

Peak Credit Union Rewards Terms & Conditions

I. Description of the Program

- a) Cardholders will earn "Points" for purchases of all eligible goods and services using the Peak Credit Union Platinum Reward's Credit Card ("Card"). The cardholder's points will be accumulated at the rate of one point per dollar charged on the cardholder's credit card and will be reported to the cardholder through web account access, toll free customer service, monthly account statements, or on a special point activity statement.
- b) Accrual of points may begin on the date the card and the card agreement is received by the cardholder.
- c) Point earnings are based on the new net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the card during each periodic billing cycle ("Billing Cycle") by the cardholder(s) ("Net Purchase(s)"). 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 will be deducted from the points total during the dispute period. If the transaction is reinstated, points will be reinstated.
- d) Points cannot be transferred from one account to another unless authorized by Peak Credit Union Credit Union. Points from multiple accounts cannot be added together unless authorized by Peak Credit Union Credit Union.
- e) Points may not be combined with any other loyalty/frequency award program.
- f) Points will not be earned or accumulated for cash advances, balance transfers, convenience checks, traveler's check purchases, finance charges, late fees, annual fees, over-limit fees or transaction fees. At Peak Credit Union Credit Union's option, additional exclusions may be included in the rules governing the Rewards Program.
- g) Peak Credit Union Credit Union reserves the right to award bonus points to selected cardholders.
- h) 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).
- i) Points are tracked and redeemable on a first-in, first-out basis. Points will expire three (3) years from the date of issuance.
- j) To redeem points, cardholder's card account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason); current (meaning there are no past-due balances on the cardholder's card account(s) at the time of redemption request); cardholder's outstanding balance must not be over the credit limit; account must not have a revoked, charged-off or bankruptcy status; and the card cannot have any other status preventing authorizations.
- k) The cardholder agrees to release Peak Credit Union Credit Union, the 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 foregoing entities 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.
- l) The cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- m) Peak Credit Union Credit Union and the administrator shall have no liability for disagreements between cardholders regarding points. Discrepancies about point earnings are not treated as credit

card billing disputes. Peak Credit Union Credit Union's decisions regarding point discrepancies shall be final.

Redeemed points are deducted from the cardholder's point balance as of the request date of a reward.

- n) Points can only be redeemed based on the points available as reflected on cardholder's most recent credit card statement or last purchase cycle transmitted.
- o) Points are not redeemable for cash and cannot be offset against the cardholder's obligation to Peak Credit Union.
- p) Points must be redeemed by the cardholder, and may be used for another person.
- q) Peak Credit Union 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. Peak Credit Union may make such a determination in its sole discretion.
- r) The Rewards Program is void where prohibited by federal, state, or local law.
- s) Peak Credit Union and the administrator are not responsible for typographical errors and/or omissions in any program document.
- t) Peak Credit Union and the administrator reserve the right to change the terms and conditions of the rewards program. At Peak Credit Union's option, redemption of points may be restricted, limited, expired or cancelled at any time without prior notice.
- u) The Rewards program is a service provided Augeo Consumer Engagement Services, LLC and Peak Credit Union. 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), Peak Credit Union reserves the right to cancel cardholder's membership in the rewards program.
- v) Eligibility in the program is restricted to individuals who have a statement address within the 50 United States or the District of Columbia.

II. Travel rewards

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 financial institution card.
- e) Airfares are not guaranteed until ticket is issued. All reservations will receive a fax or email the same day the ticket is issued. The cardholder must call in any corrections or discrepancies by 9:00pm CST Monday through Friday and by 5:00pm CST on Saturday and 2:00pm CST on Sunday. The cardholder must also call in during the hours listed above if the email or fax is not received the same day the ticket is ordered. Any changes or corrections done the following day or there after are subject to all airline airfare charges, exchange fees and processing fees and processing charges.
- f) Paper airline tickets are subject to the individual airline paper ticket fees.

- g) If a paper ticket is issued, the cardholder has two options for delivery. The cardholder can sign a waiver stating that they accept responsibility for a lost ticket, and then the ticket will be sent via US Mail. The second option is to pay a shipping fee for the ticket to be sent via overnight delivery. Priority, Saturday and outside the forty-eight (48) contiguous states, deliveries will be subject to additional shipping charges.
- h) 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 Dream Points program.
- i) Administrator's normal and customary fees associated with processing travel related services are billed to the cardholder's financial institution rewards card.
- j) The financial institution and Consumer Benefit Services, Inc. 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.
- k) 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.
- l) 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.

Airline ticket

Cardholders may redeem points for a single lowest published airfare as follows:

- a) Each free ticket must be ordered through administrator for one round trip coach class airline ticket on a scheduled U.S. or International carrier.
- b) All free tickets must be for round-trip travel on the same airlines or code share airline.
- c) En-route stopovers are not permitted unless they are to make direct connections.
- d) Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.
- e) Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
- f) Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.
- g) Administrator reserves the right to choose a major airline of their choice on which to reserve and ticket cardholders for free tickets.
- h) The travel agency has the right to book a reservation within two (2) hours of a requested travel time for departures and returns.

III. Merchandise Rewards Redemption Terms and Conditions

- a) When necessary, the rewards program administrator may substitute an award with an updated model of equal or greater value without advance notice. Cardholders will be notified of any change when ordering. The rewards administrator may remove certain items and may replace or remove certain sections within any rewards program literature or website. All awards are subject to availability.
- b) Merchandise awards will take four to six weeks to arrive from the time of order. Multiple awards may arrive at different times from different vendors.
- 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 credit or debit card.
- e) Merchandise pictured in any rewards program catalog or website may not necessarily reflect exact colors or models of actual awards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. Peak Credit Union and the administrator are not responsible for errors or omissions.
- f) Points required for award items are subject to change.
- g) Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Any exceptions, damages, or shortages must be noted on the delivery receipt before cardholders sign to accept shipment of merchandise.
- 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.

IV. Gift cards

- a) Points can be redeemed for gift cards from select merchants. Most gift cards are delivered within 7-10 business days to the address on file with the administrator as long as it is within the United States.
- b) Lost, stolen, destroyed, or expired gift cards are not replaceable. Gift cards cannot be returned, changed, or exchanged and are not redeemable for cash or credit.
- c) Cardholders have 30 days from the date a reward is shipped to report an undelivered gift card by calling the administrator's customer service center.
- d) The Dream Funds prepaid VisaTM and MasterCardTM expire 6 months from the date of issue. The expiration date is imprinted on the front of the card. Expired cards cannot be replaced.
- e) All sales/use taxes and shipping and handling charges of items purchased using a gift card 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 may also be subject to other restrictions imposed by the merchant. Gift cards 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.