

## SDCCU SIGNATURE REWARDS PROGRAM TERMS AND CONDITIONS

The SDCCU® Signature Rewards Program (the “Program”) Terms and Conditions are separate from the terms of your San Diego County Credit Union (“SDCCU”) Consumer Credit Card Agreement. However, any claim arising from or relating to participation in the Program is subject to the arbitration provisions of the 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 values and to redeem points for Rewards, visit the secure SDCCU Signature Rewards Program redemption website. To access the redemption website, log into your SDCCU Internet Branch account, select Self Service, then select SDCCU Signature Rewards Enrollment/Redemption/Point Verification.

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). You 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. You are responsible for any federal, state or local income, sales, use or other taxes or gratuities.

The Program is administered by The Members Group, 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. The Members Group assists SDCCU with administration of the Program, including maintaining and servicing points for Rewards and fulfilling your Reward redemptions. Neither SDCCU nor The Members Group 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. Neither SDCCU nor The Members Group is responsible for disputes between you and its employees or any third party Rewards recipients relating to points redemption and Rewards distribution.

### ELIGIBILITY

Program eligibility is restricted to individuals who maintain a SDCCU Signature Rewards Visa credit card account issued by SDCCU in good standing. You 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 your participation in the Program. In the event your participation is revoked, your 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.

### EARNING POINTS

You will earn two (2) Rewards Points (each a “Point”) for each \$1 of Net Purchases on the enrolled SDCCU account. “Net Purchases” mean purchases of goods and services made by you or any authorized user of such account minus any returns or refunds. You will receive a one-time bonus award of 10,000 Points if net purchases totaling \$3,000 or more are made during the first 90 days following the Enrollment Date. “Enrollment Date” is defined as the first business day in which you are approved as a Program member. After qualifying, please allow 6 to 8 weeks for bonus Points to post to your account. Amounts currently in dispute and purchases made in violation of law or the terms governing your credit card account will not earn Points. To be eligible for this bonus offer, account must be open and not in default at the time of fulfillment.

When a purchase or transaction is not a whole dollar amount, any fraction will be rounded down to the nearest whole dollar.

Your statement will normally include the number of Points earned, subject to adjustment as provided for in these Terms and Conditions. Points will be deducted from your current total of Points earned for corresponding retail purchase returns posted to your account. Your account may be charged for the difference in the event you have already redeemed unearned Points.

You 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, balance transfer fees, cash advance fees or any charges you refuse 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. Your 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 you maintain the account in good standing. SDCCU has the right not to award Points if the account is not in good standing.

#### **POINT REDEMPTION**

The Reward Headquarters telephone number is (877) 205-1867 and may be used for redemptions or inquiries. Customer Care Representatives are available to redeem Points for Rewards and answer redemption-related questions from 6 a.m. to 6 p.m. Pacific Time.

You also may redeem Points for Rewards and check point balances online through the Signature Rewards Program redemption 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. Rewards Gift Cards/Certificates, gift cheques, checks or currency certificates may not be re-sold and are valid through the expiration period and cannot be extended beyond the expiration date. All Rewards are subject to availability and other restrictions may apply. All Rewards are subject to the Terms and Conditions of each participant's offer materials.

**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, 2016 will expire December 31, 2021. Points redeemed and expired Points will be based on a first-in, first-out process. Points earned are not transferable, have no cash value and cannot be used as payment of obligations to SDCCU.

For additional Terms and Conditions, visit the Signature Rewards Program redemption website.

#### **CONSENT TO CONTACT**

You consent to receiving calls or texts from SDCCU for any purpose (including this Program, servicing generally, fraud alerts, debt collection, telemarketing, etc.) on any phone number you provide or that otherwise reaches you, including via automatic telephone dialing system and/or artificial or pre-recorded voice. You understand you do not have to agree to receive such calls on a cell phone number as a condition of doing business with SDCCU, in which case you will only provide a land line number.

#### **OTHER CONDITIONS**

SDCCU AND THE MEMBERS GROUP SPECIFICALLY PROVIDE NO WARRANTY WHATSOEVER REGARDING ANY OF THE REWARDS, PRODUCTS OR SERVICES THAT YOU 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 YOUR PURPOSES. SDCCU AND THE MEMBERS GROUP 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 THE MEMBERS GROUP 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, YOUR 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**

San Diego County Credit Union, SDCCU, the SDCCU logo, and other SDCCU marks are trademarks of San Diego County Credit Union and may be registered. Other trademarks and trade names appearing on the website with respect to any specific merchant Rewards are those of their respective owners.