

# Savvy Rewards® Terms and Conditions

If You participate in the Savvy Rewards® Program, You agree to the following terms and conditions.

## Definitions:

In the Savvy Rewards Program, these terms have the following meanings:

- "Account" refers to a checking account, credit account, financial account, or other account opened at Your Financial Institution.
- "We," "our," "us," or "Operator" means BreakAway Loyalty, LLC, the operator and administrator of the Program and its subcontractors.
- "Program" or "Savvy Rewards Program" means the program that allows Participants to earn and redeem points for rewards.
- "Rewards Points Account" means the account that tracks points earned by the Participant.
- "You," "your," or "Participant" means the individual(s) who is using the product designated by and from a participating financial institution to obtain points that qualify for rewards.
- "Your Financial Institution" refers to the financial institution where You maintain an Account. This may be a checking account where a debit card has been issued, a credit card account where a credit card has been issued, or any other account maintained by the financial institution on behalf of You.
- "Good standing" means you are not in default under any of your agreements with Your Financial Institution. "Purchase", "qualified purchase", or "qualifying net purchase" means a Card transaction with a Merchant to buy merchandise or services without the use of a Personal Identification Number ("PIN") or processed through a PIN Debit Network. Your Financial Institution reserves the right to determine whether a purchase is qualified to earn points. If you authorize a purchase or other transaction using your PIN, or a Merchant processes your transaction through a PIN Debit Network as a PINless transaction, no points will be earned or made available to you.
- "Link", "Linked", "Householding", or "pooling" means joining Cards or Accounts to one Rewards Points Account so that all points earned by those Cards or Accounts are accumulated under the one Rewards Points Account.
- "Visa Consumer Reward's Card" denotes all consumer credit cards offered: Visa Secured, Cash Back Reward's Card (Visa Platinum and Visa Signature), and University of Dubuque Visa Platinum.
- "Cash Back Rewards" refers to the Savvy Rewards® Program

## Program Administration:

Your Financial Institution reserves the right to cancel, change, or temporarily suspend the Program at any time without advance notice to You, which may result in the cancellation of outstanding points. The accumulated points do not entitle you to any vested rights with respect to points, credits, rewards, or benefits. If Your Financial Institution informs You of any cancellation, change, or temporary suspension of the Program through the Program website or via an email sent to Your last known email address on file. You agree that sending a notice by email or providing notice on the Program Website is a satisfactory method of notifying you. Any additional Program Terms and Conditions posted on the rewards website shall also be incorporated into these Terms and Conditions. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program.

Operator and Your Financial Institution each have the right to monitor all Rewards Point Account activity. Operator and Your Financial Institution each reserves the right to cancel any Program membership 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 any instrument exchangeable for points. If you have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, you may be liable for monetary losses to Operator, including litigation costs and damages and you will not be allowed to participate in the Program in the future.

If you use the Program Web site, we are not obligated to provide any additional communications. Your Financial Institution may send you a periodic statement in the mail that will tell you how many Savvy Rewards Points you have earned and how to redeem your Savvy Rewards Points. If you prefer to receive a monthly statement via e-mail instead of the physical periodic statement, please visit [www.Savvy-Rewards.com](http://www.Savvy-Rewards.com) to sign up for the Savvy Rewards e-mail statement notification. Statements are not mailed to accounts with 100 or fewer points. Providing periodic statements is at the sole discretion of Your Financial Institution. Point balances are available for view online

We reserve the right to terminate your participation in the Program at any time. The terms of this Program are void where prohibited by law. We or Your Financial Institution may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website

Errors in publication of rewards materials may occur. We reserve the right to correct errors at any time including adjustments to past redemptions.

If you believe that you have made purchases that should have resulted in the addition of Reward Points to your accumulated Rewards balance, or feel an error has been made, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Savvy Rewards, will be resolved by us in our sole discretion. Rewards can take up to 30 days from the purchase date to be reflected in the Account balance.

In order for us to undertake an investigation in the matter, you have 60 days from the posting date of the points to your Account to notify us of an error in the point balance. Or if you believe a purchase you made should have resulted in points being added to your account, you must notify us within 90 days of the posting date of the transaction.

## Earning Savvy Rewards Points:

For consumer and business programs, Savvy Rewards Points are referred to as Cash Back Rewards. You will earn points for every qualifying net purchase (purchases less returns) by using your participating Account or Card or by participating in certain other Account activity with Your Financial Institution. Your Financial Institution determines the points earning rate for all transactions or Account activity, and when points begin to accrue. No retroactive points will accrue.

**Debit Card Rewards** Morrill & Janes Bank and Trust customers with Debit Cards, except HSA Cards, ATM Cards, and Pink Ribbon Debit Cards, are eligible for the Savvy Rewards Program benefits. Morrill & Janes Bank and Trust Debit Cards will earn one (1) Savvy Reward point for every five (\$5.00) dollars charged for purchases. Eligible Debit Cards through Morrill & Janes Bank must be enrolled in the Savvy Rewards Program either by visiting the Savvy Rewards website ([www.Savvy-Rewards.com](http://www.Savvy-Rewards.com)) or calling 1-888-216-2897. All Cards accessing the same Account are automatically Linked together by the Account they access. Only one Card accessing an Account needs to be enrolled for the other Cards accessing the same Account to earn and accrue points on the Rewards Points Account. Cards and Accounts Linked to one Rewards Points Account will receive one consolidated statement either in paper or electronic format.

H.S.A Cards, ATM Cards, all Consumer Debit Cards outside of the Morrill & Janes Bank and Trust Debit Card, and Your Financial Institutions Business Cards (Debit and/or Credit) issued to Your Financial Institution's Employees are not eligible for the Program.

**Consumer Secured Platinum VISA® Card** Reward Points accrue at a rate of one (1) point for every \$1.00 in qualifying Net Purchases.

**Consumer Cash Back Rewards Platinum and Signature VISA® Card** Rewards Points accrue at a rate of one (1) point for every \$1.00 in qualifying Net Purchases; three (3) points for every \$1.00 on all qualifying grocery & gas Net Purchases outlined below under Reward Categories.

**Business Cash Back Rewards VISA® Card** Rewards Points accrue at a rate of one (1) point for every \$1.00 in qualifying Net Purchases; two (2) points for every \$1.00 on all qualifying restaurant & gas Net Purchases outlined below under Reward Categories; and five (5) points for every \$1.00 in qualifying office supply Net Purchases outlined below under Reward Categories.

**Commercial VISA® Card** Reward Points accrue at a rate of one (1) point for every \$1.00 in qualifying Net Purchases.

**Reward Categories (Consumer Cash Back Rewards Cards & Business Cash Back Rewards Cards only):**

Select categories earn more than the standard 1% Cash Back Reward's rate. These categories are determined by the Merchant Category Code (MCC) which the merchant assigns to each transaction. The bank has no control over these codes and thus cannot guarantee a transaction will qualify. The Merchant Category Codes we use for each category that receives the enhanced rewards are as follows:

Category	Merchant Category Code(s)
Gas (Consumer & Business)	5541 & 5542
Grocery (Consumer)	5411 & 5422
Restaurants (Business)	5812 & 5813 & 5814
Office Supplies (Business)	5111 & 5943

These categories also have spend caps where any spend over a certain amount will revert to earning the standard 1% Cash Back Reward's rate. These caps are as follows:

Consumer

3% on Gas and Groceries for the first \$20,000 in combined net spend annually.

Small Business

5% on Office Supplies for the first \$10,000 in net spend annually.

2% Gas & Restaurants for the first \$20,000 in combined net spend annually.

The spend caps are on a calendar year basis and reset on January 1<sup>st</sup> each year regardless of when an account is opened.

**Reward Point Background**

Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale. Exchanges also make purchases ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to Savvy Rewards which means Savvy Rewards cannot access the points to put in your account. To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the Savvy Rewards website to be sure you receive points on your purchase.

The following transactions are not considered qualifying net purchases: payments of existing credit card balances, balance transfers, cash advances, ATM transactions, convenience checks, PIN Debit Network processed transactions, fees charged by us (for example, annual fees, late fees, over limit fees, finance charges, and related service charges, if any apply), payments made for prepaid and reloadable cards such as certain gift cards, Visa Buxx®, and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services).

Participants will not earn points if the Account has been closed, whether closed by Participant or Your Financial Institution. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Your Financial Institution will determine what constitutes a closed Account. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.

The Points earned during a calendar month are posted to the Participant's Reward Points Account by the 10th of the following month. Points earned on qualifying purchases that have not been cleared or posted to a Participant's Rewards Points Account are not eligible for redemption.

Dollar and cents amounts will be rounded up to the nearest whole dollar amount when calculating points earned. There is no annual cap to how many points you can earn. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points. Participant is responsible for any personal tax liability that may be related to participation in the Program.

Points from multiple Accounts may be pooled together at the discretion of Your Financial Institution. Pooled points may be redeemed by any of the Participants with access to any of the pooled Accounts.

Your Financial Institution, from time to time, may choose to make points available to you for other relationship activities. We will tell you about these activities, and the points we will make available for your use, by giving you notice through the Program Website or via an email sent to your last known email address on file.

**Linking (House Holding):**

Consumer and Business Cards and Accounts cannot be Linked together. Linking can only occur between Consumer and Consumer Accounts, or Business and Business Accounts. You agree that you will not request an account to be linked to another account unless the accounts are eligible for linking, as described in these Terms and Conditions. You agree that you will only request linking if you are the signer on the Card or Account. You agree that any signer on the Account accessed by a Card, or an authorized user or employee on the Card, may request linking to other Cards issued for that Account. We may unlink Accounts at any time and may terminate your ability to link Accounts at any time without prior notice to you.

**Savvy Rewards Points Expiration:**

Your points accumulate over thirty six (36) months. Your points not redeemed within thirty six (36) months of having been earned will expire on a first-in, first-out basis.

**Redemption of Savvy Rewards:**

Savvy Rewards points can be redeemed, in increments specified on the Savvy Rewards program website, for reward items such as merchandise (Commercial Cards Only), travel, gift cards, cash back, or special promotional offers by visiting the Savvy Rewards program website ([www.Savvy-Rewards.com](http://www.Savvy-Rewards.com)) or by calling the Savvy Rewards Contact Center at (888)-216-2897. You may select rewards from any level as long as you have a sufficient number of Savvy Rewards points available in your Savvy Rewards account at the time of your redemptions. Redemption options may vary based on your card type.

**General Rules:**

- No cash refunds or partial awards will be issued upon redemption of points.
- Program points may not be used with any other discount or coupon offer.
- Points are deducted in real time but all redemptions are subject to audit. If the redemption audit is approved your item(s) will be shipped within 2-4 weeks, if the redemption audit is not approved appropriate points will be reinstated into your account and the redemption will be cancelled.
- Points are redeemable for any item you are eligible for throughout the Program based on the point values specified on the website or print catalog.
- Reward items are revised periodically and discontinued items cannot be ordered.
- You may select items from any level, as long as you have the necessary number of points available for redemption on your Rewards Points Account.
- All points must be redeemed using the Program website located at [www.Savvy-Rewards.com](http://www.Savvy-Rewards.com) or by calling 1-888-216-2897 and speaking with a Rewards Specialist.
- If you have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.
- Points will be redeemable only if your Rewards Points Account is open and in good standing.
- The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
- Your Financial Institution reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
- Any point balance remains the property of Your Financial Institution until redeemed, and your point balance will remain the property of Your Financial Institution should you fail to exercise your redemption rights.
- Your Financial Institution, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
- Your Financial Institution reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.
- Any award that is shipped will ship UPS, USPS, or an accepted domestic delivery service and will usually deliver within 2-4 weeks. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.
- A gift can only be exchanged in the event that it arrives in defective or damaged condition. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept gift/freight shipment. Instructions on how to return defective or damaged items are included with your gift. If you need additional information, please call 1-888-216-2897. Items must be returned within 30 days of receipt.
- Redemption values for any redemption item may change at any time without notice. Operator or Your Financial Institution reserves the right to cancel any redemption option at any time.
- Cardholder is responsible for any federal, state, or local income or other taxes or gratuities, if applicable.

**Customer Service:**

If you have a problem or question regarding whether you earned points from a particular transaction, whether your points were properly redeemed or the status of your redemption order, or any other question regarding the Program, you can go to [www.Savvy-Rewards.com](http://www.Savvy-Rewards.com), call 1-888-216-2897, or mail to P.O. Box 680234, Marietta, GA 30068-0004.

If you choose to contact us by e-mail, send your full name and address and the issue. Do not send your card number or other personal financial information by e-mail because e-mail communications may not be secure.

**Point Purchasing (Commercial and Debit Cards Only):**

1. You may purchase additional Savvy Rewards points online at [savvy-rewards.com](http://savvy-rewards.com) or by calling Savvy Rewards Customer Service at 888-216-2897.
2. Rewards points must be purchased with a valid Savvy Rewards credit card.
3. Purchased rewards points expire three (3) years from the date purchased.
4. Purchased rewards points can be used to redeem for Rewards the same as Earned and Bonus Points.
5. We may change the ability to purchase rewards points, denominations of rewards points available for purchase, or the cost to purchase rewards points from time to time without notice to you.
6. Elective returns of purchased rewards points are not allowed.

**Merchandise Rewards (Commercial Cards and Debit Cards Only):**

Merchandise orders cannot be canceled once they have been placed through the Savvy Rewards website. Instead, those orders must be returned upon arrival. Please see the Merchandise Return Policies & Process, below, for more information.

**Return Process:**

For items that are received damaged, recipient must notify our returns subcontractor, Hinda ("Customer Service"), at 800-621-4112 within 48-hours of delivery. For items that become defective within 30 days of receipt, please call Customer Service. For items that become defective after 30 days of receipt, Customer Service will provide a 'proof of purchase' so the item can be presented for service under any manufacturer warranty. Some manufacturers e.g. Apple, Troy-built, Furniture, etc., will not allow returns, but will provide warranty service. In these cases, the

award recipient may receive instruction on how to request warranty service as opposed to a complete award replacement from the manufacturer. NOTE: Digital award items are not returnable. Because codes are "live" and e-mailed to recipients, Hinda is unable to return or exchange such digital products.

**In Summary:**

1. Any items received damaged must be reported within 48 hours of receipt and any items received defective must be reported within 30 days of receipt.
2. The award program participant must call Hinda Customer Service to report the issue.
3. Hinda will provide a Return Authorization number to the participant and return instructions. The participant will be responsible for any shipping costs incurred.
4. The participant should repackage the item in its original packaging and write the Return Authorization number on the box.
5. Hinda will authorize the delivery carrier to pick up the item.
6. Once received, the return is inspected and entered into the system. If eligible for replacement an order is entered. There is no cost to the participant.
7. The replacement item will ship to the participant within 48 hours of the replacement order being processed (if in stock). Allow 4 to 6 weeks for delivery if drop-ship item. NOTE: Replacement orders are manual orders and will not appear on the website. The status of the original order will remain as shipped.
8. If the original item is discontinued and there is no direct replacement, award points will be refunded to the participant.

**Delivered, Non-received Orders:**

If an item is tracked as delivered and signed for, then the participant will be provided that information. If the item is delivered without signature and participant is stating non-receipt, Hinda will issue a tracer on the package with the carrier which can take 7-10 days. In the meantime, Hinda will ship a replacement to the participant as long as it is reported within 60 days of ship date. If original package is deemed delivered or found by the participant we will start the return process to have items shipped back to Hinda. Hinda Incentives assumes no liability for failed deliveries caused by incorrect addresses.

**Receipt of Wrong Item:**

On the rare occasion that a participant receives a wrong item, they should contact Hinda. Hinda will issue a return authorization for the wrong item and it will be picked up. A replacement order will be entered for the correct item.

**Change of Address:**

Address change requests can be accommodated on open or backorder orders. If the order is in the process of being packed and shipped, we will do our best to change the address, but we cannot guarantee it will be changed prior to shipment. If the address cannot be changed, the participant will be notified.

**Backordered Items:**

Items which are on back order for more than sixty (60) days may be cancelled due to unavailability; a full refund of points will be processed for the item(s) cancelled.

**Merchant Funded Points:**

From time to time, and at our sole discretion, we may extend offers to you from Participating Merchants that will allow you to earn additional points based upon the amount of your purchase with the Participating Merchant ("Merchant Funded Points"). These points are in addition to the points awarded you by Your Financial Institution. Offers extended by some Participating Merchants will allow you to earn points on online purchases only. Online offers must be accessed by clicking on the link from the specific offer on the Program Website. **If you go directly to the Participating Merchants Website, you will not earn points.** Operator and Your Financial Institution do not endorse nor have a relationship with any Merchants engaged in the Program and carry no responsibility for lost points related to incorrect merchant reporting. If the Participating Merchant does not fulfill its obligations with respect to the points, or if the Participating Merchant does not agree that the points should have been accumulated, we will not have an obligation to add them to your points balance. Details of the Merchant Funded Points Offers, including a list of Participating Merchants, specific point offers, and eligibility rules for such offers, can be found on the Program Website

**Cash Back & Credit Card Account Rewards:**

Savvy Rewards Points may be redeemed for a credit to your Account associated with your Rewards Account Login ("Account Credit"), or to a deposit account of your choosing held by a domestic United States Financial Institution ("ACH to Another Account"). Please allow up to 14 business days for the credit to post to your Account. Redemption values may change at any time and Your Financial Institution reserves the right to cancel these redemption options at any time.

**Travel Rewards:**

Any experiential travel or vacation package is non-refundable and non-cancelable. Any participating merchant is not a sponsor of this Program. The Participant is responsible for making reservations and completing any requirements requested to complete the reservation. The Operator or Your Financial Institution is not responsible for any additional fees incurred related to booking or travel with a package.

**Airline Tickets:**

Airline Travel Rewards

1. You may use Savvy Reward points toward the purchase of an airline ticket on any airline carrier that can be booked by our travel service at the Point redemption rate of airline travel reward value agreed upon in your card program.
2. Airline tickets may be booked online at <https://www.savvy-rewards.com/Default.aspx> or by calling the Savvy Rewards Service Center at 1-888-261-2897 between 6:00 am to 9:00 pm Central Time Monday through Friday and 8:00 am to 9:00 pm Central Time Saturday and Sunday.
3. Airline tickets will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to your Savvy Rewards Card account on record with us, or we may, at our discretion, offer you the ability to charge the difference to another card with another Financial Institution.
4. We reserve the right to choose the airline and routing on which to book and ticket redemptions and to exclude an airline for safety or quality purposes.
5. Air travel may be limited to availability. We do not guarantee the availability of any flight, airline, or seat. There are no blackout dates.
6. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel rewards.
7. All airline ticket rewards are subject to availability.

8. All airline ticket rewards are non-refundable and non-changeable, unless you elect to change the ticket directly with the airline and you are willing to pay any fees charged by the airline for changes.
9. Tickets are subject to the applicable airline rules and regulations.
10. Tickets must be booked a minimum of three (3) calendar days prior to scheduled travel but no more than 330 days in advance.
11. We, Your Financial Institution, and the Savvy Rewards Program are not responsible for communication of airline schedule changes.
12. Flight reservations should be reconfirmed at least 24 hours in advance for domestic flights and 72 hours in advance for international flights with the individual airlines.
13. The traveler must present a valid government issued photo ID at airport check-in. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed Points for the ticket.
14. Ticketing fees do apply.
15. Airline tickets will incur a \$30 non-refundable processing fee for redemptions made online at savvy-rewards.com or with a Savvy Rewards Customer Service Agent, as applicable. Processing fees can be paid with points or a payment card.
16. A maximum of eight airline tickets may be booked per online reservation. Some carriers may allow up to nine airline tickets to be booked per reservation. To request reservations for nine tickets, please call a travel representative at Savvy Rewards at 888-216-2897.
17. All tickets will be issued at the time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. When paper tickets are required by the airline, your ticket(s) will be shipped via USPS Priority Mail (two to three business days) at no additional charge to you. For airlines that issue tickets electronically, if you request paper tickets, delivery is subject to the airline's rules and processing fees.
18. Changes to the travel itinerary, lost tickets, or cancellation of flights made through the Savvy Rewards program will be subject to a change fee and will be disclosed at the time of change. This fee may be in addition to any fees the airline may charge you directly, based on their procedures, policies, penalties and additional charges.
19. Your Financial Institution and the Operator are not responsible for the performance by the airlines. All reservations are made subject to the conditions of carriage, 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 brought down by this industry are done quickly and without notice, therefore, reward redemption rules for air travel are subject to change without notice.

#### Hotel Reservations:

1. You may use rewards points toward the purchase for a hotel reservation at any hotel chain that can be booked by the Operator's travel service.
2. Hotel reservations can be booked online at savvy-rewards.com or by calling Savvy Rewards Customer Service at 888-216-2897.
3. Hotel reservations cannot be made for more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference and have this amount charged to a payment card.
4. A government-issued photo ID and a valid credit card or cash deposit are required at check-in. Age restrictions or additional fees may apply for guests who are under the age of 21.
5. Upon check-in, some hotels may authorize a nightly deposit on the card for incidental charges.
6. Hotel reservations include room and applicable taxes only, unless otherwise noted. Any additional hotel charges, such as resort fees and hotel energy surcharges and incidentals that you incur while traveling, are not included in your reservation and must be paid directly to the hotel. Incidental charges may include but not be limited to, parking fees, baby-sitting, room service, phone and internet usage fees, in-room movies, mini-bar charges and gratuities.
7. Extra-person charges may apply and vary depending on hotel policy.
8. Reasonable attempts will be made to notify you of hotel renovation or refurbishment. Neither us nor the Operator nor their respective Affiliates shall be liable for not providing this notice or for damages that may result from such renovation or refurbishment.
9. Your Financial Institution and the Operator are not responsible for the performance by the hotel.

#### Car Rentals:

1. You may use rewards points to book a car rental at any car rental agency that can be booked by the Operator's travel service.
2. Car rentals can be booked online at savvy-rewards.com or by calling Savvy Rewards Customer Service at 888-216-2897.
3. The renter must have a valid driver's license. Age restrictions may apply. Please see complete detailed rental information.
4. Car rentals cannot be made for more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference and have this amount charged to a payment card.
5. Prices include all mandatory taxes, surcharges, and fees. Charges for optional services or special equipment, fuel, insurance waivers, drop off charges, underage drivers, etc. vary by Supplier, are not included, and are payable at the rental counter. Charges are billed directly by the car rental Supplier, and are subject to change.
6. Car rental rewards are based on 24 hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges which are the responsibility of You or the reward recipient.
7. Redemption and advance purchase rental rates may include unlimited mileage, taxes and fees.
8. Local taxes, charges, and fees not included will be assessed by the car rental Supplier directly, and are subject to change. Rental terms, cancellation fees and any additional fees are subject to change without notice and may vary by supplier.
9. Extra days, extra hours, upgrades to higher car classes, and optional services (if applicable), are the responsibility of the renter.
10. Any taxes and fees levied on extra days, extra hours, upgrades to higher car classes, and optional services (if applicable), are the responsibility of the renter.
11. A valid credit card in the driver's name must be presented at the rental counter for additional charges.
12. Rentals are subject to standard rental and rate conditions, as well as car availability at the time and place of rental.
13. Not combinable with any tour or group rate, coupon or promotion.
14. Your Financial Institution and the Operator are not responsible for the performance of the car or car rental agency.

#### Rewards Cards:

Once Rewards Cards are issued they are non-refundable and non-cancelable. You assume all risk and responsibility for lost, stolen, or otherwise destroyed Rewards Cards. Gift Certificates/Gift Cards are subject to the terms and conditions imposed by the merchant, which in most cases appear on the Certificate or Gift Card. Please immediately read the back of your Gift Certificate/Gift Card for terms and conditions on non-use and expiration dates. **Notice: Value may be depleted if not used within given timeframe.** Merchants are solely responsible for the fulfillment of services. We, and Your Financial Institution, have no further obligation once the Certificate/Gift Card is issued. At checkout, you will have the option to add shipping insurance to redemptions.

#### Warranty:

The manufacturer's warranty, if any, is the only warranty covering Merchandise Rewards. We make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the Merchandise Rewards or the goods or services offered by any participating merchant of Gift Certificates/Gift Cards Reward.

**Point Gifting (Commercial Cards and Debit Cards Only):**

You may gift points to other Savvy Rewards Points Accounts and/or Participants. Gifting points is free. Points may be gifted in any denomination and can only be gifted to accounts that are open and in good standing with Your Financial Institution. Gifted points expire twelve (12) months from the date the points are gifted. All card programs can receive gifted points.

**Liability:**

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Your Financial Institution's decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. Any and all taxes on points, merchandise, accommodations, travel, or services in connection with the Program are Your responsibility. Please consult with a tax advisor concerning any income or other tax consequences that may be related to Your rewards.
5. You may cancel your participation in the Program at any time by calling 1-888-216-2897. Your point total will be forfeited and cannot be transferred to another Rewards Account. Any negative point balance will carry over to another Savvy Rewards Account in Your name.
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