



**ILWU Credit Union CARGO Rewards  
Terms and Conditions  
Effective October 1, 2018**

The CARGO Rewards Program (“Program”) is a promotional incentive program offered by ILWU Credit Union (“ILWUCU”, “Issuer,” “we,” and “us”) to its members in conjunction with Breakaway Loyalty LLC (“Program Administrator”). Under the Program, you will earn points every time you make a Qualifying Purchase with an eligible ILWUCU credit card or debit card that has been enrolled in the Program. You can use these points to obtain merchant gift or travel certificates, gift cards, merchandise, and other products or services (referred to generally as “Rewards”). By participating in the Program, you agree to be bound by these terms and conditions. In addition to these terms and conditions, your card agreement with us relating to your use of your ILWUCU credit card (“Card Agreement”) shall also govern your use of the Program. In the event of a conflict between a Card Agreement and these terms and conditions, the Card Agreement will govern.

#### **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 redeem a particular Reward; omitting or adding Reward levels or categories; removing, adding or changing the selection of Rewards; imposing, increasing, decreasing 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 your Program participation is terminated prior to the effective date of the change(s), your participation in the Program constitutes your agreement to the change(s) and you will be bound by the revised terms and conditions. You agree we may notify you of material changes to the Program terms and conditions by posting the revised terms on conditions on the Program website, which is only available through our online banking service at [www.ilwucu.org](http://www.ilwucu.org) using online banking access credentials (usually consisting of a login ID and password) and using the left-hand menu navigating to “Services” then “CARGO Rewards”, or at <https://rewards.ilwucu.org> and providing any communication to you that we deem appropriate under the circumstances. We reserve the right to suspend or terminate the Program, or your participation in the Program, at any time without compensation to you.

#### **Eligibility**

ILWUCU credit cards for accounts in good standing may be eligible to participate in the Program. “In good standing” means that your account is active and has not been frozen or closed, either by you or us; your account is current, which means the monthly minimum payment is made by the payment due date and the balance at the end of the billing cycle does not exceed the credit limit. ILWUCU’s Visa Platinum Rewards Credit Card is the credit card account type for which program participation is provided. We reserve the right to determine in our sole discretion whether a particular account type, card, or cardholder is eligible to participate in the Program.

#### **CARGO Rewards Account**

One Program account (“CARGO Rewards Account”) is established for each ILWUCU membership with an eligible ILWUCU Platinum Rewards credit card. All Qualifying Purchases made with the cards issued under the same ILWUCU membership will earn points in the CARGO Rewards Account for that membership, subject to any points limits explained below.

#### **Enrollment**

Eligible Platinum Rewards Credit Cards are automatically enrolled in the Program. You are responsible for all activity in a CARGO Rewards Account associated with your enrolled card(s). There is no cost to you to enroll or participate in the Program, but 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**

With the exception of the GetExtraPoints and bonus features, only Qualifying Purchases made with an enrolled ILWUCU Platinum Rewards 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. Do not use a Personal Identification Number (PIN) when paying for your purchases if you want to earn points for such purchases. PIN-based purchases, purchases you initiate through identification technology that substitutes for a PIN, payments of existing card balances, balance transfers, cash advances, cash advances designated as purchases, purchases of casino gaming chips, off-track wagers, lottery transactions, ATM transactions, convenience checks, fees charged by us such as 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 other similar cards, and payments made for payment instruments that can readily be converted to cash such as 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.

#### **Earning Points and Limitations**

Once enrollment is completed, you will start earning points for Qualifying Purchases based on the actual purchase amount, including tax. Purchase amounts, including tax, will be rounded to the nearest whole dollar amount to determine the number of points to be posted to the CARGO Rewards 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. When making an in-store purchase, such as at a store, restaurant, or other merchant location, with your enrolled card and you are presented with a choice of “credit” or “debit/ATM,” choose “credit” to earn CARGO Rewards points for Qualifying Purchases. Amounts for any purchases returned, credited, or refunded via chargeback earn “negative” points and such “negative” points will reduce the total points posted to the CARGO Rewards Account and your points balance may become negative if “negative” points for returns, credits or chargebacks of purchases exceed points for Qualifying Purchases. If at any time an enrolled card or a credit card or checking account associated with an enrolled card is not in good standing, Qualifying Purchases you make while the card or account is not in good standing will not accrue any points. Occasionally, ILWUCU may authorize an adjustment to the CARGO Rewards Account point balance. These adjustments can be positive or negative. Details on adjustments can be found on the Program website or by speaking with customer service for the Program. Points have no cash or other value, except to obtain Rewards as described below. You may not purchase points. You may not transfer or sell a CARGO Rewards Account.

**Platinum Rewards Credit Card:** You will earn one (1) point for each \$1.00 of a Qualifying Purchase made with your eligible enrolled Platinum Rewards credit card.

**Bonuses:** We may, in our sole discretion, offer promotions for which additional points can be earned; such bonus points are subject to additional terms and conditions available at the time of the promotion.

The amount and availability of GetExtraPoints will vary based on merchant and GetExtraPoints. To earn points using the GetExtraPoints feature, you must make a Qualifying Purchase through the following website: <https://getextrapoints.com/ba-ILWUCU>. The amount and availability of GetExtraPoints will vary based on merchant and is subject to additional terms and conditions available at that website. The number of GetExtraPoints points you will earn for a Qualifying Purchase is in addition to any other points earned through the Program, is based on the merchant offer and is calculated by multiplying the amount of the Qualifying Purchase by the merchant’s GetExtraPoints points offer and rounded to the nearest whole dollar amount. For example, a merchant offer of 1.75 GetExtraPoints points on a Qualifying Purchase amount of \$100.00 equals 175 GetExtraPoints points earned. Use of an eligible enrolled ILWUCU card is not required to earn

GetExtraPoints points; if the GetExtraPoints feature is used with an eligible enrolled ILWUCU card, GetExtraPoints points can be earned in addition to any points otherwise earned for Qualifying Purchases.

#### **Point Activity, Redemption, Expiration, and Forfeiture**

You may view the CARGO Rewards Account point balance and points earning and redemption activity at any time online at the Program website. You can also call 866.645.1696 for such information. It may take up to two weeks for some of your Qualifying Purchases to post to the CARGO Rewards Account. Some Qualifying Purchases, such as online purchases or foreign transactions, may take longer to be posted. Points for Qualifying Purchases that have not been posted to the CARGO Rewards Account are not eligible for redemption. Points may only be redeemed if cards and accounts are in good standing. 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 the CARGO Rewards Account. Points must be redeemed by an account owner; Rewards may be issued in the name of another upon request of the account owner. Points may not be redeemed in conjunction with any other discount, coupon, or similar offer. Once a redemption order is placed, the CARGO Rewards 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. All unredeemed points will expire at the end of the thirty-sixth (36) month after the month in which such points were posted to the CARGO Rewards Account. A positive point balance will be forfeited if your card account is closed by you or by us, or if a CARGO Rewards Account is terminated by you or by us; we will determine in our sole discretion what is a closed account or a terminated CARGO Rewards Account for this purpose. Any points may be forfeited if, in our sole discretion, we determine abuse, fraud or a violation of Program terms and conditions has occurred. 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.

#### **How to Redeem CARGO Rewards Points**

For each eligible card on which you are listed on our records as the primary account holder, you can redeem rewards points online anytime by registering at <https://rewards.ilwucu.org> or by calling the CARGO Rewards Customer Service Center at 866.645.1696 Monday through Friday from 5 am to 7 pm PST and Saturday and Sunday 6 am to 7 pm PST. You can only acquire Rewards to the extent that you have the required number of rewards points in your CARGO Rewards Account.

#### **Travel-Airline**

1. You may use rewards points toward the purchase of an airline ticket on any airline carrier that can be booked by the Program Administrator’s travel service.

2. Airline tickets may only be booked online at <https://rewards.ilwucu.org> or by calling CARGO Rewards Customer Service at 866.645.1696.
3. Airline tickets must be booked a minimum of three (3) calendar days prior to scheduled travel date, but no more than 330 days in advance.
4. Airline tickets will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to a payment card.
5. We reserve the right to choose the airline and routing on which to book and ticket redemptions and to exclude an airline for safety or quality purposes.
6. Air travel may be limited to availability. We do not guarantee the availability of any flight, airline, or seat. There are no blackout dates.
7. For international destinations, travel is valid to major international gateway cities that are supported by participating carriers.
8. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel rewards.
9. A maximum of eight airline tickets may be booked per online reservation. Some carriers may allow up to nine airline tickets to be booked per reservation. To request reservations for nine tickets, please call a travel representative at CARGO Rewards at 866.645.1696.
10. Tickets are subject to the applicable airline rules and regulations.
11. All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. When paper tickets are required by the airline, your ticket(s) will be shipped via USPS Priority Mail (two to three business days) at no additional charge to you. For airlines that issue tickets electronically, if you request paper tickets, delivery is subject to the airline's rules and processing fees.
12. Upon receipt of travel documents or confirming itinerary, please verify the travel dates, origination and destination cities and traveler's names to ensure they are the same as shown on the valid proof of identification that will be displayed at the time of check-in.
13. Advance seat assignments, if available and allowed by the airline, are not guaranteed. If you have a specific request, please work directly with the airline.

14. Flight reservations should be reconfirmed at least 24 hours in advance for domestic flights and 72 hours in advance for international flights with the ticketing airline.
15. The Credit Union and the Program Administrator are not responsible for communication of airline schedule changes.
16. Changes to the travel itinerary, lost tickets, or cancellation of flights made through the CARGO Rewards program will be subject to a change fee and will be disclosed at the time of change. This fee may be in addition to any fees the airline may charge you directly, based on their procedures, policies, penalties and additional charges.
17. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed rewards points for the ticket.
18. Allow a minimum check-in time of 2 hours for domestic flights and 3 hours for international flights.
19. In accordance with TSA regulations, all passengers will need to provide their Name as it appears on a government issued photo ID when traveling, date of birth, and gender. For domestic travel, all passengers over the age of 18 are responsible for obtaining and providing a government-issued photo ID at airport check-in. For international travel, all passengers are responsible for obtaining and providing all required travel documents, including valid proof of citizenship or naturalization, vaccination certificates and/or visas and passports before boarding an aircraft or entering another country. Some airlines may require a birth certificate for infants under the age of two (2) traveling without charge.
20. Industry regulations require passenger names on all checked baggage and strongly recommend names on all carry-on baggage.
21. Baggage fees and requirements vary per airline. Please contact your ticketed airline directly for more information on appropriate size, weight requirements and baggage fees.
22. 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 airline's 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.

23. The Credit Union and the Program Administrator are not responsible for the performance by the airlines. 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. The airline industry is in constant flux and changes brought down by this industry are done quickly and without notice, therefore, reward redemption rules for air travel are subject to change without notice.
24. The Credit Union and the Program Administrator are not responsible for delays or cancellations caused by strikes, labor disputes, government actions, weather or any other causes beyond our control.
25. The Credit Union and the Program Administrator are not responsible for lost, stolen, damaged or destroyed baggage or contents of baggage.
26. Effective for new Delta tickets only, issued on or after October 1, 2014, Delta will adjust its policy for its SkyMiles program for any flights paid with rewards via Affinity Programs (loyalty, affinity or similar program offered by a credit card issuer) sold by a third party. Flights paid with rewards will earn miles per Delta SkyMiles program, but no Medallion qualification criteria (e.g., MQMs, MQDs and MQSs) will be earned. Tickets purchased with your Rewards card will continue to earn both miles and Medallion qualification criteria per the Delta SkyMiles program.

#### Travel-Hotels

1. You may use rewards points toward the purchase for a hotel reservation at any hotel chain that can be booked by the Program Administrator's travel service.
2. Hotel reservations can be booked online at <https://rewards.ilwucu.org> or by calling CARGO Rewards Customer Service at 866.645.1696.
3. Hotel reservations cannot be made for more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference and have this amount charged to a payment card.
4. A government-issued photo ID and a valid credit card or cash deposit are required at check-in. Age restrictions or additional fees may apply for guests who are under the age of 21.
5. Upon check-in, some hotels may authorize a nightly deposit on the card for incidental charges.
6. Hotel reservations include room and applicable taxes only, unless otherwise noted. Any additional hotel charges, such as resort fees and hotel energy surcharges and incidentals that you incur while traveling, are not included in your reservation and must

be paid directly to the hotel. Incidental charges may include but not be limited to, parking fees, baby-sitting, room service, phone and internet usage fees, in-room movies, mini-bar charges and gratuities.

7. Extra-person charges may apply and vary depending on hotel policy.
8. Reasonable attempts will be made to notify you of hotel renovation or refurbishment. Neither us nor the Program Administrator nor their respective Affiliates shall be liable for not providing this notice or for damages that may result from such renovation or refurbishment.
9. The Credit Union and the Program Administrator are not responsible for the performance by the hotel.

#### Travel- Car Rentals

1. You may use rewards points to book a car rental at any car rental agency that can be booked by the Program Administrator's travel service.
2. Car rentals can be booked by calling CARGO Rewards Customer Service at 866.645.1696 or online at <https://rewards.ilwucu.org>.
3. The renter must have a valid driver's license. Age restrictions may apply. Please see complete detailed rental information.
4. Car rentals cannot be made for more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference and have this amount charged to a payment card.
5. Prices include all mandatory taxes, surcharges, and fees. Charges for optional services or special equipment, fuel, insurance waivers, drop off charges, underage drivers, etc. vary by Supplier, are not included, and are payable at the rental counter. Charges are billed directly by the car rental Supplier, and are subject to change.
6. Car rental rewards 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 are the responsibility of You or the reward recipient.
7. Redemption and advance purchase rental rates may include unlimited mileage, taxes and fees.
8. Local taxes, charges, and fees not included will be assessed by the car rental Supplier directly, and are subject to change. Rental terms, cancellation fees and any additional fees are subject to change without notice and may vary by supplier.

9. Extra days, extra hours, upgrades to higher car classes, and optional services (if applicable), are the responsibility of the renter.
10. Any taxes and fees levied on extra days, extra hours, upgrades to higher car classes, and optional services (if applicable), are the responsibility of the renter.
11. A valid credit card in the driver's name must be presented at the rental counter for additional charges.
12. Rentals are subject to standard rental and rate conditions, as well as car availability at the time and place of rental.
13. Not combinable with any tour or group rate, coupon or promotion.
14. The Credit Union and the Program Administrator are not responsible for the performance of the car or car rental agency.

#### Merchandise

1. You may use rewards points to obtain merchandise that we make available in the Program ("Merchandise Rewards"). The Bank may change the merchandise selection or their denominations from time to time without notice to you.
2. The Minimum redemption amount for merchandise is 5,000 points.
3. If particular merchandise is no longer available or is out of stock, we reserve the right to offer a substitute product of equal or greater value.
4. You may return damaged merchandise for replacement with the same Reward. You must notify CARGO Rewards Customer Service at 866.645.1696 of the damaged Reward within 48-hours of receipt.
5. You may return defective merchandise for replacement with the same Reward if the merchandise becomes defective within 30 days of receipt. You must notify CARGO Rewards Customer Service at 866.645.1696 of the defective Reward within 30 days of receipt. Some manufacturers e.g. Apple, Troy-built, Furniture, etc., will not allow returns, but will provide exceptional warranty service. In these cases, the award recipient may receive instruction on how to obtain warranty service as opposed to a complete award replacement from the manufacturer. NOTE: Digital award items are not returnable. Because codes are "live" and e-mailed to recipients.
6. For items that become defective after 30 days of receipt, CARGO Rewards Customer Service will provide a proof of purchase so that the item can be serviced under the manufacturer warranty, if applicable.

7. Merchandise Rewards that are unsatisfactory may be eligible for return. You must contact CARGO Rewards Customer Service at 866.645.1696 within 24 hours of delivery. If an elective return is authorized, the item must be returned within 14-days of delivery and shipped at your expense. This process must be coordinated through CARGO Rewards Customer Service. Once returned, the item will be inspected and if acceptable, award points will be refunded to you less a potential restocking fee. Items must be returned unused and in the original packaging and must be in resalable condition.
8. The manufacturer's warranty, if any, is the only warranty covering Merchandise Rewards. Neither we nor the Program Administrator make any guarantees, warranties or representations of any kind, expressed or implied, with respect to the Merchandise Rewards or the goods or services offered by any participating merchant.
9. Merchandise may only be shipped to a street address within the United States, not to a P.O. Box, APO, FPO or DPO address. Some items may not be shipped to Alaska or Hawaii. Standard shipping is included in the points redemption price for Merchandise Rewards.
10. Please allow four (4) to six (6) weeks for delivery of Merchandise Rewards.
11. Merchandise pictured in a Program brochure or website may not reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. The Credit Union and the Program Administrator are not responsible for errors or omissions.
12. Purchase Protection or Extended Warranty Coverage, which may normally apply to purchases made with your ILWU Credit Union Platinum Rewards credit card, does not apply to Merchandise Rewards received through this Program.

#### Gift Cards/Certificates

1. You may use rewards points to obtain gift cards/certificates that we make available in the Program. We may change the gift card/certificate selection or their denominations from time to time without notice to you.
2. The minimum amount for gift card redemptions is \$50 US dollars.
3. Gift cards/certificates cannot be exchanged, re-loaded, returned and are not redeemable for cash or credit.
4. Gift cards/certificates are not replaceable if lost, stolen, destroyed, or expired.

5. Elective returns of gift cards/certificates are not allowed.
6. For gift cards/certificates that you have ordered and did not receive, you must notify CARGO Rewards Customer Service at 866.645.1696 no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Program Administrator will investigate. The Program Administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
7. The Credit Union and the Program Administrator assume no liability for failed deliveries caused by incorrect addresses.
8. Gift cards/certificates will not be personalized and are transferable to any person.
9. The merchant is solely responsible for the fulfillment of gift cards/certificates and services. The Credit Union and the Program Administrator are not responsible for the merchant's failure to honor the gift card/certificate or if they go out of business or declare bankruptcy.
10. 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.
11. Gift cards/certificates may only be shipped to a street address within the United States, not to a P.O. Box, APO, FPO or DPO address. Some items may not be shipped to Alaska or Hawaii. Standard shipping is included in the rewards points redemption price for gift cards/certificates.
12. Please allow four (4) to six (6) weeks for delivery of gift cards/certificates.
13. Some Gift Card/Certificate Rewards are available as electronic gift cards ("eGift Cards") and will require a valid email address on file with us in order to be delivered. Upon redemption, eGift Cards will typically be sent to the email address on file within one (1) business day.
14. The Program is not affiliated with any of the merchant gift cards offered and the merchant gift cards offered are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants.
15. Additional terms and conditions appearing on or with the gift card/certificate or otherwise imposed by the merchant or retailer will also apply.

#### Cash Back

1. Cash back reward(s) have two options- credit into an ILWU Credit Union savings account or a statement credit to ILWU Credit Union Platinum Rewards credit card that is associated with you as the primary account holder.
2. The minimum cash back reward allowed is \$100.
3. Cash back rewards will typically post to the selected option within ten (10) business days.
4. You are responsible for any outstanding balance owed on the ILWU Credit Union Platinum Rewards credit card after the credit is applied.
5. Elective returns of cash back rewards are not allowed.
6. We may change the cash back selection or denominations from time to time without notice to you.

#### Charity Rewards

1. You may use rewards points to make a donation to participating charities.
2. The list of charities participating in the Program is subject to change and any charity's participation may be discontinued at any time without notice.
3. All donations will be made approximately six (6) weeks after you make the redemption.
4. Redemption of rewards points for the purpose of making a donation to charity is generally not tax deductible. You should check with your tax advisor if you have any questions in this regard. Receipts stating the dollar value of the charitable donation made in connection with any redemption will not be given.
5. Returns of charity rewards are not allowed.

#### Additional Terms and Conditions for Reward Redemptions:

1. Neither we nor the Program Administrator is liable to you if a Reward expires prior to your use of the Reward.
2. An expired Reward will no longer be available for use or redemption.
3. For a current list and description of the Rewards, as well as the number of rewards points necessary to obtain each Reward, go to the Program website at <https://rewards.ilwucu.org> or call 866.645.1696.
4. It is your responsibility to notify CARGO Rewards Customer Service at 866.645.1696 in the event you do not receive a reward.

### 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. By using the Program website, you consent to receive communications electronically regarding any matter related to the Program. 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 (5) days from the date of posting or dissemination. You may update your contact information by calling 866.445.9828 or through our online banking service. 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. 9.0 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 be enrolled in our online banking service to access your information electronically or to conduct any activity on the Program website. If you would like to request a paper copy of these terms and conditions, contact the Program Administrator by telephone at 866.645.1696 or by U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. 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. You have a right to withdraw your consent to receive electronic communications; if you wish to do so, contact the Program Administrator by telephone at 866.645.1696 or by U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. We reserve the right 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 call 866.645.1696 to update your CARGO Rewards Account profile. In addition, by enrolling in the Program, you authorize us and the Program Administrator to use information related to your Program participation and a CARGO Rewards Account as well as 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.

### Communications with Program Participants via Mobile Device

Please be aware that if you elect to participate in any Program services offered via a mobile device, including a mobile phone, you are providing consent for us and/or the Program Administrator to contact you via your mobile device for any purpose concerning your accounts with us and the Program including without limitation

account servicing and collection purposes. Your consent applies to any mobile device or mobile phone that you use to participate in the Program and any telephone number you have provided to us or we have obtained. You understand and agree that your consent authorizes us and/or the Program Administrator to contact you using autodialed or prerecorded calls and text messages.

### Lost, Stolen or Damaged Cards

You will not lose the points in the CARGO Rewards Account if your enrolled ILWUCU card is lost, stolen or damaged and we provide a replacement card, even if such replacement card has a different card number. If your ILWUCU card is lost or stolen, first call us at the telephone number provided in the Card Agreement, or call ILWUCU directly at 866.445.9828 to report the loss or theft. When your replacement card is reissued, the CARGO Rewards Account will automatically be associated with 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 via telephone at 866.645.1696, or U.S. mail at Breakaway Loyalty LLC, 1805 Old Alabama Rd, Suite 250, Roswell, GA 30076. If you contact the Program Administrator regarding an error or mistake with respect to the CARGO Rewards Account, reasonable efforts will be used 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 earlier 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 the Program Administrator are responsible for any disputes between or involving joint cardholders or authorized users relating to points, redemption for Rewards, or use of Rewards. Neither we nor the Program Administrator are responsible for any disputes involving transferred points relating to point balances, redemption for Rewards, or use of Rewards. Rewards are provided by a variety of merchants. We and our service providers, including the Program Administrator, are not responsible to you for the quality or performance of the Rewards or the products or merchandise purchased with the Rewards. Rewards or the products or merchandise purchased or obtained with the Rewards

may be subject to additional terms and conditions, warranties or other requirements of the merchant, manufacturer or other Rewards provider. Neither we nor the Program Administrator make any guarantee, warranty or representation of any kind, express or implied, with respect to the Rewards, including without limitation warranties of merchantability or fitness for a particular purpose. We and the Program Administrator 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 the Program Administrator 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 the Program Administrator makes any representation or endorsement of any Reward, merchant or other provider of a Reward in connection with the Program. You hereby release and hold us, the Program Administrator 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, the Program Administrator and any service provider shall have no liability to you in connection with the Program.

### Choice of Law and Severability

Regardless of where you live, work, or access Program services, these Program terms and conditions shall be governed by and construed in accordance with the federal law of the United States of America and the internal law of the State of California. If any Program terms or conditions cannot be legally enforced, they will be considered changed to the extent necessary to comply with applicable law. The remaining terms and conditions and the application of the challenged provision to persons or circumstances other than those as to which it is invalid or unenforceable will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### Privacy

All information collected about you in connection with the Program is subject to our Privacy Policy. A copy can be obtained at <https://www.ilwucu.org/disclosures>.



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