



Terms and Conditions

I. Description of the Program

- a) The rewards program ("Program") is a service provided by University Credit Union ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b) Participation in the Program is exclusive to those who have a current Business/Consumer debit and/or credit card issued by the Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders").
- c) The Sponsor 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 Sponsor may make such a determination in its sole discretion.
- d) The rewards program is void where prohibited by federal, state, or local law.
- e) The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any program document.
- f) The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the points required for a reward within the rewards Program. At the Sponsor's option, redemption of Points may be restricted, limited, expired or cancelled at any time without prior notice.
- g) Eligibility in the program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- h) The Program's Privacy Policy is available at the Program's website on the bottom of each page.
- i) The Sponsor and the Administrator, and their respective directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless the Sponsor and the Administrator, and their respective directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, a violation of these Terms and Conditions or applicable law or the rights of any third party.

II. Earnings Points

- a) Cardholders will earn ("Points") for qualified transactions made at participating merchants using their Rewards Card ("Qualifying Transactions").
- b) Points will be accumulated at the rate of:
 1. One point per every four (4) dollars of each Qualifying Transaction using Cardholder's enrolled Business Debit card in signature-based transactions.
 2. One point per every one (1) dollar of each Qualifying Transaction using Cardholder's enrolled Consumer Credit Card. In addition; cardholders will earn 1 more bonus point based on Restaurants, Fast Food, and Grocery Store Merchants, 2 additional points for transactions at Costco, Sam's Club, and Travel related Merchants, 3 additional points for transactions at Fuel Merchants and 4 additional points for transactions that occur at any specific University of Utah Transactions.
 3. One point per every one (1) dollar of each Qualifying Transaction and 4 times for gas purchases four (4) points per every one (1) dollar using Cardholder's enrolled Business Credit card.
 4. Points accumulated for other banking relationships, products, or services are determined at the sole discretion of the Sponsor.
- c) Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is



subject to a billing dispute, the point value of the transaction may be deducted from the point total during the dispute period. If the transaction is reinstated, points will be reinstated.

- d) **Merchant Funded Points (AMPRE).** Cardholders can earn additional Points from participating merchants when using their Rewards card for purchases at participating AMPRE merchants, both online and in-store. Point earnings will vary based upon the merchant. Each merchant's Point earning ratio is listed on the Program's website.
By providing your email address when you register on the Rewards website, you can agree to receive all future AMPRE correspondence and notices electronically to that email address. Email is the primary method for contacting Cardholders regarding their participation in the Program. It is the Cardholder's responsibility to update or change the email address on file. This can be done on the Program's website.
New merchant offers are updated periodically. There is not a limit to the number of times a Cardholder can earn Points for shopping at an AMPRE merchant.
- e) 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 program Sponsor reserves the right to cancel cardholder's membership in the rewards program.
- f) If more than one debit card has been issued for the same checking account, the Points earned from each card will automatically be pooled together into one available Point balance.
- g) Points may not be combined with any other loyalty/frequency reward program that is not managed by the program's Sponsor.
- h) The Sponsor reserves the right to award bonus Points to selected cardholders for any activity or condition it decides.
- i) 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).
- j) Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the month, five (5) years after the date of issuance.
- k) The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.
- l) **The following MCCS will be excluded from point earning:**
4829 – Wire Transfers/Money Orders
6010 – FI Manual Cash Disbursement
6011 – FI Cardholder Activated Cash
6012 – FI Merchandise and Service
6051 – Non-FI Foreign Currency
6211 – Security Brokers/Dealers
6540 – POI funding Transactions
7800 – Government Lottery
7801 – Government Licensed Casinos
7802 – Government Licensed Horse/Dog racing
7995 – Betting, Casinos
9211 – Court Costs – Alimony/Child Support
9222 – Fines
9223 – Bail and Bail Bonds
9311 – Tax Payments

III. Redeeming Points

- a) To redeem points, follow the instructions below, visit the Program's website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.

18464244.1

090426-10157 1620 Bond Street, Naperville, IL 60563 | amplifiloyalty.com | 331.888.3400



- b) To be eligible to redeem Points, the Cardholder's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the Rewards Card cannot have any other status preventing authorizations.
- c) Points are deducted from the Cardholder's point balance as soon as they are redeemed.
- d) Points must be redeemed by the Cardholder, but can be used to provide a reward for another person of their choice.
- e) The Cardholder agrees to release the Sponsor and 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 rewards 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 Administrator and the Sponsor 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.
- f) The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- g) Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. The Sponsor and the Administrator are not responsible in any way for the products or services provided by participating merchants and third party service providers.

IV. Travel rewards

- I. 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.
 - a) All travel must be redeemed through administrator's fully licensed redemption reservation center or website. Cardholders must have an eligible rewards card 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 any 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 department or website using their rewards card.
 - e) 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.
 - f) The Cardholder is responsible for payment of all baggage charges, departure taxes seat assignment charges, or other charges that may be assessed by airlines, travel companies and/or governmental entities as a result of travel under the rewards program.
 - g) Administrator's normal and customary fees associated with processing travel related services are billed to the Cardholder's Rewards Card.
 - h) The Sponsor and Administrator are not responsible for the performance by the airlines of the ticketed transportation. All reservations are made subject to the conditions of airlines, 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 made by this industry are done quickly and frequently 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.
 - j) 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.

- k) Cardholders may redeem points for a single lowest published airfare as follows:
 - i. Each free ticket must be ordered through Administrator
 - ii. All free tickets must be for round-trip travel on the same airlines or code share airline.
 - iii. En-route stopovers are not permitted unless they are to make direct connections.
 - iv. Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.
 - v. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
 - vi. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.

II.

a) Rebate Rewards

- 1. Use your rebate for airfare, hotel, car rental, cruise reimbursement, and theme park admission.

b) Travel Rebate (No Documentation Required)

- 1. When the rebate option is selected you are not required to use the Awards Travel Service Center to make your travel arrangements. You may make your arrangements with your own agent, or directly with a merchant. This reward allows you to be reimbursement for your travel related services once travel is completed. To determine the value of rebates available on your program please visit rewards.uchreditu.com or call a Rewards Representative at __.
- 2. To receive your rebate you must pay for the entire amount of travel-related services to the same card or account from which you're redeeming the points.
- 3. Once you complete your travel, you have 60 days to claim your credit. The amount paid for the travel services must be equal to or exceed the rebate amount.
- 4. Please allow 30 days for your credit to be processed if all eligibility requirements are met. Not valid for gas, food, or other miscellaneous charges.
- 5. When you complete your request, points will be immediately deducted and we will be notified of your request. Credit to your account will be issued by us and may be subject to verification of charges.

V. Non-travel rewards

A. Merchandise

- a) When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The rewards Program Administrator reserves the right to replace or remove certain sections within any program literature or website. All rewards are subject to availability.
- b) Merchandise rewards may take two to four (2-4) weeks to be delivered from the time of order. Multiple rewards may arrive at different times because they may be provided by different vendors. Delivery times may increase during peak holiday periods.
- 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 reward's 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 Sponsor and the Administrator are not responsible for errors or omissions.
- f) The number of Points required for reward items are subject to change.

18464244.1

090426-10157 1620 Bond Street, Naperville, IL 60563 | amplifiloyalty.com | 331.888.3400



- g) Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Some items are delivered by common carrier, where a delivery time is scheduled and someone must be present to accept delivery. When this is the case, the item 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. For those items that are delivered without being scheduled, please inspect the item within 24 hours of delivery and notify the customer service center if you find any exceptions, damages, or shortages.
- 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.

B. Gift cards/certificates and eGift Cards/Gift Codes

- a) Points may be redeemed for physical gift cards/certificates or eGift Cards/gift codes from select merchants. Most physical gift cards and certificates are delivered within two to three (2-3) weeks, to the address specified on the order file with the Administrator, as long as it is within the United States and its territories. Delivery times may increase during peak holiday periods.
- b) Physical Gift cards/certificates and eGift Cards/Gift codes cannot be returned, and are not redeemable for cash or credit.
- c) Protect your eGift Cards/gift codes like cash, they are active and can be used immediately by anyone with access to your code. Lost or stolen eGift Cards/Gift Codes will not be replaced, including codes sent to an incorrect email address.
- d) At check out, you will need to supply your email address. To ensure delivery of your eGiftCard confirmation email, please take a moment to add gc@vcdelivery.com to your Address Book or Safe List. You will receive an email containing a link to your eGiftCard within 72 hours. The email will come with instructions on how to access your eGiftCard and how to redeem at the participating retailer or partner.
- e) All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card or 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.
- f) Gift cards, certificates, and codes may also be subject to other restrictions imposed by the merchant. Gift cards, certificates, and codes purchased to provide services are subject to the terms and conditions of the vendor providing the services.
- g) Additional terms and conditions may be specified on the gift card or certificate.
- h) If a merchant declares bankruptcy the Sponsor and Administrator are not liable for the underlying funds on the gift card or certificate.
- i) Once the gift card or certificate is redeemed and/or used, they are not returnable, exchangeable or replaceable.
- j) Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. If a gift card or certificate is lost or stolen the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserve the right to decline to replace lost or stolen gift cards or certificates.
- k) If gift cards or certificates have been ordered and not received by the Cardholder, they 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.
- l) The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or certificate that was received from this reward site.



C. Charity Choice

- a) Support the greater good by choosing CharityChoice donation gift cards or by donating to Warm the Soles.
- b) With CharityChoice, you may designate the funds for up to three charities of your choice, exclusively from our online list of over 250 major charities and many local causes, totaling over 1000 in all. The online designation is an easy and very rewarding experience with something meaningful for everyone. Follow the easy instructions on the back of the card to donate the funds.

D. Cash back rewards

- a) The cash back reward(s) will appear as a credit on the Cardholder's Reward Card.
- b) The Cardholder is responsible for any outstanding balance owed on the account after the credit is applied.
- c) Cash back reward(s) cannot be applied toward the payment amount owed on a Cardholder's Reward Card.

E. Fuel Redemption

- a) The Cardholder may redeem points through the Fuel Redemption program directly at the fuel pump at participating retailers. To redeem points at the fuel pump, the Cardholder will swipe their participating financial institution's debit or credit card at the fuel pump. The retailer will confirm in real time at the fuel pump that the Cardholder's card is active and in good standing. If enough points are available in the Cardholder's account, Cardholder will receive a message on the fuel pump display. For example: "Would you like to use 2,000 reward points to receive \$.50 off per gallon?"
- b) If the Cardholder selects, "Yes", the per gallon charge will be lowered by \$.50, subject to a maximum limit of \$.50 per gallon discount on 20 gallons (or \$10.00 off) during each visit.
- c) Points required and discount at the pump will vary by retail brand and card program. Please refer to the program website for a list of current offers and participating retailers.

F. Pay With Points

By clicking "Accept", I accept the terms and conditions below and authorize my payment card network (e.g., MasterCard, Visa, American Express) to monitor and share transaction data with ampliFI Loyalty Solutions and [Sponsor] to match my offers and transactions to earn rewards at participating merchants and provide me with targeted and/or location-based offers. I also acknowledge and agree that ampliFI Loyalty Solutions may share details of my qualifying transactions with certain third parties to support the rewards programs in which I participate in accordance with the Terms and Conditions and Privacy Policy.

With Pay With Points, Cardholders may redeem points for credit card purchases via text messaging, by email or online, as each option becomes available to Cardholders via our website(s). Pay With Points is only available for credit cards; debit cards are not eligible. The points redemption comes in the form of a statement credit to Cardholders' monthly billing statement. Points will be deducted from your points balance and a statement credit for the purchase amount will be applied to your Account billing statement when the Cardholder requests redemption. For transactions which include a gratuity, fees, or estimated taxes, the statement credit may not equal the Cardholder's final purchase amount. Auto bill pay transactions may be part of Pay With Points Rewards text messages and emails if the Purchase falls within Cardholder's preference selections. The following purchases are not eligible for Pay With Points: (i) any transaction that is not directly processed or submitted through the Visa U.S.A. payment systems,

18464244.1

090426-10157 1620 Bond Street, Naperville, IL 60563 | amplifiloyalty.com | 331.888.3400



as applicable; and (ii) any purchase that Visa U.S.A. is unable to monitor (including purchases you initiate through identification technology that substitutes for a PIN and transactions made through a payment method such as a digital wallet or a third party payment product where your Rewards Card is a funding source but you do not present your Rewards Card directly to the merchant). Pay With Points text messages and emails are available for transactions with U.S. merchants. International transactions may also be available, subject to conversion to USD and the merchant processing under categories included in the program.

Cardholders may sign up for Pay With Points notifications using their 10-digit U.S. mobile number or email address. Only one mobile number and/or email address may be used per Household. After Cardholder completes a brief enrollment profile, Cardholder must confirm text enrollment by replying 'YES' to a confirmation message that Pay With Points Rewards will send you when the text portion of the program is live. If any changes are made to Cardholder's Account that will affect the card number, Account ownership or your rewards program, Cardholder will need to re-enroll in Pay With Points Rewards. Message and data rates may apply. Message frequency is based upon the preferences Cardholder selects and the purchases Cardholder makes on Cardholder's Account. Once the text program is launched, you may text 'HELP' in response to our text messages for Help. Text 'STOP' in response to our text message or return to the Alerts page on our website to cancel participation in Pay With Points Rewards text notifications. All cancellations completed via text message will remove that mobile number from all accounts registered for Pay With Points Rewards. E-mail or text messaging may be cancelled by visiting the Alerts page.

Cardholders will not receive Pay With Points Rewards text messages or emails until they confirm their enrollment and preferences, unless initial preferences are set by their financial institution. Cardholders opting into these services prior to their launch, will receive notification once their selected option is available. Cardholders will receive a Pay With Points Rewards request text or email message if their credit card purchase falls within the criteria they have set up in Pay With Points Rewards preferences and they have enough points to redeem. Merchants who accept your card are assigned a merchant code based on the kinds of products and services they sell. Administrator or Sponsor does not control how Purchases are processed by merchants or the merchant codes they use; therefore, Administrator or Sponsor cannot guarantee that a specific transaction will qualify.

Cardholder's account must remain in good standing in order to redeem. Cardholder may redeem by replying 'REDEEM' within 24 hours of when the text was sent, selecting the one-click redemption option in an email notification or by selecting from eligible transactions online. Cardholder may only redeem the most recent Pay With Points text or email message. Online redemption of eligible transactions will be available for up to 45 days. Upon confirmation of a redemption request, points will be deducted from your points balance immediately, and a statement credit to Cardholder's statement will be processed within three business days and will appear on Cardholder's next billing statement. Please allow up to ten days for statement credit to appear.

The Account statement credit for a Pay With Points Rewards redemption will reduce the Account balance but will not count toward the minimum payment due. All redemptions are final. If Cardholder returns the item or service for which points were redeemed to the merchant, the points will not be reinstated, but Cardholder may receive a monetary credit to their Account (in accordance with the merchant's return policy).

There is no fee to receive text messages or emails related to Pay With Points program. Message & data rates may apply – this can be checked with the mobile service provider. Charges are billed and payable to your mobile service provider or deducted from Cardholder's prepaid account. Consent is not a requirement for purchase.

18464244.1

090426-10157 1620 Bond Street, Naperville, IL 60563 | amplifiloyalty.com | 331.888.3400



Data obtained from Cardholder in connection with this text and email message service may include Cardholder's phone number and email address, your carrier's name and the date, time and content of your messages. The Administrator or Sponsor may use this information to contact you and to provide the services you request from us. For Cardholders enrolling in messaging prior to product launch, you will be notified when each of these services go live.

The Administrator or Sponsor will not be liable for any delays in the receipt of any text or email messages as delivery is subject to effective transmission from network operator or internet service provider. Pay With Points Rewards messages sent via text message may not be delivered if the mobile phone is not in range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within a coverage area, factors beyond the control of the wireless carrier may interfere with message delivery, including terrain, proximity to buildings, foliage, weather and equipment.

As a participant of the Pay With Points Rewards program, Cardholder may choose to receive text or e-mail messages based on participation and preferences. Cardholder can opt-out from this service at any time by visiting our website or calling the Rewards Center. After opt-out, Cardholder may still receive text or email messages for up to 24 hours. Opting out via text message or through any other process will remove Cardholder's mobile number from all accounts registered with Pay With Points Rewards. By participating in the Pay With Points Rewards program, Cardholder consents to receive, from time-to-time, further text messages and emails from the Program, its affiliates and partners. Message & data rates may apply.

The terms and conditions of this service with participating U.S. mobile carriers may change at any time with or without notification.

VI. Toll-Free Participant Access & Contact Information

- a) For questions, concerns or complaints, please contact the Administrator's customer service center at 801-481-8800. You should expect a resolution to all inquiries within 3 business days.
- b) The Administrator's customer service center is open 24 hours/ 7 days a week, the center will be closed the following major holidays until 5 am CT the following morning. (New Year's Day, Easter, Memorial Day, Thanksgiving and Christmas.
- c) The travel redemption center is available Monday through Friday from 9am to 10pm ET, Weekends from 9am to 5pm ET. Closed New Years Day, Easter, Memorial Day, Thanksgiving and Christmas. After hours emergency service is available 24/7 for trips within the next 48 hours by calling the same number.
- d) To contact University Credit Union call 801-481-8800
- e) The Program's website is rewards.ucreditu.com