

## POPA Federal Credit Union Cash Rewards VISA® Rewards Program

### PROGRAM RULES, TERMS AND CONDITIONS

**The Program.** POPA Federal Credit Union (“POPA FCU”) Cash Rewards is a rewards program (the “Program”) that allows you to earn cash rewards (the “Rewards”), as described in Section 2 below, in connection with your POPA Federal Credit Union Cash Rewards credit card issued by POPA FCU (the “Account”). In these Terms and Conditions, “you” and “your” mean the Cardholder(s). “We,” “our,” “ours,” and “us” mean POPA FCU (the issuer of your credit card) or its assignees. Other capitalized terms not specifically defined have the same meaning as your POPA FCU Cash Rewards Cardholder Agreement (“Cardholder Agreement”). The Program is not available to the extent it is prohibited by federal, state, or local law. You are responsible for any federal, state, or local income or other taxes, if applicable. All aspects of the Program are governed by the laws of the State of California, without reference to its choice of law provisions. Your use of your credit card following receipt of these Program Rules shall indicate your acceptance of and agreement to comply with these Rules.

- 1) **Cardholder Eligibility.** You may participate in the Program while your Account is open and in good standing in accordance with your Consumer Credit Card Agreement and Disclosure. To receive the Rewards, you must maintain a Regular Share Account with POPA FCU and such account must be in good standing at the time of Reward distribution.
  - Business accounts are not eligible for the POPA Federal Credit Union Cash Rewards VISA Program.
- 2) **Earning Rewards on Purchases.** You will earn 1.5% cash back on eligible net purchases (purchases minus any refunds, returns, billing disputes, etc.) only.
- 3) **What does not qualify as a purchase?** The following types of transactions do not qualify as purchases (i.e., they are ineligible) and will not earn Rewards:
  - Overdraft Privilege transfers
  - Cash advances
  - Balance transfers
  - Use of convenience checks used to access your account
  - Interest and account fees
  - Unauthorized charges, including those made with a lost, stolen, canceled, or fraudulent credit card
  - Credit for items returned

**Returns:** Returned items are ineligible and may result in credits being applied to your Account which will reduce or may eliminate accumulated Rewards and may result in a negative Rewards balance. If your Account has a negative Rewards balance, any newly earned Rewards will be used to offset such negative Rewards balance until such balance has been brought to zero.

**Billing Disputes:** If a transaction is subject to a billing dispute, the transaction is ineligible and the Rewards associated with the transaction will be deducted from the total Rewards earned during the dispute period. If the transaction is reinstated, the Rewards will be reinstated.

- 4) **Rewards Balance.** Your Rewards balance is updated once your billing statement closes. To view your Rewards Balance, you can see it listed on your monthly VISA® statement, Online Banking, or Mobile Application.
- 5) **Rewards Distribution.** Your total reward balance is distributed annually. The annual reward period is based on January through December billing statements. Except as otherwise set forth herein, any Rewards you have earned on purchases made by authorized users on your Account will be added to your Rewards total. During the third week of January, the total balance of your eligible Rewards will automatically be transferred to your POPA FCU Regular Share Account. Your Rewards balance will be based on your eligible purchases during the annual reward period. Only Regular Share Account holders are eligible to receive the annual Rewards.

**You will not receive a Reward distribution if your Reward is less than \$1 or if your Credit Card Account or if your Regular Share Account is closed at the time your Reward is scheduled to be transferred to your Regular Share Account; any Rewards that have been accrued at that time will be forfeited. You must maintain your Membership, share accounts, and loan accounts with POPA FCU in good standing to receive your annual Reward balance.**

- 6) **Account Closure.** If we close your Credit Card Account or Regular Share Account, you will no longer earn Rewards and you will forfeit any Rewards accumulated, but not yet distributed. If you close your Credit Card Account or Regular Share Account prior to receiving the distribution of your total Reward balance in January, any Rewards will be forfeited. Credit Card Accounts must be open and in good standing (not canceled or terminated by either party, not delinquent, over-the-limit, or otherwise not available to use for charges) and must not have been revoked, charged-off, or in bankruptcy status at the time of Reward distribution. Rewards are not available if the Cardholder is in default under the Consumer Credit Card Agreement and Disclosure.
- 7) **Value of Rewards.** Rewards have no cash value until such time as they are automatically transferred to your Regular Share Account.
- 8) **Fees for Participation.** There is no fee for your participation in the Program.
- 9) **Program Changes.** POPA FCU, at its sole discretion, may withdraw, limit, modify, or cancel any Reward, or decrease the amount of Rewards earned per purchase, even though such changes may affect the accrual or values of Rewards. POPA FCU will send a written notice of the changes to you.
- 10) **Program Termination.** POPA FCU reserves the right to terminate the Program at any time. If the Program terminates for any reason, POPA FCU will send a written notice to you.

- 11) **Assignment.** This Agreement and the Credit Union's rights and obligations hereunder may be transferred or assigned by POPA FCU to a third party. You may not transfer or assign your Program benefits or Rewards at any time.
- 12) **Fraud.** If we see evidence of fraud, misuse, abuse, or suspicious activity, we will investigate and, if we determine that fraud, misuse, or abuse has occurred, we may take actions against you. These actions may include, without limitation:
- Taking away the Rewards you earned because of fraud, misuse, or abuse
  - Preventing you from earning Rewards
  - Suspending or closing your Account
  - Taking legal action to recover Rewards earned and received because of such activity and to recover our monetary losses, including legal costs and damages
- 13) **Our Notices to You.** We will mail our notices to you at the address on your billing statement.
- 14) **To Contact Us.** To contact us about the Program, call 800.369.7672 or write to:
- POPA Federal Credit Union  
c/o VISA® Cash Rewards  
13304 Alondra Blvd.  
Cerritos, CA 90703
- 15) **Headings.** The headings herein are for convenience only; they form no part of this Agreement or the Program Rules and shall not be given any substantive or interpretive effect whatsoever.