

## THE FIRSTBANK CREDIT CARD REWARDS PROGRAM TERMS & CONDITIONS

### IMPORTANT NOTICE

The FirstBank Credit Card Rewards Program (the Program) is provided by FirstBank ("FirstBank", "us", "we"). The Program and benefits are offered at our sole discretion. We reserve the right to alter, amend, or waive any Program feature or benefit, including and without limitation participation fees, point accrual or redemption criteria, or to cancel or temporarily suspend the Program at any time without prior notice. We reserve the right to approve, deny or revoke card member ("you", "your") participation in the Program for any reason.

"FirstBank reserves the right to suspend or close your Account(s) and the Program at any time with or without notice to you, as appropriate, if required by law; or if FirstBank has reasonable grounds to believe that you did or may commit fraud, victim of fraud or identity theft, use the Account(s) for any unlawful or improper purpose or operate the Account(s) in a manner that it is not in keeping with the law; or if you violate the terms and conditions of any agreement applicable to the Account(s) or any Account(s) related services, including the Program.

The changes may be prospective. When such a change is made, FirstBank will post a revised version of the Terms on the Program Website at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com). Changes will be effective on the date noted when they are posted online. It is your responsibility to review the Terms from time to time to be aware of any such change(s).

### GENERAL INFORMATION

These Terms apply to the Program. The Program is a marketing Program that is offered in designated countries as a benefit for Primary Applicants, Business Owners and Additional Cardholders on an Account. This Program is sponsored by FirstBank and is administered by TSYS and independent contractor not affiliated with FirstBank. These Terms are separate and distinct from your Cardholder Agreement. The Program (or as applicable, any feature thereof) is not available and is void where prohibited by any law or regulation. The Program is offered at our sole discretion.

### PROGRAM DESCRIPTION

Earn points for everyday purchases on your FirstBank Beyond Credit Card with rewards benefits. Once enough points are accumulated, you can redeem points for your choice of available rewards. Points can be redeemed on travel items that include airline tickets, hotel reservations, vacation packages, experiential travel options, and cruise line reservations. You are able to also redeem for items such as gift cards to restaurants, retail stores, hotels and gas stations; or for top-rated merchandise items such as electronics, home furnishings and so much more.

### BASIC TERMS AND DEFINITIONS

1. **"Account"** means the FirstBank Beyond Visa<sup>†</sup> or FirstBank Beyond MasterCard<sup>†</sup> account opened with the financial institution in the name of the Primary Applicant or the FirstBank Beyond Visa<sup>†</sup> or FirstBank Beyond MasterCard<sup>†</sup> Business account opened with the financial institution in the name of the Business Applicant;

2. **"Account in Good Standing"** means an Account that is not more than two (2) billing cycles past due and is not closed, charged off or in credit revoked status, all according to FirstBank's credit risk policies in effect from time to time;
3. **"Account Statement"** means the Credit Card statement of the Account in a given billing cycle;
4. **"Additional Cardholder"** means any Cardholder on an Account other than the Primary Applicant of a Personal Account and the Business Owner of a Business Account;
5. **"Air Travel Reward"** means airline travel booked in exchange for Points;
6. **"Application"** means the request made to FirstBank for the Account and a Card;
7. **"Authorized Cardholder"** means an Additional Cardholder on an Account who has been authorized by the Primary Applicant or the Business Owner. Authorized Cardholder is not authorized access the FirstBank Rewards Account through the call center to obtain the Points Balance, as well as to redeem, or purchase Points;
8. **"Business Account"** means a FirstBank Beyond Visa<sup>†</sup> or FirstBank Beyond MasterCard<sup>†</sup> Business account;
9. **"Business Applicant"** means the entity which; has submitted an Application for a Business Account;
10. **"Business Owner"** means the individual Business Applicant or owner/partner of the Business Applicant who has submitted an Application for a Business Account and a Card as the Primary Applicant;
11. **"Credit Card"** means any Credit Card FirstBank issues on the Account and all renewals of and replacements for that Credit Card;
12. **"Cardholder"** means an individual to whom FirstBank have issued a Card;
13. **"Cash Advance"** means an advance of cash that is charged to the Account with or in connection with the Card including, but not limited to, cash withdrawals, convenience checks, bill payments, balance transfers and Cash-Like Transactions;
14. **"Cash-back Credit Reward"** means a credit applied to an Account in exchange for Points;
15. **"Cash-Like Transaction"** means a transaction that involves the purchase of items that are similar to or easily converted to cash and that you designate for treatments as a Cash Advance;
16. **"Customer Identification Number"** means the FirstBank reference number assigned to a Primary Applicant or Business Owner to identify clients with multiple Credit Card accounts;
17. **"FirstBank Rewards Account"** means the nominal account FirstBank opens and maintains in the name of the Primary Applicant or Business Owner and Additional Cardholders for the crediting and debiting of Points earned, redeemed, or purchased in connection with the Program;
18. **"FirstBank Rewards Redemption Chart"** means the chart that is used for each Reward in order to indicate, amongst other information, the dollar value of the Reward, the number of Points required to redeem for the Reward, as well as the fees applicable to the redemption. The FirstBank Rewards Redemption Charts are subject to change without notice and, when applicable, will be updated on the Program website at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com).
19. **"Global Reservation System"** means the TSYS travel agent that the cardholder can use to redeem their points for Travel arrangements.
20. **"Just Rewards™"** means Sport and Vacation Travel
21. **"Net Purchases"** means purchases of goods and services that you or an Additional Cardholder charges to your Account, less any credits;
22. **"Pay me Back"** means a Cash-back Credit on a purchase redemption to the Cardholder Beyond Credit Card.

23. "**Personal Account**" means a FirstBank Beyond Visa or FirstBank Beyond MasterCard account;
24. "**Point(s)**" means FirstBank Rewards points;
25. "**Points Balance**" means the section of your Account Statement showing the total number of Points earned to date as well as the section of your online profile at [rewardsfirstbank.com](http://rewardsfirstbank.com) showing complete details of the individual transactions which earned Points, Points redemptions, or purchased Points;
26. "**Primary Applicant**" means the individual who has submitted an Application for a Personal Account and a Card as the primary applicant;
27. "**Program**" means the FirstBank Rewards Program that allows you to earn and redeem Points for Rewards;
28. "**Reward**" means Travel Rewards, gift certificates/cards redeemable for merchandise or services at select merchants, and Statement Credit Rewards;
29. "**Statement Credit Reward**" means a Cash-back Credit Reward;
30. "**Statement Date**" means the last day of the period to which an Account Statement relates;
31. "**Terms**" means these FirstBank Rewards Program Terms and Conditions;
32. "**Transfer**" means the ability for a Primary Cardholder to transfer Points from their FirstBank Rewards Account to another FirstBank Rewards Account. Authorized Cardholders do not have online access to the account, therefore; they do not have the ability to complete a Transfer;
33. "**Travel Reward**" means Air Travel Rewards, hotel stays, car rentals, cruises, and vacation packages.

#### **ELIGIBILITY**

Cardholders are automatically enrolled in the Program at no additional cost and you agree to be bound by the terms and conditions of the Program, as specified herein. The Program, including earning and redeeming Points, is available to you if you have a Card and an Account in Good Standing. Note that if your Account is not in good standing you will not earn Points and all accumulated Points will be forfeited. For a Personal Account, Points in the FirstBank Rewards Account are solely for the benefit of the Primary Applicant. For a Business Account, Points in the FirstBank Rewards Account are solely for the benefit of the Business Owner. FirstBank may contact you from time to time with information regarding your Rewards Account or additional promotions.

#### **EARNING POINTS**

1. The Program is based on Points. Points cannot be earned until an Account has been established and a Card number has been assigned to you. No retroactive Points will be provided. Points have no cash or monetary value, are non-negotiable, and cannot be redeemed either in whole or in part, for cash or any other remuneration, except for Rewards and Rewards-related services offered through the Program described herein. Points do not constitute property of any Cardholder or other person, and may not be brokered, bartered, attached, pledged, sold, split or transferred upon disability or death of a Cardholder under operation of law, or in connection with any domestic relations dispute, separation, divorce and/or other legal proceeding.
2. FirstBank, from time to time, may provide additional promotional opportunities or offers to earn bonus points with the Program. FirstBank reserves the right to cease or change any promotional offer at any time.

3. With your Card, you will earn Points for Net Purchases in USD charged to your Account during the operation of the Program, even if the original transaction was in a foreign currency. The earn ratios are subject to change without notice, and when applicable, will be updated on the Program website at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com)
4. Points earned on Credit Card purchases will post to your FirstBank Rewards Account within 10 business days after receiving transaction data. Points earned from promotional offers will be credited to your Account within 120 days as provided in the promotional offer. Earned Points are calculated on transactions/actual dollars spent rounded (up) to the nearest Point that ends in \$0.50 or greater. No fractional Points will be awarded.
5. With a FirstBank Beyond Credit Card you'll earn more Points for every dollar you spend. You can use your card for everyday purchases like grocery shopping, gas, meals, merchandise, supplies, services and more. Plus, you can purchase online with your card or use it to pay for bills, dues or medical visits. There is no maximum number of base points you can earn.

Credit Card	Earn Points
Beyond One	1 points for every \$1 purchased
Beyond Platinum	1 points for every \$1 purchased
Beyond Global	1.25 points for every \$1 purchased
Beyond Ultimate	2 points for every \$1 purchased
Beyond Business	1.25 points for every \$1 purchased

6. Upon opening your FirstBank Beyond Credit Card account, you can be rewarded. The maximum number of bonus promotional points you can earn is determined by program, as follow:

Bonus Description	Earn Bonus Points
Registration Bonus	Earn 500 points after registration online the first 30 days of account opening
Purchases Bonus	Earn 1,500 points after spending in purchases within the first 3 months of account opening
Balance Transfer Bonus	Earn 3,000 points with a Balance Transfer within the first 3 months of account opening

7. From time to time, FirstBank may offer additional or “bonus” points in connection with other bank products. These additional / “bonus” points will be governed under these terms and conditions, as well as any additional terms disclosed with the FirstBank product connected with the offering.

#### **RESTRICTIONS ON POINTS EARNING**

1. From time to time, some purchases may not qualify to accumulate points in the Reward Program. Although FirstBank makes every effort to include all relevant merchant code based on the kinds of products and services they sell. If the merchant does not have the correct code, purchases made may not accumulate points.
2. Credits for returns, adjustments or disputed charges reflected on your Account Statements during the operation of the Program will reduce or cancel the Points earned by the amounts originally charged.

3. No Points shall be earned in respect of Cash Advances, interest charges, fees of any kind, unauthorized charges, redemption or purchase of Points, convenience checks, overdraft advances, casino gaming chips, race track wager or any checks that access your account, lottery tickets, travelers' checks, money orders, wire transfer from a non-financial institution (those would be Cash-Like Transactions), foreign currency and bail bonds.

#### **ADDITIONAL POINTS**

FirstBank may, but is not obligated to, make arrangements with selected merchants or service establishments, from time to time, that allow you to earn additional Points for purchases charged to an Account. You will refer to [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com) for full details of these offers and other opportunities that we may make available to you to earn additional Points from time to time.

#### **POINTS VERIFICATION**

1. Each month, you will examine promptly your Points Balance. If you do not notify FirstBank in writing of any errors in, or objections to, a Points Balance, or an entry recorded in it, within sixty (60) days from the Statement Date indicated as such on the Account Statement, FirstBank is entitled to treat the entries in that Points Balance as complete, correct and binding on you and FirstBank will be released from all claims that may be asserted by you in respect of such Points Balance or entries. The expiration date of your Points is available online at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com).
2. If you have a dispute concerning accrual or redemption of Points and/or other Program activities, please notify FirstBank by sending a letter to the address indicated on your Account Statement or by placing a telephone call to the FirstBank Customer Service Center. FirstBank will investigate the matter. If following such investigation FirstBank determines it appropriate, FirstBank will re-credit your Points for the amount in dispute, or determine that a different adjustment or no adjustment is necessary.
3. You will not obtain any credit for erroneous or omitted Points transactions if you do not notify FirstBank of the error or omission within sixty (60) days of the date of the erroneous or omitted transaction.

#### **RECORDS OF POINTS AND REWARDS**

Our records of your Points and/or Rewards shall be final, conclusive and binding on you. We may use a microfilm, electronic or other reproduction method of any Points Balance or other document to establish your Points transactions and balance and/or your Rewards.

#### **POINT EXPIRATION, LOSS OF POINTS**

Except as described below, as long as your account is active and in good standing, the points you earn in this Program will expire after four (4) years at the end of the month of earning, based on first-in first-out (FIFO) principals. For example, Points earned on December 31, 2017 will expire on December 31, 2021. Accounts in good standing will be able to earn and redeem points. Your account will not be in good standing if any of the following apply:

- a. Your account is in default as described in your cardholder agreement, and/or
- b. Your Account is closed for any reason, and/or

- c. There is any fraud or abuse related to the accrual of points on your account or in the use of your Account.

Accounts that are not in good standing will not be able to earn new points, redeem points, gift points or receive gifted points. Points will remain available for redemption when the account is brought back to good standing.

#### **POINT REDEMPTION**

1. As the cardholder, you can log into [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com) to review your Rewards Account and redeem points. In addition, you can contact a FirstBank Customer Service Representative at 1.855.701.BANK (2265).
2. Points are redeemed on a first in, first out basis (FIFO).
3. All Rewards are subject to availability. Certain rewards are available only during the time periods described in the Program communications (including Program website). Certain restrictions apply to rewards.
4. Terms and conditions of each Reward are set forth in Program communications and/or on the eCertificates and Gift Cards. Merchants participating in the Program are subject to change. Some Rewards have limited availability.
5. Once accrued Points in your Rewards account have been converted or redeemed, they cannot be added back into the Account.
6. Unless specifically noted, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable or transferable for cash, credit, other Rewards or Points under any circumstances. FirstBank and participating merchants are not responsible for replacing lost, stolen or mutilated Merchandise, Tickets or Gift Cards. Rewards must be redeemed in accordance with Program communications.
7. By redeeming rewards, you release FirstBank and its holding company, subsidiaries and affiliates from any and all liability regarding the redemption or use of Rewards or other participation in the Program.
8. A shipping and handling fee will be charged to your FirstBank Beyond Credit Card if you request expedited/insured shipping of Gift Cards or merchandise under the Program.
9. Authorized Users can earn points that will be added to the Account owner's Reward Balance, but they are not permitted or authorized to redeem Points.
10. Each redemption category will have a minimum redemption level.
11. Rewards points cannot be combined with points or miles from any loyalty program.

#### **HOW TO PLACE AN ORDER AND REDEEM YOUR POINTS FOR A REWARD**

1. For general Program information, or to redeem Points for a gift cards, merchandise, and Statement Credit Reward you may contact us during the following hours:
  - 1.855.701.2265 or Collect Outside the US, PR and Canada 1.855.751.2265.
  - During the following hours from 6:00 a.m. to 12:00 a.m. (AST), Monday to Sunday.
3. To redeem Points for a Travel Reward and speak with an agent you may contact us during from 9:00 a.m. to 9:30 p.m. (EST), Monday through Friday.

FirstBank Rewards Customer Service Center will be closed January 1 and December 25th.

4. You may also redeem your Points for any Reward directly online, via the Program Web site at [rewardsfirstbank.com](http://rewardsfirstbank.com), however, some items may be fulfilled via online submission with a booking being completed by an agent (i.e, cruises, hotels, vacation packages). When using the Program Web site redemption option, you must first create an account user I.D. and password. There are no exceptions. Whether ordering by telephone or online, you must ensure that you provide all order information accurately to avoid unnecessary delays.
5. Additional information and Frequently Asked Questions can also be obtained on the Program Web site at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com).
6. When we receive your redemption request, we will review your Account to verify that you have sufficient Points to redeem for the Reward you are requesting. If a credit or other adjustment results in insufficient Points for a Reward, we will not fulfill the redemption request. If the redemption request is fulfilled and a subsequent adjustment is made or we later discover that you did not have sufficient Points for that Reward, you may forfeit future Point earnings until you accrue sufficient Points. You also agree that you owe FirstBank the value of the redemption in the event you did not have sufficient Points to redeem.

#### **REDEEM YOUR POINTS FOR CASH-BACK**

1. Current cash or cash equivalent Reward values and their Points requirements are available at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com) and are subject to change.
2. Statement Credits and Transaction Credit Redemptions:
  - a. A statement and/or transaction credit is a retail credit adjustment that is generally applied to the existing balance with the highest priced Annual Percentage Rate (APR). You may redeem points for a statement credit.
  - b. Statement and/or Transaction credits appear on your bill as an adjustment and not as a payment, account statement credits will reduce your balance but you are still required to make, at least, your minimum payment. Receipt of a statement credit does not affect your responsibility to pay your minimum payment shown on each statement you receive from FirstBank. If the Reward causes a credit balance on your account, the credit adjustment will remain on your account but the points will not be reinstated.
  - c. Statement and/or Transaction credits will be processed within 5-7 business days from date of redemption.

3. Pay Me Back/ Pay with Rewards (Purchase redemption Credit):

When you use your Credit Card to purchase an item at a store or online, once the transaction is completed and approve, the Program platform will calculate the provisional Rewards earned through the transaction. If you have enrolled to receive transactions notifications, the Program platform will send you a notification through your register email and/or push notifications.

- a. Product level to receive Pay Me Back / Pay With Rewards transactions notifications.  
For each product you have the option to opt in or opt out of receiving the email transactions notifications upon the Program platform receiving a transaction authorization. The amount setting is evaluated per transaction in order to determine if the notification should be sent. If the transaction amount is greater than or equal to this amount, you will receive an email notification. See default settings below.

Product	Opt-In or Opt-Out Enroll	Minimum To Receive Notification (Example)
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Beyond One	Yes	\$25
Beyond Platinum	Yes	\$25
Beyond Global	Yes	\$50
Beyond Ultimate	Yes	\$50
Beyond Business	Yes	\$100

You can change the notification preferences, afterwards notification emails will be sent based on your notification preferences. Preferences can be changed from your user profile page.

b. Provisional Rewards

When your transaction is completed and approved, the points calculated by the Program platform are known as Provisional Rewards. Provisional Rewards will not be available to customers for use until the transactions related to these have been settled through the nightly batch process. Once settlement has taken place, available balances will be incremented on the account. These calculated Provisional Rewards will be visible in the Rewards activity page with "Pending" status on the Rewards activity section.

Your approved transactions will earn Rewards based on your account status.

c. Email Notifications

Email notifications will be generated based on your authorized transactions notification preferences.

Pay with Rewards can be initiated from the transactions notification email by clicking "PAY ME BACK / PAY WITH REWARDS" button or on the Rewards Web Site. The button in your email contains a token that expires after 24 hours, after which you will need to login into your account if you want to use the feature Pay with Rewards.

When you click on PAY ME BACK / PAY WITH REWARDS from your email or account you will be taken directly to the Reward site where you will see the total amount of your transaction displayed and the sum required to pay with your available Rewards. Once you confirm that you want to Pay with Rewards, the transaction is redeemed. Your account will be credited for the transaction amount and your point balance will be reduced by the amount of points used to Pay with Rewards. In order to use the Pay with Rewards feature you will need to have enough points to complete the transaction.

**REDEEM YOUR POINTS FOR GIFT CARDS/ECERTIFICATES**

You must accumulate the required number of Points for the gift card/eCertificate of your choice at the time of your request. The number of Points required to redeem for a gift card/eCertificate is based on the equivalent dollar value listed in the FirstBank Rewards Redemption Chart effective at the time of redemption;

1. All additional costs for an alternate expedited shipping arrangement are the responsibility of the Cardholder and must be charged to an Account. In some instances, Cardholders will have an opportunity to redeem Points to pay for these additional costs;
2. On the date you request your gift card/eCertificate your FirstBank Rewards Account will be debited the number of Points you are required to redeem for that gift card/eCertificate;



3. Gift cards/eCertificates are valid at a variety of international and regional merchants and the use of gift certificates/cards may be subject to certain terms and conditions disclosed and set by the party issuing the gift cards/eCertificate from time to time;
4. Gift Cards/eCertificates are valid at participating merchants only through the expiration date, if any, printed on the eCertificate or Gift Card, except as otherwise provided by applicable law;
5. Expiration date of Gift Cards/eCertificates varies by merchant;
6. Gift Card/eCertificates are redeemable for eligible products and service through the merchant's location and/or website;
7. Products or services obtained with the Gift Cards/eCertificate cannot be returned or canceled for a cash refund. Returns will be subject to the merchant standard return policy;
8. The Gift Cards/eCertificate is not returnable or exchangeable for cash, except where required by law;
9. The Gift Cards/eCertificate and associated offers, if any, are void where prohibited by law;
10. If the Gift Cards/eCertificate has been used, it may not be returned;
11. Gift Cards/eCertificates are not replaceable if lost, stolen, destroyed, or expired;
12. Gift Cards/eCertificates have no cash value and may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless a Gift Cards/eCertificates states otherwise;
13. Gift Cards/eCertificates must be surrendered to the merchant once the full value has been redeemed;
14. Gift Cards/eCertificates are considered void if altered, photocopied, reproduced, or void where prohibited by law;
15. Gift Cards/eCertificates are transferable unless otherwise noted on the Gift Card/eCertificate;
16. Acceptance of the Gift Cards/eCertificates is the sole responsibility of the participating merchant, not FirstBank;
17. Gift Cards/eCertificates are not valid toward previous purchases and cannot be used as payment on existing account balances with either the participating merchant or FirstBank;
18. Unless otherwise stated on Gift Card/eCertificate the Rewards offered do not include any federal, state or local taxes, which are your sole responsibility at time of redemption;
19. If applicable, Gift Card/eCertificate do not include gratuities;
20. FirstBank is not responsible for the failure of any party to honor the Gift Certificate/card for any reason, including the insolvency or bankruptcy of that party. Complete terms and conditions for individual Gift Cards/eCertificates can be found on the Program Web site at [www.rewardsfirstbank.com](http://www.rewardsfirstbank.com).

#### **DELIVERY OF GIFT CARDS/ECERTIFICATES**

1. Gift cards/eCertificates will be sent by ordinary mail and you assume full responsibility if they are lost or stolen in the mail, unless you request that they be delivered by prepaid expedited delivery service during normal business hours, whenever possible;
2. While we cannot guarantee any delivery times, average delivery by ordinary mail could take up to three (3) weeks from the time your order is received;
3. Gift card/eCertificates will only be shipped to the Cardholder's address on file. Prepaid expedited delivery services are not able to ship to a P.O. Box due to signature required;

4. eCertificates will be sent to the email on record for your FirstBank Rewards online profile and you assume full responsibility for the email provided to us. eCertificates should be delivered to your email within 24 hours of redemption;
5. If you do not receive your Gift Card/eCertificate within the indicated time frames above, you must contact us within 30 days from the date of your request for the gift card/eCertificate. After 30 days, if we have not heard from you and our records indicate that your order was fulfilled, you will be deemed to have received your gift card/eCertificate/certificate and it will not be replaced even if it is reported missing;
6. From time to time, some Gift Cards/eCertificates may be subject to certain restrictions or delays due to such factors as time constraints, blackout dates or availability of qualifying Gift Card/eCertificate. FirstBank shall not be liable under such circumstances;
7. FirstBank is not responsible for delayed or lost communications or redemptions sent by mail or any other form of delivery, including e-mail.

#### **REDEEM YOUR POINTS FOR MECHANDISE**

1. Merchandise options are updated regularly. All Rewards are available while quantities last;
2. Product specifications are subject to change without notice and all product orders are subject to product availability;
3. We reserve the right to modify or cancel Rewards offered in membership Rewards Program guides or in any merchandise catalog without notice;
4. Merchandise will be delivered within 4 - 6 weeks. The account owner will be notified of any delays, as such information becomes available;
5. You will be notified if the merchandise Rewards ordered will not be available within the 4-6 weeks' time frame and when it is estimated to become available. We reserve the right to substitute items of equal or greater value. Items ordered at the same time may arrive separately. We will ship the model pictured or the most current comparable model available (we are not responsible for typographical or pictorial errors);
6. Returns are only accepted for merchandise that is damaged, defective, or incorrectly shipped. Notification must be made to us within 48 hours of delivery and the item(s) must be returned, in the original packaging, within 30 days from receipt of delivery for credit or shipment of replacement item. No points shall be refunded for returned merchandise after the aforementioned periods of time;
7. Merchandise Rewards are offered and provided by independent manufacturers;
8. FirstBank makes no express or implied representation or warranty and will not be liable for injury, damage, loss or expense resulting from your acceptance of use of the Rewards or from a Reward's defect or failure. FirstBank disclaims any implied warranty of merchantability or fitness for a particular purpose.

#### **REDEEM YOUR POINTS FOR TRAVEL**

The number of Points required to redeem for a Travel is based on equivalent dollar value listed in the FirstBank Rewards Redemption Chart.

Upon receipt of travel documents or confirming itinerary, please verify the travel dates, origination and destination cities and traveler's names to ensure they are the same as shown on the valid proof of identification that will be displayed at the time of check-in.

Responsibility and Liability: FirstBank is not liable for any loss or penalties incurred by you when a hotel, tour operator or cruise line is sold, ceases to exist or becomes inoperative; if a tour operator cancels a vacation package components and cruise line ports of call are subject to change without notice. We are not liable of amenities, services and/or facilities not being available due to seasonal closing, renovations, strikes, bankruptcy and/or acts of nature.

The Partners and benefits described herein are accurate at time of printing and are subject to change or cancellation at any time.

#### **1. Airlines Tickets**

- a. Flight reservations should be reconfirmed by the traveler at least 72 hours before departure as schedule changes may have taken place. Times shown on the itinerary are from the current schedules and subject to change without notice;
- b. Industry regulations require passenger names on all checked baggage and strongly recommend names on all carry-on baggage;
- c. Each airline has their own rules, fees, and weight and size limitations for checked and carry-on luggage. Contact the airline for their regulations prior to your scheduled flight;
- d. For travel within the United States, it is your responsibility to obtain and have possession of government-issued photo identification for all passengers 16 years of age or older or as required by law;
- e. For international travel, it is your responsibility to obtain and have possession of valid proof of citizenship or naturalization, vaccination certificates and/or visa before boarding an aircraft or entering another country. Other restrictions may apply;
- f. Airline Rewards may not be used in conjunction with any type of coupons, vouchers, other mileage programs or companion fares;
- g. Once points are redeemed, the transaction cannot be reversed. If changes to an itinerary are later necessary, you may contact the Redemption Center with your request. Changes will require additional costs such as airline penalty fees, increased fare and service fees. Most airlines will not allow traveler name changes;
- h. All Travel Rewards are subject to the rules and restrictions imposed by the individual travel companies, airlines, hotels, car rental companies, cruise lines and tour companies. Compliance with these rules is the responsibility of the traveler; Cardholder must meet the eligibility requirements established by the airline provider;
- i. Cancellations may include penalties and a cancellation service fee will apply. Refunds for cancellations may take up to 3 to 4 weeks for points to post to the account;
- j. Certain restrictions may apply to airline tickets and cruise documents. Travel Gift Certificates, airline tickets and cruise documents are not exchangeable, refundable, transferable or redeemable for cash;
- k. Travel Gift Certificates, airline tickets and cruise documents that are mailed will be sent by first class mail and will not be replaceable in the event of loss, destruction or theft. FirstBank shall not be liable for any loss, destruction or theft;
- l. Other Travel arrangement may be booked without using Points, however, additional fees apply;
- m. FirstBank is not responsible for the performance of the travel providers associated with the Program. All reservations are made subject to the conditions of carriage,

availability of tickets, supply or business of the party providing the service, which include exclusions and limitations of liability. FirstBank will not be liable for delays or cancellations caused by strikes, labor disputes, government actions, weather or any other causes beyond FirstBank's control. FirstBank is not responsible for lost, stolen, damaged or destroyed baggage or contents of baggage. FirstBank is not liable for any loss or penalties incurred by you when a hotel, tour operator, airline or cruise line is sold, ceases to exist or becomes inoperative; if a tour operator cancels a vacation package, an airline cancels a flight, or a cruise line cancels a Cruise; or for acts of nature;

- n. All Air Travel Rewards issued in exchange for Points are non-refundable and non-transferable after airline ticket issuance;
- o. You may redeem points for travel in any class of service on major airline carrier, providing that the fares, schedules and ability to generate an electronic ticket are possible through the Global Reservation System (GDS). All travel itineraries and supporting documents will be sent via email;
- p. For Air Travel Rewards not paid exclusively with Points, changes, exchanges or refunds to/of Air Travel Rewards are subject to airline rules in effect at the time of original airline ticket issuance and pricing in effect at the time changes are made. Fees that apply due to permitted changes by the airline are the responsibility of the traveler;
- q. Non-ticketable taxes, such as Air Travel Rewards must be issued in the name of the Primary Applicant, Business Owner or Authorized Cardholder or a member of their family;
- r. You may receive airline frequent flier points for all redeemed and purchased airline tickets. Please provide your frequent flier number at the time of booking to receive credit. If you do not have your number available at the time of booking, please call the Redemption Center prior to travel to update your reservation or you may provide your number directly to the airline at the time of check-in. Accrual of frequent flyer mileage and airline mileage upgrade is subject to airline terms and conditions at the time of airline ticket issuance;
- s. All airline tickets will be issued electronically when available. Issuance of a paper airline ticket is subject to airline rules and fees. A delivery charge will apply to all airline tickets or documents sent via "express", "traceable" type mail or by overnight carrier and you agree to pay the associated additional delivery fees with your Card. FirstBank does not recommend using regular mail and has no liability for lost or stolen airline tickets or airport departure taxes specific to certain destinations, that cannot be calculated nor paid in advance nor assessed at the time of airline ticketing, are the responsibility of the traveler and must be paid at the airport;
- t. Airline ticket prices do not include baggage fees, some international departure taxes, and other fees that the airlines may impose. A departure tax is a fee charged (under various names) by a country when a person is leaving that country. The traveler is responsible for obtaining the appropriate international travel documents, such as passports and visas. The traveler should have valid government issued photo ID upon airport check-in. Visit [Travel.State.Gov](http://Travel.State.Gov) for passport and visa requirements. FirstBank

reserves the right to pass on to the Cardholder any special, unique or ad-hoc airline imposed taxes, fees or surcharges;

- u. No Air Travel Reward will be issued for destinations under travel embargo by the US government. However, Cardholders can use the FirstBank Travel Credit Reward redemption option to book travel to any countries sanctioned by the United States. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. FirstBank is not responsible for the performance of the airline;
- v. All other rules of the respective airline apply. Classes of service are subject to change at any time, with or without notice;
- w. There are no blackout dates or other travel restrictions established by the Program. Reservations for tickets exclude the use or charter, wholesalers, consolidators and any internet fares that are not published, available through the Global Reservation System (GDS) and/or available for ticketing through a certified TSYS travel;
- x. A Cardholder who purchases a non-rewards ticket, through the Redemption Center will incur a \$25 agent servicing fee for each ticket booked;
- y. Flight reservations should be reconfirmed by the traveler at least 72 hours before departure as schedule changes may have taken place. FirstBank is not responsible for communication of airline schedule changes or cancellations;
- z. Upon booking make sure to include and verify traveler's names to ensure they are the same as shown on the valid proof of identification that will be displayed at the time of boarding. Additional charges by the airline may apply for name change request.

## **2. CRUISES**

- a. Upon receipt of confirming itinerary and travel documents, please verify the travel dates, sailing date, ship name, destination cities and traveler's names to ensure they are the same as shown on the valid proof of identification that will be displayed at the time of check-in. Cruise documents are issued approximately two (2) weeks prior to check-in/embarkation date.
- b. All cruise redemption requests must be made at least 30 days prior to sailing date or Cardholder may incur additional fees.
- c. Cruise packages may only be booked through the Redemption Center.
- d. Traveler must meet the eligibility requirements established by the cruise provider.
- e. If the Cardholder or recipient do not appear for travel on the booking date the travel Reward is void and shall receive no reimbursement of points for any reason.
- f. Rewards cannot be used on previous purchases or for items not covered by your cruise passage. Any fees, add-on or items of personal nature will be charged to your FirstBank Beyond Credit Card.
- g. FirstBank is not responsible for the performance of the cruise line. Participating cruise lines are subject to change at any time without notice.
- h. Cancellations may include penalties and cancellations services fee will apply. Refund for cancellations may take up to 3-4 weeks for points to post to the account. No interim price reductions will be considered or offered once the booking has been completed.

## **3. HOTEL**

- a. Cardholder must meet the eligibility requirements established by the hotel provider.
- b. Each hotel has its own cancellation policy. Refer to the applicable hotel for minimum cancellation timeframe. Ordinarily, hotels do not allow changes to dates, names, room type, and number of occupants once booking is complete.
- c. FirstBank assumes no responsibility for advising guests of proper travel documentation.
- d. FirstBank is not responsible for the performance of any hotel provider.
- e. All reservations are subject to availability. Specific rules may change with or without notice. Bed types can be requested but cannot be guaranteed.
- f. Participating hotel properties are subject to change without notice. Notwithstanding the foregoing, in the event a hotel you booked a stay has been removed from the Program, the booking shall be honored.

#### **4. VACATION PACKAGES**

- a. All travel packages must be booked a minimum of 30 days prior to travel date or Cardholder may incur in additional fees.
- b. Travel packages may only be booked through the Redemption Center.
- c. Traveler must meet the eligibility requirements established by the travel provider.
- d. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may result in the imposition of additional fees.
- e. Vacation package components are subject to change without notice. We are not liable for amenities, services and/or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy and/or acts of nature.
- f. FirstBank is not responsible for the performance of any travel provider used in packages.
- g. Air transportation is not included in the package price. Such travel may be purchased at the prevailing rates plus taxes and fees.
- h. The passenger is responsible for any government taxes, surcharges, rental car insurance, additional driver fees, under-age driver fees, airport taxes, and gratuities to transfer driver, housekeeper, baggage handler, escort or other individuals.

#### **5. EXPERIENTIAL REWARDS**

- a. All JustRewards™ Sports and Vacation Travel awards are non-refundable and must be redeemed before the expiration date listed on the award certificate; normally, this is one year from the date of Reward issue. Actual travel may take place up to a year thereafter.
- b. When choosing an event, please keep in mind that you must allow at least 30 days for fulfillment processing. Only events taking place 30 or more days from your date of redemption will be available.
- c. You will receive a confirmation that your award redemption request has been received within 48 hours of submission. Should any problems arise with your redemption request, you will be notified at that time.
- d. All events available for redemption are based on both accommodation and event ticket availability. It is important to note that availability can be exhausted from time to time. While we will make every effort to fill your award package with your first

redemption choice, there are rare instances where this is simply impossible. Should this occur, you will be promptly contacted by one of our Redemption Center Representatives and given the opportunity to redeem your award for a different event. Please do not make plane or other travel arrangements until your redemption has been confirmed by a JustRewards™ Redemption Service Representative.

- e. Charges will apply for additional nights, tickets, and services such as golf or spa. All additions are non-refundable and are subject to availability.
- f. Your tickets and accommodation information will arrive at least one week prior to the event, unless otherwise advised, and will be sent to the address of record via trackable shipping. A signature may be required for delivery of this package.

## 6. TOURS AND ATTRACTIONS/VIATOR

Please note: The 'Voucher Info' section details which voucher type(s) apply specifically to your selected tour/activity.

### a. PAPER VOUCHER ONLY

Our local operator may require you to present a printed copy of this voucher on the day of your activity. You may be refused entry if you do not present a printed copy of your voucher

### b. E-VOUCHER

The local operator may accept both printed and electronic vouchers (e-vouchers). If you travel with a mobile device, simply show your Photo ID and present your e-voucher on your Smartphone or tablet on the day of travel.

### c. VOUCHER NOT REQUIRED AT TIMES

You can present a paper or electronic voucher for this activity, or you can simply present the Lead Traveler's Photo ID. Our local operator has your reservation on the file and only requires proof of identity (valid photo ID for the Lead Traveler).

### d. CANCELLATION POLICY

The cancellation policy will vary by tour/activity. However, generally if you cancel at least 7 day(s) in advance of the scheduled activity or tour, there is no cancellation fee. If you cancel between 3 and 6 day(s) in advance of the scheduled activity or tour, there is a 50 percent cancellation fee. If you cancel within 2 day(s) of the scheduled activity there is a 100 percent cancellation fee. Please note some activities and special events may be non-refundable. Please review the additional information at the time of booking for each tour/activity.

## 7. CAR RENTAL

All car rental redemptions are subject to the terms and conditions below.

- a. Each Renter (and any person identified on the Rental Contract as an "Additional Authorized Driver") must possess a valid driver's license issued by the state or province in which such person resides, must be age 21 or older (or 18 or older where required by law; and 25 or older for luxury, large sport utility, and 12 and 15 passenger vans), and meet the other normal qualifications of the applicable Rental Car Company at the applicable renting location.
- b. The Points values cover the base rental rate only. All taxes, fees, insurance, surcharges, extra days, extra hours, upgrades to higher car classes, optional services or equipment

(if applicable), are the responsibility of the renter and are payable at the rental counter.

- c. You may use points, points plus cash or all cash for car rental reservations with select car rental companies as shown available on the Rewards website or when making reservations directly with a Rewards agent.
- d. Car reservations will be prepaid at the time of booking and payment for costs not covered by the use of points will be made to the Credit Card on file.
- e. Car rental charges will appear on the Credit Card statement as "Card Member Services".
- f. A valid Credit Card in the driver's name must be presented at the rental counter for any additional charges.
- g. Rentals are subject to standard rental and rate conditions, as well as car availability at the time and place of rental.
- h. Cars must be returned to the original renting location.
- i. Rentals are not combinable with each other, with frequency/loyalty program miles/Points or with any pre-pay rate, tour or group rate, coupon or promotion.
- j. Reservations for all car groups are subject to availability. Vehicles may only be reserved by vehicle class and not by vehicle make or model.
- k. Performance by the car rental company of car rental services shall be under a standard rental agreement in effect at the time of rental, which must be executed by the Renter at the time of pickup.
- l. Rentals are non-transferable and must be used for consecutive rental days and will be deemed fully used once a rental has begun.
- m. Renter will use the Rented Vehicle only for personal or routine business use, and operate the Rented Vehicle only on properly maintained roads and parking lots. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle, and pertaining to operation of motor vehicles. Renter will not sublease the Rental Vehicle or use it as a vehicle for hire.
- n. Car rental reservations must be cancelled at least 72-hours in advance of pick-up. Failure to cancel reservations 72-hours in advance will result in the loss of all payments and points at the time of booking. If Renter does not appear to pick up vehicle on the scheduled date and time of reservation, all points and cash used for the rental will be forfeited, in addition if Renter returns a rental vehicle prior to the end of the reserved rental period, neither the Car Rental Company nor the Rewards Program will neither credit nor refund Renter for the unused portion thereof.
- o. Renter agrees to indemnify, defend, and hold harmless the Bank and TSYS Loyalty for any loss, damage, or legal actions against the Car Rental Company as a result of Renter's operation or use of the Rented Vehicle during the term of the Car Rental Agreement. This includes any attorney fees necessarily incurred for these purposes. Renter will also pay for any parking tickets, moving violations, tolls or other citations received while in possession of the Rented Vehicle.

#### **GENERAL**



1. If you earn points with a Credit Card transaction that is later refunded, and you redeem those points for a Reward, we may:
  - a. Cancel reservations and void travel documents
  - b. Interrupt the shipment of merchandise
  - c. Stop payment on any checks
  - d. Withhold subsequent points
  - e. Collect any amounts you owe; this may include charging an equivalent dollar amount to your card (in the form of a cash advance).
2. All questions or disputes regarding eligibility for the Program, eligibility of points for accrual, conversion of points or redemptions of Rewards will be resolved by FirstBank at its sole discretion. Discrepancies about point earnings are not treated as Credit Card billing disputes. Please refer to the Credit Card Agreement for details about billing disputes.
3. Purchase returns or other credits reflected on your statements during or subsequent to the period of Program membership will reduce or eliminate the points available for redemption.
4. The determination of tax liability for any federal, state or local taxes (as may be applicable) arising out of the accrual or conversion of points or redemption of Rewards in the Program shall be your sole responsibility.
5. We are not responsible for typographical errors and/or photographic errors and/or omissions in this document.
6. These Terms & Conditions supersede all previous Program Terms & Conditions.

#### **TAXES**

You are responsible for any federal, state or local tax liability for any taxes (including, but not limited, to personal income tax) and reporting related to your participation/membership in the Program, including any liability relating to any Rewards you redeem under the Program.

You understand that FirstBank will not issue tax receipts. In number exceptions the Bank will send state or federal tax forms, is applicable.

#### **TERMINATION**

1. Should events beyond our control, such as strikes, acts of God, terrorism, civil disturbance, war or changes in economic or business conditions, materially affect our willingness to continue the Program as it is then constituted, the Program may be suspended or terminated, in whole or in part, and your Points may be cancelled without notice to you and may not subsequently be redeemed, or transfer;
2. FirstBank may, without notice, suspend or terminate your membership in the Program, cancel your FirstBank Rewards Account and your Points upon (i) fraud or abuse by you relating to the Program, (ii) misrepresentation of information to us, (iii) failure by you to follow these Terms, (iv) your personal bankruptcy, or (v) failure by you to earn any Points in any three (3) consecutive years;
3. If your Account is closed by FirstBank for any reason other than a voluntary request from you that we do so, then your participation/membership in the Program and your Points shall be automatically cancelled without notice to you and your Points may not subsequently be redeemed or transfer.

4. If your Account in any derogatory status, you will forfeit all accumulated Points. For any Account in hold or in voluntarily or involuntary closed status, outstanding Points may not be redeemed or transfer with a new or active FirstBank Rewards Account and all Points will be forfeited without further notice or obligation from FirstBank.

### **COMMUNICATIONS**

So that you do not miss any communication from us about the Program, you will immediately notify us of any changes to your mailing address and other contact information you may have provided to us in connection with the Account. FirstBank shall have no liability for any misdirected, lost or delayed mail resulting from your failure to provide us with such notice. We may also communicate with you electronically and any notice or electronic statement of the Account we provide to you, or agreement you make electronically, will be considered to be "in writing", signed and delivered for all purposes. FirstBank is not responsible for delayed or lost communications sent by mail or any other form of delivery, including e-mail.

### **LIMITATION ON LIABILITY**

1. If FirstBank improperly denies you a Reward you select, our liability will be limited to the cash equivalent of that Reward. In no event, will we be liable or responsible for, and you release us from, all claims in respect of any loss, expense or damage suffered by you or others that is caused by: failure by us to provide you with one or more Account Statement(s); any errors or omissions in the Program Web site and other sources; redemption of your Points or any problem that you or others have in connection with your Reward.
2. By redeeming your Points for a Reward, you release us from any and all liability and claims regarding the redemption or use of such Reward; loss or theft of a Reward; suspension or termination of the Program for any reason; suspension or termination of your membership in the Program, the closing of your Account or the cancellation or invalidation of any or all of your Points; cancellation of any Travel Reward; failure by the FirstBank Rewards Customer Service center or Travel to provide you with information which results in travel arrangements that have a higher cost or differ in any way from arrangements which may be available through other sources; performance or action of a travel supplier in any way, including the failure of any travel supplier to perform as described. Should circumstances beyond our control result in a supplier's failure to provide a Travel Reward, we may attempt, but are under no obligation, to provide a suitable replacement Travel Reward. In the alternative, we may, but are under no obligation to, credit the Points back to your FirstBank Rewards Account, and if applicable, money to your Account as well, but will not assume any costs you may incur relating to that Reward; neither FirstBank, nor any of its contractors, Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates, assumes any responsibility or liability for, or makes any warranty regarding, any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, Points account balances, credits received and redeemed or other Program activities.
3. Neither FirstBank, nor any of its contractors and Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates, is responsible or liable for any problem or technical malfunction relating to or arising from any telephone network or lines,

computer online systems, servers or providers, computer equipment, software, failure of any e-mail or enrollment to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from participation in or downloading any materials related to the Program.

4. If for any reason the Internet portion of the Program is not capable of functioning as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Program, FirstBank reserves the right, in its sole discretion, to disqualify any individual who it determines may have caused or contributed to the onset of such occurrence, and/or who tampers with the entry process, and to cancel, terminate, modify or suspend the Program.
5. Neither FirstBank, nor any of its contractors or Program partners are liable for errors or omissions by its employees, contractors or agents in the printing or other dissemination of Program communications, Program mailings, other related materials or the Program Web site, or any other form of communication, and/or in interpreting or carrying out the terms of the Program.

#### **INDEMNIFICATION**

1. By accepting Points or Rewards, or by accepting or using an Account, you agree to indemnify each of FirstBank or its contractors Program partners, and each of their respective officers, directors, employees, agents, affiliates and successors for any and all claims, damages, expenses, losses and causes of action (including attorney fees and court costs) incurred or suffered by any of the foregoing persons or entities and arising out of or relating to your breach of any provision of these Terms, or any materials (regardless of form) that are provided by you. You agree to cooperate as fully and reasonably required in our defense and/or settlement of any such claim. FirstBank reserves the right to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.
2. Any attempt to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws. FirstBank reserves the right to seek damages for any such attempt to the fullest extent permitted by law.

#### **WAIVER**

Any waiver by us of the strict observance, performance or compliance by you of any portion of these Terms and any extension of time or other indulgence granted by us, either expressly or by course of conduct, shall not alter, affect or prejudice any of our other rights or remedies and shall be effective only in the specific instance and for the purpose for which it was given and shall be deemed not to be a waiver of any of our rights and remedies arising in respect of any other breach of these Terms. No delay or omission by us in exercising any right or remedy hereunder shall operate as a waiver of that or any other right or remedy.

#### **GOVERNING LAW AND VENUE**

This Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Puerto Rico and federal rules and regulations, regardless of the domicile of any party or principles of

conflicts of laws, and will be deemed for such purposes to have been made, executed and performed in San Juan, Puerto Rico. All claims, disputes and other matters in question arising out of or relating to this Agreement or the breach thereof, will be decided by proceedings instituted and litigated in a court of competent jurisdiction in San Juan, Puerto Rico.

#### **DISCLAIMERS**

FirstBank is not affiliated with any Rewards suppliers or merchants including airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants referred to in the Program. They are all independent service providers. No airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants referred to in the Program or in any marketing materials, are sponsors or co-sponsors of the Program.

WE MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY REWARDS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM YOUR ACCEPTANCE OR USE OF A REWARD.

KEEP THESE TERMS FOR YOUR RECORDS

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