

## Patelco Payback Rewards Program Terms & Conditions

If you have a Patelco Payback Rewards World Mastercard®, you agree to the following terms and conditions of the Patelco Passage Rewards Program offered in association with your credit card.

### Definitions

- “Account” refers to your Patelco Payback Rewards credit card account.
- “Administrator” means Mastercard Rewards., the operator and administrator of the Program and its subcontractors.
- “Eligible Card” refers to the Patelco Payback Rewards World Mastercard.
- “Patelco” or “We” refers to Patelco Credit Union.
- “Program” or “Patelco Rewards Program” means the program that allows Participants to earn and redeem points for rewards.
- “Rewards Points Account” means the account where we track points earned by the Participant.
- “You,” “Your,” or “Participant” means the individual(s) who is using the credit card to obtain points that qualify for rewards.

### Eligibility

1. Eligibility is restricted to Participants with an eligible, active Account.
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).

### Program Administration

1. Patelco reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Patelco has the right to change the Program without advance notice to You.
2. Patelco and the Administrator each have the right to monitor all Rewards Point Account activity. Patelco and the Administrator 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 points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Administrator 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, You may be liable for monetary losses to Administrator or Patelco, including litigation costs and damages and you will not be allowed to participate in the Program in the future.
3. The terms of this Program are void where prohibited by law.
4. Patelco 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 Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

### Point Accrual

1. You will earn points for every qualifying net credit card purchase (purchases less returns) at a rate of 2 points per \$1 spent at all merchants. We determine the points earning rate for all transactions and when points begin to accrue. No retroactive points will accrue.
2. Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale.
3. Transactions from lost, canceled, or stolen credit cards; or fraudulent purchases will not earn points.
4. Participants will not earn points if the Account has been closed, whether closed by Participant or Patelco. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Patelco will determine what constitutes a closed Account.

5. 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 your Account, including (but not limited to) late fees, over limit fees, and finance charges.
6. As long as your Account is open active, you can earn unlimited Points and your Points will not expire.
7. Points earned during a calendar month are posted to your Reward Points Account by the 15th of the following month. Qualifying purchases that have not been cleared or posted to your Reward Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
9. Point balances are available for view online through Patelco Online Banking.
10. Points cannot be transferred from one Rewards Point Account to another Rewards Point Account.
11. Points from multiple Accounts may be pooled together at Patelco's discretion.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. You are responsible for any personal tax liability that may be related to participation in the Program.
14. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Administrator or Patelco reserve the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact Patelco immediately using the "Contact Us" feature of the Program website.
15. If you believe that you have made purchases that should have resulted in the addition of Rewards to your accumulated Rewards balance, and you see that the Rewards have not been reflected within thirty (30) days of your purchase (date the charge appears on your credit card statement), please contact us within ninety days of the date of such purchase and we will investigate the situation. (If you wait longer than ninety (90) days, your ability to claim the Rewards will be considered waived).

#### **Redeeming Points**

1. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. Redemptions require a minimum of 2,500 points.
4. Points can be redeemed for cashback at a rate of \$0.01 per point.
5. Cash back points redemption available for statement credit to your Patelco credit card account, Patelco checking account or Patelco savings account.
6. All points must be redeemed using the Program website located at Patelco Online Banking.
7. If you have questions about the Program, those questions can be sent to the Administrator by using the "Contact Us" feature of the Program website.
8. Points will be redeemable only if your Rewards Points Account is open and in good standing.
9. The Participant must redeem points, 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 points, 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.
10. Patelco reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
11. Patelco, the Administrator, and its suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
12. Patelco reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.

#### **Liability**

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Administrator has no control over and liability for any use of such information by those third parties.

2. The Administrator has no liability for disagreements regarding points. Patelco's decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. THE ADMINISTRATOR NOR THE SUPPLIERS OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUSFREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
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6. THE SUPPLIERS OF PRODUCTS AND SERVICES FOR ADMINISTRATOR ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF ADMINISTRATOR. ADMINISTRATOR IS NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF ACCOMODATIONS, TERMINATIONS OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS OR TICKETS RESULTING THEREFROM. ALL TRAVEL DOCUMENTS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY ADMINISTRATOR'S SUPPLIERS.
7. THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release **the PROVIDERS 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 attorneys fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, REWARDS POINT ACCOUNT, or OTHER Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
10. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms 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 terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
11. The Program and these Terms and Conditions are subject to the laws of the State of New York, without any reference to its choice of law provisions.