

(effective December 5, 2019)

## **Merchandise Terms & Conditions** *(if applicable to your program)*

### **Return Policies and Process**

Only incorrect, defective or damaged merchandise can be returned or exchanged. All merchandise returns and exchanges must be initiated by contacting an awards representative at 855-854-5493.

If you've received an incorrect or defective item you can choose to receive the correct functioning merchandise or a full refund of your points including shipping and handling. Restocking fees in addition to shipping and handling fees may be applied on items returned that are not damaged or not the wrong item. This would be deducted from the amount of points refunded to your account for a return.

There are some exceptions when returns are not allowed:

- Hazardous items that are gas-powered or contain flammable liquids.
- Computer laptops and desktops more than 14 days after delivery.
- Any product missing the serial number or UPC
- Gift cards/certificates that were not damaged or defective when received.
- Gourmet gift baskets.

Also, items that are opened, used or shipped more than 30 days ago may not be eligible for an exchange or refund.

### **Return Process**

1. Contact an awards representative at 855-854-5493 to initiate your request. Note: you will need to provide either your order confirmation email or shipping document which contains pertinent information such as order number, item number and item name. Providing all requested information will expedite processing.
2. Within three (3) business days you will receive confirmation whether the item is eligible for return. If eligible, you will be provided with return shipping labels and any additional instructions.
3. Return merchandise
  - a. Return labels must be used for all exchange and refunds within the time frame designated (usually 10 calendar days); once the label expires the item is no longer eligible for return.
  - b. Each return mailing label is coded for a specific shipment and specific items; please do not include items from other orders, or other items and/or shipment from the same order, in the same box, or you will not receive the correct refund.
  - c. For special items that require a pick up by UPS, a "call-tag" will be issued. UPS will attempt a pickup at the address on the order during the next 3 business days. No specific time can be provided for the pick up as this is dependent upon the UPS route in the area.

- d. If a specialty carrier is required for large items, the carrier will call the phone number on the order to arrange a pickup date and time.
  - e. Return labels, call tags and carrier pickups are valid only for returns shipped within the U.S.
4. You may expect to receive points within 4 weeks after returned merchandise is received by the rewards center.
- a. Eligible points will be posted back to the participant’s account.
5. Replacement items are typically shipped within 4 weeks of the merchandise being received by the rewards center.
- a. If a replacement item is unavailable, a refund of points will be posted instead.

**Return Guidelines**

Some product lines have special restrictions or return policies. Review the table below to understand return policies for the various product lines.

<p><b>Books</b>  <b>Computer</b>  <b>Games</b>  <b>DVDs</b>  <b>Electronics</b>  <b>Music</b>  <b>Videos</b>  <b>Video Games</b>  <b>Software</b></p>	<p>These items must be unopened and still in their plastic wrap unless the item is damaged or defective when received.</p>
<p><b>Large Screen TV delivered by freight carrier</b></p>	<p>Inspect your television carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and the shipper will remove the TV and a refund will be processed for your order. Do not sign the shipper’s release form unless you have inspected the TV for damages. All cabling or additional installation is your responsibility. Your signature on the carrier’s delivery receipt acknowledges that you understand the return policy. If you accept delivery and later find out that the television is not working properly, please review package enclosures to see if the problem is covered by a manufacturer’s in-home service warranty. If you are unable to locate warranty information for a particular model, contact the manufacturer.</p>
<p><b>Outdoor Living</b>  <b>Tools &amp;</b>  <b>Hardware</b>  <b>Kitchen</b></p>	<p>These items must still be in their original packaging and unopened , unless the item is damaged or defective upon your opening of the item’s packaging. For safety reasons, items that use flammable liquids or gases cannot be returned. Please contact the manufacturer directly for service, warranty, return, and refund information.</p>

<b>Apparel</b>	These items must still be in their original packaging and unopened , unless the item is damaged or defective upon your opening of the item's packaging. It must be in its original condition with all tags and packaging intact.
<b>Gourmet Food</b>	We cannot accept returns on gourmet food items including candy, gift baskets, or any other food items.
<b>Health &amp; Personal Care</b>	Items must be in new condition and unopened. We cannot accept returns of products that have special shipping restrictions imposed by the U.S. Department of Transportation.
<b>Jewelry &amp; Accessories</b>	These items must still be in their original packaging and unopened , unless the item is damaged or defective upon your opening of the item's packaging.
<b>Computers</b>	Computers which have been opened are subject to a 15% restocking fee to be deducted from the total amount the customer is refunded. Computers <b>may not</b> be returned more than 14 days from the date of delivery.

***Please Note:***

- If you do not use the program returns center and choose to work directly with the merchant, the program returns center will not be able to assist you.
- Merchant direct returns only allow exchanges or store credit; return for points is not available.

**Backordered Items**

The program website is a "live" catalog which means items come in and out of stock. When an item is shown on the online catalog, it is in fact available, but by the time the order is processed with the supplier, it may be out of stock at that exact time. There is no way to confirm in advance if or when an item will become out of stock as it is a live catalog. Items which are no longer available (NLA) or on back ordered for more than thirty (30) days may be cancelled due to unavailability; a full refund of points will be processed for the item(s) cancelled.

**Pricing**

Merchandise prices include shipping and handling. Shipping and handling prices are determined at the time of selection and vary based on the ship to address and the items in your purchase. Due to the real-time nature and availability of items in this catalog, the latest, real-time pricing and availability will be updated when item is added to cart.

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## **Travel Terms and Conditions** *(if applicable to your program)*

Welcome to the Travel Loyalty Redemption Program (“Program”) website (“Site”). Your use of this Site or your redemption of loyalty points and/or purchase of travel components constitutes your agreement to the following terms and conditions (“Terms”). If you do not agree with any of the Terms, you must not redeem points for services provided by the Program. In order to use loyalty points, you must be eighteen (18) years of age or older, have enrolled in a participating Program and have a valid email address. Membership in the Program is void if prohibited by law in any state or country where you have your residence. These Terms are subject to change at any time and such changes will take effect when the Terms are updated. Your continued use of the Program after the posting of any such changes is your agreement to the revised Terms.

### **General Information**

1. Travel management services are provided by Aspire Loyalty Travel Solutions, LLC. and its affiliates (“Aspire”), a service provider to the Program. Aspire acts as a service bureau that provides value added service to retail travel agents and consumers.
2. In these Terms, "Travel Suppliers" means the airlines, hotels, car rental agencies, cruise lines, railroads, tour operators and other service providers whose products and services are made available through the Program. The Program Terms incorporate by reference the terms of each Travel Supplier’s terms and conditions, as applicable. You are responsible for checking the applicable Travel Supplier site(s) for terms and conditions which may be applicable to you.
3. All travel services purchased using points must be purchased through the program and not with the travel supplier directly. Travel services are provided solely by the travel suppliers. Aspire and the program are not liable for the failure of the travel suppliers to perform the services offered by the travel suppliers. Travel suppliers are independent contractors and not agents or employees of the program or Aspire. Except as expressly stated herein, the program and/or Aspire assumes no responsibility for actions relating to travel services beyond the control of the program and/or Aspire or their respective employees. Unless prohibited by law, the program and Aspire shall not be liable for any acts, failure to perform, errors, omissions, representations, warranties, breaches, negligence, gross negligence or willful misconduct of any such travel suppliers, including, but not limited to, any personal injuries, death, property damage or loss, inconvenience, loss of enjoyment, mental distress or other similar matter, delayed departure, missed connection, substitution of services or accommodations, termination of service, or changes in fares and rates, and/or cancellation or double booking of reservations by the travel supplier. The program and Aspire do not guarantee or insure the performance of services by the travel suppliers, the financial position of the travel suppliers or

reimbursement to you from any loss experienced as a result of an act or omission of the travel suppliers.

4. In no event shall the program and/or Aspire and/or their affiliates be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in connection with, the use of any information, products, and services obtained from a travel supplier even if reservations are provided through this site, a call center, or otherwise, whether based on contract, tort, strict liability, or otherwise, even if we have been advised of the possibility of damages. Because some states/jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.
5. In those situations in which a Travel Supplier defaults prior to providing services, you may pursue any recourse against the Travel Supplier for refund, which may be permitted by law or statute.
6. Travel reservations are subject to the rules of the applicable Travel Supplier on your itinerary. A reservation is not complete until confirmed/ticketed. The passenger ticket(s) when issued, or electronic reservation shall constitute a contract between the Travel Supplier and the ticketed party. Some reservations cannot be cancelled or changed, other reservations may incur Travel Supplier fees to cancel or change.
7. You acknowledge the reward portion of your transaction will be paid for with loyalty points from the Program.
8. Charges in excess of the loyalty points from the Program will be charged to your payment card. If applicable, any fees or redemption associated charges from the Travel Supplier will appear on your monthly card statement.
9. Travel Supplier, the Program and/or Aspire each have the right to cancel the booking in the event of non-payment or payment dispute.
10. All refund requests may be initiated by calling the Program Travel Rewards Call Center ("Call Center") at the following number: 855-854-5493 and you must follow any instructions given to you to provide backup documentations or to return negotiable documents (i.e. paper airline tickets, redeemable certificates or vouchers, etc.) issued which must be returned prior to processing any refund. All refund claims must be made within 30 days after the scheduled departure date.
11. Because many different Travel Suppliers may be used for each aspect of travel (i.e., for air, hotel, car rentals, cruise, activities and vacations), IF YOU WISH TO MAKE CANCELLATIONS OR CHANGES TO YOUR TRAVEL, YOU MUST MAKE SUCH REQUESTS FOR EACH ASPECT OF YOUR TRAVEL. For example, if you change your air travel dates, that request will not result in any changes to your hotel dates. Neither the Program nor Aspire are responsible for any credit or voucher issued by any Travel Supplier.
12. If a payment card was used in conjunction or solely for a travel redemption and/or transaction, and a refund is processed to the payment card, the timing of when the funds will be available on your payment card account is dependent upon the individual financial institution which issued your payment card, and may take up to 1 to 2 billing cycles or up to 90 days.

13. All offers, prices, and conditions of sale may be subject to, change without notice, advance purchase, eligibility, seating, or other limitations, travel days, dates, minimum or maximum stays, holidays, seasons, blackout dates, stopovers, and/or waitlisting restrictions, reservation validation limitations of up to one year (if any extension permitted, penalties/restrictions may apply); and/or other conditions/restrictions.

### **General Travel Information**

1. At all times throughout your trip, you will need to present the required government issued photo ID for security checks at airports, hotels, car rental, cruise, activity and vacation locations and may be required for attractions and other products as deemed necessary by the relevant Travel Suppliers and must match the name on the reservation. In addition to the required government issued ID, proof of citizenship (Passport) is required for international travel (for countries outside of the United States) and may require a visa and satisfaction of health requirements. Passports for international travel must be valid for a period of at least six (6) months from the return date. Air carriers cannot board any passenger who fails to provide the required documents. Please note that it is your sole responsibility to ensure that you meet the passport, visa, and/or health requirements of the countries you wish to visit, including any layover or stopovers and return entry into the United States. Many countries require that your passport be valid for a minimum period from the date of arrival into that country. For any questions regarding what the applicable minimum period is and any other conditions or passport/visa requirements for travel, you should contact the corresponding local consulate of the countries to which you are travelling. Visa policies vary by country <http://www.travel.state.gov/content/visas/en.html> should be obtained prior to departure, and are the sole responsibility of the traveler.
2. The Program and Aspire do not have any special knowledge regarding (i) the suitability for disabled persons for any travel itinerary; or (ii) unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.
3. For information concerning possible dangers at international destinations, we recommend contacting the Travel Advisory Section of the U.S. State Department at 202-647-5225 or <http://travel.state.gov>.
4. For medical information, we recommend 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>.
5. Minors under the age of 18 who are traveling alone or with only one parent may be required to have additional documentation. Please contact your airline or the nearest Consulate of the country to which you are traveling for additional information.
6. If your itinerary involves an ultimate destination or stop in a country other than the country of departure, the provisions of a treaty known as the Warsaw Convention or the Montreal Convention, may be applicable to your entire trip, including any portion entirely within the country of origin or destination. These Conventions govern and may limit the liability of certain air carriers for death of or personal injury to passengers and/or loss of or damage to baggage.

7. Special requests made to a Travel Supplier are requests only and cannot be guaranteed. Fees, taxes and charges may apply depending upon the service request.
8. Certain rate types do not permit credit for airline, hotel or car loyalty programs.
9. Government imposed departure or entry taxes may not be included in ticket fees. You should be prepared to pay these taxes in cash at the location.

### **Airline Travel**

1. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and are subject to airline rules, penalties and fare difference. Airline policies are subject to change at any time without notice. Airline tickets must be booked at least forty-eight (48) hours prior to departure.
2. Any fees associated with the applicable redemption or ticket purchase will be the responsibility of the traveler at the time of booking. These fees include, but are not limited to, ticketing fees, airline fuel surcharges, and security fees. Government entry/exit fees may apply, depending on your destination. These are your sole responsibility and may be additional to your booking charges.
3. In addition, the loyalty points price listed for airline tickets does not include any applicable baggage fees, meals, beverages or services fees. Restrictions may apply.
4. Changes to and cancellations of airline tickets can be made only if the Travel Supplier and specific air ticket rules permit the changes or cancellations. Travel Suppliers may charge a ticket service fee for all exchanges, modifications, or cancellations, in addition to airline penalties and fare difference.
5. Unused tickets contain no value if not canceled prior to departure. To inquire about refundability of a fare you are considering, please call the appropriate airline.
6. All reservations must be made in the EXACT name of the person traveling. Tickets are non-transferable. Name changes are not permitted. You will be responsible for any charges issued by the Travel Supplier due to incorrect passenger information entered by you or provided to the Call Center at the time of making the reservation.
7. The Transportation Security Administration (TSA) requires you to provide your full name, date of birth, and gender for the purpose of watch list screening. Failure to provide your full name, date of birth, and gender may result in denial of transport or denial of authority to enter the boarding area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice. For more on TSA privacy policies, or to review the system of records notice and the privacy impact assessment, please see the TSA Web site at [www.tsa.gov](http://www.tsa.gov).
8. It is recommended that passengers check in with the airline a minimum of 2 hours prior to scheduled departure time for domestic flight itineraries and 3 hours prior to scheduled departure time for international itineraries due to federal security requirements. Please note that airline schedules change frequently. Please reconfirm all flight dates and times with the airline 24 hours prior to departure for domestic flights and at least 72 hours for international flights. Advanced passenger information (API) is also required by the airline at least 72 hours prior to departure per U.S. Customs and Border Control Agency for all international flights traveling into, out of and over U.S.

territories. Information needed can include but is not limited to nationality, country of residence, passport/visa number, expiration date, country of issue and destination address. Failure to provide this information may result in delayed/denied boarding or cancellation of flights. Any costs incurred due to failure to provide this information will be at the passenger's expense. To learn more about API please see [cbp.gov/apis](http://cbp.gov/apis).

9. Upgrades are not permitted on certain itineraries. Please check with the carrier directly.
10. Please review your itinerary, as code-share flights may exist. If a code-share flight exists in your itinerary, passengers must check in with the operating airline on day of departure.
11. All tickets will be issued as e-tickets, unless e-tickets are not available due to airline restrictions. If an e-ticket is unavailable, the Call Center will mail a paper ticket to you at no charge. However, if an e-ticket is available and you request a paper ticket, you may be charged a service fee and shipping/handling charges. All paper tickets will be shipped within 48 hours to the address you provide. If your paper ticket(s) is lost, stolen, or destroyed, contact the Call Center 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. Additionally, you remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.
12. Airline tickets for minors under the age of 17 traveling alone cannot be redeemed or purchased in the Program as each airline has their own rules for unaccompanied minors. These tickets must be purchased directly with the airline.
13. We reserve the right to correct errors in any advertised price and, if applicable, give you an option to either cancel the reservation or allow the Call Center to collect an amount equal to any increase in price from your provided credit or debit card, prior to your departure.
14. The Program Terms incorporate by reference the terms of each airline's contract of carriage. Passengers may inspect the full text of the contract of carriage at each airline's airport or city ticket offices. The incorporated terms of the contract of carriage may include, but are not limited to: (1) Limits on the airline's liability for personal injury or death of passengers, and for loss, damage, or delay of goods and baggage, including fragile or perishable goods; (2) Claim restrictions, including time periods within which passengers must file a claim or bring an action against the airline for its acts or omissions or those of its agents; (3) Rights of the airline to change terms of the contract; (4) Rules about reconfirmation of reservations, check-in times, and refusal to carry; (5) Rights of the airline and limitations concerning delay or failure to perform service, including schedule changes, substitution of alternate airline or aircraft, and rerouting.
15. Please note that your seats, meals, frequent flyer and other special requests are requests only. There is no guarantee that you will be assigned the seat(s) you have requested. There is also no guarantee that your meal(s), frequent flyer and other special requests will be honored by the airline. It is therefore recommended you contact your airline directly to confirm these requests prior to your scheduled departure date.
16. Airline flights may be overbooked, and there is a slight chance that a seat 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 its particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation. The complete rules for the payment of compensation and each airline's boarding priorities are available at all airport ticket counters and boarding locations. Some airlines do not apply these consumer protections to travel from some foreign countries, although other consumer protections may be available. Check with your Travel Supplier.

17. For all flights departing from the European Union and all flights to the European Union if on an European operating carrier, if you are denied boarding or your flight is canceled or delayed for at least two hours, ask at the check-in counter or boarding gate for a document stating your rights, particularly with regard to compensation and assistance. For further information on your air passenger rights for these flights, see <http://ec.europa.eu/transport/themes/passengers/air/>.
18. Failure to use any flight segment may result in automatic cancellation of all continuing and return reservations. You must advise your Travel Supplier if your travel plans change en route.
19. 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 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. 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 Travel Supplier directly.
20. Please go to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> to learn about the use of insecticides in certain flights.
21. A reservation is subject to cancellation by the Travel Supplier if the passenger is not available for boarding at the loading gate at least 15 minutes prior to scheduled departure for flights between U.S. points or up to 30 minutes for all other travel. Be sure to check with the airline as these times vary by airline.
22. Failure to occupy reserved space may result in the Travel Supplier canceling, continuing, connecting, or returning space reserved by the passenger.
23. The travel supplier reserves the right to refuse carriage to any person who has acquired a ticket in violation of applicable law or carrier's tariffs, rules or regulations.
24. Air reservations can be booked up to 330 days in advance. Your return flight must be no more than 328 days from the date of departure.
25. Some airlines may require a birth certificate for infants under the age of two traveling without charge.

## **Canada Electronic Transic Authorization (ETA)**

As of March 15, 2016, visa-exempt foreign nationals who fly to or transit through Canada are expected to have an Electronic Travel Authorization (ETA). Exceptions include U.S. Citizens and travelers with a valid Canadian visa. Please visit <http://www.canadaetavisa.com/> to obtain your electronic travel authorization. This is required for your travel to or through Canada. Contact the consulate of the country for additional questions on documentation that will need to be provided.

### **Baggage**

1. Airline baggage policies vary by airlines and charges may apply for checked baggage. You are responsible for such charges. Please check with the individual airline should you have questions regarding baggage charges, size limitations, or restrictions. Click on the link for “baggage fee information” shown with each flight result.
2. You are also advised if you have excess baggage, you will have to pay any excess baggage fee assessed by each airline. These fees are to be paid directly to the airline upon using such service.
3. When there are two or more airlines involved for connecting flights then you may have to reclaim your bags at the connecting airport and check-in again to continue your journey. Some airlines charge an extra fee each time bags are checked-in with that airline. Additional fees may apply and must be paid directly to the Travel Supplier.
4. Liability for loss, delay, or damage to baggage is limited unless a higher value is declared in advance and additional charges are paid. Excess valuation may be declared on certain types of articles. Some Travel Suppliers assume no liability for fragile, valuable or perishable articles. Further information may be obtained from the Travel Supplier.
5. The Program and Aspire will not be responsible for lost, stolen, damaged, or destroyed baggage or contents of baggage.

### **Hotels**

1. Hotel rooms are PREPAID AND ARE NON-REFUNDABLE AND NON-CHANGEABLE unless permitted by the terms of the room/rate description. Hotel rooms must be booked at least twenty-four (24) hours prior to arrival. Hotel cancellation policies are displayed on the Program for each room type. Due to various hotel rules, date restrictions over high-demand periods, and other special circumstances, hotel cancellation terms are subject to change at any time prior to purchase. For more information on individual room types and amenities based on room type selections, please contact the hotel Travel Supplier directly.
2. No shows are non-refundable and will result in a total forfeiture of payment and points without credit due.
3. You must contact the Call Center for all cancellation or modification requests. Cancellations or modifications handled by the hotel directly may result in no refund. Hotels can only be canceled in full, and not just a portion of the reservation. If you desire to shorten your length of stay, you will need to cancel the entire reservation and rebook a new reservation.

4. In the event of an involuntary cancellation due to weather, war, terrorism, epidemic outbreak, natural disaster, acts of civil unrest or other acts of God, cancellation fees may be waived at the discretion of the hotel.
5. Policies for children vary by hotel. Child benefits may be extended should a hotel offer them.
6. Any charges for incidentals that you incur while traveling are not included in your reservation rate and must be paid directly to the hotel. These include, but are not limited to, resort fees, hotel energy surcharges, parking fees, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, gratuities, baby sitting and other incidentals. Please check with the hotel for additional information on incidental charges.
7. Special requests, such as bed type, smoking preferences or room amenities made to hotel Travel Suppliers are on a request only basis and cannot be guaranteed. Fees and charges may apply, depending on the service request.
8. At check-in, you must furnish a valid government-issued photo ID and a credit card for incidentals.
9. Minimum age for booking a hotel is 18 years of age at time of stay, but some hotels have different age requirements for booking.
10. Reservations do not include services not specified in the reservation confirmation.
11. Travel Suppliers will attempt to notify guests of hotel renovation or refurbishment as reasonably soon as Travel Suppliers are notified by the hotel; however, the Program and Aspire are not liable if the hotel has failed to notify you in advance.
12. Due to hotel Travel Supplier policies applicable to certain preferred rates, your name may not be provided to the hotel Travel Supplier until 24 hours prior to your arrival.
13. Reservations are restricted to a maximum of 21 days. If you need stay for more than 21 days, you will need to make another reservation.
14. Reservations are restricted to a maximum of 330 days in advance.
15. You may book up to three hotel rooms per reservation if they are the same room type. For additional rooms, please contact the Call Center directly.

### **Car Rentals**

1. You must contact the Call Center for all cancellation or modification requests and are subject to the applicable Travel Supplier's policies. Change or cancellation fees may apply.
2. Car rentals must be booked at least twenty-four (24) hours prior to rental. Cancellations or modifications handled by the rental car agency directly may result in no refund. Car rentals can only be canceled in full, and not just a portion of the reservation. If desiring to shorten or extend your length of rental, you will need to cancel the existing reservation and book a new reservation.
3. A valid driver's license and credit card is required at the time of pick-up of the vehicle. The driver's license and credit card must be in the name of the individual that reserved the vehicle for his/her use. Debit cards may not be accepted by a car rental company.

4. Advance purchase rental rates in the United States usually include unlimited mileage, and most taxes and fees although some local taxes/fees may be collected at the counter by the car rental agency. Car rental rates outside of the United States may not include unlimited mileage, taxes and fees and these will be determined by the car rental agency and must be paid directly to the car rental agency.
5. 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 agency.
6. Extra days, extra hours, upgrades to higher car classes, and optional services (if applicable) are the responsibility of the renter.
7. The Program, Aspire and the Travel Suppliers do not guarantee a specific make, model or color of vehicle no matter what vehicle is reserved.
8. Geographic and cross border restrictions may apply. One way rentals may not be permitted by all Travel Suppliers.
9. No shows are non-refundable and will result in a total forfeiture of payment and points, without credit due.
10. Cancellation fees, rental terms, and any additional fees are subject to change without notice and may vary by location.
11. 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.
12. Personal accident insurance, liability insurance and loss damage waiver are not included in your rental, but may be available for an additional charge, and must be paid directly to the rental car Travel Supplier.
13. For domestic rentals, renters must be 25 years of age and have a valid driver's license, major credit card and good driving record. Rentals outside of the US may require an international driver's license or compliance with other local requirements.
14. Car rental redemptions may not be available for all locations and destinations.
15. Special requests made to car rental Travel Supplier are on a request only basis and cannot be guaranteed.
16. Car rental Travel Suppliers reserve the right to deny rental for any reason, including, due to past driving record.
17. Reservations are restricted to a maximum of 20 consecutive days.
18. Reservations are restricted to a maximum 330 days in advance.
19. Rental rates are not combinable with any tour or group rate, coupon, or promotion.
20. It is your responsibility to review the specific car rental agreement.

### **Activities**

1. All activities are completely NON-REFUNDABLE once booked unless canceled by the activity Travel Supplier. Activities must be booked at least twenty-four (24) hours prior to activity commencement.

2. Activity vouchers (when provided) should be printed and provided to the activity Travel Supplier when used.
3. No shows are non-refundable and will result in a total forfeiture of payment and points, without credit due.
4. Activity Travel Supplier reserves the right to change, cancel, or modify the date, length, or inclusions of activity booked without notice. You should reconfirm the activity booked at least 72 hours prior to the activity date.
5. Advance bookings are restricted to a maximum of 180 days.
6. Some activities may require fuel surcharges and other fees depending on the activity selected. These fees are payable directly to the Travel Supplier at the time of check-in.
7. Some activities may have age, physical capabilities or other restrictions.
8. Certain activities may be weather dependent. You should not assume that weather conditions will result in cancellation of a booked activity. Always contact the activity Travel Supplier with any questions regarding weather conditions.
9. Pick up locations for some activities may be subject to limitations.
10. Information on fuel surcharges and other fees that are associated with an activity can be found in the activity detail section for the specific activity.
11. Prices do not include gratuities.
12. Surcharges and other fees required by the Travel Supplier are subject to change.

### **Cruises**

1. Rates quoted are per person/double occupancy unless specified otherwise. Cruises must be booked at least seven (7) days prior to cruise departure. Upgrades must be requested at time of booking. Pre-payment of tips is not a service offered at this time.
2. The total price for all passengers, including all government taxes and fees, will be displayed on the checkout page.
3. The passenger's ticket may not be assigned, sold or otherwise transferred by the passenger or any other person. Among other things, this means that the passenger cannot sell or transfer the ticket to someone else, and the cruise line Travel Supplier shall not be liable to the passenger or any other person in possession of a ticket for honoring or refunding such ticket when presented by such other person.
4. Cruise line Travel Supplier cancellation policies vary, based on the type of cruise, length of cruise and time of year. Please refer to the individual cruise line Travel Supplier website for additional information, frequently asked questions (FAQs) and full terms and conditions and cancellation policies.
5. A valid passport (with appropriate expiration date, visa, and other requirements) is required at the time of disembarkation for each passenger. It is the responsibility of the passenger to ensure you have the proper identification, passport, visa and all other valid documentation available. Please check with your embassy or consulate for updated information.
6. It is recommended that you always travel with a valid passport. However, U.S. citizens who are taking a closed-loop cruise itinerary departing from the U.S. (i.e. the ship must leave from and return to the same U.S. port), may be permitted to board with a valid

government issued photo ID and a certified legal copy of a U.S. birth certificate. See the applicable cruise line Travel Supplier for details.

7. It is the passenger's responsibility to have proper travel documentation. Travelers without proper documentation will be denied boarding by the cruise line Travel Supplier.
8. If you cancel your reservation after a specific date, you may be subject to cancellation charges. The cancellation time period and any associated charges are dependent upon the cruise line Travel Supplier.
9. The cruise line Travel Supplier reserves the right to impose a supplemental charge relating to unanticipated occurrences including, but not limited to, increases in the price of fuel. Any such supplement charges may apply, at the cruise line's sole discretion, to both existing and new bookings. This varies based upon the cruise line Travel Supplier. You will be responsible for paying this supplemental charge directly to the cruise line Travel Supplier.
10. Rules and restrictions apply for promotional rates. Promotional rates may require specific documentation be provided in order to qualify for the promotional rate. Please review the requirements and provide all documentation required within the specified time to avoid cancellation of your booking or additional penalties and forfeiture of your payment and points, without credit due.
11. Some cruises have a minimum age requirement. Please review age requirements for the selected cruise. Anyone traveling that does not meet the minimum age requirements will be denied boarding and will forfeit payment and points, without credit due.
12. Military promotions may be available to members of the United States Military and Canadian Department of National Defense. Please contact the applicable cruise line for Military Terms & Conditions for eligibility and documentation requirements and the timeline for submitting the required documentation.
13. Reservations are restricted to one cabin per redemption. If you require more than one cabin, you will need to make another redemption.
14. Reservations are restricted to a maximum 24 months in advance. Your cruise return date must be within the 24 month period.
15. Stateroom images and features are samples only. Actual furniture, fixtures, colors, configurations, and window/porthole views may vary.
16. Cruise itineraries, cabin categories, and policies are subject to change without notice. Please verify Policies, Cabin Categories, Descriptions, Ports, Dates, and Times with the cruise line Travel Supplier directly on ALL bookings before the sailing.

### **Vacations**

1. Vacations must be booked by contacting the Call Center directly. Vacations are not available via the Site.
2. Vacation packages are designed based on the passenger's request. Vacation packages may include (but are not limited to) air, accommodations, rail, transfers, car rentals, or activities.

3. All prices quoted are not guaranteed until payment has been applied, and the booking confirmed.
4. Change and cancellation policies may vary based on the Travel Supplier's terms and conditions. Change or cancellation penalties may apply.
5. Certain resorts or hotels may have a minimum age requirement. If applicable, the Call Center will disclose this requirement to you at the time of booking.
6. Prices do not include gratuities.
7. Surcharges and other fees required by the Travel Supplier are subject to change.

### **Disclaimers and Limitation of Liability**

The Program and Aspire act only as an agent for the passenger in regards to booking travel, whether by air, automobile, ship, or any other conveyance, 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 arrangements of the tour. The Program and Aspire do not accept any responsibility for losses or additional expenses due to delay or changes in schedules or other causes, such as strikes, weather or anything outside the control of the Program and/or Aspire. All such losses will be the responsibility of the passenger. The Program and Aspire reserve the right to make minor adjustments in the passenger's travel itinerary and to cancel any trip prior to departure. In the event of trip cancellation, a full refund will constitute a full settlement of all liability. The issuance of vouchers or tickets shall be deemed to be your consent to the above terms. The ticket(s), when issued, shall constitute the sole contract between the passenger and the Travel Supplier, and the Program and Aspire shall have no liability for any actions or omissions of the Travel Supplier. All rates published in any venue are based on exchange rates and tariffs and are subject to change. All taxes, gratuities and portage charges are subject to deletions, additions or changes without notice. These items are not under the control of the Program and/or Aspire since changes in government regulations and labor agreements cannot always be anticipated. In addition, the Program and/or Aspire are not responsible for (i) any changes initiated by the passenger after departure; (ii) any errors and/or omissions in the advertising of any travel components or activities; and/or (iii) any loss or damage caused by the acts or omissions of any third party in connection with the services provided hereunder.

The program, Aspire and their affiliates do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to, the information and description provided for by the travel suppliers (including, without limitation, photographs, logos/icons, lists of hotel amenities, general product descriptions, hotel ratings etc.).

The availability to you of any travel products or services offered by the program does not constitute any endorsement or recommendation of such products or services by the program, Aspire or their affiliates. All travel products and services are provided "as is" without warranty of any kind. The program, Aspire and/or their affiliates 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.

### **Customer Release and Indemnification**

You hereby release, and agree to defend and indemnify, the Program, Aspire and our affiliates, and/or suppliers of the foregoing, and any of the officers, directors, employees and agents of the foregoing from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including, but not limited to, reasonable legal and accounting fees, brought by:

(A) you or on your behalf in excess of the liability described above; or

(B) by third parties as a result of:

1. your breach of these Terms;
2. your violation of any law or the rights of a third party; or
3. your use of this Site.

### **Acceptable Use**

This Site is intended for personal, noncommercial use. The content and information on this Site (including, without limitation, price and availability of travel services), as well as the infrastructure used to provide such content and information, is proprietary to the Program, Aspire and/or our Travel Suppliers and other third party providers. Accordingly, as a condition of using this Site, you agree not to use this Site or its contents or information for any commercial or non-personal purpose (direct or indirect) or for any purpose that is unlawful or prohibited by these Terms. While you may make limited copies of your travel itinerary (and related documents) for travel or services purchased through this Site or the Call Center, you agree not to modify, copy, distribute, transmit, display, perform, reproduce, publish, license, create derivative works from, transfer, or sell or re-sell any information, software, products, or services obtained from this Site or the Call Center. In addition, whether or not you have a commercial purpose, you agree not to:

1. access, monitor or copy any content or information of this Site using any robot, spider, scraper or other automated means or any manual process for any purpose without our express written permission;
2. violate the restrictions in any robot exclusion headers on this Site or bypass or circumvent other measures employed to prevent or limit access to this Site;
3. take any action that imposes, or may impose, in our discretion, an unreasonable or disproportionately large load on the Site infrastructure; or
4. deep-link to any portion of this Site (including, without limitation, the purchase path for any travel services) for any purpose without our express written permission.

You may only use this Site and the Call Center to make legitimate reservations, purchases or requests to purchase the products or services offered (each, a "Request") and shall not use this Site or Call Center to make any speculative, false or fraudulent Requests or any Requests in anticipation of demand. You represent that you are of sufficient legal age to create binding legal obligations for any liability you may incur as a result of your use of this Site or the Call Center. You agree to promptly update your information in order to keep your information current, complete and accurate. It is a violation of law to place a Request in a false name or

with an invalid method of payment. Please be aware that even if you do not give us your real name, your web browser transmits a unique Internet address to us that can be used by law enforcement officials to identify you. Fraudulent users will be prosecuted to the fullest extent of the law.

### **Links to Third-Party Sites**

This Site may contain hyperlinks to websites operated by third party parties. Such hyperlinks are provided for your reference only. We do not control such websites and are not responsible for changes to website location, their contents or your use of them. Our inclusion of hyperlinks to such websites does not imply any endorsement of the material on such websites or any association with their operators.

### **No Unlawful or Prohibited Use**

As a condition of your use of this Site, you warrant that you will not use this Site or the Call Center for any purpose that is unlawful or prohibited by these Terms and any other terms, conditions and notices.

### **Modification of these Terms and Conditions**

We reserve the right to change the terms, conditions, and notices under which this Site and/or the Call Center is offered, at any time, without notice. We reserve the right, in our sole discretion, and without liability, to terminate your access to all or part of the Site and/or the Call Center, with or without notice, for any reason or no reason.

### **Personal Information**

We seek to use reasonable organizational, technical, and administrative measures to protect your personal information. Unfortunately, no data transmission or storage system can be guaranteed to be 100% secure. If you have reason to believe that your interaction with us is no longer secure (for example, if you feel that the security of your account has been compromised), please immediately notify the Call Center at 855-854-5493.

### **Seller of Travel Information**

Aspire Loyalty Travel Solutions complies with the laws in the states that require registration in order for an agency to sell or offer to sell travel services:

California\* (2122200-50)

Florida (ST39969)

Iowa (1253)

Washington (603527613)

\*Registration as a seller of travel does not constitute approval by the State of California. Aspire is not a participant in the California Travel Consumer Restitution Fund.

### **Governing Law**

These Terms and any action or proceeding relating to these Terms or any activity arising from the use of the Program and/or Site, whether in contract or tort, law or equity, shall be governed by, construed and enforced in accordance with the laws of the State of Delaware, USA as they are applied to agreements entered into and to be performed entirely within such state.

### **Travel Privacy Policy**

As user of the Site, you are in control of all your travel-planning. We know you want to remain in control of your personal information, as well.

The Program and Aspire are committed to protecting your personal information. This Privacy Policy (the "Policy") explains how personal information you provide to the Site is collected and used, as well as offline when communicating with the Call Center. This Policy does not cover Travel Suppliers, third party providers, distributors, or suppliers, which may or may not be subject to their own privacy policies.

You should read this Policy before you submit any personal information to us. By using the Site, you consent to the collection and use of your personal information as outlined in this Policy. If you do not agree with the content of this Policy, you should refrain from using the Site.

### **Personal Information We Collect and How it is Used**

**In General.** We may collect and store any personal information you enter on the Site or provide to us in some other manner. Personal information is data that identifies you, and includes (but is not limited to) your name, business or personal email address, physical address and direct telephone number. You are not obligated to provide us with any personal information, unless or until you choose to purchase a reservation or engage in other transactions on the Site. We strive to limit the type of personal information that we collect to information that helps us accomplish our goal of providing a high level of service for the benefit of our existing and prospective customers.

**Purchases.** In order to purchase travel and related services through the Site, you may provide us with certain personal information such as your name, your credit card number and expiration date, your credit card billing address, your telephone number, your e-mail address and the name or names of the person(s) traveling (if not you). We may also ask you for other personal information, such as your frequent traveller numbers. We require this information so that we can process, fulfill and confirm your reservations and transactions and keep you informed of each transaction's status. If you are making a reservation for one or more travellers other than yourself, you will need to make sure that each of these other travellers agrees, in advance, that you may disclose their personal information to us. For your convenience, we make certain information about your reservation available to you or other persons authorized by you to receive such information. For example, if you forget your flight number, you or another person authorized by you may retrieve that information from us after providing information sufficient to confirm your identity or that such other person is authorized by you to receive that information.

**TSA Secure Flight.** Under the Transportation Security Administration (TSA) Secure Flight program most air passengers are now required to provide their full name, date of birth, and gender (plus redress number, when applicable) at the time of booking. We will not disclose this information to any third parties other than the applicable airline(s). If you are making a reservation for travellers other than yourself, you should make sure each traveller agrees, in advance, that you may disclose their personal information to us for this purpose. Providing this information is voluntary; however, if it is not provided, you may be subject to additional screening or denied transport or authorization to enter a sterile area. TSA may share information you provide with law enforcement or intelligence agencies or others under its published system of records notice.

**Information Collected Automatically.** When you visit the Site, we automatically log generic information about your computer and your computer's connection to the Internet. This information may consist of things such as device information, IP address, operating system and browser software information, and the activities conducted by the user while on the Site. An IP address is a number that allows computers attached to the Internet, such as our web servers, to know where to send data back to the user, such as the pages of the Website the user wishes to view. We collect this information because it helps us analyze such things as what items visitors are likely to click on most, the way visitors are clicking through the site, how many visitors are surfing to various pages on the site, how long visitors to the site are staying and how often they are visiting. It also helps us diagnose problems with our servers and lets us better administer our systems. It is possible to determine from an IP address a visitor's Internet Service Provider (ISP) and the approximate geographic location of his or her point of connectivity. We may also use some of this information, such as the pages you visited on our site, to send you e-mail messages focused on destinations that you may be interested in, unless you had previously opted out of receiving such messages. We also use session data to help prevent fraud or unauthorized use of our site.

**Use of cookies.** Cookies are pieces of information, usually a small text file that a site transfers to your computer's hard drive and resides there for record keeping purposes. Cookies can make the Web more useful by storing information about your preferences on a particular site. Cookies are only read by the server that placed them, and are unable to do such things as run programs on your computer, plant viruses or harvest your personal information. The use of cookies is an industry standard and very common on the Internet. Cookies allow us to serve you better and more efficiently by retrieving information previously entered by the user, such as e-mail addresses and zip codes thereby personalizing your experience at the Website. Cookies in and of themselves do not personally identify users, although they do identify a user's computer.

The blocking of website cookies may disable certain features on the Site and may make it impossible to purchase or use certain services available on the Site. Please note that it is possible to block cookie activity from certain websites while permitting cookies from sites you trust.

### **Disclosure of Personal Information**

When you reserve or purchase travel services through the Site, we provide to the airline, hotel, car-rental agency, travel agency or other involved third party provider, distributor, or supplier only that portion of your personal information that is needed for the successful fulfillment of your travel arrangements. We book most of our travel services through the GDS (Global Distribution System), and in doing so must provide certain of your personal information to them (as we would with any other GDS we now use or may use in the future). We use non-personally identifiable information in aggregate form to build higher quality, more useful online services by performing statistical analyses of the collective characteristics and behavior of our customers and visitors, and by measuring demographics and interests regarding specific areas of our site. We may provide anonymous statistical information based on this data to suppliers, advertisers, affiliates and other current and potential business partners. We may also use such aggregate data to inform these third parties as to the number of people who have seen and clicked on links to their websites.

We may also share your personal information with other companies or individuals in the following instances:

- In response to subpoenas, court orders, or other legal process; to establish or exercise our legal rights; to defend against legal claims; or as otherwise required by law. In such cases we reserve the right to raise or waive any legal objection or right available to us.
- When we believe it is appropriate to investigate, prevent, or take action regarding illegal or suspected illegal activities; to protect and defend the rights, property, or safety of the travel provider, our customers, or others; and in connection with these Terms and other agreements.
- In connection with a corporate transaction, such as a divestiture, merger, consolidation, or asset sale, or in the unlikely event of bankruptcy.

### **International Transfers of Personal Information**

The Site is operated in the United States and, depending on your country of residence, the submission of personal information to the Site may involve some transfer of personal information to the United States. You should be aware that privacy laws in the United States may not provide protections equivalent to those of your country of residence. We have taken steps to ensure that appropriate levels of protection necessary to maintain the security and quality of your personal information are in place and that any transferred data is processed only in accordance with this Policy.

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### **Cash Equivalent Redemption Terms and Conditions** *(if applicable to your program)*

### **Gift Card Terms & Conditions**

Gift Cards issued pursuant to the Program are subject to the Program's Terms & Conditions and the Terms & Conditions set by the merchant issuing the Gift Card. Redemption of Points for a Gift Card constitutes acceptance of these Terms & Conditions and the Terms & Conditions set by the merchant issuing the Gift Card. Additional information may be obtained from the issuing merchant or its website.

Expiration policies and non-usage fees may apply to the extent allowed by law.

Gift Cards are not redeemable for cash. Gift Cards may not be exchanged or returned unless damaged or defective at the time of receipt. Gift Cards previously issued by a merchant that no longer accepts gift cards or is no longer in business may not be exchanged or returned.

Except as required by law, Gift Cards will not be replaced or replenished if lost, stolen, destroyed, used without the intended recipient's permission or used in a manner inconsistent with any law.

Physical Gift Cards will be delivered via USPS, UPS, or Fedex and are sent by the Gift Card fulfillment partner. Should a Gift Card not be delivered to the intended recipient within 14 days of the shipping date or if there are any other issues with a Gift Card, please contact an awards representative at 855-854-5493. The awards representative will attempt to resolve any issues within fourteen (14) days of contact. Research will be conducted to determine the appropriate resolution, but in no event will a replacement Gift Card be issued more than 30 days after the original Gift Card shipping date.

Digital Gift Card orders will be confirmed by an email generated on behalf of the merchant by the Digital Gift Card fulfillment partner and/or Program Headquarters.

### **Gifting Rewards**

- Rewards earned in your account may be gifted to another Program account.
- The redeeming/sending cardholder's account must be in good standing and capable of redeeming their rewards in order to gift rewards to another account.
- The recipient's account must be in good standing and able to earn rewards in order to receive the gift.
- The redeeming cardholder must enter the email address of the recipient. This must be the email address that we have on file for the destination account.
- The amount of rewards gifted to another Program account must be within any parameters that we establish from time to time.
- Rewards are not transferable to or from any other rewards program.

### **Purchase Rebate for Statement Credit**

All Statement Credit redemptions are final. We are unable to process refunds, exchanges or cancellations.

General

- Credits will be applied to your Program card account within 3 business days of the redemption request. The credit will be reflected on your next or the following billing statement.
- The credits will be issued to your Program card account only and may not be redeemed for cash equivalent, transferred to another card or used as a payment on other accounts.
- If you would like to learn the exact date the credit will post or was posted to your statement please contact your financial institution.

**STATEMENT CREDITS ARE NOT A PAYMENT. PLEASE REMEMBER TO SUBMIT YOUR NORMAL MONTHLY PAYMENT BEFORE YOUR NEXT DUE DATE.**

**Direct Deposit or Purchase Rebate for Deposit to Checking**

All Cash Reward redemptions for Deposit to Checking are final. We are unable to process refunds, exchanges or cancellations.

General

- Cash Rewards redemptions for a deposit into a checking account are generated as an ACH deposit to the designated account typically within 5 business days.
- You must enter an accurate routing number and account number for your Cash Reward redemption to be processed correctly.
- If you would like to learn the exact date of when your transaction will be deposited to your account please contact your financial institution.

**Direct Deposit or Purchase Rebate for Deposit to Savings**

All Cash Reward redemptions for Deposit to Savings are final. We are unable to process refunds, exchanges or cancellations.

General

- Cash Rewards redemptions for a deposit into a savings account are generated as an ACH deposit to the designated account typically within 5 business days.
- You must enter an accurate routing number and account number for your Cash Reward redemption to be processed correctly.
- If you would like to learn the exact date of when your transaction will be deposited to your account please contact your financial institution.

**Statement Credit**

All Statement Credit redemptions are final. We are unable to process refunds, exchanges or cancellations.

General

- Statement Credits will be applied to your Program card account within 3 business days of the redemption request.

- The Statement Credits will be issued to your Program card account only and may not be redeemed for cash equivalent, transferred to another card or used as a payment on other accounts.
- If you would like to learn the exact date the Statement Credit will post or was posted to your statement please contact your financial institution.

STATEMENT CREDITS ARE NOT A PAYMENT. PLEASE REMEMBER TO SUBMIT YOUR NORMAL MONTHLY PAYMENT BEFORE YOUR NEXT DUE DATE.