



# BECU Points Visa® Rewards Program Terms and Conditions

Please read and retain these terms and conditions which contain important information about the Boeing Employees' Credit Union (BECU) Points Rewards Program ("Rewards Program," or "Program") that you ("Authorized Cardholder," "Cardholder," "you," "your," and "yours") have elected to add to your Boeing Employees' Credit Union ("BECU," "us," "we," or "our") credit card ("Credit Card," "BECU Visa Card," or "Card Account"). These BECU Rewards Program Terms and Conditions ("Agreement") are in addition to and modify the terms and conditions of the Credit and Security Agreement (and the Security Agreement for Secured Credit Card, if you currently have a Secured Credit Card) you received with your Credit Card, the BECU Points Rewards Program Statement, and any additional terms, conditions, restrictions, and limitations on your redemptions that you can access and review by logging in to Online Banking and clicking on your BECU Visa Credit Card account; and that otherwise governs your Card Account (collectively "Cardholder Agreements"). By participating in the BECU Points Rewards Program, you agree to be bound by this Agreement and the Cardholder Agreements. In the event of a conflict between the Cardholder Agreements and this Agreement, the terms and conditions stated in the Cardholder Agreements will govern, except this Agreement will govern in any matter relating to the Program. All terms not otherwise defined below shall have the same meanings as provided in the Cardholder Agreements. We will post any changes to this Agreement in Online Banking and it is your responsibility to review the Agreement for any such changes.

## 1. Eligibility and enrollment

This Rewards Program is sponsored by BECU and is restricted to BECU Visa Cardholders in good standing (as defined by us from time to time) who enroll in Online Banking. We, or the party hired to manage and administer BECU's Rewards Program ("Rewards Program Administrator"), reserve the right to determine in our sole discretion whether you are eligible for enrollment or continued participation in the Program. We are not responsible for the Rewards Program Administrator's products, services, or decisions relating to this Program or redemptions.

## 2. Enrollment

The terms of this Agreement are effective immediately upon your enrollment in the Program. To participate in the BECU Points Rewards Program, you agree to pay us an annual participation fee of \$25.00, whether or not you ever earn any points. This annual participation fee is charged annually on enrollment date and will be fully earned upon payment. You will not be entitled to a refund if you cancel your Rewards Program during the year. You hereby authorize us to charge the participation fee to your BECU Credit Card for you to open your Rewards Program account at the end of the billing cycle in which you first request to be enrolled, and annually charge the participation fee until you terminate your membership in this Program. This fee is assessed on each Cardholder on an account and each Cardholder agrees to be liable for payment of this annual fee.

The Program will be established in the name of the primary Cardholder. We will only take instructions from a Cardholder who has agreed to be bound by the Cardholder Agreements covering your Card Account. A Cardholder or Credit Card user who did not sign the credit application associated with your BECU Visa Card is not an Authorized Cardholder. Once you are enrolled, you can access your Program information by logging in to Online Banking or by calling the BECU Points Rewards Headquarters, which is available at **855-436-1743** and provides service 24/7.

## 3. Qualifying purchases

Only authorized charges for Qualifying Purchases made with your Credit Card for the purchase of goods or services, less any credits for charge reversals or other refunds, will earn points. Qualifying Purchases do not include balance transfers, convenience checks, payments made for stored value cards such as gift cards and similar cards, wire transfers, money transfers, travelers checks, and similar products that may be converted to cash such as money orders and certified checks charged to your Card Account; all incidental charges and fees charged by us (for example: voluntary payment protection costs, finance charges, annual participation fees, returned check fees, service charges, overlimit fees, and ATM fees); and purchases when your Card Account is not in good standing. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase or to include or exclude other charges from the definition of Qualifying Purchases.

## 4. Points

For each dollar of Qualifying Purchases charged to your Credit Card, you will be awarded one point. You must be currently enrolled in the BECU Points Rewards Program to earn any points. Your points will begin to accumulate from the date your enrollment in the BECU Points Rewards Program becomes effective.

Points are earned when our Rewards Program Administrator credits them to your rewards account in its Rewards point accounting system ("Rewards Account"). We may also award bonus points for certain transactions and/or for promotions (details will be provided with such offers). Such promotional points may take up to eight weeks to appear. There is no limit to the number of points you may earn. If points are not redeemed, points will expire in five years on the last day of the month in which they are earned. Accumulated points will be redeemed or expire on a first-in, first-out basis. Except for the Cash Reward option described below, points have no cash or retail value and may only be used to obtain Rewards as described in this Agreement. Points cannot be sold, attached, or pledged under any circumstance. We have the right to suspend redemption rights of your points in the event there is a dispute between you and us or between you and a joint owner or Authorized User. Points cannot be used to pay any obligation owed to us or any third party or be used in conjunction with promotions or discounts offered outside of this program. We will not accumulate points for Qualifying Purchases on Credit Cards that are flagged as Suspended, Lost/Stolen, Overlimit, Past Due, Voluntary Closure, Revoked, or otherwise not in good standing with BECU. You will not be awarded points when your Card Account is not in good standing (for example: for any charge that causes the outstanding balance on your Credit Card to exceed your Credit Limit, for any charges posted to your Credit Card when it is in an overlimit condition, or for any charge posted when a payment on your Credit Card is past due). Your Rewards Account balance may be reduced by any returns, credits or other refunds, charge reversals, chargebacks or other

disputes, or point forfeitures resulting from Card Account closure or default, and may be negative if credits for a particular period exceed purchases of goods and services. We will not give you notice of forfeiture. You are not entitled to compensation from us or any other entity when your points expire or are forfeited for any reason.

## 5. Redemption of points

You can redeem accumulated points to obtain Rewards by (i) visiting [becu.org](http://becu.org), logging in to Online Banking, navigating to your BECU Visa Credit Card, and clicking Access BECU Rewards under Rewards; or (ii) calling the Rewards Headquarters ("Reward Headquarters") directly at 855-436-1743, 24/7. During these times, the Administrator is available to answer any questions regarding the Program. We reserve the right to change these Rewards Program Administrator availability hours at any time without notice. **Rewards must be obtained directly from the Rewards Program Administrator and not by any other means (including telephonic, in-person, internet or wireless communications) through any third party including any other seller, charter, agencies, airlines, associations, or persons engaged in the business of reserving, arranging, or procuring travel discounts or arrangements, tickets, vouchers, gift cards, or certificates.** We may take direction from any Authorized Cardholder when redeeming your accumulated points. We and our Reward Program Administrator will not be liable for fulfilling Rewards requests we believe in good faith are made by any person claiming the authority to act on your behalf. In addition, you may not redeem accumulated points if your Credit Card is flagged as Suspended, Lost/Stolen, Overlimit, Past Due, Voluntary Closure, Revoked, or otherwise not in good standing with BECU. Redeemed merchandise may be shipped within the 48 contiguous United States only. Gift certificates/gift cards may be shipped within all 50 states.

## 6. Rewards

You can use your points to obtain airline tickets, hotel accommodations, rental cars, cruises, destination activities/excursions and vacation packages, merchandise, gift certificates/cards, and cash back as a credit to your Card Account (collectively "Rewards"). The complete selection of Rewards is available by logging in to Online Banking. All Rewards are subject to availability and restrictions of Travel Supplier or Service Provider. Rewards and number of points required, or reward levels may be changed or substituted at any time at the sole discretion of BECU for any reason. BECU and the Rewards Program Administration have the final authority on all decisions regarding all Rewards ticketing, pricing and availability and the interpretation of the terms and conditions in Agreement and Cardholder Agreements.

### 6a. Gift cards

General – All gift card redemptions are non-returnable and non-refundable. Reward Headquarters will not authorize a reshipment of gift card(s) that are lost/misplaced. Gift cards are valid at participating merchants only, and are subject to the issuer's terms and conditions, which, if permitted by law, address expiration policies and non-usage fees and can be changed at the sole discretion of the issuer. Every effort is made to process your gift card(s) redemption within five days (the "standard window") after an order has been placed, excluding weekends and holidays. On occasion, gift card(s) may be processed outside of the standard window.

Shipping Method	Criteria	Shipping Timeframes
Standard Shipping (USPS First Class Mail)	In U.S. and Canada: Value up to \$699 and 15 cards or less	Allow 5-10 business days after an order has shipped
USPS Certified Mail (signature required)	In U.S.: Value of \$700 - \$899	Allow 5-10 business days after an order has shipped
FedEx Standard (signature required)	In U.S.: Value of \$900+ or 16+ cards	Allow 3 business days after an order has shipped

All orders with a signature required must be sent to a physical address and are unable to be sent to a PO Box. A shipping confirmation email will be sent to the email address on file once the gift card order has been shipped. Shipping timeframes are not guaranteed. USPS/Canada Post and FedEx may experience delays in delivery due to inclement weather or excessive holiday volumes. If you have not received your order within 30 business days of when your order was shipped, please contact Reward Headquarters.

### 6b. Merchandise

You must contact Rewards Headquarters for all return requests.

General – Most new, unopened items may be returned within 15 days of receiving the item for a full refund with original packaging and receipt. There are some exceptions where returns are not allowed and items that are opened, used, or received more than 15 days ago are not eligible for a refund. Returns are subject to return shipping costs and/or restocking fees. The amount deducted will be equivalent to our standard shipping cost for that item, and will be determined by the supplier at the time of refund. If a return is the result of our error (you received an incorrect or defective item, etc.), we will pay the return costs.

Return Instructions – 1) Participant contacts the Rewards Headquarters. 2) The administrator initiates the return/replacement and provides instructions and information. 3) The participant receives a return shipping label and returns item(s). 4) Replacement item is shipped to the participant once the original item is returned and received, depending on current availability; OR eligible points will be deposited back to participant account within three weeks of receipt of the returned item. Note: The return shipping labels obtained

from Reward Headquarters are valid only for returns shipped within the U.S. Each return shipping label is coded for a specific shipment and for specific items. Please do not include items from other orders, or other items and/or shipments from the same order, in the same box, or you may not receive the correct refund.

**Nonreturnable Merchandise Items** – Opened music, movies, computer software, video games, and collectibles cannot be refunded. Other items, including folding guest beds, air/inflatable beds, continuous air bouncers, water slides, pools, gas-powered lawn equipment, power tools, scooters over \$149.99, special occasion clothing, video cameras/camcorders, handbags, jewelry, and watches, may not be returned if the original packaging has been opened, or if tags or labels have been removed. Items damaged, altered, or abused after delivery to the customer. Mattresses or foundations that are damaged, soiled, stained or missing law tags, cannot be returned. Delivery, labor, and/or installation fees cannot be refunded. Adjustable base beds and customized items, including customized jewelry, cannot be returned. Hazardous items that are gas-powered or contain flammable liquids cannot be returned. Computer laptops and desktops cannot be returned. Any product missing the serial number or UPC cannot be returned. Gift cards/certificates cannot be returned. Gourmet gift baskets cannot be returned. Custom and personalized orders cannot be returned. All Final Sale merchandise cannot be returned. Other nonreturnable purchases include digital content, prepaid cards, memberships, completed services, consumable items including ink and batteries, and items returned that are damaged or missing major contents.

**Backordered Items** – Items that are on backorder for more than 60 days may be canceled due to unavailability, and a full refund will be processed for the item(s).

**Product Specific Returns** – Most items may be returned within 15 days of shipment. These items must be in new condition with all original packaging, receipts, packing slips and accessories. We cannot accept returns of products missing the serial number or UPC; we will not issue refunds for such items. Some product lines have special restrictions or return policies. Please contact our Rewards Program Administrator for details.

## **6c. Activities**

All Activity redemptions are final. We are unable to process refunds, exchanges or cancellations.

**General** - All Activity redemptions must be completed by the Reward Headquarters Customer Care Team. All Activities are fulfilled by a variety of Suppliers, Tickets and Tour/Travel Operators. Unless otherwise stated, purchases/redemptions made through Activities are subject to these terms and conditions; in all booking arrangements, the person making the booking shall be deemed to have accepted these conditions on behalf of the persons named in the booking.

**Terms of Use** - By using Activities, you agree to be legally bound by these terms, which shall take effect immediately. If you do not agree to be legally bound by all the following terms and conditions, please do not access, redeem for and/or use Activities. Activities Terms and Conditions may change at any time by posting changes in Online Banking. Please review these terms and conditions regularly to ensure you are aware of any changes made. Your continued use of Activities, after changes are posted, means you agree to be legally bound by these terms as updated and/or amended. Your use of Activities is intended for personal, non-commercial use and/or to make legitimate requests to book the products or services offered.

**Cancellations and Refunds** - All redemptions/sales are final. No modifications/amendments or changes are allowed. Activity suppliers do not allow changes once a booking has been made. It is not possible to change or modify a special event, theater, or show ticket. Sales of these tickets are final and cannot be amended once your original purchase is confirmed. In case of emergency, all other date-change requests and amendments are subject to review of the service providers, and we cannot guarantee the success of any date-change requests. In case of an emergency and a change requested is possible, additional fees may apply. All requests for modifications must be directed to the Rewards Headquarters at **855-436-1743**. All products, tickets, tours and services offered by Activities are valid as per the dates displayed in Activities. Program sponsors and suppliers are not responsible or liable for any information that they do not directly provide. Occasionally our suppliers and/or service providers make changes to tour dates, prices, inclusions, coverage, age requirements, etc. As a result, Activities suppliers reserve the right to cancel, change or substitute any service, tour, ticket, or product that you have booked in Activities, at any time, for any reason. In such cases, if you are dissatisfied with the alternatives offered, we will work to cancel your activity and then offer a refund of your redemption. Notwithstanding the above, when we are informed in advance by our service providers and/or suppliers of a significant change to a booking and/or to a tour, product or event, we make every reasonable effort to notify the program administrator as appropriate, in order to amend or re-issue the booking where feasible.

**Pricing and Inclusions/Exclusions** - Prices are per person unless otherwise specified. Prices are subject to change without notice, until a booking has been confirmed. Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger facility charges or international transportation tax. Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages.

**Activity Vouchers** - You will receive a personalized Voucher for each tour, event or service booked. In order to access and print your Voucher(s), you will be provided access to a secure webpage that contains a link to your Voucher(s). You must provide the original, authentic Voucher to the appropriate service provider to redeem your tour, ticket or package. Your reservation cannot be honored or redeemed without presenting a valid Voucher. For security purposes, when redeeming your Voucher, you must present a valid photo ID and sign the Voucher. This is for identification purposes and helps us to prevent fraud.

**Passports, Visas and Insurance** - It is the responsibility of all passengers, regardless of nationality and destination, to check with the consulate of the country they are visiting for current entry requirements. As visa and health requirements are subject to change without notice, we recommend that you verify health and visa requirements with the appropriate consulate prior to departure. We strongly

recommend that you purchase a comprehensive travel insurance policy prior to departure. If you cancel your trip or significantly alter travel dates, many policies will reimburse the cost of cancellation fees and related expenses.

**Disclaimers and Limitations of Liability** - Under no circumstances will your program sponsor, Activities Suppliers, agents, affiliates, service providers and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Activities regardless of the form of action. Activities Suppliers, in making arrangements for hotels, tours, transportation or any service in connection with the itineraries of individual customers, shall not be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act or default by any hotel, carrier or other company or person providing services included in the tours. Furthermore, Activities Suppliers, agents and operators accept no responsibility for any sickness, pilferage, labor disputes, machinery breakdown, government restraints, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty, or any other causes beyond their control. Activities Suppliers' content – including the information, names, images, pictures, logos, prices, dates and availability regarding or relating to Activities Suppliers, service provider, operator and/or distribution partner – is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy. At Reward Headquarters we check and recheck the details about all the products and services we offer for accuracy. However, Activities Suppliers and Reward Headquarters do not warrant that functionality, content or information contained in Activities will be uninterrupted or error-free, that defects will be corrected, or that Activities or the servers that make it available are free of viruses or bugs. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

#### **6d. Event tickets**

**General** - We are unable to process refunds, exchanges or cancellations except as provided below. The Rewards program through Online Banking acts as an intermediary between you and ticket brokers to facilitate the redemption of points for event tickets and as such, neither we nor any of our service providers is directly involved in the actual ticket transaction between you and the ticket brokers. Participating brokers are independent, privately owned companies engaged in the business of buying and selling tickets for sporting events, concerts, and theater shows worldwide. Participating brokers are not affiliated with any box offices, theaters, venues, or teams.

**Orders** - Orders through the Rewards program through Online Banking will be fulfilled by one of the participating brokers. If an event is postponed, tickets will be honored for the rescheduled date. If an event is canceled without a rescheduled date, a full refund will be provided in the same method used in the original transaction. All prices quoted include all service charges and reflect the cost of obtaining preferred seating. Most ticket prices are at or above face value. All prices are based on supply, demand and seat location. We reserve the right to provide upgrades on all ticket orders at no extra charge to you. Since event tickets are purchased in a free and fluctuating market, ticket prices and availability may change at any time. Ticket prices are guaranteed at the time the order is placed. All ticket orders are guaranteed by contract and a confirmation receipt will be issued upon redemption. Ticket deliveries are guaranteed by the ticket broker no later than the day before the event unless otherwise stated in your confirmation and/or receipt(s). All tickets will be delivered via FedEx or email unless otherwise stated. Due to time constraints, ticket brokers will not guarantee orders placed less than three days prior to the event. We are not responsible for any weather delays, event postponements, change of venue and lost or stolen tickets. Ticket brokers may provide any quantities of tickets but cannot guarantee ticket groupings larger than two together.

#### **6e. Flights**

**General** - We will rely on the authority of the person making the booking to act on behalf of any other travelers on the booking. The statements and actions of the person making the booking will bind all such other travelers to these terms and conditions.

**Seat Assignments** - Seat selection may not be available for all flights due to the airline's fare class restrictions or policy. Please contact the airline directly to select seats. Seat assignments, regardless of the fare class you select, are not guaranteed and are subject to carrier change without notice due to a schedule change, equipment change or other unforeseen circumstances.

**Baggage Fees** - Some airlines charge an extra fee each time bags are checked in with that airline. These fees are not included in your total trip cost when booking tickets through the Rewards program. They are collected by the airline either at the ticket counter when the bag is checked or at the gate. The airlines' websites contain detailed information regarding their baggage policies. For passengers whose tickets are booked as a codeshare flight, operating and/or marketing carrier fees may apply.

**Change and Cancellation Policy** - Flight bookings are nonrefundable. We are unable to cancel/amend a flight reservation and restore your points. We are unable to modify/change a reservation. You are responsible for making any changes to a booking through an airline, if permitted, and you may incur change/cancel fees.

**Fare Rules and Restrictions** - You agree to the fare rules and restrictions of the airline that provides your tickets.

**Flight Cost Summary** - On the Flight Cost Summary page of the Rewards Program and all subsequent pages leading to a booking, all mandatory taxes, charges (including fuel surcharges), service fees, and government and airport authority fees are either included in the fare or itemized separately to provide a total trip cost.

**Fare Offering Per Flight** - The Rewards Program in Online Banking displays only the lowest fare that is available through the Rewards Program per flight. Other fares may be available through an airline, but not through the current program offerings.

**Airline Schedule Changes** - Airline schedules are subject to change at any time. Impacted elements of the itinerary include, but are not limited to, the following: flight number, arrival and departure times, aircraft type, route, connections, or location, and dates of travel. Other components of travel may be impacted by flight schedule changes and modifications, or by cancellations of those components. Precautions to prepare for, detect and respond to airline schedule changes and their impacts are your sole responsibility. Please reconfirm all flights directly with the carrier, at least 24 hours prior to arrival at the airport.

**Electronic Tickets** - All ticketing for flights in this Rewards Program are electronic tickets. Paper tickets are not issued by airlines participating in this program.

**Reconfirmation Notice** - Some international airlines require reconfirmation of your reservations. Contact the transporting airline for the applicable requirements.

**Travel Insurance** - Travel insurance is not included with any redemption, and you agree that you have booked without insurance, releasing all liability which could result in the loss of travel cost and/or money to correct any situation.

**Travel Documentation, International Travel** - All travelers must have valid international travel documentation, such as a passport or visa. Any fines, penalties, payments or expenditures incurred because of such documents not meeting the requirements of governmental authorities will be your sole responsibility. If you need information regarding visas, passports and other travel document requirements for your trip, please visit [travel.state.gov](http://travel.state.gov) for passport and visa requirements.

**Health** - You must ensure that you are aware of any health requirements and recommended precautions relevant to your travel and ensure that you carry all necessary vaccination documentation. In some cases, failure to present required vaccination documentation (e.g., proof of yellow fever vaccination) may deny you entry into a country. We recommend that you consult with your local doctor, travel medical service or specialist vaccination clinic before commencing your travel.

#### **6f. Hotels**

**Booking** - All hotel reservations MUST be booked at least two days in advance of check-in date to accommodate processing requirements. You must meet the eligibility requirements established by the hotel provider. The check-in age for some hotels is 21. Guests between the ages of 18 and 20 should check with the hotel directly to understand the check-in policies and/or restrictions prior to booking. You may book only one room per reservation. Unless otherwise indicated in the hotel details and descriptions, all hotel rates are based on a maximum of double occupancy. Rates are subject to change. You are responsible for paying hotel service charges, extra person charges, incidentals such as room service, telephone access, in-room movies, energy surcharges, mini-bar, etc., and any applicable increases in taxes. You are subject to individual hotel policies including, but not limited to smoking, maximum occupancy, etc. You may be required to present a valid credit card or cash deposit at check-in. Hotel requests for specific features (non-smoking, bedding) are not guaranteed. You may be asked to present a photo ID when checking in. Hotel photos in any promotional materials are representative only and do not necessarily depict the actual room in which guests will be accommodated.

**Hotel Cancellation and Change Policies** - Hotel redemptions are final and nonrefundable. Cancellations or changes made at any time are subject to total forfeiture of points without credit due. Refunds are not available for delayed check-in or early check-out. Hotel employees are not authorized to make an exception to this policy. Please refer to the hotel information page or your confirmation email for specific hotel policies and procedures. We cannot guarantee changes to the name on a reservation but will make every attempt to accommodate requests. Amendment requests to existing reservations must be made through Rewards Headquarters which is available at 855-436-1743 and provides service 24/7.

#### **6g. Car rental**

Each car rental point redeemed equals one cent (\$0.01) towards the vehicle rental price. Cancellations received within two days of pick-up date will be subject to a supplier cancellation fee equal to one-day rental cost. Failures to pick up a vehicle (no-shows) are nonrefundable and will result in a total forfeiture of settlement and points without credit due. Cancellation fees, rental terms and any additional fees are subject to change without notice and may vary by location. Rental rates are based on 24 hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges which will be billed directly to you by the car rental company. Redemption and Advance Purchase rental rates include unlimited mileage, taxes and fees; however, local taxes and fees may not be included and will be assessed by the car rental location directly. Charges for optional services, which include but are not limited to insurance waivers, fuel, additional or underage drivers, and special equipment charges, are subject to change and not included in your rental and must be paid directly by you to the car rental company. Geographic restrictions may apply. Renters must be 25 years of age and have a valid driver's license, major credit card, and good driving record. One-way rentals are not permitted. Car rental redemptions are available through preferred suppliers of the Rewards Program Administrator and may not be available for all locations and destinations. Special requests made to car rental companies cannot be guaranteed. Car rental suppliers reserve the right to deny rental due to past driving record.

#### **6h. Cash back rewards**

You may redeem your points for cash back in the form of a credit to your Card Account. Each Cash Reward point redeemed equals a one cent (\$0.01) credit issued to your Card Account within 30 days from date of redemption. A Cash Rewards credit posting does not constitute a credit towards your Minimum Payment.

#### **6i. CharityChoice Gift Card**

You may redeem points to obtain CharityChoice Gift Cards ("CCGC"). Each point redeemed equals one cent (\$0.01) towards the CCGC. When you redeem for a CCGC you may designate up to three charities of your choice to receive the funds from CharityChoice's online list of over 250 major charities and 500 local causes. CharityChoice provides the gift cards on "as is," "where is," and "with all

faults" basis. CharityChoice disclaims all warranties (express or implied) arising out of, or in connection with, gift cards, including the warranties of merchantability and fitness for a particular purpose. CCGC are not refundable for cash or returnable to CharityChoice and cannot be used as payment with CCGC. Each CCGC is subject to all terms and conditions that (i) are printed on the back of the card, (ii) contained in the sales order, and (iii) located on the CharityChoice website. You are purchasing CCGC for distribution and CCGC are not subject to unclaimed property laws.

## 7. Points activity availability

To access your points activity, log in to Online Banking or call the Rewards Headquarters at **855-436-1743** for service 24/7. If you have any questions regarding the number of points in your Rewards Account, whether a particular purchase earned points, the status of a Rewards redemption, or any other question, call the Rewards Headquarters. If you believe there has been an error, you must report such error to us promptly, but not more than 60 days from the date that the Qualifying Purchase or subsequent adjustment is posted to your Rewards Account. We are not liable for any error after that time period, and your Rewards Account will be deemed accurate. Our decision regarding any error shall be final. Any dispute concerning Rewards will not affect your payment obligation on your Card Account.

## 8. Changes

We may, from time to time and in our sole discretion, amend, delete or add to the terms of this Agreement and may change or limit any aspect of the Program and its restrictions, benefits, or features, in whole or in part. Such changes are effective to all Cardholders. Changes may include, but are not limited to, the number of points required to earn specific Rewards, the type of transactions which qualify for points, the type and/or value of Rewards, the availability of Rewards, the Rewards offerings, the imposition of an annual Program membership fee or the increase of any fees associated with the Program, or the number of points which may be earned or purchased. Your accumulation of points does not give you any vested rights and you may not rely upon the continued availability of any Reward. We will post any such changes to the Agreement in Online Banking and it is your responsibility to review the Agreement for any such changes. If you fail to close your Rewards Account or any Cardholder uses your Card after the effective date of an amendment, you will be deemed to have agreed to any amendments to the Program set forth in the continuously updated Agreement at [becu.org/support/forms](http://becu.org/support/forms) under Credit Cards and Loans.

## 9. Termination or cancellation

We reserve the right to suspend or terminate the Program and this Agreement at any time. Our decisions regarding the Program are final. If the Program is terminated, you will be notified of the date by which you must redeem all your accumulated points. You must request issuance of the award by the effective termination date and otherwise comply with all terms of the Program in effect before termination. If we terminate the entire BECU Points Rewards Program, we will refund a pro rata share of your Program annual participation fee for the current year. We may also terminate your Rewards Account immediately, without notice, if we determine that any Cardholder has violated the redemption rules of this Program, or is in any way involved in fraud, theft, or other illegality or if we terminate or suspend your Credit Card. We may also suspend or terminate your Rewards Account if we determine your Points Rewards Card was used for manufactured spending (purchasing cash equivalents or similar liquid assets for the primary purpose of earning cash rewards under the Program), or if use of your Cash Rewards Card harms our membership. If we terminate your Rewards Account for any of those reasons, the accumulated points on your Rewards Account will be forfeited and you will not be allowed to redeem those points for any Reward. Any Authorized Cardholder on your Credit Card may cancel your membership in the Program at any time by calling BECU at **800-233-2328** or by writing us of your intent to cancel at: **BECU, Attn: Card Services, P.O. Box 97050 Seattle, WA 98124-9750** at least 10 days before the end of any Billing Cycle in order to cancel this feature before the next Billing Cycle. If we do not receive your cancellation request in time to cancel the feature for the next Billing Cycle, the cancellation will not be effective until the first day of the next Billing Cycle. If any Cardholder cancels membership in the Program and continues to maintain a BECU credit card account, BECU may credit any remaining accumulated points to the equivalent cash value to your account balance. However, if you leave the Points Rewards Program and close your BECU Visa account, any remaining points will be forfeited. After termination or cancellation of the BECU Points Rewards Program, the terms and conditions of this section shall no longer apply to your Credit Card. All other terms and conditions of your Credit Card Agreements shall apply. You will still be obligated to make monthly payments and comply with all of the terms and conditions stated in your Cardholder Agreements.

## 10. Income taxes

Earning points or redemption of points for Rewards may result in tax liability. Any applicable federal, state or local tax obligations related to the Program are your sole responsibility. Please consult your tax advisor concerning any such income or other tax consequences related to your participation in the Program. Tax reporting, if any, will be made to the tax identification number of the Primary Credit Cardholder.

## 11. Liability

BECU, the Program Administrator, and their parent and subsidiary companies and affiliates ("Program Sponsor and Program Administrators") are only agents for the providers of travel services or other products and services. By participating in the BECU Points Rewards Program, you agree that all merchandise and travel services, including but not limited to services provided by any travel agency, air carrier, car rental agency, lodging provider, or any other person ("Service Provider" or "Supplier"), are only provided by that Service Provider or Supplier and not by the Program Sponsor or the Program Administrators. In addition to being subject to the terms of this BECU Points Rewards Program, you will also be subject to and must comply with the terms of the Service Provider or Supplier tickets, vouchers, certificates, cards, contracts, and rules and regulations established by our Rewards Program Administrator. We and the Program Administrator do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to the Rewards information and description of the merchandise, charities, hotel, air, cruise, car, and other travel products displayed in Online Banking (including, without limitation, photographs, list of hotel amenities, general product descriptions, etc.). The Program Sponsor and the



Program Administrators make no representations about the suitability of the information, software, products, and services contained on Rewards for any purpose, and the inclusion or offering for sale of any products or services does not constitute any endorsement or recommendation of such products or services by the Program Sponsor and or the Program Administrators. The carriers, hotels and other Service Providers or Suppliers providing travel or other merchandise or services are independent contractors and not agents or employees of the Program Sponsor or the Program Administrators. The Program Sponsor and the Program Administrators do not warrant, endorse or vouch for any retailer, merchant or agency ("Service Provider" or "Supplier") or its products or services, and provides the BECU Points Rewards Program AS IS: the entire risk as to satisfactory quality and performance of each Service Provider or Supplier and of their services is with you and/or the Service Provider or Supplier. **The Program Sponsor and Program Administrators hereby disclaim all implied warranties (if any), including but not limited to implied warranties and conditions of merchantability or fitness for a particular purpose.** The Program Sponsor and Program Administrators are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such Service Providers or Suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom. The Program Sponsor and Program Administrators have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, force majeure, or other causes beyond our direct control, and have no responsibility for any additional expense, omissions, delays, re-routing, or acts of any government or authority. By participating in the Program, you agree that: (i) the Program Sponsor and Program Administrators shall not be liable for any breach of warranty or other problem or for damages of any nature directly or indirectly caused by or relating to a Service Provider/Supplier or their services; (ii) the Program Sponsor and Program Administrators shall not be liable for any accident occurring during travel or related to the use of any product or services provided by any Service Provider or Supplier which results in personal injury, damage to property, or other loss to any person; (iii) the Program Sponsor and Program Administrators shall not be liable for any incidental or consequential damages; (iv) any dispute must be settled between you and the Service Provider/Supplier; and (v) that all damages that the Program Sponsor or Program Administrators might owe you shall be limited to the aggregate amount of your annual Rewards Account participation fee, which damages shall be your sole and exclusive remedy against the Program Sponsor and Program Administrators.