

# MilesAway Rewards - Terms and Conditions

MilesAway Rewards ("Program") is a promotional incentive program offered by NCMIC Finance Corporation ("Card Issuer," "we," and "us") and serviced by BreakAway Loyalty, LLC ("Program Administrator" and "Administrator"). Under the Program, you will earn rewards points at the rate outlined in these terms and conditions per each dollar (\$1) spent in qualifying net purchases (purchases minus returns/credits) with an eligible MilesAway credit card that has been enrolled in the Program ("Eligible Card"). You can use these reward points to obtain gift cards/certificates, travel rewards, cash back, merchandise, and additional benefits (referred to generally as "Rewards"). By participating in the Program, you are agreeing to be bound by the following terms and conditions. In addition to these terms and conditions, your card agreement (the "Card Agreement") with us relating to your use of your MilesAway credit card shall also continue to govern your use of the Program. In the event of a conflict between the Card Agreement and these terms and conditions, the Card Agreement will govern (except these terms and conditions shall govern in any matter relating to the Program).

## Eligibility

MilesAway credit cards issued in the United States and currently in good standing (i.e., not cancelled, suspended, or any other status preventing authorizations) may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular card or cardholder is eligible to participate in the Program.

## MilesAway Program Enrollment

As a MilesAway credit cardholder, each eligible account on which you are listed on our records as the primary account holder is automatically enrolled in the Program.

## Qualifying Purchases

Only Net Qualifying Purchases (purchases minus returns/credits) with an Eligible Card can earn rewards points. A "Qualifying Purchase" is any signature-based purchase, Internet purchase, phone or mail order purchase, contactless purchase (purchases made by holding your card or other device up to a secure reader instead of swiping or inserting your card), or small dollar purchases for which you are not required to sign. "Net Qualifying Purchases" are Qualifying Purchases made with an Eligible Card less any returns, credits, or adjustments that are not payments. Payments of existing card balances, balance transfers, cash advances, Automatic Teller Machine (ATM) and bank teller transactions, and fees charged by us (for example, finance charges, and related service charges, if any apply) are not Qualifying Purchases. We do not determine whether merchants appropriately identify and bill all Qualifying Purchases you make on your card. We reserve the right to determine in our sole discretion whether a particular card transaction is a Qualifying Purchase.

## Rewards Points

Rewards points will be accumulated at a rate specific to each MilesAway card type. Reward rates for each MilesAway Card type are as follows:

**MilesAway Essential:** No rewards available.

**MilesAway Classic:** 1 reward point per each \$1 in Net Qualifying Purchases ("Earned Points").

**MilesAway Preferred:** 1.5 reward points per each \$1 in Net Qualifying Purchases ("Earned Points").

**MilesAway Choice:** 3 reward points per \$1 in Net Qualifying Purchases made in 3 categories you select, up to \$7,000 per quarter ("3% Rewards"); 2 reward points per \$1 in Net Qualifying Purchases made in 3 additional categories you select ("2% Rewards"); and 1 reward point per each \$1 in all other Net Qualifying Purchases (collectively, "Earned Points").

- Additional terms for MilesAway Choice: For 3% Rewards, you will earn 3 reward points per \$1 in Net Qualifying Purchases made in 3 purchase categories you select. During any calendar quarter in which you exceed \$7,000 in Net Qualifying Purchases in your combined 3% Rewards purchase categories, you will earn you will earn 1 reward point per each \$1 in any additional Net Qualifying Purchases in your 3% Rewards purchase categories during that quarter. For 2% Rewards, you will earn 2 reward points per \$1 in Net Qualifying Purchases made in 3 additional purchase categories you select. You must select the purchase categories that will be applicable to your 3% Rewards and 2% Rewards on a quarterly basis online at [www.mymilesawayrewards.com](http://www.mymilesawayrewards.com). Available purchase categories are subject to change each quarter. You will be able to select your 3% Rewards and 2% Rewards purchase categories beginning on the first day of each quarter. Once you have selected 3% Rewards and 2% Rewards purchase categories, you may not change your selections until the next quarter. If you do not make any selections in a quarter, your selections from the previous quarter will apply. If you do not make any initial selections, you will earn 1 reward point per each \$1 in Net Qualifying Purchases for all categories until you make selections. Merchants who accept credit cards are assigned a merchant category code, which we do not assign or control. We use these merchant category codes to determine if a purchase is within a particular purchase category. However, even though a merchant may appear to fit within a purchase category, the merchant may not have a merchant code in that category. This means that sometimes a purchase may not qualify for 3% Rewards or 2% Rewards.

We reserve the right to award bonus reward points ("Bonus Points") to selected cardholders or for promotions. Accrual of rewards points will begin on the date the Eligible Card is activated. There is no limit to the number of rewards points that can be accrued. Net Qualifying Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of rewards points to be posted to your rewards account. Rewards points are typically awarded within one (1) to three (3) business days after the Qualifying Purchase posts to your Eligible Card account. If you make a Qualifying Purchase in part with your Eligible Card and in part with another form of payment (known as a "split-tender" transaction), you will earn rewards points only for the amount you pay with your Eligible Card. Any returns, credits, or chargebacks earn "negative" rewards points and such "negative" rewards points will reduce the total rewards points posted to your account. If a Qualifying Purchase is subject to a billing dispute, the rewards point value of the Qualifying Purchase will be deducted from the rewards points total during the dispute period. If the Qualifying Purchase is reinstated, rewards points will be reinstated. If at any time an Eligible Card is not in good standing (i.e. cancelled, suspended, or any other status preventing authorizations), Qualifying Purchases you make while the Eligible Card is not in good standing will not accrue any rewards points. Occasionally, we may authorize an adjustment to your rewards point balance. These adjustments can be positive or negative. Details on adjustments can be found by speaking with MilesAway Rewards Customer Service at 1-877-521-1281. Rewards points have no cash or other value, except to obtain Rewards as set forth below. Points cannot be used to offset your payment obligation to us. Rewards points can be transferred between two enrolled MilesAway accounts, but cannot be transferred for any other reason including upon death or as part of a domestic relations matter. You may not transfer or sell your MilesAway Account.

## Rewards Points Expiration/Forfeiture

For the MilesAway Classic Card: Earned Points, Bonus Points, and Purchased Points expire three (3) years from the date earned, awarded, or purchased; and Gifted Points expire one (1) year from the date they are gifted. For the MilesAway Preferred Card and the MilesAway Choice Card, reward points never expire. Your positive reward point balance will be forfeited if your card account is closed or suspended by you or by us. We will determine in our sole discretion what a closed or suspended account is. We have no obligation to provide you with notice of expiration or forfeiture of rewards points. You are not entitled to compensation from us, or from any other entity, when your rewards points expire or if they are forfeited for any reason.

## Rewards Points Activity/Redemption

You can view your MilesAway rewards account point balance and rewards points earning and redemption activity at any time online at [www.mymilesawayrewards.com](http://www.mymilesawayrewards.com). You can also call 1-877-521-1281 for such information. Rewards points are tracked and redeemable on a first-in, first-out basis. Once a redemption order is placed, your MilesAway account will be reduced by the number of rewards points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable (and there is no substitute Reward available) your rewards points will be reinstated and you will be notified of the cancelled Reward order.

# How to Redeem My MilesAway Rewards Points

For each Eligible Card on which you are listed in our records as the primary account holder, you can redeem rewards points online anytime by registering at [mymilesawayrewards.com](http://mymilesawayrewards.com) or by calling the MilesAway Rewards Customer Service Center at 1-877-521-1281 Monday through Friday from 8 am to 10 pm EST and Saturday and Sunday 9 am to 10 pm EST. You can only acquire Rewards to the extent that you have the required number of rewards points in your MilesAway rewards account.

## Reward Redemption Choices

All Rewards are subject to availability and have no cash value. You may redeem rewards points for the following Rewards, subject to the restrictions and limitations provided in the Terms and Conditions of the particular Reward:

### Travel- Airline

1. You may use rewards points toward the purchase of an airline ticket on any airline carrier that can be booked by the Program Administrator's travel service.
2. Airline tickets may only be booked online at [mymilesawayrewards.com](http://mymilesawayrewards.com) or by calling MilesAway Rewards Customer Service at 1-877-521-1281.
3. Airline tickets must be booked a minimum of three (3) calendar days prior to scheduled travel date, but no more than 330 days in advance.
4. Airline tickets will incur a \$25 non-refundable processing fee for redemptions made online at [mymilesawayrewards.com](http://mymilesawayrewards.com) or a \$25 non-refundable processing fee for redemptions made with a MilesAway Customer Service Agent, as applicable. Processing fees can be paid with points or a payment card.
5. 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 a payment card.
6. 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.
7. Air travel may be limited to availability. We do not guarantee the availability of any flight, airline, or seat. There are no blackout dates.
8. For international destinations, travel is valid to major international gateway cities that are supported by participating carriers.
9. 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.
10. 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 MilesAway Rewards at 1-877-521-1281.
11. Tickets are subject to the applicable airline rules and regulations.
12. All tickets will be issued at 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.
13. Upon receipt of travel documents or confirming itinerary, please verify the travel dates, origination and destination cities and travelers' names to ensure they are the same as shown on the valid proof of identification that will be displayed at the time of check-in.
14. Advance seat assignments, if available and allowed by the airline, are not guaranteed. If you have a specific request, please work directly with the airline.
15. Flight reservations should be reconfirmed at least 24 hours in advance for domestic flights and 72 hours in advance for international flights with the ticketing airline.
16. The Card Issuer and the Program Administrator are not responsible for communication of airline schedule changes.

17. Changes to the travel itinerary, lost tickets, or cancellation of flights must be made through the airline directly. The airline may charge you a fee directly, based on their procedures, policies, penalties and additional charges.
18. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed rewards points for the ticket.
19. Allow a minimum check-in time of 2 hours for domestic flights and 3 hours for international flights.
20. In accordance with TSA regulations, all passengers will need to provide their name as it appears on a government issued photo ID when traveling, date of birth, and gender. For domestic travel, all passengers over the age of 18 are responsible for obtaining and providing a government-issued photo ID at airport check-in. For international travel, all passengers are responsible for obtaining and providing all required travel documents, including valid proof of citizenship or naturalization, vaccination certificates and/or visas and passports before boarding an aircraft or entering another country. Some airlines may require a birth certificate for infants under the age of 2 traveling without charge.
21. Industry regulations require passenger names on all checked baggage and strongly recommend names on all carry-on baggage.
22. Baggage fees and requirements vary per airline. Please contact your ticketed airline directly for more information on appropriate size, weight requirements and baggage fees.
23. Airline flights may be overbooked and there is a chance that a seat assignment will not be available on a flight for which a person has a confirmed reservation. If the flight is overbooked, no one will be denied a seat until airline personnel first ask for volunteers willing to give up their reservation in exchange for a payment of the airline's choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with their particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation.
24. The Card Issuer and the Program Administrator 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.
25. The Card Issuer and the Program Administrator are not responsible for delays or cancellations caused by strikes, labor disputes, government actions, weather or any other causes beyond our control.
26. The Card Issuer and the Program Administrator are not responsible for lost, stolen, damaged or destroyed baggage or contents of baggage.

## **Travel- Hotels**

1. You may use rewards points toward the purchase for a hotel reservation at any hotel chain that can be booked by the Program Administrator's travel service.
2. Hotel reservations can be booked online at [mymilesawayrewards.com](http://mymilesawayrewards.com) or by calling MilesAway Rewards Customer Service at 1-877-521-1281.
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 we nor the Program Administrator or their respective affiliates shall be liable for not providing this notice or for damages that may result from such renovation or refurbishment.
9. The Card Issuer and the Program Administrator are not responsible for the performance by the hotel.

## Travel- Car Rentals

1. You may use rewards points to book a car rental at any car rental agency that can be booked by the Program Administrator's travel service.
2. Car rentals can be booked online at [mymilesawayrewards.com](http://mymilesawayrewards.com) or by calling Rewards Customer Service at 1-877-521-1281.
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. The Card Issuer and the Program Administrator are not responsible for the performance of the car or car rental agency.

## Merchandise

1. You may use rewards points to obtain merchandise that we make available in the Program ("Merchandise Rewards"). The Card Issuer may change the merchandise selection or their denominations from time to time without notice to you.
2. If particular merchandise is no longer available or is out of stock, we reserve the right to offer a substitute product of equal or greater value.
3. You may return damaged merchandise for replacement with the same Reward. You must notify Rewards Customer Service at 1-877-521-1281 of the damaged Reward within 48 hours of receipt.
4. You may return defective merchandise for replacement with the same Reward if the merchandise becomes defective within 30 days of receipt. You must notify Rewards Customer Service at 1-877-521-1281 of the defective Reward within 30 days of receipt. Some manufacturers (e.g., Apple, Troy-built, Furniture, etc.) will not allow returns but will provide exceptional warranty service. In these cases, the award recipient may receive instruction on how to obtain 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.
5. For items that become defective after 30 days of receipt, MilesAway Customer Service will provide a proof of purchase so that the item can be serviced under the manufacturer warranty, if applicable.
6. Merchandise Rewards that are unsatisfactory may be eligible for return. You must contact MilesAway Customer Service at 1-877-521-1281 within 24 hours of delivery. If an elective return is authorized, the item must be returned within 14 days of delivery and shipped at your expense. This process must be coordinated through MilesAway Rewards Customer Service. Once returned, the item will be inspected and if acceptable,

reward points will be refunded to you less a potential restocking fee. Items must be returned unused and in the original packaging and must be in resalable condition.

7. The manufacturer's warranty, if any, is the only warranty covering Merchandise Rewards. Neither we nor the Program Administrator make any 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.
8. Merchandise may only be shipped to a street address within the United States, not to a P.O. Box, APO, FPO or DPO address. Some items may not be shipped to Alaska or Hawaii. Standard shipping is included in the points redemption price for Merchandise Rewards.
9. Please allow four (4) to six (6) weeks for delivery of Merchandise Rewards.
10. Merchandise pictured in a Program brochure or website may not reflect exact colors or models of actual Rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. The Card Issuer and the Program Administrator are not responsible for errors or omissions.
11. Purchase Protection or Extended Warranty Coverage, which may normally apply to purchases made with your MilesAway credit card, does not apply to Merchandise Rewards received through this Program.

## **Gift Cards/Certificates**

1. You may use rewards points to obtain gift cards/certificates that we make available in the Program. We may change the gift card/certificate selection or their denominations from time to time without notice to you.
2. Gift cards/certificates cannot be exchanged, re-loaded, or returned and are not redeemable for cash or credit.
3. Gift cards/certificates are not replaceable if lost, stolen, destroyed, expired, or never received (lost in transit).
4. Elective returns of gift cards/certificates are not allowed.
5. The Card Issuer and the Program Administrator assume no liability for failed deliveries caused by incorrect addresses.
6. Gift cards/certificates will not be personalized and are transferable to any person.
7. The merchant is solely responsible for the fulfillment of gift cards/certificates and services. The Card Issuer and the Program Administrator are not responsible for the merchant's failure to honor the gift card/certificate or if they go out of business or declare bankruptcy.
8. You and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes.
9. Gift cards/certificates may only be shipped to a street address within the United States, not to a P.O. Box, APO, FPO or DPO address. Some items may not be shipped to Alaska or Hawaii. Standard shipping is included in the rewards points redemption price for gift cards/certificates.
10. Please allow four (4) to six (6) weeks for delivery of gift cards/certificates.
11. Some Gift Card/Certificate Rewards are available as electronic gift cards ("eGift Cards") and will require a valid email address on file with us in order to be delivered. Upon redemption, eGift Cards will typically be sent to the email address on file within one (1) business day.
12. The Program is not affiliated with any of the merchant gift cards offered and the merchant gift cards offered are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants.
13. Additional terms and conditions appearing on or with the gift card/certificate or otherwise imposed by the merchant or retailer will also apply.

## **Cash Back**

1. Cash back rewards will be credited to your MilesAway credit card that is associated with you as the primary account holder.
2. The minimum cash back reward allowed is \$25.
3. Cash back rewards will typically post to the selected option within ten (10) business days.
4. You are responsible for any outstanding balance owed on the MilesAway credit card after the credit is applied.
5. Elective returns of cash back rewards are not allowed.
6. We may change the cash back selection or denominations from time to time without notice to you.

## Transaction Eraser Credits

1. Transaction eraser credits are available on Qualifying Purchases made in the last 90 days using your Eligible Card.
2. The minimum transaction eraser credit allowed is \$25.
3. Transaction eraser credits will typically show as a statement credit on your MilesAway credit card account within ten (10) business days.
4. Only one transaction eraser credit is allowed per Qualifying Purchase transaction.
5. Elective returns of transaction eraser credits are not allowed.

## Charity Rewards

1. You may use rewards points to make donations to participating charities.
2. Charitable donations are administered by TisBest.org. The Program is not affiliated with TisBest.org or any charities available through them.
3. The list of charities participating in the Program is subject to change and any charity's participation may be discontinued at any time without notice.
4. All donations will be made approximately six (6) weeks after you make the redemption.
5. Redemption of rewards points for the purpose of making a donation to charity is generally not tax deductible. You should check with your tax advisor if you have any questions in this regard. Receipts stating the dollar value of the charitable donation made in connection with any redemption will not be given.
6. Returns of charity rewards are not allowed.

## Reward Point Gifting

1. You may give some or all of your rewards points ("Gifted Points") to another MilesAway cardholder enrolled in the Program. Simply indicate the number of rewards points you want to give to the other cardholder and identify the other cardholder's Rewards ID number so that we can identify the cardholder to whom you are gifting rewards points. We cannot give the other cardholder's information to you.
2. You cannot give rewards points to cardholders not enrolled in this Program. Rewards points from this Program cannot be gifted to a cardholder enrolled in any other rewards program.
3. Once you give the rewards points to another member, the rewards points will be deducted from your rewards points total and added to the other cardholder's rewards points total. Once that occurs, you will have no right to use the rewards points for any other Rewards.
4. Gifted Points that you receive from another cardholder are not considered Earned Points and cannot be gifted to anyone else.
5. Returns of gifted points are not allowed.

## Point Purchasing

1. You may purchase additional MilesAway Rewards points ("Purchased Points") online at [www.MymilesAwayrewards.com](http://www.MymilesAwayrewards.com) or by calling Rewards Customer Service at 1-877-521-1281.
2. Rewards points must be purchased with a valid MilesAway credit card. .
3. Purchased rewards points can be used to redeem for Rewards the same as Earned Points and Bonus Points.
4. 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.
5. Elective returns of purchased rewards points are not allowed.

## Additional Terms and Conditions for Reward Redemptions:

1. Neither we nor the Program Administrator is liable to you if a Reward expires prior to your use of the Reward.
2. An expired Reward will no longer be available for use or redemption.
3. For a current list and description of the Rewards, as well as the number of rewards points necessary to obtain each Reward, go to the Program website at [www.mymilesawayrewards.com](http://www.mymilesawayrewards.com) or call 1-877-521-1281.

4. It is your responsibility to notify MilesAway Customer Service at 1-877-521-1281 in the event you do not receive a reward.

## Linking

Linking other Eligible Cards to your MilesAway Rewards account allows you to earn Rewards more quickly because all rewards points are earned into a single MilesAway Rewards Account. A linked relationship results in one Eligible Card being designated as the primary card, with all others designated as secondary cards. The primary and secondary cards will have the same rights to earn rewards points, access the Program website and telephone system, and redeem rewards points. Your Eligible Card can be in only one linked relationship at a time. Enrollment for online access to the MilesAway Rewards program and a valid email address is required for all accounts in order to be linked. You may submit a request to us to link other Eligible Cards to your enrolled card by visiting the "My Account" section of the Program website (click on Request Linking) or by calling MilesAway Rewards Customer Service at 1-877-521-1281. You will also see any linked cards in the "My Account" section of the Program website. If any of the cards to be linked are not yet registered for online access to the MilesAway Rewards program or do not have a valid email address on their MilesAway Rewards Account, linking will not be allowed. You will receive notice of the linked relationship by electronic mail after the linking. If your card is a secondary card in a linked relationship and your Program participation is cancelled, all of your points remain available to the cards remaining in the linked relationship if they are active. If you later decide to unlink cards, you may do so by visiting the "My Account" section of the Program website or by contacting us directly. At the time of unlinking, points in the linked MilesAway Rewards Account at our discretion may remain available to the cards remaining in the linked relationship (if any), remain with the card that was designated as primary during the linked relationship, or (for points resulting from a Qualifying Purchase) be credited to the MilesAway Rewards Account associated with the card that was used for the Qualifying Purchase.

## Communications with Program Participants

We may communicate with you regarding any matter related to the Program via mail, via telephone or via electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website in the Message Center. All electronic communications from us are deemed to be communications "in writing" and are deemed to be delivered no later than the earlier of the date actually received (or five days from the date of posting or dissemination). You may update your contact information (address, email address, phone number, etc.) by visiting [mymilesaway.com](http://mymilesaway.com) or by calling Cardholder Services at 1-888-903-0141. Please allow two (2) to three (3) business days for updated contact information to reflect on your MilesAway Rewards Account. To access your MilesAway Rewards Account electronically, you need a Windows or Mac-compatible computer, Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 9.0 or later or another compatible browser) and an e-mail account. To retain copies of electronic communications, you need a printer attached to your computer or sufficient storage space on your disk drive to save an electronic copy. Additionally, you must have a password to access your information electronically or to conduct any activity online regarding your MilesAway Rewards Account on the Program website. If you would like to request a paper copy of these terms and conditions, contact Rewards Customer Service at 1-877-521-1281 or by U.S. mail at 1805 Old Alabama Rd, Ste 250, Roswell, GA 30076. If you use the Program website, we are not obligated to provide any additional hard copy communications to you. We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program. At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please call MilesAway at 1-877-521-1281. In addition, by enrolling in the Program, you authorize us and the Program Administrator to use information related to your Program participation and your MilesAway Rewards Account (and information provided by you to participate in the Program) to customize your Program experience. This may include communicating special offers and featured Rewards and customizing the promotional information (if you choose to receive such promotions). Although features and applications permitting Program participation via mobile devices are not currently available, these convenient features may be available in the future. Such features and applications may include alerts and promotional offers provided via SMS or a downloadable application. If and when these features and applications are available, they will be subject to additional terms and conditions and minimum hardware, software and service requirements, which will be communicated to you prior to use. For example, to participate in an SMS-based service, you must maintain, at your own cost, a mobile device capable of sending and receiving text messages. Message and data rates may apply to each text message sent and received in connection with the feature. Please see your wireless provider to review your wireless plan details.

## Lost, Stolen or Damaged Cards

You will not lose the points in your MilesAway Rewards Account if your Eligible Card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your Eligible Card is lost or stolen, call Cardholder Services directly at 1-888-903-0141, to report the loss or theft. When your replacement card is reissued, your MilesAway Rewards Account will automatically be linked to that new card.

## Customer Service

If you have a problem or question regarding whether you earned rewards points from a particular Qualifying Purchase, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach MilesAway Rewards Customer Service via telephone at 1-877-521-1281, or via U.S. mail 1805 Old Alabama Rd, Ste 250, Roswell, GA 30076. If you contact us regarding an error or mistake with respect to your MilesAway Rewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. You must notify us within 90 days of the posting date (or the date of the alleged error or mistake) in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of 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 rewards points, or redemption of rewards points for Rewards, will be resolved by us in our sole discretion.

## Changes to the Program

We may modify, restrict, or change the Program at any time. These changes may include (but are not limited to) changing the number of rewards points you earn for a particular type of activity or the number of rewards points you need to reach a particular Reward tier or to redeem a particular Reward; omitting or adding reward levels or categories; changing the selection of Rewards; imposing, increasing, or eliminating points caps or Program fees; or changing the conditions under which points are redeemed, expired, or forfeited. We will notify you of material changes to the Program terms and conditions and you will be bound by the revised terms and conditions. We also reserve the right to suspend or terminate the Program, or your participation in the Program, at any time without compensation to you.

## Disclaimers and Limitations

Neither we nor the Program Administrator are responsible for any disputes between or involving joint or linked cardholders or authorized users relating to rewards points, redemption for Rewards, or use of Rewards. Rewards are provided by a variety of service providers. We and our service providers, including the Program Administrator, are not responsible to you for the quality or performance of the Rewards or the products or merchandise purchased or obtained with the Rewards. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer, or other Rewards provider. Neither we nor the Program Administrator make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including (but not limited to) warranties of merchantability or fitness for a particular purpose. We and the Program Administrator are not liable for any injury, damage, or loss to person or property or any expense, accident, or inconvenience that may arise from the use of the points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, we and the Program Administrator are not responsible for merchants, manufacturers, or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. Neither we nor the Program Administrator makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. We and the Program Administrator are not responsible for typographical errors and/or omissions in any program document. You hereby release and hold us, the Program Administrator and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of the Rewards. The Program is void where prohibited by federal, state, or local law. Notwithstanding anything in these terms and conditions to the contrary, we, the Program Administrator, and any of their service providers shall have no liability to you in connection with the Program.