

First Citizens Rewards[®] Business

Program Rules

Effective: December 6, 2023

GENERAL

First Citizens Rewards is a marketing program (“Program”) that is offered as a benefit for eligible First Citizens Bank credit card businesses. The Program is sponsored by First Citizens Bank and is administered by Kobie Marketing Inc., an independent contractor not affiliated with First Citizens Bank.

The Program is offered at our sole discretion. These Program Rules are separate and distinct from your cardholder agreement. From time to time we may change these Program Rules, including points/reward dollars reward structure or levels, fees, point/reward dollar accrual criteria or redemption criteria, with or without notice, unless applicable law does not allow for such a change in the manner set forth herein, in which case, the procedure set forth in the applicable law applies. The changes may be prospective and they may be retroactive. When such a change is made, we will post a revised version of the Program Rules on the Program website at www.firstcitizensrewards.com. Changes will be effective on the date noted when they are posted online. It is your responsibility to review the Program Rules from time to time to be aware of any such change(s). It is also your responsibility to ensure that we have accurate contact information for you, including a valid e-mail address, as the majority of Program information will be communicated via e-mail or on the Program website. First Citizens is not responsible for delayed or lost communications sent by U.S. mail or any other form of delivery, including e-mail. To the extent allowed by applicable law, First Citizens reserves the right to approve, deny or revoke membership or the right to participate in the Program with respect to any person for any reason whatsoever. First Citizens also reserves the right to cancel the Program without notice, subject to applicable law.

The information contained in these Program Rules is effective as of the date indicated above, for new purchases charged on your First Citizens Card on or after that date and for all points/reward dollars accrued prior to such date transferred to your Program account. In these Program Rules, “First Citizens Bank,” “First Citizens,” “we,” “us” and “our” refer to First-Citizens Bank & Trust Company; “you” and “your” refer to the business credit card account holder and each eligible cardholder or authorized user under the account who is a participant/member in the Program, as the context requires. “First Citizens Card” refers to the First Citizens Business credit card. You agree to promptly notify us if you change any contact information by calling the First Citizens Customer Care Center at 1.888.323.4732. If you have any questions about the Program, you may contact the First Citizens Rewards Center at 1.866.645.1694. Additional information and “Frequently Asked Questions” can also be obtained on the Program website at www.firstcitizensrewards.com. We may send communications about the program to you at any mailing or email address in our records or through our online services, such as firstcitizens.com.



The Program consists of two categories of rewards: (1) “Point Rewards” which allows businesses to earn and redeem “points” for rewards and (2) “Cash Back Rewards” which allows businesses to earn and redeem “reward dollars” for rewards. Within the Point Rewards category, there are two tiers: (i) “Base Rewards Tier” with no annual rewards fee and (ii) “Accelerated Rewards Tier” with an annual rewards fee which earns points more quickly than the “Base Rewards Tier.” These Program Rules apply to both categories and both tiers, unless the context indicates otherwise. By using your First Citizens Card and/or the Program, you, or any authorized user on your account(s), accept all of the terms and conditions of these Program Rules, except where prohibited by applicable law.

You are responsible for any federal, state or local tax liability and reporting related to your participation/membership in the Program, including any liability relating to any rewards you redeem under the Program.

PROGRAM ACCOUNT – EARNING POINTS/REWARD DOLLARS

New businesses in the Program are automatically enrolled in the respective category and tier of the Program that they select in their application; and a Program account will be established (“Program Account”).

Points/reward dollars cannot be earned until an eligible First Citizens Card has been established and a card number has been assigned to you.

Base Rewards Tier, you will earn (i) one (1) point for each dollar you spend for net retail purchases (gross retail purchases less any returns or credits), (ii) three (3) points for each dollar you spend for net retail purchases in the follow rewards category: gas stations (2 additional points on top of the 1 point per dollar earned on net retail purchases), (iii) two (2) points for each dollar you spend for net retail purchases in the following rewards categories: restaurants and travel (airlines, auto rental, and lodging) (1 additional point on top of the 1 point per dollar earned on net retail purchases).

Accelerated Rewards Tier, you will earn one and a half (1.5) points for each dollar you spend for net retail purchases (gross retail purchases less any returns or credits).

Cash Back Rewards, you will earn (i) one (1) reward dollar for each one hundred (100) dollars you spend for net retail purchases (gross retail purchases less any returns or credits), (ii) five (5) reward dollars for each one hundred (100) dollars you spend for net retail purchases in the following rewards categories: utilities and wireless phone (4 additional reward dollars on top of the 1 reward dollar for each one hundred dollars earned on net retail purchases) for the first twelve (12) months from account opening; three (3) reward dollars for each one hundred (100) dollars you spend for net retail purchases thereafter (2 additional reward dollars on top of the 1 reward dollar for each one hundred dollars earned on net retail purchases), (iii) two (2) reward dollars for each one hundred (100) dollars you spend for net retail purchases in the follow rewards categories: gas and office supplies (1 additional reward dollar on top of the 1 reward dollar for each one hundred dollars earned on net retail purchases).

Rewards Categories: Merchants who accept Visa credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making reward offers to you. We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.



Cash and cash-like transactions, including, but not limited to, cash advances, ATM withdrawals, balance transfers, convenience checks, unauthorized charges, betting track, casino transactions, lottery tickets, money orders, money travelers' checks from a non-financial institution, foreign currency cash purchases, bail bonds, debit cancellation charges, points purchased and fees of any kind are excluded. Points/reward dollars earned for refused charges will be reversed. All points/reward dollars are time-stamped according to when they are earned. Points/reward dollars will be calculated Monday through Saturday, except holidays, and will post two (2) business days after receiving transaction data. Points/reward dollars earned on all other days will post within three (3) business days. Earned points/reward dollars are calculated on actual dollars spent rounded up or down to the nearest point or, in the case of reward dollars, increments of \$0.01. No fractional points/reward dollars will be awarded. Points/reward dollars will be deducted from the available rewards account balance for all returned purchases. This may result in a negative rewards account balance. Expiration rules noted below will be applied to all points/reward dollars returned as a result of a returned purchase. At the Base Rewards Tier, businesses may earn up to 10,000 points per calendar month. There is no monthly cap for the Accelerated Rewards Tier or Cash Back Rewards. All points/reward dollars accrued, redeemed and expired will be determined based on a first-in, first-out ("FIFO") accounting convention.

The annual rewards membership fee for the Accelerated Rewards Tier is \$150 per business or 15,000 points, which may be charged as a purchase to the primary card associated with the Program or by redeeming any available points. Businesses in the Base Rewards Tier or Cash Back Rewards category may elect to move to the Accelerated Rewards Tier of the Point Rewards Program for an annual rewards membership fee of \$150 or 15,000 points. Businesses in the Accelerated Rewards Tier may elect to move to the Base Rewards Tier or Cash Back Rewards category, however, the annual rewards membership fee will not be refunded. All annual rewards membership fees will be automatically charged to the primary card associated with the Program on the anniversary of the Program enrollment date, unless the business redeems 15,000 points to satisfy such fee within three (3) months of the anniversary of the Program enrollment date or two (2) months after the fee has been charged. Businesses in the Base Rewards Tier may elect to move to the Cash Back Rewards category, and businesses in the Cash Back Rewards category may elect to move to the Base Rewards Tier. Any permitted request to move between tiers may take up to three (3) business days, and the points/reward dollars will be converted according to the following: 1 reward dollar = 100 points or 1 point = .01 reward dollar. We will permit one (1) User ID and Password per account in order to access the online Program Account. The rewards point of contact shall be responsible for managing access and transaction authority (through completion of the third-party authorization process on the Program website) with respect to the Program Account among its cardholders and/or its other authorized users. Businesses are able to move to a different Reward category or tier once in a rolling one (1) year period.

Points/reward dollars have no cash or monetary value, are non-negotiable, and can only be redeemed for rewards and rewards-related services offered through the Program described herein. Points/reward dollars do not constitute property of any cardholder or other person and may not be brokered, bartered, attached, pledged, gifted, sold, or transferred upon disability, death, upon operation of law, or in connection with any domestic relations dispute and/or other legal proceeding and may only be transacted as permitted by these Program Rules.

Unless otherwise prohibited by applicable law, should you close your business's First Citizens Card account or if it is otherwise terminated or closed, you will no longer be able to redeem points/reward dollars and all points/reward dollars will be forfeited, unless said forfeiture is prohibited by applicable law. If immediate forfeiture is prohibited by applicable law, the applicable law concerning forfeiture will apply. Your business's First Citizens Card account must be in good standing to earn and redeem points/reward dollars under the



Program and accounts more than sixty (60) days past due will not earn points/reward dollars. If your First Citizens Card account becomes more than ninety (90) days past due, you will forfeit all accumulated points/reward dollars, unless applicable state law allows you to keep said points/reward dollars, in which case, the applicable law concerning the loss of points/reward dollars will apply. For any accounts or Program Accounts in hold, voluntarily or involuntary closed status, outstanding points/reward dollars may not be transferred to a new or active Program Account and all points/reward dollars will be forfeited, subject to applicable law.

POINTS/REWARD DOLLARS EXPIRATION

Points earned in the Base Rewards Tier and reward dollars earned in Cash Back Rewards are available for redemption for a three (3) year term. Points/reward dollars expiring during the year will be cleared from your Program Account on the last day of the month in which they expire. For example, points/reward dollars earned on January 5, 2019, will expire on January 31, 2022. For the Accelerated Rewards Tier, points do not expire as long as the business maintains the Accelerated Rewards Tier. However, if a Program Account is moved to the Base Rewards Tier or Cash Back Rewards category, all points/reward dollars will immediately have the applicable expiration dates applied from the time they were earned.

REWARDS REDEMPTION

Businesses in the Base Rewards Tier and Accelerated Rewards Tier may redeem points for (i) cash back to a First Citizens checking or savings account or credit card statement credits, (ii) credit towards a First Citizens personal loan or mortgage principal, (iii) Pay Me Back statement credits, (iv) travel rewards, including airline tickets, hotel, car rentals, cruises and tours, (v) retail gift cards and certificates and (vi) merchandise and (vii) donations. Businesses in the Accelerated Rewards Tier have access to additional experiential rewards and a fixed point value airline travel reward. Rewards redemptions are explained in further detail below, on the Program website at www.firstcitizensrewards.com or by contacting the First Citizens Rewards Center at 1.866.645.1694. Redemptions are provided and serviced by the First Citizens Rewards Center, 7 days a week, excluding certain holidays.

All rewards redemptions must be made through the First Citizens Rewards Center by telephone or via the Program website. When using the website redemption option, you must have a valid account User ID and Password to access the website. There are no exceptions. Businesses may authorize others to transact redemptions on their behalf by completing the third-party authorization process and PIN assignment at www.firstcitizensrewards.com. Once authorized, redemptions will only be processed via the First Citizens Rewards Center at 1.866.645.1694.

All additional fees and costs, including but not limited to, travel redemption fees, and expedited shipping are the responsibility of the redeemer and must be charged on the First Citizens Card associated with the Program Account or, in some instances, against available points in a Program Account. These additional costs do not earn rewards points.

Points/reward dollars are deducted from your Program Account in real time. If the redemption is fulfilled and a subsequent adjustment is made or we later discover that you did not have sufficient points/reward dollars for that redemption, your future point/reward dollar earnings will go towards any deficiency. You also agree that



you owe First Citizens the value of the redemption in the event you did not have sufficient points/reward dollars to redeem. Once redeemed, redemptions are non-refundable and cannot be exchanged. In the event an airline flight, cruise or tour is involuntarily cancelled, we will reinstate points for the unused portion of the travel reward to your Program Account.

Rewards will only be shipped to the address on file and in no case to a P.O. Box. If you do not receive your reward within the indicated time frames, you must contact us within ninety (90) days from the date of your request for the reward. After ninety (90) days, if we have not heard from you and our records indicate that your reward was fulfilled, you will be deemed to have received your reward and it will not be replaced even if it is reported missing. First Citizens is not responsible for delayed or lost communications or redemptions sent by U.S. mail or any other form of delivery, including e-mail. From time to time, some rewards may be subject to certain restrictions or delays due to such factors as time constraints, blackout dates or availability of qualifying merchandise.

CASH BACK & ACCOUNT CREDITS

Businesses may redeem points for (i) Cash Back through an account statement credit or an electronic deposit to an existing First Citizens Bank checking or savings account, or (ii) Account Credit towards a First Citizens personal or mortgage principal.

Businesses may redeem reward dollars for Cash Back through an account statement credit or an electronic deposit to an existing First Citizens Bank checking or savings account.

Redemptions must be completed via the Program website at www.firstcitizensrewards.com. An account statement credit to your First Citizens Card can also be redeemed via the First Citizens Rewards Call Center. The redemptions will post within 2-8 business days. Businesses may redeem points in increments of \$25 (2,500 points). No partial redemptions are permitted. Businesses may redeem reward dollars in any amount with minimum of \$25. All points/reward dollars will be immediately deducted from your available rewards account balance. The amount of points/reward dollars deducted and the corresponding statement credit cannot exceed the available rewards account balance in your Program Account. No First Citizens Card or Mortgage account credit will be applied, in whole or in part, against any monthly minimum payment due, however, account credits to your First Citizens consumer loan will be applied first to your outstanding interest and any remaining amount will be applied to your principal.

PAY ME BACK[®] STATEMENT CREDIT

Businesses may redeem points/reward dollars for a Pay Me Back statement credit. You simply make any single retail purchase over \$100 from your choice of merchants (some exclusions apply to certain categories of transactions) with your First Citizens Card and request a Pay Me Back statement credit for the transaction in full. Within sixty (60) days from the date the transaction posts to your First Citizens Card account, you may request a Pay Me Back Statement to receive a credit for the transaction in full. Each Pay Me Back statement credit redemption request must correspond to a single merchandise purchase transaction. The number of points/reward dollars required varies and is based upon the cost of the purchase. No partial point/reward dollar redemptions are permitted. All points/reward dollars will be immediately deducted from available rewards account balance. Your Pay Me Back statement credit will be applied to your First Citizens card account within



3 to 5 business days after redemption. The amount of points/reward dollars deducted and the corresponding statement credit cannot exceed the available rewards account balance in your Program Account. No statement credit will be applied, in whole or in part, against any monthly minimum payment due.

RETAIL GIFT CARD/CERTIFICATE REWARDS

Businesses in the Base Rewards Tier and the Accelerated Rewards Tier may redeem points for retail gift cards/gift certificates.

Most gift cards/certificate items will be shipped within 5 business days of redemption and eCertificates will be delivered via Program e-mail within 72 hours of the order being placed. During the November/December holiday season it may take longer to receive your First Citizens Rewards redemptions due to seasonally high demand. Gift cards and gift certificates are valid at a variety of national and regional merchants. Any expiration dates will be printed on the front of the gift card/certificate and cannot be extended beyond the expiration date.

Complete Terms & Conditions for individual gift cards/certificates can be found on the Program website at www.firstcitizensrewards.com.

Gift cards/certificates/eCertificates are not replaceable if lost, stolen, destroyed, or expired. Gift cards/certificates/eCertificates may not be resold, are not redeemable for cash and are void if sold for cash or other consideration. Gift cards/certificates/eCertificates must be surrendered at redemption. Gift cards/certificates are considered void if altered, photocopied, or reproduced. Retailers have the right to restrict usage, and participation by retailer is subject to change.

MERCHANDISE REWARDS

Businesses in the Base Rewards Tier and the Accelerated Rewards Tier may redeem points for merchandise rewards.

Most merchandise items will be shipped directly from the merchant within two to three (2-3) weeks of redemption. You will receive an e-mail confirming your redemption. Merchandise can only be shipped to a U.S. address (no P.O. Box).

Rewards for merchandise and services are subject to availability, and some rewards have limited availability. First Citizens reserves the right to substitute a reward of equal, similar or lesser value in the event First Citizens determines that the chosen reward is unavailable. If a substitute is not available, we will contact you with this information. Merchandise featured in print communications or on the Program website may not necessarily reflect exact colors or models of the actual reward due to printing variation and/or manufacturers' model or style updates, or due to the use of photos or facsimiles for general representation of merchandise. First Citizens is not responsible for manufacturer products. Please see manufacturers' individual warranty policies for product information.

A return authorization number is required for returns of defective merchandise, and must be requested within thirty (30) days of receipt. Please contact us and indicate the nature of the defect. We will promptly issue a prepaid return label and send out the replacement upon receipt of the defective unit. For items reported more than thirty (30) days from receipt, we will provide business with proof of purchase. This proof of purchase may be used directly with the manufacturer to arrange for appropriate service or return. For some products, the manufacturer does not allow



returns but provides exceptional warranty service (such as Apple). Therefore the business may receive instructions on how to obtain warranty service as opposed to a complete reward replacement. All items must be returned in the original manufacturers' packaging along with all parts, accessories, and paperwork. Modified, damaged, or abused products will not be accepted for replacement or credit. You should inspect items immediately before signing for delivery or relocating. Damages and shortages must be reported within forty-eight (48) hours of receipt. If appropriate, the shipper will arrange for pick-up of the item and a replacement will be sent out upon receipt of the damaged product. Damaged merchandise should not be moved to a different location for pick-up. Items returned as undeliverable will be credited to the business.

DONATIONS

Businesses may redeem points/reward dollars for donations.

Donations are available in increments of \$10 (or 10,000 points) and upon redemption you will receive an email confirmation containing tax reporting information if needed.

TRAVEL REWARDS

Businesses in the Base Rewards Tier and the Accelerated Rewards Tier may redeem points for travel rewards.

Businesses may redeem points in a one-step process for travel rewards through our full-service travel partner, Connexions Travel (or other travel agency partner designated by First Citizens from time to time, "Travel Agency Partner"). Tickets may be booked through the Program website at www.firstcitizensrewards.com or by calling the First Citizens Rewards Center at 1.866.645.1694, Option 1. The number of points required to redeem for a reward is based on the actual cost of the trip booked. If you don't have enough points to book your travel, you can pay the additional cost with your First Citizens Card. Minimum point amounts may apply to some bookings.

Airline tickets booked through the Travel Agency Partner via the First Citizens Rewards Center will be subject to a redemption fee of \$20 or 2,000 points. Airline tickets booked through the Program website will be subject to a redemption fee of \$15 or 1,500 points.

Airline tickets may be ordered through the Travel Agency Partner for one roundtrip ticket on a scheduled carrier. No open jaw (ticket purchased where the traveler returns to the airline from a city other than the one in which he arrived or the final destination is not the same as the original departure city), open return (ticket purchased for round-trip travel without a specified return time and date), standby, or stopover trips are allowed. This ticket may not be combined with certain special or promotional fare offer or any other discount, certificate, coupon, Senior Citizen discount, off-tariff, non-published or other privately negotiated discount fares, group or block discounts, meeting fares, military or other government fares.

Travel Rewards exclusive to businesses in the Accelerated Rewards Tier: Businesses in the Accelerated Rewards Tier may redeem 50,000 points for one continental flight when the flight is booked at least 21 days in advance and includes a Saturday night stay. This reward is only available for redemption on coach tickets priced below \$1,000.00. Tickets priced above \$1,000.00 are not eligible for this reward. Businesses in the Accelerated Rewards Tier may book tickets through the Program website at www.firstcitizensrewards.com or by calling the First Citizens Rewards Center at 1.866.645.1694.

- All travel rewards are subject to specific terms and conditions. Unless otherwise noted, airline reservations must originate from the contiguous 48 United States. The terms and conditions of any travel offer may be amended by the Program at any time. Ticket-issued travel rewards must be issued in the name of the redeeming cardholder or a member of their immediate family. First Citizens is not responsible for the performance of the travel provider's associates with the Program. All reservations are made subject to the conditions of carriage, supply or business of the party providing the service, which include exclusions and limitations of liability.
- All airline ticket rewards issued in exchange for Program Account points are non-refundable after ticket issuance.
- Changes, exchanges or refunds are subject to airline rules in effect at the time of original ticket issuance and pricing in effect at the time changes are made. Some previously purchased tickets can be exchanged subject to a per-ticket airline change fee plus any difference in fare. Some previously purchased tickets may not be reissued once travel has commenced. Any changes will incur a \$25.00 fee payable at the time the change is made. Any fees paid with points will not be refundable.
- Once redeemed, points for voluntarily cancelled or refunded tickets may not be reinstated to your Program Account. Once tickets are purchased, they are non-transferable.
- Accrual of frequent flyer mileage and airline mileage upgrade is subject to airline terms and conditions at the time of ticket issuance.
- All tickets will be issued electronically when available. Issuance of a paper ticket is subject to airline rules and fees. A delivery charge will apply to all tickets or documents sent via "express" or "traceable" type mail. First Citizens does not recommend using regular U.S. mail and maintains no responsibility for lost or stolen tickets or documents.
- Non-ticketable taxes, such as airport departure taxes specific to certain destinations, that cannot be calculated nor paid in advance nor assessed at the time of ticketing are the responsibility of the traveler and must be paid at the airport.
- First Citizens reserves the right to pass on any special, unique or ad hoc airline-imposed taxes, fees or surcharges.
- First Citizens may, at its discretion, change the Program or redemption rules at any time, with or without notice on a retroactive and/or prospective basis. Any rewards may be withdrawn or subject to increased points or other cash surcharges or other restrictions.
- Travel Agency Partner acts solely as the sales agent for travel suppliers and is not liable for actions or inactions of such suppliers.
- All other rules of the respective carrier apply. Classes of service are subject to change at any time, with or without notice.
- Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets and documents are not exchangeable, refundable, transferable or redeemable for cash.
- All travel rewards are subject to the rules and restrictions imposed by the individual travel companies, airlines, hotels, rental car, and cruise line and tour companies. Compliance with these rules is the responsibility of the business. Airline ticket travel rewards are not refundable nor may they be returned to the Program for a credit of points to the original account. They are non-changeable unless permitted by the airline issuing the ticket. Fees that apply due to permitted changes by the airline are the responsibility of the traveler. Enroute stopovers are not permitted unless they are to make direct connections within the carrier's rules.



MISCELLANEOUS

RESPONSIBILITY

Neither First Citizens, Kobie Marketing, Inc., other Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates assumes any responsibility or liability for, or makes any warranty regarding, any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of, rewards account balances, credits received and redeemed or other Program activities. Neither First Citizens, Kobie Marketing, other Program partners, nor any of their respective officers, directors, employees, agents, successors or affiliates is responsible or liable for any problem or technical malfunction relating to or arising from any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of any e-mail or enrollment to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including any injury or damage to your or any other person's computer related to or resulting from participation in or downloading any materials related to the Program. If for any reason the Internet portion of the Program is not capable of functioning as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Program, First Citizens reserves the right, in its sole discretion, to disqualify any individual who it determines may have caused or contributed to the onset of such occurrence, and/or who tampers with the entry process, and to cancel, terminate, modify or suspend the Program.

Neither First Citizens, Kobie Marketing, or other Program partners are liable for errors or omissions by its employees, contractors or agents in the printing or other dissemination of Program communications, Program mailings, other related materials or the Program website, or any other form of communication, and/or in interpreting or carrying out the terms of the Program.

DISQUALIFICATION

First Citizens in its sole discretion may disqualify you from participation and prohibit you from earning or redeeming points/reward dollars in the Program if First Citizens suspects that (i) you've engaged in fraudulent activity relating to your Program or (ii) you've misused the Program in any way.

INDEMNIFICATION

By accepting points/reward dollars or rewards or otherwise participating in the Program, or by accepting or using a First Citizens Card, you agree to indemnify each of First Citizens, Kobie Marketing, other Program partners, and each of their respective officers, directors, employees, agents, affiliates and successors for any and all claims, damages, expenses, losses and causes of action (including attorney fees and court costs) incurred or suffered by any of the foregoing persons or entities and arising out of or relating to your breach of any provision of these Program Rules, or any materials (regardless of form) that are provided by you. You agree to cooperate as fully and reasonably required in our defense and/or settlement of any such claim. First Citizens reserves the right to assume exclusive control over the defense and settlement of any matter subject to indemnification by you.



DAMAGES

Any attempt to deliberately damage any website or undermine the legitimate operation of the Program is a violation of criminal and civil laws. First Citizens reserves the right to seek damages for any such attempt to the fullest extent permitted by law.

DISPUTES

You have sixty (60) days to notify us of any potential dispute concerning your First Citizens Rewards points/reward dollars accrual or redemption and/or other Program activities or terms and conditions. Please notify us by sending a letter addressed to P.O. Box 3854, St. Petersburg, FL 33731, by visiting the Program website at www.firstcitizensrewards.com and clicking on the "Contact Us" tab, or by calling the First Citizens Rewards Center at 1.866.645.1694. We will investigate the matter. If following such investigation we determine it appropriate, we will re-credit your points/reward dollars up to sixty (60) days for the amount in dispute, or determine that a different adjustment or no adjustment is necessary. All questions or disputes regarding eligibility for the Program, or the eligibility of points/reward dollars for accrual or redemptions, will be resolved by us at our sole discretion.

PRIVACY

Each cardholder who earns and/or redeems points/reward dollars and/or receives rewards consents to, and authorizes First Citizens, any of their respective subsidiaries and affiliates, and any non-affiliated third parties with whom any of the foregoing contract in order to manage and administer the Program, to share information about the cardholder and the card account (including the Program component) as necessary or appropriate to effect, administer, enforce, service, or fulfill the terms of the Program. In addition, if the business redeems points/reward dollars at the Program website, then he or she thereby consents to and authorizes each of the foregoing parties to communicate with the business through electronic mail in order to accomplish the foregoing purposes. The business consents and authorizations shall be effective while the card account is open and shall not be superseded by any future privacy statement or opt-out notifications or elections the business may make. To view the First Citizens Bank privacy policy, visit <https://www.firstcitizens.com/privacy-security>. A copy of the policy is provided to all First Citizens cardholders as required by law.

GOVERNING LAW

All aspects of the Program are governed by the laws of the State of North Carolina (without regard to its conflicts of law principles) and by applicable federal law, no matter where you live or use the Program. This Program (or as applicable, any feature thereof) is void where prohibited by federal, state or local law.

DISCLAIMERS

First Citizens is not affiliated with any rewards suppliers or merchants including airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants listed above. They are all independent service providers. No airlines, hotels, cruise lines, car rental agencies/companies, restaurants, or retailers/merchants listed above or in any marketing materials, are sponsors or co-sponsors of the Program.



WE MAKE NO EXPRESS OR IMPLIED REPRESENTATION OF WARRANTY AS TO ANY REWARDS AND WILL NOT BE LIABLE FOR INJURY, DAMAGE, LOSS OR EXPENSE RESULTING FROM YOUR ACCEPTANCE OR USE OF A REWARD. All registered marks, trademarks and service marks belong to their respective owners. KEEP THESE PROGRAM RULES FOR YOUR RECORDS.

Visit the Program website at www.firstcitizensrewards.com for the most recent version of these First Citizens Rewards Program Rules.