TruRewards Terms and Conditions

TruRewards ("Program") is a promotional incentive program offered by Banner Bank ("Issuer," "we," and "us") residents of the United States. Under the Program, you will earn points every time you make a qualifying purchase or engage in a qualifying transaction ("Qualifying Purchase") with an eligible Banner Bank credit card that has been enrolled in the Program. You can use these points to obtain merchant gift or travel certificates, gift cards, merchandise, and much more (referred to generally as "Rewards"). By participating in the Program, you are agreeing to be bound by the following terms and conditions. In addition to these terms and conditions, your card agreement (the "Card Agreement") with us relating to your use of your Banner Bank credit card shall also continue to govern your use of the Program. In the event of a conflict between the Card Agreement and these terms and conditions, the Card Agreement will govern (except these terms and conditions shall govern in any matter relating to the Program).

Changes to the Program

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

Eligibility

Banner Bank credit cards issued in the United States and in good standing may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular card or cardholder is eligible to participate in the Program.

Enrollment

We have automatically enrolled your Banner Bank credit card in the Program and established a Program account ("TruRewards Account") for you. Each card number must be enrolled separately and will be treated as a separate TruRewards Account, even if two or more card numbers are associated with the same credit, or underlying account. If there are multiple cards with the same card number, only one cardholder is required to enroll; all Qualifying Purchases made with cards with the same card number will earn points in a single TruRewards Account. We allow cardholders to have their cards linked by us, as described in Linking, below. Once you have enrolled successfully, you will select a password that is required to access the Program website (www.bannertrurewards.com) or telephone system (1-866-243-4974). It is your responsibility to keep any password safe and known only to you and to restrict access to any

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mobile phone number and/or e-mail address registered with the Program. You are responsible for all activity in your TruRewards Account.

There is no cost to you to enroll or participate in the Program.

Please be aware that if you elect to participate in any Program services offered via a mobile device, your wireless provider’s message and data rates may apply and you are responsible to your wireless provider for any such charges.

**Qualifying Purchases**

*Only Qualifying Purchases with an enrolled Banner Bank credit card can earn points.* A "Qualifying Purchase" is any signature-based purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (purchases made by holding your card or other device up to a secure reader instead of swiping your card), or small dollar purchases for which you are not required to sign, made with an enrolled card. Purchases you initiate through identification technology that substitutes for a PIN, payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, fees charged by us (for example, annual fees, finance charges, and related service charges, if any apply), payments made for pre-paid and re-loadable cards such as certain gift cards, and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services), are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular card transaction is a Qualifying Purchase.

**Points**

Once enrollment is completed, you will start earning points for the Qualifying Purchases made with your enrolled Mastercard card based on the actual purchase amount, including tax.

**TruRewards Mastercard, and World Rewards Mastercard** - You will earn 4 points for each $1.00 of a Qualifying Purchase made with your enrolled card.

**Commercial Rewards Mastercard** – You will earn 3 points for each $1.00 of a Qualifying Purchase made with your enrolled card.

Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to your TruRewards Account. If you make a Qualifying Purchase in part with your enrolled card and in part with another form of payment (known as a “split-tender” transaction), you will earn points only for the amount you pay with your enrolled card.

Any returns, credits, or chargebacks earn "negative" points and such "negative" points will reduce the total points posted to the TruRewards Account. If at any time an enrolled TruRewards card account is not in good standing, Qualifying Purchases you make while the card is not in good standing will not accrue any points.

Occasionally, Banner Bank may authorize an adjustment to your TruRewards point balance. These adjustments can be positive or negative. Details on adjustments can be found on the Program website or by speaking with TruRewards customer service.

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Points have no cash or other value, except to obtain Rewards as set forth below. You may not purchase points or transfer points from one TruRewards Account to another TruRewards Account, even if both are owned by you. You also may not transfer or sell your TruRewards Account.

**Point Activity/Redemption/Expiration/Forfeiture**

You can view your TruRewards Account point balance and points earning and redemption activity at any time online at www.bannertrurewards.com. You can also call 1-866-243-4974 for such information. It may take up to two weeks for some of your Qualifying Purchases to post to your TruRewards Account. Some Qualifying Purchases, for example online purchases, or foreign transactions, and bonus points, may take longer to be posted.

Points are redeemed on a “next to expire” basis, such that points nearest to expiration will be the first points redeemed over the life of your TruRewards Account. Once a redemption order is placed, your TruRewards Account will be reduced by the number of points used to acquire the Reward. If your Reward order is cancelled or the Reward item becomes unavailable (and there is no substitute Reward available) your points will be reinstated and you will be notified of the cancelled Reward order.

**TruReward Point Expiration timeframes:**

**TruRewards Mastercard, World Rewards Mastercard, or Commercial Rewards Mastercard** - All unredeemed points will expire at the end of the 60th month from the month in which they were posted to your TruRewards Account.

**Historic purchases from Personal Debit or Business Debit** - All unredeemed points for cards linked to a credit card will expire at the end of the 36th month from the month in which they were posted to your TruRewards Account. (Purchases using these cards no longer earn new points.)

Your positive point balance will be forfeited if your card account is closed by you or by us, or if your TruRewards Account is terminated by you or by us (we will determine in our sole discretion what is a closed account or a terminated TruRewards Account for this purpose). You may not be provided with notice of expiration or forfeiture of points. You are not entitled to compensation from us, or from any other entity, when your points expire or if they are forfeited for any reason.

**Linking**

Linking other eligible Banner Bank cards to your enrolled Banner Bank card allows you to earn Rewards more quickly because all points are earned into a single TruRewards Account. A linked relationship results in one Banner Bank card being designated as the primary card, with all others designated as secondary cards. But the primary and secondary cards will have the same TruRewards rights to earn points, access the Program website and telephone system, and redeem points. Your card can be in only one linked relationship at a time.

You may submit a request to us to link other Banner Bank cards to your enrolled card by visiting the “My Account” section of the Program website (click on Request Linking) or by calling the TruRewards Client Service at 1-866-243-4974. We will evaluate your request within 30 calendar days.

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days and, if approved, you and all secondary cardholders will be advised by electronic mail. You will also see any linked cards in the “My Account” of the Program website. We may also in our sole discretion link Banner Bank cards other than the cards you requested to be linked to your card. If any of the cards to be linked are not yet enrolled in TruRewards, we will enroll them.

In certain cases, your card may be placed in a linked relationship as a secondary card, even if you already have a TruRewards Account. If your card is a secondary card in a linked relationship and your Program participation is cancelled, all of your points remain available to the cards remaining in the linked relationship.

If you later decide to unlink Banner Bank cards, you may do so by contacting us directly. At the time of unlinking, points in the linked TruRewards Account at our discretion may remain available to the cards remaining in the linked relationship (if any), remain with the card that was designated as primary during the linked relationship, or (for points resulting from a Qualifying Purchase) be credited to the TruRewards Account associated with the card that was used for the Qualifying Purchase.

**Rewards/Shipping**

To redeem points in your TruRewards Account to obtain Rewards, go to the Program website at www.bannerturewards.com or call 1-866-243-4974. You can only acquire Rewards to the extent that you have the required number of points in your TruRewards Account. You cannot combine points in one TruRewards Account with points in another TruRewards Account. All Rewards are subject to availability and have no cash value.

Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward; anticipated shipping time for the Reward; the purchase or other requirements to obtain or use the Reward; any warranties for the Reward; or any other limitations or restrictions on obtaining, retaining or using the Reward. Neither we nor BreakAway Loyalty are liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption.

Certain Rewards (such as statement credits) may require you to make a purchase at a merchant or take certain other action within a specified time period in order to obtain the Reward. The number of points required to obtain these Rewards will be deducted at the time of your redemption request and will be refunded to your TruRewards Account in the event that you fail to make the purchase or take the other specified action within the required time period. Refer to the Reward’s terms and conditions for details.

Many of the Rewards are certificates/cards that are redeemed at a participating merchant location. You and the merchant are responsible for compliance with all laws related to the Reward, including the payment and collection of any federal, state, or local taxes. Refer to the Reward's terms and conditions for details.

There is no shipping or handling fee for standard delivery of the Rewards. Rewards generally will be sent to you within four weeks of placing your Rewards order. Shipping times may vary. Check the terms and conditions of the particular Reward for details. Rewards cannot be shipped

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to any address outside of the 50 United States or the District of Columbia, but can be shipped to APO/FPO addresses.

Any merchandise Reward, if it has been damaged in transit, can be returned to the Program Administrator in its original packaging within ten (10) days of your receipt, in which event you will receive a full reinstatement of the points you redeemed to acquire the Reward. Call 1-866-243-4974 for return instructions. All non-merchandise Rewards (for example, gift cards and certificates) cannot be returned. Except as otherwise provided above in connection with merchandise damaged in transit, redeemed Rewards are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, other Rewards or points under any circumstances. We, BreakAway Loyalty, and participating merchants are not responsible for replacing lost, stolen, or mutilated Rewards, including retail or travel certificates, gift certificates, gift cards, or merchandise.

For a current list and description of the Rewards, as well as the number of points necessary to obtain each Reward, go to the Program website at www.bannertrewards.com or call 1-866-243-4974.

The Program website may, from time to time, allow you to bid for and acquire items using your points in an auction-style format. Neither we, nor BreakAway Loyalty, nor any of their service providers are a traditional “auctioneer”. At times during the auction period, if you have the highest bid at that time, the number of points you bid may be deducted from your TruRewards Account (and cannot be used for other redemptions). If you are outbid, any points bid deducted from your TruRewards Account during the auction will be returned to your TruRewards Account. If you are the highest bidder at the end of the auction period, any points bid (but not previously deducted from your TruRewards Account during the auction period) will be automatically deducted from your TruRewards Account (unless the transaction is prohibited by law, or by these terms and conditions, or cannot otherwise be fulfilled). If there is a tie for the highest bid at the end of the auction period, the cardholder that placed the first bid will win the item. Items for which you are permitted to bid with your points are Rewards subject to these terms and conditions including, but not limited to, prohibitions on the sale or bartering of Rewards. By bidding on a Reward, you also agree to be bound by any additional terms and conditions specific to that Reward, which will be disclosed to you prior to placing a bid. Bids are not retractable except in exceptional circumstances, as determined by us or by BreakAway Loyalty in our respective sole discretion.

**Communications with Program Participants**

We may communicate with you regarding any matter related to the Program via mail, via telephone or via electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website in the Message Center. All electronic communications from us are deemed to be communications "in writing" and are deemed to be delivered no later than the earlier of the date actually received (or five days from the date of posting or dissemination). You may update your contact information by visiting www.bannertrewards.com and updating your TruRewards Account profile or by calling 1-866-243-4974.

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To access information electronically, you need a Windows or Mac-compatible computer, Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 11.0 or later or another compatible browser) and an e-mail account. To retain copies of electronic communications, you need a printer attached to your computer or sufficient storage space on your disk drive to save an electronic copy. Additionally, you must have a password to access your information electronically or to conduct any activity online regarding your TruRewards Account on the Program website.

If you would like to request a paper copy of these terms and conditions, or to withdraw your consent to receive electronic communications, contact the Program Administrator by telephone at 1-866-243-4974 or by U.S. mail at TruRewards, PO Box 907, Walla Walla, WA 99362. If you use the Program website, we are not obligated to provide any additional hard copy communications to you (other than these terms and conditions). We also reserve the right at our option to terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program.

At your option, you may choose to receive information of a promotional nature about the Program. If you would like to change your consent to receive these promotions, please visit www.bannertrurewards.com or call 1-866-243-4974 to update your TruRewards Account profile.

In addition, by enrolling in the Program, you authorize us and BreakAway Loyalty to use information related to your Program participation and your TruRewards Account (and information provided by you to participate in the Program) to customize your Program experience. This may include communicating special offers and featured Rewards, and customizing the promotional information (if you choose to receive such promotions).

Although features and applications permitting Program participation via mobile devices are not currently available, these convenient features may be available in the future. Such features and applications may include alerts and promotional offers provided via SMS or a downloadable application. If and when these features and applications are available, they will be subject to additional terms and conditions and minimum hardware, software and service requirements, which will be communicated to you prior to use. For example, to participate in an SMS-based service, you must maintain, at your own cost, a mobile device capable of sending and receiving text messages. Message and data rates may apply to each text message sent and received in connection with the feature. Please see your wireless provider to review your wireless plan details.

**Canceling Program Participation**

You may cancel your participation in the Program at any time by visiting the Program website at www.bannertrurewards.com or calling 1-866-243-4974. The positive point balance in your TruRewards Account will be forfeited and cannot be transferred to another TruRewards Account. Any negative point balance in your TruRewards Account will carry over to any other TruRewards Account set up later with the same card.

**Lost, Stolen or Damaged Cards**

You will not lose the points in your TruRewards Account if your enrolled Banner Bank card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a

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different card number. If your Banner Bank card is lost or stolen, first call us at the telephone number provided in the Card Agreement, or call Banner Bank directly at 1-855-891-4821, to report the loss or theft. When your replacement card is reissued, your TruRewards Account will automatically be linked to that new card.

**Customer Service**

If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, or want to know whether a Reward was properly redeemed or the status of your redemption order, or want to ask any other question regarding the Program, you can reach the Program Administrator at www.bannertrurewards.com, via telephone at 1-866-243-4974, or U.S. mail at PO Box 2181, Walla Walla, WA 99362.

If you contact us regarding an error or mistake with respect to your TruRewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date (or the date of the alleged error or mistake) in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by us in our sole discretion.

**Disclaimers and Limitations**

Neither we nor BreakAway Loyalty are responsible for any disputes between or involving joint or linked cardholders or authorized users relating to points, redemption for Rewards, or use of Rewards.

Rewards are provided by a variety of merchants. We and our service providers, including BreakAway Loyalty, are not responsible to you for the quality or performance of the Rewards or the products or merchandise purchased or obtained with the Rewards. You may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Rewards provider. Neither we nor BreakAway Loyalty make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including (but not limited to) warranties of merchantability or fitness for a particular purpose. We and BreakAway Loyalty are not liable for any injury, damage or loss to person or property or any expense, accident or inconvenience that may arise from the use of the points, or the use of the Rewards or products or merchandise purchased or obtained with the Rewards, or otherwise in connection with the Program. Further, we and BreakAway Loyalty are not responsible for merchants, manufacturers or other Rewards providers that discontinue or cancel a Reward due to bankruptcy or for any other reason. Neither we nor BreakAway Loyalty makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program.

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You hereby release and hold us, BreakAway Loyalty and all parties associated with the Program harmless from any claim, liability or damage relating to the Program or your use of the Rewards. Any Reward offered under this Program is void where prohibited by law. Notwithstanding anything in these terms and conditions to the contrary, we, BreakAway Loyalty and any of their service providers shall have no liability to you in connection with the Program.

**Privacy**

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which you can get from us at www.bannerbank.com.