

**WESTERLY COMMUNITY CREDIT UNION
CUREWARDS® DISCLOSURE AND AGREEMENT**

1. **Definitions:** In this Agreement the words “we”, “us”, “our” and “WCCU” mean Westerly Community Credit Union, 122 Granite Street, Westerly, RI 02891-2435. The words “you”, “your”, “participant”, and “cardholder” mean anyone in whose name a VISA® Credit Card is issued. The word “Sponsor” means CUREwards® Powered By Hinda Inc.

2. **Availability:** This Program is available to cardholders (“Participant”) whose Sponsor (i) has enrolled as a sponsoring member of WCCU and (ii) has contracted with WCCU for this Program for the Participant. All Program rule determinations by WCCU are final. The Participant’s use of their card(s) following receipt of these Rules will indicate their agreement to comply with and abide by these rules.

3. **Points for Merchandise:** Points can be used to order the awards described in the current brochure or the Program web site, which may be updated from time to time. Point requirements assigned to any award are subject to change from time to time without notice, and awards may be discontinued or substituted at any time. Award suppliers have agreed that, to the best of their ability, merchandise featured in this Program will be available in sufficient quantities to meet expected demand. However, there may be instances in which product demand exceeds supply, in which case the Program reserves the right to substitute a similar item of equal value or withdraw the offer for that product. If it is not replaced Participant will be advised to make an alternate selection.

4. **Good Standing Requirement:** Accounts must be open and in good standing (not canceled or terminated by either party; not delinquent, over limit, or otherwise not available to use for charges) at time of redemption. Awards are not available when a cardholder is in default under the card agreement. The sponsoring credit union reserves the right to suspend the cardholder’s participation in the program until the account is in good standing.

5. **Merchandise Shipping:** Merchandise will be shipped via a parcel delivery service or by the U.S. Postal Service and should arrive 4-6 weeks after the order is received; otherwise, the Participant will receive an acknowledgement stating the anticipated alternate delivery date, except as noted on items shipped directly from the manufacturer. There will be no charge for standard delivery. Additional shipping cost may apply to deliveries to Puerto Rico, Alaska and Hawaii. The Participant will be notified of the additional cost. Shipments cannot be made to a post office box or outside the United States. For more details on merchandise shipment limitations, please refer to the merchandise section on the CUREWARDS® web site. No international

shipments are permitted. A street address and home phone number are required to accept an order.

5. **Damaged Merchandise:** A product which is received damaged or defective may be returned to the shipper within 10 days of receipt for replacement. All parts, instructions, warranty cards and original packaging materials must be returned with the product. Instructions on how to return such damaged merchandise will be included with each shipment. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept freight shipment delivery from the carrier.

6. **Merchandise Warranties:** The merchandise offered in this Program may be subject to standard manufacturers’ warranties. Any warranty information will accompany the merchandise shipment. The Program makes no warranty, express or implied, concerning the merchantability or fitness for a particular purpose of products and/or services provided through this Program. Warranty claims must be directed to the manufacturer.

7. **Cash Value:** Points can carry a cash value. The cash value of each point is determined by the Credit Union and can be changed or terminated at any time. Points can be converted to cash in the following ways. (1) Points can be applied to credit card payment up to four times per year. (2) Points can be transferred into a Westerly Community Credit Union deposit account up to four times per year. (3) Points can be donated to one of five notable charities up to four times per year.

8. **Point Conversion to Cash:** Points in this Program can be exchanged for cash, payment credit, or a donation to a notable charity. The cash value of each point is \$0.01 and a point is earned with dollar spend on the card. Example – Member purchases \$100 in goods or services, 100 points were earned, \$1.00 in cash value.

9. **Point Redemption:** Points will be deducted from the total points available for redemptions and for any returns or credits associated with the account. Points deducted for credits to an account will be at the same rate at which the original charges earned those points. The Participant’s credit card account may be charged for the actual cash difference between the cost of the award redeemed and the net value of the actual points available for redemption in the event the Participant redeems unearned Points.

Points converted to cash may be redeemed up to four times per year. Points must be redeemed in blocks of \$50.00 value or 5,000 points.

10. **Forfeited Points:** Points may be forfeited due to rules violations.

11. **Void Where Prohibited:** This Program is void where prohibited or restricted by law.

12. **Tax:** Participant is responsible for any federal, state or local income or other taxes or gratuities, if applicable.

13. **Hold Harmless Provision:** Participant agrees to hold WCCU and any vendors associated with the Program, as well as any credit card association that their Sponsor is a member of, totally harmless if their Sponsor fails to meet its contractual and other obligations with WCCU which results in the Program being interrupted or terminated prior to giving the participant the opportunity to redeem the Points or receive the gift/travel awards. Also, the Participant agrees to hold WCCU harmless if a vendor files for bankruptcy or otherwise goes out of business, after points are redeemed for an award from the vendor but before the Participant was able to receive the award.

14. **Restrictions:** Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail and will not be replaceable in the event of loss, destruction or theft. Participant may request travel certificates, tickets and documents to be delivered by overnight carrier and agrees to pay the associated additional delivery fees by credit card. Participant is responsible for any applicable fees and taxes associated with travel redemptions.

15. **Termination of Program:** The Program reserves the right to terminate the Program or portions thereof at any time without restriction or penalty. This means that regardless of a Participant’s level of activity in the program, the ability to accumulate points or claim awards can be terminated with or without prior notice. The redemption value of Points already accumulated, may be changed at any time without notice and without restriction or penalty.

16. **Merchants Subject to Change:** The list of merchandise, airlines, hotel, rental car, cruise or tour companies and any other listed award available in the Program is subject to change and may be discontinued all or in part without notice.

17. **Points Used for Travel:** All travel awards are subject to specific terms and conditions. Unless otherwise noted, airline reservations must originate from the contiguous 48 United States. Airline reservations must be made 21 days in advance of travel, require a Saturday night stay and may have restrictions, blackout dates, and exclusions. The Program reserves the right to book all airline tickets on the carrier with the lowest available fare for the round trip

between the cities requested. Certificates have no value except when used under the terms and conditions accompanying them. The terms and conditions of any travel offer may be amended by the Program at any time. Certificates and tickets issued travel awards must be issued in the name of the redeeming account holder or a member of their immediate family. The Program is not responsible for the performance of the travel providers associates with the Program. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability. All travel awards are subject to the rules and restrictions imposed by the individual travel companies, airlines, hotels, rental car, and cruise line and tour companies. Compliance with these rules is the responsibility of the Participant. Airline ticket travel awards are not refundable nor may they be returned to the Program for a credit of points to the original account. They are non-changeable unless permitted by the airline issuing the ticket. Fees that apply due to permitted changes by the airline are the responsibility of the traveler. En-route stopovers are not permitted unless they are to make direct connections within the carrier's rules. Air travel must be all on the same airline. Minimum or maximum stays required by the carrier may apply.

18. **Travel Reservations:** Issuance of some travel certificates does not constitute a reservation. In such cases the certificate holder is responsible for making all reservations with the company that issues the certificate.

19. **Errors and Omissions:** Every effort has been made to ensure that the information in the Program communications is accurate. The Program is not responsible for errors or omissions and reserves the right to correct such errors at any time, even if it affects a pending award redemption order.

20. **Additional Rules:** To see additional rules regarding certificate redemptions for airline tickets, cruises, car and hotel awards, please see the travel section of the CUREWARDS® web site or contact Westerly Community Credit Union. These terms and conditions, combined with the General Program Rules and Conditions (available at the CUREWARDS® web site), and any local rules published by your sponsoring credit union, constitute the full set of Program Rules.

21. **Point Expiration:** Points have a 5 year expiration date from the date they were earned.

22. **Time Allowed for Processing:** Points converted to cash value for deposit into a Westerly Community Credit Union account, charity donation, or credit card payment require 10 business days for processing.

Westerly Community Credit Union

Westerly ~ Richmond
South Kingstown
www.westerlyccu.com
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This Credit Union is federally insured by the National
Credit Union Administration.

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