

The Wells Fargo Business Elite Card Rewards Program Terms and Conditions

Effective: July 2014

Section 1: Your Contract With Us

Section 2: Enrollment

Section 3: Points: Earning, Expiration, Forfeiture

Section 4: Redeeming Points

Section 1: Your Contract With Us

1. In these Program Terms and Conditions ("Terms"), "You", "Your", and "Cardholder" refer to the primary cardholder and/ or any co-cardholder on the Wells Fargo® Business Elite Card accounts(s), as applicable, linked to the *Wells Fargo Business Elite Card Rewards®* program ("Program"). Wells Fargo, "We", "Us", and "Our" shall mean Wells Fargo Bank, N.A.

2. This Program is only available to Wells Fargo Business Card, Business Secured MasterCard® Card, Executive Business Card, Wells Fargo Platinum Card, and Wells Fargo® Elite Card accounts. Accounts that participate in other Wells Fargo Rewards® programs or co-branded card programs are not eligible to enroll, except with respect to linked combined points redemptions (See paragraph 37 below). The Program may encompass multiple product(s), or promotion(s), or offer(s). Each will also have terms and conditions which may address Program fees, rewards expiration, annual earnings maximums and Program cancellation ("Addendum(s)") that will supplement these Program Terms and Conditions. These Program Terms and Conditions and Addendum(s), as well as any additional terms and conditions that are referenced in these Program Terms and Conditions, represent the complete terms of the Program (collectively "Terms"). These Terms and Your participation in the Program are governed by federal law and, to the extent applicable, the laws of the State of South Dakota, no matter where You live or use the Program. You also acknowledge that You will be required to consent to certain agreements for online functionality. You agree to these Terms by using the Program.

3. Changes to this Program: Wells Fargo reserves the right to amend, cancel, or temporarily suspend the Program or Your participation in the Program, in whole or in part, or change any of the Terms, at any time for any or no reason, including without limitation, in the event of suspected fraud, abuse of Program privileges or violation of the Terms, as determined in Our sole discretion (examples of Program violations include any attempt to sell, exchange or transfer points or any instrument exchangeable for points), without notice to You, which may result in the decrease of redemption value, the cancellation of the ability to earn and/or redeem points, and/or forfeiture of points. We will give you advance written notice of material changes. You can find the most current terms and conditions at www.WellsFargoRewards.com, or by calling the Rewards Customer Service Center.

4. You are responsible for promptly notifying Us of a change in Your name, address (including email addresses You use with Us), or telephone number(s).

5. Telephone Monitoring and Contacting You. From time to time We may monitor and record telephone calls regarding Your Program to assure the quality of Our service. You agree, in order for Us to service Your Program, that We may from time to time make calls and send text messages to You, using prerecorded/artificial voice messages and/or through the use of an automatic dialing device, at any telephone number associated with Your account, including mobile telephone numbers that could result in charges to You. You also expressly consent to Wells Fargo sending email messages regarding Your Program to any email address You provide to Us.

6. The Program is offered by Wells Fargo and is administered by Connexions Loyalty ("CL"), which is solely responsible for the administrative services, travel reservations and issuance of travel documentation for the Program.

7. Neither Wells Fargo nor CL nor their respective parent, subsidiary and affiliated companies (collectively "Affiliates") maintain control over the independent suppliers, which shall include, without limitation, airline, hotel, travel program, cruise line, rental car, merchandise, activity, and gift card suppliers (individually and collectively, "Suppliers") that will be providing accommodations, products, services or benefits (individually or collectively "Services") arising out of or

in conjunction with this Program. Wells Fargo and CL are not co-vendors with any Supplier. Accordingly, neither Wells Fargo nor CL nor their respective Affiliates will be responsible for any loss or injury to property or person which may be caused or contributed to by Suppliers or by any other cause, condition or event beyond the direct control of Wells Fargo or CL or their respective Affiliates. Cardholders participating in the Program hereby release Wells Fargo and CL and their respective Affiliates, as well as their and their Affiliates' respective officers, shareholders, assigns, directors, employees and agents from any and all liability for claims resulting from any acts or omissions of the Suppliers providing or failing to provide Services in connection with the Program, or from any other cause, condition or event beyond the direct control of Wells Fargo or CL or their respective Affiliates. TO THE FULLEST EXTENT ALLOWABLE BY LAW, WELLS FARGO AND CL SPECIFICALLY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE SERVICES OFFERED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

8. Wells Fargo and CL, and their respective Affiliates, are not responsible for the performance or non-performance of any or any or all Suppliers for any reason including, but not limited to, delivery, bankruptcy, insolvency, assignment for the benefit of creditors, and changes for any Services under this Program. All reservations are subject to the conditions of supply or business of the Supplier, which include exclusion or limitation of liability.

9. Depending on the Supplier, redemption options may be limited to points only or a combination of points and a payment card, or all on a payment card if you do not have enough points to complete a redemption.

10. These Terms are void where prohibited by law. Rewards may not be valid where restricted by law. All registered marks, trademarks and service marks belong to their respective owners.

11. Arbitration: Any and all disputes arising out of or related to the *Wells Fargo Elite Card Rewards Program* will be resolved through Arbitration in accordance with the Arbitration provision of the Cardholder Agreement.

Section 2: Enrollment

12. Program eligibility, the ability to earn points, and/or the ability to redeem points are each restricted to Cardholders whose Card(s) linked to the Program is/are open, current, and not in default or delinquent, as applicable to their account(s). And provided the Program has not been terminated or canceled pursuant to these Terms.

13. You can cancel membership in the Program at any time by contacting Us at the number listed on the back of Your Credit Card.

14. You acknowledge that You need to protect the username and password You create on the redemption site. You also acknowledge that anyone (including for example, a permanent or temporary employee or independent contractor) who has access to information about Your business, including Your 16-digit account number and the 8-digit member ID, will be able to access Your Rewards account, redeem awards, and change Your settings, and that it is Your responsibility to review Your rewards account periodically to assure that such transactions do not occur. Wells Fargo will not be responsible for unauthorized redemptions by an employee or ex-employee or unauthorized user. If You need to change Your username and password, You can do so online. You also can track redemptions and points balance online at www.wellsfargorewards.com, by phone, and on Your monthly statement. If you are enrolled in Business Online Banking, you can go to the Account Activity page and click the link under Rewards Summary to access the rewards website.

Section 3: Points: earning, expiration, forfeiture

15. Point accrual will begin upon Program Enrollment Date. No retroactive points will be awarded.

16. If you have multiple cardholders in your company and the company is set up with individual bill, points earned from your employee cards will roll up to an owner account with a one-month lag in billing cycle. If your company is set up with Consolidated bill, the points earned by employee cards will appear in the rewards owner's account (consolidated bill account) without a one-month lag.

17. Points are updated monthly at the time Your Credit Card account statement is produced. Purchases that have not yet appeared on a monthly billing statement are not eligible for point redemption.

18. Cardholders will earn one point for every \$1 in net purchases (purchases minus returns/credits) made on their Credit Card account, rounded to the nearest whole dollar. In addition, You will earn two points for every \$1 of the Wells Fargo Business Card or Wells Fargo Elite Card annual membership fee for the primary account (if applicable), and two points for every \$1 of the Business Card Rewards membership fee (if applicable). Purchases made using a Personal Identification Number (PIN number) do not earn points. Any credits, except payments to the account, will reduce the number of points available for redemption based on the dollar amount of the credit. Negative points will post within 1-2 billing periods on Your account statement if returns or credits exceed purchases.

19. Cardholders can also earn 5,000 bonus points per each monthly billing cycle that the company spends at least \$10,000. Bonus points will post in the billing cycle after the \$10,000 spend limit is achieved.

20. Online redemptions will receive a 10% **rebate in number of points**, which will be credited to your account the following month. The 10% rebate is not applicable for redemptions made through call center.

21. The following purchases/transactions do not earn points: purchases made using a PIN, ATM transactions, cash advances of any kind, balance transfers, SUPERCHECKS™, casino gaming chips, wire transfer, off-track wager, lottery ticket transactions, or bets or wagers transmitted over the Internet. Any fees posted to a linked account, including but not limited to NSF fees, late fees, overlimit fees, monthly or annual account fees, finance charges, and the non-refundable annual fee, if applicable, do not earn points.

22. Bill Payments and Recurring Payments:

a. If You choose to use Your credit card to fund Your bill payments through the Wells Fargo Online Bill Payment service, You will not earn rewards points.

b. If You contact a merchant directly and set up a recurring payment to charge Your Business Card directly You will earn rewards points based upon the above stated calculation.

23. Points will expire on November 30th three years from the year in which they were earned. **You will be notified of upcoming points expiration in Your September, October, and November statements, and it is your responsibility to pay attention to the message and use up the points before they expire.** Points are redeemed on a first-in first-out basis. Expired points will not be re-instated under any circumstances.

24. The Wells Fargo Elite Card Rewards program has a non-refundable membership fee of \$75 regardless of number of employee cardholders. This fee will only be assessed to the rewards owner account enrolled in the program. The fee will be billed upon enrolling and annually thereafter, on the anniversary of the enrollment date.

25. Annual Point Cap Maximums: There is no limit to the number of points You can earn.

26. If Your account is closed or the Program is cancelled, for any reason, membership in the Program is terminated and all points not yet redeemed are forfeited. In addition, points are forfeited at point expiration or for any violation of these Terms. You have no property or other legal rights in any points, including but not limited to the Points forfeited as a result of account or Program closure or violation of these Terms.

27. Earn More Mall Bonus Points: For the Company Level program, only the Business Card enrolled as the primary rewards account will earn bonus points on transactions made at the Earn More Mall®. Employee accounts that are enrolled in the Program will not earn bonus points on transactions. For the Card Level program, all the Business Cards enrolled will earn bonus points on transactions made at the Earn More Mall®. For complete Earn More Mall Terms and Conditions, sign on to WellsFargoRewards.com and click on the Earn More Mall tab.

Section 4: Redeeming Points

General information

28. All awards are subject to availability. Wells Fargo and CL may withdraw, change, or replace specific rewards items, change the number of points and/or the amount of cash required for rewards at any time, for any or no reason, without notice to You. We do not guarantee that any specific reward will be available for any particular length of time.

29. Points can only be redeemed by the Cardholder(s) who is/are financially responsible for the Credit Card account. Additional Cardholders or others using the Credit Card may not redeem points, but tickets and rewards may be issued in another person's name. For Company Level programs, points can only be redeemed by the primary account holder designated by the business owner, or their designee. Additional Cardholders or others using the Card may not redeem points, but tickets and rewards may be issued in another person's name.

30. To redeem points for all redemption options, You must log on to www.WellsFargoRewards.com or call the Rewards Customer Service Center's toll-free number at 1-800-213-3365.

31. Restrictions on delivery of rewards items outside the continental 48 United States, and the District of Columbia, or to APO, FPO or PO Boxes vary by reward and Supplier, will be disclosed at the time of reward redemption, and also may be found by calling the Rewards Customer Service Center. All merchandise items will normally be drop-shipped and will be delivered within 8 weeks. All other reward items, excluding cash reward statement credit redemptions and virtual gift certificates, will be delivered within 2-4 weeks. All rewards (excluding cash reward statement credit and virtual gift certificate redemptions) will normally be delivered via first-class U.S. mail or via private delivery service as determined by the Rewards Customer Service Center, in its sole discretion. If You request expedited or rush shipment of any reward(s) order, including airline tickets, You will be assessed the additional shipping fee which will be charged to Your account. If You select an alternate shipping address for delivery of the reward(s), an alternate shipping address notification will be mailed to the account address.

32. Wells Fargo and CL, and their respective Affiliates, are not responsible for replacement of lost, stolen, or damaged documents, airline tickets, vouchers, gift cards, activity tickets or passes, or certificates.

33. Wells Fargo and CL reserve the right to substitute comparable Supplier(s) without notice based on availability.

34. Rewards are not redeemable for cash and are void if sold for cash or other consideration, or if altered, photocopied, or reproduced.

35. Except as otherwise provided in these Terms, points and rewards have no cash value.

36. Any tax liability, including applicable state sales tax and state and federal disclosures, connected with receipt or use of a reward is Your or the reward recipient's responsibility.

Combining points for redemption

37. You can combine points on the rewards website from Your eligible *Wells Fargo Business Elite Card Rewards®* program, Wells Fargo Elite Card® Rewards program and/or your *Wells Fargo BusinessLine Rewards®* program at the time you make a redemption.

Please note: Authorized users designated by the Rewards account owner for the Business Card account will have access to available points from all of the corresponding linked Rewards accounts. If you want authorized user(s) to have access only to rewards points earned by the Business Card account, it is advised that you do not link any of your other rewards accounts to the Business Card profile.

38. You can transfer rewards points from your Personal Credit rewards account and add it to your Business Rewards account when you are ready to make redemptions. You can initiate a point transfer request on the Business Rewards website, or you can contact the Business Rewards Service Center at 1-800-213-3365 for assistance with the points transfer process. On the Business Rewards website (wellsfargorewards.com), you can only transfer points from your Personal Rewards account to your Business Rewards account. If you wish to transfer points from your Business Rewards account to a Personal Credit Rewards account, you will need to log into your Personal Credit account at mywellsfargorewards.com or call the Personal Rewards Service Center at 1-877-517-1358. You can only transfer points into your Business Rewards account from a points-based personal credit rewards accounts, but not from a cash-based rewards account.

39. You can combine as many points as You have available in your corresponding rewards accounts. You can combine points to redeem online or over the phone for any reward except for airfare, hotel, rental cars, activities and cruise lines. To redeem for airfare, hotel, rental cars, activities and cruise lines using combined points, You must call the Rewards Customer Service Center. Points usage will be based on a first-in, first-out basis.

40. All combined-points redemptions are final. However, in the rare event that a combination of point balances were used for redemption and points must be returned to Your account, all points will be returned to the rewards account from which you redeemed the rewards, subject to the point expiration and other terms of that rewards program. For example, if you combined points from multiple rewards accounts in order to redeem for a reward from the *Wells Fargo Business Elite Card Rewards®* program catalog, then all points would be returned to the Elite Card Rewards program and would be subject to the Terms of that Program.

Cash rewards

41. Points may be redeemed for an eligible cash reward option listed on the redemption grid. Cash rewards are allowed only at specific redemption levels. Please review the redemption grid at www.WellsFargoRewards.com for the current cash reward redemption levels.

42. The cash reward option may be received by either a credit to Your account or a check issued using the name and address on record for Your account statement. Alternate addresses will not be accepted for the cash reward option. The credit to the account will not be applied as a payment, but instead as a credit to the principal balance. You are still required to make any payment that may be due on your account.

43. No partial cash reward will be issued upon redemption of points.

44. In the event that a check that is issued to you is lost, stolen, or destroyed, you may be required to complete a notarized Affidavit and Indemnity in form and substance satisfactory to Wells Fargo as a condition of having the check reissued.

General travel information

45. Points may be redeemed online or by calling the Rewards Customer Service Center for any rewards except for cruise line. To redeem for cruise line, You must call the Rewards Customer Service Center. Points usage will be based on a first-in, first-out basis. If the number of points required to redeem exceeds Your redeemable points, You are responsible for the payment of the balance of the travel booking.

46. Government issued photo identification is required for all domestic travel. Additional identification such as a Passport, Visa and certain health requirements may be required for travel outside the United States. It is Your or the reward recipient's responsibility to obtain proper travel identification for the destination. Any cost/fee associated with the purchase of the above mentioned items, which may or may not be required for any travel, is Your or the reward recipient's sole responsibility.

47. Neither Wells Fargo nor CL and its respective Affiliates accepts responsibility or liability for name errors which occur during the reservation process. It's Your responsibility to make sure that the name(s) on the reservation are an exact match to the identification used.

48. Travel redemptions are subject to the rules of each Supplier on your itinerary. Geographic restrictions may apply.

The information and descriptions given about the Suppliers are based on the inquiries made by CL and are believed to be accurate, but neither Wells Fargo nor CL makes any warranty or representation in respect to the information and descriptions.

49. In the event your travel reward is affected by involuntary cancellation due to weather, war, terrorism, epidemic outbreak, acts of civil unrest, natural disasters, or other force majeure events, cancellation fees may be waived at the discretion of the Supplier.

50. 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.

51. Certain restrictions may apply to travel certificates, tickets and documents. Travel certificates, tickets, and documents are not exchangeable, refundable, transferable, nor redeemable for cash and cannot be combined with any other discounts, coupons or rewards. If an electronic method of distribution is not applicable, all travel certificates, tickets and documents will be delivered via a traceable method and will not be replaceable in the event of loss, destruction or theft. You may request travel certificates, tickets and documents to be delivered by overnight carrier and You agree to pay any related delivery fees.

52. If You use a payment card for a travel reward, Your card account will include a charge for taxes and fees. This charge will include amounts paid to the Supplier for Your reservation for taxes owed by the Supplier including but not limited to, 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 not paid directly to the taxing authorities but required by law to be collected by the Supplier. The amount paid to the Supplier for taxes in connection with Your travel reward may vary from the amount estimated and included in the charge to You. The balance of the charge for taxes and fees is a fee retained as part of the compensation for services and to cover the costs of Your reservation, including, for example, customer service costs. The charge for taxes and fees varies based on a number of factors including but not limited to, the amount paid to the Supplier and the location of the Supplier where You will be staying, and may include profit.

Airline

53. Discount Airfare Option: With this option You deduct a fixed dollar value from Your airfare at the time of redemption. The number of Program points that must be redeemed to receive the fixed dollar value is determined by Us, will be disclosed to You at the time of redemption, and may change at any time and for any reason. The reservation must be booked through the Business Card Rewards Customer Service Center or via the rewards website at www.wellsfargorewards.com. At the time the Cardholder books the reservation, the remaining unpaid airfare must be paid with the Cardholder's Wells Fargo Business Card on which the Program points were earned. The Discount Airfare Option cannot be combined with any additional reward toward a single ticket.

54. Standard Airfare Option: With this option you can choose a round-trip ticket subject to a maximum redemption value. Standard Airfare option rewards are subject to the following restrictions:

- a. Are one ticket per reward redemption;
- b. Must be a round-trip ticket;
- c. Must be booked 21 days in advance;
- d. Must include a Saturday night stay;
- e. Must not have an interim stopover of four hours or more.
- f. All rewards have a maximum redemption value amount per ticket stated in U.S. dollars. If the price of the airline ticket exceeds the maximum redemption value, the Cardholder is responsible for the excess and must pay the additional amount with their Wells Fargo Elite Card on which the Elite Card Rewards program points were earned.

Flexible Airfare Option: If Your airfare does not meet all the (a-f) requirements, you may use the Flexible Airfare option. This option will allow you to bypass the rules (a-f) for additional points. The number of additional points required will vary depending on the trip booked and will be disclosed at the time of redemption. The Standard Airfare Option may be used to purchase a ticket on any major airline (Airline Reporting Corporation approved) and any available roundtrip flight, but the reservation must be booked through the Business Card Rewards Customer Service Center.

55. Airline tickets are final, non-refundable, and non-transferable once booked and cannot be combined with any other discounts, coupons or rewards. You must pay a processing fee of \$24 for each airline ticket issued. This \$24 fee also applies to the Discount Airfare Option. Only the price of the ticket at time of initial booking is covered by the reward. Any additional costs, fees and taxes that may occur due to any changes after initial booking is complete will be Your or the reward recipient's sole responsibility. The \$24 processing fee can be paid with points or a payment card.

56. Changes to the travel itinerary, lost tickets, cancellation of reservations made through the Rewards Customer Service Center, or failure to utilize issued tickets must be negotiated by You with the airline directly according to the airline's procedures, policies, penalties and additional charges. Changes to any reservation may result in the airline charging a

minimum per ticket change fee of \$150 or more. These fees are subject to change by the airline at any time, without notice to You. In addition, a change fee of \$35.00 per ticket will be charged by Us for all exchanges, modifications, or cancellations, made through the Rewards Customer Service Center.

57. Some air travel may be limited to class of service and availability. Charter flights, Consolidator rates and Internet fares are not eligible for point redemption. There are no travel blackout dates.

58. All tickets will be issued at time of booking as e-tickets, unless e-tickets are unavailable due to airline restrictions. If an e-ticket is unavailable, You will be charged a minimum of \$14.95 for shipping and handling. All paper tickets will be shipped within 48 hours of point redemption or card payment.

59. Neither Wells Fargo nor CL are responsible for communication of airline schedule changes. It is recommended that travelers reconfirm flight reservations with the airline at least 24 hours prior to departure for domestic flights and 72 hours prior to departure for international flights, or at such other times as the airline may recommend to You.

60. Additional costs, fees and taxes are Your or the reward recipient's sole responsibility. These costs, fees and taxes may include without limitation any cost above the redemption value, shipping and handling, requesting a paper ticket when an e-ticket is available, any change or cancellation to the itinerary, any fare increase resulting from a change, tax liability, baggage charges, departure taxes, fuel surcharges, other charges that may have been assessed by government entities, and for tickets purchased not using a reward redemption.

61. Advance seat assignments, if available and allowed by the airline, are not guaranteed. If you have a specific request, You will need to work directly with the airline.

62. A maximum of nine airline tickets may be booked per reservation.

Cruises

63. Cruises do not include ground transfers. Not all air/sea combinations include ground transfers.

64. You may purchase and arrange Your own transportation in connection with cruise travel or you may purchase or arrange Your transportation through the cruise line Supplier. Neither Wells Fargo nor CL nor their respective Affiliates, nor Suppliers will be liable for any cancellation, trip interruption, difficulties with connecting flights, delay or costs caused by transportation not arranged or purchased through the Supplier; however the Supplier may be responsible for cancellation, trip interruption, difficulties with connecting flights, delay or costs caused by transportation arranged or purchased through the Supplier. Neither Wells Fargo nor CL nor their respective Affiliates have control over the air flight schedules, carriers selected, or whether Your flight will be non-stop. The Rewards Customer Service Center can help You arrange alternatives for the Supplier air/sea package, but cannot guarantee that the Supplier will honor Your request. Some Suppliers will not allow You to choose other flight arrangements under any circumstances.

65. It is Your responsibility to make sure that deposits and final payments are made by the Supplier due date. Until payments are confirmed by the Supplier, price, cabin, and availability are subject to change and cancellation.

66. You have the option to purchase vacation protection insurance before taking a cruise. If You choose to decline any vacation protection insurance offered through the Supplier on behalf of a travel insurance provider, You will assume all risk of recovery of your costs, and the Rewards Customer Service Center will be unable to assist You. Refunds are subject to the policies of the individual travel insurance provider.

Hotel

67. Hotel reservations include room and applicable taxes only, unless otherwise noted. Any additional hotel charges, such as resort fees and hotel energy surcharges and incidentals that you incur while traveling, are not included in your reservation and must be paid directly to the hotel. Incidental charges may include, without limitation, parking fees, baby-sitting, room service, phone and internet usage fees, in-room movies, mini-bar charges and gratuities.

68. Hotel cancellations or modifications received at any time are subject to applicable Supplier fees, which may be higher during peak or holiday travel periods. Hotel cancellations received within 5 days of check-in date are subject to a Supplier cancellation fee equal to the charge for a one-night stay, including taxes and other applicable fees. No shows are non-refundable and all payments made and points used by You in connection with the reservation will not be refunded or credited.

69. Contact the Rewards Customer Service Center at 1-800-213-3365 for all cancellation or modification requests. Cancellations or modifications handled by the Supplier directly may result in additional fees.

70. Policies regarding children vary by Supplier. Please contact the Supplier directly to learn of child policies.

71. Due to Supplier policies applicable to the Program's preferred rates, Your name may not be provided to the Supplier until 24 hours prior to Your arrival. Please contact the Rewards Customer Service Center directly for any special requests.

72. Reasonable attempts will be made to notify You of hotel renovation or refurbishment; however, neither Wells Fargo nor CL nor their respective Affiliates shall be liable for any failure to provide such notification or for damages that may result from such renovation or refurbishment.

Car Rental

73. Car Rental rewards 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 are Your or the reward recipient's sole responsibility.

74. Redemptions and advance purchase rental rates include unlimited mileage, taxes and fees.

75. Local taxes, charges, and fees not included will be assessed by the Supplier directly, and are subject to change. Rental terms, cancellation fees and any additional fees are subject to change without notice and may vary by Supplier.

76. Car reservation cancellations or modifications received at any time may be subject to an applicable Supplier fee. No shows are non-refundable and all payments made and points used by You in connection with the reservation will not be refunded or credited.

77. For reservation-only or courtesy hold rentals, rates are subject to taxes, costs and fees as set forth in the policy of the applicable Supplier and may vary by Supplier. Charges are billed directly by the car rental Supplier, and are subject to change.

78. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, and special equipment charges, vary by Supplier, are not included in Your reward, or payment transaction. Charges are billed directly by the car rental Supplier, and are subject to change.

79. Renters must be at least 25 years of age and have a valid driver's license, major credit card and some Suppliers may require a good driving record. Suppliers reserve the right to deny car rentals for any reason, including past driving records. The Program does not permit one way rentals.

Activity

80. Theater tickets, theme-park passes, and select sightseeing tours are non-refundable once booked. All other activities cancelled or modified more than 3 days prior to activity date may be subject to applicable Supplier fees and all other activities cancelled within 3 days of activity date are non-refundable. No-shows are non-refundable and all payments made and points used by You in connection with the reservation will not be refunded or credited.

81. A Supplier reserves the right to change, cancel, or modify the date, length, or any inclusions of the activity booked without notice. You or the reward recipient should reconfirm the activity booked with the Rewards Customer Service Center at least 72 hours prior to the activity date.

Reward gift cards / Merchant certificates / E-certificates

82. Merchant gift cards are subject to the terms of the merchant issuer, including any applicable usage or dormancy fees, and expiration dates. Merchant gift cards must be presented to the participating merchant for redemption, use and the delivery of goods and services.

83. Gift cards are non-redeemable for cash equivalent.

84. Gift cards cannot be used towards the purchase of gift cards.

85. Reward gift cards / certificates are not replaceable if lost, stolen, destroyed or expired and are non returnable.

86. Reward gift cards / certificates will not be extended beyond the certificate expiration date, if any.

87. Blackout dates may apply to reward gift cards / certificates.

88. Complete terms and conditions vary according to the type of reward gift card / certificate and are available at www.WellsFargoRewards.com or call the Rewards Customer Service Center's toll-free number at 1-800-213-3365.

Wells Fargo® Visa Gift Card

89. Complete terms and conditions as well as current fee information for the Wells Fargo Visa® Gift Card are available at www.wellsfargo.com/giftcard.

90. The Wells Fargo Visa Gift Card can be replaced or reissued for a fee. Other fees may apply.

Merchandise

91. Merchandise redemptions are subject to the rules of the merchant. The manufacturers' warranty, if any, applies to all merchandise offered. Merchandise items are non-returnable. Returns are only accepted for Merchandise that is damaged, defective or mis-shipped and reported within 60 days of the receive date. All laptop returns must be made within 15 days from receive date. Call the Rewards Customer Service Center prior to returning the defective merchandise.

92. Merchandise pictures may not reflect the exact color or manufacturer model of the items.

Charitable contributions/donations and renewable energy certificates

93. Participating charities and Renewable Energy Companies are subject to change at any time, for any or no reason, without notice to You. We may discontinue Our relationship with any charity or Renewable Energy Company, at any time, without notice.

94. Consult Your tax advisor regarding whether Your redemption of points towards a charitable contribution/donation and/or Renewable Energy Certificate is tax deductible.

95. All points redeemed for charitable contributions/donations or towards renewable energy are final. Points cannot be returned.

Supplier taxes and fees for non-point transactions

96. In connection with facilitating Your transaction, the charge to Your debit or credit card will include a charge for taxes and fees. This charge includes an estimated amount to recover the amount paid to the Supplier in connection with Your reservation 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 not paid directly to the taxing authorities but required by law to be collected by the Supplier. The amount paid to the Supplier for taxes in connection with Your reservation may vary from the amount estimated and included in the charge to You. The balance of the charge for taxes and fees is a fee retained as part of the compensation for services and to cover the costs of Your reservation, including, for example, customer service costs. The charge for taxes and fees varies based on a number of factors including, without limitation, the amount paid to the Supplier and the location of the Supplier, where You will be staying, and may include profit.

97. Neither Wells Fargo nor CL are the vendor collecting and remitting taxes to the applicable taxing authorities. The Suppliers include all applicable taxes in the amount billed to CL and CL pays all such taxes directly to the Suppliers. CL are not a co-vendor associated with the Supplier. Taxability, the appropriate tax rate and the type of applicable taxes vary greatly by location.

98. For transactions involving Suppliers located within certain jurisdictions, the charge to Your debit or credit card for taxes and fees includes a tax that CL are required to collect and remit to the jurisdiction owed on amounts retained as compensation for services.

99. Please note that CL are not able to facilitate a rebate for applicable Goods and Services Tax ("GST") or Value Added Tax ("VAT") if You are using CL to book international accommodations.

Destination taxes

100. Government imposed departure or entry taxes may not be included in ticket taxes. Passengers should be prepared to pay these taxes in cash on location.

Miscellaneous

101. If any provision of the Terms are determined to be unlawful, the rest of the Terms will stand and the unlawful provision will be deemed amended to conform to law.

102. We may waive or delay enforcing any of our rights without losing them. Neither We nor CL are responsible for any disputes between You and any authorized users relating to rewards, redemption of rewards, or use of rewards.

103. We reserve the right to assign any rights we have in the Program to another creditor or party. The other creditor or party is then entitled to any rights We assign to them. You do not have the right to assign, transfer or sell Your rewards.

Seller of travel information

Travel services are provided by Loyalty Travel Agency LLC. States seller of travel registration numbers for Loyalty Travel Agency LLC 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 ST37578; Hawaii TAR-6750, Iowa 987; State of Washington 602 868 200.