

## CU Rewards® Rules

This Program is void where prohibited or restricted by law.

This Program is available to cardholders, Participant, whose Financial Institution has contracted with PSCU, Inc, (PSCU) for this Program for the Participant. All Program Rules determinations by PSCU are final. The Participant's use of their card(s) will indicate their agreement to comply with and abide by these Rules.

The Program reserves the right to terminate the Program or portions thereof at any time without restriction or penalty. This means that regardless of a Participant's level of activity in the Program, the ability to accumulate Rewards or claim awards can be terminated with or without prior notice. The redemption value of Rewards already accumulated may be changed at any time without notice and without restriction or penalty.

Participant agrees to hold the Financial Institution, PSCU, and any vendors associated with the Program, as well as any card association that is associated to the Program, totally harmless if the Program fails to meet its contractual and other obligations with PSCU which results in the Program being interrupted or terminated prior to giving the Participant the opportunity to redeem the Rewards. Also, the Participant agrees to hold PSCU harmless if a vendor files for bankruptcy or otherwise goes out of business, after Rewards are redeemed for an award from the vendor but before the Participant was able to receive the award.

The list of merchandise, airlines, hotel, rental car, cruise or tour companies and any other listed award available in the Program is subject to change and may be discontinued all or in part without notice.

Every effort has been made to ensure that the information in the Program communications is accurate. The Program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending award redemption order.

To see additional rules regarding redemptions for airline tickets, cruises, car and hotel awards, please see the travel section of the Rewards Terms and Conditions on the Site or contact the sponsoring Financial Institution. These Rules, combined with the Rewards Terms and Conditions (available at the Rewards Site), and any rules published by the sponsoring Financial Institution, constitute the full set of Program Rules.

### **Eligibility**

1. Eligibility is restricted to Participants with an active and open Account with a Financial Institution participating in the Program, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. This Program is available to all Accounts designated by the Financial Institution.

### **Program Administration**

1. The Financial Institution reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding Rewards. The Financial Institution has the right to change the Program without advance notice to the Participant.
2. The Program and the Financial Institution each have the right to monitor all Rewards Account activity. The Program and the Financial Institution each reserves the right to cancel any Program membership in the event of fraud, abuse of Program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer Rewards, or any instrument exchangeable for Rewards. If the Participant has conducted any fraudulent activity, Program reserves the right to take any necessary legal action and may have grounds to confiscate any Rewards redeemed as a result of such activity. In addition, the Participant may be liable for monetary losses to Program, including litigation costs and damages and Participant will not be allowed to participate in the Program in the future.
3. We may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Rules in whole or in part. Changes may affect outstanding transactions and Rewards.

#### **Rewards Accrual**

1. The Participant will earn Rewards for every qualifying net purchase (purchases less returns) as designated by the Financial Institution. This may include using Participant's eligible payment card or by participating in certain other Account activity with the Financial Institution. The Financial Institution determines the Rewards earning rate for all transactions and when Rewards begin to accrue. No retroactive Rewards will accrue.

Returns are subject to the return policy of the retailer from which the Participant made the purchase. If the Participant returns or cancels an item, Rewards are also reversed from that sale.

Exchanges also make purchases from participating retailers made through the Site ineligible for Rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the Program Site Rewards cannot be tracked. Because of this, the retailer will not pass the Rewards to the Program which means the Program cannot access the Rewards to put on the Participant account.

To avoid losing the rebate on exchanges, please make sure all returns are final. Once the refund is credited to Participant card, place the order again to allow the Rewards to be posted to the account for the purchase.

2. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn Rewards.
3. Participants will not earn Rewards if the Account has been closed, whether closed by Participant or the Financial Institution. Once the Account is closed, Rewards will not be credited and Rewards will be immediately forfeited and cannot be redeemed. The Financial Institution will determine what constitutes a closed Account.

4. The Program is based on net purchases only and does not include cash advances, balance transfers, or wire transfers. It also does not include any fees posted to Participant Account, including (but not limited to) late fees, over limit fees, and finance charges.
5. There is no annual cap to how many Rewards Participant can earn.
6. Participant's Rewards do not expire.
7. Rewards earned are posted throughout the month aligning with Participant's qualified transactions.
8. Dollar and cents amounts will be rounded to the nearest whole dollar amount when calculating Rewards earned.
9. Rewards transactions and balances are available for view online.
10. Rewards from multiple Accounts may be pooled together at the discretion of the Financial Institution.
11. Rewards may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in Rewards.
12. If Participant Rewards Account does not represent the correct number of Rewards that Participant should have been awarded, Program reserves the right to adjust the Rewards balance. If Participant has been awarded Rewards in error or if Participant believes the Rewards Account has been the subject of any suspicious activity, contact the Program immediately.
13. If Participant believes purchases should have resulted in the addition of Rewards to the accumulated Rewards balance, and see that the Rewards have not been reflected within thirty (30) days of the purchase, contact the Program within ninety days of the date of such purchase and we will investigate the situation. (After ninety (90) days, the ability to claim the Rewards will be considered waived.)

### **Redeeming Rewards**

1. No cash refunds or partial awards will be issued upon redemption.
2. Rewards will be redeemable only if Participant Rewards Account is open and in good standing.
3. The Participant must redeem Rewards, but another person may use the ticket(s) or Rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of Rewards, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
4. The Financial Institution reserves the right to disqualify any Participant from participating in the Program and to invalidate all Rewards for abuse, fraud, or any violation of the Program Rules.
5. The Financial Institution reserves the right to pass on any processing and/or surcharge fees that may be incurred on the Rewards.

### **Liability**

1. Participant acknowledges and agrees that as part of the Program certain information, such as name and address, shall be provided to merchants and other parties involved in the Program and Participant transactions.
2. Program has no liability for disagreements regarding Rewards. The Financial Institution's decisions regarding Rewards and Rewards discrepancies will be final.

3. Participant agrees to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with participation in the Program and Participant use of goods and services.
4. Participant agrees to indemnify, defend, hold harmless, and release the Program and any merchants participating in the Rewards, including any Rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorney fees) arising out of any breach of the Program or these Rules by Participant or by anyone using the Program or Participant Rewards, Rewards Account, or other accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
5. If any of these Rules are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these Rules are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these Rules and the remaining Rules shall survive, remain in full force and effect and continue to be binding and enforceable.
6. The Program and these Rules are subject to the laws of the State of New York, without any reference to its choice of law provisions.

#### **Other Terms and Conditions**

There are additional Program Terms and Conditions associated with the redemption of merchandise, travel, event tickets, activities and gift cards. Visit the Program Site to view the details of those redemption options and their associated Terms and Conditions. Any disclaimer of liability set forth in those additional Program Terms and Conditions shall also apply to the Program described in these Rules.

***Transactions from lost, canceled, stolen or temporary credit or debit cards; or fraudulent purchases will not earn Rewards.***

For further details about the Program that may be specific to the Financial Institution, please refer to the FAQs.