## **Preferred Points Program**

## **Description of the Program**

- a. Cardholders will earn PreferredPoints® ("points") for purchases of all eligible goods and services using the participating financial institutions credit card ("card"). The cardholder's points will be accumulated at the rate of one point per dollar charged on the card.
- b. Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the card during each periodic billing cycle ("billing cycle") by the cardholder(s) ("net purchase(s)"). Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the points value of the transaction will be deducted from the points total during the dispute period. If the transaction is reinstated, points will be reinstated.
- c. Points cannot be transferred from one account to another. Points from multiple accounts cannot be added together.
- d. Points may not be combined with any other loyalty/frequency award program.
- e. Points will not be earned or accumulated for cash advances, convenience checks, traveler's check purchases, finance charges, late fees, annual fees, over-limit fees or transaction fees. At your financial institution's option, additional exclusions may be included in the rules governing the PreferredPoints Program.
- f. Maximum accumulation of points is 10,000 per month.
- g. Your financial institution reserves the right to award bonus points to selected cardholders.
- h. Points are not the property of the cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- i. Points are tracked and redeemable on a first-in, first-out basis. Points will expire three (3) years from the date of issuance.
- j. To redeem points, cardholder's card account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason); current (meaning there are no past-due balances on the cardholder's card account(s) at the time of redemption request); cardholder's outstanding balance must not be over the credit limit; account must not have a revoked, charged-off or bankruptcy status; and the card cannot have any other status preventing authorizations.
- k. The cardholder agrees to release the participating financial institution, the administrator, and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by the cardholder, associated with a reward or use of a reward while participating in this program and in the case of a travel reward, anyone traveling with or without the cardholder, in connection with the receipt, ownership, or use of any reward. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- I. The cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- m. Your financial institution and the administrator shall have no liability for disagreements between cardholders regarding points. Discrepancies about point earnings are not treated as credit card billing disputes. Your financial institution's decision regarding point discrepancies shall be final. Redeemed points are deducted from the cardholder's point balance as of the request date of a reward.

- n. Points will be updated monthly. Points may take up to 60 days to be posted following a qualifying purchase transaction.
- o. Points must be redeemed by the cardholder, and may be used for another person.
- p. The financial institution reserves the right to disqualify any cardholder from participation in the program and invalidate all points for abuse, fraud, or any violation of the program terms and conditions. The financial institution may make such a determination in its sole discretion.
- q. The PreferredPoints Program is void where prohibited by federal, state, or local law.
- r. Your financial institution and the administrator are not responsible for typographical errors and/or omissions in any program document.
- s. Your financial institution and the administrator reserve the right to change the terms and conditions of the PreferredPoints Program. At your financial institution's option, redemption of points may be restricted, limited, expired or cancelled at any time without prior notice. Your financial institution reserves the right to terminate the program at any time without notice.
- t. The PreferredPoints Program is a service provided through Consumer Benefit Services, Inc., and your financial institution. In the event of fraud, abuse of program privileges or violation of the program rules (including any attempt to sell, exchange or transfer points or the instrument exchangeable for points), the financial institution reserves the right to cancel cardholder's membership in the PreferredPoints Program.
- u. Participation is restricted to U.S. account holders only.

## **Travel Awards Redemption Terms and Conditions**

The administrator's travel redemption center is able to take care of all travel arrangements. They are a full service agency that can assist with air rewards, hotel, auto, vacation and cruise reservations. The hours of operation for the travel redemption center are Monday through Friday from 5:00 a.m. to 12:00 a.m. CST, Saturday and Sunday from 6:00 a.m. to 10:00 p.m. CST.

- a. All Travel must be redeemed through administrator's fully licensed redemption reservation center. Cardholders must have a valid credit card affiliated with the program at the time of redemption.
- b. All airline tickets issued in exchange for points are non-refundable and non-changeable after ticket issuance, without paying the standard fees charged by each airline. Changes are subject to authorization by the airline and subject to add-collects and fees charged by the airline and redemption center.
- c. Lost, stolen or otherwise destroyed airline tickets will not be replaced, without the cardholder paying the standard fees charged by each airline.
- d. Cardholders may make additional travel reservations with the administrator's travel agency using your financial institution credit card. The travel agency's normal and customary fees are billed to your credit card for any additional services required by the cardholder.
- e. All travel documents will be issued the same day the reservation is made.
- f. Airfares are not guaranteed until ticket is issued. All reservations will receive a fax or email on the same day the ticket is issued. The cardholder must call in any corrections or discrepancies by the close of business, the same day the ticket is issued. The travel redemption center will do their best to accommodate all changes and requests. Any changes or corrections done the following day or thereafter are subject to all airline airfare charges, exchange fees and processing fees and processing charges.

- g. Paper airline tickets are subject to the individual airline paper ticket fees.
- h. If a paper ticket is issued, the cardholder has two options for delivery. They can sign a waiver stating that they accept responsibility for a lost ticket, and then the ticket will be sent via US Mail. The second option is to pay a shipping fee for the ticket to be sent via overnight delivery. Priority, Saturday and outside the forty-eight (48) contiguous states, deliveries will be subject to additional shipping charges.
- i. The cardholder is responsible for payment of any excess baggage charges, departure taxes or other charges that may have been assessed by governmental entities as a result of travel under the PreferredPoints Program.
- j. Administrator's normal and customary fees associated with processing travel related services are billed to the cardholder's financial institution credit card.
- k. Your financial institution and Consumer Benefit Services, Inc. are not responsible for the performance by the airlines of the ticketed transportation. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability. The airline industry is in constant flux and changes brought down by this industry are done quickly and without notice, therefore, reward redemption rules for air travel are subject to change without notice.
- I. A valid government ID must be presented at the airport and it must match the traveler's complete name as listed on the airline ticket.
- m. Travel insurance: For added protection, it is highly recommended that all travelers consider purchasing travel insurance at the time of ticketing to cover airline bankruptcy, trip cancellation & interruption, baggage delays and lost baggage, medical expense, emergency medical transportation, and vehicle rental collision insurance.
- n. Specific restrictions may apply to certain travel rewards.

#### Travel credit

Cardholders may redeem points for a travel credit, which can be applied to any travel reservation including airline tickets and hotel reservations. The travel credit will be immediately applied to the total cost of the travel reservation. The cardholder will then be responsible for paying the amount remaining after the travel credit is applied to the full value of the travel reservation.

### Airline ticket

Cardholders may redeem accumulated, un-expired points for a single lowest published airfare as follows:

<u>From</u>	<u>To</u>	Points Required	Ticket Cap
48 Contiguous States	Any Destination	25,000	\$275
48 Contiguous States	Any Destination	35,000	\$450
48 Contiguous States	Any Destination	50,000	\$700
48 Contiguous States	Any Destination	60,000	\$900
48 Contiguous States	Any Destination	75,000	\$1,500
48 Contiguous States	Any Destination	100,000	\$2,000

- 1. Each free ticket must be ordered through administrator for one round trip airline ticket on a scheduled U.S. or International carrier
- 2. All free tickets must be for round-trip travel on the same airlines or Code Share airline.
- 3. En-route stopovers are not permitted unless they are to make direct connections.
- 4. Reservations for tickets also exclude the usage of charters.

- 5. Reservations and ticketing must be made at least twenty-one (21) days prior to actual departure date.
- 6. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
- 7. For domestic travel, a Saturday night stay must be included in the travel itinerary.
- 8. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.
- 9. Administrator reserves the right to choose a major airline of their choice on which to reserve and ticket cardholders for free tickets.
- 10. The travel agency has the right to book your reservation within 2 hours of your requested travel times for departures and returns.
- 11. Each free ticket may not exceed the ticket cap.

## **Merchandise Awards Redemption Terms and Conditions**

#### Merchandise

- a. When necessary, the PreferredPoints Program administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The PreferredPoints administrator reserves the right to replace or remove certain sections within any PreferredPoints Program literature or website. All rewards are subject to availability.
- b. Merchandise rewards will take four to six (4-6) weeks to be delivered from the time of order. Multiple rewards may arrive at different times because they may be provided by different vendors.
- c. No shipments of merchandise can be made to APO/FPO or PO Box addresses.
- d. Merchandise shippable by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands will have an additional freight charge billed to the cardholder's rewards card.
- e. Merchandise pictured in any PreferredPoints Program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. The financial institution and the administrator are not responsible for errors or omissions.
- f. The number of points required for reward items are subject to change.
- g. Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. All items delivered by common carrier must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before cardholders sign to accept shipment of merchandise.
- h. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

# Gift cards and gift certificates and prepaid cards

- a. Points may be redeemed for gift cards or gift certificates from select merchants. Most gift cards or gift certificates are delivered within 2-4 weeks, to the address specified on the order file with the administrator, as long as it is within the United States and its territories.
- b. Gift cards and gift certificates cannot be returned, and are not redeemable for cash or credit.

- c. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card or gift certificate are the responsibility of the cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the gift cards are at the cardholder's expense.
- d. Gift cards and gift certificates may also be subject to other restrictions imposed by the merchant. Gift cards and gift certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services.
- e. Additional terms and conditions may be specified on the gift card or gift certificate.
- f. If a merchant declares bankruptcy the administrator is not liable for the underlying funds on the gift card or gift certificate.
- g. No dormancy or service fees will be charged by this administrator on the underlying funds of the selected reward gift card or gift certificate.
- h. Once the gift cards or gift certificates are redeemed and/or used, the cards are not returnable, exchangeable or replaceable.
- i. Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. We (the administrator) abide by the merchant's policy. If a gift card or gift certificate is lost or stolen, once received by you, you must report the occurrence to us (the administrator) immediately. We reserve the right to decline to replace lost or stolen gift cards or gift certificates.
- j. If gift cards or gift certificates have been ordered by the cardholder and not received by the cardholder (addressee), the cardholder must notify the administrator using the provided customer service number. The cardholder must notify the administrator no earlier than fifteen (15) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the administrator will investigate. The administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
- k. The administrator is not responsible if a recipient or cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or gift certificate that was received from this reward site.

### Cash Back Rewards

Points earned as part of the PreferredPoints Program can be redeemed for a cash reward. Points will automatically be subtracted from your account and a statement credit will be issued 1 to 3 billing cycles after placing your order.