TERMS & CONDITIONS

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Last Updated: April 10, 2020

Welcome to 7-Eleven! These Terms and Conditions (these “Terms”) apply to your access to, and your use of our mobile applications (collectively the “Apps” and each an “App”), website located at [www.7-eleven.com](http://www.7-eleven.com/) (the “Site”), and your participation in our 7Rewards loyalty program (the “Program”, and together with the Site and Apps, collectively the “Services”), which are operated by 7-Eleven, Inc., or its subsidiaries, licensees and affiliated companies (“7-Eleven”, “we”, “us”, or “our”). These Terms are important, contain legal obligations and affect your legal rights, so please read them carefully. NOTE THAT SECTION 12 OF THESE TERMS CONTAINS A MANDATORY ARBITRATION PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS AND LIMITS THE REMEDIES AVAILABLE TO YOU IN THE EVENT OF CERTAIN DISPUTES.

BY CLICKING “I ACCEPT”, OR BY ACCESSING OR USING THE SERVICES, CREATING AN ACCOUNT, OR MAKING ANY PURCHASES, YOU AGREE TO THESE TERMS. YOU ALSO AGREE TO THE TERMS WHEN YOU MAKE A PURCHASE AS A GUEST. THESE TERMS ARE SUBJECT TO CHANGE AS DESCRIBED BELOW. IF YOU DO NOT AGREE TO THESE TERMS (OR ANY PORTION OF THESE TERMS), INCLUDING THE MANDATORY ARBITRATION PROVISION AND CLASS ACTION WAIVER IN SECTION 12 OF PART ONE, YOU MAY NOT ACCESS OR USE OUR SERVICES AND MUST IMMEDIATELY TERMINATE YOUR USE OF SERVICES.

Part 1 - Terms for All Users

1. Eligibility

The Services are not targeted toward or intended for use by anyone under the age of 13. 7-Eleven encourages parents to supervise their children’s digital activities and to consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also keep children from disclosing online their name, address and other personal information without parental consent. Additional eligibility requirements apply to purchases made using the Services, and are set forth in Part Three.

If you are using the Services on behalf of any person, you represent and warrant that you are authorized to accept these Terms on such person’s behalf and that such person agrees to be responsible to us if you or such person violates these Terms.

2. Accounts and Account Security

In order to access and use certain areas or features of the Services, including to purchase any products made available through the Apps (the, “Products”), you will need to register for an account (an “Account”). You can create an Account as follows:

Download one of our Apps on a smartphone or other mobile device that is capable of downloading and running the App from the Apple App Store or Google Play Store (as applicable) and follow the prompts to create an Account. 7-Eleven does not charge to download its Apps, but standard data rates may apply.

Visit [www.7-eleven.com/7rewards](https://www.7-eleven.com/7rewards) and follow the prompts to create an Account.

By creating an Account, you agree to (a) provide accurate, current and complete Account information, (b) maintain and promptly update, as necessary, your Account information, (c) maintain the security of your Account credentials, (d) be responsible for the acts or omissions of any third party who has authority to access or use your 7Rewards Card or Account, including by use of the Services on your behalf, and (e) immediately notify us if you discover or otherwise suspect any security breaches related to your Account. We shall not be responsible for misdirected communications such as mail or e-mail or any consequences thereof.

3. Privacy Policy

7-Eleven’s personal information practices, including the collection, use and/or disclosure of your personal information, are governed by 7-Eleven’s privacy policy located at <https://www.7-eleven.com/privacy>, which is hereby incorporated into these Terms by reference. We reserve the right to modify our privacy policy from time to time. While using the Services and from time to time, you may be asked whether or not you consent to and wish to receive marketing and other non-critical communications relating to the Services. If you agree and consent to receiving such communications from 7-Eleven, you may opt-out of receiving such communications at any time as provided in our privacy policy.

4. Ownership, License & Restrictions on Use

4.1. The materials provided, contained in or made available for use in connection with the Services (collectively, the “Materials”) are protected by law, including, but not limited to United States Copyright and Trademark laws, and international treaties. The Services are controlled and operated by 7-Eleven from its offices within the U.S. 7-Eleven makes no representation that any of the Services or Materials are appropriate or available for use in other locations, and access to them from territories where their contents are illegal is prohibited. Those who choose and access any of the Services from other locations do so on their own initiative and are responsible for compliance with applicable local laws. See below for further copyright and trademark information.

4.2. All right, title and interest (including all copyrights, trademarks and other intellectual property rights) in the Services and the Materials belong to 7-Eleven or the original creator of the material. Further, all names, designs, graphics, data, images, pictures, logos and icons on the Services and the Materials are proprietary information or proprietary marks of 7-Eleven or the original creator of the material. The compilation of all content, including the look and feel of the Services (including the Materials), is the exclusive property of 7-Eleven and is protected by U.S. copyright law, as applicable. Except as may be expressly provided herein, nothing contained in these Terms or elsewhere shall be construed as conferring any license or right, by implication, estoppels or otherwise, under copyright, trademark or other intellectual property rights, to any of the Materials.

4.3. You are hereby granted a personal, non-exclusive, non-transferable, limited license to: (i) use the Apps on your mobile device for your personal non-commercial use only; and (ii) view the Sites, and to print insignificant portions of materials retrieved from the Sites provided (a) they are used only for informational, non-commercial purposes, and (b) you do not remove or obscure the copyright notice or other notices. You are not allowed to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer or sell any information, products or services obtained directly from the Services (including the Materials). Further, you may not reproduce any part of the Services (including the Materials) and any such violation with respect to the Services will terminate the license(s) granted herein.

4.4. You also may not, without the permission of 7-Eleven "mirror" any of the Materials on any other server. Any unauthorized use of any of the Materials may violate copyright laws, trademark laws, the laws of privacy and publicity, and communications regulations and statutes.

4.5. As between you and 7-Eleven, all submissions, suggestions, ideas, artwork, or other information (the "Submission") communicated to 7-Eleven through the Services become the sole and exclusive property of 7-Eleven. 7-Eleven is not required to treat any Submissions as confidential, and will not incur any liability as a result of any similarities that may appear in future 7-Eleven endeavors. 7-Eleven will have exclusive ownership of all present and future existing rights, including all commercial rights, to the Submission of every kind and nature in perpetuity throughout the universe, without acknowledgment or compensation to you. You acknowledge that you are responsible for whatever material you submit, and that you, not 7-Eleven, have full responsibility for the Submission, including its legality, reliability, appropriateness, novelty, and copyright. 7-Eleven reserves the right (but is not obligated) to remove or edit such content, but does not regularly review posted content. 7-Eleven has the right but not the obligation to monitor and edit or remove any activity or content. 7-Eleven takes no responsibility and assumes no liability for any content posted by you or any third party.

4.6. The trademarks, service marks, and logos (the "Trademarks") used and displayed on the Services (including the Materials) are registered and unregistered Trademarks of 7-Eleven and others. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any Trademark displayed on the Services (including the Materials), without the written permission of the Trademark owner. 7-Eleven aggressively enforces its intellectual property rights to the fullest extent of the law. The name of 7-Eleven, Inc., Slurpee or the 7-Eleven logo may not be used in any way, including in advertising or publicity pertaining to distribution of materials on the Services, without prior, written permission of 7-Eleven. 7-Eleven prohibits use of the 7-Eleven logo as a "hot" link to any website, including 7-Eleven sites, unless establishment of such a link is approved in advance by 7-Eleven in writing.

5. User Conduct

As a specific condition of your use of any of the Services, you explicitly agree not to (a) use any of the Services for any purpose that is unlawful or prohibited by these Terms; (b) use the Services in any way that could damage, disable, overburden, or impair any of the Services, or interfere with anyone else's use of any of the Services; (c) attempt to gain unauthorized access to 7-Eleven computer systems or networks connected to 7-Eleven, through hacking, password mining or any other means; (d) attempt to reverse engineer any portion of any of the Services or attempt to infringe the intellectual property rights of others in any way; (e) obtain or attempt to obtain any materials or information through any means not intentionally made available through any of the Services; (f) attempt to circumvent any content-filtering techniques we employ or attempt to access any feature or area of our Services that you are not authorized to access; (g) develop or use any third-party applications that interact with our Services without our prior written consent, including any scripts designed to scrape or extract data from our Services; and (h) use our Services for any illegal or unauthorized purpose, or engage in, encourage or promote any activity that violates these Terms.

6. Third Party Content

The Services may contain links to and from third party websites. 7-Eleven has no control over the content or privacy policies of third party websites that you may link to from the Services or their advertisers. If you visit a linked website, be aware that the third party operating any such website may have access to any information you submit via that website. 7-Eleven is not responsible for any third party's failure to establish or abide by its or our privacy policy. We suggest always checking the privacy policy for each website that you visit prior to submitting any personal information. Links to third party websites do not imply endorsement of the websites by 7-Eleven.

7. Fuel Prices

You acknowledge and agree that any information pertaining to fuel prices is presented by 7-Eleven on an “as is” basis, without any guarantee or representation by 7-Eleven as to the accuracy of such information. 7-Eleven disclaims, and you accept the information without, any warranties of any kind, either express or implied, as to the accuracy of the information. Although 7-Eleven strives to provide you with timely, relevant and accurate information pertaining to fuel prices, the fuel prices displayed on the Site or the Apps are subject to change and may vary from those offered at your local 7-Eleven location. Fuel prices displayed on the Site or the Apps are not and shall not be deemed an offer to you. 7-Eleven does not guarantee, and you agree that you may not rely upon, the fuel prices displayed on the Site or in the Apps. The fuel price you ultimately pay will always be determined at the time and location of sale, as posted at the pump of the 7-Eleven location from which you purchase fuel.

8. Effective Date, Modification; Changes

These Terms are effective and were last updated as of the revision date at the beginning of these Terms. At any time, 7-Eleven may revise these Terms. If we make changes, we will post the amended Terms to our Services, and update the “Last Updated” date above. We may also notify you by sending an email notification to the address associated with your Account or providing notice through our Services. Revisions are effective and binding when posted on the Services. Any continued use of any of the Services following any revision means you agree to the revisions. 7-Eleven expressly reserves the right to terminate or discontinue any of the Services at any time and for any reason, with or without notice to you.

9. Copyright Complaints

We have a policy of limiting access to our Services and terminating the accounts of users who infringe the intellectual property rights of others. If you believe that anything on our Services infringes any copyright that you own or control, you may notify 7-Eleven’s Designated Agent as follows:

7-Eleven.com  
7-Eleven, Inc.  
Attn: Webmaster  
3200 Hackberry Road  
Irving, TX 75063  
[webmaster@7-11.com](mailto:webmaster@7-11.com)  
Subject line: DMCA

Please see 17 U.S.C. §512(c)(3) for the requirements of a proper notification. Also, please note that if you knowingly misrepresent that any activity or material on our Services is infringing, you may be liable to 7-Eleven for certain costs and damages.

10. Disclaimers

EXCEPT AS MAY BE PROVIDED IN A WARRANTY BY THE MANUFACTURER OF A PRODUCT, THE SERVICES AND ALL CONTENT THEREIN ARE PROVIDED ON AN “AS AVAILABLE” AND “AS IS” BASIS, WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT. WE DO NOT REPRESENT OR WARRANT THAT: (A) THE PROGRAM, SERVICES, PROMOTIONAL CONTESTS, AND MATERIALS ARE FREE OF ERRORS; (B) DEFECTS WILL BE CORRECTED; OR (C) THE SERVICES OR OUR SERVERS ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

YOU ACKNOWLEDGE AND AGREE THAT YOUR ACCESS TO AND USE OF THE SERVICES OR ANY CONTENT THEREIN IS AT YOUR OWN RISK AND YOU WILL BE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF SUCH CONTENT, MATERIAL AND/OR DATA. WITHOUT LIMITING THE FOREGOING, 7-ELEVEN MAKES NO REPRESENTATION OR WARRANTY AS TO THE QUALITY, RELIABILITY, COMPLETENESS, ACCURACY, TIMELINESS, AVAILABILITY, SECURITY OR FUNCTIONALITY OF THE SERVICES OR ANY CONTENT THEREON. 7-ELEVEN WILL NOT BE LIABLE FOR ANY HARM TO YOUR COMPUTER SYSTEM OR MOBILE DEVICE, OR LOSS OF DATA, THAT RESULTS FROM YOUR ACCESS TO OR USE OF THE SERVICES OR ANY CONTENT, OR FOR THE DELETION OF, OR THE FAILURE TO STORE. 7-ELEVEN MAKES NO WARRANTY THAT THE SERVICES WILL MEET YOUR REQUIREMENTS OR BE AVAILABLE ON AN UNINTERRUPTED, SECURE, OR ERROR-FREE BASIS OR THAT DEFECTS IN THE SERVICES WILL BE CORRECTED. THE SERVICES MAY NOT BE CONTINUOUSLY AVAILABLE DUE TO MAINTENANCE OR REPAIRS OR DUE TO COMPUTER PROBLEMS OR CRASHES, DISRUPTION IN INTERNET SERVICE OR OTHER UNFORESEEN CIRCUMSTANCES. THE SERVICES AND ASSOCIATED CONTENT ARE INTENDED FOR USE AND DISPLAY ONLY WHERE ITS USE AND DISPLAY ARE PERMISSIBLE IN ACCORDANCE WITH APPLICABLE LAWS AND REGULATIONS. SOME JURISDICTIONS DO NOT ALLOW THE DISCLAIMER OF IMPLIED TERMS IN CONTRACTS WITH CONSUMERS, SO SOME OR ALL OF THE DISCLAIMERS IN THIS SECTION MAY NOT APPLY TO YOU.

7-ELEVEN DISCLAIMS ANY AND ALL RESPONSIBILITY FOR ANY LOSS, INJURY, CLAIM, LIABILITY, OR DAMAGE OF ANY KIND RESULTING FROM, ARISING OUT OF, OR IN ANY WAY RELATED TO (A) ANY ERRORS IN OR OMISSIONS ON OR FROM ANY OF THE SERVICES, PROMOTIONAL CONTESTS, AND CONTENT THEREIN, INCLUDING BUT NOT LIMITED TO TECHNICAL INACCURACIES AND TYPOGRAPHICAL ERRORS, (B) ANY THIRD PARTY WEBSITES OR CONTENT THEREIN DIRECTLY OR INDIRECTLY ACCESSED THROUGH LINKS IN THE SITES, THE APPS OR MATERIALS PROVIDED, MADE AVAILABLE IN CONNECTION WITH THE PROGRAM OR ANY PROMOTIONAL CONTESTS, INCLUDING BUT NOT LIMITED TO ANY ERRORS IN OR OMISSIONS CONTAINED THEREIN, (C) THE UNAVAILABILITY OF ANY OF THE SERVICES OR ANY PORTION THEREOF, (D) YOUR USE OF ANY OF THE SERVICES, OR PARTICIPATION IN ANY PROMOTIONAL CONTESTS, OR (E) YOUR USE OF ANY EQUIPMENT OR SOFTWARE IN CONNECTION WITH ANY OF THE SERVICES OR PROMOTIONAL CONTESTS.

ANY DEALINGS WITH ANY THIRD PARTIES (INCLUDING ADVERTISERS AND/OR SPONSORS) APPEARING ON THE SITES, THE APPS OR MATERIALS PROVIDED OR MADE AVAILABLE IN CONNECTION WITH THE PROGRAM, PARTICIPATION IN ANY PROMOTIONS OR OFFERINGS (INCLUDING DELIVERY OF AND PAYMENT FOR GOODS AND SERVICES) AND ANY OTHER TERMS, CONDITIONS, WARRANTIES OR REPRESENTATIONS ASSOCIATED WITH SUCH ACTIVITIES ARE SOLELY BETWEEN YOU AND SUCH ADVERTISER OR OTHER THIRD PARTIES. WE ARE NOT RESPONSIBLE FOR EXAMINING OR EVALUATING, AND WE DO NOT WARRANT THE OFFERINGS OF, ANY OF THESE BUSINESSES OR INDIVIDUALS OR THE CONTENT OF THEIR WEBSITES. 7-ELEVEN DOES NOT ASSUME ANY RESPONSIBILITY OR LIABILITY FOR THE ACTIONS, PRODUCT, AND CONTENT OF ALL THESE AND ANY OTHER THIRD PARTIES. YOU SHOULD CAREFULLY REVIEW THEIR PRIVACY STATEMENTS AND OTHER CONDITIONS OF USE. 7-ELEVEN IS NOT RESPONSIBLE OR LIABLE TO ANY PARTY WHO PARTICIPATES IN ANY SUCH DEALINGS, PROMOTIONS OR OFFERINGS.

WE ATTEMPT TO DISPLAY THE PRODUCTS AND OTHER MATERIALS AND INFORMATION YOU VIEW ON THE SERVICES, INCLUDING PRICING AND NUTRITIONAL INFORMATION, AS ACCURATELY AS POSSIBLE. HOWEVER, WE DO NOT GUARANTEE THE ACCURACY OF SUCH MATERIALS AND INFORMATION. IN THE EVENT OF AN ERROR ON OUR SERVICES, IN AN ORDER CONFIRMATION, IN PROCESSING OR DELIVERING AN ORDER OR OTHERWISE, WE RESERVE THE RIGHT TO CORRECT SUCH ERROR AND REVISE YOUR ORDER ACCORDINGLY (INCLUDING CHARGING THE CORRECT PRICE) OR TO CANCEL YOUR ORDER AND ISSUE YOU A REFUND. YOU FURTHER AGREE THAT THE PRODUCTS AND OTHER MATERIALS YOU RECEIVE IN YOUR ORDER MAY VARY FROM THE PRODUCTS AND MATERIALS DISPLAYED ON THE SERVICES DUE TO A NUMBER OF FACTORS, INCLUDING, WITHOUT LIMITATION, SYSTEM CAPABILITIES AND CONSTRAINTS OF YOUR COMPUTER, MANUFACTURING PROCESS OR SUPPLY ISSUES, THE AVAILABILITY AND VARIABILITY OF PRODUCTS, DISTINCT COOKING OR OTHER PREPARATION METHODS AND VARIABILITY OF COOKING EQUIPMENT AND APPLIANCES. THE SERVICES MAY CONTAIN INFORMATION ABOUT PRODUCTS THAT ARE NOT AVAILABLE IN EVERY LOCATION. A REFERENCE TO A PRODUCT ON THE SERVICES DOES NOT IMPLY OR GUARANTEE THAT IT IS OR WILL BE AVAILABLE IN YOUR LOCATION OR AT THE TIME OF YOUR ORDER.

11. Limitation of Liability

IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE SERVICES, OR THE ORDER, RECEIPT OR USE OF ANY PRODUCT. OUR TOTAL LIABILITY, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT YOU SPENT ON PURCHASES FROM THE APPS IN THE MOST RECENT TWELVE-MONTH PERIOD, OR (II) IF YOU HAVE NOT PAID 7-ELEVEN, THE AMOUNT OF $100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR ACCOUNT. CERTAIN APPLICABLE LAWS MAY 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, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

12. Dispute Resolution; Binding Arbitration

PLEASE READ THE FOLLOWING SECTION CAREFULLY BECAUSE IT REQUIRES YOU TO ARBITRATE CERTAIN DISPUTES AND CLAIMS WITH 7-ELEVEN AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM US.

Access to and use of any of the Services and these Terms are governed by the laws of the State of Texas and the United States as applicable therein, without resort to conflict of law provisions. 7-Eleven makes no representation that the contents of any of the Services are appropriate or available for use outside of the United States, and those who choose to access any of the Services from other locations are solely responsible for compliance with their local laws. Any legal actions against 7-Eleven must be commenced within two years after the claim arose. Except for any disputes, claims, suits, actions, causes of action, demands, or proceedings (collectively, “Disputes”) arising out of or related to a violation of Section 5 or Disputes in which either party seeks to bring an individual action in small claims court or seeks injunctive or other equitable relief for the alleged unlawful use of intellectual property, including, without limitation, copyrights, trademarks, trade names, logos, trade secrets, or patents, you and 7-Eleven agree (a) to waive your and 7-Eleven’s respective rights to have any and all Disputes arising from or related to these Terms, or the Services resolved in a court, and (b) to waive your and 7-Eleven’s respective rights to a jury trial. Instead, Any Dispute arising out of or relating to any of the Services, or these Terms will be settled by binding arbitration before JAMS, Inc. and in accordance with the JAMS Comprehensive Arbitration Rules and Procedures. The rules of JAMS and additional information about JAMS are available on the JAMS website. By agreeing to be bound by these Terms, you either (a) acknowledge and agree that you have read and understand the rules of JAMS, or (b) waive your opportunity to read the rules of JAMS and any claim that the rules of JAMS are unfair or should not apply for any reason. ANY SUCH DISPUTE SHALL BE ARBITRATED ON AN INDIVIDUAL BASIS, AND SHALL NOT BE CONSOLIDATED IN ANY ARBITRATION WITH ANY DISPUTE OF ANY OTHER PARTY. Each party shall be responsible for its costs incurred in such arbitration, but if you cannot afford to pay for the arbitration you agree to provide us the option of paying the arbitrator before seeking to initiate any other form of dispute resolution, including litigation. The arbitration will be conducted in Dallas County, Texas, or in the county where you reside, and judgment on the arbitration award may be entered into by any court having jurisdiction thereof. The award of the arbitrator shall be final and binding upon the parties without appeal or review. You have the right to opt out of binding arbitration within thirty (30) days of the date you first accepted the terms of this Section 12 by writing to: Attn: Legal Department, 3200 Hackberry Rd., Irving, TX 75063. In order to be effective, the opt-out notice must include your full name and clearly indicate your intent to opt out of binding arbitration. BY OPTING OUT OF BINDING ARBITRATION, YOU ARE AGREEING TO RESOLVE DISPUTES ON AN INDIVIDUAL BASIS IN A COURT LOCATED IN DALLAS, TEXAS. Notwithstanding the foregoing, 7-Eleven may immediately seek any interim or preliminary injunctive relief from any court of competent jurisdiction, as necessary to protect its rights or property (including intellectual property rights).

13. Governing Law and Venue

These Terms, your access to and use of the Services, including your order of Products shall be governed by and construed and enforced in accordance with the laws of the State of Texas, without regard to conflict of law rules or principles (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any other jurisdiction. Any Dispute between the parties that is not subject to arbitration or cannot be heard in small claims court, shall be resolved in the state or federal courts of the State of Texas and the United States, respectively, sitting in the State of Texas, County of Dallas.

14. Termination

Notwithstanding anything contained in these Terms, we reserve the right, without notice and in our sole discretion, to terminate your right to access or use the Services and to order, receive and use the Products, at any time and for any or no reason, and you acknowledge and agree that we shall have no liability or obligation to you in such event and that you will not be entitled to a refund of any amounts that you have already paid to us, to the fullest extent permitted by applicable law.

15. Severability

If any term, clause or provision of these Terms is held invalid or unenforceable, then that term, clause or provision will be severable from these Terms and will not affect the validity or enforceability of any remaining part of that term, clause or provision, or any other term, clause or provision of these Terms.

16. Survival

The following sections will survive the expiration or termination of these Terms and the termination of your 7-Eleven account: all defined terms and Sections 3, 4, 5, 10, 11, 12, 13, 14, 15, and 16 of Part One; and Sections 4.9 and 4.11 of Part Two; and Section 11 of Part Three.

17. Miscellaneous

These Terms (including, for greater certainty, the additional items in Part Two and Part Three below) constitute the entire agreement between you and 7-Eleven relating to your access to and use of the Services and your order, receipt and use of Products. These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you without the prior written consent of 7-Eleven. No waiver of any provision of these Terms will constitute a waiver of such provision in any prior, concurrent or subsequent circumstance, and 7-Eleven’s failure to assert any right or provision under these Terms shall not constitute a waiver of such right or provision. Except as otherwise provided herein, these Terms are intended solely for the benefit of the parties and are not intended to confer third party beneficiary rights upon any other person or entity.

Part Two – ADDITIONAL TERMS APPLICABLE TO THE 7REWARDS LOYALTY PROGRAM

These Program Terms and Conditions (these “Program Terms”) are subject to, and made a part of the Terms, and apply to your access to, and your participation in the Program, which is operated by 7-Eleven.

These Program Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise.

1. JOINING THE PROGRAM

1.1. Eligibility

There are no membership fees associated with the Program. The Program is open only to residents of the U.S. who are 13 years or older and are natural persons; no corporation, trust, partnership or other entity may participate in the Program. If you are between 13 and 18, you may join and participate in the Program only with the permission of a parent or guardian. 7-Eleven encourages parents to supervise their children’s digital activities and to consider using parental control tools available from online services and software manufacturers that help provide a child-friendly online environment. These tools can also keep children from disclosing online their name, address and other personal information without parental consent.

1.2. 7Rewards Cards/Other Methods

You may also participate in the Program if you obtain a physical 7Rewards Card from one of our participating stores in the U.S., an electronic 7Rewards Card via Facebook Messenger, other social media channel, or join by other methods (e.g., join by SMS or in-store at the register). You will begin accumulating Points and Punches as soon as you scan your 7Rewards Card or your Account barcode (accessed through the 7-Eleven App, mobile version of the Site, or Facebook Messenger) at the time of purchase or providing the phone number linked to your Account at the time of purchase. If your 7Rewards Card, Account barcode or phone number are not linked to your Account (“Pre-Enrolled Participants”), You will be unable to redeem your accumulated Points and Punches unless and until your 7Rewards Card, Account barcode or phone number are linked to your Account. If you wish to link your 7Rewards Card, Account barcode, or phone number to an Account, you may create an Account as indicated above and link your 7Rewards Card, Account barcode or phone number to your newly created Account or, if you already have an existing Account, link your 7Rewards Card, Account barcode or phone number to your existing Account under your Account page in the 7-Eleven App or on the Site.

2. PROGRAM DESCRIPTION

2.1. Accumulating Points

Except for purchases of certain Excluded Items identified below, the Program enables you to accumulate promotional 7Rewards points (“Points”) on all other purchases (“Qualifying Purchases”) and to convert your Points into My Rewards redeemable for certain eligible items at participating 7-Eleven stores in the U.S. You will accumulate ten (10) Points for each One-Dollar (USD$1.00) you spend on Qualifying Purchases in accordance with this section. However, earning Points for purchases made from the 7-Eleven NOW App are addressed differently, in accordance with Part Three below. Taxes and fees are excluded and ineligible for Point accrual. Points may take longer than 24 hours from the time of the last Qualifying Purchase to show up in your Account. We reserve the right, in our sole discretion, to limit the number of transactions per day for which Points may be awarded as well as the number of Points per day that a Program member may earn.

In order to accumulate Points for Qualifying Purchases, you must identify yourself as a 7Rewards member at the time of purchase (by presenting and scanning your 7Rewards Card, your Account barcode (accessed through the 7-Eleven App, mobile version of the Site, or Facebook Messenger at the time of purchase or providing the phone number linked to your Account at the time of purchase) in order to record and qualify your purchase. Points and My Rewards are promotional only. Points and My Rewards have no value, may not be redeemed for cash, and are not transferable to any other individual or entity. Points will not be accumulated on the portion of any transaction that was paid for or credited by using or redeeming My Rewards or other discounts or promotional codes. Points will not be accumulated on purchases of the following products/services: fuel, age-restricted items (such as cigarettes, tobacco, lottery tickets and alcohol), financial services, prepaid card products, money orders, gift cards, phone cards, stamps, Post Office stamps and merchandise, event tickets, bus tickets and passes, charitable donations, gift with purchases or as may be excluded in a particular promotions, and any other items specified as exclusions from time to time (collectively, the “Excluded Items”). We reserve the right to add or delete products and services eligible for redemption or Point collection at any time, at our sole discretion, without notice.

If you cancel or return a Qualifying Purchase for which you have collected Points, 7-Eleven may deduct the Points that you were awarded for that purchase.

2.2 Punch Programs

From time-to-time, 7-Eleven may offer “punch” programs to earn free products in all or certain of our stores. Details of any such program will be set forth in the rules of such program and/or communicated to you via point-of-purchase display, email, or in-app messaging, and may enable you to get one free product (as we may specify, the “Punch Reward”) for a number of such products that you buy at participating 7-Eleven stores in the U.S. when you present and scan your 7Rewards Card or your Account barcode (accessed through the 7-Eleven App or mobile version of the Site) at the time of purchase or provide the phone number linked to your Account at the time of purchase in order to record and qualify your purchase (each represented as punches on the digital punch card in your Account, if you have an Account and have properly linked and recorded your purchase to your Account, collectively, “Punches”). However, earning Punches for purchases made from the 7-Eleven NOW App are addressed differently, in accordance with Part Three below. We reserve the right, in our sole discretion, to limit the number of transactions per day for which Punches may be awarded. 7-Eleven may, in its sole discretion, modify or discontinue any Punch program at any time without notice to you.

2.3. Limitations on Punches

Punches are promotional only. Punches have no value, may not be redeemed for cash, and are not transferable to any other individual or entity. Punches will not be accumulated on the portion of any transaction that was paid for or credited by using or redeeming Points, Punches, My Rewards, other discounts or promotional codes.

If you cancel a purchase or return a product for which you have collected Punch(es), 7-Eleven may deduct the Punch(es) that you were awarded for that purchase or product.

3. REDEMPTIONS

3.1 Redeeming Point Rewards and Punches

Redemption of Point Rewards and Reward Products are subject to availability. You may only redeem Point Rewards and Reward Products at participating 7-Eleven stores in the U.S. 7-Eleven reserves the right to change or discontinue any food or drink products, and to change the amount or kind of Point Rewards or Reward Products necessary to be eligible for redemption at any time. Once Point Rewards or Reward Products have been redeemed, they cannot be credited back to your Account. At this time, Point Rewards or Reward Products may not be redeemed in the 7-Eleven NOW App.

In accordance with applicable tax laws, applicable taxes are calculated and payable by any Program member on the full amount of the purchase price before any reduction for redeemed Point Rewards or Reward Products.

If you have an Account and have properly recorded Points or Punches to your Account or converted your Points to Point Rewards or are eligible to receive a free Reward Product, there may be periods of time where your accumulated Points, Point Rewards, Punches, or Reward Products do not appear in your Account. Rest assured, such Points, Point Rewards, Punches, or Reward Products are still linked to your Account, and are available for conversion or redemption in accordance with these Program Terms once availability resumes.

3.2. Obtain and Redeem Point Rewards with your Points

You may obtain Point Rewards with your Points, which can be redeemed for certain items or for discounts on eligible items at the time of purchase at participating 7-Eleven stores in the U.S. We reserve the right to add or delete products and services eligible for redemption using Point Rewards at any time, at our sole discretion, without notice. We reserve the right to add or remove the availability of any dollar-denominated discount eligible for redemption using Points at any time, at our sole discretion, without notice. For further details of items you can obtain with your Point Rewards, please log into your Account and follow the prompts to view the list of available items. Points cannot be redeemed on purchases of the following products/services: fuel, age-restricted items (such as cigarettes, tobacco, lottery tickets and alcohol), financial services, prepaid card products, money orders, gift cards, phone cards, stamps, Post Office stamps and merchandise, event tickets, bus tickets and passes, charitable donations, gift with purchases or as may be excluded in a particular promotions, and any other items specified as exclusions from time to time (collectively, the “Excluded Items”). In order to obtain Point Rewards with your Points, follow the prompts in your Account to convert your Points into redeemable items or in-store at the register to convert your Points into discounts (each will be represented as a redeemable item in the “digital wallet” in your Account, “Point Rewards,” and together with Punch Rewards, collectively, “My Rewards”). When obtaining a Punch Reward with your Points, you must have enough Points to obtain the applicable Point Reward. POINT REWARDS MAY NOT BE USED TO OBTAIN EXCLUDED ITEMS. Once the Points you have accumulated are converted into Point Rewards, those Points will immediately be deducted from your Account, and cannot be credited back to your Account or converted into another Point Reward. You must use the same Account when converting Points to Point Rewards and cannot combine and convert Points accumulated in separate Accounts into Point Rewards.

3.3. Redeeming Punches

You may only redeem Punches for a free Reward Product at participating 7-Eleven stores in the U.S. You will qualify for one free Reward Product based upon the applicable number of Punches (as we may specify) you have properly recorded to your Account and/or 7Rewards Card. If you have created an Account and have properly linked and recorded the applicable number of Punches (as we may specify) to your Account, your Account will be updated so that you can scan to receive your free Reward Product. You must use the same Account when redeeming Punches and cannot combine Punches accumulated in separate Accounts to redeem your free Reward Product. At this time, Punches may not be redeemed in the 7-Eleven NOW App.

4. MISCELLANEOUS

4.1. Prohibited Conduct

In addition to the restrictions you agreed to in 7-Eleven’s Terms, you agree that any fraud, attempted fraud, suspected fraud, or abuse of the Program or these Program Terms is expressly prohibited and engaging in any of these activities will be grounds for immediate termination and disqualification from the Program and may lead to the forfeiture of all earned Points and Punches.

4.2. Expiration

POINTS AND PUNCHES WHICH HAVE ACCUMULATED BY A PRE-ENROLLED PARTICIPANT WILL EXPIRE SIXTY (60) DAYS AFTER THE POINT OR PUNCH IS EARNED UNLESS THE 7REWARDS CARD OR PHONE NUMBER IS LINKED TO AN ACCOUNT BEFORE THE EXPIRATION OF SUCH SIXTY (60) DAY PERIOD. UNLESS OTHERWISE PROHIBITED BY LAW, ALL ACCUMULATED POINTS AND PUNCHES IN YOUR ACCOUNT WILL AUTOMATICALLY EXPIRE IF FOR NINETY (90) CONSECUTIVE DAYS YOU HAVE NOT EITHER (I) USED YOUR ACCOUNT TO PROPERLY EARN AND RECORD POINTS OR OTHERWISE HAD PROMOTIONAL POINTS AWARDED TO YOUR ACCOUNT (WHICH WE HAVE NO OBLIGATION TO AWARD), (II) PROPERLY CONVERTED POINTS IN YOUR ACCOUNT TO A MY REWARD, (III) USED YOUR ACCOUNT TO PROPERLY EARN AND RECORD PUNCHES, OR (IV) PROPERLY REDEEMED A MY REWARD IN YOUR ACCOUNT.

IN THE EVENT THAT YOU HAVE MY REWARDS (INCLUDING POINT REWARDS AND PUNCH REWARDS) IN YOUR ACCOUNT, YOU HAVE THIRTY (30) DAYS FROM THE DATE OF CONVERSION OR EARNING TO REDEEM THOSE MY REWARDS, OTHERWISE THEY WILL EXPIRE.

4.3. Discrepancies

If you believe there is a discrepancy with the number of accumulated Points or Punches or any My Rewards in your Account, you must notify us at the contact particulars below within sixty (60) days of the discrepancy date or it will be deemed correct.

4.4. Lost 7Rewards Card or Compromised Accounts

If your 7Rewards Card has been lost or stolen, you should notify us immediately at the contact particulars below. When 7Eleven is made aware of a lost or stolen 7Rewards Card, it will flag the card as lost or stolen and the lost or stolen card will be rendered inactive. A replacement 7Rewards Card can be obtained at a 7-Eleven participating location. If the lost or stolen 7Rewards Card is linked to your Account, your registration profile and the accumulated, unredeemed Points, Punches and My Rewards at the time such card is rendered inactive will remain intact. If the lost or stolen 7Rewards Card is not linked to your Account, your accumulated Points and Punches at the time such card is lost or stolen will also be lost and unrecoverable. We are not responsible for any Points, Punches or My Rewards used by a third party using a lost or stolen 7Rewards Card, and if the lost or stolen 7Rewards Card is not linked to your Account we are not responsible for the use or loss of any of your Points and Punches. Should the security of your Account be compromised, including in the event your mobile phone or other electronic device capable of accessing your Account is lost, stolen or compromised, you should re-set your Account password immediately. We are not responsible for any Points, Punches or My Rewards used by a third party accessing your Account.

4.5. Member Communications

By creating an Account, you consent to receive electronic communications from 7-Eleven (e.g., via email or by posting notices on the 7-Eleven App or Site). These communications may include notices about promotional events, your Account (e.g., payment authorizations, password changes, security concerns and other transactional information) and are part of your relationship with us. You agree that any notices, agreements, disclosures or other communications that we send to you electronically will satisfy any legal communication requirements, including, but not limited to, that such communications be in writing.

4.6. Promotional Events

From time to time, 7-Eleven may offer promotional events. By providing your email address, you consent to be automatically entered into our promotional events. As part of your consent, you authorize 7-Eleven to communicate with you electronically (via email) about such promotional events, and to send you the promotional events’ descriptions and official terms and conditions that apply to such promotional events. THE WINNER OF ANY PROMOTIONAL EVENTS MAY BE REQUIRED TO SATISFY ADDITIONAL CRITERIA IN ACCORDANCE WITH APPLICABLE TERMS AND CONDITIONS, INCLUDING COMPLETING AND RETURNING A WAIVER AFFIDAVIT AND LIABILITY/PUBLICITY RELEASE IN ORDER TO RECEIVE THE APPLICABLE PRIZE. In the event you are a winner, we may share your name and contact information with a third-party promotional company in order to facilitate the fulfillment of your prize and you consent to such sharing. In the event that you wish withdraw your consent to such sharing, or desire to opt out of marketing and promotional communications and events, you can do so by (i) following the instructions in the email or other communication, (ii) following the opt out instructions in the terms and conditions, or (iii) closing your Account.

4.7. Program Cancellation or Change

7-Eleven reserves the right to change or modify the Program and these Program Terms at any time and in our sole discretion. We specifically reserve the right to amend or alter the Program, any Program benefit or award/reward or these Program Terms with or without notice. If we cancel or make changes to the Program and/or these Program Terms, we may provide notice of such changes, such as by sending an email notification, providing notice through the Services or updating the “Last Updated” date at the beginning of these Program Terms. By continuing to access or participate in the Program, you confirm your acceptance of the revised Program Terms and all of the terms incorporated therein by reference. We encourage you to review these Program Terms frequently to ensure that you understand the terms and conditions that apply when you access or participate in the Program. If you do not agree to the revised Program Terms, you may not access or participate in the Program. If 7-Eleven cancels the Program, it will provide at least sixty (60) days’ advance notice of the cancellation through a notification in the 7-Eleven App and at www.7-eleven.com/7rewards. You are responsible for checking the 7-Eleven App and the 7Rewards section of the Site for updates about the Program. If 7-Eleven cancels the Program, all of your Points, Punches and My Rewards will automatically and immediately expire upon the effective date of cancellation. If no Points or Punches are recorded in your Account for 366 consecutive days, you become bankrupt, commit fraud, misrepresent any information, violate any Terms, abuse your Program privileges or act in any other way to the detriment of us, our partners, our suppliers or the Program, we may, without affecting our other rights, disclose such information requested by proper authorities, terminate your enrollment and/or cancel your Points, Punches or My Rewards. If any Points, Punches or My Rewards are cancelled for any reason, they become void without compensation. 7-Eleven reserves the right, at its sole discretion, to cancel or suspend the Program without notice should a virus, bug or any other cause beyond the reasonable control of 7-Eleven corrupt the security or proper administration of the Program.

Any fraudulent, deceptive, unauthorized, or otherwise unlawful participation in the Program or use of the 7Rewards Card, the Services, or your Account is strictly prohibited, and may result in immediate termination or disqualification from the Program and cancellation of your Account. The 7Rewards Card is the property of 7-Eleven and may be revoked at any time by 7-Eleven in its sole discretion. Any unauthorized reproduction of the 7Rewards Card may lead to legal prosecution and cancellation of your Account and the expiration of all accumulated Points, Punches and My Rewards.

IF YOUR ACCOUNT IS CANCELLED, ANY REMAINING POINTS, PUNCHES AND MY REWARDS WILL EXPIRE.

4.8. Your Choices

As part of the Program, you will have access to your Account on the 7-Eleven App or Site, which will provide information about your Account, including your accumulated Points, Punches and My Rewards, and your Account preferences. From the Account, you can update your profile information and can manage Account settings, such as opt-outs.

4.9. Disclaimers

IN ADDITION TO OTHER LIMITATIONS AND EXCLUSIONS IN 7-ELEVEN’S TERMS LOCATED AT WWW.7-ELEVEN.COM/TERMS, IN NO EVENT WILL WE OR OUR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR OTHER REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, OR ANY OTHER DAMAGES OF ANY KIND, ARISING OUT OF OR RELATED TO THE PROGRAM, 7REWARDS CARD, OR ANY PROMOTIONAL EVENTS. OUR TOTAL LIABILITY TO YOU WITH RESPECT TO THE PROGRAM, PROMOTIONAL CONTESTS, AND CONTENT THEREIN, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, WILL NOT EXCEED THE GREATER OF (I) THE TOTAL AMOUNT YOU SPENT ON SCANNED QUALIFYING PURCHASES IN THE MOST RECENT TWELVE-MONTH PERIOD, OR (II) IF YOU HAVE NOT PAID 7-ELEVEN, THE AMOUNT OF USD$100. THESE EXCLUSIONS AND LIMITATIONS OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW AND WILL SURVIVE CANCELLATION OR TERMINATION OF YOUR ACCOUNT. CERTAIN APPLICABLE LAWS MAY 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, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

4.10. Canada Program

If you have a 7Rewards Card or an Account you may also be eligible to participate in the Canada 7Rewards Loyalty Program based on the Terms and Conditions located at [www.7eleven.ca/7rewards](https://www.7eleven.ca/7rewards) and collect points, punches and rewards based on purchases made in Canada, so long as your 7Rewards Card or your Account barcode (accessed through the 7-Eleven App or mobile version of the Site) is scanned at the time of purchase or you provide the phone number linked to your Account at the time of purchase in order to record and qualify your purchase, redemptions or use of any such collected Points, Punches or My Rewards are made in the United States of America and your Account settings are set to the United States of America. Points and Punches accumulated from the Program can only be redeemed in participating stores in the U.S., and cannot be combined with any accumulated Points and Punches from the Canada 7Rewards Loyalty Program.

4.11. Other

The Program is void where prohibited. Your accumulated Points and Punches and any My Rewards available for redemption are promotional in nature, have no cash value, and cannot be sold, copied, shared, or transferred. No substitutions, assignments, or transfers of any Qualifying Purchases will be permitted. 7-Eleven's decisions in connection with this Program are final and binding. 7-Eleven will not be responsible for any Internet, mobile device, computer, or communications-related failures or any events beyond the reasonable control of 7-Eleven. Any provision of these Program Terms deemed unenforceable will be enforced to the maximum extent permissible, and the remainder of these Program Terms will remain in effect.

We reserve the right to impose volume limitations on some items, and to offer additional and/or different benefits to some members based on geographic location, participation in the Program, or other criteria determined by us.

Your Account, your 7Rewards Card, and accumulated Points, Punches and My Rewards are personal to you, and may not be sold, transferred or assigned to, or shared with family, friends, or others, and may not be used for any commercial purpose.

The Program is subject to 7-Eleven's Privacy Policy located at <https://www.7-eleven.com/privacy>.

If you have any questions, comments or concerns about the Program or these Program Terms, you may contact us at the following address(es):

7-Eleven, Inc.

Attn: Customer Care

Box 711, Dallas, TX 75221-0711

Phone: (800) 255-0711

Email: 7-11custrel@7-11.com

5. Fuel Loyalty Program

The 7-Eleven Fuel Loyalty program (“Fuel Loyalty Program”) offers discounts and other benefits for fuel purchases made by 7Rewards members at participating 7-Eleven stores. Any discount on fuel through the Fuel Loyalty Program is limited to $1.00 per gallon, twenty (20) gallons per transaction, and up to two (2) transactions per calendar date and is subject to the Fuel Loyalty Program terms and conditions below.

These Fuel Loyalty Program terms and conditions are subject to and made a part of Part Two of the Terms.

5.1 Eligibility & Enrollment

To be eligible to participate in the Fuel Loyalty Program and receive Fuel Loyalty Savings (“Savings”), you must be a legal resident of the 50 United States or District of Columbia and age 16 or older. If you are 16 or 17 years old, you may only participate in the Fuel Loyalty Program under the supervision of a parent or legal guardian who agrees to be bound by these terms and conditions. To accumulate Savings, you must be a member of the 7Rewards Program, have a verified phone number linked to your Account, and have a stored method of payment in your Account (e.g., Apple Pay or Google Pay). You may only have one phone number tied to your account.

5.2 Fuel Loyalty Program Description

5.2.1 Accumulating Savings

Savings will reduce the per-gallon price of fuel.  You may earn Savings in the following ways, subject to the limitations set forth in Section 5.2.2:

a. For the duration of the Fuel Loyalty Program, you will receive a discount of three (3) cents per gallon off the price of fuel.

b. For the first seven (7) fuel purchases (up to 20 gallons for each transaction) or the first ninety (90) days of enrollment in the Fuel Loyalty program (whichever ends first), you will receive a discount of 11 cents per gallon off the price of fuel (the “Welcome Offer”).

c. You may accumulate additional Savings through offers when you buy products listed under “Fuel” in the Deal tab in the 7-Eleven App (“Fuel Qualifying Products”) at participating stores. To accumulate Savings based on a purchase of Fuel Qualifying Products, you must either (i) scan your 7Rewards Card or your Account barcode (accessed through the 7-Eleven App, mobile version of the Site, or Facebook Messenger) at the time of purchase; or (ii) make the purchase through the 7-Eleven app.  For the list of participating stores, visit the 7-Eleven App. For a list of Fuel Qualifying Products, visit the “Fuel” section in the Deal tab in the 7-Eleven App. You may only have one phone number tied to your account.

Savings will not be accumulated on the portion of any transaction that was paid for or credited by using or redeeming 7Rewards Points, Punches, My Rewards, other discounts or promotional codes. Savings will not be accumulated on the purchase of fuel or payment of taxes.

5.2.2 Redeeming Savings

You must be physically present at a participating 7-Eleven location to redeem Savings. Please visit the 7-Eleven App to identify participating locations. You can redeem Savings before initiating your transaction at the pump by:

a. Navigating to the Fuel tab in the 7-Eleven App and tapping the “Pay for Fuel” button to authorize the fuel transaction; or

b. Entering your 7Rewards verified phone number at the pump by selecting 7Rewards on the dispenser using softkeys. If your phone number is not yet verified, the dispenser will prompt you to verify your phone number using a 6-digit SMS code. You must have a verified phone number associated with your Account before initiating your transaction to redeem Savings.

Once you have connected your Account to the fuel transaction, Savings are automatically applied to your fuel purchase. See Section 5.2.3 for daily and transaction-based limits on redeeming Savings.

5.2.3 Limitations on Redeeming Savings

The maximum Savings that can be redeemed in a single Fuel Loyalty transaction is $1.00 per gallon per transaction, up to twenty (20) gallons per transaction, up to two (2) transactions per calendar date.

7-Eleven reserves the right to impose geographical limitations between transactions in a single day to prevent fraud or abuse.

You may only redeem Savings using a credit card or method of payment stored in your 7-Eleven App. Cash payments, EBT payments, and Fleet cards are not eligible forms of payment to receive Savings.

Savings are promotional only. Savings may not be redeemed for cash and are not transferable to any other individual or entity. Savings may also not be redeemed on prepayments of fuel.

5.2.4 Expiration of Savings

Savings expire according to the following schedule:

a. Savings accumulated through the Welcome Offer expire ninety (90) days from the first Fuel Loyalty Program transaction or after the first seven (7) transactions, whichever ends first.

b. Savings accumulated through purchases on Fuel Qualifying Products expire sixty (60) days from the date of purchase.

5.3 Miscellaneous

5.3.1 Authorizing Limit on Card Transactions

When you initiate a fuel purchase at the pump without pre-selecting the total fuel amount, 7-Eleven will put a preauthorization hold on your method of payment which may exceed your eventual transaction amount. When your transaction is completed, 7-Eleven will issue a refund of the hold amount and your method of payment will be charged for the actual transaction amount. Depending on your bank, it may take up to two (2) business days for the hold amount to be refunded to your account. If you wish to specify the amount placed on hold, please pre-select the amount of fuel you would like to purchase when you initiate your transaction.

5.3.2 Discrepancies

If you believe there is a discrepancy with the number of accumulated Savings in your Account, you must notify us at (800) 255-0711 within sixty (60) days of the discrepancy date or it will be deemed correct.

5.3.3 Fuel Loyalty Program Cancellation or Change

The Fuel Loyalty Program may be changed, modified, or cancelled pursuant to Section 4.7 of the Program Terms.

Part Three – TERMS APPLICABLE TO USE OF THE 7-ELEVEN NOW APP and the 7-ELEVEN NOW WEBSITE

These terms govern the purchase and sale of Products from and by 7-Eleven through the 7-Eleven NOW App and the 7-Eleven NOW Website.

1. 7-Eleven NOW Services

7-Eleven wants to make the Products you love available to you in ways that are convenient to you. In furthering this mission, we created the 7-Eleven NOW application (the “7-Eleven NOW App”) and the 7-Eleven NOW website (the “7-Eleven NOW Website,” together with the 7-Eleven NOW App, collectively the “7-Eleven NOW Service”), which give users the capability to order Products for delivery. The 7-Eleven NOW Service is currently beta software, meaning that are still in development and may not function fully or may not function without error. During this test phase, delivery services are limited to participating locations. All Orders placed using the 7-Eleven NOW Service are subject to availability and your acceptance of these Terms.

2. Acceptance of Order

Your placement of an Order does not necessarily assure that we will accept your Order. We reserve the right to refuse any Order in our sole discretion for any reason, including but not limited to lack of availability, errors on the 7-Eleven NOW Service, and/or errors in the Order. Once a properly completed Order is received, authorization of your form of payment is received and we have accepted your Order, we will begin preparing your Order for pickup or delivery, as applicable, and will send you an Order Confirmation.

3. Guest Checkout

You must have a valid, active Account to use the 7-Eleven NOW Service. If you do not have an Account, you may create one at the time of your Order. Accounts are subject to the terms set forth in Part Two above.

4. Pricing and Availability

All prices are shown in U.S. dollars, and taxes, shipping and handling charges (if any) are additional. PRICES, PROMOTIONS AND OFFERS DISPLAYED IN THE 7-ELEVEN NOW SERVICE ARE SOMETIMES DIFFERENT THAN THE PRICES, PROMOTIONS AND OFFERS THAT ARE DISPLAYED IN, OR ADVERTISED FOR, OUR 7-ELEVEN STORES OR ON THE 7-ELEVEN APP. FOR EXAMPLE, SOMETIMES 7-ELEVEN NOW SERVICE PRICES WILL BE HIGHER THAN IN-STORE IN IN-7REWARDS APP PRICES. We reserve the right to charge a “Small Basket Fee” if your Order does not exceed a minimum amount, which may vary by area. You will be advised of any applicable Small Basket Fee prior to checkout. At the present, you may not redeem rewards, coupons or other promotions offered as a part of the 7Rewards Program for Orders placed via the 7-Eleven NOW Service. All of our Products are subject to availability, and we reserve the right to impose quantity limits on any Order, to reject all or part of an Order, to discontinue offering certain Products and to substitute Products without prior notice. We strive to provide you with high-quality Products, and given the perishable nature of certain Products and market conditions beyond our control, we may be required to make substitutions from time to time. If you are not satisfied with a substitution, please contact us at 800-255-0711.

The delivery fee quoted at checkout may be different than the actual delivery fee for your Order. Differences may occur based on changing availability of drivers, changes in traffic, and other factors between the time your submit your Order and the time your Order is dispatched for delivery and are determined solely by our third party delivery partners. You agree to pay any such differences in delivery fee and that 7-Eleven is under no obligation to inform you of such changes before charging your payment method for the actual delivery fee.

5. Payment and Billing Information

By providing a credit card or other payment method that we accept, you represent and warrant that you are authorized to use the designated payment method and that you authorize us (or our third-party payment processor) to charge your payment method for the total amount of your purchase (including any applicable taxes and other charges) (collectively, an “Order”). If the payment method cannot be verified, is invalid or is otherwise not acceptable, your Order may be cancelled. You must resolve any payment method problems before we proceed with your Order. If you want to delete your payment method or add a new payment method, you can do so at any time by accessing your “wallet” within the 7-Eleven NOW Service.

In some cases, we (or our third party payment processor) may authorize or reserve a charge on your payment method. The authorization is not a charge. However, it may reduce your available credit by the authorization amount. In the event that the amount of our authorization exceeds the total funds on deposit in your payment account, you may be subject to overdraft or non-sufficient funds charges by the bank issuing your payment method. We are not responsible for these charges and are unable to assist you in recovering them from your issuing bank.

When checking out within the 7-Eleven NOW Service, you may choose to store your credit / debit card information for future use. This information will not be stored by 7-Eleven but by our payment processor, Stripe. This information will only be used to pay for purchases through the 7-Eleven NOW Service when you choose to use the stored card.

6. Points for Purchases

Purchases made through the 7-Eleven NOW Service are not eligible to earn or accumulate 7Rewards Points. From time-to-time, we may, in our discretion, award promotional points in association with purchases made through the 7-Eleven NOW Service but are under no obligation to do so.

7. Deliveries

Once you place your Order, you will be provided with an estimated delivery time at checkout. This time is only an estimate and your actual delivery time may be longer or shorter depending on a variety of factors including, among others, traffic, distance, availability of delivery agents at any given time, and weather. You are responsible for inspecting all Products you receive from us for any damage or other issues upon delivery. 7-Eleven reserves the right to charge you the full Order amount if you or your designated recipient is not at the designated delivery location when the delivery agent arrives to complete the delivery as well as a restocking or return fee. For deliveries containing alcohol or other age-restricted products, see Section 11 below for additional requirements. You acknowledge that transportation or logistics services are provided by third party independent contractors who are not employed by 7-Eleven.

8. Cancellations; Refunds

You cannot make changes to, or cancel, an Order once it is placed. If you are dissatisfied with any Products in your Order, please contact us at 800-255-0711. We reserve the right to, in our sole discretion, issue a refund or replacement products, or take no action.

9. Taxes

We will collect applicable sales tax on Products shipped in the states for which we determine we have a duty to collect sales tax. If a Product is subject to sales tax, you agree that the amount of taxes shown at checkout may be adjusted. Several factors may cause this, such as variances between processor programs and changes in tax rates.

10. Product Information Disclosures

While we work to ensure that Product information is correct, on occasion manufacturers may alter their ingredient lists. Actual product packaging and materials may contain more and/or different information than that shown via the 7-Eleven NOW Service, at a 7-Eleven store, or in an Order confirmation. For these reasons you should not rely on the information presented, but should always read labels, warnings, and directions before using or consuming a Product. For additional information about a Product, please contact the manufacturer. Information and statements regarding dietary supplements have not been evaluated by the Food and Drug Administration and are not intended to diagnose, treat, cure, or prevent any disease or health condition. Neither 7-Eleven, its content provider(s) nor Product manufacturers assume any liability for inaccuracies, misstatements, or omissions. In the event of an error, whether on the 7-Eleven NOW Service, at a 7-Eleven store, in an Order confirmation or in processing an Order, or delivering a Product, we reserve the right to correct such error and revise your Order accordingly (including charging the correct price) or to cancel the Order and refund any amount charged.

11. Orders Containing Alcohol

You may have the option to order alcohol Products from participating locations. You agree that you will comply with all applicable laws and not cause 7-Eleven to contravene any applicable laws. You agree that you are 21 years of age or older if you order alcohol Products. You agree to provide valid government-issued identification during the ordering process and again upon pick-up or delivery of alcohol Products. You agree that we cannot deliver alcohol Products to “dry” areas or areas where possession of alcohol is otherwise prohibited, or to persons who are under the legal age or who, in the sole determination of the delivery agent, are intoxicated when receiving delivery of such Products. Lastly, you agree that if any applicable legal requirements for the delivery of alcohol are not met, 7-Eleven reserves the right to cancel either the alcohol-related portion, or your entire Order, in its sole discretion.

12. No Resale

You are not permitted to resell or otherwise use the Products for commercial purposes.

13. Customer Service

If you have any questions or concerns relating to your Order, please contact us at 800-255-0711.

Part Four - Terms Applicable to Mobile Checkout Feature

These Additional Terms are applicable to your use of the Mobile Checkout Feature of the 7-Eleven App or the Mobile Checkout webpage (“Mobile Checkout Feature”).

1. Mobile Checkout Feature

The Mobile Checkout Feature enables customers to scan products at participating 7-Eleven stores with their mobile devices and use a mobile payment solution to pay for the purchase of those products. Any use of the Mobile Checkout Feature is subject to the following additional terms:

You agree to accurately scan all products before checkout when using the Mobile Checkout Feature, and to pay for all products you obtain from any 7-Eleven store. If you are unable to scan any products for any reason (including due to lack of connectivity with your mobile service), please consult with a 7-Eleven store associate to make sure all items are reflected on your physical or electronic receipt.

You agree to verify your purchase by following the instructions within the 7-Eleven App. Where you are required to show your confirmation screen to a store associate, you will do so prior to leaving the store. Where confirmation at a “Confirmation Station” is required, you will scan your confirmation screen on the Confirmation Station and wait for the green confirmation signal before leaving any store. You agree to not make a copy of the Mobile Checkout confirmation screen, either by screen shot or other method.

You agree that 7-Eleven store associates may review the products in your possession and compare such products to your receipt or proof of purchase on your mobile or other electronic device at any time and request that any products be re-scanned, and that any product or order price be re-calculated. In the event you and any 7-Eleven store associate calculate different totals for your purchase, the calculation confirmed by the 7-Eleven store associate will be the amount payable by you.

You agree to fully cooperate with us and our store associates during your use of the Mobile Checkout Feature, including by providing any identification or verification required for the purchase of certain products.

2. Accessing and Using the Mobile Checkout Feature

7-Eleven may alter, suspend, or terminate use of the Mobile Checkout Feature at any time at its discretion without notice to you. For certain large Mobile Checkout purchases, you may be asked to confirm your payment method and identity with a 7-Eleven store associate located at the store counter by presenting the credit card used for the transaction and a government-issued photo identification. If you are unable or unwilling to do so, you must pay for your purchase using traditional check-out methods.

3. Acceptable Payment Methods

During the Mobile Checkout process, you may use as your payment method your stored credit card information, Apple Pay, Google Pay, or other payment method as may be provided for in the Mobile Checkout Feature, subject the applicable terms for that payment method. 7-Eleven makes no warranty that such payment methods will be available or accessible at participating 7-Eleven stores.

4. Your Responsibility

You are responsible for the security of your mobile device and all purchases made using your device. Should the security of your mobile device be compromised, including in the event your mobile device capable of accessing the Mobile Checkout Feature is lost, stolen or compromised, 7-Eleven shall not be responsible for any purchases made by a third party using a lost, stolen, or compromised mobile device. 7-Eleven is under no obligation to refund or otherwise provide you with credit for any purchases made from a lost, stolen or compromised mobile device.

5. Ineligible Products

Some items cannot be purchased using the Mobile Checkout Feature (e.g., fuel, age-restricted items (such as cigarettes, tobacco, lottery tickets and alcohol), financial services, prepaid card products, money orders, gift cards, phone cards, stamps, charitable donations, hot food and individual fresh fruit items without a barcode, and other items which are otherwise ineligible for Mobile Checkout). In the event you scan an ineligible item, the Mobile Checkout Feature may notify you of that item’s ineligibility. For these items, you must pay for your purchase using traditional check-out methods.

6. 7Rewards Points; Promotional Participation

Customers using the Mobile Checkout Feature via the mobile checkout page in their web browser do not earn Points or Punches on their purchases or receive prices, promotions or offers displayed in-store or in the 7-Eleven App for users of the 7-Eleven App.

Registered 7Rewards members who are using the Mobile Checkout Feature in the 7-Eleven App earn Points and Punches on purchases. You may also redeem for My Rewards, Reward Drinks, or Reward Products during purchases made using the Mobile Checkout Feature in the 7-Eleven App. To redeem Points for a My Reward using the Mobile Checkout Feature in the 7-Eleven App, you must first, prior to checkout, convert your Points to a My Reward in accordance with Section 3 of Part Two above. Your accumulation of Points and Punches and redemption of My Rewards, Drink Rewards, or Reward Products is subject to the terms and conditions of the 7Rewards program terms, which may be found in Part Two above. For users of the Mobile Checkout Feature in the 7-Eleven App, prices, promotions and offers displayed in store or in the 7-Eleven App will be reflected in the Mobile Checkout Feature; provided, however, that not all products are available for purchase through the Mobile Checkout Feature. For those items that are not available for purchase through the Mobile Checkout Feature, you will need to purchase at the register in order to receive the promotional price or other offer for users of the 7-Eleven App.

Part Five – 7-Eleven Gift Card Terms and Conditions

1. About the 7-Eleven Gift Card

The 7-Eleven Gift Card (the “Card”) is a gift card that customers may preload with a dollar value and use to purchase goods and services in participating 7-Eleven stores. This dollar value is a prepayment for the goods and services of participating 7-Eleven stores located in the United States.

These Terms and Conditions (the “Card Terms”) are subject to, and made a part of, the Terms, and apply to your access to the Card service. The Card Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. To the extent there is a conflict between the Card Terms and any other 7-Eleven terms applicable to you, the Card Terms will govern such conflict.

Unless otherwise required by law or provided in these Terms, the dollar value on your Card is nonrefundable and may not be redeemed for cash. The dollar value in your Card is not insured by the Federal Deposit Insurance Corporation (“FDIC”) and does not earn interest.

2. Loading Value to Your Card

The Card is reloadable. In the United States, you can load value to your Card by visiting any participating 7-Eleven store. You may load value to your Card using a debit card, a credit card, cash (at participating 7-Eleven stores), Apple Pay or Google Pay. The value that you load to your Card may take up to 24 hours to become available for use. Once a dollar value is loaded to your Card, the transaction cannot be reversed.

The minimum amount that you may load to a Card is $5. The maximum amount that you may load is $100.

3. Exclusions

You may not use a Card to purchase lottery tickets, gift cards and money orders. Cards are non-refundable and non-exchangeable.

4. Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Card or the prepaid value held therein. Your Card and the prepaid value held therein has no expiration date.

5. Promotions

We may, from time to time, in our sole discretion offer promotional programs associated with Cards. Each promotional program is subject to the Card Terms and may also be subject to additional terms associated with the promotional program. Please review these additional terms carefully and be aware that we reserve the right to modify them at any time without notice to you.

6. Receipts and Transaction History

You may request a receipt each time that you use your Card to purchase goods and services at a participating 7-Eleven store. The receipt will identify your Card as the payment method and indicate the remaining prepaid value balance on your Card.

You may check your Card balance by visiting a participating 7-Eleven store and requesting a balance receipt or by calling Customer Support at 1-866-520-4842. We will not mail you an account statement in connection with your Card. It is your responsibility to maintain your own receipts and monitor your transaction history and account balance to detect clerical, billing or accounting errors, fraud and unauthorized transactions.

7. Billing Errors, Corrections

In the event that you believe we have made a clerical, billing or accounting error with respect to the value maintained in your Card, please contact us at 1-866-520-4842. We will review your claim and correct any error that we discover. If we do not find an error, we will provide support for our finding. We will have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the transaction in question.

8. Lost or Stolen Card

Risk of loss and title for card passes to purchaser on transfer. You must therefore keep your Card in a safe place. If your Card is lost or stolen, the Card and the value maintained on the Card cannot be replaced. 7-Eleven is not responsible for any lost or stolen Cards or use of a Card without your permission.

Part Six – 7-Eleven Wallet Terms and Conditions

About the 7-Eleven Wallet

The 7-Eleven Wallet (“Wallet”) is a service that allows customers to load a dollar value to a prepaid account and use these funds to purchase goods and services in participating 7-Eleven stores. This dollar value is a prepayment for the goods and services of participating 7-Eleven stores located in the United States.

To find out if Wallet is accepted at a 7-Eleven near you, simply open the app, and click the map icon on the top right corner of your home screen and filter for “Wallet” stores.

If you can’t see “Wallet” on your home screen, go to Settings > Privacy > Location Services > 7-Eleven (iOS) or to Settings> Apps & Notifications > 7-Eleven > Permissions > Location (Android) on your phone to allow location services. You must also be near one of the 7-Eleven Wallet locations.

These Terms and Conditions (the “Wallet Terms”) are subject to, and made a part of, the Terms, and they apply to your access to the Wallet service. The Wallet Terms do not alter in any way the terms or conditions of any other agreement you may have with us in respect of any products, services or otherwise. To the extent there is a conflict between the Wallet Terms and any other 7-Eleven terms applicable to you, the Wallet Terms will govern such conflict.

Unless otherwise required by law or provided in these Terms, the dollar value in your Wallet is nonrefundable and may not be redeemed for cash. The dollar value in your Wallet is not insured by the Federal Deposit Insurance Corporation (“FDIC”) and does not earn interest.

2. Creating a Wallet Account

To be eligible to create a Wallet, you must be located within the United States.

Eligible persons can create a Wallet account by using our 7-Eleven Mobile App. Follow the prompts and input the required information to create your Wallet account.

When creating your Wallet account, you agree that you will: (i) provide complete and accurate information about yourself; and (ii) update such information if it changes. If you do not provide or update such information, or if we have reasonable grounds to suspect that you have not provided or updated such information, we shall have the right, in our sole and absolute discretion, to disable your Wallet. If you believe your Wallet account has been disabled in error, please contact us at 1-800-255-0711.

3. Loading Value to Your Wallet

In the United States, you can load value to your Wallet by visiting any participating 7-Eleven store or using our 7-Eleven Mobile App. You may load value to your Wallet using a debit card, a credit card, cash, a 7-Eleven gift card, Apple Pay or Google Pay. The value that you load to your Wallet may take up to 24 hours to become available for use. Once a dollar value is loaded to your Wallet, the transaction cannot be reversed.

You may link a payment method to your Wallet account to make it easier to load funds to your Wallet by inputting payment method information into the Wallet mobile application.

The value that you maintain in your Wallet cannot exceed $1,000 in any single day.

The minimum amount required to set up your Wallet is $5.

You may also opt to automatically reload a preset amount of value to your Wallet when the balance associated with your Wallet falls below a preset amount. To set up auto reload, you will be required to link a credit or debit card to your Wallet account and follow a one-time passcode verification process.

We will send you an e-mail notification confirming the automatic reload terms and bill your payment method according to the balance and reload amount you have selected.  We will also send you a notification after each reload to let you know your Wallet has been reloaded.

You may edit or discontinue the auto reload feature by tapping on the “Wallet” icon in the 7-Eleven Mobile App and going to “Manage Wallet”.  You can change your reload preferences at any time, but changes may take up to twenty-four (24) hours to go into effect.  Once the dollar value is loaded into your 7-Eleven Wallet, the transaction cannot be reversed.

4. Earning and Redeeming 7Rewards Points with Your Wallet

From time to time, 7-Eleven may offer Points in association with the load of your Wallet and/or when you use your Wallet to purchase goods and services at participating 7-Eleven stores. Details of any such promotional Points offers will be available through the 7-Eleven Mobile App and subject to any additional terms, if applicable. Please refer to Part Two of this Agreement (“Additional Terms Application to the 7Rewards Loyalty Program”) for more details.

You will be able to view and redeem the Points that you earn using your Wallet in the 7-Eleven Mobile App.

5. Fees and Expiration of Card Balances

We do not charge any activation, service, dormancy or inactivity fees in connection with your Wallet or the prepaid value held therein. Your Wallet and the prepaid value held therein has no expiration date.

6. Promotions

We may, from time to time, in our sole discretion offer promotional programs associated with the Wallet. Each promotional program is subject to the Wallet Terms and may also be subject to additional terms associated with the promotional program. Please review these additional terms carefully and be aware that we reserve the right to modify them at any time without notice to you.

7. Receipts and Transaction History

You may request a receipt each time that you use your Wallet to purchase goods and services at a participating 7-Eleven store. The receipt will identify your Wallet as the payment method and indicate the remaining prepaid value balance in your Wallet.

You may view your Wallet transaction history by viewing your Wallet in the 7-Eleven Mobile App. We will not mail you an account statement in connection with your Wallet. It is your responsibility to monitor your transaction history and account balance to detect clerical, billing or accounting errors, fraud and unauthorized transactions.

8. Billing Errors, Corrections

In the event that you believe we have made a clerical, billing or accounting error with respect to the value maintained in your Wallet, please contact us at 1-800-255-0711. We will review your claim and correct any error that we discover. If we do not find an error, we will provide support for our finding. We will have no obligation to review or correct any billing error unless you provide us sufficient notice for us to review your claim within sixty (60) days of the date of the transaction in question.

9. Fraud and Unauthorized Transactions

Your Wallet account is intended to be used solely by yourself. You should not share your 7-Eleven Mobile App account username and password (“Login Credentials”) with any third party. You are solely responsible for maintaining the confidentiality and security of your 7-Eleven Mobile App Login Credentials.

If somebody else obtains your Login Credentials, they will be able to access and use your Wallet. You are responsible for all such transactions involving your Wallet, including fraudulent and unauthorized transactions.

If someone obtains unauthorized access to your Wallet, please notify us at 1-800-255-0711 and we will place your account on hold to prevent further use of the value within your Wallet. The remaining balance in your Wallet is protected from the time you notify us. We will assist you with creating new Login Credentials so that you may use your remaining prepaid value.