

# FirstRewards Program Rules

This document ("Supplement") describes the terms and conditions of the FirstRewards Program ("Program") and supplements the Card Agreement that governs your credit card account issued by First Interstate Bank (the "Account"). The Program is a loyalty program sponsored by First Interstate Bank and administered by an independent contractor not affiliated with First Interstate Bank (such contractor and any of its affiliates are the "Loyalty Partner").

By using the Account, you agree to participate in the Program. Your participation is subject to the terms of the Card Agreement, including the arbitration provision, if applicable, and this Supplement. In the event of a conflict between the Card Agreement and this Supplement, with respect to matters relating to the Program, this Supplement supersedes the Card Agreement.

#### **EARNING FIRSTREWARDS POINTS**

**Points on Purchases**: You earn Point(s) for every one dollar of Net Qualifying Purchases made with your Account by you or an authorized user as outlined in the letter accompanying your Card Agreement. In order to be eligible to earn Point(s), the Account must be "active" (meaning the Account must not be terminated by you or us) and the Account must be in "good standing" (meaning that the Account is not past due, or otherwise in default under the terms of the Card Agreement that governs your credit card account).

**Qualifying Purchases**: Qualifying Purchases means the dollar amount of purchases of goods or services you make using your Account but does not include cash-like transactions such as money send, purchases of traveler's checks, foreign currency, money orders, wire transfers, cryptocurrency, lottery tickets, casino gaming chips, race-track wagers or similar betting transactions. You do not earn rewards on Cash Advances, Balance Transfers, interest, fees, and other charges. You do not earn rewards on insurance charges posted to your Account. First Interstate Bank shall determine what constitutes a Qualifying Purchase in its sole discretion. Such determinations are final.

## **Bonus Offers:**

- We may offer bonuses from time to time. Any bonus offer will be governed by this Supplement and the terms of the specific bonus offer.
- Under the terms of a bonus offer, additional Points may be awarded for specific rewards categories, where applicable.
- Merchants who accept Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making reward offers to you. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant does not qualify for reward offers on purchases in that category.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card
  readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up
  to process the purchase in that rewards category.
- Where a bonus offer is based upon the date of a purchase, Points are calculated based on the date the transaction posts to your Account.
- We will attempt to match credits to an associated Purchase for purposes of determining Points value of the credit. However, where, in our sole discretion, that is not possible, we will determine the Points value in our sole discretion.

## Additions and Subtractions to Your Points Balance:

• Points are calculated based on "Net Qualifying Purchases." Net Qualifying Purchases are the amount of eligible Qualifying Purchases made with your Account after we subtract any returns, disputed charges, unauthorized charges, illegal or fraudulent charges, or other credits for such Purchases.

- When calculating Points, we may subtract Points earned where we determine, in our sole discretion, that the conditions required for earning those Points were not satisfied.
- Subtractions may result in a negative Points balance, and future Points earnings will go towards any deficiency.
- Redemptions are deducted from your Points balance. If the redemption is fulfilled and a subsequent adjustment is made or we
  later discover that you did not have sufficient Points for that redemption, you will have a negative balance, and future Points
  earnings will go towards any deficiency. You also agree that you owe First Interstate Bank the value of the redemption in the
  event you did not have sufficient Points to redeem.

## EXPIRATION, FORFEITURE, TERMINATION, CHANGES

**Point Expiration**: Points expire after twelve (12) months of Account inactivity. This means, if you do not have any transactions on your Account or reward redemptions on your Account for 365 days, your Point balance will be reduced to zero at the end of that period. Points that expire and are forfeited will not be reinstated.

**Transfers**: You cannot transfer Points to another Account or person.

**Forfeiture**: You lose all accrued Points when your Account is terminated, either by you or us. If we determine in our sole discretion that you are misusing the Program you will not earn Points, and you may forfeit any Points previously earned. Misuse includes fraud or attempting to otherwise game or misuse Points or the Program.

**Termination**: We may suspend or terminate the Program or your participation in the Program at our sole discretion, at any time, and without prior notice.

**Changes**: We may add to, modify, or terminate the Program at any time, including without limitation changing eligibility criteria and adding caps and fees. We will give you prior notice to the extent required by law. A current description of this Program and the current version of this Supplement may be found at <u>rewards.firstinterstate.com</u>. Any revisions may affect your ability to earn or redeem Points.

#### REDEMPTION OF FIRSTREWARDS POINTS

You can use your Points to redeem for any available reward options. You are responsible for how Points are used, including if you allow authorized users to access your Points. The Account must be open in order to redeem rewards. All Point redemptions are final.

You may redeem Points for a statement credit to your Account or to a First Interstate Bank deposit account with common ownership (if applicable to your program). Once a credit is issued it cannot be cancelled or refunded. Point redemption statement credits will reduce the balance on your Account but will not count as payments. You will still be required to pay at least the Minimum Payment Due (if any) as shown on your billing statement each month.

In addition, we may offer you other redemption options through our Loyalty Partner. Redemption instructions can be found <a href="rewards.firstinterstate.com">rewards.firstinterstate.com</a>, or by calling the toll-free number 1-833-251-6403. The available options may change at any time and without notice. The options may be subject to material conditions, limitations, and restrictions, including fees. Please review the terms carefully. Despite the Program's best efforts to ensure accuracy, printing and website errors may occasionally occur. First Interstate Bank and Loyalty Partner reserve the right to correct such errors at any time. Once redeemed, redemptions are non-refundable and cannot be exchanged.

We may impose a minimum redemption threshold. Rates for redemptions options may vary and are subject to change without notice.

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# POINTS ARE NOT PROPERTY

Points are not your property, have no cash or monetary value, are non-negotiable, and can only be redeemed as offered through the Program.

#### **DISCLAIMER**

First Interstate Bank is not responsible for inaccuracies in Point accrual; lost, stolen or otherwise destroyed tickets, vouchers, certificates, gift cards, or merchandise; defective or damaged rewards; or damages or loss resulting from or arising in connection with the use of any rewards.

You agree to hold First Interstate Bank and its affiliates, and any vendors or other providers associated with the Program harmless if Loyalty Partner fails to meet its contractual or other obligations, resulting in Program interruption or termination prior to your redeeming your Points or receiving your rewards. You also agree to hold First Interstate Bank and its affiliates harmless if a Program merchant files

for bankruptcy, or otherwise goes out of business after you have redeemed your Points for a reward from the merchant but before you receive or use the reward.

# VOID WHERE PROHIBITED AND TAXES

This Program is void where prohibited or restricted by law. You are responsible for any applicable federal, state, or local tax.