

# United Federal Credit Union CardPerks™ Terms and Conditions

Effective August 1, 2016

The CardPerks Program ("Program") is a promotional incentive program offered by United Federal Credit Union ("UFCU", "Issuer," "we," and "us") to its members in conjunction with Breakaway Loyalty LLC ("Program Administrator"). Under the Program, you will earn points every time you make a Qualifying Purchase with an eligible UFCU credit card or debit card that has been enrolled in the Program. You can use these points to obtain merchant gift or travel certificates, gift cards, merchandise, and much more (referred to generally as "Rewards"). By participating in the Program, you agree to be bound by these terms and conditions. In addition to these terms and conditions, your card agreement with us relating to your use of your UFCU credit card or debit card ("Card Agreement") shall also govern your use of the Program. In the event of a conflict between a Card Agreement and these terms and conditions, the Card Agreement will govern.

## Changes to the Program

We may modify, restrict or change the Program at any time. These changes may include, but are not limited to, changing the number of points you earn for a particular type of activity or the number of points you need to redeem a particular Reward; omitting or adding Reward levels or categories; removing, adding or changing the selection of Rewards; imposing, increasing, decreasing or eliminating points caps or Program fees; or changing the conditions under which points expire or are forfeited. We will notify you of material changes to the Program terms and conditions and, unless your Program participation is terminated prior to the effective date of the change(s), your participation in the Program constitutes your agreement to the change(s) and you will be bound by the revised terms and conditions. You agree we may notify you of material changes to the Program terms and conditions by posting the revised terms on conditions on the Program website and providing any communication to you that we deem appropriate under the circumstances. We reserve the right to suspend or terminate the Program, or your participation in the Program, at any time without compensation to you.

## Eligibility

UFCU credit cards and debit cards for accounts in good standing may be eligible to participate in the Program. "In good standing" means that your account is active and has not been frozen or closed, either by you or us; for debit cards, regular deposits sufficient to cover transactions are being made to the associated checking account and that checking account is being brought to a positive balance at least once every thirty (30) days; and for credit card accounts, your account is current, which means the monthly minimum payment is made by the payment due date and the balance at the end of the billing cycle does not exceed the credit limit. Card participation is limited to cardholders whose credit card account type or checking account type is a type for which program participation is provided. UFCU's Visa Platinum, Visa Gold, and Visa Business credit cards are those credit card account types for which program participation is provided. UFCU's Platinum Plus Checking, Convenience, and eCa\$h checking accounts are those checking account types for which program participation is provided. Effective September 1, 2016, Business Growth and Business checking accounts are no longer checking account types for which program participation is provided. We reserve the right to determine in our sole discretion whether a particular account type, card, or cardholder is eligible to participate in the Program.

## CardPerks Account

One Program account ("CardPerks Account") is established for each UFCU membership with an eligible UFCU credit card or debit card. All Qualifying Purchases made with cards for credit card and checking accounts issued under the same UFCU membership will earn points in the CardPerks Account for that membership, subject to any points limits explained below.

## Enrollment

Eligible cards are automatically enrolled in the Program. Once your eligible UFCU cards have been successfully enrolled in the Program, you must select a password to access the Program website (<https://Cardperks.unitedfcu.com>) or telephone system (1-855-445-7431). It is your responsibility to keep any password safe and known only to you and to restrict access to any mobile phone number and/or e-mail address registered with the Program. You are responsible for all activity in a CardPerks Account associated with your enrolled card(s). There is no cost to you to enroll or participate in the Program, but please be aware that if you elect to participate in any Program services offered via a mobile device, your wireless provider's message and data rates may apply and you are responsible to your wireless provider for any such charges.

## Qualifying Purchases

Only Qualifying Purchases with an enrolled UFCU credit card or debit card can earn points. A "Qualifying Purchase" is any signature-based purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (purchases made by holding your card or other device up to a secure reader instead of swiping your card), or small dollar purchases for which you are not required to sign made with an enrolled card. **Do not use a Personal Identification Number (PIN) when paying for your purchases with your enrolled UFCU debit card if you want to earn points for such purchases.** PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments of existing card balances, balance transfers, cash advances, cash advances designated as purchases, purchases of casino gaming chips, off-track wagers, lottery transactions, ATM transactions, convenience checks, fees charged by us such as annual fees, finance charges, and related service charges, if any apply, payments made for pre-paid and re-loadable cards such as certain gift cards and other similar cards, and payments made for payment

instruments that can readily be converted to cash such as travelers cheques, money orders, wire transfers, and similar products or services are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular card transaction is a Qualifying Purchase.

### **Earning Points and Limitations**

Once enrollment is completed, you will start earning points for Qualifying Purchases made with your enrolled card based on the actual purchase amount, including tax. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to the CardPerks Account. If you make a Qualifying Purchase in part with your enrolled card and in part with another form of payment, known as a "split-tender" transaction, you will earn points only for the amount you pay with your enrolled card. When making an in-store purchase, such as at a store, restaurant, or other merchant location, with your enrolled card and you are presented with a choice of "credit" or "debit/ATM," choose "credit" to earn CardPerks points for Qualifying Purchases. Any returns, credits, or chargebacks earn "negative" points and such "negative" points will reduce the total points posted to the CardPerks Account and your points balance may become negative if "negative" points for returns, credits or chargebacks exceed points for Qualifying Purchases. If at any time an enrolled card or a credit card or checking account associated with an enrolled card is not in good standing, Qualifying Purchases you make while the card or account is not in good standing will not accrue any points. Occasionally, UFCU may authorize an adjustment to the CardPerks Account point balance. These adjustments can be positive or negative. Details on adjustments can be found on the Program website or by speaking with customer service for the Program. Points have no cash or other value, except to obtain Rewards as described below. You may not purchase points. You may not transfer or sell a CardPerks Account.

**Debit Cards:** You will earn 1 point for each \$2.00 of a Qualifying Purchase made with your eligible enrolled Platinum Plus or eCa\$h debit cards. You will earn 1 point for each \$3.00 of a Qualifying Purchase made with your eligible enrolled Convenience debit card. **Unexpired points earned for Qualifying Purchases made with your eligible enrolled Business Growth or Business debit card prior to August 1, 2016, will remain available for redemption until August 31, 2016; effective September 1, 2016, all such unexpired points are forfeited and the CardPerks Account terminated unless the CardPerks Account is otherwise associated with an account type for which program participation is provided.**

**Credit Cards:** With a Visa Platinum credit card, you will earn 1 point for each \$1.00 of a Qualifying Purchase made with your enrolled card. With a Visa Business credit card, you will earn 1 point for each \$1.00 of a Qualifying Purchase made with your enrolled card. With a Visa Gold credit card, you will earn 1 point for each \$2.00 of a Qualifying Purchase made with your enrolled card.

**Limits:** A maximum of 35,000 points can be earned in a calendar month per CardPerks Account.

**Bonuses:** We may, in our sole discretion, offer promotions for which additional points can be earned; such bonus points are subject to additional terms and conditions available at the time of the promotion.

### **Point Activity, Redemption, Transfer, Expiration, and Forfeiture**

You may view the CardPerks Account point balance and points earning and redemption activity at any time online at <https://Cardperks.unitedfcu.com>. You can also call 1-855-445-7431 for such information. It may take up to two weeks for some of your Qualifying Purchases to post to the CardPerks Account. Some Qualifying Purchases, such as online purchases or foreign transactions, may take longer to be posted. Points for Qualifying Purchases that have not been posted to the CardPerks Account are not eligible for redemption. Points may only be redeemed if cards and accounts are in good standing. Points are redeemed on a "next to expire" basis, such that points nearest to expiration will be the first points redeemed over the life of the CardPerks Account. Points must be redeemed by an account owner; Rewards may be issued in the name of another upon request of the account owner. Points may not be redeemed in conjunction with any other discount, coupon, or similar offer. Once a redemption order is placed, the CardPerks Account will be reduced by the number of points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable and there is no substitute Reward available, your points will be reinstated and you will be notified of the cancelled Reward order. You may transfer points from one CardPerks Account to another CardPerks Account. Points may only be transferred once; all transfers are final and all points transferred will expire at the end of the twelfth (12) month after the month in which the transferred points are posted to the receiving CardPerks Account, regardless of when the points were earned. All unredeemed points that are not transferred points will expire at the end of the thirty-sixth (36) month after the month in which such points were posted to the CardPerks Account. A positive point balance will be forfeited if your card account is closed by you or by us, or if a CardPerks Account is terminated by you or by us; we will determine in our sole discretion what is a closed account or a terminated CardPerks Account for this purpose. Any points may be forfeited if, in our sole discretion, we determine abuse, fraud or a violation of Program terms and conditions has occurred. You may not be provided with notice of expiration or forfeiture of points. You are not entitled to compensation from us, or from any other entity, when your points expire or if they are forfeited for any reason.

### **Rewards and Shipping**

To redeem points in the CardPerks Account to obtain Rewards, go to the Program website at <https://Cardperks.unitedfcu.com> or call 1-855-445-7431. You can only acquire Rewards to the extent that you have the required number of points in the CardPerks Account. All Rewards are subject to availability and have no cash value. Each Reward will be subject to terms and conditions specific to the

Reward that will be provided to you in conjunction with the Reward. Such terms and conditions may address matters such as the expiration date of the Reward; anticipated shipping time for the Reward; the payment of baggage charges, departure taxes, or other purchases or payments required to obtain or use the Reward; additional requirements to obtain or use the Reward; any warranties for the Reward; or any other limitations or restrictions on obtaining, retaining or using the Reward. Neither we nor the Program Administrator are liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. Certain Rewards, such as statement credits, may require you to make a purchase at a merchant or take certain other action within a specified time period in order to obtain the Reward. The number of points required to obtain these Rewards will be deducted at the time of your redemption request and will be refunded to the CardPerks Account in the event that you fail to make the purchase or take the other specified action within the required time period. Refer to the Reward's terms and conditions for details. Many of the Rewards are gift certificates and cards that are redeemed at a participating merchant location. You and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes. Refer to the Reward's terms and conditions for details. There is no shipping or handling fee for standard delivery of the Rewards. Rewards generally will be sent to you within four weeks of placing your Rewards order. Shipping times may vary. Review the terms and conditions of each Reward for details. Rewards cannot be shipped to any address outside of the 50 United States or the District of Columbia, but can be shipped to APO/FPO addresses. We and the Program Administrator are not liable for the loss of Rewards delivered electronically due to the failure of or service disruptions associated with receiving Rewards through an electronic or mobile device. Any merchandise Reward, if it has been damaged in transit, can be returned to the Program Administrator in its original packaging within ten (10) days of your receipt, in which event you will receive a full reinstatement of the points you redeemed to acquire the Reward. Call 1-855-445-7431 for return instructions. All non-merchandise Rewards, such as gift cards and certificates, cannot be returned. Except as otherwise provided above in connection with merchandise damaged in transit, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points under any circumstances; we, the Program Administrator, and participating merchants are not responsible for replacing lost, stolen, damaged or mutilated Rewards, including retail or travel certificates, gift certificates, gift cards, or other merchandise. For a current list and description of the Rewards, as well as the number of points necessary to obtain each Reward, go to the Program website at [www.CardPerks.Unitedfcu.com](http://www.CardPerks.Unitedfcu.com) or call 1-855-445-7431. The Program website may, from time to time, allow you to bid for and acquire items using your points in an auction-style format. Neither we, nor the Program Administrator, nor any of their service providers are a traditional "auctioneer". At times during the auction period, if you have the highest bid at that time, the number of points you bid may be deducted from the CardPerks Account and cannot be used for other redemptions. If you are outbid, any points bid deducted from the CardPerks Account during the auction will be returned to the CardPerks Account. If you are the highest bidder at the end of the auction period, any points bid but not previously deducted from the CardPerks Account during the auction period will be automatically deducted from the CardPerks Account unless the transaction is prohibited by law, or by these terms and conditions, or cannot otherwise be fulfilled. If there is a tie for the highest bid at the end of the auction period, the cardholder that placed the first bid will win the item. Items for which you are permitted to bid with your points are Rewards subject to terms and conditions including, but not limited to, prohibitions on the sale or bartering of Rewards. By bidding on a Reward, you also agree to be bound by any additional terms and conditions specific to that Reward, which will be disclosed to you prior to placing a bid. Bids are not retractable except in exceptional circumstances, as determined by us or by the Program Administrator in our respective sole discretion.

### **Communications with Program Participants**

We may communicate with you regarding any matter related to the Program via mail, via telephone or via electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website in the Message Center. **By using the Program website, you consent to receive communications electronically regarding any matter related to the Program.** All electronic communications from us are deemed to be communications "in writing" and are deemed to be delivered no later than the earlier of the date actually received or five (5) days from the date of posting or dissemination. You may update your contact information by calling 1-888-982-1400 or through UFCU's Online Banking service. To access information electronically, you need a Windows or Mac-compatible computer, Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 9.0 or later or another compatible browser) and an e-mail account. To retain copies of electronic communications, you need a printer attached to your computer or sufficient storage space on your disk drive to save an electronic copy. Additionally, you must have a password to access your information electronically or to conduct any activity on the Program website. If you would like to request a paper copy of these terms and conditions, contact the Program Administrator by telephone at 1-855-445-7431 or by U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. If you use the Program website, we are not obligated to provide any additional hard copy communications to you other than these terms and conditions. **You have a right to withdraw your consent to receive electronic communications;** if you wish to do so, contact the Program Administrator by telephone at 1-855-445-7431 or by U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. We reserve the right to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program. At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please visit <https://Cardperks.unitedfcu.com> or call 1-855-445-7431 to update your CardPerks Account profile. In addition, by enrolling in the Program, you authorize us and the Program Administrator to use information related to your Program

participation and a CardPerks Account as well as information provided by you to participate in the Program to customize your Program experience. This may include communicating special offers and featured Rewards, and customizing the promotional information, if you choose to receive such promotions.

### **Lost, Stolen or Damaged Cards**

You will not lose the points in the CardPerks Account if your enrolled UFCU card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your UFCU card is lost or stolen, first call us at the telephone number provided in the Card Agreement, or call UFCU directly at 1-888-982-1400 to report the loss or theft. When your replacement card is reissued, the CardPerks Account will automatically be associated with that new card.

### **Customer Service**

If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach the Program Administrator at <https://Cardperks.unitedfcu.com>, via telephone at 1-855-445-7431, or U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. If you contact the Program Administrator regarding an error or mistake with respect to the CardPerks Account, reasonable efforts will be used to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the earlier of the posting date or the date of the alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by us in our sole discretion.

### **Disclaimers and Limitations**

Neither we nor the Program Administrator are responsible for any disputes between or involving joint cardholders or authorized users relating to points, redemption for Rewards, or use of Rewards. Neither we nor the Program Administrator are responsible for any disputes involving transferred points relating to point balances, redemption for Rewards, or use of Rewards. Rewards are provided by a variety of merchants. We and our service providers, including the Program Administrator, are not responsible to you for the quality or performance of the Rewards or the products or merchandise purchased with the Rewards. Rewards or the products or merchandise purchased or obtained with the Rewards may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Rewards provider. Neither we nor the Program Administrator make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including without limitation warranties of merchantability or fitness for a particular purpose. We and the Program Administrator are not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from the use of the points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, we and the Program Administrator are not responsible for merchants, manufacturers or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. Neither we nor the Program Administrator makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. You hereby release and hold us, the Program Administrator and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the Rewards. Any Reward offered under this Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, we, the Program Administrator and any service provider shall have no liability to you in connection with the Program.

### **Choice of Law and Severability**

Regardless of where you live, work, or access Program services, these Program terms and conditions shall be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of Michigan. If any Program terms or conditions cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **Privacy**

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which can be obtained <https://unitedfcu.com/privacy>.