

Regions Relationship Rewards®

Terms and Conditions

1. The Program. The Regions Relationship Rewards® program (the “**Program**”) allows you to earn points in connection with your Regions Visa® Relationship Rewards Credit Card Account (“**Points**”), and to redeem Points for merchandise, gift cards, cash, travel, and more (collectively, “**Rewards**”), as provided in these “**Terms and Conditions**”. Please read these Terms and Conditions carefully, and keep them with your records. By participating in the Program, you agree to these Terms and Conditions, as they may be modified from time to time in our sole discretion. These Terms and Conditions govern the Program, but do not replace or modify other agreements governing your Credit Card Account. This Program and these Terms and Conditions are subject to all applicable federal, state and local laws. This Program and these Terms and Conditions are void where prohibited by federal, state, or local law, and Rewards may be restricted by federal, state, or local law.

2. Definitions. In these Terms and Conditions:

- “**Administrator**” means any company we engage to provide administrative services for the Program. The Program is a service of Regions that is managed by the Administrator, who is solely responsible for the administrative services, travel reservations and issuance of travel documentation for the Program.
- “**Authorized Redeemer**” refers to any individual that you, as the Primary Account Holder, have designated, in accordance with our specified process, as being authorized to redeem Points on your behalf.
- “**Business Representative**” refers to the individual, as identified in our records, who is authorized to redeem Points and take all other actions under these Terms and Conditions on behalf of a business entity that holds a Credit Card Account.
- “**Credit Card Account**” refers to any Regions Prestige, Business Enhanced, Wealth, or other Regions personal or business credit card account with Regions Relationship Rewards that you have, and does not include any credit card that (i) is associated with home equity lines of credit or business lines of credit, or any purchasing or commercial card accounts, or (ii) does not have Relationship Rewards.
- “**Good Standing**” means your Credit Card Account is not past-due or otherwise in default under the Credit Card Agreement, frozen, restricted, closed to new charges, terminated, cancelled, expired, or subject to litigation or any adverse claim of any third party, and you have not filed for relief under any bankruptcy laws.

- **“Primary Account Holder”** means the first person identified in our records as the holder (or owner) of any Credit Card Account.
- **“Program Website”** refers to the website described in [Section 12](#) below, which is accessible only through Regions Online Banking. To log in to Regions Online Banking, you first must enroll in this online service.
- **“Qualifying Purchases”** means new retail purchases of goods or services charged to your Credit Card Account. Qualifying Purchases do not include balance transfers, cash advances (including purchases of items that can be traded right away for cash, such as wire transfers, money orders, traveler’s checks, lottery tickets or casino chips), fees, interest charges, or for unauthorized or fraudulent transactions.
- **“Regions,” “we,” “our,” “ours,” and “us”** refer to Regions Bank, its affiliates and subsidiaries, and their assignees.
- **“Rewards Account”** refers to the record of the Points you have earned and redeemed through the Program.
- **“Suppliers”** mean any independent third party that we or the Administrator engages to provide services, Rewards, or other benefits for the Program.
- **“You” and “your”** refer to any individual or entity participating in the Program.

Any other capitalized terms not specifically defined in these Terms and Conditions shall have the same meaning as in the agreement for your Credit Card Account, as applicable.

3. Participating in the Program. To participate in the Program:

- You must be the Primary Account Holder of a Credit Card Account; and
- This Credit Card Account must be open and in Good Standing.

As the Primary Account Holder of a Credit Card Account, you automatically participate in the Program. Regions charges no fees for participation in the Program.

4. Earning Points. Once Regions establishes your Credit Card Account, you may begin earning Points for Qualifying Purchases, as provided in this [Section 4](#). You can continue to earn Points so long as Regions, in its sole discretion, determines that you and your Credit Card Account is eligible for participation in the Program.

- Points are earned for all Qualifying Purchases on all credit cards issued to the Credit Card Account, including cards issued to any joint account holders and authorized users (for personal accounts), and cards issued to employees and business owners (for Business Enhanced Accounts), at the rates shown below:
 - For Prestige and Business Enhanced Accounts – 1 Point for each \$1 in Qualifying Purchases.

- For Wealth Accounts – 2.5 Points for each \$1 in Qualifying Purchases. Points may be debited for any credit given to you in connection with a previous Qualifying Purchase (for example, when a Qualifying Purchase is returned).
- From time to time, we may offer special promotions that allow you to earn additional Points for certain types or amounts of purchases on your Credit Card Account or for other specified activities. Any such offer will be subject to these Terms and Conditions and any additional terms and conditions provided with the offer.
- Standard Points earned on a Qualifying Purchase will be credited to your Rewards Account within 10 business days after the charge for that purchase posts to your Credit Card Account. Points earned under a special promotion will be credited as provided in the offer. No Points will be credited if your Credit Card Account has been closed or is in default at the time those Points are to be credited to your Rewards Account.

Subject to applicable federal, state and local law and any notice requirements, we reserve the right not to award Points for any Qualifying Purchases made while your Credit Card Account is not in Good Standing.

5. Statement of Points. Your Rewards Account will show accumulated totals for Points earned, adjusted and redeemed and your current Point balance. You may access your Rewards Account:

- By accessing the Program Website through Regions Online Banking; or
- By calling our toll-free number 1-877-883-0599.

You must report any errors in your Rewards Account that are related to Points earned, adjusted or redeemed within 60 days after the date of the error. The date of an error is either the date that the Points in question are posted to or adjusted from your Rewards Account, or the date on which Points that you earned should have been (but were not) posted to your Rewards Account. We have no obligation to correct any errors reported after this 60-day period. We will not be liable for any damages resulting from any failure to credit Points to your Rewards Account in a timely manner.

6. Redeeming Points. The Primary Account Holder may redeem Points:

- By accessing the Program Website through Regions Online Banking; or
- By calling our toll-free number 1-877-883-0599.

Any requirements or restrictions regarding the delivery of a particular Reward will be disclosed in connection with the redemption of Points for that Reward.

We may offer the option to allow the Primary Account Holder to designate an Authorized Redeemer. If we choose to make this option available and the Primary Account Holder chooses to designate an Authorized Redeemer, the Primary Account Holder accepts full responsibility for all actions taken by that Authorized Redeemer, including the redemption of any and all Points by the Authorized Redeemer.

If the Primary Account Holder is a business entity, Points can be redeemed only by the Business Representative. It is the responsibility of the business owner to establish internal policies, procedures, and controls on how Points are tracked, redeemed, distributed and used within the business organization. The Business Representative may arrange to have a Reward shipped to another person (if permitted for that type of Reward), or to have airline or other tickets issued in another person's name, but cash redemptions may be issued only to the business entity.

We determine the number of Points required to redeem various Rewards and, for Rewards of cash, the dollar increments in which we offer such Rewards. We may adjust the number of points required for any Reward at any time and without prior notice to you. For Rewards of cash, we redeem Points at a rate of \$1 for every 100 Points. We may change this rate as provided in [Section 9](#) below.

You can redeem Points for most Rewards only if your Rewards Account shows that you have the required number of Points for that particular Reward. For certain Rewards, we may offer you the option to redeem using a combination of Points and dollars or using only dollars. If we choose to make this option available for any particular Reward, the Points and/or dollars required to redeem will be provided with the description of that Reward. When you redeem Points for a Reward, we will subtract the number of Points required for the Reward from your total accumulated Points balance as shown on your Rewards Account. We will subtract the older Points before subtracting the more recently awarded Points. Points that have not yet been credited to your Rewards Account are not available and cannot be redeemed for Rewards. You may redeem your Points for only those Rewards described in the catalog on the Program Website or in any electronic updates to the catalog that we may send you from time to time. Points have no cash value, cannot be bought or sold, and except as provided in [Section 13](#), cannot be transferred.

All Rewards are subject to availability. Certain restrictions and fees may apply, including restrictions on the types of payments that may be used for fees and for redemptions using dollars. Any fees and restrictions on payment types will be disclosed

prior to redemption. Regions and the Administrator may substitute, withdraw, change, discontinue, temporarily suspend, terminate or replace any Reward for any reason at any time without notice to you. Neither the Administrator, Suppliers, nor Regions guarantees or represents that any specific Reward will be available for any particular length of time. Neither the Administrator, Suppliers, nor Regions will be responsible for errors, omissions, or delays in the handling or delivery of Rewards.

Subject to applicable federal, state and local law and any notice requirements, we reserve the right to prohibit or otherwise restrict redemption of Points if your Credit Card Account is not in Good Standing. We also reserve the right but assume no obligation, in the event you file for relief under any bankruptcy laws, to recoup part or all of the debt owed on your Credit Card Account by applying the value of any Points in your Rewards Account to this debt.

- 7. Expiration of Points.** Subject to applicable federal, state and local law and any notice requirements, unredeemed Points will expire no earlier than 48 months after they are earned. Each year any unredeemed Points that you earned at least 48 months ago will expire on the last day of your anniversary month, which is the month when you began participating in the Program.
- 8. Tax Liability and Fees.** You will be responsible for any federal, state, or local taxes resulting from your earning or redeeming Points. You also will be responsible for any fees or charges that may be imposed in connection with certain Rewards, including without limitation any fulfillment or redemption fees, shipping, courier, fulfillment or certificate fees, expedited delivery, special requests and exceptions, airline related fees, facility charges, segment fees, ticketing, taxes, customs, baggage, security, fuel surcharges, or other governmentally imposed fees, and any charges for additional travel arrangements made in conjunction with a Reward. Any fee or other charge imposed in connection with a particular Reward will be disclosed and will be due at the time you redeem your Points for that Reward. Regions reserves the right, in its sole discretion, to add, change or reduce any fees or charges that may be assessed for participation in the Program, as described in Section 9 below.
- 9. Program Changes and Termination.** The Program is offered at the sole discretion of Regions. Subject to applicable federal, state and local law and any notice requirements, we reserve the right, in our sole discretion and at any time: (a) to terminate or suspend the Program, in whole or in part; and (b) to add, delete, or otherwise change any of the Terms and Conditions, including changes to fees and

charges for participation in the Program, changes to the activities for which Points may be earned, changes to any specified rate used to redeem Points, and changes that may reduce or cancel the redemption value of Points credited but not yet redeemed. If we change the Terms and Conditions to provide Points for a new activity, no Points will be awarded for the new activity that occurred prior to the effective date of the change. We may change the Terms and Conditions, and if we do, we will provide you with any notice required by applicable federal, state or local law. You may find the current version of the Terms and Conditions on the Program Website. By continuing to participate in the Program following the change, you are accepting the changes to the Terms and Conditions.

Subject to applicable federal, state and local law and any notice requirements, your participation in the Program will terminate automatically if: (i) you cease to be the Primary Account Holder of your Credit Card Account; or (ii) your Credit Card Account is closed to new transactions, whether by you or us. We reserve the right to terminate your participation in the Program and/or to invalidate all or a portion of your Points, whether or not credited to your Rewards Account: (i) if at any time you have a negative balance of Points in your Rewards Account; (ii) in the event of any suspected or actual abuse or fraud relating to the earning or redemption of Points on your Credit Card Account, and/or any violation of the Terms and Conditions (including any attempt to sell, exchange, encumber or transfer Points) in connection with your Credit Card Account or your Rewards Account; (iii) if you fail to meet the eligibility requirements for the Program; (iv) if we close your Credit Card Account; or (v) upon your death. We also reserve the right, in our sole discretion, to determine whether termination of your participation and/or invalidation of any Points is appropriate. These rights are in addition to any other legal or equitable remedy that may be available to Regions under applicable law. If you wish to terminate your participation in the Program, you must close your Credit Card Account.

10. Forfeiture of Points. In the event we terminate the Program or your Credit Card Account is closed to new transactions (whether by you or us), then, subject to applicable federal, state and local law and any notice requirements, within the 90 days following our notice to you of such termination or Account closing you may redeem any Points that have been credited to your Rewards Account. ***Except as otherwise required by applicable law, you will forfeit any Points that have not been redeemed by the end of this 90-day period.***

11. Limitations on Liability. The Administrator and the Suppliers are independent contractors and are not affiliated with Regions. Regions and the Administrator are not responsible for the performance or non-performance of any or all Suppliers. Regions and the Administrator do not offer, endorse or guarantee any of the goods or services provided as part of the Rewards. Regions and the Administrator do not warrant the quality, merchantability, or fitness for a particular purpose of any Rewards you procure with your Points. If any Reward is imperfect, defective, or otherwise unsatisfactory to you, you must address any concern or complaint directly with the Supplier or manufacturer that provided the Reward and look solely to that Supplier or manufacturer for any repair, refund, or satisfaction of your claim and not to Regions or the Administrator. You agree that we are not responsible in any way for such Rewards. In addition, you further agree that we are not responsible for any lost, stolen, or destroyed Rewards or expired Points. Regions, the Administrator, and the Suppliers will not be liable or responsible for any loss, damage or injury to property or person that may arise or result from participating in the Program, redeeming Points, or using Rewards or by any other cause, condition or event whatsoever beyond the control of Regions or the Administrator. Regions is not responsible and shall not have any liability for typographical errors and/or omissions in any Program materials or for disagreements or disputes between or involving you and any other holders or authorized users on any Account regarding Points, redemption of Points for Rewards, or use of Rewards. Discrepancies regarding accrual of Points are not treated as Account billing disputes. Regions and the Administrator reserve the right to adjust your Rewards Account at any time to correct any Points balances, including the right to reverse any Points that were credited in error and/or not legitimately earned in accordance with these Terms and Conditions. In the event that any already redeemed Points are reversed, Regions and/or the Administrator may cancel or recall the shipment of any Rewards, may reverse any statement credits and/or deposits made to a Credit Card Account or a Regions deposit account, and may cancel any gift cards for which those Points had redeemed. Regions decisions regarding Points shall be final.

You hereby release, discharge, and hold harmless Regions, and Administrator, and their respective officers, directors, employees and agents from any and all liability for claims resulting from any acts or omissions of the Suppliers providing or failing to provide goods or services in connection with the Program, and from any other cause, condition or event beyond control of Regions or Administrator. You also release, discharge, and hold harmless Regions, the Administrator, and Suppliers from all liability for any injury, claims, damages, loss, expense or damages, arising out of participation in the Program. Further, you release us, the Administrator, and Suppliers from any and all liability for any

inconvenience, loss, expense, accident, personal injury or death that may arise in connection with your participation in the Program, your ownership of or receipt of any Reward, or the use or defect of any Reward, including any travel-related Reward used or to be used by you or any other person. Regions, the Administrator, and Suppliers shall not be liable for any special or consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Reward. You agree that any claim under these Terms and Conditions must be brought within one (1) year after the cause of action arises, or such claim or cause of action shall be barred.

12. Use of the Program Website. The Administrator operates the Program Website, which you can access by logging in to Regions Online Banking and clicking on the Regions Relationship Rewards link located on the webpage that provides an overview of your Credit Card Account. To log in to Regions Online Banking, you first must enroll in this online service. As provided more fully in the agreement for Regions Online Banking, you agree to maintain the confidentiality of any online ID, password, personal code or other credentials that are selected by or issued to you to access Regions Online Banking. The Program Website provides additional information regarding the Program and also gives you access to your Rewards Account.

13. Assignment. You may not transfer or assign your Points or any other Program benefits. We have no obligation to allow you to assign or otherwise transfer your Points or any other Program benefits. If we choose to offer you the option to transfer any Points or other Program benefits, any transfer will be subject to our terms and conditions for the assignment.

14. Arbitration. Any and all disputes arising out of or related to the Program will be resolved through Arbitration in accordance with the Arbitration provision of your Credit Card Agreement.

15. Communications with You. We may communicate with you regarding any matter related to the Program or your Rewards Account by mail, telephone or electronic communications, including e-mails. By using the Program Website, you consent to receive all information about the Program and your Rewards Account electronically through the Program Website or to the email address provided by you to us. We will not be responsible for your inability to connect to the Internet, to access the Program Website, or otherwise to receive electronic communications. Electronic communications are presumed to be delivered to and received by you when sent by us, whether actually received or not. You agree that we may (without any obligation): (1)

record, retain and/or monitor any communications between you and us (including, without limitation, telephone conversations), without further notice to any person, and all such communications shall be and remain our property; (2) call you using an automated telephone dialing system or otherwise, leave you a voice, prerecorded, or artificial voice message, or send you a text, e-mail, or other electronic message in order to service your Rewards Account or for other purposes related to the Program; (3) call or text you at any telephone number that you provide in connection to us, including cellular telephone numbers. You are not required to provide this consent with respect to communications made to a cellular telephone number. You may revoke your consent to be contacted at a cellular telephone number using an automatic telephone dialing system and/or an artificial or prerecorded message by contacting us and providing such information as we may request in order to process the revocation of your consent. For example, you may call us at 1-888-219-9227. You agree that we may rely on any oral and electronic instructions from you to us. You are solely responsible for promptly notifying us of any change in your name, address (including e-mail addresses you use with us), or telephone number(s).

16. Information We Collect and Use. We will disclose information to third parties about your Rewards Account activity or your participation in the Program (a) where it is necessary for completing transactions; (b) in order to verify the existence and condition of your Rewards Account activity for a third party, such as the Administrator; (c) in order to comply with government agency or court orders; (d) if you give us your written permission; (e) as permitted by law; or (f) as otherwise set forth in the Regions Privacy Pledge. The Regions Privacy Pledge describes Regions' policies concerning the sharing of information with third parties and was provided to you at the time you obtained your Credit Card Account. You may obtain a copy of the Regions Privacy Pledge at any time from any Regions customer service representative or by visiting www.regions.com.

17. Contacting Us. To contact us about the Program, call our toll-free number: 1-877-883-0599.

18. Entire Agreement. These Terms and Conditions constitute the current, sole and entire agreement between you and us with respect to the Program described herein and your participation in it, and any and all prior agreements with respect to this Program are superseded by these Terms and Conditions. These Terms and Conditions and Program are governed by the laws of the State of Alabama, without regard to its conflicts of law principles. Our failure to exercise or enforce any right or provision of the Terms and Conditions shall not constitute a waiver of such right or provision. If any provision of the

Terms and Conditions is found by a court of competent jurisdiction to be invalid, you and we agree that the court should endeavor to give effect to your and our intentions as reflected in the provision, and that the other provisions of the Terms and Conditions remain in full force and effect.