

The Fly Miles Plus™ Reward Program (the “Program”) Terms and Conditions are separate from the terms of the San Diego County Credit Union (“SDCCU®”) Consumer Credit Card Agreement between SDCCU and cardholder (the “Cardholder”). However, any claim arising from or relating to participation in the Program is subject to the arbitration provisions of the Consumer Credit Card Agreement, which require that any and all disputes are subject to binding arbitration. Changes to the Program may happen at any time without notice and without restriction or penalty. When any change is made, we will post revisions on the SDCCU website and on the Program website. For the most current list of rewards available through the Program (“Rewards”), point balances, and to redeem points for Rewards, please visit the secure Program redemption website. To access the redemption website, a Cardholder may log into such Cardholder’s SDCCU Internet Branch online banking account, select “Self Service”, click “Fly Miles Plus,” select the card with the points to be redeemed and then select “Redeem.”

This Program may be modified, suspended or cancelled and the redemption value of already accumulated points may be changed at any time without notice and without restriction or penalty. SDCCU reserves the right to change the point accrual and retention period from time to time. Changes to the Program may include, but are not limited to, modifications which (i) increase or decrease the point value for every net purchase dollar charged and (ii) expire points based on the point term, age and expiration date of the selected option(s). Cardholder will be notified of point accrual and/or point expiration Program changes. Contact SDCCU for details on applicable accumulation options which are then in effect. This Program is void where prohibited or restricted by federal, state or local law. Cardholder is responsible for any federal, state or local income, sales, use or other taxes or gratuities.

The Program is administered by TSYS LOYALTY, an independent company that is not affiliated with SDCCU. To protect our members’ privacy, SDCCU only works with companies that agree to maintain strong confidentiality practices. We limit the type and use of information shared. In addition, these companies are contractually restricted from disclosing the information to other third parties. TSYS LOYALTY assists SDCCU with administration of the Program, including maintaining and servicing points for Rewards and fulfilling Cardholder Reward redemptions. Neither SDCCU nor TSYS LOYALTY shall be liable for any bodily harm and/or property damage, or consequential damages that may result from participation in the Program or of any provider’s provision of or failure to provide any of the services or benefits of the Program, for any reason. TSYS LOYALTY assumes all liability and responsibility for the provision of, or failure to provide the stated services defined as administrative services, travel reservations and issuance of travel documentation.

## **ELIGIBILITY**

Program eligibility is restricted to individuals who maintain a credit card account in good standing issued by SDCCU.

Cardholders must have a valid address within the United States. Points in the Program may not be used with any other offer, promotion or discount, cannot be earned from or transferred to, any other charge, credit card, or other accounts. SDCCU reserves the right to approve, deny or revoke a Cardholder’s participation in the Program. In the event a Cardholder’s participation is revoked, such Cardholder’s points will be forfeited. Questions as to what constitutes Program eligibility or a qualifying transaction, as well as any exceptions, are at the sole discretion of SDCCU. Fraud or abuse relating to the accrual of points or redemption of Rewards may result in forfeiture of accrued points as well as cancellation of membership in the Program.

There is a \$35 non-refundable annual participation fee, which will be assessed, regardless of whether the Cardholder earns any points. The annual fee is waived for the first year. Each year thereafter, SDCCU will waive the annual fee if the Cardholder’s net purchases totaled more than \$6,000 during the previous year. “Net purchases” mean purchases of goods and services made by Cardholder or any authorized user of Cardholder’s account minus any returns or refunds. The annual fee is charged to the Cardholder’s SDCCU Visa® credit card on the anniversary of the Cardholder’s enrollment date in Fly Miles Plus. Membership will be renewed automatically each year as long as the account is in good standing, unless the Cardholder notifies SDCCU of cancellation in writing at least forty-five (45) days prior to the anniversary of the Cardholder’s enrollment date in the Program. Once participation has been cancelled, points may not be redeemed and will be forfeited.

## **EARNING POINTS**

Cardholder will earn one reward point (“Point”) for each \$1 of net purchases on the enrolled SDCCU account. The maximum accumulation of Points earned on net purchases is 120,000 Points per enrollment year. This maximum does not include Points earned as a result of certain bonus Points. Point accrual will begin upon the enrollment date in the

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Program. No retroactive Points will be awarded. Enrollment date is defined as the first business day after the day in which the Cardholder is approved as a Program member.

Cardholder's statements will include the number of Points earned, subject to adjustment as provided for in these Terms and Conditions. Points will be deducted from Cardholder's current total of Points earned for corresponding retail purchase returns posted to the Cardholder's account. Accounts may be charged for the difference in the event the Cardholder has already redeemed unearned Points. Amounts currently in dispute and purchases made in violation of law or the terms governing the Cardholder's credit card account will not earn any Points. When a purchase or transaction is not a whole dollar amount, any fraction will be rounded down to the nearest whole dollar.

Cardholders do not earn Points on balance transfers, convenience checks, cash advances or unauthorized charges, unless specified otherwise. Points are not earned for fees of any kind, such as finance charges, late payment fees, annual fees, over limit fees, balance transfer fees, convenience check fees, cash advance fees, Program fees or any charges the Cardholder refuses to pay. Changes made to the above list are at the sole discretion of SDCCU.

Points are considered earned when they are posted to the redemption system. A Cardholder's Points balance will be updated monthly. Points may take up to 45 days to be posted following a qualifying purchase. SDCCU reserves the right to verify and adjust Points at any time prior to or following posting and redemption. Points will be awarded and can be redeemed for Rewards only if the Cardholder maintains the account in good standing. SDCCU has the right not to award Points if the account is not in good standing.

#### **POINT REDEMPTION**

The Fly Miles Plus Reward Program Service Center's (the "Service Center") telephone number is (877) 587-8746 and may be used for redemptions or inquiries. Redemption Specialists are available to redeem Points for Rewards and answer redemption-related questions from 6 a.m. to 6 p.m. Pacific Time. The Service Center will be closed the following holidays: New Year's Day, Memorial Day, Independence Day (July 4), Labor Day, Thanksgiving Day and Christmas Day.

**Points will expire on December 31<sup>st</sup> at 11:59 p.m. Eastern Standard Time of the fifth year after the year they were earned.** For example, Points earned November 1, 2017 will expire December 31, 2022. Points redeemed and expired Points will be based on a first-in, first-out process. Points earned are not transferable.

Cardholders also may redeem Points for Rewards and check Point balances online through the Fly Miles Plus Reward Program website. Redeemed Rewards are not refundable, replaceable, or transferable for cash, credit, other Rewards, or Points under any circumstances. SDCCU and participating merchants are not responsible for replacing lost, stolen or mutilated gift cards/certificates or tickets. All Rewards are subject to availability. Certain Rewards are available only during the time periods TSYS LOYALTY described in the Program communications. Merchants participating in the Program are subject to change. Some Rewards have limited availability. Substitutions that SDCCU deems to be of equal or greater value may be necessary. Country of item's origin may change. Merchandise Rewards cannot be shipped to addresses that are outside the United States, PO, APO, or FPO boxes. SDCCU reserves the right to modify or cancel any Reward at any time. All redemption Rewards will be sent to Cardholder's statement mailing address unless otherwise authorized by SDCCU. Merchandise Rewards include applicable sales tax and shipping and handling (via first-class mail, ground delivery or motor freight service within the continental U.S.). Allow 4 to 6 weeks for delivery of the Reward earned. In certain circumstances the delivery time may be longer. For security reasons, parcel or motor freight couriers may contact the Cardholder to arrange delivery of merchandise. It is the responsibility of the Cardholder to respond to the courier in a timely manner to facilitate the delivery process. Additional shipping and handling fees for merchandise returned to vendor due to Cardholder's failure to make delivery arrangements are the responsibility of the Cardholder. Expedited delivery of a Reward is available upon request for an additional fee. Any additional travel or accommodation arrangements made in connection with any Reward will be the Cardholder's responsibility.

Points, Rewards and gift cards/certificates have no value except as used in accordance with the Terms of the Program and Merchants participating in the Program. Rewards are void if sold for cash or other consideration. Rewards are not replaceable if lost, stolen, destroyed or expired. Rewards are not redeemable and are void if altered, photocopied, reproduced or damaged in any way. Reward gift cards/certificates, gift cheques, checks or currency certificates may not be re-sold and are valid through the expiration date printed on the Reward gift cards/certificates and cannot be extended beyond the expiration date. All Rewards are subject to availability and other restrictions may apply. All Rewards are

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subject to the terms and conditions of each participant's offer materials. Gift cards/certificates may not be combined with any other promotional offers. Fulfillment of the gift cards/certificates are the sole responsibility of the participating merchant.

Gift cards and Gift certificates ("Gift Cards/Certificates") are valid at participating merchants only through the expiration date printed on the Gift Card/Certificate, except to the extent prohibited by law. Gift Cards/Certificates must be surrendered at redemption, and no photocopies of Gift Cards/Certificates will be honored. Gift Cards/Certificates have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless otherwise noted on the Gift Card/Certificate. Use of any Gift Card/Certificate is subject to any additional restrictions listed on the Gift Card/Certificate. Gift Cards/Certificates are not valid toward previous purchases, and cannot be used as payment on existing account balances with either the participating merchant or SDCCU. Please allow 7 to 14 business days for receipt of gift card/certificates. Reward Gift Cards/Certificates, gift cheques, checks or currency certificates may not be valid where restricted by law. Terms and conditions for each Reward are set for in Program communications and/or on the Gift Card/Certificates. Merchants participating in the program are subject to change. SDCCU is not responsible for the programs or defects of any merchandise purchased using a Gift Card/Certificate or for failure of merchant to perform because of bankruptcy, insolvency or any other reason.

Fraud or abuse relating to the accrual of Points or redemption of Rewards may result in forfeiture of accrued Points as well as cancellation of membership in the Program. Neither SDCCU nor TSYS LOYALTY is responsible for disputes between the Cardholder and its employees or any third party reward recipients relating to Points redemption and reward distribution.

#### **AIRLINE TICKETS**

Cardholders may redeem Points for a scheduled ticket on a major airline carrier providing that the fares, schedules and the ability to generate a ticket (electronic or paper) is possible through the Global Distribution System ("GDS") and the Airline Reporting Corporation ("ARC"). No other travel agency may be used for these offers. The major airline carrier is chosen at the discretion of the Program Administrator. Participating air carriers are subject to change. The ticket will be a non-refundable, non-changeable ticket valued at no more than the applicable amount listed in the accompanying redemption chart, including taxes and destination charges. All travel itineraries and supporting documentation will be sent via email when available, otherwise paper documents will be sent via First Class Mail. When electronic tickets are available, and Cardholder selects paper tickets, a service fee in excess of \$50 for the paper ticket will be assessed by participating airline at time of ticketing. Additional costs, such as expedited delivery are at the Cardholder's expense. A \$25 redemption fee (or 2,500 Points) per ticket will be charged at the time of booking. All travel itineraries and supporting documentation will be sent via email. Once Points are redeemed, the transaction cannot be reversed. If changes to an itinerary are later necessary, the Cardholder may contact the Service Center with their request up to 72-hours prior to the travel date. Changes may require additional costs such as airline penalty fees, increased fares, and service fees. Most airlines will not allow traveler name changes. In addition, if the Cardholder or recipient is a no-show, the travel reward is void.

Reservations for tickets exclude the use of charters, wholesalers, consolidators and any Internet fares that are not published, available through the GDS or available for ticketing through a certified travel agency. Tickets may be purchased in any individual's name, but the ticket will be sent to the Cardholder's mailing address for security reasons. Airline tickets may not be used in conjunction with any type of coupons, vouchers, Internet fares or companion fares. Cardholder may be subject to customs fees, excess baggage charges or any other charges assessed by governmental or other entities as a result of travel.

Neither SDCCU nor TSYS LOYALTY will be responsible for notifying Cardholder of airline schedule changes. Traveler should confirm flight reservations at least 72 hours prior to departure. Cardholders are responsible for informing themselves of the requirements for and obtaining the appropriate international travel documentation, such as passports and visas. All travelers must have valid photo identification upon check-in. Neither SDCCU nor TSYS LOYALTY assume responsibility for advising guests of proper travel documentation

Maximum ticket values are established at all redemption levels. If the actual ticket price is greater than the maximum allowable value, the Cardholder may pay the balance with the Fly Miles Plus Rewards Program enrolled SDCCU Visa credit card.

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### **COMPANION TRAVEL OR NON-REDEMPTION AIR TRAVEL BOOKING**

The Cardholder may elect to have the Service Center book airline tickets through a major airline carrier providing that the fares, schedules and the ability to generate a ticket are possible through the GDS. This service will be subject to a service fee at time of booking.

All airline tickets will be issued the same day as booking and delivered by email (electronic ticketing) or via U.S. Postal Service, First Class Mail, postage prepaid for all paper tickets. Priority, three- to five-day delivery, Saturday or international deliveries will be subject to additional shipping charges as imposed by the shipping vendor. All shipping charges beyond First Class Mail will be the sole responsibility of the Cardholder's and will be charged to the Cardholder's credit card account at time of reservation.

### **VACATION PACKAGES**

All travel packages must be booked a minimum of 30 days prior to travel date or Cardholder will incur additional fees. Traveler must meet the eligibility requirements established by the travel provider. Travel packages may only be booked through the Service Center. Travel packages may not be combined with upgrade certificates, frequent traveler promotions or other reward programs, promotional or discount certificates, vouchers, Internet fares, companion fares, group travel, convention fares or special rate programs. Travel packages that have been booked may not be cancelled and are not eligible for any refund in part or whole. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may result in the imposition of additional fees.

Bookings made less than 30 days prior to a travel date will result in the imposition of a special handling fee per traveler in addition to other fees imposed by the travel provider. Vacation packages do not include airfare unless specifically stated as part of the package.

All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. Proper travel documentation is required throughout the tour. Even though a traveler has completed registration, it is still the responsibility of the traveler to present the required travel documentations at the time of departure. The traveler is responsible for informing itself of the requirements for and obtaining the appropriate international travel documentation, such as passports and visas. The Service Center assumes no responsibility for advising guests of proper travel documentation. Neither SDCCU nor TSYS LOYALTY is responsible for the performance of the tour operator or any service vendor.

SDCCU is not liable for any loss or penalties incurred by Cardholder when a hotel, tour operator or cruise line is sold, ceases to exist or becomes inoperative if a tour operator cancels a vacation package for acts of nature. Vacation package components are subject to change without notice. SDCCU is not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature.

### **CRUISE REWARDS**

All cruises must be booked a minimum of 30 days prior to sailing date or incur additional fees. Traveler must meet the eligibility requirements established by the cruise line or travel provider. Cruise packages may only be booked through the Service Center. Cruise packages may not be combined with upgrade certificates, frequent traveler promotions or other reward programs, promotional or discount certificates, vouchers, Internet fares, companion fares, group travel, convention fares or special rate programs. Cruise packages that have been booked may not be cancelled and are not eligible for any refund in part or whole. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may incur additional fees. Bookings made less than 30 days prior to a sailing date, will incur a special handling fee of \$100 per cabin in addition to other fees imposed by the cruise or travel provider.

All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. Proper travel documentation is required throughout the tour. Even though a traveler has completed registration, it is still the responsibility of the traveler to present the required travel documentations at the time of departure. The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. The Service Center assumes no responsibility for advising guests of proper travel documentation. Neither SDCCU nor TSYS LOYALTY is responsible for the performance of the tour operator or any service vendor.



SDCCU is not liable for any loss or penalties incurred by Cardholder when a hotel, tour operator or cruise line is sold, ceases to exist or becomes inoperative if a tour operator cancels a vacation package for acts of nature. Vacation package components are subject to change without notice. We are not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature. The Service Center assumes no responsibility for advising guests of proper travel documentation.

### **CONSENT TO CONTACT**

Cardholder consents to receiving calls, texts and other messages from SDCCU for any purpose (including this Program, account/loan servicing, fraud alerts, collection, marketing etc.) on any phone number provided by the Cardholder or that may reach the Cardholder, including via automatic telephone dialing system and/or artificial or pre-recorded voice. Cardholder understands that such consent is not a condition of receiving any product and/or service from SDCCU.

### **CAR RENTALS**

Renter must meet rental car company standard driver and credit qualifications at time and place of rental. Renter will be required to execute a rental agreement at time of rental. The minimum age for rental of a vehicle is 25 years old unless specifically approved by rental car provider. Advance reservations are required for Rewards rentals. The Cardholder must provide a major credit card at the time of rental.

Rewards do not include taxes, insurance, extra drivers, optional service charges such as refueling or any other fees or charges imposed by rental location and/or Cardholder. Cardholder may be provided a voucher or certificate as an instrument of securing a rental vehicle. A voucher or certificate must be presented to rental car company at time of the rental pickup. Vouchers and certificate are negotiable instruments for the purpose of securing car rental services and cannot be replaced if lost, stolen or destroyed. No change or credit will be issued for unused portions of Rewards.

Traveler is subject to the restrictions and vehicle type listed on the voucher or certificate. Some blackout dates may apply. Neither SDCCU nor TSYS LOYALTY are responsible for the performance of the car rental company. Additional terms and conditions may be imposed by the respective rental car companies and are incorporated herein by reference. Participating car rental companies and reward offerings are subject to change without notice. Advance reservations recommended. Participating rental car companies and reward offerings are subject to change without notice.

FOR INTERNATIONAL RENTALS: Advance reservations are required at least 8 hours prior to departure from the U.S. The U.S. Dollar value will be valued in local currency when Cardholder surrender the certificate at the time and place of rental. Vouchers redeemed at participating international locations can only be used on non-prepaid Affordable Weekly rates of at least one week but not longer than three weeks. Renters must present a valid driver license that has been held for at least one year prior to rental. Vouchers are not a guarantee of performance or a confirmation of reservation. See voucher for international terms.

### **HOTEL CERTIFICATES**

Reward certificates, gift cheques, checks or currency certificates must be presented and surrendered at time of check-in or time of transaction. Hotels and or resorts may require advance deposits to reserve accommodations. Accommodations are subject to availability at time of reservations and blackout dates may apply due to seasonal periods or special events. Reward certificates are not redeemable for cash and are void if sold for cash or other consideration. Reward certificates are not refundable or replaceable if lost, stolen, destroyed or expired. Reward certificates are not redeemable and are void if altered, photocopied or reproduced. Guest must present and submit the Reward certificate at check-in and may not be valid where restricted by law. Length of stay restrictions may apply. Any tax liability, including disclosure, connected with receipt or use of reward certificate is the recipient's responsibility. The Reward certificate will not be extended beyond the expiration date. Hotels or resorts may require advance deposits to reserve accommodations and may not include resort fees or taxes. Participating properties are subject to change at any time without notice. SDCCU and TSYS LOYALTY are not responsible for hotel performance.

### **GIFT CARDS AND GIFT CERTIFICATES**

Gift Cards/Certificates may be used to purchase goods or services at participating retailers and, where applicable, for Internet purchases. Gift Cards/Certificates are non-transferable unless otherwise noted on the certificate. Gift Cards/Certificates may not be combined with any other promotional offers from SDCCU. In the event goods or services received are less than the face value of the Gift Card/Certificate redeemed, the policy of the Gift Card/Certificate provider will determine whether credit or Gift Card/Certificate value for the difference will be given. Gift Cards/Certificates are valid at participating reward supplier only, through the expiration date printed on the Gift Card/Certificate, except where prohibited by law. Some Gift Cards/Certificates are limited to use inside the United States. Use of any Gift Card/Certificate may be subject to additional restrictions as listed on the Gift Card/Certificate.

**Gift Cards/Certificates are not replaceable if sent standard delivery method which is first class U.S. mail if lost (not received), stolen, destroyed, or expired and are not returnable, exchangeable, refundable, or redeemable for cash or credit under any circumstances.**

Other trackable and expedited shipping options are available at nominal fees. Gift Cards/Certificates must be surrendered at redemption, are void if altered, and no photocopies of Gift Cards/Certificates will be honored. Gift Cards/Certificates have no value except when used in accordance with the Terms of the Program and Merchants participating in the Program.

### **MERCHANDISE**

Merchandise Rewards include applicable sales tax and shipping and handling (via First Class Mail, ground delivery or motor freight service within the continental United States). Merchandise will not be delivered to PO, APO or FPO boxes. Merchandise will be shipped to Cardholder's statement mailing address unless otherwise authorized by SDCCU.

For security reasons, parcel or motor freight couriers may contact Cardholder to arrange delivery of merchandise. It is the responsibility of the Cardholder to respond to the courier in a timely and reasonable manner to facilitate the delivery process. Additional shipping and handling fees for merchandise returned to vendor due to Cardholder's failure to make delivery arrangements will be the responsibility of the Cardholder. Additional shipping costs for delivery of merchandise Rewards to Alaska and Hawaii (if possible) will be the responsibility of the Cardholder.

Please allow 4 to 6 weeks for delivery from time of order. The Cardholder will be notified of any delays by postcard, letter or phone call. All merchandise reward orders are subject to product availability and SDCCU reserves the right to substitute merchandise of equal or greater value. Cardholder will be notified if the merchandise reward ordered is not available and when it will become available. SDCCU reserves the right to alter or substitute any or all merchandise Rewards at any time without prior notification. Returns are only accepted for merchandise that is damaged, defective or incorrectly shipped. Notification of same must be made within 48 hours of delivery and must be returned within 30 days for credit or shipment of replacement item. If the item is damaged or defective please contact the Service Center at (877) 587-8746 to report the problem and obtain assistance. The manufacturer's warranty applies to all merchandise Rewards.

### **CASH BACK REWARDS**

Points may be redeemed for an eligible cash reward ("Cash Reward") option listed on the redemption website. The Points required and the amount of the Cash Reward are set by SDCCU and may be changed at any time, for any reason, without notice to Cardholder. Cash Rewards are allowed only at specific redemption levels. The Cash Reward option is received by a credit to Cardholder's SDCCU primary savings account. No fractional Cash Reward(s) will be issued upon redemption of Points and any fraction will be rounded down to the nearest whole dollar. Cash rewards will be deposited into Cardholder's SDCCU savings account four to six weeks after the date of redemption of Points for the Cash Reward.

### **CHARITABLE CONTRIBUTIONS**

Points may be redeemed and donated as charitable contributions to eligible charities as designated by SDCCU in its sole discretion. Cardholder may donate 6,000 Points in exchange for a \$50 donation to an eligible charity or 10,000 Points in exchange for a \$100 donation to an eligible charity. Participating charities are subject to change at any time, for any reason, without notice to Cardholder. SDCCU may discontinue our relationship with any charity at any time, for any reason, without notice to Cardholder. Cardholder should consult Cardholder's tax advisor as to whether or not redemption of Points towards a charity is tax deductible. All Points redeemed for charitable contributions are final. Points cannot be refunded or returned.

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**OTHER CONDITIONS**

SDCCU AND TSYS LOYALTY SPECIFICALLY PROVIDE NO WARRANTY WHATSOEVER REGARDING ANY OF THE REWARDS, PRODUCTS OR SERVICES THAT CARDHOLDER MAY REDEEM UNDER THIS PROGRAM, THE PERFORMANCE OR NONPERFORMANCE OF ANY SUPPLIERS OF THE REWARDS, OR THAT ANY OF THE REWARDS, PRODUCTS OR SERVICES REDEEMED WILL BE SUITABLE FOR CARDHOLDER'S PURPOSES. SDCCU AND TSYS LOYALTY EXPRESSLY DISCLAIM ALL WARRANTIES REGARDING THE REWARDS, PRODUCTS OR SERVICES, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT OF THIRD PARTY RIGHTS, OR BASED ON COURSE OF CONDUCT OR TRADE CUSTOM OR USAGE. SDCCU AND TSYS LOYALTY SHALL NOT BE LIABLE FOR ANY ACTUAL, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, WHETHER FORESEEABLE OR NOT, THAT ARE IN ANY WAY RELATED TO ANY INJURIES OR PROPERTY DAMAGES CAUSED BY THE REWARDS, PRODUCTS OR SERVICES OR ANY REWARDS' SUPPLIERS' FAILURE TO PROVIDE ANY REWARDS, PRODUCTS OR SERVICES, AND/OR RELATED TO THESE TERMS AND CONDITIONS, THE BREACH THEREOF, THE USE OR INABILITY TO USE ANY OF THE REWARDS, PRODUCTS OR SERVICES REDEEMED OR TO BE REDEEMED, CARDHOLDER'S PARTICIPATION IN THE PROGRAM, ANY TRANSACTIONS RESULTING FROM THESE TERMS AND CONDITIONS, LOSS OF GOODWILL OR PROFITS, LOST BUSINESS HOWEVER CHARACTERIZED AND/OR FROM ANY OTHER CAUSE WHATSOEVER.

**TRADEMARK**

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