

ZIONS BANK®

AmaZing Deals® Terms and Conditions

This document supplements the terms of your Zions Bank Visa® credit and/or debit card (“Card”) agreement with Zions Bancorporation, N.A. dba Zions Bank (“Zions”, “Bank”, “us”, “we”, and “our”). It sets forth the terms and conditions that apply to the Zions Bank AmaZing Deals Program (“Program”). Visa credit and/or debit card customers of the Bank are automatically enrolled in the Program. The Program offers cash-back rebates or rewards (“Cash Rewards”) for certain purchases you make at participating Program merchants (“Merchants”).

- 1. How the Program Works.** When you use your Card at a participating Merchant location, you will earn a Cash Reward from the Merchant for each qualifying purchase. A qualifying purchase is a transaction that meets the criteria for a Cash Reward under the Merchant’s Cash Reward terms and conditions as of the date and time of the purchase.

You must pay the Merchant’s full price for a product or service in order to obtain a Cash Reward. Unless otherwise specifically agreed by the Merchant, Cash Rewards are not offered in connection with any other discount, special offer, price reduction, or rebate. Cash Rewards do not apply to purchases you make prior to your participation in the Program. Otherwise qualifying purchases may not qualify for Cash Rewards if made during the first 10 business days after (i) a new account is opened, or (ii) a Card is requested on an existing account, due to the time required to process new accounts and cards and establish them in the Program. No retroactive Cash Rewards will be given.

Unless otherwise specifically agreed by the Merchant, Cash Rewards are calculated based on the net amount of your Card purchase, excluding the amount of any tax, tip, gift card, gift certificate, and discount. In the case where more than one Cash Reward offer applies to a purchase, only the offer returning the higher Cash Reward will apply. In the event of a conflict between a Merchant’s current offer and information in Cash Rewards promotional material, the Merchant’s current offer at the time of purchase shall be honored.

Some Merchants pay Cash Rewards for purchases made online. To qualify for Cash Rewards from such Online Merchants, you must access the Online Merchant’s website through the designated links on the Program website, and pay for your online purchase using your Card. Purchases you make by going directly to an Online Merchant’s website do not qualify for Cash Rewards. Cash Rewards from Online Merchants are based on the transaction amount prior to the addition of taxes and shipping charges.

If you return merchandise within 30 days of making a qualifying purchase at a local Merchant, the smallest of the Merchant’s Cash Reward offers at the time of your original purchase will be deducted/reversed from your AmaZing Deals balance (i.e., Cash Rewards earned but not yet credited to your account). If you return merchandise, or cancel a purchase of merchandise or services, from a purchase made online, that Merchant’s return policy will dictate any deduction/reversal of earned Cash Rewards. If you have a Cash Rewards balance that is less than the deduction/reversal, your AmaZing Deals balance will show a negative balance once the return is processed. Future Cash Rewards will then be applied in the following order:

1. monthly processing fee
2. negative balance adjustment
3. customer Cash Reward disbursement

- 2. Your Eligibility.** You must maintain a valid Zions Visa credit and/or debit card to participate in the Program. [The Program is not offered to residents of California at this time.] You may opt out of participation in the Program—see Section 14 below.

3. **Participating Merchants.** The list of participating Merchants may change from time to time without prior notice, and is accessible, along with Program information, ZionsAmaZingDeals.com.
4. **Available Cash Rewards.** Merchants establish their own Cash Reward terms and conditions, including the amount of any Cash Reward. The terms and conditions of Merchants' current Cash Rewards are available at ZionsAmaZingDeals.com and on the AmaZing Deals mobile app, and this information is updated on a daily basis, with updates scheduled for the early hours of the morning; however, Merchants can change their Cash Rewards offers at any time and an offer may change between the time you view the website and when you conduct a transaction at the Merchant. We assume no obligation for ensuring that Merchant advertising or Cash Reward information is complete, current, or accurate. Merchant Cash Rewards are subject to change at any time without prior notice from us.
5. **Program Limitations.** Certain Merchants may not accept all types of cards, may have blackout periods, days or hours when Cash Rewards are not offered, may limit the number and/or amounts of cash Rewards, may require a minimum purchase for a Cash Reward, or may not offer Cash Rewards on certain types of transactions (e.g., the purchase of gift certificates). Cash Rewards will not be available where they are restricted or prohibited by law (e.g., gambling, discounts on alcohol or tobacco, etc.).

Cash Rewards are not available in connection with: purchases at Merchants or at Merchant locations not participating in the Program at the time of the transaction; purchases not submitted and processed through an authorized Visa processor; the cash-back portion of any purchase; ATM transactions; purchases requiring the use of a PIN number; purchases made with cash, checks, coupons or other non-qualifying methods; MasterCard purchases; Internet purchases, unless at participating online Merchants with purchase being initiated via the AmaZing Deals website; purchases otherwise not eligible in accordance with Merchant Cash Rewards terms and conditions at the time of purchase; or any transaction violating any federal, state or local law.

Other than conditions set by individual Merchants, there is no limit to the amount of Cash Rewards you may earn.

6. **Reward Information.** We may provide you information about your earned Cash Rewards, and about available Cash Rewards and participating Merchants, by means of e-mail. For businesses with multiple cards issued on the same account, we may send this information to both the primary account holder and to individual cardholders.
7. **My Rewards.** Cash Rewards will automatically be credited to your account as early as the 15th day of the month following the month the Merchant pays the Cash Reward to us. Because of delays in payment by Merchants, it may take up to 90 days for an earned Cash Reward to be credited to your account.

Travel-related Cash Rewards earned by booking travel services (with the exception of airfare purchases, which do not currently qualify for Cash Rewards) at online Merchants will only be paid upon completion of your travel. Cash Rewards paid by the Merchant will be credited to the account associated with the Card used to make the qualifying purchase. Specifically, Cash Rewards earned with a debit card will be credited to your checking account, and Cash Rewards earned with a credit card will be credited to your credit card account. Rewards earned by business customers will be credited into the business' control account.

Cash Rewards credited to a credit card account will be treated as a Merchant credit reducing your outstanding balance, but will not qualify as a payment towards the required minimum monthly payment, if any. Your credit card account may have a credit balance if the Cash Rewards are in excess of your outstanding balance.

Any Cash Rewards paid by Merchants that have not yet been credited to your account when you close the account will be made available to you upon request.

8. **Program Costs.** There is no out-of-pocket cost to you for participating in the Program. We deduct a monthly \$2.50 processing fee from your earned Cash Rewards when they are paid, as follows:
 - (a) For credit card accounts, the \$2.50 monthly fee is deducted from all Cash Rewards that are paid during month, regardless of which Card issued on the account was used for the qualifying purchases.

(b) For debit card accounts, the \$2.50 monthly fee is deducted with respect to each Card issued on the account that was used to make qualifying purchases. For example, if there are two debit cards issued on a DDA account and both debit cards were used to earn Cash Rewards that are paid during the month, we will deduct \$2.50 for each of the two debit cards, for a total of \$5.00.

We will not deduct the fee for any month in which a Cash Reward is not paid. In months when Cash Rewards are paid, but the total amount of the Cash Rewards is less than the fee, we will reduce our fee to the amount of the available Cash Rewards.

9. **No Warranties.** This Program is provided on an “as is” and “as available” basis. Neither we nor our Program Administrator: (a) endorse any Merchant; (b) make any express or implied warranty regarding any Merchant’s goods or services, including (without limitation) any warranty of merchantability or fitness for a particular purpose; (c) assume responsibility for any Merchant’s obligation to you, including the payment of any Cash Reward advertised or offered by the Merchant; or (d) guarantee the performance of any Merchant under the Program.
10. **Limitation on Liability.** Unless otherwise required by law or our agreements with you, neither we nor our Program Administrator will be liable for: (a) any damages arising from transactions between you and Merchants; (b) any information appearing on Merchant sites or any other site linked to the Program website; or (c) incidental, special or consequential damages of any kind that may result from your use of, or your inability to use, the Program, regardless of whether we or our Program Administrator were made aware of the possibility of such damages, and regardless of whether such damages arise in contract, tort (including negligence) or otherwise.

Neither we nor our Program Administrator operate or control the products, services or Cash Rewards offered by Merchants. Merchants are solely responsible for the funding of Cash Rewards.

Neither we nor our Program Administrator will be liable for our inability to take any action due to causes beyond our control, including, without limitation, any act of God, accident, equipment or system failure, labor dispute, telecommunication failure, or the action or inaction of any Merchant.

11. **Third Party Internet Websites:** The Program website contains links to Merchant websites and other third party websites. These links are provided as a convenience only. The inclusion of any link is not and does not imply an affiliation, sponsorship, endorsement, approval, investigation, verification or monitoring by us or our Program Administrator of any information contained in any Merchant website or other third party website. In no event will we or our Program Administrator be responsible for the information contained in, or products or services purchased on, a Merchant website or other third party website, or for your use of or inability to use such website. Access to any other website linked to the Program website is at your own risk. You should be aware that linked websites may contain terms and privacy policies that are different from those of the Program. Neither we nor our Program Administrator are responsible for such provisions, and expressly disclaim any liability for them.
12. **Enforceability.** Our failure to exercise any of our rights under these Terms and Conditions will not constitute a waiver of any other rights or the same rights in the future. If any provision of these Terms or Conditions is found to be unenforceable, all other provisions will remain in full force.
13. **Tax Liability.** Any taxes related to or arising out of your participation in the Program are your sole responsibility.
14. **Opting Out.** If you do not want to participate in the Program, you can “opt out” by calling our Customer Service Department toll free at 1-888-758-5349. In addition, if you want to not receive (i) e-mails regarding the Program, or (ii) any direct marketing materials regarding the Program, Merchants or available Cash Rewards, you may opt out of such communications by calling our Customer Service Department at that number.
15. **Governing Law and other Terms.** Please see your deposit account or credit card agreement for the other terms that apply to the Program (e.g., governing law, limitation of action, and venue for resolving disputes).

16. **Amendment.** We may amend (change, add to or delete) these Terms and Conditions at any time by mailing, emailing, or delivering a notice to you at the last mail address or email address that we have on file for your debit or credit account, or by posting our notice, amended Terms and Conditions, or revised Program description at the Program website, ZionsAmaZingDeals.com.
17. **Termination.** We may suspend or terminate the Program or your participation in the Program at any time without prior notice in our sole and absolute discretion. If we terminate the Program or your participation in the Program, any earned Cash Rewards paid by Merchants will be credited to your account, as described above.