

# SunTrust Rewards Program Agreement

For each bolded word or phrase, the definition is provided in the definitions section at the end of this Rewards Agreement.

Welcome to the SunTrust Rewards<sup>®</sup> Program for Cash Rewards and Point Rewards (together, Rewards).

Please read and retain this Rewards Agreement. By participating in the Program (e.g. earning or redeeming Cash Rewards and/or Rewards Offerings), You agree to be bound by this Rewards Agreement, and the Card Account Agreement that You received with Your Card. In the event of a conflict between the Card Account Agreement and this Rewards Agreement, the Card Account Agreement will govern, except this Rewards Agreement will govern in any matter relating to the Program. SunTrust will post any changes to this Rewards Agreement on the Website and it is Your responsibility to review the Rewards Agreement for any such changes.

Under the Program, You earn Rewards, either Point Rewards or Cash Rewards depending on Your Card Account product, every time You make a Qualifying Purchase with a Card. You can use Your Rewards to redeem for Rewards Offerings. Point Rewards and Cash Rewards can be combined to redeem for Rewards Offerings. The complete selection of Rewards Offerings is available on the Website.

TSYS is responsible for managing the earning and redemptions portions of the Program based on parameters set by SunTrust.

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## 1. Rewards Service Center and Website.

The Rewards Service Center phone number is 800.255.7125 and is available Monday through Friday from 7:00 a.m. - 9:00 p.m. ET and on Saturday and Sunday from 9:00 a.m. - 9:00 p.m., ET. This number provides full-service customer support for Rewards including redemption of Rewards Offerings for statement credits, gift cards, merchandise, event tickets and travel Rewards, including airline, hotels and car rentals. The Website address is [www.suntrust.com/Rewards](http://www.suntrust.com/Rewards).

## 2. Eligibility.

To participate in the Program, You must reside in the United States and Your Card Account must be and remain in Good Standing. SunTrust reserves the right to determine in SunTrust's sole discretion whether You are eligible for enrollment or continued participation in the Program. Use of the Program may be restricted for certain types of organizations including, but not limited to, tax-exempt entities and trusts. Please consult Your tax and legal advisors to determine if such restrictions apply to Your organization.

For Commercial Card accounts, which include Corporate Cards, Executive Cards and Commercial One Cards, please check the terms of Your company's Commercial Card Account Agreement or consult with Your employer's Commercial Card Program Administrator to confirm whether or not Your Commercial Card account is eligible for enrollment in the Rewards Program to earn Point Rewards. In the event of a conflict with these Rewards Program terms, any company-specific restrictions related to Program eligibility or Point Reward limitations in Your company's Commercial Card Account Agreement will prevail. SunTrust will directly notify Your company's Commercial Card Program Administrator, not individual cardholders, of any applicable limits or restrictions. As a cardholder, You should contact Your company's Commercial Card Program Administrator for details. Program restrictions on Your company-issued Card detailed in Your company's Commercial Card Agreement, if any, will not apply to any personal Consumer Card Account or Business Card Account that You have.

Commercial Card Accounts not eligible for the Rewards Program include: Commercial Cards issued without an individual cardholder name embossed on the card plastic (e.g., department cards, "floater" cards, dedicated supplier cards, central travel accounts, etc.), Commercial One Cards, Commercial Card Accounts being regularly used to aggregate the purchase of airline tickets or other expenses directly associated with multiple persons, Commercial Cards of an otherwise eligible product type that are regularly being used as a substitute for an ineligible account type, all Purchasing Card accounts, and any specific accounts or account types restricted by SunTrust or Your employer in Your company's Commercial Card Agreement. Other restrictions, limitations, and exclusions may apply. At the sole discretion of SunTrust, if an enrolled account is found to be in use in a prohibited manner, the Program enrollment may be terminated and related point balances forfeited without compensation.

For Platinum Elite Consumer Accounts, the following activities are prohibited and may result in the forfeiture of your Point Rewards. You may not (1) earn Point Rewards by engaging in fraudulent or illegal activity, (2) transfer, sell, trade, gift, pledge, attach or barter Point Rewards by contract or by operation of law or otherwise with any party other than SunTrust, or (3) repeatedly open, maintain or otherwise manipulate Card Accounts for the primary purpose of generating Point Rewards.

### 3. Enrollment.

For Consumer and Business Card Accounts, when You receive Your Card, Your Card Account is automatically enrolled in the Program. Once You are enrolled in the Program, You can access Your Program information via the Website or by calling the Rewards Service Center.

- For Consumer Card Accounts, the Program will be established in the name of the primary cardholder.
- For Business Card Accounts, the Program will be established in the name of the business and all associated Cards will be enrolled in the business' designated Rewards Account. Only the Primary Authorized Contact will have redemption authority.

The Primary Authorized Contact is responsible for how Rewards are used, including if You allow users of the business' associated Cards to access Your Rewards.

The cost to enroll each Commercial Card in the Program is \$75 annually. Commercial Cards must be proactively enrolled in the Rewards Program at the Website prior to the accrual of any Point Rewards. Any Qualifying Purchases made prior to enrollment are not eligible and Point Rewards cannot be applied retroactively.

In some instances for Consumer Card Accounts and Commercial Card Accounts, if You have multiple enrolled Card Accounts, Your Point Rewards earned on each Card Account may be combined together, and Your Cash Rewards earned on each Card Account may be combined together. Accounts are linked based on the customer identification number associated with each Card Account in SunTrust's records. You can use the combined total to redeem Rewards. If You have multiple Card Accounts and wish to know if they are linked together for purposes of the Program, please refer to the Rewards activity summary on the Website or contact the Rewards Service Center at 800.255.7125.

### 4. Rewards and Redemption Overview.

Your Card Account determines whether You earn Cash Rewards or Point Rewards on Qualifying Purchases. Qualifying Purchase amounts include tax and are rounded to the nearest whole dollar amount to determine the number of Cash Rewards or Point Rewards earned. Your Rewards will be placed in Your Rewards Account.

Rewards Accounts are updated daily and most Qualifying Purchases will be reflected within 48 hours; however, Rewards for certain Qualifying Purchase promotions may take up to 8 weeks to appear in Your Rewards Account. SunTrust may also award bonus Point Rewards or Cash Rewards for certain transactions and/or promotions (details will be provided with such offers). Rewards are eligible for You to use for Rewards Offerings when Your Qualifying Purchases are posted to Your Rewards Account.

Rewards can be redeemed for Rewards Offerings including cash back, gift cards, merchandise, event ticket and travel Rewards, subject to the terms and conditions described below. You can redeem Rewards to obtain Rewards Offerings through the Website or by calling the Rewards Service Center, except as otherwise noted.

It is Your responsibility to regularly monitor Your Rewards Account to ensure every: (a) earning of Cash Rewards and/or Points Rewards on Qualifying Purchases is proper and accurate; and (b) Rewards Offering redemption that is processed on

your Rewards Account is proper and accurate. It is Your obligation to report any suspected improper, unauthorized and/or inaccurate Rewards earning and/or Rewards Offering redemption from Your Rewards Account in a timely manner. Timely means not more than 60 days after Rewards earnings are posted to Your Rewards Account or Rewards Offerings are redeemed from Your Rewards Account. You can access your earning and redemption activity by logging into your Rewards Account at [www.suntrust.com/Rewards](http://www.suntrust.com/Rewards)

Issues concerning Rewards earnings and redemption can be reported by calling the Rewards Service Center at 800.255.7125.

SunTrust and TSYS will not be liable for fulfilling Reward Offering requests that either SunTrust or TSYS believes in good faith are made by any person claiming the authority to act on Your behalf. All Rewards Offerings are subject to availability. SunTrust reserves the right to substitute Rewards Offerings of equal or greater value.

Rewards are redeemed on a "first-in, first-out" basis, so that the first Cash Rewards or Point Rewards You earn will be the first redeemed.

## 5. Rewards Earning Limitations and Forfeiture.

### 5 (a). Rewards Earning Limitations.

Your Rewards Account balance will be reduced by (a) any returns or credits, (b) any Qualifying Purchase which becomes the subject of a chargeback or other dispute unless and until final resolution of the dispute results in a debit to Your Card, (c) transactions made with a lost, canceled, stolen, or fraudulent Card, and (d) forfeitures resulting from Card closure or other conditions as noted below. In such event, these transactions will be deemed as negative Cash Rewards or Point Rewards in Your Rewards Account. If Your Rewards Account is reduced by negative Rewards and You received a redemption of a Rewards Offering that, based upon such a reduction, You were not entitled to receive, SunTrust has the right to withhold the applicable amount of Your subsequent Cash Rewards or Point Rewards earned in order to cover the correct amount of such Rewards redemption.

Except for the cash back redemption options described below, Rewards have no cash value and may only be used to obtain Rewards Offerings as described in this Rewards Agreement. Rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by SunTrust or any third party, including airline frequent flier, or other travel-related or membership reward charge or credit card programs, unless specifically authorized by SunTrust. Rewards cannot be transferred, gifted, sold, attached, pledged or bartered under any circumstance, including disability, death, upon operation of law or in connection with a domestic relations or other legal dispute. SunTrust may suspend redemption rights of Your Rewards if there is a dispute between You and SunTrust or between You and an authorized user or joint owner with respect to the Card Account or the Rewards Account. SunTrust is not responsible for any disputes You may have with an authorized user on Your Card Account about the Program or the Website. Neither Cash Rewards nor Point Rewards may be applied to Your Card Account statement to produce a credit balance on Your Card Account.

You can receive information regarding **Your Rewards Account** (including the number of **Rewards** earned, redeemed, scheduled to expire, or expired/forfeited, if applicable) by going to the **Website** or calling the **Rewards Service Center**. In addition, with the exception of **Commercial Card** types, you can view your **Rewards** balance at [www.suntrust.com/Rewards](http://www.suntrust.com/Rewards) or by using the SunTrust Mobile Banking App. As a **Commercial Card** cardholder enrolled in the Program, You may access **Your Rewards Account** information through the **Website** or by calling the **Rewards Service Center**. Please note that **Commercial Card Program Administrators** will not have access to enrolled **Commercial Card Accounts' Rewards Account** details.

You are not entitled to compensation from SunTrust or any other entity when **Your Cash Rewards** or **Point Rewards** expire or are forfeited for any reason.

#### 5 (b). Forfeiture of Rewards.

**Rewards** will be forfeited if (1) You file for bankruptcy, or (2) You close every **Card Account** enrolled in the **Program** and **Your Rewards** have not been redeemed within 60 days after **Your Card Account(s)** is/are closed; provided, however, that this 60-day grace period to redeem after **Card Account(s)** closure will not apply if any **Card Account** is not in **Good Standing** at the time of closure and any circumstances of (1) or (2) above apply.

Platinum Elite Accounts are also subject to the following forfeiture events (a) **your Card Account** becomes two billing periods delinquent, (b) **you** fail to comply with this or other agreements to SunTrust, (c) we believe that **you** have engaged in fraudulent activity related to **your** account or the **Program**, or (d) **you** engage in prohibited scenarios as described in the **Eligibility** section.

If You do not redeem **Your Rewards** within 60 days after **Your Card Account** is closed, You will forfeit the **Rewards** earned. There is no minimum redemption requirement after **Card Account** closure; however, all earnings less than \$5 are of such nominal value that they will be forfeited and are not redeemable.

If **Your Card Account** is two billing periods delinquent, You will not earn **Point Rewards** for new **Qualified Purchases** or promotions during the period of delinquency. For **Commercial Cards**, forfeiture events also include prohibited scenarios as described in the **Eligibility** section above.

## 6. Cash Rewards.

#### 6 (a). Earning Cash Rewards.

For **Consumer Card Accounts** and **Business Card Accounts** enrolled in the **Cash Rewards Program**, You will earn base cash back of 1% on new **Qualifying Purchases** on **Your Card**, if **Your Card Account** is in **Good Standing**. You may also be eligible for bonus cash back, subject to the terms and conditions of **Your Card Account** and any applicable promotions. There is no limit to the number of **Cash Rewards** You can earn.

#### 6 (b). Redeeming Cash Rewards for Cash Back

You can redeem **Cash Rewards** for cash back through the **Website** or by calling the **Rewards Service Center**. After close of the billing period in which the **Cash Rewards** are earned, if **Your Card Account** is in **Good Standing**, upon **Your** request, **You** may redeem **Your Cash Rewards** in U.S. dollars with a minimum of \$5 and any greater amount (not to exceed the total **Cash Rewards** earned, but not yet redeemed, on **Your Card Account** at time of redemption). **You** may redeem **Your Cash Rewards** for cash back through (1) a statement credit to **Your Card Account** or (2) an ACH credit into the deposit account that **You** designate.

- Redeeming **Cash Rewards** for cash back through a statement credit. If **You** redeem **Cash Rewards** for a statement credit to **Your Card Account**, the cash back redemption processing is typically initiated within 5 business days. **You** are still responsible for the minimum monthly payment in any given month that a cash back redemption is applied against **Your Card Account** balance. Therefore, if **You** wish to avoid interest charges on **Your Account**, **You** must pay **Your** outstanding balance in full as a statement credit redemption may be delayed in posting to **Your Account**.
- Redeeming **Cash Rewards** for cash back through ACH deposit. If **You** redeem **Cash Rewards** through an ACH deposit into a **SunTrust** or other financial institution's checking, savings or money market account, the cash back redemptions will typically be initiated within 5 business days.
  - Clients who redeem **Cash Rewards** through an ACH deposit into any **SunTrust** checking, savings or money market account will receive a 10% **Loyalty Cash Bonus**.
  - Clients with a **SunTrust** Advantage Checking, Signature Checking, or Exclusive Checking account and meeting one of the following **Combined Consumer Deposits and Investment Balances** will earn a **Loyalty Cash Bonus** of:
    - 25% **Loyalty Cash Bonus** if balances total between \$25,000 and \$100,000,
    - 50% **Loyalty Cash Bonus** if balances total greater than \$100,000.
  - **SunTrust Premier Banking Program** or **Private Wealth Management** clients will receive a 50% **Loyalty Cash Bonus**.
  - Clients with a **Private Wealth Management Consumer Credit Card** account will receive a 75% **Loyalty Cash Bonus**.

For example, a 10% **Loyalty Cash Bonus** on \$100 in base **Cash Rewards** would earn an additional \$10, totaling \$110 in **Cash Rewards** earnings.

- **Cash Rewards** earned on **Business Card Accounts** that are redeemed through an ACH deposit into a **SunTrust Business** checking, savings or money market account will receive a **Loyalty Cash Bonus** of 10% or 25% on redemption, depending on **Your** deposit relationship with **SunTrust** as of the last day of the month preceding redemption, or in some instances, the last day of two months' prior to redemption, as follows:
  - Clients with **SunTrust Business Advantage Plus Demand Deposit Accounts (DDA)** will receive a **Loyalty Cash Bonus** of 25%.
  - All other clients with a **SunTrust Business** checking, savings or money market account will receive a **Loyalty Cash Bonus** of 10%. For example, a 10% **Loyalty Cash Bonus** on \$100 in base **Cash Rewards** would earn an additional \$10, totaling \$110 in **Cash Rewards** earnings.
- <sup>1</sup> For the purposes of this **Loyalty Cash Bonus**, **Your** deposit relationship will be determined as of the last day of the month preceding redemption if **You** redeem after the first calendar day that falls after the first business day of the month. If, however, **You** redeem on or before the first calendar day of the month that falls after the first business day of the month, then **Your** deposit relationship will be determined as of the last day of the month that is two months' prior to redemption. So, for example, if the first of November is on a Sunday, then:
  - If you redeem on Wednesday, November 4, your deposit relationship will be determined on October 31.

- If you redeem on Tuesday, November 3, your deposit relationship will be determined on September 30.
- If you redeem on Sunday, November 1, your deposit relationship will be determined on September 30.

#### 6 (c). Expiration of Cash Rewards.

For Consumer Card Accounts, Cash Rewards have no expiration. For Business Card Accounts, Cash Rewards will expire on the last day of the year, five years after the year in which the Cash Rewards posted to Your Rewards Account. If applicable, You can find out the expiration date(s) of Your Cash Rewards by calling the Rewards Service Center. You can also see Rewards due to expire on the Website. SunTrust will not guarantee to give You separate notice of Cash Rewards that are scheduled to expire.

## 7. Point Rewards.

#### 7 (a). Earning Point Rewards.

You will earn 1 Point Reward for each \$1.00 spent on Qualifying Purchases made with Your Card. There is no limit to the number of Point Rewards You can earn, except in cases where Your Commercial Card is restricted by the terms of Your company's Commercial Card Account Agreement.

#### 7 (b). Purchasing Point Rewards.

You can purchase Point Rewards in 3,000 point increments for \$30, up to 30,000 points in each Point Rewards purchase transaction. SunTrust will bill this cost directly to Your Card Account. Your Point Rewards purchase is irrevocable upon SunTrust's authorization and purchased Point Rewards are immediately available for obtaining Rewards Offerings. There is no limit to the number of Point Rewards You may purchase in each calendar year. All purchased Point Rewards are subject to this Rewards Agreement, including forfeiture. Purchased Point Rewards follow the same rules for expiration and forfeiture described herein.

#### 7 (c). Redeeming Point Rewards for Cash Back

You can redeem Point Rewards for cash back through the Website or by calling the Rewards Service Center. After close of the billing period in which the Point Rewards are earned, if Your Card Account is in Good Standing, upon Your request, SunTrust will redeem Your Point Rewards in U.S. dollars with a minimum of \$5 and any greater amount (not to exceed the total Point Rewards earned, but not yet redeemed, on Your Card Account at time of redemption). You may redeem Your cash back for (1) a statement credit or (2) an ACH credit to the deposit account that You designate.

- If You redeem Point Rewards for a statement credit to Your Card Account, the cash back redemption processing is typically initiated within 5 business days. You are still responsible for the minimum monthly payment in any given month that a cash back redemption is applied against Your Card Account balance. Therefore, if You wish to avoid interest charges on Your Account, You must pay Your outstanding balance in full as a statement credit redemption may be delayed in posting to Your Account. Point Rewards

redemptions for statement credits may not be applied to **Your Card Account** statement to produce a credit balance on **Your Card Account**.

- You can redeem **Your Point Rewards** for cash back through an ACH credit to the deposit account that You designate. The ACH credit may be made into a **SunTrust** or other financial institution's checking, savings or money market account.
- If you redeem **Your Point Rewards** through an ACH deposit into a **SunTrust** or other financial institution's checking, savings or money market account, the cash back redemptions will typically be initiated within 5 business days.
- **Point Rewards** redemptions for cash back executed through ACH credits to deposit accounts are not eligible for the **Loyalty Cash Bonus** outlined in Section 6(c), with the exception of **Platinum Elite Accounts**.

#### 7 (d). Expiration of **Point Rewards**.

**Point Rewards** will expire on the last day of the year, five years after the year in which the **Point Rewards** posted to **Your Point Rewards Account**. You can find out the expiration date(s) of **Your Point Rewards** by calling the **Rewards Service Center**. You can also see **Rewards** due to expire on the **Website**. **SunTrust** will not guarantee to give You separate notice of **Point Rewards** that are scheduled to expire. For **Platinum Elite Accounts**, **Point Rewards** have no expiration.

## 8. Merchandise, Gift Certificate and Gift Card Rewards

You may redeem **Rewards** for merchandise and gift cards/certificates from the **Website** or with the assistance of the **Rewards Service Center**. These types of **Rewards Offerings** are subject to availability. **SunTrust** may change the **Rewards Offerings** selection and the number of **Point Rewards** or **Cash Rewards** needed to obtain certain **Rewards Offerings** at any time. **Merchandise Rewards Offerings** are offered and provided by independent manufacturers and include applicable sales tax and shipping and handling costs (via first-class mail, ground delivery or motor freight service within the continental U.S.). **SunTrust** and **TSYS** have no responsibility or liability for such products.

All merchandise orders are subject to availability, and **SunTrust** reserves the right to substitute merchandise of equal or greater value. The merchandise shown on the **Website** may not reflect the exact colors or model numbers of the actual **Rewards Offerings** due to manufacturers' model or style updates, or the photo facsimile used as a representation of the merchandise. Purchase protection or extended warranty coverage associated with **Your Card Account** does not apply to merchandise **Rewards Offerings**.

**Rewards Offerings** are shipped prepaid and cannot be returned or exchanged unless the merchandise arrived damaged, defective or if the wrong item was shipped. Returns and exchanges will only be accepted within 30 days after Your receipt of the merchandise. You should call the **Rewards Service Center** for return/exchange authorization and assistance. The **Rewards** You used to redeem merchandise **Rewards Offerings** will be credited back to **Your Rewards Account** if You return the **Rewards Offerings** in a timely fashion and in accordance with the procedures described above.



Gift cards are not exchangeable, refundable, or redeemable for cash or credit under any circumstances, and are not valid on previous purchases. Lost or stolen gift cards cannot be replaced. SunTrust is not responsible for gift cards lost or stolen while in transit to You.

Most Rewards Offerings can be shipped within 48 hours from receipt of Your order; however, some Rewards Offerings may take up to 5 days to process, and may take 4-6 weeks for delivery. SunTrust will notify You if additional time is needed to ship Your Rewards Offerings.

Merchandise, gift cards and gift certificates Rewards Offerings can be shipped to any address that You designate so long as it is a valid street address within the United States, including Alaska and Hawaii (excluding Puerto Rico, P.O. Boxes, or APO/FPO addresses). Requests for shipment to Alaska or Hawaii, or rush shipping, if available, are subject to additional shipping charges. All claims regarding non-receipt of redeemed Rewards Offerings must be reported to the Rewards Service Center within 90 days of redemption.

You will find complete details about shipping, including information about direct shipments from suppliers, large freight items, damaged or incomplete shipments, and details about exchanges and refunds on the Website or You can call the Rewards Service Center.

All brand names are the trademarks and property of their respective owners and are used with permission.

## 9. Travel Rewards Offerings.

You will have the opportunity to redeem Rewards for travel including air, hotel, cruises and car rentals. Cash Rewards or Point Rewards required for travel Rewards Offerings will include taxes, destination fees, September 11th Security Fee, fuel charges, and any other airline surcharges and security fees. Other restrictions and limitations may apply. Once Rewards redemptions for Travel Rewards Offerings are complete, the transaction cannot be reversed.

You may elect to execute redemptions for Travel Rewards Offerings using the Rewards Service Center; this service will be subject to a service fee of \$25 at time of booking. Rewards redemptions for Travel Rewards Offerings executed on the Website will not be subject to any booking service fees.

The traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit [travel.state.gov](http://travel.state.gov) for passport and visa requirements. SunTrust and TSYS assume no responsibility for advising guests of proper travel documentation.

### 9 (a). Air travel

- There are no blackout dates. Travel is subject to availability. Participating air carriers are subject to change. All airline rules and restrictions apply (check requirements when booking). Tickets may be purchased in any individual's name.
- Miscellaneous costs, including baggage, airport/airline fees and surcharges, government imposed fees, gratuities, insurance and airline amenities are Your responsibility. Your tickets will be non-refundable and non-transferable.
- All returns, exchanges and cancellations should be handled directly with the airline. The airline may charge fees plus the difference in airfare for any changes.

- All tickets are issued as electronic tickets. All tickets must be issued at the time of booking and reservations will not be held. Before completing **Your** order please confirm that all information is accurate. All airline redemptions are non-refundable and non-transferable.
- If **You** do not have sufficient **Rewards** for the award airline ticket(s), **You** may contact the **Rewards Service Center** and complete **Your** travel redemption using **Your Card**, or by purchasing **Point Rewards** or **Cash Rewards** to supplement the difference. Please see Sections 6(b) and 7(b).

- You may elect to have the **Rewards Service Center** book non-Rewards airline tickets through a major airline carrier providing that the fares, schedules and ability to generate a ticket are possible through the **Rewards Service Center**. This service will be subject to a service fee of \$25 at time of booking. Any amount charged to **Your Card Account** for redemption is eligible for **Rewards** earnings.
- All travel itineraries and supporting documentation will be sent via email. Reservations for tickets also exclude the use of charters, wholesalers, consolidators, and any Internet fares that are not published, not available through the **Rewards Service Center**, and/or not available for ticketing through a certified travel agency.
- Once **Rewards** are redeemed, the transaction cannot be reversed. If changes to an itinerary are necessary later, **You** or another authorized participant may contact the **Rewards Service Center** with the request up to 5 days prior to the travel date. Based on airline requirements, changes may require additional costs such as airline penalty fees, increased fares and service fees. Most airlines will not allow traveler name changes.
- Flight reservations should be re-confirmed by the traveler at least 72 hours prior to departure. All reservations are subject to the rules, restrictions and conditions of the service provider, which include exclusions and limitations of liability.
- The traveler should have valid government-issued photo ID upon airport check-in.
- Airline ticket awards may not be used in conjunction with any type of coupons, vouchers, other mileage programs or companion fares.
- Neither **SunTrust** nor **TSYS** is responsible for: (a) communicating any airline schedule changes or cancellations; and/or (b) the performance or non-performance of the airline.

#### 9 (b). Hotel Stays

You may redeem **Point Rewards** or **Cash Rewards** for over 325,000 hotels worldwide. Hotels may only be booked through the **Rewards Service Center**. You must meet the eligibility requirements established by the hotel provider.

- Most hotel rates allow cancellation with a minimum of a 24-hour notice. Please see the specific hotel/rate cancellation policy at the time of booking. Cancellations may include penalties and a cancellation service fee will apply. Refunds for cancellations may take up to 3 to 4 weeks.
- Hotels do not allow changes to dates, names, room type and number of occupants once booking is complete.
- Neither **SunTrust** nor **TSYS** is responsible for the performance or non-performance of any hotel provider.

#### 9 (c). Cruises

- Cruise packages may only be booked through the **Rewards Service Center**.
- All cruise redemption requests must be made at least 30 days prior to sailing date or **You** may incur additional fees.
- All cruise **Rewards Offerings** are based on double occupancy for a cabin. Traveler must meet the eligibility requirements established by the cruise provider.
- Participating cruise lines are subject to change at any time without notice.
- Changes may be made up to 90 days prior to sailing (120 days for holiday and special event cruises) for a \$100 change fee, plus any fees imposed by the cruise line. Changes under 90 days (120 days for holiday and special event cruises) may result in forfeiture of the **Rewards**, or additional fees may apply. In addition, if the cardholder or recipient is a no-show, the travel **Rewards** redemption is void.

- Cruise packages that have been booked may not be cancelled and are not eligible for any refund in part or whole. No interim price reductions will be considered or offered once the booking has been completed.
- Neither SunTrust nor TSYS is responsible for: (a) communicating any cruise line schedule changes; and/or (b) the performance or non-performance of any cruise line.

#### 9 (d). Vacation Packages

- Vacation packages may only be booked through the Rewards Service Center.
- All vacation packages must be booked a minimum of 30 days prior to travel date or You may incur additional fees. Traveler must meet the eligibility requirements established by the travel provider. Vacation packages may only be booked through the Rewards Service Center.
- Vacation packages that have been booked may not be cancelled and are not eligible for any refund in part or whole. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may result in the imposition of additional fees.
- Bookings made less than 30 days prior to a travel date will result in the imposition of a special handling fee for each traveler in addition to other fees imposed by the travel provider.
- Neither SunTrust nor TSYS is responsible for: (a) communicating any vacation package schedule changes; and/or (b) the performance or non-performance of any travel provider used in a vacation package.

#### 9 (e). Car Rental

- Check with Your car rental agency for details about upgrades, age limitations, fuel surcharges, one way rentals or pets as additional fees may apply. If Your confirmed rate does not include local taxes, airport fees and/or state surcharges, You will be required to pay these charges at the time of rental. Some airports assess an airport access fee when You exit the airport.
- Renters must present a valid national driving license. If the driving license is not in English, please check with Your car provider to see what's recommended.
- If You rent a car in the continental United States, there may be special considerations if You plan to drive the car across the border into Canada or Mexico. Check with Your car rental agency for details.
- No refunds will be provided for unused rental time.
- Neither SunTrust nor TSYS is responsible for the performance or non-performance of any car rental provider or rental vehicle.

## 10. Event Ticket Rewards

### 10(a). Order Acceptance and Cancellation

You will have the opportunity to redeem Rewards for tickets to events like concerts, sporting events and the theater ("Events Tickets Rewards" or "Events Tickets"). Your receipt of an electronic or other form of an order confirmation does not signify our acceptance of Your order. We reserve the right at any time after receipt of your order to accept, decline, or limit Your order for any reason, whether or not Your Rewards have been redeemed and/or Card Account has been charged. If Your Rewards have been redeemed and/or credit card has been charged and Your order is canceled, You will

receive a refund credit to **Your** account. We reserve the right at any time after receipt of **Your** order, without prior notice to **You**, to supply less than the quantity **you** ordered of any item.

Once an order has been placed, it cannot be canceled unless: (a) **You** have chosen physical delivery of tickets, for example through the mail; and (b) the shipment of the physical tickets is unavoidably delayed. In this case, we will do our best to cancel the order if requested. SunTrust in its sole discretion shall determine what constitutes an unavoidable delay in a given situation.

Additionally, if **Your** order requires **you** to pick up the tickets or vouchers at any will-call office, **Your** order shall be deemed accepted upon receipt of **Your** order confirmation. **Your** failure to pick up an order as described at the time of purchase shall not be deemed a rejection of the order and shall not relieve **You** of any payment or purchase charge for such order.

If **You** do not receive a confirmation (in the form of a confirmation page, email, or other form of an order confirmation) after submitting payment information, or if **You** experience an error message or service interruption after submitting payment information, **You** must contact the **Rewards Service Center** at 1-800-255-7125 to determine whether or not **Your** order has been received and/or processed. Neither **SunTrust** nor **TSYS** is responsible for orders that are not processed or accepted. Neither SunTrust nor TSYS shall be responsible for any losses (monetary or otherwise) if **You** claim to have placed an order and did not receive an order confirmation, but failed to contact the **Rewards Service Center**.

#### 10 (b). Changes in Products and Pricing; Incorrect Pricing of Placed Orders

**Events Tickets Rewards** are updated and revised regularly. Ticket offerings can be discontinued at any time, without notice. By participating in the **Rewards Program**, **You** agree that the **Rewards Website** is intended to identify the immediately available **Events Tickets Rewards**, but in some instances tickets may become unavailable by the time **You** submit an order. This is not a basis for any claim against TSYS or SunTrust.

All pricing for **Events Tickets** available on the **Rewards Website** are subject to change. Before an order for **Events Tickets** is made, **You** understand that pricing adjustments (i.e. **Rewards** required to **Redeem** and/or purchase and processing fees) are possible, whether due to changing market conditions, product discontinuation, manufacturer price changes, errors in advertisements and any other extenuating circumstances. Prices for **Events Tickets** can change at any time and without prior notice to **You**. Consult the **Rewards Website** for the most current pricing information.

If the amount **you** are charged for an **Event Ticket** or voucher is incorrect, regardless of the cause of the pricing error, SunTrust and/or TSYS shall have the right to cancel that order or ticket. In this instance, **You** will either: (i) receive a refund equal to **you** the **Rewards** used to **Redeem** the **Event Ticket(s)** and/or the amount of money **You** paid; or (ii) **You** will be offered the tickets at the corrected price. If **You** find the corrected ticket price unacceptable, **You** may cancel the order and a refund will be issued.

#### 10 (c). Miscellaneous Fees; Restrictions on Use of Tickets

Service, processing and/or miscellaneous fees may be applicable to **Event Ticket Rewards**. Tickets may also contain restrictions on their use (e.g. cannot be resold by **You** on day of event). Fee information will be displayed prior to **Your**

purchase or order of Events Tickets Rewards. These fees may appear in the "Taxes and Fees" section of Your order confirmation.

#### 10 (d). Refunds and Exchanges

Before purchasing Events Tickets, You must carefully review the event details, date, location, seat selection, and other pertinent information. Many providers of Events Tickets and the venues themselves prohibit exchanges or refunds *after* a ticket has been purchased, even if tickets are (or alleged to be) lost, stolen, damaged or destroyed. After an order has been placed, it cannot be cancelled (absent unavoidable delay of physical ticket delivery) or changed under any circumstances, except as SunTrust and/or TSYS may permit in their sole discretion. If and when a refund, change or cancellation is permitted, a fee equal to 10% of your total order price (excluding taxes) may be assessed. Regardless of whether an event is cancelled due to Your personal circumstances, or due to any other reason (e.g. venue or performer related), You are responsible for any travel expenses and/or other expenses that You or your party incurs related to attending an event.

#### 10 (e). Preferred Access Ticket-Specific Terms & Conditions

You acknowledge that Third-Party Sellers may participate in the practice of purchasing tickets from their primary market (e.g. from the event venue, performer, team or Ticketmaster) and reselling them in a secondary market at a price that may be either higher or lower than the "face value" listed on the ticket (each a "Preferred Access Ticket"). You understand that the tickets sold through the Rewards Program may be Preferred Access Tickets and therefore, may not reflect the original "face value" of the ticket.

Neither SunTrust nor TSYS owns the Preferred Access Tickets advertised on the Rewards Website or sets the prices for these tickets. Neither SunTrust nor TSYS has any control over any Third-Party Sellers or their business practices. You understand that SunTrust is not acting as a primary seller, box office, or operating agent for tickets.

You must read the complete listing regarding a given event or ticket offering before making a purchase. The Rewards Provider does not guarantee the accuracy of any information provided by Third-Party Sellers. The Rewards Provider will process your payment for any purchases made through the Rewards Website and facilitate delivery of a confirmation of Your purchase of Preferred Access Tickets in accordance with the terms of that particular ticket offering. You cannot change or cancel your purchase at any time or for any reason, except as explicitly described herein.

SunTrust may charge service, shipping, delivery, fulfillment or other fees for Preferred Access Tickets purchased through the Rewards Website (the "Preferred Access Ticket Fees"). The Preferred Access Ticket Fees will be explained to you prior to your purchase. SunTrust reserves the right to change the Preferred Access Ticket Fees at any time, in its sole discretion. The Preferred Access Ticket Fees may not be refundable except as explicitly described herein. SunTrust reserves the right to change the delivery method, at its sole discretion, in order to ensure delivery prior to the scheduled event. If a ticket delivery method is changed after your order, you will not be charged for any additional delivery fees.

#### 10 (f). Order Confirmation; Processing

Shortly after You place an order for Preferred Access Tickets, You should receive an email confirming receipt of Your order (the "Confirmation Email"). Please understand that the Confirmation Email does not actually secure any tickets. Once tickets have been secured, You will receive a second email that either provides Your tickets or explains how you can

receive them (the "Ticket Delivery Email"). The tickets You purchased and/or fulfillment method selected will determine whether you receive electronic or physical tickets. If You receive physical tickets, (i) they may be delivered to You directly, (ii) You may need to arrange for a third-party delivery, or (iii) You may be required to pick-up Your tickets at a will call office or from the **Third-Party Seller**. Similarly, electronic tickets may be delivered directly via email or You may be required to access the tickets through a third-party's electronic wallet. If You place an order, but do not receive a **Confirmation Email** or **Ticket Delivery Email**, You must contact the **Rewards Customer Service** to check on the order status. Your order may be finalized even if you do not receive a **Confirmation Email** or **Ticket Delivery Email**. Do not make assumptions about the status of an order because you have not received an email. Orders may not be cancelled due to problems with your receipt of emails.

#### 10 (g). Preferred Access Ticket Availability

All orders are subject to availability. Occasionally tickets ordered may no longer be available at the price or in the quantity originally ordered at the time the order is received. SunTrust reserves the right to replace tickets with comparable or better tickets if the originally-ordered tickets are no longer available. If no alternates are available, Your Rewards Account and/or credit card will not be charged or any charges will be refunded and Rewards reinstated. If this occurs, You will be notified of any such determination by SunTrust. SunTrust reserves the right to cancel any order and provide a full refund (including any Preferred Access Ticket Fees) at any time for any reason, prior to the scheduled event.

#### 10 (h). Event Cancellation, Postponement, and other Event Changes

You will receive a full refund (including any Preferred Access Ticket Fees) for your purchase of an Event Ticket if the event is cancelled and not rescheduled and/or the event is contingent on factors unknown at the time of an order or purchase (e.g., outcome of a playoff game). If a ticketed event is postponed and/or rescheduled, SunTrust will attempt to resolve any issues You raise. For example, if time permits, SunTrust may coordinate the delivery of additional documentation concerning the rescheduled event. Notwithstanding this, SunTrust has an absolute right to cancel any orders and provide You with a full refund (including any Preferred Access Ticket Fees) if new tickets are required for an event. Be advised that refunds may not be available until an event is ultimately cancelled (as opposed to being postponed). SunTrust is not responsible for partial performances, or venue changes, line-up changes, and/or date and time changes of ticketed events and SunTrust may decline refund request under such circumstances.

#### 10 (i). Additional Information: Preferred Access Ticket Refunds & Substitutions

Subject to SunTrust's discretion, You will receive a full refund for Your purchase of Preferred Access Tickets under the following circumstances: (a) You did not receive your Preferred Access Tickets before the scheduled event; (b) the event is cancelled and not rescheduled; or (c) Your Preferred Access Tickets turned out to be non-genuine or invalid for entry to the event. In such a case and in SunTrust's sole discretion, You will either receive comparable or better tickets or a full refund.

If you do not receive Preferred Access Tickets before the scheduled event, please notify SunTrust as soon as possible by contacting the Rewards Service Center. You are responsible for notifying SunTrust prior to the scheduled event. If You fail to provide proper notice before the scheduled event, You may be ineligible for a refund based on a claim of non-delivery of tickets. Upon notice of non-delivery or delivery delay, SunTrust will, in its sole discretion, attempt to locate and facilitate

delivery of tickets, provide You with comparable or better replacement tickets at no additional cost, or issue a full refund (including any Preferred Access Ticket Fees).

If you receive tickets that You believe are not comparable or better than the tickets You ordered, you must notify SunTrust within 24 hours of Your receipt of those tickets. If you fail to notify SunTrust within 24 hours of Your receipt of replacement tickets, You may be ineligible for a refund. If you do provide timely notice, in its sole discretion, SunTrust may either provide comparable or better replacement tickets, or issue you a full refund (including any Preferred Access Ticket Fees). SunTrust may also require that You return the tickets You received in order to obtain a refund. In this case, tickets must be returned within fourteen (14) days by personal delivery to the event venue, send via certified mail, or by using a carrier that provides proof of delivery.

Whether replacement tickets are “comparable” or “better” shall be determined by SunTrust in its sole discretion. SunTrust may consider cost, quality, availability and other factors. In issuing replacement tickets for tickets with seats next to one another, SunTrust will attempt to keep seating together for any replacement tickets. However, You understand that this may not be feasible.

No exchanges or refunds will be provided for lost, stolen or destroyed Preferred Access Tickets (unless SunTrust determines it is responsible for any loss or destruction). Once tickets are delivered, You are solely responsible for ensuring the accuracy and security of the Preferred Access Tickets. No exchanges or refunds shall be provided in the event it is determined that You failed to comply with the terms and conditions contained herein, provided on a ticket or by an event provider.

#### 10 (j). Shipping Policy

Tickets may be issued electronically or physically delivered through a variety of shipping options, which are described in the shipping/delivery and/or terms and conditions section located on the checkout page of the Rewards Website. Shipping prices are quoted in United States dollars. C.O.D. orders are not accepted. It is Your responsibility to consider the estimated shipping time frame listed on the checkout page, which may vary from item to item and is contingent on Your chosen shipping method. You understand that by placing an order for either electronic or physical tickets, you thereby agree to Your chosen shipping method. Neither SunTrust nor TSYS is responsible for or liable for the performance (or non-performance) of any shipping carrier and is not liable for any loss, damage, expense, or delays of the tickets and/or goods shipped.

#### 10 (k). Advertising Disclaimer and Trademarks

The descriptions of products and services that are posted on the Rewards Website are the representations of the given event providers. Neither SunTrust nor TSYS is responsible for the accuracy of these descriptions, typographical errors, pricing errors, product information, and/or advertising errors.

All trademarks and registered trademarks relating to tickets, events and Events Tickets offerings available through the Rewards Website are the sole property of their respective owners.

#### 10 (l). Ticket-Holder Behavior Policy; Ejection and Cancellation



Each venue reserves the right to refuse admission to or eject any person or group of people whose conduct, language or behavior is deemed disorderly, profane, vulgar, offensive, threatening, and/or abusive. You and Your party may also be ejected or refused entry to a venue for failing to comply with that venue's rules or policies. It is Your responsibility to review and understand the policies and rules of a venue at which You plan to attend a ticketed event. If You or anyone in Your party is refused entry to or ejected from a venue, no refund will be provided. You shall be responsible for any incidental or consequential expenses incurred relating to that event (e.g. funds spent on transportation, preparations for event, etc.) Additionally, no refunds will be provided if You violate (or are suspected of violating) any terms and conditions of the Rewards Program or Rewards Website, including if such violation or suspected violation results in an ejection or refusal to enter a venue.

## 11. Assumption of the Risk & Waiver of Liability - Travel Rewards, Event Ticket Rewards & Merchandise Rewards

You hereby assume all risks associated with Your acceptance, use or misuse of any Travel Rewards, Event Ticket Rewards, and/or merchandise Rewards, including but not limited to merchandise, air travel, hotel stays, cruises, vacation packages, car rentals, and Event Ticket Rewards. You further agree that Your participation in any activities associated with or as a result of Travel or Event Ticket Rewards are at Your sole risk and decisions as to whether or how You participate in Travel or Event Ticket Rewards shall entirely be Your responsibility. By redeeming any merchandise Rewards, Travel Rewards, and/or Event Ticket Reward, you are certifying that You are in good health and have no physical or mental condition that would prevent You from, or present risk to You in, participating in or receiving these types of Rewards Offerings.

YOU EXPRESSLY AND VOLUNTARILY ASSUME RESPONSIBILITY FOR ALL RISK OF PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS YOU MAY SUSTAIN RELATED TO ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS, OR ANY SUCH PERSONAL INJURY, DEATH, OR LOSS ASSOCIATED IN ANY WAY WITH ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS, EVEN IF SUCH PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND PHYSICAL OR PERSONAL, OR LOSS IS CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF SUNTRUST AND/OR TSYS. For purposes of clarity, the term "loss" shall mean all damages, losses, costs, and injuries of every kind and character, including, but not limited to, all economic damages, physical or property damages, loss of business opportunities, embarrassment, emotional distress, mental anguish, loss of consortium, loss of services, loss of companionship, and loss of employment. You understand that You are liable for any injury or damage caused, or claimed to be caused, by participating in or receiving any merchandise Rewards, Travel Rewards Offerings or Event Ticket Rewards Offerings.

In consideration of Your participating in or receiving any merchandise Rewards, Travel Rewards Offerings or Event Ticket Rewards Offerings, You agree, on behalf of yourself, and Your personal representatives, relatives, heirs, assignees, successors, executors and administrators, to permanently, irrevocably and forever release, indemnify, discharge and hold harmless SunTrust, TSYS and their respective parent corporations, members, subsidiaries, affiliates, directors, officers, employees, agents, representatives, successors, distributors, partners, licensees and assigns, and any entity or person connected with the Rewards Program from and against any and all actual and potential, known and unknown, suspected and unsuspected claims, demands, causes of action, liabilities and damages for personal injuries, death, damage or loss to

personal property, or other harm or loss of any nature whatsoever sustained in connection with any merchandise Rewards, Travel Rewards Offerings, or Event Ticket Rewards Offerings. YOU FURTHER AGREE THAT YOU WILL INDEMNIFY AND HOLD HARMLESS SUNTRUST AND TSYS FROM AND AGAINST ALL CLAIMS, ALLEGATIONS, LAWSUITS, LIABILITIES, LOSSES, AND/OR ANY KIND OF PROPERTY DAMAGES, PECUNIARY DAMAGES, PHYSICAL DAMAGES, EMOTIONAL OR PERSONAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL COURT COSTS AND ATTORNEY'S FEES ARISING OUT OF, CONNECTED WITH, OR AS A RESULT OF: (I) ANY BREACH OR ALLEGED BREACH OF THIS REWARDS AGREEMENT; (II) YOUR PARTICIPATING IN OR RECEIVING ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS; (III) YOUR ACCEPTANCE AND USE OF ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS; (IV) ANY USE OF ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS BY YOUR TRAVEL COMPANION(S) OR GUEST(S) ACCOMPANYING YOU ON TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS; AND/OR (VI) ANY CHANGE IN ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS.

THE AFOREMENTIONED INDEMNIFICATION CONTINUES EVEN IF THE COMPLAINT(S), CLAIM(S), OR ALLEGATION(S) ARISE(S) OUT OF THE NEGLIGENCE OR GROSS NEGLIGENCE OF SUNTRUST AND/OR TSYS, IN WHOLE OR IN PART, INCLUDING, WITHOUT LIMITATION, ALL CLAIMS BROUGHT ON OR ASSERTED BY ANY THIRD PARTY AS A RESULT OF ANY PERSONAL INJURY, DEATH, ANY KIND OF PROPERTY DAMAGES, PECUNIARY DAMAGES, PHYSICAL, EMOTIONAL OR PERSONAL DAMAGES (INCLUDING, BUT NOT LIMITED TO, ALL COURT COSTS AND ATTORNEY'S FEES), OR OTHER LOSS(ES) YOU MAY SUSTAIN. YOU ACKNOWLEDGE AND UNDERSTAND THAT BY REDEEMING ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS THAT YOU FOREVER LOSE AND WAIVE ANY RIGHT(S) YOU MAY NOW HAVE, HAVE HAD, OR MAY LATER HAVE TO ANY CLAIM, LAWSUIT, OR COMPLAINT AGAINST OR CONCERNING ANY OF THE RELEASED PARTIES BECAUSE OF ANY ACTUAL OR ALLEGED PERSONAL INJURY, DEATH, ANY KIND OF PROPERTY DAMAGES, PECUNIARY DAMAGES, PHYSICAL DAMAGES, EMOTIONAL OR PERSONAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, ALL COURT COSTS AND ATTORNEY'S FEES, OR OTHER LOSS(ES) THAT YOU OR ANY OF MY GUESTS/TRAVEL COMPANIONS MAY SUSTAIN WHILE USING OR PARTICIPATING ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS THAT YOU REDEEM, ANY CHANGE IN ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS, AND/OR USE OF ANY MERCHANDISE REWARDS, TRAVEL REWARDS OFFERINGS OR EVENT TICKET REWARDS OFFERINGS, EVEN IF SUCH PERSONAL INJURY, DEATH, DAMAGES OF ANY KIND, OR LOSS(ES) RESULTS IN WHOLE OR IN PART FROM OR IS CAUSED BY THE NEGLIGENCE OR GROSS NEGLIGENCE OF TSYS AND/OR SUNTRUST.

## 12. Customer Service/Error Resolution.

If You believe there has been an error, You must report such error to SunTrust promptly and always within 60 days after the date the Qualifying Purchase or any subsequent adjustment is posted to Your Rewards Account. SunTrust is not liable for any error after that time period. After that time period, Your Rewards Account will be deemed accurate. Rewards Account errors are not billing errors under Your Card Account or Card Account Agreement. SunTrust's decision about any error will be final.

If You have any questions regarding: (1) the amount of Cash Rewards or number Points Rewards in Your Rewards Account; (2) whether and what amount of Rewards were or should have been earned from a particular Qualifying

Purchase; (3) the status of any requested Rewards Offering redemption; and/or (4) any Rewards Offering redemption posted to Your Rewards Account, you must call the Rewards Service Center at 800.255.7125.

Remember, it is Your responsibility to regularly monitor Your Rewards Account. If You believe there has been any error or unauthorized activity in Your Rewards Account, You must report it to SunTrust promptly, but always within 60 calendar days after the date that: (1) a Qualifying Purchase is posted to Your Rewards Account; (2) any adjustment of Rewards earned from a Qualifying Purchase is posted to Your Rewards Account, whether or not the adjustment is initiated by SunTrust, TSYS, or the result of Your contacting SunTrust; (3) any Rewards Offering redemption is posted to Your Rewards Account; or (4) any adjustment of Your Rewards Account balance is made, whether or not the adjustment is initiated by SunTrust, TSYS, or the result of Your contacting SunTrust.

Neither SunTrust nor TSYS will be liable for any errors or unauthorized activity in Your Rewards Account after this 60-day time period expires. After the 60-day time period expires, Your Rewards Account shall be deemed accurate. SunTrust's decision about any error or alleged unauthorized activity in Your Rewards Account will be final.

Irrespective of the language in this section of the Rewards Agreement, be advised that Rewards Account errors are not billing errors under Your Card Account, Your Card Account Agreement and/or Regulation Z of the Truth in Lending Act.

### 13. Taxes.

Earning Rewards and redemption for Rewards Offerings may be subject to income and/or other taxes. Any applicable federal, state or local tax obligations related to Your participation in the Program are Your responsibility. Please consult Your tax advisor concerning any such income or other tax consequences.

### 14. Audits/Disqualification.

SunTrust reserves the right to audit Your Card Account for compliance with this Rewards Agreement. In the event an audit reveals any point or other discrepancies, the awarding of Rewards and the redemption for Rewards Offerings may be delayed until such discrepancies are resolved. SunTrust reserves the right to disqualify You from participation in the Program and close Your Card Account if, in SunTrust's sole judgment, Your Card Account is not in Good Standing, You have provided false information, or You have violated any of the terms and conditions of this Rewards Agreement or the Program, including but not limited to fraud. Such disqualification may be temporary or permanent and may result in the forfeiture of any accumulated Rewards. SunTrust reserves the sole discretion to interpret and apply the policies and procedures communicated in this Rewards Agreement. All determinations by SunTrust will be final.

### 15. Changes.

SunTrust may, from time to time and in SunTrust's sole discretion, amend, delete or add to the terms of this **Rewards Agreement** and may change or limit any aspect of the **Program** and its restrictions, benefits or features, in whole or in part. Such changes may be retroactive as allowed by applicable law. Changes may include, but are not limited to, the number of **Rewards** required to earn **Rewards Offerings**, the type of transactions which qualify for **Rewards**, the type and/or value of **Rewards Offerings**, the availability of **Rewards Offerings**, the imposition of an annual **Program** membership fee or the increase of any fees associated with the **Program**, or the number of **R e w a r d s** that may be earned or purchased. Your accumulation of **Rewards** does not give You any vested rights and You may not rely upon the continued availability of any **Rewards Offerings**. SunTrust will post any such changes to the **Rewards Agreement** on the **Website** and it is Your responsibility to review the **Rewards Agreement** for any such changes.

## 16. Termination.

SunTrust reserves the right to suspend or terminate the **Program** and this **Rewards Agreement** at any time. SunTrust's decisions regarding the **Program** are final. If the **Program** is terminated, You will be notified of the date by which You must redeem all Your accumulated **Rewards**.

## 17. Other Important Information.

### 17 (a). Incorporation of Card Account Agreement.

The terms of Your **Card Account Agreement** are incorporated into this **Rewards Agreement** for purposes of governing law, enforcement rights and dispute resolution, including the arbitration provision contained therein. Please read your **Card Account Agreement** for these important provisions.

### 17 (b). Governing Law.

This **Rewards Agreement** will be governed by and construed in accordance with the laws of the State of Georgia, without reference to conflict of laws principles. Where the arbitration provisions of this **Rewards Agreement** or Your **Card Account Agreement**, whichever governs, are inapplicable, and except for actions for injunctive relief, any legal action brought under or in conjunction with this **Rewards Agreement** must be brought in a federal or state court of appropriate jurisdiction in the State of Georgia and venue will be proper in that court.

### 17 (c). Third Party Providers.

The merchants and third party service providers that participate in the **Program**, including those that provide **Rewards Offerings**, are not affiliated with SunTrust, and are not sponsors or cosponsors of the **Program**. 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.

Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide or offer as a **Rewards Offering**. SunTrust is not responsible for any aspects of the products or services offered as **Rewards Offerings**.

17 (d). Disclaimer of Liability.

SunTrust and its third party service providers and their 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 SunTrust, TSYS, and their third party service providers, and their respective affiliates, directors, officers, employees, agents, or contractors for all activity in connection with the Program or the Website, including but not limited to use of the Program or Website, and any redemption or attempted redemption for Rewards Offerings through the Program or Website.

17 (e). Indemnification.

You agree to indemnify SunTrust, TSYS, and their third party providers and 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 Program or Website, any fraud, unauthorized use or misuse of the Program, Your Rewards Account, and/or Website, violation of this Rewards Agreement, or violation of any applicable law or the rights of any third party.

17 (f). Assignment.

SunTrust may assign its rights under this Rewards Agreement to a third party, who will then be entitled to any rights that we assign to them. You may not assign or transfer any right or obligation under this Rewards Agreement without SunTrust's prior written consent; any purported assignment violating the foregoing will be null and void.

17 (g). Unenforceability.

If any provision of this Rewards Agreement is found by a court of competent jurisdiction or an arbitrator to be unenforceable or invalid, the unenforceability or invalidity will not render this Rewards Agreement unenforceable or invalid as a whole; rather, this Rewards Agreement will be construed as if not containing the particular invalid or unenforceable provision or portion thereof, and the rights and obligations of You or SunTrust will be construed and enforced accordingly. In that event, You agree to negotiate in good faith a replacement provision that would best accomplish the objectives of the unenforceable or invalid provision within the limits of applicable law.

17 (h). Jury Trial Waiver.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE THE RIGHT TO A TRIAL BY JURY WITH RESPECT TO ANY LITIGATION ARISING OUT OF THIS REWARDS AGREEMENT OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND SUNTRUST.

17 (i). Class Action Waiver.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, FOR ANY MATTERS NOT SUBMITTED TO ARBITRATION, YOU AND SUNTRUST HEREBY AGREE THAT ANY LITIGATION ARISING OUT OF THIS REWARDS AGREEMENT, RELATING TO THE PROGRAM OR WEBSITE, OR ANY OTHER DISPUTE OR CONTROVERSY BETWEEN YOU AND SUNTRUST WILL PROCEED ON AN INDIVIDUAL BASIS AND WILL NOT PROCEED AS PART OF A CLASS ACTION AND THAT YOU AND SUNTRUST HEREBY KNOWINGLY, VOLUNTARILY, INTENTIONALLY AND IRREVOCABLY WAIVE ANY RIGHT TO PROCEED IN A CLASS ACTION OR TO SERVE AS A CLASS REPRESENTATIVE.

17 (j). Entire Agreement.

This **Rewards Agreement**, as modified from time to time, constitutes the entire **Rewards Agreement** between **You** and **SunTrust**, and supersedes any prior negotiation or understanding between **You** and **SunTrust** concerning the subject matter of this **Rewards Agreement**. Section headings are for convenience only and are to be disregarded when interpreting this **Rewards Agreement**. **SunTrust** may enforce the terms of this **Rewards Agreement** at any time and may delay enforcement without losing its right to enforce the **Rewards Agreement** at a later time. No course of dealing or usage of trade will be used to modify the terms of the **Rewards Agreement**.

## 18. Definitions.

**Business Card Accounts** - means SunTrust Credit Card Accounts that are issued in the name of the business and governed by the SunTrust Business Card Account Agreement, including Business Credit Card, SunTrust World for Business and SunTrust Specialty Business Card Accounts.

**Business Card Account Agreement** - means the Credit Card agreement between SunTrust and the business in whose name the Business Card Account is held, and any modifications, amendments or changes made by SunTrust to that agreement.

**Card(s) or Credit Card(s)** - means the credit card issued under **Your** Card Account and enrolled in the **Rewards** Program.

**Card Account(s)** - means **Your** SunTrust Credit Card account.

**Card Account Agreement** - means the Credit Card agreement between **You** and SunTrust that provides the terms of **Your** Card Account, and any modifications, amendments or changes made by SunTrust to that Agreement.

**Loyalty Cash Bonus** - means the additional **Cash Rewards** that may be earned for cardholders who deposit their **Cash Rewards** via an ACH credit into a SunTrust deposit account. The bonus amount will be determined by the cardholder's deposit relationship with SunTrust Bank at the time **Cash Rewards** are redeemed and consistent with the redemption procedures described in this agreement.

**Cash Rewards** - means if **you** are enrolled in the **Cash Rewards** Program, the **Rewards** earned through Qualifying Purchases on **Your** Card Account will be cash that **you** earn through the Program and which **you** may use to obtain **Rewards Offerings**, including cash back, merchandise, gift cards and Travel, in accordance with the **Rewards Agreement**.

**Combined Consumer Deposits and Investment Balances** - means the sum of balances in the SunTrust Advantage Checking, Signature Checking, or Exclusive Checking PLUS statement-linked SunTrust deposit accounts (savings, checking, money market, or CD's), Trust accounts, IRA or Brokerage accounts introduced through SunTrust Investment Services, Inc. (excluding annuities).

**Commercial Card(s)** - means a SunTrust Corporate Card, Executive Corporate Card or Commercial One Card.

**Commercial Card Account Agreement** - means the Card Agreement between SunTrust and the organization (usually **Your** employer) that issued a company-sponsored Commercial Card to **You**.

**Commercial Card Program Administrator** - means the person(s) designated to manage the overall Commercial Card Program for the organization (usually **Your** employer) that issued a company-sponsored Commercial Card to **You**.

**Consumer Card Account(s)** - means SunTrust Credit Card Accounts issued to individuals or, in the case of a joint account, to multiple individual account holders and governed by the SunTrust Consumer Card Agreement.

**Event Ticket Rewards Offerings and Event Ticket Rewards** - means any **Cash Rewards** or **Points Rewards** that are redeemed for experiences as described in Section 10 above.

**Good Standing** - means any **Cash Rewards** or **Points Rewards** that are redeemed for experiences as described in Section 10 above.

**Point Rewards** - means that, if Your Card Account is enrolled in the Points Rewards Program, the points that you earn via the Program and which you may use to obtain Rewards Offerings, including cash back, merchandise, gift cards and Travel.

**Preferred Access Ticket Fees** - means charges for service, shipping, delivery, fulfillment or other fees for Preferred Access Tickets purchased through the Rewards Website.

**The SunTrust Premier Program or Premier Banking** - is the program at SunTrust Bank that provides specialized services and products, discounts, Rewards and benefits to clients with deposits and investment balances of \$100,000 or more based on a minimum total deposit balance in Signature Advantage Checking plus statement-linked SunTrust deposit account balances (in checking, savings, money market, CD or IRA accounts); SunTrust accounts; SunTrust IRA or SunTrust Brokerage accounts through SunTrust Investment Services, Inc. (excluding Mortgage-based assets). Enrollment in Premier Banking is required.

**Primary Authorized Contact** - means the Guarantor or user who is authorized to view and redeem Rewards on behalf of the Business Card Account.

**Private Wealth Management** - means the group that provides a full array of wealth management products and professional services to high net worth clients seeking active management of their financial resources. Private Wealth Management is a marketing name used by SunTrust Banks, Inc. and the following affiliates: Banking and trust products and services, including investment advisory products and services, are provided by SunTrust Bank. Securities, insurance (including annuities) and other investment products and services (including brokerage accounts) are offered by SunTrust Investment Services, Inc., an SEC registered investment adviser and broker-dealer, member FINRA, SIPC, and a licensed insurance agency.

**Program or Rewards Program or SunTrust Rewards Program** - means the program offered by SunTrust whereby use of Your Card allows You to earn either Point Rewards or Cash Rewards, depending on Your product, in accordance with the Rewards Agreement terms.

**Qualifying Purchase(s)** - means new retail purchases on Your Card Account in good standing each billing cycle, minus credits/returns/adjustments. The following items are not retail purchases and therefore do not qualify: (1) Payment of existing Card Account balances, (2) Balance Transfers, (3) Cash Advances (via ATM or card originations by any other means), (4) Quasi Cash or Cash-Equivalent Items (e.g., travelers checks, gambling chips, and any other items that serve as cash or are convertible to cash), (5) Fees/Interest that SunTrust bills, (6) Fraudulent/Unauthorized Transactions, (7) Convenience Checks, (8) Stored Value Cards (e.g., gift cards, prepaid cards, etc.), (9) Wire Transfers, (10) Money Transfers, (11) Cash Rewards and Point Rewards, and (12) Overdraft Advances.

**Rewards or SunTrust Rewards** - means the Point Rewards, Cash Rewards or both, that You earn by making Qualifying Purchases on Your Card Account in accordance with the Program.

**Rewards Account(s)** - means the account in which Your Point Rewards or Cash Rewards are placed and maintained for Your use in accordance with this Rewards Agreement. **Rewards Agreement** - means this agreement, which contains the terms and conditions and other important information about SunTrust's Rewards Program.

**Rewards Offerings** - means the Cash Rewards, merchandise, gift card, travel, Event Ticket, and other goods and services offered for redemption through the Program.

**Rewards Service Center** - means the call center managed by TSYS which You may call to access full service support for Rewards, including inquiries about Your Rewards Account and redemption of Rewards Offerings.

**SunTrust or SunTrust Bank** - means the issuer of the following, as applicable: (1) Your SunTrust individual Credit Card (2) Your SunTrust Business Credit Card and/or (3) Your SunTrust Commercial Card. SunTrust Bank is the sponsor of the Program.

**SunTrust Private Wealth Management Consumer Credit Card Account(s)** - means Your SunTrust Private Wealth Visa Infinite Credit Card account or SunTrust Private Wealth MasterCard World Elite Credit Card account.

**Third Party Sellers** - means people or entities that obtain tickets directly from a primary event vendor or seller with the intent of reselling those tickets at a price that may be higher or lower than the face value listed on a given ticket.

**Travel Rewards Offerings and Travel Rewards** - means any Rewards Offerings that involve travel, including air travel, hotel stays and accommodations, cruises, vacation packages, and/or car rentals.

**TSYS** - means SunTrust's supplier assists SunTrust with managing the earning and redemption portions of the Program, including merchandise Rewards, gift cards, Cash Rewards, Travel Rewards, and Event Ticket Rewards.

**Website or Rewards Website** - means [www.suntrust.com/rewards](http://www.suntrust.com/rewards).

**You or Your** - For Consumer Card Accounts, **You or Your** means the primary cardholder. For Business Card Accounts, **You or Your** means the owner or Business Card Primary Authorized Contact who is either the Guarantor or user who is authorized to view and redeem Rewards on behalf of the Business Card Account. For Commercial Card Accounts, **You or Your** means the individual Commercial Card cardholder that has been issued a company-sponsored Commercial Card.