

# Rewards program terms and conditions



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## 1.0. Rewards program terms and conditions

### 1.1. General

These Rewards Program Terms and Conditions (the “Rewards Program Agreement”) govern TIAA Bank’s credit card rewards program, which includes the Points Rewards Program (the “Points Program”) and the Cash Back Rewards Program (the “Cash Back Program”) (collectively, the “Rewards Program”) and is administered by FIS through its ScoreCard® Rewards service. The Rewards Program enables a Participant to enroll in either the Points Program or the Cash Back Program, but not both, for each Card Account. The Participant will earn either Points in the Points Program or Cash Back Credit in the Cash Back Program, when using his/her Card to make Eligible Purchases. Not all purchases or amounts charged to a Participant’s Card will be deemed an Eligible Purchase, as further explained below. The Participant can then redeem earned Points or Cash Back Credit for Rewards made available through Reward Providers on the ScoreCard Rewards website (TIAABank.com/rewards).

If you enroll in the Rewards Program, this Rewards Program Agreement is incorporated into and part of the Cardholder Agreement governing your Card Account, and you agree to be bound by the terms of this Rewards Program Agreement, and any subsequent amendments thereto. If a discrepancy or inconsistency is determined to exist between the terms, conditions and other provisions of this Rewards Program Agreement and the terms, conditions and other provisions of the Cardholder Agreement, then this Rewards Program Agreement shall control with respect to the Rewards Program, but only to the extent necessary to address the discrepancy or inconsistency.

TIAA, FSB (“TIAA Bank”) and FIS are not affiliates. TIAA Bank issues and administers all Cards and the associated Card Accounts, which may be subject to fees and charges in accordance with the applicable Cardholder Agreement. FIS manages and administers the Rewards Program. TIAA Bank is not responsible for managing or administering the Rewards Program, or providing services under the Rewards Program. TIAA Bank will not be responsible for errors or omissions in any Rewards Program documents.

The foregoing is only a broad overview; the details of the Rewards Program are further explained below. Read this Rewards Program Agreement carefully, and keep it with your records regarding your Account.

### 1.2. General terms for the rewards program agreement

#### 1.2.1. Definitions and meanings

**1.2.1.1. “Business”** means any party that opens a Business Account with TIAA Bank.

**1.2.1.2. “Business Day”** means every day except Saturdays, Sundays and federal holidays.

**1.2.1.3. “Card” and “Credit Card”** means the access device issued to you by TIAA Bank for use with the Card Account.

**1.2.1.4. “Card Account”** means the credit card account issued to you by TIAA Bank. If we issue a Card Account for personal, family, or household purposes (a “Consumer Card Account”), it is held by a person or jointly by two or more persons. If we issue a Card Account for business purposes (meaning not for personal, family or household purposes, a “Business Card Account”), it is held by a Business. Except as otherwise stated in this Rewards Program Agreement, when we use the term “Card Account,” we mean both Consumer Card Accounts and Business Card Accounts.

**1.2.1.5. “Cardholder”** means a person that has been issued a Card, including co-applicants on the Card Account and Authorized Users (as defined in your Cardholder Agreement). In the case of Business Card Accounts, the Business will designate certain of its Representatives (as defined in your Cardholder Agreement) as Cardholders.

**1.2.1.6. “Cardholder Agreement”** means the agreement between TIAA Bank and a Cardholder that governs a Cardholder’s use of the Card and his/her access to and use of the Card Account. For Consumer Card Accounts, this means the Credit Card Cardholder Agreement. For Business Card Accounts, this means the Commercial Card Program Agreement, and for each Business Card Account Cardholder, the Commercial Cardholder Agreement.

**1.2.1.7. “Cash Back Credit”** means the numeric figure representing a value of Eligible Purchases which may be redeemed by a Participant for Cash Rebate Rewards in the Cash Back Program. Except as otherwise stated in this Rewards Program Agreement, all references to Cash Back Credit include Bonus Cash Back Credit (as defined in Section 1.4.2 below).

**1.2.1.8. “Cash Rebate Reward(s)”** means a cash rebate that a Participant may acquire in exchange for Cash Back Credit. A Cash Rebate Reward is the only reward available to Participants of the Cash Back Program.

**1.2.1.9. “Eligible Purchase(s)”** means transactions for the purchase of qualifying goods and services, less any credits or adjustments, using your Card and by which Points or Cash Back Credit may be earned. Except as otherwise stated in this Rewards Program Agreement, all references to Eligible Purchases include Eligible Gas, Grocery and Wholesale Club Purchases (as defined in Section 1.4.1.2 below) and Eligible Bonus Purchases (as defined in Section 1.4.2 below). The following transactions are not considered “Eligible Purchases”:

- Cash Advances made through ATM withdrawals, except as otherwise permitted in special promotional offers;
- Balance Transfers or convenience checks, except as otherwise permitted in special promotional offers;
- Any fees and Card-related charges posted to a Card Account, including, without limitation, annual fees, ATM fees, balance transfer fees, cash advance fees, over-the-limit fees, finance charges, foreign currency fees, and other Card Account usage fees as outlined in the applicable Cardholder Agreement or this Rewards Program Agreement;
- Any legal or illegal gaming-related transactions, including, without limitation, the purchase of gambling chips, off-track wagers, or Lottery transactions;
- Any transaction that would violate any federal, state, or local law (“Illegal Transactions”);

- Any municipal, state or federal tax payments made using a Card, other than the amount of sales tax charged on an Eligible Purchase; or
- Any transactions made using a Card that are later disputed by a Cardholder as unauthorized or fraudulent.
- "Quasi-cash transactions" such as using your Card for money orders, traveler's checks, foreign currency, and any other items that serve as cash or are convertible to cash

**1.2.1.10. "Good Standing"** means a Card Account that is not closed, delinquent or otherwise in default under the terms of the applicable Cardholder Agreement and that is otherwise available for use as a payment method.

**1.2.1.11. "Participant"** means a person or Business that has enrolled in the Rewards Program in accordance with the terms of the "Enrollment in the Rewards Program" section below. In the case of (a) Consumer Card Accounts and (b) Business Card Accounts where the Business has elected the Individual Bill Option, a Participant could be any or all Cardholders, as defined above. In the case of Business Card Accounts where the Business has elected the Corporate Bill Option, the Participant is the Business.

**1.2.1.12. "Participating Retailer(s)"** are those retailers identified in ScoreCard's ScoreMore Program, from whom Participants can make Eligible Bonus Purchases to earn Bonus Points or Bonus Cash Back Credit.

**1.2.1.13. "Point(s)"** means a numeric figure representing a value of Eligible Purchases that may be redeemed by a Participant for Rewards in the Points Program. Except as otherwise stated in this Rewards Program Agreement, all references to Points include Bonus Points (as defined in Section 1.4.2 below).

**1.2.1.14. "Reward(s)"** means any items, goods, or services listed in the rewards catalog on the ScoreCard Rewards website that a Participant may acquire in exchange for Points or Cash Back Credit. Except as otherwise stated in this Rewards Program Agreement, all references to Rewards include Cash Rebate Rewards.

**1.2.1.15. "Rewards Account"** means the account that a Participant creates on the ScoreCard Rewards website, where the Participant can access information about their participation in the Rewards Program, including the Participant's current Points or Cash Back Credit balance.

**1.2.1.16. "Reward Provider(s)"** means any entity or individual that provides a Reward, including, without limitation, those listed on the ScoreCard Rewards website, and who are subject to change.

**1.2.1.17. "We," "Us," "Our," or "TIAA Bank"** refer to TIAA, FSB, and its agents, authorized representatives, successors, and assignees.

**1.2.1.18. "You" and "Your"** mean the Participant.

### **1.3. Enrollment in the rewards program**

#### **1.3.1. Consumer card accounts**

A person will enroll in the Rewards Program when applying for a Card Account. During enrollment, the applicant will select either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. For a Card Account held jointly by two or more persons (a "Joint Card Account") and/or having a person designated as an Authorized User, all such persons will be considered Participants in the Rewards Program, will share the same Rewards Account, and will be bound by the terms of this Rewards Program Agreement.

#### **1.3.2. Business card accounts**

Business enrollment in the Rewards Program may be at the individual level or at the corporate level depending on the billing option selected when applying for a Business Card Account. Enrollment can also be accomplished by calling the toll-free number on the back of the Card.

**1.3.2.1. Individual bill option.** If a Business selects the "Individual Bill Option" when applying for a Card Account, then each Cardholder designated by the Business will be issued a sub-account that represents a portion of the total credit limit extended to the Business (a "Sub-Account"), and will receive a periodic statement listing only the transactions made with the Card issued to that Cardholder. In this instance, each Cardholder has the option to enroll in the Rewards Program, selecting either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. Those Cardholders that enroll in the Rewards Program will be considered Participants in the Rewards Program and will each have a separate Rewards Account where they will individually earn and redeem Points or Cash Back Credit under the terms of this Rewards Program Agreement, depending on the program option they selected.

**1.3.2.2. Corporate bill option.** If a Business selects the "Corporate Bill Option" when applying for a Card Account, then the Business will receive a single master periodic statement listing the transactions made by all Cardholders designated by the Business. In this instance, the Business has the option to enroll in the Rewards Program, selecting either the Points Program, where Points may be earned, or the Cash Back Program, where Cash Back Credit may be earned, but not both. If the Business enrolls in the Rewards Program, then the Business will be considered a Participant in the Rewards Program with its own Rewards Account, and it will earn and redeem Points or Cash Back Credit under the terms of this Rewards Program Agreement, depending on the program option it selected.

### **1.4. Earning points and cash back credit in the rewards program**

#### **1.4.1. Earning points and cash back credit other than bonus points and bonus cash back credit**

**1.4.1.1. Business card accounts.** For Business Card Accounts that opt for the Individual Bill Option, each Cardholder Participant will earn either one (1) Point for every one U.S. dollar (\$1) spent on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Points Program, or 1% Cash Back Credit for every one U.S. dollar (\$1) spent on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Cash Back Program. For Business Card Accounts that opt for the Corporate Bill Option, the Business Participant will earn either one (1) Point for every one U.S. dollar (\$1) each designated Cardholder spends on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Points Program, or 1% Cash Back Credit for every one U.S. dollar (\$1) each designated Cardholder spends on Eligible Purchases (other than Eligible Bonus Purchases) using their Card, rounded up or down to the nearest dollar, if enrolled in the Cash Back Program.

**1.4.1.2. Consumer card accounts.** For Consumer Card Accounts, the amount of Points or Cash Back Credit earned by a Participant will be determined by (1) the type of Eligible Purchase being made with the Card, and (2) the dollar value of the Eligible Purchase, as shown in the chart below. The dollar amount of each Eligible Purchase will be rounded up or down to the nearest dollar to determine Points or Cash Back Credit earned.

Type of Purchase*	Points Program	Cash Back Program
Eligible Gas and Grocery Purchase	3 Points/\$1 spent	3% Cash Back Credit/\$1 spent
Eligible Wholesale Club Purchase	2 Points/\$1 spent	2% Cash Back Credit/\$1 spent
All other Eligible Purchases	1 Point/\$1 spent	1% Cash Back Credit/\$1 spent

\* Eligible Gas Purchases are Eligible Purchases made at qualifying gas and fuel merchants whose primary line of business is the sale of automotive gasoline and/or fuel that can be purchased at gas or service stations, boat marinas and fuel dealers. Purchases made at merchants whose primary line of business is not the sale of automotive gasoline or fuel do not qualify. Eligible Grocery Purchases are Eligible Purchases made at qualifying grocery stores, which may include supermarkets, meat lockers, and bakeries. Eligible Wholesale Club Purchases are Eligible Purchases made at qualifying wholesale club stores. Purchases made at superstores and at smaller stores, such as convenience stores and drugstores, where the primary line of business is not the sale of groceries or wholesale club items, do not qualify. Merchants have specific merchant category codes (MCCs) based on that merchant's primary line of business. We group similar MCCs into the above-referenced categories to help you earn the stated Points or Cash Back Credit. You will be awarded the Points or Cash Back Credit stated in the chart in accordance with the MCC that a merchant chooses to classify themselves as.

TIAA Bank makes every effort to include all relevant merchant codes in its rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category. Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.

#### 1.4.2. Earning bonus points and bonus cash back credit through participating retailers

"Bonus Points" and "Bonus Cash Back Credit" are Points and Cash Back Credit a Participant earns by making an Eligible Bonus Purchase. An "Eligible Bonus Purchase" is an Eligible Purchase with the additional conditions that the purchase transaction be made with a Participating Retailer and that it meet all of the conditions or qualifications as described in the offer or promotion listed in ScoreCard's ScoreMore program. As further described below, Eligible Bonus Purchases may take place (1) online via a link to the Participating Retailer's website made available through the ScoreCard's ScoreMore Program or (2) in-store. Unless otherwise stated, all terms of the Rewards Program apply to earning Bonus Points and Bonus Cash Back Credit. Participating Retailers and offers are subject to change, cancellation or removal at any time, without notice, even if such a change impacts your ability to qualify for Bonus Points or Bonus Cash Back Credit. The awarding of Bonus Points or Bonus Cash Back Credit for Eligible Bonus Purchases is subject to the continuing participation of the Participating Retailers which may change at any time, without notice to you. Notwithstanding Section 1.4.1 above, the amount of Bonus Points or Bonus Cash Back Credit awarded for making Eligible Bonus Purchases at Participating Retailers will be specified in ScoreCard's ScoreMore Program. No other offers, coupons or discount codes, other than those offered by ScoreCard's ScoreMore Program, may be used in conjunction with an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit. Once awarded, Bonus Points or Bonus Cash Back Credit will be automatically added to your Points or Cash Back Credit balance in your Rewards Account and will be subject to this Rewards Agreement and the redemption options outlined in Section 1.5. Taxes, fees, and shipping/handling charges are not considered part of an Eligible Bonus Purchase and therefore will not earn you Bonus Points or Bonus Cash Back Credit. Please contact the ScoreCard Rewards program headquarters at 1-800-854-0790 if you do not receive your Bonus Points or Bonus Cash Back Credit for Eligible Bonus Purchases within 30 Business Days. Any ability to claim non-receipt of Bonus Points or Bonus Cash Back Credit for an Eligible Bonus Purchase is considered waived by you if not received within 90 Business Days of the Eligible Bonus Purchase.

**1.4.2.1. Online eligible bonus purchases.** To make an Eligible Bonus Purchase online, you must be signed into your Rewards Account and navigate to the "Online Offers" page of the ScoreMore Program. PLEASE NOTE: You must access the Participating Retailer's website via the "Shop Now" link provided on the ScoreMore Program page and meet any other qualifications as prescribed in the offer in order for the purchase to be deemed an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit. Purchases made by directly navigating to a Participating Retailer's website will not qualify as an Eligible Bonus Purchase for Bonus Points or Bonus Cash Back Credit, although they could qualify for standard Points or Cash Back Credit so long as the purchase is deemed an Eligible Purchase. Bonus Points or Bonus Cash Back Credit is generally awarded within 30 Business Days of the Bonus Eligible Purchase transaction posting; however, some offers may require additional processing time. When making an Eligible Bonus Purchase for travel, the Bonus Points are awarded when the travel is completed.

**1.4.2.2. In-store eligible bonus purchases.** To make an Eligible Bonus Purchase in-store, you must visit a Participating Retailer's store and make a purchase in-store. A list of Participating Retailers that offer Bonus Points or Bonus Cash Back Credit for in-store purchases can be found by logging into your Rewards Account and navigating to the "In-Store Offers" page of the ScoreMore Program. PLEASE NOTE: Some in-store offers are exclusive to specific locations of the Participating Retailer and/or may require you to "activate" the offer online prior to making a purchase in-store. Read the offer details and follow all directions carefully, as prescribed on the ScoreMore Program page, to ensure you meet all conditions and/or qualifications to earn the Bonus Points or Bonus Cash Back Credit. If all conditions are not met, you may still qualify for standard Points or Cash Back Credit so long as the purchase is an Eligible Purchase. Bonus Points or Bonus Cash Back Credit is generally awarded within seven (7) Business Days of the Bonus Eligible Purchase transaction posting; however, some offers may require additional processing time.

#### 1.5. Redeeming points and cash back credit in the rewards program

##### 1.5.1. Redeeming cash back credit for cash rebate rewards

**1.5.1.1. Generally.** Earned Cash Back Credit can only be redeemed for Cash Rebate Rewards made available through the ScoreCard Rewards website. Cash Back Credits cannot be exchanged or used with any other offer, promotion or discount, and cannot be transferred to or from any other credit/debit card, account or rewards program, unless specified otherwise. A sufficient amount of Cash Back Credit must be available in your Rewards Account to redeem the Cash Rebate Reward that you want, and in the event you redeem unearned Cash Back Credits, your Card Account may be charged for the actual difference between the Cash Rebate Reward redeemed and the value of the actual Cash Back Credit that was available at the time of redemption. There are two (2) methods by which a Participant can redeem Cash Back Credit:

**1.5.1.2. Automatic redemption.** By default, a Participant's earned Cash Back Credit will be automatically redeemed for a Cash Rebate Reward credited to the Card Account at the beginning of each month. A Cash Rebate Reward credited to your Card Account is posted as a statement credit and not a payment, so you must continue to make your minimum monthly payments as reflected on your billing statements.

**1.5.1.3. Manual redemption.** Instead of automatic redemption, a Participant may choose to manually redeem Cash Back Credit for a Cash Rebate Reward either credited to the Card Account or deposited electronically (ACH) into a deposit account at a financial institution of their choosing. For a Joint Card Account or a Card Account with a designated Authorized User, Cash Back Credit may be manually redeemed by any Participant regardless of which Participant made the Eligible Purchases. Manually redeeming Cash Back Credit will generally cause the Cash Rebate Reward to be credited to the Card Account sooner than if the Participant had waited for the automatic redemption described above. To manually redeem Cash Back Credit, you must be signed in to your Rewards Account, where you will find the sum total of your Cash Back Credit earned, less any adjustments that we may make from time to time in accordance with this Rewards Program Agreement, and follow the instructions for manual redemption of your Cash Back Credit. The Cash Back Credit redemption levels required to receive Cash Rebate Rewards will be found on the ScoreCard Rewards website, and are subject to change without notice. A Cash Rebate Reward credited to your Card Account or deposited into another TIAA Bank deposit account should post within 5-7 Business Days. A Cash Rebate Reward credited to your Card Account is posted as a statement credit and not a payment. You must continue to make your minimum monthly payments as reflected on your billing statements. If you choose to redeem your Cash Back Credit for a Cash Rebate Reward for deposit into an account other than at TIAA Bank, you should verify the other financial institution will accept electronic (ACH) deposits. Your deposit will be sent within five (5) Business Days. If your electronic transfer is rejected, the Cash Back Credit will be returned to your Rewards Account and we will notify you at the email address listed in your Rewards Account.

#### **1.5.2. Redeeming points for rewards**

**1.5.2.1. Generally.** Earned Points may be redeemed for a variety of Rewards made available through the ScoreCard Rewards Program, including without limitation merchandise, gift certificates/gift cards, travel, and Cash Rebate Rewards. The process of redeeming Points for Cash Rebate Rewards is the same as described for manual redemption of Cash Back Credit above. The Point redemption levels required to acquire Rewards can be found on the ScoreCard Rewards website, and are subject to change without notice. For a Joint Card Account or a Card Account with a designated Authorized User, Points may be redeemed by any Participant regardless of which Participant made the Eligible Purchases. To redeem your Points for Rewards, you may (1) sign in to your Rewards Account at [TIAABank.com/rewards](http://TIAABank.com/rewards), which will list the sum total of your Points earned, less any adjustments that we may make from time to time in accordance with this Rewards Program Agreement, and follow the instructions for Point redemption or (2) call the ScoreCard Rewards program headquarters at 1-800-854-0790, 24 hours a day, 7 days a week, excluding federal holidays. All Rewards are subject to availability and may be discontinued, withdrawn or substituted at any time without notice. Should a Reward be discontinued after you select it for redemption, it will be replaced with another Reward of approximately equal value, or if a suitable substitute is not available, you will be advised of its unavailability so that an alternate selection may be made or your Points may be returned to your Rewards Account. A sufficient number of Points must be available in your Rewards Account to redeem the Reward you want, and in the event you redeem unearned Points for a Reward, your Card Account may be charged the actual difference between the cost of the Reward redeemed and the value of the actual Points that was available at the time of redemption. Except as stated otherwise in this Rewards Agreement, Rewards have no cash value or residual or partial value, and cannot be resold, returned, exchanged, refunded or replaced by cash, Points or other Rewards. Rewards are subject to substitution and replacement without notice, and are void where prohibited by law.

**1.5.2.2. Merchandise rewards.** Your merchandise Reward will usually be delivered by a commercial delivery service or the U.S. Postal Service within 4-6 weeks of processing your order. Be sure to note any damages, shortages, or exceptions on the delivery receipt before signing to accept delivery from the carrier as merchandise Rewards can only be exchanged in the event that the item arrives in defective or damaged condition. Damaged or defective merchandise Rewards may be returned to the shipper for replacement within thirty (30) Business Days of delivery. Return instructions, as well as any applicable manufacturers', third party service providers' or Reward Providers' warranties, if any, will be included with your Reward. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward to the shipper. Any warranty claims must be directed to the manufacturer, third party service provider, or Reward Provider, as applicable. NEITHER FIS NOR TIAA BANK PROVIDE ANY WARRANTIES WITH RESPECT TO REWARDS AND ARE NOT RESPONSIBLE FOR REPLACING LOST OR STOLEN ITEMS.

Shipments cannot be made to a P.O. Box. If you have an APO, U.S. eligible territory or international address, contact the ScoreCard Reward program headquarters at 1-800-854-0790 for details regarding merchandise options and shipments before ordering.

**1.5.2.3. Gift certificates and gift card rewards.** Gift certificate and gift card Rewards are subject to the specific rules as defined on the gift certificate or provided with the gift card, and to the specific rules provided by the Reward Provider, and your use of such gift certificate or gift card is subject to those rules and restrictions, including the expiration date. Gift certificate and gift card Rewards are not redeemable for cash or credit under any circumstances and are void where prohibited. Gift certificate and gift card Rewards may have charges for non-use and non-activation. Participants are solely responsible for any charges over and above the stated value of the gift certificate or gift card Reward. NEITHER FIS NOR TIAA BANK ARE RESPONSIBLE FOR LOST OR STOLEN GIFT CERTIFICATES OR GIFT CARD REWARDS AND ARE NOT RESPONSIBLE FOR REPLACING THEM.

**1.5.2.4. Travel rewards.** Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets, and documents will be mailed first-class U.S. Mail and will not be replaced in the event of loss, destruction or theft. Your Reward will usually be delivered within 4-6 weeks of processing your order but is not guaranteed. You may request that travel certificates, tickets and documents be delivered by overnight carrier and you agree to pay any associated additional delivery fees before shipment. You are responsible for any airline security fees and any surcharges or additional fees that may be imported by the airlines or aviation authority and you must pay them by permissible credit and/or debit card at the time of the reservation booking. For more information regarding travel Rewards, including redeeming points for travel, visit [TIAABank.com/rewards](http://TIAABank.com/rewards) or call 1-855-483-5005, 8:00 a.m. to 12:00 a.m. (ET), 7 days a week, excluding federal holidays.

#### **1.6. General rules applicable to the rewards program**

**1.6.1.** A Participant's Card Account must be in Good Standing in order for the Participant to earn and/or redeem Points or Cash Back Credit. To earn Points or Cash Back Credit, the Card Account must be in Good Standing at the time the Card transaction is received for the processing of an Eligible Purchase. To redeem Points or Cash Back Credit, the Card Account must be in Good Standing at the time the redemption order is received by the Reward Provider. We reserve the right to suspend your participation in the Rewards Program until the Card Account is in Good Standing.

**1.6.2.** Points or Cash Back Credit accrual will begin on the day the Participant enrolls in the Rewards Program and the number of Points or amount of Cash Back Credit a Participant can earn in one year is unlimited.

**1.6.3.** Points or Cash Back Credit will be deducted or reversed from a Participant's Rewards Account for the return, cancellation or refund of an Eligible Purchase. The Point or Cash Back Credit deduction or reversal will be in an amount that corresponds to the amount of cash or credit you receive for the return, cancellation or refund of the Eligible Purchase (including any Bonus Points or Bonus Cash Back Credit if an Eligible Bonus Purchase), which may result in negative Points or Cash Back Credit in your Rewards Account if returns, cancellations, or refunds exceed the amount of Eligible Purchases. Returns are subject to the return policy of the retailer at which you made the purchase.

**1.6.4.** Bonus Points or Bonus Cash Back Credit will be deducted or reversed from a Participant's Rewards Account if an Eligible Bonus Purchase is exchanged. This is because, when an item is exchanged, the Participating Retailer cancels the original order and replaces it with a new order. To ensure that you earn Bonus Points or Bonus Cash Back Credit on the new order, you will have to return the item to the Participating Retailer and then make another Eligible Bonus Purchase through ScoreCard's ScoreMore program. Otherwise, in the exchange, you will earn the standard Points or Cash Back Credit on the new order.

**1.6.5.** After enrollment in the Rewards Program, Participants will be sent a monthly Billing Statement that shows the total amount of Points or Cash Back Credit earned to date, including the amount of Points or Cash Back Credit earned in the prior month, subject to any adjustments we may make from time to time in accordance with this Rewards Program Agreement. Participants can also visit the ScoreCard website at TIAABank.com/rewards, and sign into their Rewards Account to view their current Point or Cash Back Credit balance.

**1.6.6.** Points and Cash Back Credit are non-transferable and will not expire; however, all accumulated but unused Points or Cash Back Credit in a Participant's Rewards Account will be cancelled immediately if TIAA Bank or FIS exercise the right to terminate the Rewards Program or if the Participant's Card Account is closed for any reason.

**1.6.7.** Points and Cash Back Credit are not considered a Participant's property and are generally not transferable upon death, dissolution, or bankruptcy, or as part of a legal settlement or domestic relations issue.

**1.6.8.** Participants are responsible for any and all tax liability related to participation in the Rewards Program, including as a result of Points and/or Cash Back Credit earned or redeemed, and the receipt and use of any Rewards acquired through the Rewards Program.

**1.6.9.** In the event of Participant fraud, abuse, or violation of the Rewards Program privileges or this Rewards Program Agreement, including, without limitation, any attempt to sell, exchange, manufacture or transfer Points or Cash Back Credit or any instrument exchangeable for Points or Cash Back Credit, FIS and TIAA Bank each reserve the right to remove the Participant from the Rewards Program and to cancel any Points or Cash Back Credit acquired through any of the foregoing misconduct.

**1.6.10.** FIS and/or TIAA Bank reserves the right to interpret the Rewards Program Agreement and policies, and will be the final authority on Points and Cash Back Credit, and Rewards and Reward qualifications.

#### **1.7. Audits and disqualification**

**1.7.1.** TIAA Bank reserves the right to audit any and all Participant Rewards Accounts at any time for compliance with this Rewards Program Agreement without notice to the Participant. If an audit reveals any discrepancies, the processing of Reward redemption requests may be delayed pending completion of the audit. If an audit reveals any discrepancies or inaccuracies, TIAA Bank reserves the right to change Point or Cash Back Credit totals without notification to resolve such discrepancies or inaccuracies.

#### **1.8. Changes/termination**

**1.8.1.** The Rewards Program is offered at the sole discretion of FIS and TIAA Bank and both FIS and TIAA Bank may modify, delete from, or terminate the Rewards Program, in whole or in part, this Rewards Program Agreement and/or any processes or rules set forth herein, Rewards, and special offers at any time, for any reason, and without notice, except as limited by law. Neither FIS nor TIAA Bank assume any liability whatsoever for these changes.

#### **1.9. Release of liability**

**1.9.1.** EACH PARTICIPANT OF THE REWARDS PROGRAM AGREES THAT NEITHER FIS NOR TIAA BANK WILL BE LIABLE FOR, AND YOU SHALL RELEASE, DISCHARGE AND HOLD HARMLESS FIS AND TIAA BANK AND ANYONE WHO ACTED ON BEHALF OF FIS OR TIAA BANK FROM, ANY AND ALL CLAIMS OF ANY SORT, TYPE, KIND OR NATURE THAT A PARTICIPANT MAY HAVE AGAINST FIS OR TIAA BANK, ARISING OUT OF OR IN ANY WAY RELATED TO PARTICIPATION IN THE REWARDS PROGRAM OR THE REWARDS, INCLUDING WITHOUT LIMITATION, CLAIMS FOR OR DUE TO PERSONAL INJURY, PROPERTY DAMAGE, ACCIDENT, SICKNESS, DELAY, CANCELLATION, POSTPONEMENT, INCONVENIENCE, PENALTY, REFUND OR OTHER IRREGULARITIES THAT MAY OCCUR OR THAT MAY BE CAUSED BY ANY PROVIDER OF SERVICES OR REWARDS OR ANY PERSON NOT UNDER THE DIRECT SUPERVISION AND CONTROL OF FIS OR TIAA BANK. IF TIAA BANK IMPROPERLY DENIES REWARDS POINTS OR CASH BACK CREDIT OR IF YOU ARE OTHERWISE DENIED A BENEFIT OF THE REWARDS PROGRAM, TIAA BANK'S LIABILITY WILL BE LIMITED TO THE EQUIVALENT AMOUNT OF REWARDS POINTS OR CASH BACK CREDIT.

#### **1.10. Representations and warranties**

**1.10.1.** Neither TIAA Bank nor FIS, make any warranties: (1) with regard to any Rewards obtained by Participants through the Rewards Program and/or through any Reward Provider; (2) that the Rewards Program and/or any Rewards provided thereunder will meet a Participant's requirements or expectations; (3) that the Rewards Program and/or any Rewards provided thereunder will be uninterrupted, timely, free of errors, or without defects; (4) as to the results a Participant may obtain by participating in the Rewards Program; and (5) as to the accuracy or reliability of any information obtained via participation in the Rewards Program.

**1.10.2.** TIAA Bank will not be liable or responsible for those performances, guarantees, warranties, and representations, if any, offered by the U.S. Postal Service, any third party service provider, or any Reward Provider.

**1.10.3.** No advice or information, whether oral or written, obtained by a Participant from TIAA Bank or via the Rewards Program shall create any warranty not expressly made herein.

**1.11. Governing law and rules**

**1.11.1.** This Rewards Program Agreement shall be governed and construed in accordance with applicable federal law and, to the extent not preempted by federal law, the laws of the State of Florida. If any part of this Rewards Program Agreement is inconsistent with or in violation of federal or Florida law, that part shall be modified only to the extent of the inconsistency and the remainder of the Rewards Program Agreement shall remain in force. All provisions of this Rewards Program Agreement are valid, enforceable, and applicable in New Jersey. The Rewards Program is void where prohibited by law.

**1.11.2.** To the extent the Rewards Program is deemed by Visa USA Inc. to be inconsistent with Visa Association bylaws or rules, it shall be modified accordingly, but only to the extent of the inconsistency and the remainder of the Rewards Program shall remain in force.