

# FirstRewards Plus Program Rules

The FirstRewards Plus Program is a promotional rewards program offered by First Interstate Bank and administered by our Program Administrator, BreakAway Loyalty LLC. The following FirstRewards Plus Program Rules apply to every account holder, whether one or more, on a First Interstate Bank FirstRewards MasterCard<sup>®</sup> Account.

# **EARNING FIRSTREWARDS POINTS**

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# **EARNING FIRSTREWARDS POINTS**

The FirstRewards Plus Program applies to all qualifying purchases charged to your FirstRewards MasterCard as follows: for every one dollar charged for purchases, you will receive up to one FirstRewards Point as designated in the Earnings Schedule. The FirstRewards Plus Program is based on net purchases and FirstRewards Points are not earned for finance charges, fees, cash advances, convenience checks, ATM withdrawals, foreign transaction currency conversion charges or insurance charges posted to your account. FirstRewards Points are deducted for returns. First Interstate Bank shall resolve all questions as to what constitutes a qualifying purchase. All such resolutions or determinations by First Interstate Bank are final.

Eligible business FirstRewards MasterCard Accounts will be auto-enrolled in the FirstRewards Plus Program upon account opening and earned FirstRewards Points will accrue in the FirstRewards Account associated with the FirstRewards MasterCard Account.

#### **PURCHASING FIRSTREWARDS POINTS**

FirstRewards Points can also be purchased for rewards. A minimum of 2,000 FirstRewards Points may be purchased at a rate of \$.02 per point and must be purchased in 1000 point increments. The maximum number of FirstRewards Points that can be purchased during any 6 month period is 25,000. These purchases must be charged to your FirstRewards MasterCard.

## **REDEMPTION OF FIRSTREWARDS POINTS**

FirstRewards Points can be redeemed, in increments specified on the FirstRewards Plus Program website, for Reward items such as merchandise, travel, gift cards, charitable donations, cash or special promotional offers by visiting the website, <a href="rewards.firstinterstate.com">rewards.firstinterstate.com</a>, or by calling the toll-free number 1-888-216-2893. You may select Rewards from any level as long as you have a sufficient number of FirstRewards Points available in your FirstRewards Account at the time of your redemption.

FirstRewards Point requirements assigned to any Reward are subject to change from time to time without notice, and Rewards may be substituted at any time. Should a Reward be discontinued, it will be replaced with a Reward of equal or greater value or, if no suitable substitute is available, you will be advised to make an alternative selection or your FirstRewards Points may be returned to your FirstRewards Account.

FirstRewards Points cannot be used with any other offer, promotion or discount; or earned from or transferred to any other credit and/or debit card, account or rewards program, unless otherwise specified. In the event you redeem unearned points, your account may be charged for the actual cash difference between the cost of the Reward redeemed and the net value of the actual FirstRewards Points available.

### **REWARDS**

Rewards are provided by Merchants that participate in the FirstRewards Plus Program. The terms and conditions relating to the purchase of specific Rewards and their use are available by visiting the website rewards.firstinterstate.com. Rewards offerings are

subject to availability and may change at any time without notice.

Airline tickets will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to your FirstRewards MasterCard. All airline ticket Rewards are for coach class travel (unless otherwise noted) and confirmed at the airline's lowest applicable fare in the market. You choose the airline and travel dates, subject to availability. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel Rewards, which must be charged to your FirstRewards MasterCard at the time of redemption. Interim stopovers of more than four (4) hours, circle trips, or open jaw itineraries are not permitted. There is no limitation on the number of connections and there are no blackout dates. All airline ticket Rewards are non-refundable and non-changeable, unless you elect to change the ticket directly with the airline and you are willing to pay any fees charged by the airline for changes. Tickets are subject to the applicable airline rules and regulations. First Interstate Bank and Program Administrator are not responsible for the communication of airline schedule changes. Flight reservations should be reconfirmed at least 72 hours prior to departure directly with the ticketing airline. The traveler will need to have a government issued photo ID at airport check-in. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed FirstRewards points for the ticket. You are responsible for paying a \$30.00 redemption fee at the time of redemption using your FirstRewards MasterCard.

Air Travel Discount Rewards of any value are applied to the cost of the tickets. No refunds or credits are given for discounts exceeding the cost of the tickets.

Only airlines that are members of the Airlines Reporting Corporation and provide booking and ticketing services in the Orbitz for Business network may be used for airline Rewards. All tickets will be issued as electronic tickets unless this service is not provided by the airline. You have the option of having paper tickets (if applicable), vouchers, itineraries, and other travel documents delivered to your FirstRewards MasterCard. Account billing address via express courier and the cost charged to your FirstRewards MasterCard. You may also elect to have tickets, vouchers, itineraries, and other travel documents delivered to your billing address by uninsured first class mail.

**Cash Rewards** will only be fulfilled via ACH deposit to the checking or savings account specified on the cardholder's profile. A minimum amount of \$50 is required for Cash Rewards redemptions. Cash Rewards will be deposited into the designated account selection within 7-10 business days after a redemption is made. For questions, concerns, or to update the account information on file, contact the First Interstate Bank Customer Services center at 1-888-833-3453 before completing your redemption.

**Hotel Certificates/Gift Cards**, once issued are non-refundable and non-cancelable. You are responsible for making hotel reservations. Check with the hotel regarding participation and availability at the time of reservation.

*Cruise Rewards*, once booked, are non-refundable and non-cancelable. All cruise Rewards must be booked at least sixty (60) days prior to the requested sailing date. Cruise Rewards are based on double occupancy for an interior cabin. At least one member sailing must be 21 years of age or older. Reservation changes are subject to change fees imposed by the cruise line. You are responsible for paying a \$50.00 redemption fee at the time of redemption using your FirstRewards MasterCard.

**Rental Car Travel Vouchers** are valid at participating locations towards a rental made in accordance with the terms and conditions of the rental agreement. The renter must meet the age, credit, and driver qualifications in effect at the time and place of the rental and must meet the minimum standards of the rental company. Advance reservations are recommended.

**Charitable Donations** are administered by justgive.org. The FirstRewards Plus Program is not affiliated with justgive.org or any of the charities available through them. Please consult the justgive.org website and/or the applicable charity for details on the organization and its policies and for tax information and documentation. First Interstate Bank is not responsible for providing tax documentation for any redemption made for charitable donations. Please consult with a tax advisor for direction on charitable donation eligibility and documentation. There is no redemption fee.

*Gift Cards*, once issued are non-refundable and non-cancelable. In the event that a gift card selection is unavailable, a First Interstate Bank MasterCard gift card of equal value will be substituted.

**Merchandise**, once ordered, can only be exchanged in the event that it arrives defective or damaged. Note any damages or shortages on the delivery receipt before signing to accept delivery from the carrier. A merchandise Reward that is received damaged or defective may be returned to the shipper for replacement within thirty (30) days of delivery. All parts, instructions, warranty cards and original packaging materials must be returned with the merchandise Reward. There is no redemption fee.

Applicable manufacturers' or providers' warranties, if any, will be included with your merchandise Reward. Warranty claims must be directed to the manufacturer or provider, as applicable. FIRST INTERSTATE BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES MAKE NO REWARD, PRODUCT, OR MERCHANDISE REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, AND DISCLAIM ANY AND ALL LIABILITY AS TO THE CONDITION, QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF REWARDS, PRODUCTS, MERCHANDISE AND/OR SERVICES PROVIDED THROUGH THIS FIRSTREWARDS PLUS PROGRAM. FIRST INTERSTATE BANK, PROGRAM ADMINISTRATOR AND THEIR AFFILIATES WILL NOT BE LIABLE FOR ANY DEFECTS IN REWARDS OR DAMAGES RESULTING FROM USE OF ANY REWARDS PROVIDED THROUGH THE FIRSTREWARDS PLUS PROGRAM.

#### SHIPPING AND DELIVERY

Any Reward that is shipped will ship UPS, USPS, or an accepted domestic delivery service and will usually be delivered within 4-6 weeks after your order is processed. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.

#### **COMMUNICATIONS**

Current FirstRewards Point balances are available online to registered users at <u>rewards.firstinterstate.com</u>. First Interstate Bank may also communicate with you via mail, email, text message or telephone from time to time to alert you to special offers.

Despite the FirstRewards Program's best efforts to ensure accuracy, printing and website errors may occasionally occur. First Interstate Bank reserves the right to correct such errors at any time.

#### **ELIGIBILITY**

If your FirstRewards MasterCard Account is past due, overdrawn, or otherwise not in good standing, as determined by First Interstate Bank, you will not be permitted to redeem FirstRewards Points and no FirstRewards Points will be credited to your FirstRewards Account. In addition, your FirstRewards MasterCard Account may be terminated and you may be required to forfeit FirstRewards Points in your FirstRewards Account.

If your FirstRewards MasterCard Account is closed for any reason, whether or not it is delinquent or in good standing, all FirstRewards Points in the related FirstRewards Account will be forfeited.

#### **DISCLAIMER**

Rewards are provided by Merchants who participate in the FirstRewards Plus Program but are not affiliated with or sponsors of the FirstRewards Plus Program. Fulfillment of Rewards is the sole responsibility of participating Merchants and First Interstate Bank is not responsible for the performance by any merchant, service provider, or common carrier. First Interstate Bank is not responsible for inaccuracies in FirstRewards Point accrual; lost, stolen or otherwise destroyed tickets, vouchers, certificates, gift cards, or merchandise; defective or damaged Rewards; or damages or loss resulting from or arising in connection with the use of any Rewards.

You agree to hold First Interstate Bank and its affiliates, and any vendors or other providers associated with the FirstRewards Plus Program harmless if Program Administrator fails to meet its contractual or other obligations, resulting in FirstRewards Plus Program interruption or termination prior to your redeeming your FirstRewards Points or receiving your Rewards. You also agree to hold First Interstate Bank and its affiliates harmless if a FirstRewards Plus Program Merchant files for bankruptcy, or otherwise goes out of business after you have redeemed your FirstRewards Points for a Reward from the Merchant but before you receive or use the Reward.

# TERMINATION OR CHANGES TO THE FIRSTREWARDS PLUS PROGRAM

The FirstRewards Plus Program may be modified, suspended or cancelled, and the redemption value of already accumulated points may be changed at any time without notice and without restriction or penalty. Changes to the FirstRewards Plus Program may include, but are not limited to, modifications that affect point accrual and/or expiration of FirstRewards Points based on the point term, age and expiration date of the selected options(s). Reward orders must be received on or before the FirstRewards Plus Program ends and/or any applicable FirstRewards Point expiration date. Contact First Interstate Bank for details on any current promotions affecting FirstRewards Point accrual or redemption options. FirstRewards Points may be forfeited due to Rules violations. First Interstate Bank may exercise its rights under this agreement at any time and a delay by First Interstate Bank in exercising any right under these Rules does not mean that First Interstate Bank has waived that right. This FirstRewards Plus Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state or local taxes.

These Rules are subject to change at any time without notice. The most current version of these Rules is available at <a href="rewards.firstinterstate.com">rewards.firstinterstate.com</a>. The use of your Account following receipt of these Rules, and any changes to the Rules made available to you will indicate your agreement to the Rules.