

## Visa® Platinum Rewards Program Agreement

Please read and retain these terms and conditions, which contain important information about the First Entertainment Credit Union Visa® Platinum Rewards Program (the "Program") offered in connection with the First Entertainment Credit Union's ("First Entertainment Credit Union," "us," "we," or "our") Visa Platinum credit card with an open date of February 23, 2021 or earlier. These Rules, Terms, and Conditions (this "Agreement"), supplement the First Entertainment Credit Union Visa Credit Card Agreement and Disclosure ("Cardholder Agreement"). By accepting a First Entertainment Credit Visa Platinum credit card and/or participating in the Program, you ("Cardholder," "Authorized Cardholder," "you," "your," and "yours") agree to be bound by this Agreement and the Cardholder Agreement. If the Cardholder Agreement conflicts with this Agreement, then the terms and conditions stated in the Cardholder Agreement will govern, except this Agreement will govern in any matter relating to the First Entertainment Credit Union Visa Platinum credit card Rewards Program. Capitalized terms not otherwise defined in this Agreement are defined in the Cardholder Agreement.

### ELIGIBILITY AND ENROLLMENT

The First Entertainment Credit Union Platinum Visa® credit card (the "Rewards Account," or "Account") is sponsored by First Entertainment Credit Union and is restricted to First Entertainment Credit Union Visa Cardholders in good standing (as defined by us from time to time). We reserve the right to determine in our sole discretion whether you are eligible for enrollment or continued participation in the Program. We may withdraw the Program or change the terms of the Program at any time. The purpose of the Program is to reward members for certain uses of their First Entertainment Credit Visa Platinum credit card. The Program terms may be supplemented with additional terms, conditions, and disclosures, including but not limited to applicable terms related to any promotional offers provided to you for use with the Program as further discussed below.

### Reward Headquarters Customer Care Center and Website:

The Reward Headquarters Customer Care Center's (also referred to as "Reward Headquarters") phone number is 800-407-9047 and is available 24 hours a day, 7 days a week. This number provides full-service customer support for the Platinum Rewards Program including redemption of rewards for travel, gift cards, merchandise, and event tickets. You may only access the rewards website through the Visa Rewards widget within First Entertainment's Digital Banking platform. To enroll, please visit [visit.experience.firstent.org/Registration](http://visit.experience.firstent.org/Registration).

### 1. Gift Cards

**Redemption value:** 100 basis points

All gift card redemptions are final. We are unable to process refunds, exchanges, or cancellations.

#### General

- All gift card redemptions are non-returnable and non-refundable. Reward Headquarters will not authorize a reshipment of gift card(s) that are lost/misplaced.
- Every effort is made to deliver Your gift card(s) within 7-10 business days after an order has been placed. On occasion, gift card(s) may be received outside of the standard window.
- Please note, it may take longer to receive gift cards ordered during the holiday season.
- We ship gift cards First Class USPS. If a gift card order exceeds \$700.00 the order will be sent via a trackable method with a signature required.
- A shipping confirmation email will be sent to the email address on file once the gift card order has been shipped.

## 2. Merchandise

**Redemption value:** 100 basis points

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

Note: You must contact Reward Headquarters Customer Care for all return requests.

### General

- Most new, unopened items may be returned within 15 days of receiving the item for a full refund with original packaging and receipt. There are some exceptions where returns are not allowed. We'll also pay the return shipping costs if the return is a result of our error (You received an incorrect or defective item, etc.).
- Items that are opened, used or received more than 15 days ago may not be eligible for a refund. Restocking and/or shipping fees may also apply on items returned that are not damaged or the wrong item was ordered. The amount deducted will be equivalent to our standard shipping cost for that item and will be determined by the supplier at the time of refund.

### Return Instructions

1. Participant contacts Reward Headquarters Customer Care.
2. CSR initiates the return/replacement.
3. The participant receives return shipping label and returns item(s).
4. Depending on current availability, the replacement item is shipped to the participant once the original item is returned and received. If the replacement item is not available, eligible points will be deposited back to participant account within 3 weeks of receipt of the returned item.

Note: The return shipping labels obtained from Reward Headquarters are valid only for returns shipped within the U.S. Each return shipping label is coded for a specific shipment and for specific items. Please do not include items from other orders, or other items and/or shipments from the same order, in the same box, or You may not receive the correct refund.

### Non-Returnable Items

- Opened music, movies, computer software, video games, and collectibles cannot be refunded
- Most items may not be returned if the original packaging has been opened or tags or labels have been removed. These items include, but are not limited to, folding guest beds, air/inflatable beds, continuous air bouncers, water slides, pools, gas-powered lawn equipment, power tools, scooters over \$149.99, specialty occasion clothing, video cameras/camcorders, handbags, jewelry and watches.
- Items damaged, altered, or abused after delivery to the customer and mattresses or foundations that are damaged, soiled, stained or missing law tags cannot be returned.
- Delivery, labor and/or installation fees cannot be refunded.
- Adjustable base beds and customized items, including customized jewelry, cannot be returned.
- Hazardous items that are gas-powered or contain flammable liquids cannot be returned.
- Computer laptops and desktops more than 14 days after delivery cannot be returned.
- Any product missing the serial number or UPC cannot be returned.

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- Gift cards/certificates cannot be returned.
- Gourmet gift baskets cannot be returned.
- Custom and personalized orders cannot be returned.
- All Final Sale merchandise cannot be returned. Other nonreturnable purchases include digital content, prepaid cards, memberships, completed services, consumable items including ink and batteries, and items returned that are damaged or missing major contents.

### **Backordered Items**

- Items which are on backorder for more than sixty (60) days may be canceled due to unavailability, and a full refund will be processed for the item(s).

### **Product Specific Returns**

- Most items may be returned within 15 days of shipment. These items must be in new condition with all original packaging, receipts, packing slips and accessories. We cannot accept returns of products missing the serial number or UPC. We will not issue refunds for such items.
- Some product lines have special restrictions or return policies. Please contact our Customer Care Team for details.

## **3. Activities**

Activities are defined as events or activities purchased with rewards points, including but not limited to historical tours, sightseeing tours, hot air balloon rides, limo tours, cruises, zip-lining adventures, museum passes, music festival tickets, etc. ("Activity" and "Activities"). All Activity redemptions are final. We are unable to process refunds, exchanges or cancellations.

**Redemption value:** 100 basis points

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

### **General**

- All Activity redemptions must be completed by the Reward Headquarters Customer Care Team.
- All Activities are fulfilled by a variety of Suppliers, Tickets and Tour/Travel Operators.
- Unless otherwise stated, purchases/redemptions made through Activities on this site all are subject to this Agreement; in all booking arrangements, the person making the booking shall be deemed to have accepted these conditions on behalf of the persons named in the booking.

### **Terms of Use**

- By using Activities, You agree to be legally bound by this Agreement, which shall take effect immediately.
- If You do not agree to be legally bound by all the terms and conditions in this Agreement, please do not access, redeem for and/or use Activities.
- Activities terms and conditions may change at any time by posting changes online at [www.firstent.org](http://www.firstent.org). Please review these terms and conditions regularly to ensure You are aware of any changes made. Your continued use of Activities, after changes are posted, means You agree to be legally bound by these terms as updated and/or amended.
- Your use of Activities is intended for personal, non-commercial use and/or to make legitimate requests to book the products or services offered.

### **Cancellations & Refunds**

- All redemptions/sales are final and no modifications/amendments or changes are allowed.
- Activity suppliers do not allow changes once a booking has been made.
- It is not possible to change or modify a special event, theater, or show ticket. Sales of these tickets are final and cannot be amended once Your original purchase is confirmed.
- In case of emergency, all other date-change requests and amendments are subject to review of the service providers and We cannot guarantee the success of any date-change requests.
- In case of an emergency and a change is requested, if approved – additional fees may apply.
- All requests for modifications must be directed to Reward Headquarters Customer Care via the contact information supplied by Your award program administrator.
- All products, tickets, tours, and services offered by Activities are valid as per the dates displayed in Activities. Program sponsors and suppliers are not responsible or liable for any information that they do not directly provide.
- Occasionally our suppliers and/or service providers make changes to tour dates, prices, inclusions, coverage, age requirements, etc. As a result, Activities suppliers reserve the right to cancel, change or substitute any service, tour, ticket or product that You have booked in Activities, at any time, for any reason.
- In such cases, if You are dissatisfied with the alternatives offered, We will work to cancel Your activity and then offer a refund of Your redemption.
- Notwithstanding the above, when We are informed in advance by our service providers and/or suppliers of a significant change to a booking and/or to a tour, product or event, We will make every reasonable effort to notify the program administrator as appropriate, in order to amend or re-issue the booking where feasible.

### **Pricing & Inclusions/Exclusions**

- Prices are per person unless otherwise specified.
- Prices are subject to change without notice, until a booking has been confirmed.
- Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger facility charges or international transportation tax.
- Prices do not include tips/gratuities to tour directors, drivers or local guides; passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under "Inclusions" on the product pages of the rewards Web site accessed through [www.firstent.org](http://www.firstent.org) digital banking.

### **Activity Vouchers ("Voucher")**

- You will receive a personalized Voucher for each tour, event or service booked. In order to access and print Your Voucher(s), You will be provided access to a secure webpage that contains a link to Your Voucher(s).
- You must provide the original, authentic Voucher to the appropriate service provider in order to redeem Your tour, ticket, or package. Your reservation cannot be honored or redeemed without presenting a valid Voucher.
- For security purposes, when redeeming Your Voucher, You must present a valid Photo ID and sign the Voucher. This is for identification purposes and helps us to prevent fraud.

### **Passports, Visas & Insurance**

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- It is the responsibility of all passengers, regardless of nationality and destination, to check with the consulate of the country they are visiting for current entry requirements.
- As Visa and health requirements are subject to change without notice, We recommend that You verify health and visa requirements with the appropriate consulate prior to departure.
- We strongly recommend that You purchase a comprehensive Travel Insurance Policy prior to departure. If You cancel Your trip or significantly alter travel dates, many policies will reimburse the cost of cancellation fees and related expenses.

### **Disclaimers & Limitations of Liability**

- Under no circumstances will Your program sponsor, agents, affiliates, service providers, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of Activities regardless of the form of action.
- Activities suppliers, including but not limited to tour operators, museums, and adventure parks ("Activities Suppliers"), who might assist with making arrangements for hotels, tours, transportation or any service in connection with the itineraries of individual customers, shall not be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act or default by any hotel, carrier or other company or person providing services included in the tours.
- Furthermore, Activities Suppliers, agents and operators accept no responsibility for any sickness, pilferage, labor disputes, machinery breakdown, government restraints, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty, or any other causes beyond their control.
- Activities Suppliers' content - including the information, names, images, pictures, logos, prices, dates, and availability regarding or relating to Activities Suppliers, service providers, operators and/or distribution partners – is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.
- At Reward Headquarters, We check and recheck the details about all the products and services We offer for accuracy. However, Activities Suppliers and Reward Headquarters do not warrant that functionality, content or information contained in Activities will be uninterrupted or error-free, that defects will be corrected, or that Activities or the servers that make it available are free of viruses or bugs.
- If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

### **4. Event tickets**

**Redemption value:** 100 basis points

All event ticket redemptions are final. We are unable to process refunds, exchanges or cancellations.

### **General**

- This rewards Web site, accessed through the Visa Rewards widget within digital banking at [www.firstent.org](http://www.firstent.org) ("Site"), acts as an intermediary between buyers and ticket brokers ("Brokers") to facilitate the purchase and sale of event tickets and as such, is not directly involved in the actual ticket sale transaction between the buyers and Brokers. The following are the rules or terms that govern the use of the Site by You, the user of the Site ("User"). By using or

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visiting the Site, User expressly agrees to be bound by these terms and to follow these terms and all applicable laws and regulations governing the Site. We reserve the right to change these terms at any time, effective immediately upon posting on the Site.

- Participating Brokers are independent, privately-owned companies engaged in the business of buying and selling "first-rate" tickets for all sporting events, concerts, and theater shows worldwide. Participating Brokers are not affiliated with any box offices, theaters, venues, or teams.

### Orders

- Orders through this Site will be fulfilled by one of our participating Brokers. All redemptions are final. Since tickets are a one-of-a-kind item and not replaceable, there are no refunds, exchanges or cancellations. If an event is postponed, tickets will be honored for the rescheduled date. If an event is cancelled without a rescheduled date, a full refund will be provided.
- All prices quoted include all service charges and reflect the cost of obtaining preferred seating. Most ticket prices are at or above face value. All prices are based on supply, demand, and seat location. We reserve the right to provide upgrades on all ticket orders at no extra charge to the customer.
- All tickets are in US currency. Since event tickets are purchased in a free and fluctuating market, ticket prices and availability may change at any time. Ticket prices are guaranteed at the time the order is placed. All paid ticket orders are guaranteed by contract and a confirmation receipt will be issued upon redemption.
- Ticket deliveries are guaranteed no later than the day before the event unless otherwise stated in Your confirmation and/or receipt(s). All tickets will be delivered via Federal Express or email unless otherwise stated. We are not responsible for or liable for the performance (or nonperformance) of Federal Express, and We are also not liable for any loss, damage, expense, or delays of the tickets and/or goods shipped.
- Due to time constraints, We will not guarantee orders placed less than 3 days prior to the event. For orders within 3 days of the event, please contact Reward Headquarters.
- We are not responsible for any weather delays, event postponements, change of venue and lost or stolen tickets.
- We can sell any quantity of tickets but cannot guarantee ticket groupings larger than two (2) together.

### 5. Flights

**Redemption value:** 100 basis points

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

### General

- All airline ticket purchases are non-refundable and non-transferable.
- All tickets MUST be purchased at least 72 hours in advance of the travel date to accommodate processing requirements. Please note, booking times are based upon Eastern Standard Time, unless otherwise stated.
- Should You have any questions, contact the airline (operator) directly.
- All reservations must be made in the EXACT name of the person traveling. A U.S. billing and delivery address, if applicable, is required. It is the customer's responsibility to review the final amount of the reservation prior to finalizing the booking and making a purchase.
- Prices are subject to change without notice, until a booking has been confirmed.

### General Policies for Airline Tickets

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- Once the ticket has been issued, the passenger named on the ticket cannot be changed.
- Airline tickets are non-refundable and non-transferable.

### Change Policies for Airline Tickets

- Your ticket is non-refundable.
- If You change Your reservation, airlines may charge a fee to use Your ticket as credit for a new reservation. This fee varies by airline, market, and specific fare rules.

### Cancellation Policies for Airline Tickets

- Your ticket is non-refundable.
- If You cancel Your reservation, You will not receive any refund of reward points for the travel catalog or money back.
- You may be eligible to apply part of Your ticket price towards future travel (for a limited time, usually a year).
- If You cancel Your reservation, airlines usually deduct \$150 or more for domestic tickets and \$200 or more for international tickets before determining the amount that can be applied towards future travel.

### Travel Information for Your Trip

#### E-mail confirmations

1. Order confirmation email: You will receive an order confirmation within 24 hours of Your order submission. This confirms that Your flight request has been received by Reward Headquarters.
2. E-ticket confirmation: You will receive an e-ticket confirmation within 72 hours of Your order submission. This confirms that Your flight request has been secured with the airline.

**Printed itinerary:** Most reservations are handled with e-ticketing processes and therefore, You will not receive a paper ticket, except in certain circumstances. If a paper ticket is required, We will contact You via the email address provided on the travel redemption catalog site. Even though ticketing is handled in an electronic fashion, it is recommended You print Your confirmation page to take with You on Your trip.

**Photo ID:** Every ticketed passenger must have a valid government-issued photo ID (such as a driver's license or passport). Please note that the name on the photo ID must match the passenger named on the reservation.

**International Travel:** Every ticketed passenger must have a valid government-issued passport to present to the airline representative at the time of check-in and also to pass through any required security checkpoints. Other required documents, such as a visa, for entry and visitation to a country are the sole responsibility of the passenger(s) to obtain prior to travel and be able to present at the time of check-in if required.

**Airport Information:** It is advisable to check with the airline(s) You are traveling on for any updated terminal and/or gate information on the date of Your trip. You can typically access the airline(s) website to verify current and future flight status and information. It is recommended to arrive at the departure airport at least two hours prior to departure to allow for check-in and clearance through security checkpoints.

**Schedule changes:** Prior to the departure of Your flight, the airline may change Your flight itinerary at any time. If We receive notification of an itinerary change(s), We will attempt to send an email to You with the updated schedule and/or notice to contact the airline directly to manage any issues requiring possible flight changes or alternative flights and/or travel times and dates. Check with the airline 24 hours in advance of Your travel to confirm Your reservation. If You are flying internationally, check with the airline 72 hours in advance of Your travel to confirm Your reservation.

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**Airport Check-In Process:** Once You check-in with the airline, You will receive your boarding pass. You will then be required to pass through a security checkpoint(s) to gain access to board Your airplane. You can also check-in with some airlines online which will allow You to print Your boarding pass. Please check with Your individual airlines for this availability. Allow a minimum check-in time of 2 hours for domestic flights and 3 hours for international flights.

**Reservation Updates/Maintenance:** With most airlines, You can access Your reservation online using either a combination of Your passenger name, e-ticket number, confirmation number or travel date. You may be able to select/change Your current seating assignment and add information for frequent flyer program(s).

**Boarding:** Airline flights may be overbooked and there is a chance that a seat assignment 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 airlines choosing. If there are not enough volunteers, the airline will deny boarding to other persons in accordance with their particular boarding priority. With few exceptions, persons denied boarding involuntarily are entitled to compensation.

**Baggage guidelines:** Be sure to review Your airline's baggage allowance guidelines. Airline rules for checked baggage allowances vary. Many carriers allow passengers two checked bags and one carry-on while some only permit two checked bags. All carry-on baggage will be subject to search. Review the Transportation Security Administration's guidelines for baggage.

**International Travel:** U.S. citizens are required to present at flight check-in a valid U.S. passport. Hospital certificates are not acceptable. Children under the age of 18 years old must present a valid U.S. passport or an original county or state-issued birth certificate or a certified copy of a county or state-issued birth certificate. Hospital certificates are not acceptable. A notarized letter of permission to carry the child outside U.S. borders is required from any legal parent or guardian not traveling with the child. In cases of divorce, the original custody papers verifying full custody to the traveling parent eliminates the need for a notarized letter. Non-U.S. citizens may require specific documentation related to their citizenship including a valid passport and visas (requirements vary by country). Visas and other special documents are the responsibility of the traveler including all costs involved. We highly recommend all non-U.S. citizens contact the United States State Department of Homeland Security directly for documentation requirements required for Your country of origin. U.S. citizens and non-U.S. citizens are responsible for obtaining current information regarding entry requirements and security.

OPERATOR is an independent contractor which makes arrangements with third party suppliers for services and accommodations. OPERATOR is not an agent of the customer, or of other parties providing travel-related services. All travel documents are issued subject to the terms and conditions specified by such suppliers. Neither OPERATOR nor any of its agents or employees, shall be held liable for, and by accepting these documents customer waives any claim against all such parties for, a) any loss of or damage to property or injury to any person caused by reason of any defect, negligence, or other wrongful act or omission of, or any failure of performance of any kind by any other transportation company, supplier or suppliers; b) any inconvenience, loss of enjoyment, mental distress or other similar matter; c) any delayed departure, missed connections, substitutions of accommodations, terminations of service, or changes in fares and rates; and d) any cancellation or double booking of reservations or tickets beyond the control of OPERATOR. In no event shall OPERATOR be responsible for any amount other than the lesser of the price paid by the customer for the booking minus any fees charged to the OPERATOR. OPERATOR reserves the right to accept, decline, retain or remove any person as a member of the tour or package program at any time. All purchases are subject to the terms and conditions of this Agreement. OPERATOR does not endorse any particular travel product.

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SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.

## **6. [Hotels](#)**

**Redemption value:** 100 basis points

### **General**

- All hotel redemptions are final. We are unable to process refunds, exchanges or cancellations. Please refer to the hotel information page or Your confirmation email for specific hotel policies and procedures.
- All hotel reservations MUST be purchased at least 3 days in advance of check-in date to accommodate processing requirements.
- You must be 18 years old or older or the age of majority in the laws of Your jurisdiction or residence to register for, use or book the Products or Services available on the Site.
- You may book up to four rooms per reservation and there is a limit of six people per room, including at least one adult.
- Unless otherwise indicated in the hotel details and descriptions, all hotel rates are based on a maximum of double occupancy. Rates are subject to change and may not include hotel service charges, extra person charges, or incidentals, such as room service.
- You may be required to present a valid credit card or cash deposit at check-in for incidentals.
- You are responsible for any incidental charges at Your hotel, including, but not limited to charges for telephone access, in-room movies, energy surcharges, room service, mini-bar, and any applicable increases in taxes.

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- Hotel requests for specific features (non-smoking, bedding) are not guaranteed.
- You may be asked to present a photo ID when checking in.
- The check-in age for some hotels is 21. Guests between the ages of 18 – 20 should check with the hotel directly to understand the check-in policies and/or restrictions prior to booking.
- Hotel photos are representative only and do not necessarily depict the actual room in which guests will be accommodated.

### **Hotel Cancellation and Change Policies**

- Hotel redemptions are final and non-refundable. Cancellations or changes made at any time are subject to a 100% charge. We are sorry, but refunds are not available for delayed check-in or early check-out. The hotel is not authorized to make an exception to this policy. Please refer to the hotel information page or Your confirmation email for specific hotel policies and procedures.
- We cannot guarantee changes to the name on a reservation but will make every attempt to accommodate requests.
- All hotel redemptions are final. Amendment requests to existing reservations must be made through Reward Headquarters Customer Care.

### **7. Cash Reward Redemptions**

**Redemption value:** 100 basis points

**Minimum:** \$25.00

Please read the following terms and conditions carefully as they apply to all cash reward redemptions. See the full terms and conditions of this Agreement for additional information on Your rights and obligations under the Program. All cash reward redemptions will be processed as statement credits. Statement credits are final and We are unable to process cash reward redemption refunds. Statement credits do not count towards Your monthly minimum payment due, therefore, You are still responsible for Your minimum monthly payment. Statement credits will be applied to Your Program card billing statement within 45 business days of the redemption request. 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 know the exact date in which the statement credits will post, or were posted to Your statement, please contact Reward Headquarters Customer Care. Cash reward redemptions have no expiration.

### **8. Points Expiration**

Any unused credit card rewards points will expire 4 years (48 months) from the date when the original points were posted to Your rewards account. You can find out the expiration date(s) of Your rewards points by calling the Reward Headquarters Customer Care Center. We will not guarantee to give You separate notice of rewards points that are scheduled to expire.

### **9. Minimum Redemption Amount**

You must accumulate and redeem a minimum of 2,500 points in the Program for any item redeemed.

### **10. Points Forfeiture**

Points may be forfeited if: (1) You file for bankruptcy; (2) You close every credit card account enrolled in the Visa Platinum Rewards Program and Your points have not been redeemed within 60 days after the account(s) is/are closed; (3) Your Visa Platinum Credit Card becomes two billing periods delinquent; (4) You fail to comply with the terms and conditions of this Agreement or any other agreements with the Credit Union; or (5) We believe that You have engaged in fraudulent activity related to Your credit card account or the Visa Platinum Rewards Program.

### **11. Changes**

## **First Entertainment Visa® Platinum Credit Card Rewards Program Agreement (For accounts opened prior to February 23, 2021)**

We may, from time to time, and at any time in our sole discretion, amend this Agreement and may change or limit any of the terms and conditions of the Program. Such changes are effective to all Cardholders. Changes may include, but are not limited to, the number of rewards, the type of transactions which qualify for rewards, the type and/or value of rewards, the availability of rewards, the rewards offerings, the expiration of rewards, the imposition of an annual membership fee or the increase of any fees associated with the rewards, or the number of rewards which may be earned. Your continued receipt of rewards does not give you any vested rights and you may not rely upon the continued availability of rewards. Unless otherwise required by applicable law, we will post any such changes to the Agreement and/or Program on our Web Site ([www.firstent.org](http://www.firstent.org)) and it is your responsibility to review the Agreement for any such changes.

### **12. Suspension or Termination**

We reserve the right to suspend or terminate the features of the Program and this Agreement at any time. Our decisions regarding such suspension or termination are final. Any Cardholder may terminate their Account at any time by calling First Entertainment Credit Union at 888-800-3328, or outside the US at 323-851-3673, or by writing us of your intent to terminate at: First Entertainment Credit Union, Attn: Card Services, 6735 Forest Lawn Drive Hollywood, CA 90068 at least ten (10) days before the end of any billing cycle in order to terminate the Rewards Account before the next billing cycle. If we do not receive your termination request in time to terminate the Rewards Account for the next billing cycle, the termination will not be effective until the first day of the next billing cycle. If any party suspends or terminates the Rewards Account or if any Cardholder changes their credit card product type, no further rewards will be awarded and this may result in immediate forfeiture of your accrued and unused rewards balance. You will continue to be obligated to make monthly payments and comply with all of the terms and conditions stated in your Cardholder Agreement.

### **13. Other Important Information**

#### **Arbitration and Class Action Waiver**

You and the Credit Union agree that We shall attempt to informally settle any and all disputes arising out of, affecting, or relating to the Visa Platinum Rewards Program (hereafter referred to as the "Claims"). If that cannot be done, then You agree that any and all Claims that are threatened, made, filed or initiated after the Effective Date (defined below) of this Arbitration and Waiver of Class Action provision ("Arbitration Agreement"), even if the Claims arise out of, affect or relate to conduct that occurred prior to the Effective Date, shall, at the election of either You or us, be resolved by binding arbitration administered by the American Arbitration Association ("AAA") in accordance with its applicable rules and procedures for consumer disputes ("Rules"), whether such Claims are in contract, tort, statute, or otherwise. The Rules can be obtained on the AAA website free of charge at [www.adr.org](http://www.adr.org); or a copy of the Rules can be obtained at any Credit Union branch upon request. Either You or We may elect to resolve a particular Claim through arbitration, even if one of us has already initiated litigation in court related to the Claim by: (a) making written demand for arbitration upon the other party, (b) initiating arbitration against the other party, or (c) filing a motion to compel arbitration in court. AS A RESULT, IF EITHER YOU OR WE ELECT TO RESOLVE A PARTICULAR CLAIM THROUGH ARBITRATION, YOU WILL GIVE UP YOUR RIGHT TO GO TO COURT TO ASSERT OR DEFEND YOUR RIGHTS UNDER THIS AGREEMENT (EXCEPT FOR CLAIMS BROUGHT INDIVIDUALLY WITHIN SMALL CLAIMS COURT JURISDICTION, SO LONG AS THE CLAIM REMAINS IN SMALL CLAIMS COURT). This Arbitration Agreement shall be interpreted and enforced in accordance with the Federal Arbitration Act set forth in Title 9 of the U.S. Code to the fullest extent possible, notwithstanding any state law to the contrary, regardless of the origin or nature of the Claims at issue. This Arbitration Agreement does not prevent You from submitting any issue relating to Your accounts for review or consideration by a federal, state, or local governmental agency or entity, nor does it prevent such agency or entity from seeking relief on your behalf.

**i. Selection of Arbitrator:** The Claims shall be resolved by a single arbitrator. The arbitrator shall be selected in accordance with the Rules and must have experience in the types of financial transactions at issue in the Claims. In the event of a conflict between the Rules and this Arbitration Agreement, this Arbitration Agreement shall supersede the conflicting Rules only to the extent of the inconsistency. If AAA is unavailable to resolve the Claims, and if You and We do not agree on a substitute forum, then You can select the forum for the resolution of the Claims.

**ii. Effective Date:** This Arbitration Agreement is effective upon the 61<sup>st</sup> day after We provide it to You ("Effective Date") unless You opt-out in accordance with the requirements of the RIGHT TO OPT-OUT provision below.

**iii. Claims Arising Prior to Effective Date:** THIS ARBITRATION AGREEMENT APPLIES TO ALL CLAIMS THAT ARE FILED OR INITIATED AFTER THE EFFECTIVE DATE, EVEN IF THE CLAIM ARISES OUT OF, AFFECTS, OR RELATES TO CONDUCT THAT OCCURRED PRIOR TO THE EFFECTIVE DATE. If a Claim is filed or initiated prior to the Effective Date, this Arbitration Agreement will not apply to such Claim.

**iv. Arbitration Proceedings:** The arbitration shall be conducted within 50 miles of Your residence at the time the arbitration is commenced. Any claims and defenses that can be asserted in court can be asserted through arbitration. The arbitrator shall be entitled to award the same remedies that a court can award, including public injunctive relief under the California Unfair Competition Law and Consumer Legal Remedies Act. Discovery shall be available for non-privileged information to the fullest extent permitted under the Rules. The Arbitrator's award can be entered as a judgment in court. Except as provided in applicable statutes, the arbitrator's award is not subject to review by the court and it cannot be appealed. The Credit Union shall pay for any filing, administration, and arbitrator fees imposed on You by the AAA. However, You will be responsible for Your own attorney's fees, unless You prevail on Your Claim in the arbitration, in which case, we will pay Your attorney's fees. However, if the Credit Union prevails, then You will not be required to pay our attorneys' fees and cost.

Any determination as to whether this Arbitration Agreement is valid or enforceable in part or in its entirety will be made solely by the arbitrator, including without limitation any issues relating to whether a Claim is subject to arbitration; provided, however, the enforceability of the Class Action Waiver set forth below shall be determined by the Court.

**v. Class Action Waiver:** ANY ARBITRATION OF A CLAIM WILL BE ON AN INDIVIDUAL BASIS. YOU UNDERSTAND AND AGREE THAT YOU ARE WAIVING THE RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER IN A CLASS ACTION LAWSUIT.

**vi. Severability:** In the event that the Class Action Waiver in this Arbitration Agreement is found to be unenforceable for any reason, the remainder of this Arbitration Agreement shall also be unenforceable. If any provision in this Arbitration Agreement, other than the Class Action Waiver, is found to be unenforceable, the remaining provisions will remain fully enforceable.

**vii. Survival:** This Arbitration Agreement will survive termination of this Agreement.

**viii. Right to Opt-Out:** You have the right to opt-out of this Arbitration Agreement, provided You notify the Credit Union of Your intent to do so within sixty (60) days after it is provided to you. Your opt-out is only effective if You notify the Credit Union in writing at First Entertainment Credit Union, 6735 Forest Lawn Drive, Hollywood, California 90068 within such sixty (60) day time period. If You fail to opt-out within this sixty (60) day time, You will be deemed to have consented to the resolution of Your Claims through binding arbitration. In the event You opt-out, it shall not affect other terms and conditions of Your Credit Card Agreement or Your relationship with the Credit Union.

FOR MORE DETAILS or if You have questions, You may call us or visit a branch. If You have questions about AAA procedures, You should check AAA's website, [www.adr.org](http://www.adr.org), OR call AAA at (800) 778-7879.

### **Governing Law**

The validity, interpretation, construction and performance of this Agreement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You agree that exclusive jurisdiction and venue of any action with respect to this Agreement shall be in a court of competent jurisdiction located in Los Angeles, California and that You hereby submit to the jurisdiction and venue of such courts for the purpose of any such action.

### **Third Party Providers**

The merchants and third-party service providers, including Operators and Activities Suppliers, that participate in the Visa Platinum Rewards Program are not affiliated with the Credit Union. All participating merchant and third-party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third-party service providers are subject to change without notice.

**First Entertainment Visa® Platinum Credit Card Rewards Program Agreement (For accounts opened prior to February 23, 2021)**

**Disclaimer of Liability**

The Credit Union and its respective affiliates, directors, officers, employees, agents, or contractors make no representations or warranties, either express or implied, including those of merchantability, fitness, or intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release the Credit Union and its affiliates, directors, officers, employees, agents, or contractors for all activity in connection with the Visa Platinum Rewards Program or the Site, including but not limited to use of the Visa Platinum Rewards Program or Site, and any redemption or attempted redemption of points through the Visa Platinum Rewards Program or Site.

**Indemnification**

You agree to indemnify Credit Union, its third-party providers, and each of their respective affiliates, directors, officers, employees, agents or contractors, and hold them harmless from and against any loss, damage, liability, cost or expense of any kind (including attorneys' fees) arising from You or an authorized user's use of the Visa Platinum Rewards Program or Site, any fraud, unauthorized use or misuse of the Visa Platinum Rewards Program, violation of this Agreement, or violation of any applicable law.