal information from registrants when they enter and during the Program. The information collected is subject to the Privacy Policy of Cenex located at www.cenex.com/fleet.

TERMS AND CONDITIONS. These Terms and Conditions are available online at [Terms and Conditions](#) or by sending a self-addressed postage-stamped envelope to CHS Payment Solutions, PO Box 64127 St. Paul, MN 55164-0127.

Cenex. Cenex is the sponsor of this Program and the address and phone number at which Cenex may be contacted are: 800-852-8180 or CHS Payment Solutions, PO Box 64127 St. Paul, MN 55164-0127.