

Banner Bank Business Cash Rewards Mastercard® Credit Card TruRewards Terms and Conditions



I. Description of the Program

- a. The TruRewards program ("Program") is a service provided by Banner Bank ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b. Participation in the Program is exclusive to those who have a current Business Cash Rewards Mastercard® card issued by Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders" or "you").
- c. The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all Points for any Prohibited Activity. The Sponsor may make such a determination in its sole discretion.
- d. "Cash Rewards" (or "Rewards") are the rewards you earn on qualified purchases under the Program. Cash Rewards are tracked as points ("Points") and credited to the Cardholder(s)' account with the Sponsor. You may simply see "Cash Rewards" in marketing materials when referring to the Rewards you earn. When you access the Program Website to see your Rewards balance, it will be reflected as Points.
- e. The Program is void where prohibited by federal, state, or local law.
- f. The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- g. The Sponsor and the Administrator reserve the right to change these Program Terms and Conditions, as well as the Points required for a Reward within the Program, or terminate the Program, at any time and without prior notice except where required by law. At the Sponsor's option, Points redemption options may be changed, restricted or limited at any time without prior notice.
- h. Eligibility in the Program is restricted to individuals who have a Reward Card statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- i. The Administrator's Privacy Policy is available on the Program Website.
- j. Cardholders may not engage in any Prohibited Activity. "Prohibited Activity" means: (1) selling, exchanging, or transferring Points or any instrument exchangeable for Points; (2) engaging in activity that would cause harm to the Program, Sponsor, Administrator, or other Cardholders, including fraud or abuse of Program privileges; (3) being in violation of these Program Terms and Conditions or Cardholder's Reward Card agreement; or (4) violating applicable law.
- k. The Sponsor and the Administrator, and their respective 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 the Sponsor and the Administrator, and their respective 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 participation in the Program, engagement in any Prohibited Activity, or for violating the rights of any third party.
- l. The Cardholder agrees to release the Sponsor and Administrator, and their officers, employees, vendors, successors, assigns, and agents from all liability for any injury, accident, loss, claim, expense or damages ("Losses") sustained by the Cardholder arising from or related to its participation in the Program, including Losses associated with a Reward or use of Rewards. The Administrator and the Sponsor shall not be liable for any special, indirect, incidental, consequential, punitive, exemplary or tort damages. To the extent the Sponsor or Administrator is liable for any damages, if at all, such liability shall not exceed the actual value of the Reward.
- m. The Cardholder is responsible for determining any tax liability arising from participation in the Program. Consult a tax advisor concerning tax consequences.

II. Earning Points

- a. Cardholders will earn Points for qualified transactions made with their Rewards Card ("Qualifying Transactions").
- b. Qualifying Transactions are purchases of products and services, minus returns or refunds, made with a Rewards Card by you or an authorized user of the Rewards Card. The following types of transactions are not considered Qualifying Transactions and thus will not earn Points: balance transfers, cash advances or cash-like transactions, travelers checks, foreign currency, money orders or wire transfers, lottery tickets, casino gaming chips, race track wagers or similar betting transactions, any checks that access your Rewards Card account, bail and bail bonds, interest charges, unauthorized or fraudulent charges, or fees of any kind that Sponsor charges for Rewards Card servicing and transactions.
- c. How you can earn Points:
 - i. **Earn a \$300 introductory Cash Rewards bonus** following your first \$3,000 in Qualifying Transactions posted within 3 months after the opening of your Reward Card account. You will receive 30,000 Points with this bonus offer. Please allow up to 5 weeks for bonus Points to post to your account.
 - ii. **2.00% Cash Rewards on Business Expenses.** You will receive 2 Points for each \$1.00 spent on Business Expense purchases posted to your Rewards Card account. After you (or persons authorized by you) make \$25,000 in Business Expense purchases with the Rewards Card in a calendar year, you will earn 1.5 points for each \$1.00 spent on Business Expense purchases for the remainder of the calendar year. A "Business Expense" purchase is a purchase from a merchant with the merchant category code (MCC) for Telecommunication Equipment and Services (MCC 4812, 4813, 4814), Cable, Satellite, and Other Pay Television and Radio Services (MCC 4899), Utilities – Electric, Gas, Heating Oil, Sanitary, Water (MCC 4900), Computers, Computer Peripheral Equipment, Software (MCC 5045), Stationery, Office Supplies and Printing (MCC 5111), Office, School Supply, and Stationery Stores (MCC 5943), Computer Maintenance & Repair (MCC 7379), Advertising Services (MCC 7311), Business Services – not elsewhere classified (MCC 7399). Merchants are assigned a merchant category code by payment card processors based upon the merchant's primary

line of business. Neither the Sponsor nor Administrator determine the MCC for a merchant. Whether a Business Expense purchase is eligible for this 2% Cash Rewards offer depends on the MCC actually assigned to a merchant. Purchases processed through merchants that are not assigned an eligible MCC and purchases processed through a third-party payment account (e.g. PayPal™) will not qualify for this 2% Cash Rewards offer.

- iii. **1.5% Cash Rewards on all other purchases.** You will receive 1.5 points for each \$1.00 spent on all other purchases that are not Business Expense purchases.
- iv. Point earnings are based on the net retail purchase transaction amounts charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded up to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, Points earned for that disputed transaction may be deducted from your Points balance during the dispute period. If the transaction is reinstated, Points will be reinstated.
- d. **Merchant Funded Points (AMPRE).** Cardholders can earn additional Points when using their Rewards Card for purchases at participating AMPRE merchants. Point earnings will vary based upon each AMPRE merchant. See the Program Website for more information.
- e. By providing your email address when you register on the Program Website, you agree to receive all future AMPRE correspondence and notices electronically to that email address. Email is the primary method for contacting Cardholders regarding their participation in AMPRE. It is the Cardholder's responsibility to update or change the email address on file. This can be done on the Program Website.
- f. New AMPRE merchant offers are updated periodically. There is no limit to the number of times a Cardholder can earn Points for shopping at an AMPRE merchant.
- g. If more than one card has been issued for the same Rewards Card account, the Points earned from each card will automatically be pooled together into one available Points balance.
- h. Points may not be combined with any other loyalty/frequency reward program, whether managed by the Sponsor, the Administrator or any third party.
- i. The Sponsor reserves the right to offer bonus Points to selected Cardholders for any activity or condition it decides.
- j. Points are not the property of the Cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- k. Points do not expire.
- l. The Administrator and Sponsor reserve the right to adjust Points, or to suspend the calculation or accrual of Points, where necessary to correct any errors or omissions in processing or posting Points to your account.
- m. The Sponsor and the Administrator shall have no liability for disagreements with Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.

III. Redeeming Points

- a. To redeem Points, visit the Program Website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.
- b. To be eligible to redeem Points, the Rewards Card account must be open (meaning not closed, canceled or terminated for any reason) and the Rewards Card cannot have any other status preventing authorizations.
- c. Points are deducted from the Cardholder's Point balance as soon as they are redeemed. Redemptions are final and may not be canceled or refunded. The Administrator and Sponsor reserve the right to adjust Points, or to suspend the calculation or redemption of Points, where necessary to correct any errors or omissions in processing Point redemptions.
- d. Points must be redeemed by the Cardholder but can be used to provide a reward for another person of the Cardholder's choice.
- e. Merchants and third-party service providers are responsible for the quality and performance of any products or services, including Rewards, that they provide. The Sponsor and the Administrator are not responsible in any way for the products or services, including Rewards, provided by merchants and third-party service providers.

IV. Rewards

- a. **Gift cards/certificates**
 - i. Points may be redeemed for physical gift cards/certificates from select merchants. Most physical gift cards and certificates are delivered within two to three (2-3) weeks, to the mailing address specified on the order file with the Administrator, as long as it is within the United States and its territories. Delivery times may increase during peak holiday periods. Please check the ship to address on your order before submitting. Once placed, we cannot cancel or modify your order.
 - ii. Once redeemed for Points, physical gift cards/certificates cannot be returned and are not redeemable for cash or credit from the Sponsor or Administrator.
 - iii. All other sales and/or use taxes, including shipping and handling charges, for items purchased using a gift card or certificate are the responsibility of the Cardholder and are subject to the merchants' policies in effect at the time of redemption of the gift card or certificate. Purchases in excess of the amount of the gift cards or certificate are at the Cardholder's expense.
 - iv. Gift cards and certificates may also be subject to other restrictions imposed by the merchant. Gift cards and certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services.
 - v. Additional terms and conditions may be specified on the gift card or certificate.
 - vi. If a merchant declares bankruptcy or Cardholder is otherwise unable to redeem a gift card or certificate with the merchant for any reason, the Sponsor and Administrator are not liable for the underlying funds on the gift card or certificate.
 - vii. Once the gift card or certificate is redeemed and/or used, the gift card or certificate is not returnable, exchangeable or replaceable by the Sponsor or Administrator.

- viii. Each merchant sets a policy in regard to lost or stolen gift cards or gift certificates. If a gift card or certificate is lost or stolen, the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserves the right to decline to replace lost or stolen gift cards or certificates.
 - ix. If gift cards or certificates have been ordered and not received by the Cardholder, the Cardholder must notify the Administrator using the customer service number provided below. The Cardholder must notify the Administrator no earlier than thirty (30) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Administrator will investigate. The Administrator, in its sole discretion, may elect to replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
 - x. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or certificate that was received through the Program.
- b. **Cash Back Rewards/Statement Credits**
- i. Cash Back Rewards will appear as a statement credit on the Cardholder's Rewards Card or as a deposit to the Cardholder's designated checking or savings Account.
 - ii. Cash Back Rewards may be redeemed at a minimum of \$20 per redemption.
 - iii. Cash Back Rewards deposited to a checking or savings account will take 3-5 business days to appear in the Cardholder's checking or savings account. Deposits may only be made to a checking or savings account held with the Sponsor and in the Cardholder's name.
 - iv. Cash Back Rewards applied as a statement credit may take up to 5 business days to process and post to the Cardholder's Rewards Card account. The Cardholder is responsible for continuing to make any required payments on their account and for any outstanding balance owed on the account after the statement credit is applied.

VII. Toll-Free Participant Access & Contact Information

- a. For questions, concerns or complaints, please contact the Administrator's customer service center at 866-352-0917. You should expect a response to all inquiries within 3 business days. Should a voicemail need to be left, the call will be returned the following business day.
- b. Customer service specialists are available Monday through Friday from 6 am to 11 pm ET, and weekends from 6 am – 8pm ET. Customer service centers will be closed on select holidays as published on the Program Website.
- c. To contact Banner Bank, call 800-272-9933.
- d. To access the Program Website, visit trurewardsbusiness.bannerbank.com.



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