

# CLUBHOUSE REWARDS TERMS AND CONDITIONS

PLEASE READ THESE CLUBHOUSE REWARDS TERMS AND CONDITIONS (“TERMS”) CAREFULLY AND RETAIN THEM FOR YOUR RECORDS. THESE TERMS GOVERN PARTICIPATION IN THE CLUBHOUSE REWARDS PROGRAM (THE “CLUBHOUSE REWARDS PROGRAM”) OFFERED IN CONNECTION WITH YOUR CLUBHOUSE REWARDS MASTERCARD ACCOUNT ISSUED BY MRV BANKS. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, YOU MAY NOT PARTICIPATE IN THE CLUBHOUSE REWARDS PROGRAM.

- 1. General.** Unless separately defined herein, terms in these Terms shall have the same meaning as defined in your Clubhouse Rewards Mastercard Account Agreement. The Clubhouse Rewards Program is void where and to the extent prohibited by law. The Agreement will continue to govern use of the Account; provided these Terms will govern in any matter relating to the Clubhouse Rewards Program. The Account will be automatically enrolled in the Clubhouse Rewards Program when a Credit Card is activated or the Account is used. By activating a Credit Card or using the Account, you acknowledge and agree to be bound by these Terms.
- 2. How to Earn Clubhouse Rewards Points.** “Clubhouse Rewards Points” are earned when purchases are made with your Account number or Credit Card anywhere Mastercard credit cards are accepted in accordance with the following:
  - The Account will earn 4 points for every dollar you or any Authorized User spends on purchases at Texas Live!® and Globe Life Field, including merchandise, tickets, and concessions.
  - The Account will earn 3 points for every dollar you or any Authorized User spends on Gas and Travel.
  - The Account will earn 2 points for every dollar you or any Authorized User spends on all other purchases.Clubhouse Rewards Points will be earned in accordance with the applicable merchant’s categorization of purchases. Please note that merchants self-select the category in which purchases will be identified, and some merchants may be owned by other companies. Therefore, purchase transactions may not be categorized in the manner you expect, for example, as a “gas” or “travel” purchase. We are not responsible for any merchant’s categorization of a purchase.
- 3. Purchase Limitations and Adjustments.** A “purchase” is a charge for goods or services. The following transactions are **not** considered purchases for purposes of the Clubhouse Rewards Program and will not earn Clubhouse Rewards Points: balance transfers, cash advances, cash-like items, fees, finance charges, unauthorized or fraudulent transactions, certain other charges, and fees of any kind. We reserve the right to determine whether a particular transaction is a qualifying transaction for purposes of what constitutes a purchase for the Clubhouse Rewards Program. If a refund or credit to the Account is initiated in connection with any purchase on which Clubhouse Rewards Points were earned, your Clubhouse Rewards Points balance will be reduced by the number of Clubhouse Rewards Points previously earned in connection with such returned or refunded purchase.
- 4. Where to Find Your Clubhouse Rewards Points Balance.** We will calculate earned Clubhouse Rewards Points after each eligible purchase or transaction activity (including credits, returns, or adjustments) is posted to the Account. The Account’s Clubhouse Rewards Points balance is available by accessing the Account online at [clubhousemastercard.com](http://clubhousemastercard.com) or contacting customer service at 833-388-2141.
- 5. Redemption of Clubhouse Rewards Points.** Clubhouse Rewards Points may be redeemed for merchandise, tickets, and team/ballpark experiences by logging into your account at [clubhousemastercard.com](http://clubhousemastercard.com) and selecting the Rewards Tab. Clubhouse Rewards Points cannot be redeemed if the Account is past due two (2) or more payments. All unredeemed Clubhouse Rewards Points are non-transferrable. You are responsible for determining any tax liability arising from participation in the Clubhouse Rewards Program. Consult with your tax advisor concerning any tax consequences.
- 6. Special Rewards Offer for New Accounts.** We may offer promotional rewards for new accounts simultaneously. Individual offers cannot be combined with any other offer or promotion of the Clubhouse Rewards Program. You will be eligible for only one offer per Account during the offer period. Some restrictions will apply. The terms for a promotional offer will vary by promotional campaign and can be changed or discontinued at any time without notice. To determine whether a promotion is currently in effect and its terms, you may speak with Card Services by contacting customer service at 833-388-2141.
- 7. When Does My Ability to Earn Clubhouse Rewards Points End?** You will not earn Clubhouse Rewards Points if the Account is expired, suspended, cancelled or closed.
- 8. How Long Do I Have to Redeem Clubhouse Rewards Points?** There is no time limit by which earned Clubhouse Rewards Points must be redeemed; however, Clubhouse Rewards Points may be forfeited in accordance with these Terms as provided below. You must redeem any Clubhouse Rewards prior to closing the Account.
- 9. When Are My Clubhouse Rewards Points Forfeited?** Clubhouse Rewards Points will be forfeited if: (i) the Account goes into default and we charge off the Account; (ii) you file for bankruptcy or insolvency or such proceeding is initiated against you; (iii) the Account is closed for any reason; or (iv) the Clubhouse Rewards Program or your participation in the Clubhouse Rewards Program is terminated.
- 10. Other Limitations.** We reserve the right to interpret Clubhouse Rewards Program rules and policies, including these Terms, in our sole discretion and will be the final authority on the Clubhouse Rewards Program. You acknowledge that the Clubhouse Rewards Program is a promotional program for which no consideration has been paid, and Clubhouse Rewards Points have no cash value. Unless or until Clubhouse Rewards Points are redeemed in accordance with these Terms, you have no right, title, or interest in the earned Clubhouse Rewards Points.
- 11. Termination; Notice of Changes.** We may modify, restrict, cancel, suspend, or terminate the Clubhouse Rewards Program at any time without compensation or prior notice to you, except as required by law. In the event the Clubhouse Rewards Program, your participation in the Clubhouse Rewards Program, or the Account is terminated or cancelled by us, earned, but not redeemed Clubhouse Rewards Points will be forfeited, except as required by law. All material changes to the Clubhouse Rewards Program will be reflected in these Terms and will be effective immediately upon posting of the revised Terms to our website. You waive any right to receive specific notice of such changes, subject to applicable law.
- 12. Disclaimer of Warranties and Limitation of Liability.** The Clubhouse Rewards Program is provided without representation or warranty of any kind, either express or implied, to the extent permitted by applicable law. Neither we, Card Services, nor any other service provider will be liable for any damages whatsoever, including, without limitation, direct, indirect, special, consequential, incidental, punitive damages or any other losses or expenses arising in connection with participation in the Clubhouse Rewards Program. You agree to release, discharge and hold harmless us, Card Services, and any other service providers from any and all claims of any sort, type, kind or nature that you may have arising out of or in any way relating to your participation in the Clubhouse Rewards Program or with respect to any Clubhouse Reward, including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, fines, fees, refunds or other irregularities that may occur, are related to, or that may be caused by or arise out of participation in the Clubhouse Rewards Program. Notwithstanding the foregoing, we will be responsible for any damages resulting from our own gross negligence in performing our obligations under these Terms.
- 13. Communications with You.** We, Card Services, and any other service providers may contact you regarding any matter related to the Clubhouse Rewards Program by mail, telephone or electronic communications using any email address, telephone number, or physical address provided in connection with the Account. You agree to update your contact information immediately following any change in such information by submitting your information online or by calling 833-388-2141.

14. **Clubhouse Rewards Program Website.** Despite our best efforts to ensure accuracy, errors on our website regarding the Clubhouse Rewards Program may occasionally occur. We reserve the right to correct such errors at any time, even if it affects your Clubhouse Rewards Points balance. Neither we nor our service providers are responsible for any delay or difficulty accessing the Clubhouse Rewards Program through our website due to scheduled maintenance or circumstances beyond our control.
15. **Contact.** If you have any questions regarding the Clubhouse Rewards Program, you may contact us by telephone at 833-388-2141, or by U.S. mail at Card Services, PO Box 530101, Atlanta, GA 30353-0101.