

## Platinum Rewards MasterCard®

### First Tech Rewards Program Rules

The following terms apply to these Rules:

- “You”, “Your” and “Cardholder” applies to each and all who apply for and use the Platinum Rewards MasterCard® card.
- “We”, “Us” and “Our” refer to First Tech Federal Credit Union.
- “Rules” means the rules outlined in this document.
- “Program” means the First Tech Rewards Program.
- “Card” means Platinum Rewards MasterCard® card We issue You and any duplicates and/or renewals We may issue.
- “Account” means Platinum Rewards MasterCard® card Account You have with us.
- “Award(s)” mean the travel and merchandise options available in the First Tech Rewards Program.
- “Cash” means Your Rewards earned in this Program.

#### 1. Earning Points

You will earn (1) point per every (\$1) dollars in qualifying purchases on an eligible Card that You: (i) charge to an eligible card Account and (ii) that appears on Your statement during the Program Period.

#### 2. Ineligible Purchases

Returned purchases, balance transfers, finance charges, fees, cash advances purchases of cash or cash equivalents (prepaid debit cards or other stored value/reloadable cards) or insurance charges posted to Your account do not qualify for Points. Contact Us for full eligibility details.

#### 3. Points Redemption

You may use Your Points to order the Awards available in the current Program. You may select Awards from any level, as long as You have a sufficient number of Points available in Your Account as of the date of Your most recent earnings statement. Assigned Point requirements are subject to change from time to time without notice, and We may substitute Awards at any time. Should We discontinue an Award, We will replace with an Award of equal or greater value or, if no suitable substitute is available, We will advise You to make an alternate selection.

#### 4. Merchandise Awards

Merchandise Awards will usually arrive by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing Your order. We must have a street address and daytime phone contact number to process an order. We cannot ship to post office box, or in some cases, outside the United States. If You have an APO address, please contact Award Headquarters at 866.791.4074 for merchandise options and shipment details.

#### 5. Damaged or Defective Awards

Before signing to accept delivery from the carrier, please note any damages or shortages on the delivery receipt. You may return a damaged or defective product to the shipper within ten (10) days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product.

#### 6. Warranties

Applicable manufacturers’ warranties are included with Your Award. Warranty claims must be directed to the manufacturer. FIRST TECH, FINANCIAL INSTITUTION BENEFIT ASSOCIATION, INC. (“FIBA”), FIDELITY INFORMATION SERVICES, LLC. (“FIDELITY” OR “PROGRAM ADMINISTRATOR”) AND ANY ASSOCIATION FIRST TECH IS A MEMBER OF (“ASSOCIATION”) MAKE NO PRODUCT REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF PRODUCTS AND/OR SERVICES PROVIDED THROUGH THIS PROGRAM.

#### 7. Cash Value

Points have no cash value and cannot be exchanged for cash or credit; may not be used with any other offer, promotion or discount; cannot be combined with cash to obtain an Award and cannot be earned from or transferred to any other card, account or rewards Program unless otherwise specified.

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#### 8. Earnings Statement

Your earnings statement will normally include the number of Points earned, subject to adjustment as provided for in these Rules. Your account may be charged for the actual cash difference between the cost of the Award redeemed and the net value of the actual Points available in the event You redeem unearned Points.

#### 9. Account Status

Your account must be open and in good standing (i.e. not cancelled or terminated by either party, delinquent or otherwise not available to Use for charges) at the time We receive Your awards order for processing. We reserve the right to suspend Your participation in the Program until Your Account is in good standing.

#### 10. Award Errors

Despite Our best efforts to ensure accuracy, printing errors occasionally occur. We reserve the right to correct such errors at any time even if it affects a pending Award redemption.

#### 11. Program Modifications

We may modify, suspend or cancel the Program and the redemption value of already accumulated Points may be changed at any time without notice and without restriction or penalty. Changes to the Program may include, but are not limited to, modifications which affect Point accrual and which expire based on the Point term, age and expiration date of the selected option(s). We will notify You of Point accrual and/or Point expiration Program changes. Award orders must be received on or before the Program end and/or expiration dates. Contact Us for details on any current promotions affecting Point accrual or redemption options. Points may be forfeited due to Rules violations.

#### 12. Program Termination

We may suspend or terminate this Program at any time with or without notice. We reserve the right to disqualify anyone from Program participation, refuse to Award or distribute Cash back, and/or close the credit card if, in Our sole judgment, You violate any of these terms and conditions, including, but not limited to, acts of fraud or other abuse.

#### 13. Law and Taxes

The Program and these Rules are void where prohibited or restricted by federal, state, or local law. You are responsible for any federal, state, or local income or other taxes or gratuities, if applicable. All aspects of the Program are governed by the laws of the State of California, without reference to its choice of law provisions.

#### 14. Hold Harmless Agreement

You agree to hold FIBA, Fidelity, any Association and any vendors associated with the Program totally harmless if We fail to meet Our contractual and other obligations with FIBA or Fidelity, which results Program interruptions or terminations prior to You having the opportunity to redeem Your Points or receive Your Awards. You also agree to hold FIBA, Fidelity, Sponsor and Association harmless if an Award vendor or provider files for bankruptcy, or otherwise goes out of business, after You have redeemed Your Points for an Award from the vendor or provider, but before You receive or Use the Award.

#### 15. Restrictions

Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. We'll mail all travel certificates, tickets and documents first class U.S. mail or emailed when an email address is provided. If We mail travel documentation, Your award will be delivered within 4-6 Weeks of order processing and will not be replaced in the event of loss, destruction or theft. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay the associated additional delivery fees by card. You are responsible for federally imposed airline security fees as well as any surcharges or additional fees that may be imposed by the airlines or local aviation authority and must pay them by card at the time of the reservations booking.

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#### **16. Program Additions**

We may choose to add additional local rules and Program opportunities. Please ask Us to see if such local rules are applicable to Your Program participation. A complete and definitive list of Program Rules is available from Us.

#### **17. Program Administration**

The Program Administrator shall resolve all questions of what constitutes an eligible charge. All Program Rule determinations by the Program Administrator are final. Your account use following receipt of these Rules indicates Your agreement to these Rules.

#### **18. Rules Agreement**

Usage of Your credit card(s) following receipt of these Rules indicates Your agreement to comply with and abide by these Rules.