

**BAY CASH BAYREWARDS
TERMS AND CONDITIONS**



Bay Federal
CREDIT UNION

Making a real difference

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I. Description of the Program

- a) The rewards program ("Program") is a service provided by and managed by Bay Federal Credit Union ("Bay Federal" or "we").
- b) Participation in the Program is exclusive to those who have a current Bay Cash Visa Classic Credit Card ("rewards card") issued by Bay Federal. These individuals are defined as ("Cardholders").
- c) Bay Federal reserves the right to disqualify any Cardholder from participation in the Program and invalidate all rewards for abuse, fraud, or any violation of the Program terms and conditions. Bay Federal may make such determination in its sole discretion.
- d) The Program is void where prohibited by Federal, state, or local law
- e) Bay Federal is not responsible for typographical errors and/or omissions in any Program document.
- f) Bay Federal reserves the right to change or discontinue this program and its benefits and features at any time in our sole discretion.
- g) Bay Federal is not responsible for any dispute the Cardholder may have with any authorized user(s) on the card account.
- h) Bay Federal, and its directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless Bay Federal, and its directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, or a violation of these Terms and Conditions or applicable law or the rights of any third party.
- i) The prevailing party in any dispute between the Cardholders and Bay Federal arising out of the interpretation, application, or enforcement of any provision of these Terms and Conditions shall be entitled to recover all of its reasonable attorneys' fees and costs whether suit be filed or not, including, without limitation, costs and attorneys' fees related to or arising out of any arbitration proceeding, trial, or appellate proceedings.
- j) The Cardholder agrees to release Bay Federal from all liability for any injury, accident, loss, claim, expense, or damages sustained by the Cardholder associated with a reward or use of rewards.
BAY FEDERAL SHALL NOT BE LIABLE FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, AND THE SOLE EXTENT OF LIABILITY, IF AT ALL, SHALL NOT EXCEED THE ACTUAL VALUE OF THE REWARD.

II. Earning Cash Rewards

- a) Cardholders will earn cash rewards for qualified purchases made at participating merchants using their rewards card ("qualifying transactions").
- b) Cardholders will earn 1% cash rewards on net qualifying transactions (less credits, returns, and adjustments) for each \$1 charged to the rewards card during each day by the Cardholder.

- c) The following transaction types do not earn cash rewards:
- i. Balance transfers
 - ii. Cash advances
 - iii. Purchase of travelers' cheques/checks, foreign currency, cashier's checks or money orders, wire transfers, or similar cash-like transactions
 - iv. Lottery tickets, casino gaming, sports wagers, or similar gambling transactions
 - v. Usage of convenience checks tied to the account
 - vi. Interest accrued on balances
 - vii. Unauthorized or fraudulent charges
 - viii. Fees of any kind

III. How Cash Rewards Are Provided

- a) All available rewards will be automatically credited to the Primary Cardholder's Bay Federal Membership Savings account every Friday at the end of the business day. If more than one card has been issued for the same account, the points earned from each card will automatically be pooled together into one cash reward.
- b) To receive a reward, the Cardholder must maintain a Bay Federal Membership Savings account in good standing.
- c) The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.

IV. When Cash Rewards May Be Prohibited or Forfeited

- a) Rewards are only paid to accounts that are not in bankruptcy status, that have not been closed or frozen, and for which no amount has been charged off.
- b) We have reason to suspect Cardholders engaged in fraudulent activity using the account.
- c) If the account is in default, all accumulated rewards will be forfeited.
- d) Closed accounts forfeit all unpaid rewards.



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