

EVERGREEN® REWARDS PROGRAM TERMS AND CONDITIONS

As used in these Terms and Conditions, the words “you” and “your” refer to the owner(s) (primary and secondary cardmembers) of your Account enrolled in the Evergreen® Rewards Program described below (the “Program”). First National Bank of Omaha (referred to herein as “we”, “us”, “our”, and “FNBO®”), is the issuer of the credit card account(s) (the “Account”) and the sponsor of the Program. The Program is offered at our sole discretion.

We have contracted with a third party, who is solely responsible for managing the Program and the redemption portion of the Program, and may impose additional conditions, restrictions, and limitations on the redemption of Rewards. We are not responsible for this third party’s products, services, or decisions regarding redemption of Rewards, or other determinations made under the portion of the Program it manages.

EARN POINTS	Earn 2 points (equal to 2% cash back) for each \$1.00 of Net Purchases posted to the Account.
ANNUAL PROGRAM FEE	There is no annual Program fee. However, please review the Cardmember Agreement and the accompanying Rates and Terms Schedule for information on possible annual or monthly set-up and maintenance fees associated with the Account.
LIMIT ON POINTS EARNED	There is no limit on the number of points that can be earned, but if we offer bonus points, we may limit the number of bonus points awarded for certain purchases and/or promotions.
POINT EXPIRATION	Points do not expire.
POINT FORFEITURE	If the Account is closed for any reason, enrollment in the Program will be terminated and any accumulated points will be forfeited.
POINT REDEMPTION	Points can be redeemed for (collectively, the “Rewards”): <ul style="list-style-type: none"> • Cash back (in 2,500 point increments equaling \$25) <ul style="list-style-type: none"> o as a statement credit to the Account, o an ACH deposit to any checking or savings account (ABA routing number required), or o as a check sent by mail • Gift cards and gift certificates • Merchandise • Other goods and services A listing of all available Rewards is set forth on the Evergreen® Rewards Website (the “Website”), or this information can be obtained by calling the Rewards Service Center.
REDEMPTION REQUESTS	Redeem points 24/7 through online Account access at the web address indicated on the Account billing statement or call 1-888-801-7987 during the hours of operation set forth below.

These Terms and Conditions are in addition to those set forth in the Cardmember Agreement governing the Account, which remains in full force and effect and is unaffected by these Terms and Conditions. The most current version of these Terms and Conditions, including any changes, will be posted by us and available through the Account detail page through the web address shown on the Account billing statement. It is your responsibility to review these Terms and Conditions online for the most current version.

The Rewards available under this Program will be posted on the Website. To access the Website, you must first log into online banking through the web address shown on the Account billing statement. From the Account detail page, click on the link to access the Website to view the redemption options.

ENROLLMENT: To participate in the Program, the Account must be open. The “Enrollment Date” is the date the Account is opened or, if later, the date enrollment in the Program is completed. Program membership will be automatically renewed each year with the Terms and Conditions and the fees, if any, then in effect, until we are notified that the card is being cancelled or enrollment in the Program is terminated as otherwise permitted by these Terms and Conditions.

NET PURCHASES: “Net Purchases” are authorized, new purchases posted to the Account on or after the Enrollment Date, excluding refunds, credits (for returned merchandise or otherwise), and disputed billing items. Net Purchases do not include: (a) annual fees, finance charges, and other fees or charges posted by us to the Account; (b) cash advances (including, but not limited to, purchases of money orders or other cash equivalents) or special check transactions; (c) balance transfers; (d) charges for other products, services, or benefits that we provide; or (e) other transactions that we determine not to be eligible.

We reserve the right to determine, in our sole discretion, whether transactions qualify as Net Purchases, and our determinations shall be final.

POINTS: Points are not earned in the Program until they appear on the Account billing statement. Points may be deducted for awards based on purchases that are subsequently subject to a refund, credit, or dispute, which could result in a negative point balance. We reserve the right to retroactively correct errors made in point awards. Points will not be earned if the Account cannot be used for new purchases or participation in the Program has been suspended. If a credit card is reported lost or stolen, we will temporarily suspend our awarding of points in the Program until a new card is issued.

At our sole discretion, we may award additional bonus points in connection with certain purchases and/or promotions. Additional details and additional terms and conditions will be provided with such offers and are in addition to these Program Terms and Conditions unless otherwise specified therein. We reserve the right to determine which Net Purchases are eligible for bonus points.

Each Account billing statement will include the total number of points earned for the covered billing cycle. Information regarding the Account (including the number of points earned and redeemed) can also be obtained by accessing the Account billing statement online or by calling the Customer Service number listed on the back of the credit card.

POINT DISCREPANCIES: If you think there is a discrepancy in the number of points earned, you must notify us within 60 days of the date of the first Account billing statement showing the discrepancy. If you fail to notify us, the Account billing statement will be considered accurate, and you will have waived all claims for adjustments. In the event that an adjustment to your point total means that you received a Reward that you were not otherwise entitled to, you agree that you owe us the point value of such excess redemption and that we have the right in our sole discretion to reduce the point balance accordingly, withhold any subsequent points and/or Rewards you earn that correspond(s) in number to any you received in error, and collect any such amount you owe. Point discrepancies do not constitute billing errors. Payments on the Account are due as provided in the Cardmember Agreement.

HOURS OF OPERATION: The Evergreen® Rewards Service Center (“Rewards Service Center”) hours of operation are Monday through Friday, 8:00 a.m. to 11:00 p.m. Central Time, and Saturday and Sunday, 8:00 a.m. to 4:30 p.m. Central Time. The Rewards Service Center is closed on New Year’s Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day and closes at 4:00 p.m. Central Time on Christmas Eve and New Year’s Eve. Should assistance be necessary when the Rewards Service Center is closed, please contact the Customer Service Center at the phone number listed on the back of the credit card.

REWARDS AND REDEMPTION: If a credit card is reported lost or stolen, the ability to redeem points will be temporarily suspended until a new card is issued. Redemption requests are subject to point balance verification. Upon verification of the point balance, if the Account does not have enough points to redeem for a particular Reward, the Reward may still be obtained by redeeming at least 1,000 points toward the Reward and then paying the balance owed for the Reward with a credit card. The required credit card payment will vary based on the amount of points applied towards the Reward.

Points can be redeemed to obtain Rewards by calling the Rewards Service Center during hours of operation at 1-888-801-7987 or, if the Account has elected to have online access, the Account can be accessed online from the Account detail page by clicking on the link to access the Website. We are not liable for fulfilling Reward requests we believe in good faith are made by any person claiming authority to act on behalf of the Account. All Rewards are subject to availability and we reserve the right to substitute a Reward of equal or greater value. We may withdraw, change, or replace any Reward item. We may also change the number of points required to redeem a Reward, and/or the amount of cash required to redeem a Reward, at any time and without prior notice. We are not responsible for replacing lost, stolen, or destroyed Rewards. All transactions are final. There are no refunds, exchanges, replacements, or conversions for currency, credits, points, or Rewards.

Point redemptions may be subject to shipping, handling, or other fees, and shipping restrictions may apply. Please visit the Website, or contact a Rewards Service Center representative for complete details regarding Rewards redemption. Neither FNBO nor any affiliate or contractor of FNBO is responsible for Rewards or correspondence lost or delayed due to mail delivery. The shipping address for merchandise redemptions must include a street address; PO Box addresses are not accepted for merchandise. We are unable to ship merchandise or gift cards to addresses outside the United States and Puerto Rico. Delivery of merchandise to Alaska, Hawaii, or Puerto Rico may require additional non-standard handling charges, which cannot be paid with points. Multiple Rewards items redeemed at the same time may be shipped separately and at different times.

The merchants participating in the Program are not affiliated with us nor are these merchants considered sponsors or co-sponsors of the Program. All trademarks are the property of their respective owners. The merchants’ terms and conditions apply to their respective gift cards/certificates, merchandise, and/or services. Upon receiving Rewards, see each merchant’s specific terms and conditions for complete details, which are subject to change by the merchants at their sole discretion from time to time, subject to applicable law.

If there are any questions regarding Rewards redemption or any other questions about the Program, the Website can be accessed 24 hours a day, 7 days a week for complete information regarding the Program or the current status on a redemption order. A Rewards Service representative can also be reached at the Rewards Service Center at 1-888-801-7987 during hours of operation as stated above.

CASH BACK: Only points can be used to redeem for cash back, not a combination of points and a credit card. Cash back redemptions are in increments of 2,500 points equaling \$25.

While cash back in the form of a statement credit will be applied as a credit to the Account, **the regular monthly payments shown on the Account billing statement must still be made.** Statement credits will post to the Account within 5 business days. It may not appear on the printed Account billing statement for 1 to 2 billing cycles.

Checks are processed and sent out within 3 to 5 business days from the date of the request and will only be sent to the address listed on the Account. Please ensure that the address information on the Account is up to date prior to redeeming for a check. We are not responsible for replacing lost, stolen, or destroyed checks. If a check has not been cashed and cleared within 120 days after the issue date, the check will become void and the money received as a Reward will be credited to the Account as a statement credit.

For all checking and savings account ACH deposit cash back redemptions, it is your responsibility to ensure that you have provided the correct account number in the redemption form in order for the amount requested to be deposited accordingly. Checking or savings account ACH deposits will post to the account within 5 business days. Only a U.S. financial institution of your choice (ABA routing number required) may be used. If the deposit is rejected, the redemption will be reversed and the points will be added back to the rewards balance associated with the Account. We will attempt to contact you by phone to inform you of the cancellation of the deposit and you will be required to place a new redemption request using the correct ABA routing and bank account number.

ADDITIONAL RESTRICTIONS: Points may not be accumulated in connection with purchases made in violation of law or the Cardmember Agreement. Purchases or points cannot be combined with, or transferred to, another account. Points cannot be redeemed to make the required monthly payment shown on the Account billing statement. No accommodation will be made for unused or forfeited points. Points have no monetary value, are non-negotiable, and do not constitute your property. The sale or barter of points is prohibited and will void points. Points are not transferable in the event of the cardmember's death, as part of a domestic relations matter, or for any other reason. We are not responsible and bear no liability for any disputes concerning the ownership, redemption, or disposition of any points.

SUSPENSION; TERMINATION: At any time, with or without cause or advance notice (except where required by law), we may suspend the participation, or terminate the enrollment, of any person and/or Account in the Program. Reasons for suspension or termination include, but are not limited to, violations of these Terms and Conditions, the Cardmember Agreement, or any other agreement with us, providing false or misleading information to us, or circumstances that lead us to suspect the Account or the Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse.

During a suspension, points may not be able to be earned or redeemed. For example, if a credit card is reported lost or stolen, the ability to earn and to redeem points will be temporarily unavailable until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Program will be terminated. If enrollment in the Program is terminated, any accumulated points will be forfeited.

We also reserve the right to suspend or terminate the Program, in whole or in part, for any reason, at any time, with or without prior notice (except where required by law). Our decisions regarding the Program are final. If we suspend the Program, further points will not be awarded and the ability to redeem points may not be available during the suspension. If we terminate the Program, no further points will be awarded. If the Program is terminated through no fault of your own, you will be notified of the date when points will no longer be earned and how long the ability to redeem any accumulated points will be available.

CHANGES: We reserve the right to change these Terms and Conditions at any time and to limit, modify, delete, or otherwise change any aspect of the Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Program, with or without prior notice except where required by law. Changes may have a retroactive effect. Changes may affect outstanding purchases and points, and may include, but not be limited to, the number of points required to earn Rewards, the type of purchases which qualify for points, the type and/or value of Rewards, the availability of Rewards, the addition of blackout dates, the imposition of an annual Program membership fee or other fee, the increase of any fee that may be associated with the Program, and the number of points which may be earned per month or per year. We may also substitute another rewards program for this one, in our sole discretion with or without prior notice.

TAX LIABILITY: Points or Rewards may be subject to federal, state, or local income tax. Determination and payment of any liability for federal, state, or local income taxes regarding the earning or redemption of points or Rewards are your sole responsibility. Please consult your tax advisor concerning any income or other tax consequences related to participation in the Program.

AUDITS: We reserve the right to audit the Account for compliance with these Terms and Conditions. In the event an audit reveals any point or other discrepancies, we can correct any such point or other discrepancies we discover, and the awarding of points and the redemption of points for Rewards may be delayed until such discrepancies are resolved.

RELEASE OF INFORMATION: You consent to our release of information about you and the Account to third parties as necessary or convenient to carry out the Program or as permitted by applicable law.

OTHER TERMS: The Program is void where prohibited by law. All interpretations of these Terms and Conditions, all determinations of point discrepancies, and the resolution of all other disputes shall be at our sole discretion, and our decisions will be final. We are not responsible for problems beyond our control, including, but not limited to, communications or computer systems failures, war, or acts of God. **IN NO EVENT SHALL WE BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, OR EXEMPLARY DAMAGES.** By participating in, or claiming or accepting any points or other benefits of the Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, the Rewards Service Center, and each of our respective affiliates from any claim or liability relating to the Program or your use of any Reward. Further, you agree to these Terms and Conditions by submission of payment or redemption of points for any Rewards under this Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles).

Every effort has been made to ensure that all information in all Program materials is accurate. We are not responsible for printing errors or omissions. Please check the online Account detail page for the most current Terms and Conditions.