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## Citadel Business Rewards Mastercard Program Terms & Conditions

### Effective Date: December 1, 2019

If you have a Citadel Business Rewards Mastercard®, you agree to the following terms and conditions of the Citadel Business Mastercard Rewards Program offered in association with your credit card.

### Definitions

- “Account” refers to your Citadel credit card account.
- “Administrator” means Mastercard, the operator and administrator of the Program and its subcontractors.
- “Eligible Card” refers to the Citadel Business Rewards Mastercard®.
- “Citadel” or “We” refers to Citadel Federal Credit Union.
- “Program” or “Citadel Business Rewards Mastercard Program” means the program that allows Participants to earn and redeem points for rewards.
- “Rewards Points Account” means the account where we track points earned by the Participant.
- “You,” “Your,” or “Participant” means the individual(s) who is using the credit card to obtain points that qualify for rewards.

### Eligibility

1. Eligibility is restricted to Participants with an eligible, active Account.
2. Citadel reserves the right to cancel or temporarily suspend the Program at any time without advance notice, which may result in the cancellation of outstanding points. Citadel has the right to change the Program without advance notice to You.
3. Citadel and the Administrator each have the right to monitor all Rewards Point Account activity. Citadel and the Administrator each reserves the right to cancel any Program membership 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 any instrument exchangeable for points. If You have conducted any fraudulent activity, Administrator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Administrator or Citadel, including litigation costs and damages and You will not be allowed to participate in the Program in the future.
4. The terms of this Program are void where prohibited by law.
5. Citadel may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

## **Point Accrual**

1. You will earn points for every qualifying net credit card purchase (purchases less returns) as designated by Citadel. We determine the points earning rate for all transactions and when points begin to accrue. No retroactive points will accrue. Point value earnings are dependent upon the card being utilized and are outlined below:
  - a. Business: 1.5 points for every \$1 in net credit card purchases; 2 points for every \$1 spent for gas & office supplies.
2. Returns are subject to the return policy of the retailer from which You made your purchase. If You return or cancel an item, points are also reversed from that sale.
3. Transactions from lost, canceled, or stolen credit cards, or fraudulent purchases, will not earn points.
4. Participants will not earn points if the Account has been closed, whether closed by Participant or Citadel. Once the Account is closed, points will not be credited, and points will be immediately forfeited and cannot be redeemed. Citadel will determine what constitutes a closed Account.
5. The Program is based on net purchases only and does not include cash advances or balance transfers. It also does not include any fees posted to Your Account, including (but not limited to) late fees, over limit fees, and finance charges.
6. As long as Your Account is open and active, You can earn unlimited Points with point expiration designated by Citadel.
7. Points earned during a calendar month are posted to Your Reward Points Account by the 15th of the following month. Qualifying purchases that have not been cleared or posted to Your Reward Points Account are not eligible for redemption.
8. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
9. Point balances are available for viewing online via Citadel Online and mobile banking. You may also call 800-314-8531 to obtain Your points balance.
10. Points can be transferred from one Rewards Point Account to another Rewards Point Account.
11. Points from multiple Accounts may be pooled together at Citadel's discretion.
12. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
13. You are responsible for any personal tax liability that may be related to participation in the Program.
14. If Your Rewards Point Account does not represent the correct number of points that You should have been awarded, Administrator or Citadel reserve the right to adjust Your point balance. If You have been awarded points in error or if You believe Your Rewards Point Account has been the subject of any suspicious activity, please contact Citadel immediately using the "Contact Us" feature of the Program website.
15. If You believe that You have made purchases that should have resulted in the addition of Rewards to Your accumulated Rewards balance, and You see that the Rewards have not been reflected within thirty (30) days of Your purchase (date the charge appears on Your credit card statement), please contact us within ninety days of the date of such purchase and we will investigate the situation. (If You wait longer than ninety (90) days, Your ability to claim the Rewards will be considered waived).

## **Transaction Exclusions**

Credit cards shall not earn Rewards for the transactions identified below:

1. Betting including lottery, gaming, chips, track wagers
2. Financial Institutions – Manual cash disbursements
3. Financial Institutions – Automated cash disbursements
4. Money Transfer Agent/Wire Transfers
5. Non-Financial Institution – Foreign Currency/Quasi-Cash
6. Tax Payments
7. Truck Stop Transactions

### **Redeeming Points**

1. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. Cashback points redemption for a statement credit will be credited back to Your Citadel account.
4. All points must be redeemed using the Program website.
5. If You have questions about the Program, those questions can be sent to the Administrator by using the “Contact Us” feature of the Program website.
6. Points will be redeemable only if Your Rewards Points Account is open and in good standing.
7. The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation: baggage charges, departure taxes, or other charges that may have been assessed by government entities.
8. Citadel reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
9. Citadel, the Administrator, and its suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
10. Citadel reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.

### **Liability**

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Administrator has no control over, or liability for, any use of such information by those third parties.
2. The Administrator has no liability for disagreements regarding points. Citadel’s decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. THE ADMINISTRATOR NOR THE SUPPLIERS OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, “PROVIDERS”) MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR

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5. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICE ON THIS SITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE.
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7. THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
8. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
9. You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorney's fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, REWARDS POINT ACCOUNT, or OTHER Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
10. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
11. The Program and these Terms and Conditions are subject to the laws of the State of Pennsylvania, without any reference to its choice of law provisions.