

# **BUSINESS BAYREWARDS TERMS AND CONDITIONS**

Effective December 10, 2021



831.479.6000 • [www.bayfed.com](http://www.bayfed.com) • 888.4BAYFED

## **PROGRAM TERMS AND CONDITIONS**

- I. DESCRIPTION OF THE PROGRAM
- II. EARNINGS POINTS
- III. REDEEMING POINTS
- IV. TRAVEL REWARDS
- V. NON-TRAVEL REWARDS
- VI. TOLL-FREE PARTICIPANT ACCESS  
& CONTACT INFORMATION

### **I. Description of the Program**

- a) The rewards program ("Program") is a service provided by Bay Federal Credit Union ("Sponsor") and managed by ampliFI Loyalty Solutions, LLC ("Administrator").
- b) Participation in the Program is exclusive to those who have a current Bay Federal Business Debit Card and/or Bay Federal Business Credit Card issued by the Sponsor ("rewards card"). These individuals are defined as ("Cardholders").
- c) The Sponsor reserves the right to disqualify any Cardholder from participation in the Program and invalidate all points for abuse, fraud, or any violation of the Program terms and conditions. The Sponsor may make such a determination in its sole discretion.
- d) The rewards program is void where prohibited by federal, state, or local law.
- e) The Sponsor and the Administrator are not responsible for typographical errors and/or omissions in any Program document.
- f) The Sponsor and the Administrator reserve the right to change the terms and conditions as well as the points required for a reward within the rewards Program. At the Sponsor's option, redemption of points may be restricted, limited, expired, or cancelled at any time without prior notice.
- g) Eligibility in the Program is restricted to individuals who have a statement address within the 50 United States, the District of Columbia or any U.S. Possession or Territory.
- h) The Program's Privacy Policy is available at the Program's website on the bottom of each page.
- i) The Sponsor and the Administrator, and their respective directors, officers, and employees, make no representations or warranties, either express or implied, including those of merchantability or fitness for a particular purpose, in connection with the Program. Each Cardholder participating in the Program agrees to indemnify and hold harmless the Sponsor and the Administrator, and their respective directors, officers, and employees, from and against any loss, damage, liability, cost, or expense of any kind (including reasonable attorneys' fees) arising from the Cardholder's use of the Program, any fraud or misuse of the Program, a violation of these Terms and Conditions or applicable law or the rights of any third party.

## **II. Earnings Points**

- a) Cardholders will earn (“points”) for qualified transactions made at participating merchants using their rewards card (“qualifying transactions”).
- b) Points will be accumulated at the rate of:
  - i. One point per every two (2) dollars of each Qualifying Transaction using Cardholder’s enrolled Bay Federal Business Debit Card in signature or PIN-based transactions.
  - ii. One point per every one (1) dollar of each Qualifying Transaction using Cardholder’s enrolled Bay Federal Business Credit Card.
- c) Point earnings are based on the net retail purchase transaction volume (i.e., purchases less credits, returns and adjustments) charged to the rewards card during each day by the Cardholder. Net purchases are rounded to the nearest dollar and are subject to verification. If a transaction is subject to a billing dispute, the point value of the transaction may be deducted from the point total during the dispute period. If the transaction is reinstated, points will be reinstated.
- d) In the event of fraud, abuse of program privileges or violation of the program rules (including any attempt to sell, exchange or transfer points or the instrument exchangeable for points), the program Sponsor reserves the right to cancel Cardholder’s membership in the rewards program.
- e) If more than one credit or debit card has been issued for the same account, the points earned from each card will automatically be pooled together into one available point balance.
- f) Points may not be combined with any other loyalty/frequency reward program that is not managed by the program’s sponsor.
- g) The Sponsor reserves the right to award bonus points to selected Cardholders for any activity or condition it decides.
- h) Points are not the property of the Cardholder, and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
- i) Points are tracked and redeemable on a first-in, first-out basis. Points will expire on the last day of the month, five (5) years after the date of issuance.
- j) The Sponsor and the Administrator shall have no liability for disagreements between Cardholders regarding points. The Sponsor’s decisions regarding point discrepancies shall be final.

## **III. Redeeming Points**

- a) To redeem points, follow the instructions below, visit the program’s website or call the customer service department. All contact information is listed at the bottom of these Terms and Conditions.
- b) To be eligible to redeem points, the Cardholder’s account(s) must be open (meaning not voluntarily closed, canceled or terminated for any reason) and the rewards card cannot have any other status preventing authorizations.
- c) Points are deducted from the Cardholder’s point balance as soon as they are redeemed.

- d) Points must be redeemed by the Cardholder but can be used to provide a reward for another person of their choice.
- e) The Cardholder agrees to release the Sponsor and Administrator, and its vendors from all liability for any injury, accident, loss, claim, expense or damages sustained by the Cardholder, associated with a reward or use of rewards while participating in this program and in the case of a travel reward, anyone traveling with or without the Cardholder, in connection with the receipt, ownership, or use of any reward. The Administrator and the Sponsor shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the reward.
- f) The Cardholder is responsible for determining any tax liability arising from participation in the program. Consult a tax advisor concerning tax consequences.
- g) Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. The Sponsor and the Administrator are not responsible in any way for the products or services provided by participating merchants and third party service providers.

#### **IV. Travel rewards**

The administrator's travel redemption center is able to take care of all travel arrangements. They are a full-service agency that can assist with air rewards, hotel, auto, vacation and cruise reservations.

- a) General Terms and Conditions related to Travel:
  - i. Reward redemptions that are included as part of your transaction will be deducted from your reward program account.
  - ii. Payments by credit card will appear on your monthly card statement as "CL \*Trip Charges" or as a charge from the applicable airline, hotel, car rental, activity, cruise or tour provider (each, a "Supplier" and collectively, "Suppliers").
  - iii. Travel Services may cancel the booking in the event of non-payment or payment dispute and standard penalties imposed by the Suppliers, up to the full amount of each ticket/reservation, will be applied.
  - iv. All bookings made by Travel Services shall comply with all applicable U.S. laws, rules and regulations including, without limitation, sanctions issued by the Office of Foreign Assets Control. Such sanctions may prevent Travel Services from offering travel to specific destinations or individuals. To assist Travel Services with its compliance with laws, rules and regulations, Travel Services may ask you for additional information. Any booking made, or in good faith believed to be made, in violation of U.S. law, will be cancelled by Travel Services, in its sole discretion, with no liability to you other than to issue a refund, if permitted by law.
  - v. CANCELLATIONS AND CHANGES. Reservations are subject to the rules of each Supplier on your itinerary; some reservations cannot be cancelled, other reservations may incur program fees and/or Supplier fees to cancel or change. Refunds, if permitted, typically take 2 billing cycles for us to receive from the vendor and for it to then appear in your account(s). Refunds are subject to the policies of the

individual Supplier. All refund requests must be submitted within 30 days after the scheduled departure date and any negotiable documents (i.e. airline tickets, redeemable certificates or vouchers, etc.) issued must be returned to Travel Services prior to processing any refund. For reservations made with points/miles, partial refunds may be returned in the form of a check for the amount of the refund.

Please note: The cancellation policy for reservations made through our program may differ from the cancellation policy for reservations made directly with the supplier.

#### b) General Travel Information

Approved, government issued photo identification is required at check in and must match the full name on the reservation for travel. Due to the Real ID requirements, your driver's license or ID card may not be accepted for travel after certain dates. For the most current information on the Real ID requirements, please visit: <https://www.dhs.gov/real-id>. If this is an international trip, you will need a Passport and you may need a Visa and you may need to satisfy certain health requirements. Passports usually need to be valid for a specified period of time (such as six months) after your scheduled return date. For foreign entry requirements, go to <http://travel.state.gov> or contact the embassy/consulate of the country to which you are travelling, including layover and stopover destinations, to determine entry documentation and other requirements, such as immunizations that you must satisfy, including return entry into the country from which you departed. It is your responsibility to obtain proper travel identification and satisfy all requirements for each location on your itinerary, including layover and stopover destinations. Carriers cannot board any passenger who fails to carry required documents. Some carriers may require you to show the credit card used as payment for your ticket(s).

- i. Minors under the age of 18 who are traveling with only one parent may be required to have additional documentation. Please contact your airline or the embassy/consulate of the country from which you are departing and the country to which you are traveling for additional information.
- ii. Travel Services has no special knowledge regarding the suitability for disabled persons for any travel itinerary. Travel Services also has no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which you may travel.
- iii. For information concerning possible dangers at international destinations, Travel Services recommends contacting the Travel Advisory Section of the U.S. State Department at 202-647-5225.
- iv. For medical information, Travel Services recommends contacting the Centers for Disease Control and Prevention at 800-232-4636. For foreign health requirements and dangers, go to <http://www.cdc.gov/travel>.
- v. Travel reservations are subject to the rules of each Supplier on your itinerary. The information and descriptions given about the Suppliers are believed to be accurate, but Travel Services makes no warranty or representation regarding the information and descriptions.

- vi. The passenger's ticket(s), when issued, or the electronic reservation, shall constitute the sole contract between the Supplier and the purchaser and/or passenger. Travel Services shall have no liability for any actions or omissions of the Supplier.
- vii. Travel Services shall have no responsibility for any credit or voucher issued by any Supplier, and any questions or issues you may have with respect to such credit or voucher must be addressed directly with the Supplier.
- viii. Special requests made to a Supplier are on a request only basis and cannot be guaranteed. Fees, taxes and charges may apply, depending on the service request.
- ix. Upgrades are not permitted on certain itineraries. Please check with the Supplier directly.
- x. Supplier policies are subject to change at any time without notice.
- xi. Travel Services is not responsible for any lost or damaged luggage.
- xii. Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs. The name connected to the frequent flyer program or loyalty program must match the traveler listed on the itinerary or the Supplier may invalidate the booking.

#### c) Hazardous Materials

- i. Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 USD or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.
- ii. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information contact the airline directly.

#### d) Baggage Fees

- i. Baggage policies and fees, for carry on and checked baggage, vary by Supplier. Some Suppliers charge a fee for the first and/or second standard-sized checked bag. Please check with the Supplier for baggage charges, size limitations, weight and other restrictions. Baggage fees may vary depending on whether the travel is Domestic or International. A list of air carriers and their fees for checked baggage can be found at <http://www.airlinebaggagecosts.com>.

#### e) Destination Taxes

- i. Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash, in local currency, on location.

## f) Airline Terms and Conditions

- i. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and, if permitted, are subject to airline rules, airline penalties up to the full amount of each ticket plus, in the case of a changed ticket, fare difference charges, and may also be subject to program fees. If the ticket is refundable, there may be cancellation fees to refund the ticket. Note: If there is more than one carrier on your itinerary, airline rules, airline penalties and change fees may apply to EACH airline on your itinerary and each change made.
- ii. A small number of air carriers may require Travel Services to confirm flight availability when booking. If there is any issue with availability, a travel representative will contact you within 24 hours to make alternate flight arrangements at no additional cost.
- iii. In some situations an airline may issue you a credit "in lieu of" a refund according to the fare rules associated with the individual booking. If a credit is issued by an airline, it is held by the airline in the name of the individual who was the passenger of record on the original reservation. This credit can be used towards the payment for the booking of a new trip under the following conditions:
  - a) The new reservation is in the name of the same passenger as the canceled booking;
  - b) The new reservation is on the same airline as the original reservation;
  - c) All travel associated with the new trip must be completed prior to the date specified by the airline which is determined by the fare rules of the original ticket and the original class of service;
  - d) You are responsible to pay any exchange fees charged by the airline related to the making of a new reservation as well as any additional charges, fees or fare increase;
  - e) Credit cannot be applied against an existing reservation.
  - f) If a refund or a credit is not issued by the Supplier, the canceled reservation will have no value for future use.
- iv. Airlines may impose additional costs and fees for baggage, meals, beverages and other services. These costs are your sole responsibility.
- v. Unused tickets contain no value if not canceled prior to scheduled departure date/time as specified by the airlines fare rules.
- vi. Tickets cannot be reassigned or transferred to a different passenger or airline.
- vii. Flight schedules are subject to change. Travel Services is not responsible for any schedule change(s) or notifying you of such change(s). Please confirm the scheduled departure time(s) on the airlines' websites at least 48 hours prior to departure for domestic flights and at least 72 hours prior to departure for international flights to learn if your flight schedule changed.

- viii. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise your carrier if your travel plans change en route.
- ix. Check with each airline regarding its specific boarding and check-in requirements, it is always best to check-in within 24 hours of the flight. Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which you have a confirmed reservation. If this occurs, the airline will make alternative arrangements for you.
- x. Turboprop aircraft may exist on your itinerary. Airlines reserve the right to change aircraft equipment without notice to the booking travel agency or the consumer.
- xi. If a code-share flight exists in your itinerary (a flight where two or more airlines share the same flight), passengers must check in with the operating airline on day of departure.
- xii. All tickets will be issued at the time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. All paper tickets will be shipped within 48 hours.
- xiii. If your paper ticket(s) is lost, stolen, or destroyed, contact Travel Services immediately for details on how to process your claim. You may need to purchase a new ticket to travel while you are waiting for any permitted refund or credit. You remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier.
- xiv. Advance seat assignments, if available and allowed by airline, are not guaranteed and could be subject to additional fees. Please inquire with the airline about your boarding pass(es).
- xv. Please go to <http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements> to learn about the use of insecticides in certain aircraft.
- xvi. For information regarding airline liability limitations, baggage liability and other regulations of by the Montreal Convention, and other regulations, please consult your air carrier.
- xvii. More than 6 tickets booked on the exact same flights for the exact same dates, is not permitted. If we determine that you have booked reservations for more than 6 tickets in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the airline's individual fare rules.
- xviii. For flights that are destined for, transit through, or depart Canada, passengers may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations, which can be found at <http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>. For more information about your passenger rights please contact your air carrier or visit the Canadian Transportation Agency's website at <https://www.otc-cta.gc.ca/>.



## g) Hotel Terms and Conditions

- i. Hotel rooms are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the room/rate description. Check the terms carefully before making a hotel reservation for cancellation or change terms and fees. For rooms that are non-refundable, if you change or cancel your reservation at any time, you will still be charged the full reservation amount of room and tax for the entire stay.
- ii. If permitted, cancellations or modifications received at any time may be subject to a program fee in addition to any Supplier fees. Such fees will appear on your monthly card statement as "CL \*Trip Charges".
- iii. More than 9 rooms booked at the same hotel during the same dates, even if all the dates are not identical, is not permitted. If we determine that you have booked reservations for more than 9 rooms in separate reservations, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.
- iv. Hotel room reservations cannot be transferred or reassigned to another traveler and cannot be resold. If we determine that you have transferred or re-sold a reservation, those reservations are subject to cancellation and will incur applicable cancellation fees in accordance with the rate description.
- v. No shows are non-refundable and will result in a forfeiture of all payments made and points used by you in connection with the reservation, without credit due. If you think you may arrive at a hotel late, please contact the hotel directly to arrange for late arrival, if available. Actual times for "late" vary by hotel.
- vi. Early check-out from a hotel is not subject to a refund, unless allowed by the Supplier.
- vii. Contact Travel Services via the number listed on your itinerary for all cancellation or change requests. Cancellations or changes handled by the hotel directly may result in additional fees and/or the forfeiture of any refund due.
- viii. Government issued photo identification is required at check-in and must match the name on the reservation. Some properties have a minimum age requirement for check-in.
- ix. Policies for children vary by hotel. Please contact the hotel directly to learn whether child benefits are offered and whether there are child restrictions.
- x. Hotel reservations include room and applicable hotel taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges and cleaning fees, and any charges for incidentals that you incur are not included in your reservation rate and must be paid directly to the hotel. Incidental charges may include but are not limited to parking fees, babysitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities.
- xi. Due to hotel Supplier policies applicable to our preferred rates, your name may not be provided to the hotel until 24 hours prior to your arrival. Please contact Travel Services

directly for any special requests, such as bed type, smoking preferences or in-room amenities. Special requests are subject to hotel availability.

- xii. The hotel will require a major credit card, in the name of one of the guests, or a cash deposit upon check-in.
- xiii. Reservations do not include services not specified in the reservation confirmation.
- xiv. A reasonable attempt will be made to notify guests of hotel renovation or refurbishment if Travel Services knows of the same; however, Travel Services shall not be liable for any failure to provide such notification or for damages that may result from renovation or refurbishment.

#### h) Car Rental Terms and Conditions

- i. Cancellations or modifications received at any time are subject to the Supplier's cancellation policies and cancellation fees which could be up to the full amount of the reservation and may also be subject to a program fee. Such fee will appear on your monthly card statement as "CL \*Trip Charges".
- ii. No shows are non-refundable and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.
- iii. The early return of car rentals is not eligible for a refund, regardless of situation or notification from the car rental company.
- iv. Any additional taxes, fees and surcharges are subject to change without notice, may vary by location, and may be charged to the customer at pick-up.
- v. Rental rates are based on 24 hour periods and may be subject to additional fees depending on time of return, including but not limited to hourly rental charges, which will be billed directly to you by the car rental company. Certain car rentals may have a minimum rental period. Any rentals less than the required minimum days may be charged the minimum rental period.
- vi. Advance purchase car rental rates in the United States include unlimited mileage, taxes and fees. Car rental rates outside of the United States may not include unlimited mileage, taxes and fees and these will be assessed by the car rental location directly. Charges are billed directly by the car rental company and rates are subject to change.
- vii. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, are not included in your rental and must be paid directly to the car rental company.
- viii. Travel Services does not guarantee a specific make, model, or color of vehicle no matter what vehicle is reserved.
- ix. Geographic and cross border restrictions may apply.
- x. Renters must meet the minimum (and maximum, if applicable) age requirement where the car is being rented, have a valid driver's license, major credit card and some Suppliers require a good driving record. Most rental car companies do not accept debit cards. Some Suppliers charge a surcharge for drivers above or below certain

ages, which would be collected by the Supplier at the time of pickup. Suppliers reserve the right to deny car rentals for any reason, including past driving records.

- xii. Rentals outside the country in which you reside may require an international driver's license or compliance with other local requirements.
  - xiii. One-way rentals may or may not be permitted. If there are additional fees for one-way rentals, when permitted, these fees will not be included in the cost of the reservation. A reasonable attempt to advise of these fees will be made when this information is available to Travel Services.
  - xiv. Car rental redemptions may not be available for all locations and destinations.
  - xv. Local renters and renters driving out of state/country may be subject to additional restrictions.
  - xvi. Car rental rates do not include Collision Damage Waiver insurance and Theft Protection unless specified. Please contact your insurance company if you are unsure whether to accept rental car company insurance at the counter.
- i) Supplier Taxes and Fees (Applies for transactions that are not points redemptions only)
- i. In connection with facilitating your transaction, the charge to your debit or credit card will include a charge for taxes and fees which varies based on a number of factors including, without limitation, the amount paid to the Supplier, the location of the Supplier and your destination. This charge includes an estimated amount for taxes owed by the Supplier including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value-added tax and/or other similar taxes. In certain locations, the tax amount may also include government-imposed service fees or other fees required by law to be collected by the Supplier. The actual amount paid to the Supplier for taxes in connection with your reservation may vary from the amount estimated and included in your charges, but the total amount you pay will not vary from the amount quoted. The balance of the charge for taxes and fees, if any, is retained by Travel Services to cover the costs of your reservation, including, customer service costs.
  - ii. Travel Services is not the vendor collecting and remitting taxes to taxing authorities. Suppliers include all applicable taxes in the amount billed to Travel Services and Travel Services pays all such taxes directly to the Suppliers. Travel Services is not a co-vendor associated with any Supplier. Taxability, the tax rate and the type of applicable taxes vary by location.
  - iii. For transactions involving Suppliers located within certain jurisdictions, the charge to your debit or credit card for taxes and fees includes a tax that Travel Services is required to collect and remit to the jurisdiction owed on amounts retained as compensation for services.
  - iv. If you book accommodations in a location that charges a Goods and Services Tax or similar tax that is refundable to non-residents, Travel Services is unable to facilitate a rebate of such tax

## j) Liability Disclaimers

- i. Travel Services acts only as an agent for the Supplier in regards to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements.
- ii. Travel Services reserves the right to accept minor adjustments in the passenger's travel itinerary made by the Supplier. In the event of Supplier trip cancellation prior to departure, a full refund will constitute a full settlement of all liability.
- iii. Travel Services is not responsible for any changes initiated by the passenger with the Supplier.
- iv. Travel Services and its affiliates do not guarantee the accuracy of, and disclaim liability for inaccuracies relating to, the information and description of the hotel, air, cruise, car and other travel products displayed (including, without limitation, photographs, logos/icons, prices/rates, lists of hotel amenities, and general production descriptions), which information is provided by the respective suppliers. Hotel ratings are intended as general guidelines, and Travel Services and its affiliates do not guarantee the accuracy of the ratings.
- v. In instances where an incorrect (lower) price/rate is charged, Travel Services will use reasonable efforts to get suppliers to honor the quoted rate. If the supplier will not honor the rate, Travel Services will contact you and you may elect to cancel the booking or agree to keep the booking at the correct rate (or other rate offered by the supplier.)
- vi. Travel Services, its affiliates, and the suppliers make no representations about the suitability of the information, products, and services contained on this site for any purpose, and the inclusion of any products or services on this site does not constitute any endorsement or recommendation of such products or services by Travel Services or its affiliates. All such information, productions, and services are provided "as is" with out warranty of any kind. Travel Services, its affiliates, and the suppliers disclaim all warranties and conditions with regard to this information, products, and services, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title, and noninfringement.
- vii. The suppliers providing travel or other services are independent contracts and not agents or employees of Travel Services or its affiliates. Travel Services and its affiliates are not liable for the acts, errors, omissions, representations, warranties, breaches or negligence of any such suppliers or for any personal injuries, death, property damage, or other damages or expenses resulting therefrom.
- viii. Travel Services and its affiliates have no liability and will make no refund in the event of any delay, cancellation, overbooking, strike, bankruptcy, force majeure or other cause beyond their direct control, and they shall have no

responsibility for any additional expense, omissions, delays, rerouting or acts of any government or other authority. In no event shall Travel Services, its affiliates, and the suppliers be liable for any direct, indirect, punitive, incidental, special, or consequential damages arising out of, or in connection with, the use of this site or any information, products, and services obtained through this site, or otherwise arising out of the use of this site, whether based on contract, tort, strict liability, or otherwise, even if Travel Services, its affiliates, and/or the suppliers have been advised of the possibility of damages.

- ix. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages, so the above limitation may not apply to you.

#### k) Governing Law as it pertains to Travel Redemptions

These Travel Disclosures and any action or proceeding related thereto, whether in contract or tort, at law or in equity, shall be governed by, construed, and enforced in accordance with the laws of the state of New York, USA as they are applied to agreements entered into and to be performed entirely within such state. Any action in connection with any matters related to these travel disclosures, shall be brought only in the state or federal courts located in the state and city of New York and you expressly consent to the jurisdiction of said courts. All disputes which cannot be resolved between the parties shall be resolved individually, without resort to any form of class action.

#### l) Modification Of Travel Rules

Travel Services reserves the right to change these Travel Rules at any time without notice.

#### m) Seller Of Travel Registration Numbers

Loyalty Travel Agency LLC, who acts only as an agent for the Suppliers, makes the travel arrangements for you on behalf of Travel Services. State Seller of Travel registration numbers for Loyalty Travel Agency LLC in the states that require registration are: California 2097389-50 (registration as a seller of travel does not constitute approval by California. Loyalty Travel Agency LLC is not a participant in the Travel Consumer Restitution Fund); Florida ST38239; Hawaii TAR-6750, Iowa 987; and State of Washington 602 868 200.

## **V. Non-Travel Rewards**

### **a) Merchandise**

- i. When necessary, the Administrator may substitute a reward with an updated model of equal or greater value. Cardholders will be notified of any change when ordering. The rewards Program Administrator reserves the right to replace or remove certain sections within any program literature or website. All rewards are subject to availability.
- ii. Merchandise rewards may take two to four (2-4) weeks to be delivered from the time of order. Multiple rewards may arrive at different times because they may be provided by different vendors. Delivery times may increase during peak holiday periods.

- iii. No shipments of merchandise can be made to APO/FPO or PO Box addresses.
- iv. Merchandise shippable by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the US Virgin Islands will have an additional freight charge billed to the Cardholder's rewards card.
- v. Merchandise pictured in any reward's program brochure or website may not necessarily reflect exact colors or models of actual rewards due to printing variations and/or manufacturers' updates. Information is accurate to the very best of our knowledge. The Sponsor and the Administrator are not responsible for errors or omissions.
- vi. The number of points required for reward items are subject to change.
- vii. Cardholders may exchange merchandise only in the event of merchandise defects or damage in shipment. Some items are delivered by common carrier, where a delivery time is scheduled and someone must be present to accept delivery. When this is the case, the item must be opened in the presence of that carrier and any exceptions, damages, or shortages must be noted on the delivery receipt before Cardholders sign to accept shipment of merchandise. For those items that are delivered without being scheduled, please inspect the item within 24 hours of delivery and notify the customer service center if you find any exceptions, damages, or shortages.
- viii. All merchandise is covered by manufacturer's warranties. Any such defect should be handled through the standard manufacturer repair facility as noted with product.

#### **b) Gift cards/certificates and eGift Cards/Gift Codes**

- i. Points may be redeemed for physical gift cards/certificates from select merchants. Most gift cards and certificates are delivered within two to three (2-3) weeks, to the address specified on the order file with the Administrator, as long as it is within the United States and its territories. Delivery times may increase during peak holiday periods.
- ii. Gift cards/certificates cannot be returned, and are not redeemable for cash or credit.
- iii. All other sales and/or use taxes including shipping and handling charges of items purchased using a gift card or certificate are the responsibility of the Cardholder and are subject to the merchants' policies in effect at the time of redemption. Purchases in excess of the amount of the gift cards are at the Cardholder's expense.
- iv. Gift cards and certificates may also be subject to other restrictions imposed by the merchant. Gift cards and certificates purchased to provide services are subject to the terms and conditions of the vendor providing the services. Additional terms and conditions may be specified on the gift card or certificate.
- v. If a merchant declares bankruptcy the Sponsor and Administrator are not liable for the underlying funds on the gift card or certificate.
- vi. Once the gift card or certificate is redeemed and/or used,

they are not returnable, exchangeable or replaceable.

- vii. Each merchant sets a policy in regards to lost or stolen gift cards or gift certificates. If a gift card or certificate is lost or stolen the Cardholder should report the occurrence to the Administrator immediately. The Administrator reserve the right to decline to replace lost or stolen gift cards or certificates.
- viii. If gift cards or certificates have been ordered and not received by the Cardholder, they must notify the Administrator using the provided customer service number. The Cardholder must notify the Administrator no earlier than fifteen (15) days after the expected receipt date and no later than sixty (60) days from the expected ship date. Upon receipt of such notification, the Administrator will investigate. The Administrator with its sole discretion may replace any non-received shipment, in which a full balance remains on a gift card or gift certificate.
- ix. The Administrator is not responsible if a recipient or Cardholder defaces, damages or otherwise renders unsuitable for redemption a gift card or certificate that was received from this reward site.

### **c) Charity Choice**

- i. Support the greater good by choosing Charity Choice donation gift cards.
- ii. By selecting a Charity Choice redemption, the Cardholder will receive either certificate/card to be redeemed at <https://www.charitygiftcertificates.org/>.
- iii. With this certificate/card, the Cardholder may designate the funds for up to three charities of their choice, exclusively from our online list of over 250 major charities and many local causes, totaling over 1000 in all. Follow the easy instructions on the back of the card to donate the funds.

## **VI. Toll-Free Participant Access & Contact Information**

- a) For questions, concerns or complaints, please contact the Administrator's customer service center at 877.722.9793. You should expect a response to all inquiries within 3 business days. Should a voicemail need to be left, the call will be returned the following business day.
  - i. Customer service specialists are available Monday through Friday from 8 am to 11 pm ET, Weekends from 8am – 8pm ET.
  - ii. Travel redemption specialists are available Monday through Friday from 9am to 10pm ET, Weekends from 9am to 5pm ET. After hours, emergency service is available 24/7 for trips within the next 48 hours.
- b) Both centers will be closed on select holidays, which will be published each calendar year.
- c) To contact Bay Federal Credit Union, call 831-479-6000 or 888-4BAYFED, option 3.
- d) To access the Program's website, visit <https://www.dreampoints.com/bayfed>.



***Bay Federal***  
C R E D I T U N I O N

*Making a real difference*

831.479.6000 • [www.bayfed.com](http://www.bayfed.com) • 888.4BAYFED

Federally Insured by NCUA. Equal Housing Lender.