

First Citizens Rewards[®]

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

Effective: December 6, 2023

SECTION 1: General

SECTION 2: Program Account – Earning Points/Reward Dollars

SECTION 3: Pooling Points

SECTION 4: Gifting Points

SECTION 5: Points/Reward Dollars Expiration

SECTION 6: Rewards Redemption

SECTION 6.1: Cash Back & Account Credits

SECTION 6.2: Pay Me Back[®] Statement Credit

SECTION 6.3: Retail Gift Card/Certificate Rewards

SECTION 6.4: Merchandise Rewards

SECTION 6.5: Donations

SECTION 6.6: Travel Rewards

SECTION 7: Miscellaneous

SECTION 1: GENERAL

First Citizens Rewards is a marketing program (“Program”) that is offered as a benefit for eligible First Citizens Bank credit card cardholders. 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, points/reward dollars 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 earned 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 each eligible cardholder who is a participant/member in the Program. “First Citizens Card” refers individually or collectively to the credit card issued by us pursuant to which transactions made thereunder are eligible for the applicable benefits of the Program for which the cardholder has enrolled. 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.

The Program consists of three categories of rewards: (1) “Points Rewards” which allows cardholders to earn and redeem “points” for rewards (including statement credits, cash, travel, gift cards/certificates and merchandise), (2) “Cash Back Rewards” which allows cardholders to earn and redeem “reward dollars” for cash and statement credits, and (3) “Secured Cash Back Rewards” which allows Secured Credit Card cardholders to earn and redeem “reward dollars” for cash and statement credits. Within the Points Rewards category, there are two tiers: (i) the no annual fee base rewards tier (“Base Rewards Tier”) and (ii) the annual fee tier which earns points more quickly than the Base Rewards Tier (“Accelerated Rewards Tier”). These Program Rules apply to all categories and all 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.

SECTION 2: PROGRAM ACCOUNT – EARNING POINTS/REWARD DOLLARS

New cardholders enrolled 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 and reward dollars cannot be earned until an eligible First Citizens Card has been established and a card account number has been assigned to you. At the Base Rewards Tier, you will earn one (1) point for each net dollar you spend for net retail purchases (gross retail purchases less any returns or credits). At the



Accelerated Rewards Tier, you will earn one and a half (1.5) points for each net dollar you spend for net retail purchases. With Cash Back Rewards and Secured Cash Back Rewards, you will earn one (1) reward dollar for each one hundred (100) net dollars you spend for net retail purchases.

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 Tuesday 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, cardholders may earn up to 10,000 points per calendar month. There is no monthly point cap for Cash Back Rewards, Secured Cash Back Rewards, or the Accelerated Rewards Tier. All points earned, redeemed and expired will be determined based on a first-in, first-out ("FIFO") accounting convention.

Cardholders enrolled in the Base Rewards Tier may elect to upgrade to the Accelerated Rewards Tier at any time for an annual rewards membership fee of \$50 or 5,000 points, which may be charged as a purchase to the card associated with the Program or by redeeming available points. Cardholders enrolled in Cash Back Rewards may move to the Base Rewards Tier at any time at no cost, or to the Accelerated Rewards Tier. Cardholders in Secured Cash Back Rewards are not eligible to upgrade or change Programs. The annual rewards membership fee for the Accelerated Rewards Tier is \$50 or 50 reward dollars, which may be charged as a purchase to the card associated with the Program or by redeeming any available points/reward dollars. At any time, these cardholders may elect to downgrade to the Base Rewards Tier; however, the annual rewards membership fee will not be refunded. Any permitted request to move between or among Program categories or 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. All annual rewards membership fees will be automatically charged to the card associated with the Program on the anniversary of the Program enrollment date, unless the cardholder redeems 5,000 points/50 reward dollars 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.

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 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 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, in which case, the applicable law concerning the loss of points 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.

SECTION 3: POOLING POINTS

Cardholders may “pool”, which means combine, the points in their Program Account earned from their First Citizens Card account(s) (if more than one card account) or with other cardholders’ Program Account(s). If you choose to pool the points in your Program Account(s) with other cardholders, you acknowledge that you relinquish control over who redeems any points in the pool, including your own. This pooling functionality is not available to cardholders in Cash Back Rewards or Secured Cash Back Rewards. There is no limit to the number of Program Accounts that can be pooled and no existing relationship constraints (same last name, street number, etc.) are required to pool Program Accounts; provided, that (1) cardholders may only pool points among other consumer cardholders; and (2) each individual Program Account can only participate in one pool at any time. If a cardholder is already in a pool with one Program Account, they must unlink their current pooled account to join another pool. There is no loss or forfeiture of points in this scenario.

All cardholder requests for pooling, even for cardholders pooling among their own First Citizens Card accounts, must be completed online through the Program website at www.firstcitizensrewards.com. You must send an electronic invitation to any eligible First Citizens Card cardholder that you would like such recipient to join a pool (including yourself in order to pool your First Citizens Card accounts). All cardholders must accept your invitation before Program Accounts may be pooled. All cardholders must read and agree to the terms and conditions for pooling points due to the inherent risk for cardholders when choosing to pool all of the points they have earned individually with others in the pool.

When redeeming, the oldest points in the aggregate pool (first-in) are the first to be redeemed (first-out) regardless of the individual cardholder that has requested the actual redemption, or earned the original points.

Additionally, cardholders in the pool cannot control specifically who other members of their pool choose to invite to join the pool. All cardholders in an existing pool will be alerted by e-mail (for those cardholders in the pool that have registered a valid e-mail address) when a member of the pool invites a new member to join the pool. The initiating cardholder in the pool can discontinue participating in the pool at any time but cannot decide who can join the pool. All accepted invitations must be validated for security purposes against the User ID and Password for cardholders that have registered on the Program website. Actual account information will be validated for cardholders not previously registered on the Program website.

All cardholders participating in the pool will have access to view detailed information on their own personal Program Accounts via the Program website by entering their credit card login information. Pooled members can only see their own personal detailed transaction history attached to their Program Account, and will have access to view available pooled points in aggregate. All cardholders in the pool may redeem any points available within



the pool, regardless of which account earned the points originally. Points are redeemed based on first-in, first-out principles, regardless of who earned the points or who redeemed the points.

LEAVING THE POOL

Cardholders that choose to leave a pool must request to be “unlinked” via the Program website. Any member of the pool can leave the pool at any time and without notice. Upon the voluntarily or involuntarily closing of an account, a cardholder will not receive a reminder to redeem points earned. Once the account is closed, all points for this member of the pool are surrendered and deducted from the pool. If a cardholder is unlinking from the pool (but not closing an account) the rewards account balance from the departing cardholder will be retained by that cardholder, and deducted from the pool. For example, if three cardholders pool their points and one cardholder decides to leave the pool and keep his or her individual points segregated, the Program Account(s) is unlinked and the individual’s earned points that have not yet been redeemed are retained on that cardholder’s Program Account.

SECTION 4: GIFTING POINTS

Cardholders may transfer some or all of the points in your Program Account to a second Program Account in your name or transfer some or all of the points in your Program Account to another Program Account at First Citizens. This transfer functionality is not available to cardholders in Cash Back Rewards or Secured Cash Back Rewards. There are no existing relationship constraints (same last name, street number, etc.); provided that cardholders may only transfer points between other consumer cardholders. All point transfers must be completed online through the Program website at www.firstcitizensrewards.com.

Your transfers are remitted immediately when processed. Only the primary cardholder with the authority to redeem on the Program Account may transfer points. You will be able to transfer your points on the Program website using the “Transfer Points” feature. The Program Account/pool being debited for the points being transferred as well as the account receiving the transferred points must be with First Citizens and must be open and in good standing. You may not transfer points to a closed account or to an account outside the Program.

To complete a transfer, visit the Program website at www.firstcitizensrewards.com and select the “All About Points & Rewards” tab and then select “Gifting Points.” Enter the required information for the recipient, including the recipient’s first name, last name, e-mail address and point amount. You have the option to include a personalized message with your gift and to receive a copy of the invitation. Finally, you must acknowledge that you have read and agree to the terms and conditions and click the “Submit” button to complete your transfer. Points cannot be transferred using the First Citizens Rewards Center. However, you may contact us for assistance in completing the point transfer online.

Transferred points will be determined based on a first-in, first-out accounting convention. All points are time-stamped according to when they are earned. When transferring, the oldest points (first-in) are the first to be transferred (first-out). All transferred points will retain their original expiration date; however, points transferred to cardholders in the Accelerated Rewards Tier will not be subject to expiration. No transfers will be allowed between cardholders in the same pool, if applicable.



SECTION 5: POINTS/REWARD DOLLARS EXPIRATION

Points/Reward dollars earned in the Base Rewards Tier, Cash Back Rewards, and Secured Cash Back Rewards are available for redemption for a three (3) year term. Base and bonus points/reward dollars will have the same three (3) year expiration 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, 2018, will expire on January 31, 2021.

For the Accelerated Rewards Tier, points do not expire as long as the cardholder maintains the Accelerated Rewards Tier. However, if a Program Account is downgraded to the Base Rewards Tier, all points will immediately have the applicable expiration dates applied from the time they were earned. Any points transferred as provided in Section 4 will expire based on the expiration policy of the recipient's Program Account level.

SECTION 6: REWARDS REDEMPTION

(a) Cardholders 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, (ii) credit towards your First Citizens personal loan or mortgage principal ("Account Credits"), (iii) Pay Me Back statement credits, (iv) merchandise, (v) donations; and (b) Cardholders in the Accelerated Rewards Tier have access to (i) travel rewards, including airline tickets, hotel, car rentals, cruises, tours and experiences (ii) and a fixed point value airline travel; and (c) Cardholders in Cash Back Rewards or Secured Cash Back Rewards may redeem reward dollars for (i) Account Credits and (ii) statement credits; in each case, as explained in further detail below and 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. You must first create an account User ID and Password to access the website directly, or you may choose to access the Program website through your First Citizens Digital Banking account. Cardholders 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 points earned, redeemed and expired will be determined based on a first-in, first-out accounting convention. All points are time-stamped according to when they are earned by the aggregate members of the pool. When redeeming, the oldest points in the aggregate pool (first-in) are the first to be redeemed (first-out) regardless of the individual cardholder that has requested the actual redemption.

All additional fees and costs, including but not limited to, travel redemption fees, and expedited shipping are the responsibility of the cardholder 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 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. All redemptions of points/reward dollars for Account Credits may only be redeemed in designated increments.

Rewards will only be shipped to your 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.

SECTION 6.1: CASH BACK & ACCOUNT CREDITS

Cardholders may redeem points/reward dollars back into other First Citizens banking products:

- Cash Back to an existing First Citizens Bank checking account, savings account or credit card account
- Account credits to pay down the principal of a personal loan or mortgage

All redemptions must be completed via the Program website at www.firstcitizensrewards.com. A statement credit back to your First Citizens Card can also be redeemed via the First Citizens Rewards Call Center. The redemptions will post within 2-5 business days. All redemptions must be completed in increments of \$25 (2,500 points or \$25 reward dollars). No partial redemptions are permitted. All points/reward dollars will be immediately deducted from your available rewards account balance. The amount of points/reward dollars deducted and the corresponding credit cannot exceed the available rewards account balance in your Program Account. No account credit will be applied, in whole or in part, against any monthly minimum payment due.

SECTION 6.2: PAY ME BACK[®] STATEMENT CREDIT

Cardholders 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.

SECTION 6.3: RETAIL GIFT CARD/CERTIFICATE REWARDS

Cardholders 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.

SECTION 6.4: MERCHANDISE REWARDS

Cardholders 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 cardholder 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 cardholder 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 cardholder.

SECTION 6.5: DONATIONS

Cardholders can redeem rewards as charitable donations to select charities via the Program website. 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.

SECTION 6.6: TRAVEL REWARDS

Cardholders in the Accelerated Rewards Tier 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 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.

Using the fixed point value airline ticket reward feature, Cardholders 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 between \$1,000 and \$500.00. Tickets priced above \$1,000.00 and below \$500.00 are not eligible for this reward. Redemption fees as described above apply.

- 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 cardholder. 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.

For additional information about travel, please click on the Travel Terms & Conditions link which can be found at the bottom of our travel portion of www.firstcitizensrewards.com. The Travel Disclosures are a part of this agreement.



SECTION 7: 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 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

If you have a dispute concerning 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 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, 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 cardholder 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 cardholder through electronic mail in order to accomplish the foregoing purposes. The cardholder 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 cardholder 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.

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