

## **Program Terms & Conditions**

### **DESCRIPTION OF THE PROGRAM**

- a. The rewards program ("Program") is a service provided by Tyndall Federal Credit Union ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b. Participation in the Program is exclusive to those who have a Rewards Credit Card issued by the Sponsor ("Rewards Card"). These individuals are defined as ("Cardholders").
- c. The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all Points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor may make such a determination in its sole discretion.
- d. Rewards will be based on purchases and calculated as points ("Points") and credited to the Cardholder(s)'s account with Sponsor.
- e. The rewards program is void where prohibited by federal, state, or local law.
- f. The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- g. The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the Points required for a reward within the rewards Program. At the Sponsor's option, redemption of Points may be restricted, limited, expired or canceled at any time without prior notice.
- h. Eligibility in the program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- i. The Administrator's Privacy Policy is available at the Program's website on the bottom of each page.
- j. The Sponsor and the Administrator, and their respective directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless the Sponsor and the Administrator, and their respective directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, a violation of these Terms and Conditions or applicable law or the rights of any third party.

## **EARNINGS POINTS**

a. Cardholders will earn Points for qualified transactions made at participating merchants using their Rewards Card ("Qualifying Transactions").

b. Points will be accumulated at the rate of:

1. One Point per one (1) dollar charged on the member's credit card.
  2. PIN-based transactions are not eligible to earn points.
  3. Balance transfers and cash advance transactions are not eligible to earn points.
  4. Points accumulated for other products or services are determined at the sole discretion of the Sponsor.
- c. Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the Rewards Card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the point value of the transaction may be deducted from the point total during the dispute period. If the transaction is reinstated, points will be reinstated.

d. 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 the instrument exchangeable for points), the Sponsor reserves the right to cancel cardholder's membership in the rewards program.

e. Points may not be combined with any other loyalty/frequency reward program that is not managed by the Sponsor.

f. The Sponsor reserves the right to award bonus Points to selected cardholders for any activity or condition it decides.

g. Points are tracked and redeemable on a first-in, first-out basis. Points expire on the last day of the month two (2) years after the date of issuance.

h. There could be a redemption grace period after an account is closed where state or local laws require it.

i. Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing or posting to your account.

j. The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding Points. The Sponsor's decisions regarding Point discrepancies shall be final.

## **REDEEMING POINTS**

a. To redeem Points, visit the Program website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.

b. To be eligible to redeem Points, the Cardholder's account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the Rewards Card cannot have any other status preventing authorizations.

c. Points are deducted from the Cardholder's Point balance as soon as they are redeemed. Redemptions are final and may not be canceled or refunded. Administrator and Sponsor reserve the right to adjust Points where necessary to correct any errors or omissions in processing.

d. Only active cardholders may redeem points.

e. The Cardholder agrees to release the Sponsor and Administrator, and their vendors, successors, assigns, and agents from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards while participating in this Program and in the case of a travel reward, anyone traveling with or without the Cardholder, in connection with the receipt, ownership, or use of any reward. The Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.

f. The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.

g. Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. The Sponsor and the Administrator are not responsible in any way for the products or services provided by participating merchants and third-party service providers.

## **TRAVEL REWARDS**

The Administrator's travel redemption center is able to take care of all travel arrangements ("Travel Services"). They are a full-service agency that can assist with air rewards, hotel, auto, vacation, cruise reservations and other travel related products.

**a. General Terms and Conditions related to Travel:**

i. For reward redemptions that are included as part of your transaction, the Point balance on your Program account will be decreased by the number of Points used for this transaction.

ii. Payments by credit card will appear on your monthly card statement as “CL \*Trip Charges” or as a charge from the applicable travel provider (each, a “Supplier” and collectively, “Suppliers”).

iii. To the extent permitted by applicable law, Travel Services may cancel the booking in the event of suspected fraud, or a payment charge is disputed with the payment card company and we cannot resolve the dispute with you. In such event the penalties imposed by the Suppliers for such cancellation, as communicated at the time of booking, up to the full amount of each ticket/reservation, will be applied.

iv. If you receive a receipt from the individual Supplier, the amount we charge you may differ from the amount shown on the individual receipt, but the amount we charge you will be the amount you agreed to pay at the time of the transaction. If the amount shown on the receipt given by the individual Supplier is higher, you will not be required to pay the difference and if the amount is lower you will not receive a refund for the difference, which is retained by Loyalty Travel Agency as compensation for services.

v. Inventory and pricing available from Travel Services are presented in real time and reflect what is available to Travel Services at the time of your search. Inventory and/or pricing may change between obtaining your search results and receiving a confirmation of your booking since we do not hold inventory that you have viewed until you actually make a reservation. Note that not all Suppliers make their inventory available to Travel Services and some inventory may be available only through the call center.

vi. All bookings made by Travel Services shall comply with all applicable U.S. laws, rules and regulations including, without limitation, sanctions issued by the Office of Foreign Assets Control. Such sanctions may prevent Travel Services from offering travel to specific destinations or individuals. To assist Travel Services with its compliance with laws, rules and regulations, Travel Services may ask you for additional information. Any booking made, or in good faith believed to be made, in violation of U.S. law, will be canceled by Travel Services, in its sole discretion, with no liability to you other than to issue a refund, if permitted by law.

vii. Reservations are subject to the rules of each Supplier on your itinerary; some reservations cannot be canceled. Other reservations may incur program fees and/or Supplier cancellation or change fees. Specific cancellation or change fees for your specific itinerary are communicated at the time of booking. Refunds, if permitted, are made after

we receive the refund from the Supplier and may take up to 60 days to process and are subject to the policies of the individual Supplier. All refund requests must be submitted within 30 days of the scheduled travel date (for example, airline departure date, hotel check-in date or car rental pick-up date) and any negotiable documents (for example, airline tickets, redeemable certificates or vouchers) issued must be returned to Travel Services prior to processing any refund.

viii. Please note: The cancellation policy communicated to you at the time of booking may differ from the cancellation policy for reservations made directly with the Supplier and the cancellation policy communicated to you at the time of booking will apply.

#### **b. General Travel Information**

i. Approved, government issued photo identification is required at check in and must match the full name on the reservation for travel. Due to the Real ID requirements, your driver's license or ID card may not be accepted for travel after certain dates. For the most current information on the Real ID requirements, please visit: <https://www.dhs.gov/real-id>. If this is an international trip, you will need a Passport and you may need a Visa and you may need to satisfy certain health requirements. Passports usually need to be valid for a specified period of time (such as six months) after your scheduled return date. For foreign entry requirements, go to <http://travel.state.gov> or contact the embassy/consulate of the country to which you are traveling, including layover and stopover destinations, to determine entry documentation and other requirements, such as immunizations that you must satisfy, including return entry into the country from which you departed. It is your responsibility to obtain proper travel identification and satisfy all requirements for each location on your itinerary, including layover and stopover destinations. Carriers cannot board any passenger who fail to carry required documents. Some carriers may require you to show the credit card used as payment for your ticket(s).

ii. Minors under the age of 18 who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country from which you are departing and the country to which you are traveling for additional information.

iii. Travel Services makes no guarantee of the accessibility of any travel item on your itinerary. It is the sole responsibility of the traveler to keep in mind their own unique needs when booking travel.

iv. Travel Services has no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel. For information concerning possible dangers at international destinations, Travel Services recommends

visiting the Travel Advisory Section of the U.S. State Department website at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html/>.

v. For medical information, Travel Services recommends contacting the Centers for Disease Control and Prevention at 800-232-4636. For foreign health requirements and dangers, go to <http://www.cdc.gov/travel>.

vi. Travel reservations are subject to the rules of each Supplier on your itinerary which are provided to you at the time of booking. The information and descriptions given about the Suppliers are believed to be accurate, but Travel Services makes no warranty or representation regarding the information and descriptions.

vii. The passenger's ticket(s), when issued, or the electronic reservation, shall constitute the sole contract between the Supplier and the Cardholder and/or passenger. Travel Services shall have no liability for any actions or omissions of the Supplier.

viii. Travel Services shall have no responsibility for any credit or voucher issued by any Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Supplier.

ix. Special requests made to a Supplier are on a request only basis and cannot be guaranteed. Suppliers reserve the right to charge fees and taxes on any item requested that is not included in the booking description, depending on the service request.

x. Upgrades are not permitted on certain itineraries. Please check with the Supplier directly.

xi. Supplier policies are subject to change at any time without notice, but policy changes regarding cancellation and related fees will not apply to travel previously purchased.

xii. Travel Services is not responsible for any lost or damaged luggage.

xiii. Certain Supplier's (e.g., airline, hotel, car rentals) rate types do not permit the issuance of Points or other currency in their loyalty programs. If a rate is eligible to earn Supplier loyalty currency, the name connected to the Supplier's loyalty program must match the traveler listed on the itinerary or the Supplier may invalidate the booking.

#### **c. Hazardous Materials**

i. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 USD or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and

radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

ii. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact the airline directly.

#### **d. Baggage Fees**

i. Baggage policies and fees, for carry on and checked baggage, vary by Supplier. Some Suppliers charge a fee for the first and/or second standard-sized checked bag. Please check with the Supplier for baggage charges, size limitations, weight and other restrictions. Baggage fees may vary depending on whether the travel is Domestic or International. A list of air carriers and their fees for checked baggage can be found at <http://www.airlinebaggagecosts.com>.

#### **e. Destination Taxes**

i. Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash, in local currency, on location.

#### **f. Airline Terms and Conditions**

i. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and, if permitted, are subject to airline rules, airline penalties up to the full amount of each ticket plus, in the case of a changed ticket, fare difference charges, and may also be subject to Program fees. If the ticket is refundable, there may be cancellation fees to refund the ticket. Note: If there is more than one carrier on your itinerary, airline rules, airline penalties and change fees may apply to EACH airline on your itinerary and each change made.

ii. A small number of air carriers may require Travel Services to confirm flight availability when booking. If there is any issue with availability, a travel representative will contact you within 24 hours to make alternate flight arrangements at no additional cost.

iii. In some situations an airline may issue you a credit “in lieu of” a refund according to the fare rules associated with the individual booking. If a credit is issued by an airline, it is held by the airline in the name of the individual who was the passenger of record on the original reservation. This credit can be used towards the payment for the booking of a new trip under the following conditions:

- a. The new reservation is in the name of the same passenger as the canceled booking;
- b. The new reservation is on the same airline as the original reservation;

c. All travel associated with the new trip must be completed prior to the date specified by the airline which is determined by the fare rules of the original ticket and the original class of service;

d. You are responsible to pay any exchange fees charged by the airline related to the making of a new reservation as well as any additional charges, fees or fare increase;

e. Credit cannot be applied against an existing reservation.

f. If a refund or a credit is not issued by the Supplier, the canceled reservation will have no value for future use.

iv. Airlines may impose additional costs and fees for baggage, meals, beverages and other services. These costs are your sole responsibility.

v. Unused tickets contain no value if not canceled prior to scheduled departure date/time as specified by the airline's fare rules.

vi. Tickets cannot be reassigned or transferred to a different passenger or airline.

vii. Flight schedules are subject to change. Travel Services is not responsible for any schedule change(s) or notifying you of such change(s). Please confirm the scheduled departure time(s) on the airlines' websites at least 48 hours prior to departure for domestic flights and at least 72 hours prior to departure for international flights to learn if your flight schedule changed.

viii. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise your carrier if your travel plans change en route.

ix. Check with each airline regarding its specific boarding and check-in requirements, it is always best to check-in within 24 hours of the flight. Airline flights may be overbooked, and there is a chance that a seat will not be available on a flight for which you have a confirmed reservation. If this occurs, the airline will make alternative arrangements for you.

x. Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.

xi. If a code-share flight exists in your itinerary (a flight where two or more airlines share the same flight), passengers must check in with the operating airline on day of departure.

xii. All tickets will be issued at the time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. All paper tickets will be shipped within 48 hours.

xiii. If your paper ticket(s) is lost, stolen, or destroyed, contact Travel Services immediately for details on how to process your claim. You may need to purchase a new

ticket to travel while you are waiting for any permitted refund or credit. You remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.

xiv. Advance seat assignments, if available and allowed by airline, are not guaranteed and could be subject to additional fees. Please inquire with the airline about your boarding pass(es).

xv. Please go to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> to learn about the use of insecticides in certain aircraft.

xvi. For information regarding airline liability limitations, baggage liability and other regulations by the Montreal Convention, and other regulations, please consult your air carrier.

xvii. More than 6 tickets booked on the exact same flights for the exact same dates, is not permitted. If we determine that you have booked reservations for more than 6 tickets in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the airline's individual fare rules.

xviii. For flights that are destined for, transit through, or depart Canada, passengers may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations, which can be found at <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website at <https://www.otc-cta.gc.ca/>.

#### **g. Hotel Terms and Conditions**

i. Hotel rooms are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the room/rate description selected at the time of booking. Check the terms carefully before making a hotel reservation for cancellation or change terms and fees. For rooms that are non-refundable, if you change or cancel your reservation at any time, you will still be charged the full reservation amount of room and tax for the entire stay.

ii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any Supplier fees. Such fees will appear on your monthly card statement as "CL \*Trip Charges".

iii. Some properties have a minimum age requirement for check-in. Please check with the hotel prior to booking if a minimum age is not indicated in the hotel description.

iv. More than 9 rooms booked at the same hotel during the same dates, even if all the dates are not identical, is not permitted. If we determine that you have booked reservations for more than 9 rooms in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.

v. Hotel room reservations cannot be transferred or reassigned to another traveler and cannot be resold. If we determine that you have transferred or re-sold a reservation, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.

vi. No shows are non-refundable and will result in a forfeiture of all payments made by you in connection with the reservation, without credit due. If you think you may arrive at a hotel late, please contact the hotel directly to arrange for late arrival, if available. Actual times for "late" vary by hotel.

vii. Early check-out from a hotel is not subject to a refund, unless allowed by the Supplier.

viii. Contact Travel Services via the number listed on your itinerary for all cancellation or change requests. Cancellations or changes handled by the hotel directly may result in additional fees and/or the forfeiture of any refund due.

ix. Government issued photo identification is required at check-in and must match the name on the reservation. Some properties have a minimum age requirement for check-in.

x. Policies for children vary by hotel. Please contact the hotel directly to learn whether child benefits are offered and whether there are child restrictions.

xi. Hotel reservations include room and applicable hotel taxes only. Any additional mandatory hotel charges, such as resort fees, and hotel energy surcharges, are payable directly to the hotel. Additionally, any cleaning fees for violating a no-smoking, no pets or other policy and any charges for incidentals that you incur are not included in your reservation rate and must be paid directly to the hotel. Incidental charges may include but are not limited to parking fees, baby-sitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.

xii. Due to hotel Supplier policies applicable to Travel Services' preferred rates, your name may not be provided to the hotel until 24 hours prior to your arrival. Please contact Travel Services directly for any special requests, such as bed type, smoking preferences or in-room amenities. Special requests are subject to hotel availability.

xiii. The hotel will require a major credit card, in the name of one of the guests, or a cash deposit upon check-in.

xiv. Reservations do not include services not specified in the reservation confirmation.

xv. A reasonable attempt will be made to notify guests of hotel renovation or refurbishment if Travel Services knows of the same; however, Travel Services shall not be liable for any failure to provide such notification or for damages that may result from renovation or refurbishment.

#### **h. Car Rental Terms and Conditions**

i. Cancellations or modifications received at any time are subject to the Supplier's cancellation policies and cancellation fees which could be up to the full amount of the reservation and may also be subject to a program fee. Such fee will appear on your monthly card statement as "CL \*Trip Charges".

ii. No shows are non-refundable and will result in a total forfeiture of any payments made by you in connection with the reservation, without credit due.

iii. The early return of car rentals is not eligible for a refund, regardless of situation or notification from the car rental company.

iv. Any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.

v. Rental rates 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 will be billed directly to you by the car rental company. Certain car rentals may have a minimum rental period. Any rentals less than the required minimum days may be charged the minimum rental period.

vi. Advance purchase car rental rates in the United States include unlimited mileage, taxes and fees. Car rental rates outside of the United States may not include unlimited mileage, taxes and fees and these will be assessed by the car rental location directly. Charges are billed directly by the car rental company and rates are subject to change.

vii. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, are not included in your rental and must be paid directly to the car rental company.

viii. Travel Services does not guarantee a specific make, model, or color of vehicle no matter what vehicle is reserved.

ix. Geographic and cross border restrictions may apply.

x. Renters must meet the minimum (and maximum, if applicable) age requirement where the car is being rented, have a valid driver's license, major credit card and some Suppliers require a good driving record. Most rental car companies do not accept debit cards. Some Suppliers charge a surcharge for drivers above or below certain ages, which would be paid to the Supplier at the time of pickup. Suppliers reserve the right to deny car rentals for any reason, including past driving records.

xi. Rentals outside the country in which you reside may require an international driver's license or compliance with other local requirements.

xii. One-way rentals may or may not be permitted. If there are additional fees for one-way rentals, when permitted, these fees will not be included in the cost of the reservation. A reasonable attempt to advise of these fees will be made when this information is available to Travel Services.

xiii. Car rentals may not be available for all locations and destinations.

xiv. Local renters and renters driving out of state/country may be subject to additional restrictions.

xv. Car rental rates do not include Collision Damage Waiver insurance and Theft Protection unless specified. Please contact your insurance company if you are unsure whether to accept rental car company insurance at the counter.

**i. Activity Terms and Conditions (Applies when booked via the travel redemption center.)**

i. Theater tickets and select sightseeing tours are non-refundable once booked.

ii. All other activities are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the description. Check the terms carefully before making a reservation for cancellation terms or change fees. For activities that are non-refundable, if you change or cancel your reservation at any time, you will be charged the full reservation amount.

iii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any Supplier fees. Such fees will appear on your monthly card statement as "CL \*Trip Charges".

iv. No shows are non-refundable and will result in forfeiture of all payments made by you in connection with the reservation, without credit due.

v. Supplier reserves the right to change, cancel, or modify the date, length, or any inclusions of the activity booked without notice. You should reconfirm the activity booked

at least 72 hours prior to the activity date with the Supplier and mention Viator in the process.

vi. If a paper or e-voucher is required, please remember to bring it with you along with a form of Government-issued photo identification. Otherwise, you may be denied admission to the activity.

#### **j. Cruise and Tour Supplier Terms and Conditions**

i. Cruise only packages do not include ground transfers. Not all air/sea packages include ground transfers.

ii. Cruise and tour cancellations received at any time may be subject to a Program fee in addition to applicable Supplier fees.

iii. Travel Services is not liable for any flight or other transportation delays that result in a missed cruise or tour departure. If air or transfers are purchased as part of a specific cruise or tour company package, the cruise or tour operator may provide assistance for missed departures.

iv. Travel Services has no control over air arrangements recommended by cruise or tour Suppliers including flight schedules, airlines selected, or whether your flight will be non-stop. Travel Services can assist you with deviations from the Supplier air/cruise package, but cannot guarantee that the Supplier will honor your request. Some Suppliers will not allow air deviations under any circumstances.

v. It is your responsibility to make sure that deposits and final payments are made by the Supplier due date. Until payments are confirmed by the Supplier, price, cabin/room, and availability are subject to change and cancellation.

vi. No shows are non-refundable and will result in a forfeiture of all payments made by you in connection with the reservation, without credit due.

vii. You may have the option to purchase vacation protection insurance offered through the cruise or tour Supplier. If you decline any such vacation protection insurance, you will assume all risk of recovery of your costs and Travel Services will be unable to assist you. Refunds and coverage are subject to the policies of the individual travel insurance provider.

#### **k. Travel Insurance Terms and Conditions**

i. Travel insurance is provided by a third-party insurer who has no direct affiliation with Travel Services.

ii. If travel insurance is purchased, you will receive an email confirmation, including your policy number and specific details of your policy, within 24 hours of your purchase. Please review your policy details immediately upon receipt for important coverage information.

iii. Travel Insurance will not cover any cancellation fees or standard penalties if your reservation is canceled because your credit card is declined. Refunds and coverage are subject to the policies of the travel insurance provider.

**l. Supplier Taxes and Fees (Applies For Transactions That Are Not Points Redemptions Only)**

i. In connection with facilitating your transaction, the price paid by you will include a charge for taxes and fees which varies based on a number of factors including, without limitation, the amount paid to the Supplier, the location of the Supplier and your destination. This charge includes an estimated amount for taxes and other fees owed by the Supplier including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value-added tax and/or other similar taxes. In certain locations, the tax amount may also include government-imposed service fees or other fees required by law to be collected by the Supplier. The actual amount paid to the Supplier for taxes and fees in connection with your reservation may vary from the amount estimated and included in your charges, but the total amount you pay will not vary from the amount quoted.

ii. Suppliers include applicable taxes in the amount billed to Travel Services and Travel Services collects such amount from you and pays all such taxes directly to the Suppliers. Travel Services is not a co-vendor associated with any Supplier. Taxability, the tax rate and the type of applicable taxes vary by location.

iii. For transactions involving Suppliers located within certain jurisdictions, the charge for taxes and fees includes a tax that Travel Services is required to collect and remit to the applicable jurisdiction on amounts retained as compensation for services.

iv. If you book in a location that charges a Goods and Services Tax or similar tax that is refundable to non-residents, Travel Services is unable to facilitate a rebate of such tax.

**m. Liability Disclaimers**

i. Travel Services acts only as an agent for the Supplier in regard to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.

ii. Travel Services reserves the right to accept minor adjustments in the passenger's travel itinerary made by the Supplier. In the event of Supplier trip cancellation prior to departure, a full refund will constitute a full settlement of all liability.

iii. Travel Services is not responsible for any changes initiated by the passenger with the Supplier.

iv. TRAVEL SERVICES AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO, THE INFORMATION AND DESCRIPTION OF THE HOTEL, AIR, CRUISE, CAR AND OTHER TRAVEL PRODUCTS DISPLAYED (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LOGOS/ICONS, PRICES/RATES, LISTS OF HOTEL AMENITIES, AND GENERAL PRODUCT DESCRIPTIONS), WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS. HOTEL RATINGS ARE INTENDED AS GENERAL GUIDELINES, AND TRAVEL SERVICES AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF THE RATINGS.

v. IN INSTANCES WHERE AN INCORRECT (LOWER) PRICE/RATE IS CHARGED, TRAVEL SERVICES WILL USE REASONABLE EFFORTS TO GET SUPPLIERS TO HONOR THE QUOTED RATE. IF THE SUPPLIER WILL NOT HONOR THE RATE, TRAVEL SERVICES WILL CONTACT YOU AND YOU MAY CANCEL THE BOOKING AND RECEIVE A REFUND OF THE AMOUNT PAID, SUBJECT TO SUPPLIER REFUND AND CANCELLATION POLICIES, OR AGREE TO KEEP THE BOOKING AT THE CORRECT RATE (OR OTHER RATE OFFERED BY THE SUPPLIER ).

vi. TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS MAKE NO REPRESENTATIONS ABOUT THE SUITABILITY OF THE INFORMATION, PRODUCTS, AND SERVICES CONTAINED ON THIS SITE FOR ANY PURPOSE, AND THE INCLUSION OF ANY PRODUCTS OR SERVICES ON THIS SITE DOES NOT CONSTITUTE ANY ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCTS OR SERVICES BY TRAVEL SERVICES OR ITS AFFILIATES. ALL SUCH INFORMATION, PRODUCTS, AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS DISCLAIM ALL WARRANTIES AND CONDITIONS WITH REGARD TO THIS INFORMATION, PRODUCTS, AND SERVICES, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NONINFRINGEMENT.

vii. THE SUPPLIERS PROVIDING TRAVEL OR OTHER SERVICES ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF TRAVEL SERVICES OR ITS AFFILIATES. TRAVEL SERVICES AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE

OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

viii. TRAVEL SERVICES AND ITS AFFILIATES HAVE NO LIABILITY AND WILL MAKE NO REFUND IN THE EVENT OF ANY DELAY, CANCELLATION, OVERBOOKING, STRIKE, BANKRUPTCY, FORCE MAJEURE OR OTHER CAUSE BEYOND THEIR DIRECT CONTROL, AND THEY SHALL HAVE NO RESPONSIBILITY FOR ANY ADDITIONAL EXPENSE, OMISSIONS, DELAYS, RE-ROUTING OR ACTS OF ANY GOVERNMENT OR OTHER AUTHORITY. IN NO EVENT SHALL TRAVEL SERVICES, ITS AFFILIATES, AND THE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN CONNECTION WITH, THE USE OF THIS SITE OR ANY INFORMATION, PRODUCTS, AND SERVICES OBTAINED THROUGH THIS SITE, OR OTHERWISE ARISING OUT OF THE USE OF THIS SITE, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF TRAVEL SERVICES, ITS AFFILIATES, AND/OR THE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

ix. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, SO THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**n. Governing Law as it pertains to Travel Redemptions**

These Travel Disclosures and any action or proceeding related thereto, whether in contract or tort, at law or in equity, shall be governed by, construed, and enforced in accordance with the laws of the state of New York, USA as they are applied to agreements entered into and to be performed entirely within such state. Any action in connection with any matters related to these travel disclosures, shall be brought only in the state or federal courts located in the state and city of New York and you expressly consent to the jurisdiction of said courts. All disputes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

**o. Modification Of Travel Rules**

Travel Services reserves the right to change these Travel Rules at any time without notice.

**p. Seller Of Travel Registration Numbers**

Loyalty Travel Agency LLC, who acts only as an agent for the Suppliers, makes the travel arrangements for you on behalf of Travel Services. State Seller of Travel registration numbers for Loyalty Travel Agency LLC in the states that require registration are: California 2146860-50 (registration as a seller of travel does not constitute approval by California.

Loyalty Travel Agency LLC is not a participant in the Travel Consumer Restitution Fund); Florida ST38239; Hawaii TAR-6750, and State of Washington 602 868 200.

## **NON-TRAVEL REWARDS**

### **Merchandise**

- a. When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change or cancellation. The Program Administrator reserves the right to replace or remove certain sections within any program literature or website. All rewards are subject to availability.
- b. Merchandise rewards may take two to four (2-4) weeks to be shipped from the time of order. Specialty or custom orders may take six to eight (6-8) weeks to be shipped. Multiple rewards may arrive at different times because they may be provided by different vendors. Delivery times may increase during peak holiday periods.
- c. No shipments of merchandise can be shipped to PO Box addresses. Products with lithium batteries cannot be shipped to APO/DPO/FPO addresses.
- d. Merchandise shippable by UPS or UPS Surepost will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands may have additional freight charges. Administrator will contact Cardholder to confirm any additional Points that must be redeemed to cover additional freight charges.
- e. Merchandise pictured in any Program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of Administrator's knowledge. The Sponsor and the Administrator are not responsible for errors or omissions.
- f. The number of Points required for reward items are subject to change.
- g. Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Some items are delivered by common carrier, where a delivery time is scheduled and someone must be present to accept delivery. When this is the case, the item must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before a Cardholder signs to accept shipment of merchandise. For those items that are delivered without being scheduled, please inspect the item within 24 hours of delivery and notify the customer service center if you find any exceptions, damages, or shortages.
- h. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

## Charity Choice

- a. Support the greater good by choosing a Charity Choice donation eGift certificate.
- b. By selecting a Charity Choice redemption, the Cardholder will receive an eGift certificate via email to be redeemed at <https://www.charitygiftcertificates.org/>.
- c. With this eGift certificate, the Cardholder may designate the funds for up to three charities of their choice, exclusively from the Administrator's online list of over 250 major charities and many local causes, totaling over 1000 in all. Follow the easy instructions sent with the eGift certificate to donate the funds

## Cash Back Rewards

- a. The cash back reward(s) will appear as a credit to the Cardholder's Savings Account.

## Gift Points

- a. A Cardholder can gift Points to another cardholder in the same rewards program by accessing the reward program website. To gift Points the recipient's first name, last name, last six (6) of the card number, billing zip code and email address are required.
- b. Cardholders can enter up to a maximum of 50,000 Points to gift or can opt to gift their entire Point balance if it is less than 50,000 points.
- c. Each point gifting request may take up to three (3) business days to process. Both the Cardholder and receiver will receive an email alerting them of the transaction.
- d. Gifted Points transactions cannot be canceled by the Cardholder.
- e. Gifted Points expire as defined by the financial institution.

## **TOLL-FREE PARTICIPANT ACCESS & CONTACT INFORMATION**

- a. For questions, concerns or complaints, please contact the Administrator's customer service center at 866.678.5189. You should expect a resolution to all inquiries within 3 business days. Should a voicemail need to be left, the call will be returned the following business day.
  - i. Customer service specialists are available Monday through Friday from 6 am to 11 pm ET, Weekends from 6 am – 8pm ET.
  - ii. Travel redemption specialists are available Monday through Friday from 9am to 10pm ET, Weekends from 9am to 5pm ET. After hours emergency service is available 24/7 for trips within the next 48 hours.

b. Both centers will be closed on select holidays which will be published each calendar year.

c. To contact Tyndall Federal Credit Union, call 888.896.3255 or visit <https://www.tyndall.org/learn/about-us/contact-us>.

d. The Program's website is Tyndall.org/Rewards.