

# Virginia Credit Union

## Flex Rewards World Mastercard® Terms and Conditions

M-900990

### Description of the Program

- a. The rewards program ("Program") is a service provided by Virginia Credit Union Inc. ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b. Participation in the Program is exclusive to those members of Sponsor who have a current Flex Rewards World MasterCard credit card in good standing 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 and without liability to Cardholder.
- 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 (as defined below) may be restricted, limited, expired or cancelled at any time without prior notice.
- g. Subject to (d) above, 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 and who are members of Sponsor.
- h. The Program's Privacy Policy is available at the Program's website on the bottom of each page.

### Earning Points

- a. Cardholders will earn points that will be calculated based on purchases of all eligible goods and services using their Rewards Card ("Points"). Points will be accumulated at the rate of:
  1. One Point per each one (1) U.S. Dollar charged on the member's Rewards Card.
  2. One additional Point per each one (1) U.S. Dollar charged on the member's Rewards Card for Travel, Entertainment and Dining purchases. Points accumulated for other products or services are determined at the sole discretion of the Sponsor.
- b. 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 U.S. 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.
- c. 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 Sponsor reserves the right to cancel Cardholder's membership in the Program.
- d. Points may not be combined with any other loyalty/frequency reward program regardless of whether the rewards program is or is not managed by the Sponsor or Administrator.
- e. The Sponsor reserves the right to award bonus Points to selected Cardholders for any activity or condition it decides is appropriate for that purpose.
- f. Points are not the property or assets of the Cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- g. 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.
- h. The Sponsor's decisions regarding Point discrepancies shall be final and neither Sponsor nor Administrator will have any liability to Cardholders or any third party arising out of such decisions.
- i. **Card Linked Offer Points (AMPRE).** Cardholders can earn additional Points from participating merchants when using their Rewards card for eligible 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. Each Participating Merchant has reserved the right to change at any time, and without notice, the amount or percentage of any points it offers as well as the terms and conditions of any qualifying purchase. You acknowledge that errors in the offer terms and conditions obtained through your use of the Program may occur from time to time, whether caused by a Participating Merchant or otherwise, and the Program or the Participating Merchant will use its commercially reasonable efforts to promptly correct any such error, and you agree not to bring any action against the Program based upon or related to such errors. Your continued use of the Program thereafter will constitute acceptance of such terms and conditions. The Program does not represent or warrant that any particular Participating Merchant will participate in the Program at the time you join the Program or at any time thereafter.
  1. Cardholders must sign for an in-store purchase to earn points. Points will be available to view on the account statement page as "pending" in 10-14 days. Points will be posted to the cardholder's rewards account within 45-90 days. The Program will not be liable for damages resulting from any failure to post points to your rewards account in a timely manner. You acknowledge and accept that you are solely responsible for checking your rewards program account regularly to verify that points have been properly posted. If you believe that points have not been properly posted to your rewards account, then you must inform the Program within one year of the qualified transaction for which you are claiming that points should have been posted and must be able to provide proof of such transaction acceptable to the Program. The Program reserves the right to determine, in its sole and absolute discretion, whether points should have been posted to your rewards program account. You acknowledge that any such determination by the Program will be final and binding.
  2. You agree that the Program is not an agent of any Participating Merchant and that Participating Merchants operate independently of the Program. The Program does not represent or warrant or give any assurances that any Participating Merchant will provide points for any particular transaction even where such transaction would appear to qualify for such points. The Program is not responsible for the failure of any Participating Merchant to pay points in accordance with the terms of that Participating Merchant's offer. The Program does not assume any liability, obligation or responsibility for any part of any offer or promotion, including without limitation the withdrawal or modification of any such offer or promotion. Also, no Participating Merchant assumes any liability, obligation or responsibility for our conduct with respect to the Program. Purchases from Participating Merchants may not qualify if a separate coupon code or promotion is used; all offers are subject to the offer terms and conditions as described in the applicable offer description and as otherwise may be set forth in such Participating Merchant's Policies or otherwise on its website.
  3. Participating Merchants may have agreed to pay the Program certain operating or marketing fees when participants purchase goods or services using their rewards program card (whether credit, debit or otherwise). Points associated with any purchase from a Participating Merchant will not be earned by you unless and until the fees have been paid in full by such Participating Merchants to the Program. From time to time, the Program may post pending points from Participating Merchants to your rewards program account prior to the payment received by the Program. The Program reserves the right to reverse the posting of any points in the event the applicable Participating merchant does not make timely payment to the Program. The Program reserves the right to change its offer with respect to the amount of the points associated with any Participating merchant at any time, but no such change will affect any points earned prior to such change.
  4. In order to make adjustments for returns and/or cancellations with respect to Qualifying Purchases, the Program may deduct points from your rewards program account. In the event of any abusive or fraudulent activity related to the Program, the Program reserves the right to make any adjustments to your rewards program account at any time. Any such adjustments, however, will be made in accordance with this Agreement, the Policies, any applicable laws, rules or regulations, and the terms of any Participating Merchant offers.
  5. By providing your email address when you register on the Program's 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.
  6. 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.

### Redeeming Points

- a. Points can be redeemed through Online Banking at vacu.org, or by calling the Customer Service center. Contact information is listed at the bottom of these Terms and Conditions.
- b. To be eligible to redeem Points, the Cardholder's account(s) must be open and in good standing (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 the Cardholder's choice.
- e. The Cardholder agrees to release the Sponsor and Administrator, and its vendors from all liability for and hereby agrees to release Sponsor and Administrator from any claims arising from any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards 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 to Cardholder or any other individual or entity for consequential, indirect, special, punitive or any other non-direct types of damages, and the sole extent of liability, if any, 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. Neither Sponsor nor Administrator shall be liable to Cardholder for any delay in, or failure of, performance, nor shall any such delay in or failure of performance give rise to any liability for damages, if any, to the extent that such delay or failure is caused by "Force Majeure". The term "Force Majeure" means fires, explosions, acts of God, strikes or other labor disputes, technological problem, restrictions or restraints imposed by law, rules or regulations of a public authority, acts of military authorities, war, riots, civil disturbances, interruptions, or delays of utilities or telephone service, interruption of transportation facilities, and any other cause which is beyond the reasonable control of the party affected, at which by the exercise of reasonable diligence, said party is unable to prevent.

### 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 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 its 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. 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 rewards Program.
- i. Administrator's normal and customary fees associated with processing travel related services are billed to the Cardholder's Rewards Card in cases where travel is purchased instead of arranged through the redemption of Points.
- j. 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.
- 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.
- m. Cardholders may redeem Points for a single lowest published airfare as follows:
  - i. Each ticket redeemed in full or partially with Points must be ordered through Administrator.
  - ii. En-route stopovers are not permitted unless they are to make direct connections.
  - iii. Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.
  - iv. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
  - v. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.

## Non-travel rewards

### Merchandise

- a. When necessary, the Administrator may substitute a merchandise reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The 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. We make commercially reasonable efforts to depict the merchandise accurately. The Sponsor and the Administrator are not responsible for errors or omissions.
- f. The number of Points required for reward items is subject to change.
- g. Cardholders may exchange merchandise only in the event of merchandise defects or damage to merchandise 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. Neither Sponsor nor Administrator is responsible for the performance, features or functions of any merchandise. Sponsor and Administrator hereby disclaim any and all warranties on merchandise including any warranties of merchantability, fitness for a particular purpose, availability or suitability for the Cardholder's needs.

### Gift cards

- a. Points may be redeemed for gift cards from select merchants. Most gift cards 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. Gift cards cannot be returned after they are issued and are not redeemable for cash or cred
- c. All other sales and/or use taxes including 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.
- d. 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.
- e. Additional terms and conditions may be specified on the gift card.
- f. If a merchant declares bankruptcy the Sponsor and Administrator are not liable for the underlying funds on the gift card.
- g. Once the gift card is redeemed and/or used, they are not returnable, exchangeable or replaceable.
- h. Each merchant sets a policy in regard to lost or stolen gift cards. If a gift card is lost or stolen the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen gift cards.
- i. If gift cards have been ordered and not received by the Cardholder, the Cardholder 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.
- j. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card that was received from this reward site.

### Cash back rewards

- a. The cash back reward(s) will appear as a credit on the Cardholder's Rewards 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 Rewards Card.

### Fuel Redemption

- a. The Cardholder may redeem points at the pump or inside at the register by swiping a participating financial institution's rewards card at a participating fuel retailer. If the Cardholder has at least 2,000 points available, they will receive a message on the pump or at the register asking if they would like to use 2,000 rewards points to get \$.50 off per gallon. The offer will also display if they are prepaying for fuel.
- 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 may vary by retail brand and card program. Please refer to the program website for a list of current offers and participating retailers.

### Toll-Free Participant Access & Contact Information

- a. For questions, concerns or complaints, please contact the Administrator's Customer Service Center at 888-234-8890. You should expect a response to all inquiries within 3 business days. Should a voicemail need to be left, the call will be returned the following business day.
- b. Customer service specialists are available Monday through Friday from 8 am to 11 pm ET, Weekends from 8 am to 8 pm ET. Administrator's Customer Service Center will be closed on the following major holidays: New Year's Day, Easter, Memorial Day, Thanksgiving and Christmas.
- c. Travel redemption specialists are available Monday through Friday from 9 am to 10 pm ET, Weekends from 9 am to 5 pm ET. Closed New Year's 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 Virginia Credit Union, call 800-285-6609, Monday through Friday from 8 am to 6 pm ET
- e. To access the program's website, visit Virginia Credit Union's Online Banking at [vacu.org](http://vacu.org)