



## Gerber Federal Credit Union\_Member Perks Terms and Conditions – FINAL\_01/06/17

### I. Description of the Program

- a) Gerber FCU Member Perks ("Program") is a service provided by Gerber Federal Credit Union ("Sponsor") and managed by Augeo Consumer Engagement Services, LLC ("Administrator").
- b) Participation in the Program is exclusive to those who have a current credit card issued by the Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders").
- c) The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all Points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor may make such a determination in its sole discretion.
- d) The Rewards Program is void where prohibited by federal, state, or local law.
- e) The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any program document.
- f) The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the points required for a reward within the Rewards Program. At the Sponsor's option, redemption of Points may be restricted, limited, expired or cancelled at any time without prior notice.
- g) Eligibility in the program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- h) The Program's Privacy Policy is available at the Program's website on the bottom of each page.

### II. Earnings Points

- a) Cardholders will earn ("Points") for qualified transactions made at participating merchants using their Rewards Card.
- b) Points will be accumulated at the rate of:
  1. One point per every one (1) dollars charged to the Cardholder's enrolled credit card.
  2. Points accumulated for other banking relationships, products or services are determined at the sole discretion of the Sponsor.
- c) Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the point value of the transaction may be deducted from the point total during the dispute period. If the transaction is reinstated, points will be reinstated.
- d) **Merchant Funded Points (ShopSPOT).** Cardholders can earn additional Points from participating merchants when using their Rewards card for purchases at participating ShopSPOT merchants, both online and in-store. Point earnings will vary based upon the merchant. Each merchant's Point earning ratio is listed on the Program's website.

By providing your email address when you register on the Rewards website, you can agree to receive all future ShopSPOT correspondence and notices electronically to that email address. Email is the primary method for contacting Cardholders regarding their participation in the Program. It is the



Cardholder's responsibility to update or change the email address on file. This can be done on the Program's website.

New merchant offers are updated periodically. There is not a limit to the number of times a Cardholder can earn Points for shopping at an ShopSPOT merchant.

- e) In the event of fraud, abuse of program privileges or violation of the program rules (including any attempt to sell, exchange or transfer points or the instrument exchangeable for points), the program Sponsor reserves the right to cancel cardholder's membership in the Rewards Program.
- f) Points may not be combined with any other loyalty/frequency reward program that is not managed by the program's Sponsor.
- g) The Sponsor reserves the right to award bonus Points to selected cardholders for any activity or condition it decides.
- h) 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).
- i) Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the month, three (3) years after the date of issuance.
- j) The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.

### **III. Redeeming Points**

- a) To redeem points, visit the Program's 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 Cardholder's account(s) must be open (meaning not voluntarily 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.
- d) Points must be redeemed by the Cardholder, but can be used to provide a reward for another person of their choice.
- e) The Cardholder agrees to release the Sponsor and Administrator, and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without the cardholder, in connection with the receipt, ownership, or use of any reward. The Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- f) The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.

### **IV. Travel rewards**

The Administrator's travel redemption center is able to take care of all travel arrangements. They are a full service agency that can assist with air rewards, hotel, auto, vacation and cruise reservations.

- a) All travel must be redeemed through administrator's fully licensed redemption reservation center or website. Cardholders must have an eligible Rewards Card at the time of redemption.



- b) All airline tickets issued in exchange for points are non-refundable and non-changeable after ticket issuance, without paying the standard fees charged by each airline. Changes are subject to authorization by the airline and subject to any fees charged by the airline and redemption center.
- c) Lost, stolen or otherwise destroyed airline tickets will not be replaced without the Cardholder paying the standard fees charged by each airline.
- d) Cardholders may make additional travel reservations with the Administrator's travel department or website using their Rewards Card.
- e) Airfares are not guaranteed until ticket is issued. All reservations will receive a fax or email on the same day the ticket is issued. The Cardholder must call in any corrections or discrepancies by the close of business, the same day the ticket is issued. The travel redemption center will do their best to accommodate all changes and requests. Any changes or corrections done the following day or thereafter are subject to all airline airfare charges, exchange fees and processing fees and processing charges.
- f) Paper airline tickets are subject to the individual airline paper ticket fees.
- g) If a paper ticket is issued, the cardholder has two options for delivery. The Cardholder can sign a waiver stating that they accept responsibility for a lost ticket, and then the ticket will be sent via US Mail. The second option is to pay a shipping fee for the ticket to be sent via overnight delivery. Priority, Saturday and outside the forty-eight (48) contiguous states, deliveries will be subject to additional shipping charges.
- h) The Cardholder is responsible for payment of all baggage charges, departure taxes seat assignment charges, or other charges that may be assessed by airlines, travel companies and/or governmental entities as a result of travel under the Rewards Program.
- i) Administrator's normal and customary fees associated with processing travel related services are billed to the Cardholder's Rewards Card.
- j) The Sponsor and Administrator are not responsible for the performance by the airlines of the ticketed transportation. All reservations are made subject to the conditions of airlines, supply or business of the party providing the service, which include exclusions and limitations of liability. The airline industry is in constant flux and changes made by this industry are done quickly and frequently without notice, therefore, reward redemption rules for air travel are subject to change without notice.
- k) A valid government ID must be presented at the airport and it must match the traveler's complete name as listed on the airline ticket.
- l) Travel insurance: For added protection, it is highly recommended that all travelers consider purchasing travel insurance at the time of ticketing to cover airline bankruptcy, trip cancellation & interruption, baggage delays and lost baggage, medical expense, emergency medical transportation, and vehicle rental collision insurance.
- m) Cardholders may redeem points for a single lowest published airfare as follows:
  - i. Each free ticket must be ordered through Administrator
  - ii. En-route stopovers are not permitted unless they are to make direct connections.



- iii. Reservations for tickets are only allowed through standard commercial passenger carriers, which exclude the usage of charters.
- iv. Actual travel may occur any time within three hundred and thirty (330) days after the reservation conditions in this agreement are met.
- v. Reservations shall also be subject to airline seat availability on travel dates specified by the traveler.

## **V. Non-travel rewards**

### **Merchandise**

- a) When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The Rewards Program Administrator reserves the right to replace or remove certain sections within any program literature or website. All rewards are subject to availability.
- b) Merchandise rewards may take two to four (2-4) weeks to be delivered from the time of order. Multiple rewards may arrive at different times because they may be provided by different vendors. Delivery times may increase during peak holiday periods.
- c) No shipments of merchandise can be made to APO/FPO or PO Box addresses.
- d) Merchandise shippable by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands will have an additional freight charge billed to the cardholder's Rewards Card.
- e) Merchandise pictured in any Reward's Program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. The Sponsor and the Administrator are not responsible for errors or omissions.
- f) The number of Points required for reward items are subject to change.
- g) Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Some items are delivered by common carrier, where a delivery time is scheduled and someone must be present to accept delivery. When this is the case, the item must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before Cardholders sign to accept shipment of merchandise. For those items that are delivered without being scheduled, please inspect the item within 24 hours of delivery and notify the customer service center if you find any exceptions, damages, or shortages.
- h) All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

### **Gift cards and certificates**

- a) Points may be redeemed for gift cards and certificates from select merchants. Most gift cards and certificates are delivered within two to three (2-3) weeks, to the 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.
- b) Gift cards and certificates cannot be returned, and are not redeemable for cash or credit.
- c) All other sales and/or use taxes including shipping and handling charges of 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. Purchases in excess of the amount of the gift cards are at the Cardholder's expense.

- d) 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.
- e) Additional terms and conditions may be specified on the gift card or certificate.
- f) If a merchant declares bankruptcy the Sponsor and Administrator are not liable for the underlying funds on the gift card or certificate.
- g) Once the gift card or certificate is redeemed and/or used, they are not returnable, exchangeable or replaceable.
- h) Each merchant sets a policy in regards 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 reserve the right to decline to replace lost or stolen gift cards or certificates.
- i) If gift cards or certificates have been ordered and not received by the Cardholder, they must notify the Administrator using the provided customer service number. The Cardholder must notify the Administrator no earlier than fifteen (15) 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 with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
- j) 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 from this reward site.

#### **VI. Contact Information**

- a) For questions, concerns or complaints, please contact the Administrator's customer service center. You should expect a resolution to all inquiries within 3 business days.
- b) The Administrator's customer service center is open 24 hours / 7 days a week, except from 11am Thanksgiving Day to 5am the following morning, and Christmas Eve and New Year's Eve starting at 11am, closed both holidays until 5am the following morning. This is the number to call to place orders or to check on existing ones.
- c) The travel redemption center is available Monday through Friday from 9:00 a.m. to 10:00 p.m. ET, Weekends from 9:00 a.m. to 1:00 p.m. ET. Closed New Year's Day, Easter, Memorial Day, Thanksgiving and Christmas.
- d) The Program's website is [www.dreampoints.com/gerberfcu](http://www.dreampoints.com/gerberfcu)