

Empower Federal Credit Union

Business MasterCard® Credit Card Rewards Program Terms & Conditions

ScoreCard® Bonus Point Program Rules

The ScoreCard® Bonus Points Program (**the “Program”**), owned by and administered by Fidelity Information Service, LLC (**“FIS”**) and Award Headquarters, is a rewards program offered in conjunction with the Business MasterCard® Credit Card (**the “Credit Card Account”**) for cardholders at Empower Federal Credit Union (**“We”, “Us”, “Our”, “Issuer”, “Empower FCU”, “EFCU” or as the “Sponsor”**). The Program allows you (**as the “Primary Borrower”, “Co-borrower”, and/or “Authorized User” hereinafter together referred to as “You” or “Your”**) to earn Bonus Points (**“Points”**) from qualifying transactions on eligible purchases that You charge to a covered Credit Card Account.

The Program is subject to and offered in accordance with the ScoreCard® Bonus Points Program Rules and ScoreMore Program Rules (**“Rules”**), Empower Federal Credit Union Business MasterCard® Credit Card Rewards Program Terms & Conditions (**“Program Terms & Conditions”**), and the Empower Federal Credit Union Credit Card Agreement and Disclosure for Businesses.

By using the Business MasterCard® Credit Card or otherwise participating in the Program, You are agreeing to be bound by the following terms and conditions.

1. Enrollment & Eligibility:

Your Credit Card Account will be automatically enrolled in the Program. When Your Credit Card Account is enrolled in the Program, we will establish a profile for You with [ScoreCard® Rewards](#). Eligibility to earn Points and continued enrollment in the Program will rely on the Credit Card Account remaining “Active” and must be in “Good Standing”. We reserve the right to determine in our sole discretion whether You or a particular Credit Card Account is eligible to earn Points in the Program.

2. Earning Points:

You will earn 3 Point(s) for every \$2.00 dollar(s) in net purchases (purchases minus returns) for qualifying transaction(s). The purchase must be posted to Your Credit Card Account and not pending in order to be awarded Points. No Points will be earned for cash advances, including balance transfers. You will earn combined Points on eligible purchases made with multiple cards on the same Credit Card Account number. Points earned on other Credit Card Accounts cannot be combined. Points earned in this Program cannot be exchanged for cash or discounts on financial services, cannot be earned from or transferred to any other charge or credit accounts, and have no value other than as provided in this Program. Points earned are not transferable and have no cash value. Points and rewards are not refundable or exchangeable and cannot be used except in accordance with the Program and applicable terms and conditions of rewards suppliers. Your Points are not Your property and may not be transferred or assigned by agreement or operation of law. You have no property rights or other legal interest in Your Points.

You can check Your Points online anytime by logging into Online Banking by navigating to the [Empower Federal Credit Union Website](#) or accessing the Empower FCU Mobile Banking App.

3. Opportunities for Earning Additional Points:

We may, as the Sponsor, reserve the right to choose, add, create, and/or offer opportunities to earn additional Points. Relevant terms for these opportunities will be made known at the time of offer; and are subject to change at any time without notice. Opportunities may include, but are not limited to the following:

- a. Eligible purchases (“Qualifying ScoreMore Transactions”) made at participating retailers in ScoreCard®’s ScoreMore program (“Retailers”);
- b. Special Promotional Offers; and
- c. Exclusive Qualified Transactions.

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The owners of the Program and merchants may choose to limit the number of additional Points that can be earned via special offers and/or opportunities.

4. Qualifying Transactions:

Only signature transactions (when Your PIN is not used for the purchase) are considered to be qualifying transactions for earning Points under the ScoreCard® Bonus Points Program Rules and ScoreMore Program Rules. The Credit Card Account should only be used as described in the Agreements (defined below).

The following types of transactions are not considered to be qualifying transactions: Balance Transfers, PIN Purchases, Finance Charges, Fees, Cash Advances, Convenience Checks, ATM Withdrawals, Fraudulent Charges, Foreign Transaction Currency Conversion Charges; or Insurance Charges posted to Your Credit Card Account.

5. Rewards Categories:

Merchants who accept Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to You. Please note:

- a. 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.
- b. Purchases submitted by You, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category.
- c.

6. Forfeiture and Expiration of Points: Subject to Our right to discontinue this Program, Points will accrue and expire on a first-in, first-out basis for a rolling 60-month period (i.e. Points earned in month/year 1 will expire in same month/year 5). In other words, points will expire if not used within 5 years. Expired points may not be redeemed or used for rewards.

After a 90-day grace period ("Grace Period"), all Points earned will be forfeited in totality upon the following events:

- a. Closure of Your Credit Card Account; or
- b. Your Credit Card Account is in default, as described in the [Empower Federal Credit Union Credit Card Agreement and Disclosure for Businesses](#); or
- c. Your Death if there is no Co-borrower on the Credit Card Account.

The Grace Period allows you to redeem Points up to 90 days after notice of cancellation, termination or modification of the Program to redeem, exchange or otherwise use any Points that have accumulated prior to the events above. However, You shall not be entitled to a Grace Period if You have committed fraud or misused Your Credit Card Account or the Program. All unused accrued Points not redeemed during the Grace Period will be forfeited.

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7. ScoreCard® Rewards:

The Program offers Points on qualifying transactions for eligible purchases. Points can be redeemed for a variety of items (an “Award” or “Reward”), which may include but are not limited to the following:

- a. Cash Back Rewards;
- b. Merchant Gift Card Rewards;
- c. Merchandise;
- d. Travel Awards;
- e. PayPal Purchases; and
- f. Charitable Donations.

Further terms and conditions specific to the type of Award are detailed below. Accordingly, Rewards may be limited to certain Point intervals and amounts as described herein.

Empower Federal Credit Union and Scorecard® Rewards make no product representations or warranties, expressed or implied, and disclaim any and all liability as to the condition, quality, merchantability, or fitness for a particular purpose of products and/or services obtained through this Program. Empower Federal Credit Union is not responsible for products or services offered by other companies. The Empower Federal Credit Union Rewards Program is managed by Scorecard® Rewards. The logos and other identifying marks attached are trademarks of and owned by each represented company and/ or its affiliates. Please visit each company’s website for additional terms and conditions. Empower Federal Credit Union has no affiliation whatsoever with any of the Award providers and carriers listed, makes no warranty of any kind, expressed or implied, and assumes no responsibility for fitness of purpose for these Awards listed. Any Award provider or carrier may be removed from this site at any time without notice. Empower Federal Credit Union and Scorecard® Rewards are not responsible for cancellation of any services and/or gift card/certificate refunds from any merchants or carriers. Rewards are subject to availability and certain restrictions and fulfillment fees may apply.

8. Cash Back Rewards:

Cash Back Rewards may be offered as an Award option under this Program, if elected. When earned Points are redeemed as Cash Back Rewards, available Points on Your ScoreCard® Rewards Profile will be applied as a statement credit to the covered Credit Card Account (“Statement Credits”). At the end of each billing cycle, any applied Statement Credit(s) will reduce the balance of the Credit Card Account. The Statement Credits will appear as an adjustment on the Monthly Statement, not as a payment. Receipt of a Statement Credit does not affect Your promise/responsibility to pay, as described within the [Empower Federal Credit Union Credit Card Agreement and Disclosure](#).

Cash Back Rewards redemption options are: \$25.00, \$50.00, \$100.00, \$500.00 and must be redeemed in these increments only.

Cash Back Rewards will only be available for redemption as Statement Credits, which will pay down the outstanding credit balance when applied. If a loan has a credit (negative) balance for greater than 3 consecutive months, the credit balance will be moved to the Membership Share Savings account.

9. Merchant Gift Card Rewards:

A variety of merchant gift cards are available, beginning at a \$25.00 value. Gift cards are offered in a variety of denominations based on merchant availability. Merchant gift cards or certificates will be delivered from Scorecard® Rewards. Individual merchants, Scorecard® Rewards and Empower Federal Credit Union will not be responsible for lost or stolen gift cards or certificates, they should be treated as money and are nonrefundable. Applicable manufacturer warranties, if any, may cover any purchases You make with the gift card.

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10. Merchandise Rewards:

A variety of merchandise Rewards are available through Scorecard® Rewards. Merchandise offered is based on the sole discretion of Scorecard® Rewards and the relationships with their merchants. Merchandise offered may change at any time without prior notice. Specific information regarding the delivery of Merchandise redeemed through Points is located in the Rules. Empower Federal Credit Union and Scorecard® Rewards make no product representations or warranties, expressed or implied, and disclaim any and all liability as to the condition, quality, merchantability or fitness for a particular purpose of products and/or services obtained through this Program.

11. Travel Awards:

Certain restrictions may apply to travel certificates, tickets and documents. Travel and other certificates are not exchangeable, refundable, transferrable or redeemable for cash. All travel certificates, tickets and documents will be mailed first class U.S. Mail or sent via email to the Cardholder and will not be replaced in the event of loss, destruction or theft. Your Award will usually be delivered within 4-6 weeks of processing Your order but is not guaranteed. You may request travel certificates, tickets and documents to be delivered by overnight carrier and agree to pay any associated additional delivery fees before shipment. You are responsible for any airline security fees and any surcharges or additional fees that may be imposed by the airlines or aviation authority, and You must pay them by permissible credit and/or debit card at the time of the reservation booking. For specific Travel Award Terms and Conditions¹, please visit the FIS rewards website:(www.scorecardrewards.com)

Points redeemed as “Travel Awards” may have booking fees or modification fees for any travel arrangements and/or reservations; such fees will be included in the total number of points required for redemption towards travel. Booking fees and modification fees may vary and are administered by the owner of the Program. For additional information, please see the FAQ’s regarding the ScoreCard® Rewards Dynamic Travel Program² by accessing the FIS rewards website: (www.scorecardrewards.com).

12. PayPal® Purchases

Earned Points may be redeemed to pay for certain PayPal® Purchases. For more information about this Reward option, please visit the website for [ScoreCard® Rewards featuring Pay with Rewards from PayPal®](#)³

Specific [Terms and Conditions](#)⁴ may also apply for using this Reward option through the PayPal® ‘Pay with Rewards Program.

13. Charitable Donations

You may also be able to donate earned Points to certain charity foundations. All charitable donations are made through the GoodCoin® Foundation, which has partnered with FIS to make this Reward option available to Cardholders. The Charitable Giving Program is a Reward option available for redemption via the FIS rewards website. For additional information on this Reward option⁵, please visit FIS rewards website (www.scorecardrewards.com)

Please be advised that all charitable donations are final and non-refundable. Additionally, all charitable donations are NOT tax-deductible. To determine whether an organization qualifies as an active participant in the Charitable Giving Program, please visit the IRS website ([Search for tax exempt organizations | Internal Revenue Service \(irs.gov\)](#)) to verify if the entity is a 501 (c)(3) organization, a religious organization, or a government agency.

¹For specific Travel Award Terms and Conditions, access the FIS rewards website. Once logged in, select the button titled as “Travel”, and from the bottom of the travel landing page, view the menu under “Travel Links”.

²For additional details and information on the ScoreCard® Rewards Dynamic Travel Program, access the FIS rewards website. Once logged in, select the button titled as “Travel”, and from the bottom of the travel landing page, view the menu under “Travel Links”.

³Link to access additional information on the Reward option for PayPal® Purchases (<https://hq.scorecardrewards.com/PayPalPaywithRewards>)

⁴Specific [Terms and Conditions](#) for PayPal® Purchases can be located at the bottom of the landing page of (<https://hq.scorecardrewards.com/PayPalPaywithRewards>)

⁵For additional information on Charitable Donations. Once logged into the FIS rewards website, select the button titled as “Give to Charity” to be directed to the landing page for charities.

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14. Purchase Returns and Rewards Adjustments:

Returning a purchased item, disputing a merchant charge, or receiving a refunded purchase amount may result in a credit being applied to Your Credit Card Account. This could reduce or eliminate any accumulated Points and may cause a negative Point balance. Any Points earned thereafter will first be applied to bring the Point balance to zero.

15. Empower Federal Credit Union Agreements:

These Program Terms & Conditions, the Rules, and this Program do not alter any other agreement that you have with Us. Any and all Agreements and/or Disclosures governing your Membership Account ([Consumer Membership & Account Agreement](#) or [Business Membership & Account Agreement](#)) and Credit Card Account ([Empower Federal Credit Union Credit Card Agreement and Disclosure for Businesses](#)) (together, “Agreements”) will continue to apply, and any conflict between those Agreements, Rules, and these Program Terms & Conditions shall be resolved in favor of those Agreements for any matter that pertains to your Membership Account ([Consumer Membership & Account Agreement](#) or [Business Membership & Account Agreement](#)) and Credit Card Account ([Empower Federal Credit Union Credit Card Agreement and Disclosure for Businesses](#)) with Empower Federal Credit Union.

16. Service Marks and Trademarks:

Mastercard®. All rights reserved. ® Mastercard, the Mastercard Brand Mark and Priceless are registered trademarks of Mastercard International Incorporated. All third-party trademarks shall belong to their respective owners. Other company, product and service names may be trademarks or service marks of others and their use does not imply endorsement or an association with this Program.

17. Governing Law; Choice of Law; Severability:

These Program Terms & Conditions shall be governed in their entirety by the laws of the State of New York, without regard to any conflicts of law provisions.

18. Additional Disclosures & Terms:

Additional exclusions and terms apply. Full Program Rules, Terms & Conditions, and other Program information can be found at (www.scorecardrewards.com) or by accessing the FIS Rewards website via Empower FCU Online Banking or the Empower FCU Mobile Banking App.

19. Tax Implications & Liability:

Any tax liability, including any applicable federal, state, local or other sales tax and disclosures, in connection with the earning and redeeming of Points, and/or receipt of Awards, or use of Rewards, is Your responsibility as the recipient. Please consult with Your tax advisor, as Empower FCU does not provide tax advice.

20. Disputes Regarding Points

For any service inquiries or disputes concerning the ScoreCard® Bonus Points Program, including issues related to redemptions, orders, returns, unreceived orders, or damages, please reach out to the Loyalty Customer Service team. You can find their contact details at the bottom of the FIS rewards website’s landing page, under the “Contact Us” section. Alternatively, You can contact them directly via phone at 1-800-854-0790. All decisions regarding Points disputes shall be final.

Discrepancies about Points earnings are not treated as Card billing disputes. Please refer to your [Empower Federal Credit Union Credit Card Agreement and Disclosure for Businesses](#) for details on billing disputes. Empower Federal Credit Union is not responsible for, has no duty, obligation or liability regarding any disputes between joint signors of a Credit Card Account including but not limited to disputes relating to the Point redemption or ownership, accessibility and/or redemption rights under the Program.

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21. Right to Change Terms:

Empower Federal Credit Union reserves the right to cancel this Program for any reason, and/or individual participation in this Program based on misuse of the ScoreCard® Bonus Point system (which may include overpayments of the credit card loan to establish credit balances for large purchases), at the sole discretion of Empower Federal Credit Union. Points will only be awarded to members in good standing (loan payments current and balances within established limits, no overdrawn accounts).

This Program Terms and Conditions are subject to change at any time. You will receive notice of any change as required by law. Notice may be provided via email or mailing. Using Your Credit Card Account after any changes to this Program Terms & Conditions will constitute Your acceptance of any such change.

This rewards Program is only eligible for the Empower Federal Credit Union Business Mastercard® Credit Card. All other Empower Federal Credit Union credit and debit cards are not eligible for the Rewards and Awards stated herein these terms and conditions.

21.Privacy (Sharing of Information) & Consent to Receive Communication:

Empower Federal Credit Union makes security and the protection of your information a top priority. You may access our [Privacy Notice](#) on our website (www.empowerfcu.com/disclosures), which is included in the ([Consumer Membership & Account Agreement](#)). To access the [Privacy Notice](#) for the ScoreCard® Bonus Points Program, please visit the FIS rewards website (www.scorecardrewards.com).

By participating in this rewards Program, You agree that to process your transactions, the information you provide will be disclosed to merchants and other parties involved in your transaction. Examples of such information may include your shipping address, contact information, and billing information.

Cardholders will have the ability to unsubscribe and opt-out of receiving communications related to the ScoreCard® Bonus Points Program (i.e., email communications related to ScoreCard®, ScoreMore, Travel, etc.) To unsubscribe and opt-out of receiving communications related to this rewards Program, please reach out to the Loyalty Customer Service team. You can find contact information for the Loyalty Customer Service team at the bottom of the FIS rewards website's landing page, under the "Contact Us" section. Alternatively, You can contact them directly via phone at 1-800-854-0790, or utilize the unsubscribe link within any ScoreCard® email.

Please be advised that unsubscribing with ScoreCard® will not impact communication directly from Empower Federal Credit Union.

22. Release:

You hereby release, discharge, and hold harmless Empower Federal Credit Union and its respective subsidiaries, affiliates, employees, officers, directors, successors and assigns from all claims, damages or liability including but not limited to physical injury or death arising out of participation in the Program.

23. Limit on Liability:

Empower Federal Credit Union shall have no liability arising from or related to the Program except as expressly state herein, if You are denied a benefit of the Program which You are entitled, the liability of Empower Federal Credit Union shall be limited to Your earned portion of the benefit. In no event shall Empower Federal Credit Union be liable to You for any indirect, incidental, consequential, special or punitive damages arising from this Program or performance of any obligations hereunder or any other action or omission, even if it was informed or is otherwise aware or should be aware of the possibility or likelihood of such damages.