



# BANK OF THE WEST CASH BACK REWARDS PROGRAM AGREEMENT FOR CREDIT CARD ACCOUNTS

## Important information about the program and this agreement

- This document describes how the Cash Back Rewards Program works and is an agreement between you and Bank of the West. By using the Cash Back Rewards credit card you agree to the terms and conditions in this document. Please review this document and keep it for your reference, along with your Cardholder Agreement. In this document, the following definitions apply:
  - a. "Account" means the eligible Bank of the West credit card account, or any replacement thereof, enrolled in the Bank of the West Cash Back Rewards Program (the "Program").
  - b. "Bank" means Bank of the West.
  - c. "Good Standing" means the Account is not closed, cancelled or terminated by either party, revoked, or charged-off.
  - d. "Terms" means the terms and conditions in this document for the Bank of the West Cash Back Rewards Program.
  - e. "You" or "Your" refers to the holder of an Account.

## How to Earn Cash Back Rewards

- You will receive Cash Back Rewards for purchases using your Account, minus returns, and refunds as follows:
  - a. 1% Cash Back on all purchases except as set forth below.
  - b. 3% Cash Back (consisting of 2% additional Cash Back and 1% Base Cash Back) on eligible gas purchases for the first **\$1,500.00** in purchases made each calendar quarter. Once the \$1,500.00 quarterly limit is reached, you will only receive 1% Cash Back for eligible gas purchases. Eligible merchants for gas purchases include eligible service stations and automated fuel dispensers.
    - Non Qualifying Purchases include:** Purchases made at merchants whose primary line of business is not the sale of automotive gasoline or fuel, like superstores, supermarkets, and truck stops will only earn 1% Cash Back.
  - c. 3% Total Cash Back (consisting of 2% additional Cash Back and 1% Base Cash Back) on eligible grocery and dining purchases.
    - i. **Grocery:** Eligible merchants for grocery purchases include grocery stores/supermarkets, freezer/meat ep,

miscellaneous food stores, bakeries, and candy/nut/confection stores.

-**Non Qualifying Purchases include:** Purchases made at larger stores that sell a wide variety of goods, such as warehouse clubs, and some smaller merchants such as drugstores will only earn 1% Cash Back.

II. **Dining:** Eligible merchant for dining purchases include restaurants, bars, lounges, and fast food restaurants.

-**Non Qualifying Purchases include:** Purchases made at certain restaurants/cafes inside department stores, grocery or warehouse clubs will only earn 1% Cash Back

- Please note, merchants accepting Mastercard have self-selected their merchant category code based on their primary line of business. Bank is not responsible for how the merchants are classified. There is a possibility that a merchant might be classified differently than you expect. For example, a restaurant located within a large retail outlet may not be assigned a restaurant merchant code, but rather a retail code. This means the purchase would only be eligible for 1% Base Cash Back, and would not qualify for the 2% Bonus Cash Back on dining purchases.

## What is an Eligible Purchase?

An eligible purchase is any lawful purchase to buy or lease goods or services other than:

- a. Balance transfers and cash advances including convenience checks and traveler's checks, money orders and other cash equivalents such as gift cards.
- b. Account fees or charges, returned check charges, or interest charges.
- c. Lottery tickets or gambling charges.

## Returns

Returned items may result in credits being applied to your Account which may reduce or eliminate accumulated Cash Back Rewards, and may result in a negative Cash Back Rewards balance. If your Account has a negative Cash Back Rewards balance, any newly received Cash Back Rewards will be used to offset such negative Cash Back Rewards balance until such balance has been brought to zero.

## Redeeming Cash Back Rewards

Earn Cash Back Rewards which may then be redeemed for cash back.

### When Can You Redeem Your Cash Back Rewards:

- Cash Back Rewards can only be redeemed if your Account is in Good Standing.
- You must have enough Cash Back Rewards for a minimum of \$25 in order to redeem. Redemptions are made in increments of \$25 to be applied as a statement credit or a direct deposit to a checking or savings account of your choice.
- You can visit [www.bankofthwest.com](http://www.bankofthwest.com) or refer to your monthly credit card statement to see how many Cash Back Rewards you have earned.

### How You Can Redeem Your Cash Back Rewards:

- You may redeem your earned Cash Back Rewards by submitting a request online at [www.bankofthwest.com](http://www.bankofthwest.com).
- You can also request a statement credit redemption by contacting the Rewards Department at 866-791-4106, TTY 800-659-5495.

### Redemption Methods:

#### ELECTRONIC DEPOSIT

- Cash Back Rewards can be redeemed as a direct deposit into a checking or savings account of your choice. You must be an owner on the checking or savings account, the account must be able to accept deposits.
- If an electronic transfer is rejected, Cash Back Rewards will automatically be credited back to your rewards account.

#### STATEMENT CREDIT

- Cash Back Rewards can be redeemed as a credit card statement credit.
- Statement credit redemptions may reduce your Account balance, but cannot be applied toward any minimum payments. You are still responsible for paying your minimum monthly payment.
- If your Account is closed upon your request or by Bank before the statement credit redemption posts to your Account, all Cash Back Rewards are forfeited (except that Cash Back Rewards will be credited to a new Account if your card has been lost or stolen).

### What You Need To Know About Redemptions:

- Cash Back Reward are deducted on the date you request your redemption. Redemptions may not be applied to your checking or savings account or credit card account for up to 10 business days.
- Returned purchases, reversed transactions, refunds, credits, or chargebacks will reduce Cash Back Rewards you previously received. You may incur a negative Cash Back Rewards balance. Bank may offset a negative Cash Back Rewards balance with future Cash Back Rewards.
- Authorized users on the Account may not redeem Cash Back Rewards.

## Expiration, Suspension or Forfeiture of Cash Back Rewards

- Your Cash Back Rewards do not expire as long as your Account is in Good Standing.
- If your Account is restored to Good Standing before the Account is closed, you will again be eligible to redeem Cash Back Rewards. It may take 3-5 business days to bring the Account into Good Standing after Bank receives payment. Bank reserves the right to suspend your participation in the Program and the accrual of additional Cash Back Rewards until the Account is in Good Standing.
- If you voluntarily close the Account or Bank closes the Account for any reason whether or not the Account is in Good Standing at the time of closure, all Cash Back Rewards will be immediately and irrevocably forfeited.

## Changes to or Cancellation of the Program

- This Program may be modified, suspended, or cancelled at any time. These Terms may be added to, deleted from or otherwise amended at any time. Changes to the Program may include, but are not limited to, modifications which affect Cash Back Rewards accrual and the expiration of Cash Back Rewards. All notices pertinent to this Program or these Terms may be sent by mail to the last address for you shown in Bank's records or sent to you by email at the email address on file with Bank. Your continued participation in the Program after the effective date of any notice of change shall constitute your agreement to the amended Program or Terms. Any notice provided to you will be deemed received by you no later than the earlier of the date received or within five days from the date sent or posted.
- Bank may discontinue your participation in the Program if you or someone else uses your Account in any way that violates the Rewards guide or your Cardholder Agreement.

## Other Important Information

- Despite the Program's best efforts to ensure accuracy, printing errors occasionally occur. Bank reserves the right to correct such errors at any time even if the correction affects a pending claim of Cash Back Rewards.
- Cash Back Rewards have no cash or any other value until paid out and may not be used to repay other obligations to Bank or anyone else. You have no property rights or other legal interests in the Cash Back Rewards accrued through the Program. Cash Back Rewards may not be transferred (including transfer upon death or as part of a domestic relations matter), assigned, bought, or sold.
- Bank may assign Bank's rights and obligations under this agreement to a third party, who will then be entitled to any of Bank's rights assigned to them.
- All Cash Back Rewards are subject to verification and confirmation by Bank. Bank's decisions regarding Cash Back Rewards and related disputes shall be final.
- If you voluntarily close your Account or Bank closes your Account (for any reason permitted by the Cardholder Agreement), all unused Cash Back Rewards will be immediately and irrevocably forfeited.
- All Cash Back Rewards are non-negotiable and cannot be redeemed for any benefit except those designed by Bank.

## Your Liability

You release and agree to hold Bank, its officers, employees, agents and service providers, harmless in connection with any injuries and damages of every kind and nature arising in connection with or as a result of your claiming and redeeming Cash Back Rewards.