

Definitions

1.
 - a. "Account" means the eligible Bank of the West Cash Back World credit card(s), or any replacement thereof, enrolled in the Bank of the West Cash Back Rewards Program ("Program").
 - b. "Bank" means Bank of the West.
 - c. "Good Standing" means the Account is not closed, cancelled or terminated by either party, credit revoked, bankrupt, or charged-off.
 - d. "Rules" means the Bank of the West Cash Back Rewards Program rules.
 - e. "You" or "Your" refers to the holder(s) of an Account.

Cash Back Rewards on Purchases

2. You will receive Cash Back Rewards for purchases using your Account, minus returns and refunds, as follows:
 - a. 1% Base Cash Back on all purchases
 - b. 3% Total Cash Back (consisting of 2% Bonus Cash Back and 1% Base Cash Back) on eligible gas for the first **\$1,500** purchases made each calendar quarter. Once the \$1,500 quarterly limit is reached, you will receive the 1% Base Cash Back for gas purchases. Eligible merchants for gas purchases include:
 - i. Gas: representing service stations and automated fuel dispensers
 - **Certain Non-Qualifying Purchases.** Purchase made at merchants whose primary line of business is not the sale of automotive gasoline or fuel, like superstores, supermarkets and truck stops will not earn the 2% Bonus Cash Back
 - c. 3% Total Cash Back (consisting of 2% Bonus Cash Back and 1% Base Cash Back) on eligible grocery and dining purchases. Eligible merchants for grocery and dining purchases include:
 - i. Groceries: representing grocery stores/supermarkets, freezer/meat provisioner, miscellaneous food stores, bakeries, and candy/nut/confection stores
 - **Certain Non-Qualifying Purchases.** Purchase made at larger stores that sell a wide variety of goods, such as warehouse clubs, and some smaller merchants such as drugstores will not earn the 2% Bonus Cash Back
 - ii. Dining: representing eating place restaurants, bars, lounges and fast food restaurants
 - **Certain Non-Qualifying Purchases.** Purchase made at certain restaurants/cafes inside department stores, grocery or warehouse clubs will not earn the 2% Bonus Cash Back

Merchant Classification

3. Please note, merchants accepting MasterCard or Visa cards self-select a merchant category code based on their primary line of business. Bank is not involved or responsible for how merchants are classified. There is a possibility that a merchant might be classified differently than what you expect. In that case, purchases with that merchant will not qualify for the cash back rate specified for that merchant category. Bank reserves the right to determine which purchases qualify for a given rate. For example, a restaurant located within a large retail outlet may not be assigned a "restaurant" code, but rather a "retailer" code. This means that even though you made a purchase at that restaurant, you won't receive the 2% Bonus Cash Back for dining purchases, but would still receive the 1% Base Cash Back.

Non-Qualified Purchase

4. The following types of transactions do not qualify as purchases under the rules:
 - a. Balance transfers
 - b. Cash advances
 - c. Convenience checks
 - d. Interest charges
 - e. Any Account fees
 - f. Items returned for credit

Returns

5. Returned items may result in credits being applied to your Account which will reduce or may 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 Account Cash Back Rewards

6. Your Cash Back Rewards are paid out automatically each quarter in the form of a statement credit to your Account. Quarterly payout is scheduled on January 1st, April 1st, July 1st and October 1st of each calendar year. It may take up to 5 business days for the statement credit to post to your Account. You will not receive a statement credit if your Cash Back Rewards is less than \$0.01 at the time of the payout. Cash Back payout will only be applied to an Account in good standing at the time of payout. Cash Back payout shall be summed and issued in U.S. dollars only.

Account Closure

7. If your Account is closed, cancelled or terminated by either party, you will no longer be able to receive any Cash Back Rewards, and you will forfeit any accumulated Cash Back Rewards. Your Account must be in Good Standing at the time of the Cash Back payout date. The Bank reserves the right to suspend your participation in the Program.

Value of Cash Back Rewards

8. Cash Back Rewards have no cash or any other value until it is paid out as a statement credit to your Account.

Printing Errors

9. Despite the Program's best efforts to ensure accuracy, printing errors occasionally occur. The Bank reserves the right to correct such errors at any time.

Cash Back Program Modifications

10. This program may be modified, suspended or cancelled at any time. These Rules may be added to, deleted from or otherwise amended at any time upon such notice as is required by law. All notices pertinent to this Program or the Rules may be sent by mail addressed to the last address shown in our records for you or sent to you by email at the email address on file with us.

About These Rules

11. The Bank shall resolve all questions of what constitutes an eligible charge. All Program Rules as determined by the Bank are final. By using the card enrolled in this Program, you agree these Program Rules, as amended from time to time, will govern the Bank of the West Cash Back Rewards Program. You may access the latest Rules for the Program at www.bankofthewest.com.