



## VISA CREDIT CARD CASH REWARDS PROGRAM TERMS AND CONDITIONS

These Visa Credit Card Cash Rewards Program Terms and Conditions ("Terms and Conditions") govern your participation in Sun Pacific Federal Credit Union Visa Credit Card Cash Rewards Program ("Program"). Your participation in this Program enables you to earn cash rewards that will be deposited directly into your Sun Pacific Federal Credit Union Visa Credit Card Account ("Account") at the end of the calendar year to reduce your outstanding balance. Enrollment in the Program is automatic and there is no need to apply.

"We," "us," "our," and "Credit Union" means Sun Pacific Federal Credit Union.

"You," "your" and "Cardholder" means any account holder or authorized user of a Sun Pacific Federal Credit Union Visa Credit Card Account.

"Card" means a Sun Pacific Federal Credit Union Visa Credit Card, and any duplicates or renewals issued by the Credit Union.

"Cash Rewards" means credits earned through Program participation in accordance with these Terms and Conditions.

By using or accepting a Card, you agree to these Terms and Conditions, as amended from time to time. We issue and administer all Cards. Your rewards can be found on your monthly statement or by contacting us at 510-970-1181. We manage and administer the Program. These Terms and Conditions and Card transactions are also subject to other agreements between you and the Credit Union (for example, your Cardholder Agreement and Disclosure Statement).

### GENERAL

1. The program is offered at the sole discretion of Sun Pacific Federal Credit Union. We reserve the right, in our sole discretion, to change, amend, add, or delete any of these Terms and Conditions at any time, for any reason, with or without advance notice, and this includes the right to suspend or terminate the Program in its entirety, cancel outstanding unpaid Cash Rewards, or change the terms governing the redemption of outstanding and unpaid Cash Rewards. We assume no liability whatsoever for such changes.

2. Cards and Accounts are subject to the applicable Cardholder Agreement and Disclosure Statement, including any applicable fees and charges.

3. In the event of Cardholder fraud, abuse of the Program privileges, or violation of these Terms and Conditions, we, at our sole discretion, reserve the right to terminate your participation in the Program. Any such termination will result in the forfeiture of all outstanding and unpaid Cash Rewards.

4. You are responsible for any personal tax liability related to participation in the Program or as a result of Cash Rewards earned or paid.

5. The Program is void where prohibited by law.

6. We reserve the right to alter the Program and policies and will be the final authority on Cash Rewards accrual and payment qualifications.

### EARNING/ACCRUING CASH REWARDS

1. Cardholders will earn Cash Rewards in the amount of one percent (1%) of eligible "Net Purchases" made by you and/or any authorized user(s) of the Card. "Net Purchases" means the sum of your eligible purchase transactions minus any credits from returns and/or adjustments. Cash Rewards are rounded down to the nearest one cent (\$.01).

2. The maximum amount of rewards that can be earned within a twelve (12)-month period is \$350.00, starting immediately following your December billing cycle.

3. The following transactions are ineligible for Cash Rewards and are therefore excluded from the calculation of eligible Net Purchases: (a) cash advances, ATM withdrawals, convenience checks, balance transfers, and any PIN (Personal Identification Number) transactions, except as otherwise permitted in special promotional offers; (b) any fees and card-related charges posted to the Card Account, including annual fees, late fees and/or finance charges as outlined in the applicable Cardholder Agreement and Disclosure Statement; (c) tax payments; or (d) any unauthorized or returned charges or transactions.

4. Cash Rewards may be earned only if the applicable Account is in good standing. An Account is not in good standing if it is: (a) closed, suspended or revoked; (b) subject to any bankruptcy proceeding; (c) placed on "interest prohibited" status; (d) Card reported lost or stolen; or (e) over the credit limit or past due as of the close of the billing cycle. 5. Cash Rewards accrual will

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begin upon activation of your Card or upon your first use of the Card after the Program is commenced.

#### CREDITING/ACCUMULATING CASH REWARDS

1. Cash Rewards earned will be credited on a monthly basis at the close of the billing cycle based on your Net Purchases during that billing cycle and any credits or adjustments to Net Purchases from a prior billing cycle. For your convenience, Cash Rewards will be displayed on your monthly Account statement.

2. Cash Rewards are not considered your property until they are paid to your Account at the end of the calendar year and are subject to forfeiture at any time prior thereto in accordance with these Terms and Conditions. Appearance on your Account statement does not guarantee future payment.

3. Cash Rewards are generally not transferable upon death, as part of a legal settlement, or as part of a domestic relations issue.

3. Cash Rewards are not transferrable to any other programs. The Sun Pacific Federal Credit Union Visa Cash Rewards Credit Card is not associated with any other credit card.

#### PAYMENT/REDEMPTION OF CASH REWARDS

1. Cash Rewards accumulated and credited throughout the year, up to the maximum of \$350.00, will be automatically deposited into your Sun Pacific Federal Credit Union Visa Credit Card Account at the end of every calendar year (December). Once paid to your Account, Cash Rewards will be automatically applied to reduce your outstanding Account balance. Cash Rewards may not be cashed out or taken as a cash advance on your Account unless there is no outstanding balance on your Account.

2. The application of Cash Rewards to your Account is not a substitute for making the minimum payment due in accordance with the terms of your Cardholder Agreement and Disclosure Statement, or as reflected on your Account statement. Any minimum payment shown on your Account statement must be paid in a timely manner.

2. Cash Rewards may only be redeemed after they are paid to the accountholder's Account at the end of each calendar year in accordance with these Terms and Conditions and may not be redeemed prior thereto or in any other manner. Cash Rewards have no equivalent cash value until such time as they are paid to the accountholder's Account at the end of the calendar year.

#### FORFEITURE OF CASH REWARDS

1. In addition to any other grounds set forth in these Terms and Conditions, Cash Rewards for any billing cycle will be forfeited:

a. If the amount of eligible "Net Purchases" upon which the Cash Rewards was calculated is subsequently adjusted or reduced, including, but not limited to, when a purchase is returned to the merchant, in which case your Cash Rewards will be adjusted or reduced by the corresponding amount; or

b. If the Card is currently reported lost or stolen as of the close of the billing cycle.

2. In addition to any other grounds set forth in these Terms and Conditions, all Cash Rewards earned to date and unpaid will be forfeited:

a. In the event of Cardholder fraud, abuse of the Program privileges, or violation of these terms and Conditions;

b. If the Account is over the credit limit or past due as of the close of any billing cycle.

c. If the Account is closed, suspended or revoked;

d. If the Account is subject to any bankruptcy proceeding;

e. If the Account is placed on "interest prohibited" status;

e. If the Account is closed for any reason by Cardholder or Credit Union; or

f. In the event the Program is terminated in its entirety.

#### RELEASE OF LIABILITY

You agree that neither Sun Pacific Federal Credit Union, The Independent BankersBank, N.A., First Data, nor any of their respective directors, officers, employees, agents, contractors, licensors, or subsidiary or affiliated companies ("Released Parties"), will be liable for any loss or injury arising out of, or caused in whole or in part by, their acts or omissions. You release, discharge, and hold the Released Parties harmless from any and all losses or claims of any nature arising out of or in any way relating to your participation in the Program or the Cash Rewards, including, but not limited to, any claims due to delay, calculation, cancellation, or forfeiture of Cash Rewards. We are not responsible for inaccuracies in Cash Rewards accruals due to computer or software errors, late or incorrect data submissions, or any loss incurred that may arise in connection with the use of these services. We are not responsible for the performance by any third party merchant, service provider or common carrier.