

THE PEACHY REWARDS PROGRAM - TERMS & CONDITIONS



The following are the terms and conditions of a legal agreement between you and Sylvan Airport Parking, LLC, a Delaware limited liability company d/b/a Peachy Airport Parking (the "Sponsor"). By registering for Peachy Rewards at www.peachyairportparking.com (the "Website"), you acknowledge that you have read, understood and agree to be bound by the Peachy Rewards Program Terms and Conditions (the "Terms and Conditions") as well as the Website's more general terms and conditions of use (the "General Terms and Conditions"), available at www.peachyairportparking.com and you agree to comply with all applicable laws and regulations with respect to The Peachy Rewards Program (the "Program"). IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS AND THE GENERAL TERMS AND CONDITIONS, THEN DO NOT REGISTER. The Terms and Conditions govern solely your participation in the Program and are in addition to the General Terms and Conditions. Nothing in these Terms and Conditions shall be deemed to exclude or restrict any of the participant's statutory rights as a consumer.

1. **Eligibility for Membership in The Program.** Any person who is at least 18 years of age (or the age of majority in his/her jurisdiction of residence) and a resident of the United States is eligible for membership in the Program. By registering, you certify that you meet these requirements. If you do not meet these requirements, you may not participate in the Program.
2. **Registration.** To register visit www.peachyairportparking.com and follow the registration instructions. By registering with the Program on the Website, you automatically become a member of and participant in the Program (a "Member") and acknowledge that you have read, understood and agree to be bound by these Terms and Conditions and the Website's General Terms and Conditions. Limit: one (1) account per person. The person who is the holder of the Program membership associated with the email address used to register for the Program will be deemed the participant.
3. **Duration.** The Program begins in 2023 and is scheduled to continue for the foreseeable future. However, Sponsor reserves the right to shorten, extend, modify, suspend, or cancel the Program, at its discretion, at any time in accordance with Section 11 of these Terms and Conditions.
4. **Accumulation of Peachy Rewards Program Points.** As a Member, you will accumulate Peachy Rewards Program points ("Points") each time you park in a Peachy Airport Parking facility using your Member ID (email address), unless specifically notified at the Peachy Airport Parking facility that Points will not apply at that location or on that day. Points will automatically be awarded to your account at the end of each month for reservations made using the email address associated with your account. You can also receive points for drive up transactions by emailing in

Peachy parking receipts to rewards@peachyairportparking.com. In each such case, you will receive five (5) Points for every dollar spent on parking, excluding car-care services and any other fees not directly attributable to parking. For purposes of awarding Points, all parking dollars spent will be rounded down to the nearest dollar. If any Points to which you are entitled as provided herein are not recorded to your account, you may request that such Points be recorded by printing out the Missing Credit Form as then available at the Website and following its instructions. Retroactive discounts for Points will not be given. Points have no cash value and are only redeemable for rewards set forth in Sections 5 and 6 below. Each Member is responsible for ensuring the accuracy of his/her Program account and is encouraged to check his/her Points regularly. Sponsor is not responsible for any incorrect or inaccurate information supplied by Members while participating in the Program.

5. **Award Certificates.** You may redeem Points for discount promotion codes ("Award Certificate(s)") by emailing rewards@peachyairportparking.com and stating the number of points you would like to redeem, provided that you continue to be a Member and your account has sufficient Points for the requested Award Certificate. You will then be emailed an Award Certificate for the points value that you are looking to redeem. To obtain an Award Certificate for a specific service, you must redeem a specific number of Points, currently at 600 points per day for indoor and 480 points per day for outdoor. Sponsor reserves the right to modify the list of items/services available for Points redemption, as well as the corresponding values necessary to redeem such items/services, at any time for any reason during the Program. Award Certificates will only be issued for the full amount of services, i.e., Award Certificates will not be issued for a partial service, half a day, or any other fraction of a day, and there is no refund for shorter stays. You will be deemed to have received an Award Certificate when that the Award Certificate has been sent to you by email. Award Certificates may be redeemed for one or more full days, and must be entered on the payment page of the Peachy Airport Parking reservation payment page in the promo code section to be surrendered and obtain the discount value. If an Award Certificate is issued to cover multiple days of parking, all days on that Award Certificate must be used for one stay. No cash or other compensation will be provided for remaining balances on Award Certificates. Award Certificates are fully redeemed when surrendered. Award Certificates are valid only for the length of stay, location and service level specified on the Award Certificate. Sponsor cannot guarantee availability of a parking space, at the requested service level or otherwise, unless you have obtained a reservation in accordance with the General Terms and Conditions. Award Certificates are not redeemable for cash. Sponsor reserves the right, in its sole discretion, to refuse to honor an Award Certificate that is used in a manner inconsistent with the rules set forth in these Terms and Conditions, including without limitation fraudulent use.

6. **Transferability of Award Certificates.** Award Certificates are transferable only gratuitously, and are void if bartered or sold. Lost, stolen or expired Award Certificates cannot be replaced.
7. **No Transferability of Memberships.** Memberships are not transferable.
8. **Expiration of Points.** Points will expire, without notice, when Member's account has been inactive for twenty-four (24) months.
9. **Expiration of Award Certificates; Use of Other Promotions.** Program Award Certificates expire six months from the date you receive them. Award Certificates are deemed received in accordance with Sections 4 and 5 above. No additional coupons or discounts may be combined with the use of an Award Certificate.
10. **Modification or Cancellation of The Program.** Sponsor reserves the right to modify or cancel the Program and the Terms and Conditions at any time and from time to time, without notice. Such modification or cancellation will be effective when posted on the Website. Such modification may include, without limitation, changes in the Terms and Conditions for the award of Points, changes in the terms and conditions for the redemption of Points, the issuance of Award Certificates changes in the Terms and Conditions for the redemption of Award Certificates. Members are responsible for remaining knowledgeable as to any changes that Sponsor may make to these Terms and Conditions. A Member's continued participation in the Program constitutes the Member's acceptance of any changes to these Terms and Conditions. Points do not constitute property of the Member and Sponsor reserves the right in its sole discretion to add, remove, or change the number of Points, at any time throughout the Program, even though these changes may affect Member's ability to accrue or use his/her Points.
11. **Expulsion from The Program.** Members may be expelled from the Program for any violation of the Terms and Conditions, any fraudulent activity or uses of the Program in a manner inconsistent with these Terms and Conditions or any federal, municipal, provincial, state or local laws, statutes, or ordinances. Discontinued participation privileges may result in the loss of all accumulated Points. In addition to discontinuance of participation privileges, Sponsor shall have the right to take appropriate administrative and legal action, including criminal prosecution as it deems necessary in its sole discretion. Violations may include, but are not limited to the following:
 - A. attempting to redeem an Award Certificate that has been reported as "failed to print";
 - B. attempting to print and redeem an Award Certificate with the same number more than once;
 - C. bartering or selling an Award Certificate; or
 - D. transferring a points to another person.
12. **Trademarks.** All trademarks, service marks and trade names used on this Website in connection with the Program or otherwise are proprietary to Sponsor or other respective owners that have granted Sponsor the

right and license to use such trademarks, service marks and trade names, and are protected by U.S. and international trademark laws. No user of this Website or participant in the Program is granted any rights to such trademarks, service marks or trade names. Sponsor's registered or unregistered trademarks, service marks and trade names used in connection with the Program include, without limitation, the following: Peachy Airport Parking and The Peachy Rewards Program.

13. **Disputes.** All questions or disputes regarding eligibility for the Program, earning or redemption of Points, or a Member's compliance with the Terms and Conditions will be resolved by Sponsor in its sole discretion. Sponsor's decisions regarding awarding of Points are final and binding.
14. **Taxes.** Members are responsible for the payment of all taxes which may result from the reward(s) received as part of the Program.
15. **Privacy.** The privacy statement (the "Privacy Statement") on the Website will apply to this Program and to all information that Sponsor receives from your registration in the Program. Please read the Privacy Statement on the Website before registering for the Program. Please note that by accepting these Terms and Conditions you are accepting the terms of the Privacy Statement. Personal information may be used to: (a) contact participants regarding the Program; and (b) if Member selects to receive additional information, to send additional information to that Member.
16. **Limitation of Liability.** Sponsor is not responsible for any incorrect or inaccurate information supplied by Members while participating in the Program. Sponsor is not responsible for incorrect or inaccurate transcription of information, for problems related to any of the equipment or programming associated with the Program or utilized by the Member, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access the Website or online service, or for any other technical or non-technical error or malfunction. UNDER NO CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE, SHALL SYLVAN AIRPORT PARKING, LLC AND ITS RESPECTIVE RELATED COMPANIES, PARENTS, SUBSIDIARIES, AFFILIATES, AND RESPECTIVE AGENTS AND ITS AGENCIES, SUPPLIERS AND OTHER COMPANIES INVOLVED IN THE DEVELOPMENT OR EXECUTION OF THE PROGRAM ("RELEASEES") BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF THE PROGRAM OR SERVICES OFFERED THROUGH THE PROGRAM, EVEN IF ANY OR ALL OF THE FOREGOING OR ANY OF THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF SPONSOR IMPROPERLY DENIES A MEMBER ANY POINTS, LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF POINTS. BY PARTICIPATING IN THE PROGRAM, A MEMBER WAIVES ANY AND ALL RIGHTS TO BRING ANY CLAIM OR ACTION RELATED TO SUCH MATTERS IN ANY FORUM BEYOND ONE (1) YEAR AFTER THE FIRST OCCURRENCE OF THE KIND OF ACT, EVENT, CONDITION OR OMISSION UPON WHICH THE CLAIM

OR ACTION IS BASED. TO THE FULLEST EXTENT ALLOWABLE BY LAW, THE RELEASEES SPECIFICALLY DISCLAIM ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING THE PRODUCTS AND/OR SERVICES OFFERED BY ANY THIRD PARTY, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. Some jurisdictions do not allow limitations on how long an implied warranty lasts, so the above limitation may not apply to you.

17. **Arbitration.** As a condition of participating in the Program, Member agrees that (1) any and all disputes, claims, and causes of action arising out of or connected with this Program, or any Award Certificates obtained through the Program, shall be resolved individually, without resort to any form of class action and exclusively by arbitration under the International Arbitration Rules of the American Arbitration Association. Arbitration will take place in Georgia; (2) any and all claims, judgments and rewards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (3) under no circumstances will Member be permitted to seek recovery for, and Member hereby waives all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waives any and all rights to have damages multiplied or otherwise increased.
18. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of the Terms and Conditions, or the rights and obligations of Member and Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Georgia U.S.A., without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia U.S.A., or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Georgia U.S.A.
19. **Entire Agreement.** These Terms and Conditions constitute the entire agreement between Members and Sponsor pertaining to the subject matter hereof and supersedes all prior or other arrangements, understandings, negotiations and discussions, whether oral or written. No waiver of any of the provisions of these Terms and Conditions shall be deemed or shall constitute a waiver of any other provisions hereof (whether or not similar), nor shall waiver constitute a continuing waiver unless otherwise expressly provided. If any provision of these Terms and Conditions is found to be invalid or unenforceable by a court of competent jurisdiction, such provision shall be severed from the remainder of these Terms and Conditions, which will otherwise remain in full force and effect.