

## **DELTA COMMUNITY CREDIT UNION Reward Points Program Terms and Conditions**

### **I. Description of the Program**

- A. The Rewards Points Program ("Program") is a service provided by Delta Community Credit Union ("Delta Community") and managed by ampliFI Loyalty Solutions ("Administrator").
- B. Participation in the Program is exclusive to Members of Delta Community who have an open rewards-participating Debit and/or Credit Card issued by Delta Community which is registered and/or enrolled in the Program ("Rewards Card"). These individuals must be registered and/or enrolled in the Program to be defined as "Primary Participants". Joint account owners and Authorized Users that are issued Rewards Cards under a Primary Participant's membership, act as contributors to the Primary Participant's points balance ("Points Bank").
- C. The Program is void where prohibited by federal, state, or local law.
- D. Delta Community and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- E. Delta Community and the Administrator reserve the right to change the terms and conditions as well as the Points required for a reward within the Program. At Delta Community's option, redemption of Points may be restricted, limited, expired or cancelled at any time without prior notice.
- F. Your continued use of one of these eligible Rewards Cards constitutes your acceptance of these Program Terms and Conditions ("Program Rules") and any future Program Rule changes.
- G. The Program's Privacy Policy is available at the Program's website on the bottom of each page.
- H. Delta Community and the Administrator reserve the right to verify and adjust Points, alter, change, or terminate the Program, or any member's participation in the Program, at any time, for any reason without prior notice. Upon cancellation of participation in the Program, whether voluntary or involuntary, any Points earned and not redeemed will be forfeited and no refund for paid enrollment fees will be given. You may be able to re-enroll in the Program at any time after the fifth business day following the open date of any participating Rewards Card, and start earning Points again with a zero (0) Point Bank balance.
- I. Delta Community shall not be deemed to have waived any of its rights or remedies herein unless such waiver is in writing and signed by an officer of Delta Community. No delay or omission on the part of Delta Community in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.
- J. These Program Rules shall be governed by and construed in accordance with the laws of the State of Georgia without reference to any conflicts of law principles thereof. With respect to individual consumers, any dispute, difference, controversy or claim arising out of or relating to this agreement, the Program Rules shall be settled by binding arbitration pursuant to the arbitration provision contained in the Membership/Savings Services Disclosures and Agreements unless you have opted out.
- K. Questions as to conflicts in Program Rules will be decided at the sole discretion of Delta Community.

### **II. Enrollment**

- A. Reward Points ("Points") cannot be earned until the Primary Participant is enrolled in the Program. Retroactive credit will not be given.
- B. All eligible cards except for Consumer Debit Cards will be automatically enrolled in the Program. Health Savings Account (HSA) Debit Cards and Automated Teller Machine (ATM) cards do not participate in the Program and are not eligible to earn Points.
- C. For Consumer Debit Cards, the Primary Participant must enroll in the Program by logging in to Online Banking and completing the enrollment process found by selecting Reward Points under the Additional Services tab. Point Bank access may take up to five (5) business days after the Primary Participant receives their card(s) and enrolls in the Program.
- D. It is important to maintain a current email with Delta Community to ensure you receive your Points statements, redemption confirmations and other important account notifications via email.

### III. Eligibility

- A. Eligibility and/or certain reward redemption options in the Program may be restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- B. To earn and redeem Points and remain enrolled in the Program, your Delta Community account relationship must be in good standing. This means you cannot be in excess of the approved credit line on your Credit Card, be past due on any loan with Delta Community, or have at any time during your membership with Delta Community had a loan or share balance charged off. This may result in the cancellation of your participation in the Program. Provided your account relationship remains consistently in good standing, enrollment in the Program will automatically be renewed each year, unless one of the negative conditions above is met. As a Primary Participant, you will have access to your Point Bank balance information. All Rewards Cards associated with the Primary Participant's Delta Community account(s) will be enrolled as point-earning cards. Consumer Debit Cards will require manual enrollment. No annually recurring enrollment fees apply.
- C. Delta Community may cancel a Primary Participant's participation in the Program: (a) if there is not an open, eligible Rewards Card connected to the Points Bank for the previous 90 days; or (b) upon the death of the Primary Participant.
- D. 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), Delta Community reserves the right to cancel Primary Participant's participation in the Program.

### IV. Earning Points

- A. Points are considered earned when they are posted to the Primary Participant's Points Bank. This means your Points will be applied based on the post date of your transaction, which may be different from the date the transaction was completed. Point Banks will be updated daily. Points may take up to five (5) days to be posted following a qualifying purchase. Primary Participants will receive quarterly electronic statements. Should a Primary Participant opt out of receiving emails from Delta Community, they may no longer receive a Reward Points statement.
- B. Primary Participants will earn Reward Points for qualified transactions made at participating merchants using their Rewards Card.
- C. Points will be accumulated at the rate of:
  - 1. One (1) Point per every three (\$3) dollars charged to an enrolled Visa® Debit Card in a signature-based transaction. (PIN-based transactions are not qualified transactions and do not earn Points.) If merchant elects to process a signature-based or non-PIN transaction as a PIN-based transaction, the transaction will not earn Points.
  - 2. One (1) point per every one (\$1) dollar charged to Visa® Platinum, Business Platinum, and Young Adult Credit Cards.
  - 3. Secured Credit Cards are not eligible to earn reward points as of January 1, 2021.
  - 4. Points accumulated for other banking relationships, products or services are determined at the sole discretion of Delta Community.
- D. No Points are earned for purchases on Rewards Cards for the following non-qualified transactions: traveler's checks, balance transfers, payments, interest or service charges, cash advances or ATM withdrawals.
- E. In the event there is a discrepancy between the Point earnings ratios stated in these Program Rules and any messages, marketing offers or promotions, and this discrepancy results in a lesser amount of Points being earned than offered in the marketing offer or promotion, the Point earnings ratio defined in these terms and conditions will apply. Questions as to what constitutes a qualifying transaction, as well as any exceptions, are at the sole discretion of Delta Community. Points do not have cash value, are not transferable and cannot be used as payment for obligations owed to Delta Community.
- F. Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card(s) during each day. Net purchases are rounded to the nearest 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.
- G. Points may not be combined with any other frequency or reward programs.
- H. **Card Linked Offer Points (AMPRE)**
  - 1. Primary Participants can earn additional Points from participating merchants when using their Rewards Card for purchases at participating AMPRE merchants ("Participating Merchants"), both

online and in-store. Point earnings will vary based upon the merchant. Each merchant's Point earnings 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.

2. Primary Participants 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 Primary Participant'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 Program account. You acknowledge that any such determination by the Program will be final and binding.
  3. 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.
  4. Participating Merchants may have agreed to pay the Program certain operating or marketing fees when participants purchase goods or services using their Rewards 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 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.
  5. 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 these Program Rules, any applicable laws, rules or regulations, and the terms of any Participating Merchant offers.
  6. All AMPRE correspondence and notices are sent electronically to your email address on file with Delta Community. You agree to receive all future AMPRE correspondence and notices electronically to that email address. Email is the primary method for contacting Primary Participants regarding their participation in the Program. It is the Primary Participant's responsibility to update or change the email address on file. This can be done on the Delta Community website within Online Banking, or by calling 800-544-3328.
  7. 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.
- I. **Bonus Reward Points Programs**
1. Periodically, Delta Community may offer bonus Points through special promotions, including but not limited to bonus Points for Net Purchases in specific categories made during a promotional

- period (or the date on which you sign up, whichever is later). Balance transfers, cash advances, returned items, payments, deposits, fees and interest are not eligible.
2. The maximum allowable Points earned for each promotional quarter is 3,000. Participants may not be eligible to participate in multiple Reward Points promotions at the same time based on the terms of specific offers. After the end of the promotional period, please allow 2-4 weeks for bonus Points to post to your account.
  3. Delta Community does not determine how merchants are classified; merchants self-select the category in which they are identified, which is typically based on their primary line of business. Please note that some merchants may be owned by other companies and transactions may not be counted in the category you expect.
  4. Delta Community reserves the right to determine which purchases qualify for these programs.
  5. Delta Community reserves the right to cancel any bonus point promotions that we may offer.
- J. If a Primary Participant has more than one (1) Rewards Card tied to their Delta Community Membership, then the Points earned from each card will automatically be pooled together into one available Points Bank balance. Rewards Cards issued to Joint owners or Authorized Users under a Primary Participant's Membership will be automatically pooled together into one available Points Bank balance for that Membership.
  - K. Delta Community reserves the right to award bonus Points to selected Primary Participants for any activity or condition it decides.
  - L. Points are not the property of the Primary Participant, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter) except in the discretion of Delta Community.
  - M. Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the year, three (3) years after the date of issuance.
  - N. Delta Community and the Administrator shall have no liability for disagreements between Primary Participants regarding Points. Delta Community's decisions regarding Point discrepancies shall be final.

## V. Redeeming Points

- A. To redeem Points, follow the instructions below, visit the Program's website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.
- B. To be eligible to redeem Points, the Primary Participant's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the Rewards Card(s) cannot have any other status preventing authorizations.
- C. To redeem Points, the Primary Participant must maintain a valid email address on file with Delta Community.
- D. Points are deducted from the Primary Participant's Point Bank balance as soon as they are redeemed.
- E. Redemptions are subject to point availability and other requirements contained in these Program Rules.
- F. Points must be redeemed by the Primary Participant, but can be used to provide a reward for another person of their choice.
- G. The Primary Participant agrees to release Delta Community and Administrator, and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by the Primary Participant, associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without the Primary Participant, in connection with the receipt, ownership, or use of any reward. Neither Delta Community nor the Administrator shall be responsible for any loss, expense, accident, injury or inconvenience that may arise in connection with the use of the Program. Neither Delta Community nor the Administrator shall be responsible for any late fees, direct, indirect or consequential damages arising from the use or maintenance of the Program. The Program is provided "as is" without any warranty of any kind, either expressed or implied, including but not limited to the implied warranties of fitness for a particular purpose or warranties of merchantability. The Administrator and Delta Community shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- H. The Primary Participant is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- I. There are no refunds, exchanges, replacements or conversions for currency, credit, other Points or rewards for no-shows or unused portions of rewards.
- J. Delta Community, Administrator, and partners are not responsible for rewards or correspondence lost or delayed due to U.S. Postal Service Mail delivery or other common carriers. All redemptions are final.
- K. For redemptions, inquiries and updates, Primary Participants may:
  1. Log in to Online Banking and follow the below steps:
    - a) Place your cursor on the **Additional Services** tab,
    - b) Click on **Reward Points**,

- c) Click on **Shop and Redeem** (Membership Options),
  - d) Click on **Login**, (Accessing the Delta Community Online Redemption Website)
  - e) Click on **Continue** (Warning About Third-Party Sites)
2. Call 877-335-8297 to speak to a Program customer service representative.
- L. Delta Community or the Administrator may change or terminate participating merchants, withdraw, limit, modify or cancel any reward, add an unlimited number of blackout dates, change the number of Points earned for purchases made on any eligible Rewards Card or change the number of Points required for any reward. While we reserve the right to change the Program at any time with no advance notice, we will endeavor to provide advance notice whenever possible.

## VI. 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.

1. Travel reservations (including air, hotel, car rental and cruise) are subject to the rules of each supplier ("Supplier") on your itinerary. The information and descriptions given about the Suppliers are believed to be accurate, but Administrator and Delta Community make no warranty or representation regarding the information and descriptions.
2. All travel must be redeemed through Administrator's fully licensed redemption reservation center or website. Primary Participants must have an open eligible Rewards Card at the time of redemption.
3. 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.
4. Lost, stolen or otherwise destroyed airline tickets will not be replaced without the Primary Participant paying the standard fees charged by each airline.
5. Primary Participants may make additional travel reservations with the Administrator's travel department or website using their Rewards Card.
6. 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 Primary Participant 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 their 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.
7. Paper airline tickets are subject to the individual airline paper ticket fees.
8. If a paper ticket is issued, the Primary Participant has two options for delivery. The Primary Participant 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.
9. The Primary Participant 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 Program.
10. Administrator's normal and customary fees associated with processing travel-related services are billed to the Primary Participant's Rewards Card.
11. Delta Community and Administrator are not responsible for the performance by the airlines of the ticketed transportation, or for any lost or damaged luggage. All reservations are made subject to the conditions of airlines, supplier 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.
12. 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. Additional identification such as a Passport, Visa and certain health requirements may be required for travel outside the United States. It is your responsibility to obtain proper travel identification and satisfy all requirements for the destination. Carriers cannot board any passenger who fails to carry required documents.
13. Primary Participants may redeem Points for a single lowest published airfare as follows:
  - a) Each free ticket must be ordered through Administrator
  - b) All free tickets must be for round-trip travel on the same airlines or code share airline.
  - c) En-route stopovers are not permitted unless they are to make direct connections.
  - d) Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.

- e) Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this these Terms and Conditions are met.
- f) Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.

## **VII. Non-Travel Rewards**

### **A. Merchandise**

1. When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Primary Participants 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.
2. 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.
3. No shipments of merchandise can be made to APO/FPO or PO Box addresses.
4. 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 Primary Participant's rewards card.
5. 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. Information is accurate to the very best of our knowledge. Delta Community and the Administrator are not responsible for errors or omissions.
6. The number of Points required for reward items are subject to change.
7. Primary Participants may exchange merchandise only in the event of merchandise defects or damage 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 Primary Participants 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.
8. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

### **B. Gift Cards/Certificates and eGift Cards/Gift Codes**

1. Points may be redeemed for physical gift cards/certificates or eGift cards/gift codes from select merchants. Most physical gift cards and certificates 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.
2. Physical gift cards/certificates and eGift cards/gift codes cannot be returned, and are not redeemable for cash or credit.
3. Protect your eGift cards/gift codes like cash. They are active and can be used immediately by anyone with access to your code. Lost or stolen eGift cards/gift codes will not be replaced, including codes sent to an incorrect email address.
4. At check out, you will need to supply your email address. To ensure delivery of your eGift Card confirmation email, please take a moment to add gc@vcdelivery.com to your address book or safe list. You will receive an email containing a link to your eGift card within 72 hours. The email will come with instructions on how to access your eGift card and how to redeem at the participating retailer or merchant.
5. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card or certificate are the responsibility of the Primary Participant 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 Primary Participant's expense.
6. Gift cards, certificates, and codes may also be subject to other restrictions imposed by the merchant. Gift cards, certificates, and codes purchased to provide services are subject to the terms and conditions of the vendor providing the services.
7. Additional terms and conditions may be specified on the gift card or certificate.

8. If a merchant declares bankruptcy, Delta Community and Administrator are not liable for the underlying funds on the gift card or certificate.
  9. Once the gift card or certificate is redeemed and/or used, it is not returnable, exchangeable or replaceable.
  10. Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. If a gift card or certificate is lost or stolen the Primary Participant should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen gift cards or certificates.
  11. If gift cards or certificates have been ordered and not received by the Primary Participant, they must notify the Administrator using the provided customer service number. The Primary Participant 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 or gift certificate.
  12. The Administrator is not responsible if a recipient or Primary Participant defaces, damages or otherwise renders unsuitable for redemption a gift card or certificate that was received from this reward site.
- C. **Cash Back Rewards.** A minimum of 2,500 Points is required to receive a cash redemption. Cash redemptions will be deposited into the Primary Participant's primary Savings Account, and may take up to 10 business days for processing. All cash redemptions are final.
- D. **Charitable Donations.**
1. Points can be redeemed for CharityChoice donation gift cards. You may designate the funds for up to three charities of your choice, exclusively from the online list of over 250 major charities and many local causes, totaling over 1000 in all. Follow the easy instructions on the back of the card to donate the funds. All donations will be disbursed to the charity on a quarterly basis.
  2. The list of charities participating in the Program is subject to change. Any charity's participation may be discontinued at any time without notice.
  3. Primary Participants should consult with their own tax advisor regarding the deductibility of charitable donations.
  4. The Points used for a charitable donation will be deducted from the Points Bank and cannot be further redeemed by the Primary Participant in the future.
  5. Primary Participant acknowledges that their decision to donate Points to a participating charity and their selection of a charity is their own sole and exclusive decision.

## VIII. Contact Information

- A. For questions, concerns or complaints, please contact the Administrator's customer service center at 877-335-8297. This is also the number to call to place redemptions or to check on existing redemptions. You should expect a resolution to all inquiries within 3 business days.
- B. The Administrator's customer service center IVR and/or voicemail system is open 24 hours / 7 days a week. After-hours voicemail messages will be returned the following business day. Customer service specialists are available Monday through Friday from 8am to 11pm ET, weekends from 8am to 8pm ET. Customer service specialists are not available on New Year's Day, Easter, Memorial Day, Thanksgiving, and Christmas.
- C. The travel redemption center is available Monday through Friday from 9am to 10pm ET, weekends from 9am to 5pm ET. Closed New Year's Day, Easter, Memorial Day, Thanksgiving and Christmas.
- D. To contact Delta Community call 800-544-3328.
- E. Delta Community's website is [www.DeltaCommunityCU.com](http://www.DeltaCommunityCU.com).