Regions Cash Rewards

Terms and Conditions

- 1. The Program. The Regions Cash Rewards program allows you to earn and redeem Cash Rewards in connection with your Regions Visa® Cash Rewards Credit Card Account, 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 or any other products or services you may receive from Regions Bank. This Program is void where prohibited by federal, state, or local law, and Cash 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 for the Program.
- "Authorized Redeemer" refers to any person you designate who is authorized to redeem Cash Rewards on your behalf.
- "Cash Rewards" refers to the rewards that you may earn for Qualifying Purchases on your Credit Card Account, as provided in these Terms and Conditions.
- "Cash Rewards Account" refers to the record of the Cash Rewards you have earned and redeemed through the Program.
- "Credit Card Account" refers to your personal Regions Cash Rewards Credit Card Account.
- "Credit Card Agreement" means the agreement governing your Credit Card Account.
- "Good Standing" means your 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 owner of your Credit Card Account.
- "Program" refers to the program for Regions Cash Rewards that is provided in these Terms and Conditions.
- "Program Website" refers to any website that we may provide in connection with the Program, as described in Section 12 below.
- "Qualifying Purchase" means a purchase on any credit card issued to your Credit Card Account, including cards issued to any joint account holders and authorized users. Qualifying purchases do not include any 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 unauthorized or fraudulent purchases.
- "Regions," "we," "our," "ours," and "us" refer to Regions Bank, its affiliates and subsidiaries, and their assignees.
- "You" and "your" refer to any person or entity participating in the Program.
- **3. Participating in the Program.** To participate in the Program:
- You must be the Primary Account Holder of a Cash Rewards Credit Card Account; and
- This Credit Card Account must be open and remain in Good Standing.

As the Primary Account Holder of a Credit Card Account, you are automatically enrolled in the Program.

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4. Earning Cash Rewards. Once Regions establishes your Credit Card Account, you may earn Cash Rewards equal to 1.5% of the amount of each Qualifying Purchase, subject to these Terms and Conditions. When calculating the Cash Rewards to be awarded for a purchase, we will round to the nearest penny. From time to time, we may offer special promotions that allow you to earn additional Cash Rewards 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.

Cash Rewards earned on a Qualifying Purchase will be credited to your Cash Rewards Account within 10 business days after the charge for that Qualifying Purchase posts to your Credit Card Account. Cash Rewards earned under a special promotion will be credited as provided in the offer. *We reserve the right not to award Cash Rewards for any purchases made while your Credit Card Account is not in Good Standing.*

5. Redeeming Cash Rewards. The Primary Account Holder is entitled to redeem Cash Rewards. 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 using our specified process, the Primary Account Holder agrees to accept full responsibility for all actions taken by the Authorized Redeemer, including the redemption of any and all Cash Rewards by the Authorized Redeemer.

You may redeem Cash Rewards:

- By calling our toll-free number 1-855-575-4640, or
- If we provide a Program Website, by accessing that Program Website through Regions Online Banking.

You may redeem your Cash Rewards only for the payment options we make available to you, and we reserve the right to allow you to redeem Cash Rewards only in the specified amounts that we may establish. For example, we may allow you to redeem Cash Rewards (a) only for either a statement credit to your Credit Card Account, a deposit to the Regions deposit account you designate, or for a check, and (b) only in \$25 increments, with a maximum of \$500 for any single redemption. We may add, remove, or otherwise change these payment options (including any specified amounts) at any time and without prior notice to you. We may impose certain requirements for different payment options. For example, we may require you, in order to receive a payment by check, to have either a valid street address within the 50 United States or the District of Columbia, or an APO/FPO address.

You may redeem Cash Rewards only if your Cash Rewards Account shows that you have the amount of Cash Rewards that are required for the amount of cash to be provided to you. When you redeem Cash Rewards, we will subtract the amount of the required Cash Rewards from your total accumulated Cash Rewards balance as shown on your Cash Rewards Account. We will subtract the older Cash Rewards before subtracting the more recently awarded Cash Rewards. Cash Rewards that have not yet been credited to your Cash Rewards Account are not available and cannot be redeemed. Cash Rewards cannot be bought or sold, and except as provided in Section 13, cannot be transferred. Neither the Administrator nor Regions will be liable for errors, omissions, or delays in the handling or delivery of cash redemptions.

We reserve the right to prohibit or otherwise restrict redemption of Cash Rewards if your Credit Card Account is not in Good Standing. We also reserve the right but assume no obligation, in the event you

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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 Cash Rewards in your Cash Rewards Account to this debt.

- **6. Statement of Cash Rewards.** Your Cash Rewards Account will show your current Cash Rewards balance, as well as the Cash Rewards you recently have earned and redeemed. You may access your Cash Rewards Account:
- By calling our toll-free number 1-855-575-4640, or
- If we provide a Program Website, by accessing that Program Website through Regions Online Banking.

You must report any errors in your Cash Rewards Account that are related to Cash Rewards earned, adjusted or redeemed within 60 days after the date of the error. The date of an error is either the date that the Cash Rewards in question are posted to or adjusted from your Cash Rewards Account, or the date on which Cash Rewards that you earned should have been (but were not) posted to your Cash Rewards Account. Any alleged errors regarding your Cash Rewards Account are not considered billing disputes on your Credit Card 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 Cash Rewards to your Cash Rewards Account in a timely manner.

Regions and the Administrator reserve the right to adjust your Cash Rewards Account at any time to correct any Cash Reward balances, including the right to reverse any Cash Rewards that were credited in error and/or not legitimately earned in accordance with these Terms and Conditions. In the event that any already redeemed Cash Rewards are reversed, you agree that Regions also may reverse any statement credits on your Credit Card Account and/or cash deposited to a Regions deposit account for the redemption of those Cash Rewards. Regions' decisions regarding the adjustment of Cash Rewards shall be final.

- **7. Expiration of Cash Rewards.** Unredeemed Cash Rewards will expire no earlier than 48 months after they are earned. Each year any unredeemed Cash Rewards that you earned at least 48 months ago will expire on the last day of the month in which your Credit Card Account was opened and you were automatically enrolled 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 Cash Rewards. Regions reserves the right, in its sole discretion, to add, change or reduce the fees or charges that may be assessed in connection with any Cash Rewards or the Program generally, as described in <u>Section 9</u> below.
- **9. Program Changes and Termination.** The Program is offered at the sole discretion of Regions. 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 provisions of these Terms and Conditions, including changes to fees and charges, changes to the activities by which Cash Rewards may be earned, changes to the amount of Cash Rewards earned for making Qualifying Purchases or any new activity, and changes that may reduce or cancel the redemption value of Cash Rewards credited but not yet redeemed. If we change the Terms and Conditions to provide Cash Rewards for a new activity, no Cash Rewards will be awarded for the new activity that occurred prior to the effective date of the change. We may change the Terms and Conditions without prior notice to you. By continuing to participate in the Program following the change, you are accepting the changes to the Terms and Conditions. You may obtain the current version of the Terms and Conditions:
- By calling our toll-free number 1-855-575-4640 and requesting a copy, or

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• If we provide a Program Website, by accessing that Program Website through Regions Online Banking, where a copy is posted.

Your participation in the Program will terminate automatically if (i) you cease to be the Primary Account Holder for your Credit Card Account, or (ii) your Credit Card Account is closed to new transactions for any reason, 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 Cash Rewards, whether or not credited to your Cash Rewards Account: (i) if, at any time, you have a negative balance of Cash Rewards in your Cash Rewards Account, (ii) in the event of any suspected or actual abuse or fraud relating to the earning or redemption of Cash Rewards, and/or any violation of these Terms and Conditions (including any attempt to sell, exchange, encumber or transfer Cash Rewards); or (iii) upon your death. These rights are in addition to any other legal or equitable remedy that may be available to Regions under applicable law.

- **10. Forfeiture of Cash Rewards.** In the event we terminate the Program or your Credit Card Account is closed to new transactions (whether by you or us), within the 90 days following termination or Account closing you may redeem any Cash Rewards that have been credited to your Cash Rewards Account, unless your ability to redeem has been restricted, as permitted by <u>Section 5</u>. **Except as otherwise required by applicable law, you will forfeit any Cash Rewards that have not been redeemed by the end of this 90-day period.**
- 11. Limitations on Liability. The Administrator is an independent contractor and is not affiliated with Regions. You agree that neither Regions nor the Administrator is liable for (i) the loss, theft, or destruction of any cash you receive by redeeming Cash Rewards, or (ii) any expired Cash Rewards.

 To the fullest extent permitted by law, (i) Regions and/or the Administrator shall have no 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 Credit Card Account regarding Cash Rewards, including the redemption or use of Cash Rewards, and (ii) you release, discharge, and hold harmless Regions and the Administrator from all liability for any loss or other damages arising from or relating to your participation in the Program. You agree to bring any claim under these Terms and Conditions within one (1) year after the cause of action arises, and agree that any such claim or cause of action not brought within this one-year period may be barred.
- **12. Use of the Program Website.** We may, in our sole discretion, provide a Program Website. If we provide a Program Website, you can access the Program Website by logging in to Regions Online Banking and clicking on the link for the Program. 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. If provided, the Program Website will provide information regarding the Program and give you online access to your Cash Rewards Account.
- **13. Assignment.** You may not transfer or assign your Cash Rewards or any other Program benefits. We have no obligation to allow you to assign or otherwise transfer your Cash Rewards or any other Program benefits. If we choose to offer you the option to transfer any Cash Rewards 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 the Credit Card Agreement.

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15. Communications with You. We may communicate with you regarding any matter related to the Program or your Cash Rewards Account by mail, telephone or electronic communications, including emails. By using any Program Website we may choose to provide, you consent to receive all information about the Program and your Cash 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 any 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 Cash 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 Cash 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: 1-855-575-4640.
- **18. Entire Agreement.** These Terms and Conditions constitute the sole and entire agreement between you and us with respect to the Program and your participation in it. 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.

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