

Regions Offers Terms and Conditions

These terms and conditions ("Program Terms") govern the Regions Offers program. Your participation in the Program or your acceptance, redemption, or receipt of any Offers made available in connection with the Program constitutes your acceptance of and agreement to the Program Terms, as amended from time to time.

The following definitions apply when the following terms are used herein:

- "Account" means any Regions Bank deposit account, credit card account, or Now Card that is eligible, as determined by us in our discretion, to participate in the Program or to which or through which Offers are made available or credited.
- "Participating Merchant" means any seller of goods or services who offers or makes available Offers through the Program.
- "Program" means the Regions Offers program, as modified or amended from time to time, whereby Regions Online and Mobile Banking customers may receive offers to earn cash back credits or other incentives from Participating Merchants by using the Regions Visa® debit card, Regions credit card, or Regions Now Card® to purchase goods or services from Participating Merchants.
- "Offer" means any cash back credit or other incentive made available, offered, or credited to you, or accepted or received by you, through the Program.
- "We", "us", "our", and "ours" means and refers to Regions Bank and/or, as the context may require, its agents or contractors involved in the Program.
- "You", "your", and "yours" means and refers to any person in whose name any Account is maintained according to our records, or who uses the Account or is authorized to transact business on the Account, whether such authority is evidenced by signature cards, organizational resolutions, or otherwise, and/or any person or entity that has a beneficial interest in the Account, and/or any such person's assignee or successor in interest to the Account, and/or any person who is offered, or who redeems, earns, receives or accepts, any Offer in connection with the Program.

Other terms may be defined elsewhere in the Program Terms.

The Program is offered at our sole discretion, and we have no obligation to continue the Program or to make the Program available to you. We reserve the right to amend, cancel, change, discontinue, or suspend the Program, in whole or in part, at any time in our discretion and without notice to you, and any such action shall be effective as of the time we determine. You agree that any notice or communication we elect to provide you in connection with the Program, including (without limitation) any notice of a change in terms, may be provided to you electronically, either by posting such notice at our website or by transmitting such notice, or a message as to the availability of such notice at our website, to your e-mail address. In any event, it is your responsibility to periodically review the Program Terms at our website in order to make sure that you are aware of the most current Program Terms. We also may furnish you with writings or paper copies of notices or communications relating to Program at any time in our discretion.

The terms, conditions, and agreements that govern your Account and banking services used in connection with your Account remain in full force and effect, and we may apply and enforce the provisions thereof to and in the context of the Program in our discretion. You agree that the Program

Terms do not modify or amend in any way the terms of your Account and other banking services agreements with us, and you further agree that the payment and performance of your obligations and responsibilities under your Account and other banking services agreements with us is in no way conditioned upon or subject to the availability of the Program or the performance by us or any third party, including (without limitation) any Participating Merchant, of any responsibilities to you in connection with the Program.

You will be solely responsible for any federal, state, or local taxes resulting from any Offers earned, received, or accepted by you. In the event any Offer is subject to any fulfillment, redemption or other incidental fees or charges (including, without limitation, shipping, courier, fulfillment or certificate fees, expedites, special requests and exceptions, airline related fees, facility charges, segment fees, ticketing, taxes, customs, baggage, security, fuel surcharges, or other governmentally imposed fees, or any fees for additional travel arrangements made in conjunction with any Offer) you will be solely responsible for such fees and charges. The Program is void where prohibited by federal, state, or local law. Offers may not be valid where restricted by federal, state, or local law, and we shall have no liability to you whatsoever in the event any applicable law invalidates any Offer.

Participating Merchants are not affiliated with Regions Bank or any of its affiliated companies. We do not make, and we hereby disclaim, any representation, warranty, or endorsement (including, without limitation, any warranty of MERCHANTABILITY or any warranty of FITNESS FOR A PARTICULAR PURPOSE) with respect to any and all Participating Merchants and any and all of their respective goods and/or services. If you have any claim against or dispute with any Participating Merchant concerning goods or services purchased from the Participating Merchant, you agree to resolve such claim or dispute directly with the Participating Merchant, you agree that we shall have no liability whatsoever arising out of such claim or dispute, and you agree not to involve us in such claim or dispute.

Participating Merchants are solely responsible for establishing the terms and conditions for the acceptance and fulfillment of Offers, and you are solely responsible for complying with such terms and conditions as necessary to earn and receive Offers from Participating Merchants. Participating Merchants are solely responsible for the payment, delivery, and/or fulfillment of any Offer made available in connection with the Program. You acknowledge and agree that we assume no responsibility for, and shall have no liability to you for, the fulfillment, payment, delivery, realization, and/or enforcement of any Offer, and you agree to look solely to the responsible Participating Merchant, and not to us, for the fulfillment, payment, delivery, realization or enforcement of any Offer. Unaccepted, inactivated, or unredeemed Offers may be withdrawn at any time by Participating Merchants, and Offers may not necessarily be repeated or re-offered by Participating Merchants, notwithstanding any conduct or purchasing activity on your part. Participating Merchants are subject to change at any time and from time to time. If your Account is closed for any reason prior to the crediting of any earned Offer to your Account, such Offer will be forfeited in its entirety, and neither we nor the Participating Merchant shall have any liability to you as a result thereof.

You acknowledge that continued participation by you in the Program is within your sole discretion and that you may opt-out of participation in the Program at any time. You agree that we shall have no liability to you for, and you hereby absolutely and unconditionally release and discharge us, our respective officers, directors, shareholders, agents, employees, and affiliates, and their respective officers, directors, agents and employees, from any and all losses, costs, suits, damages, claims,

liabilities, and expenses (including, without limitation, reasonable attorneys' fees) arising from or related in any way to (i) the Program, (ii) the performance or non-performance by any Participating Merchant of any of its obligations related to any Offer (including, without limitation, the payment or fulfillment of any Offer), and/or (iii) any goods or services purchased or otherwise obtained by you from such Participating Merchant and/or any act or omission by such Participating Merchant in connection with any transaction between you and such Participating Merchant. In the event you are dissatisfied or aggrieved in any way with respect to the Program, any aspect thereof, our administration thereof, or any incident or transaction in connection therewith, your sole and exclusive remedy as between you and us shall be to opt-out of further participation in the Program.

In connection with the Program, we may provide links from our website to the websites of Participating Merchants or other third parties (any such website, a "Third Party Website"). We do not own, operate, control or maintain Third Party Websites, and any links to such websites are provided strictly for convenience. If you click a link for a Third Party Website, you will be leaving our website and entering the Third Party Website. We (i) do not control nor are we responsible for the content, products and/or services provided by or through any Third Party Website, (ii) do not endorse or guarantee the products, information, or recommendations provided by or through any Third Party Website, and (iii) are not liable for any failure of the products or services advertised on or provided by or through any Third Party Website. The privacy and information-sharing and security policies and procedures of Third Party Websites are separate and distinct from our policies and procedures, and a Third Party Website may not be as secure as our website.

These Program Terms constitute the current, sole and entire agreement between you and us with respect to the Program and your participation therein. Any and all prior agreements with respect to the Program, or any other rewards program that has been replaced by the Program, are superseded by these Program Terms. Any frequently-asked-questions and other informational material regarding the Program that is published at our website (collectively, "FAQs") constitute a part of the Program Terms and are incorporated herein by reference; provided, that in the event of a conflict between such FAQs and the Program Terms set forth herein, the terms set forth herein shall govern and control. These Program Terms shall be governed by the laws of the State of Alabama, without regard to its conflicts of law principles. No delay or omission by us in exercising any right or remedy regarding the Program Terms or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by our authorized representative. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. You acknowledge and agree that we shall have sole and absolute authority in interpreting and administering the Program and the Program Terms, and any decision we make as to the interpretation or administration of the Program and/or the Program Terms shall be binding on you. If any provision of the Program Terms is found by a court of competent jurisdiction, or arbitrator as the case may be, to be invalid, the parties agree that the court, or arbitrator, shall endeavor to give effect to the parties' intentions as reflected in the provision, and if such a construction is not reasonably possible such provision shall be deemed severed from the Program Terms, and the other provisions of the Program Terms shall remain in full force and effect.