

BEST WESTERN REWARDS® MASTERCARD® CREDIT CARD 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 Best Western Rewards® Mastercard® Credit Card Rewards Program described below (the "Credit Card Rewards Program"). First National Bank of Omaha (referred to herein as "we", "us", "our", and "FNBOSM"), is the issuer of the credit card account(s) (the "Account") and the sponsor of the Credit Card Rewards Program. The Credit Card Rewards Program is offered at our sole discretion and is dependent on the participation and cooperation of Best Western® International Inc. (referred to as "Best Western").

You can earn rewards in two ways: through the Best Western Rewards® Program (the "Best Western Rewards Program") provided and administered by Best Western and through the Credit Card Rewards Program.

BEST WESTERN REWARDS PROGRAM: You can earn Best Western Rewards Program points ("Best Western Rewards Points") through the Best Western Rewards Program by establishing a valid Best Western Rewards Program membership account ("Best Western Account"). Best Western is solely responsible for the rules and administration of the Best Western Rewards Program, which is governed by separate terms and conditions found at www.bestwestern.com/rewards/benefits/terms.asp. Best Western Rewards Points are redeemable only through the Best Western Rewards Program.

The Best Western Rewards Program may, at Best Western's sole discretion, offer additional or promotional opportunities to earn a greater number of Best Western Rewards Points in connection with certain purchases or promotions. There may be a limit to the number of Best Western Rewards Points that can be earned in connection with such purchases or promotions, and certain exclusions, and limitations on redemption, may apply, as determined by Best Western.

CREDIT CARD REWARDS PROGRAM: You can earn Credit Card Rewards Program points ("Points") in the Credit Card Rewards Program as described in the table below. All Points earned in the Credit Card Rewards Program will be automatically reported to the Best Western Rewards Program monthly and are redeemable only as Best Western Rewards Points through the Best Western Rewards Program.

Your enrollment in the Credit Card Rewards Program occurred automatically when the Account was opened. You must remain enrolled in the Best Western Rewards Program in order for Points earned in the Credit Card Rewards Program to be reported to the Best Western Rewards Program. If you were not already a Best Western Rewards Program member when you were issued this Account, you were automatically enrolled in the Best Western Rewards Program and a Best Western Account was established for you. Your Best Western Account and your membership in the Best Western Rewards Program will remain in force in accordance with the terms and conditions of the Best Western Rewards Program even if the Account is closed by you or by us. See the Best Western Rewards Program terms and conditions at www.bestwestern.com/rewards/benefits/terms.asp for full details. If enrollment in the Best Western Rewards Program is terminated or cancelled for any reason, we may terminate enrollment in the Credit Card Rewards Program.

EARN POINTS	Earn 3 Points for each \$1.00 of Best Western Purchases posted to the Account
	Earn 2 Points for each \$1.00 of Net Purchases posted to the Account that is not from a Best Western Purchase.
BONUS EARNINGS	In addition to the above , an additional 20,000 bonus Points can be earned during each Qualification Period if \$5,000 or more in Net Purchases is posted to the Account within that Qualification Period. Please allow up to 8 weeks after the end of each applicable Qualification Period for the Points to be added to the Points balance (Account must be open and enrolled in the Credit Card Rewards Program at that time). Your Account will generally have monthly billing cycles (whether or not you receive an Account billing statement for the month). However, your first billing cycle will begin on the day you open your Account and may be more or less than one month.
ANNUAL CREDIT CARD REWARDS PROGRAM FEE	There is no annual Credit Card Rewards 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	Please see the Best Western Rewards Program terms and conditions at www.bestwestern.com/rewards/benefits/terms.asp for information regarding expiration, redemption, forfeiture, and other limitations on Best Western Rewards Points.
POINT FORFEITURE	If the Account is closed for any reason, enrollment in the Credit Card Rewards Program will be terminated and any accumulated Points not yet awarded in the Credit Card Rewards Program may be forfeited.
POINT REDEMPTION	Each Point earned in the Credit Card Rewards Program will equate to 1 Best Western Rewards Point, which will be redeemable only through the Best Western Rewards Program.
REDEMPTION REQUESTS	Points are redeemable only after they are reported to the Best Western Rewards Program. Please see the Best Western Rewards Program terms and conditions at www.bestwestern.com/rewards/benefits/terms.asp for information on Best Western Rewards Point redemption.

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.

ENROLLMENT: To participate in the Credit Card Rewards Program, the Account must be open, you must have a valid and current Best Western Account, and you must comply with all terms of the Best Western Rewards Program. The "Enrollment Date" is the date the Account is opened or, if later, the date enrollment in the Credit Card Rewards Program is completed. Credit Card Rewards 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 Credit Card Rewards Program is terminated as otherwise permitted by these Terms and Conditions.

QUALIFICATION PERIOD: A "Qualification Period" is a period of 12 consecutive billing cycles. The first Qualification Period will begin with the start of the first billing cycle after the Account is enrolled in the Credit Card Rewards Program and will end on the last day of the 12th billing cycle. Each subsequent Qualification Period will be the period of 12 consecutive billing cycles immediately following the prior Qualification Period.

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. "Best Western Purchases" are Net Purchases that are qualifying room night purchases made at www.bestwestern.com, by calling Best Western directly, or by booking through a Best Western branded hotel.

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

POINTS: Points are not earned in the Credit Card Rewards 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 may result in negative Point reporting to the Best Western Rewards Program. 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 Credit Card Rewards Program has been suspended. Your enrollment in the Credit Card Rewards Program must not be suspended in order for Points to be reported to the Best Western Rewards Program. If a credit card is reported lost or stolen, we will temporarily suspend our awarding of Points in the Credit Card Rewards Program until a new card is issued. Points reported to Best Western during each billing cycle and shown on the monthly billing statement will be rounded up to the nearest ten Point interval. For example, if 121 Points are earned during a particular billing cycle, the monthly statement will show 130 Points earned.

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 Credit Card Rewards 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) 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 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.

REWARDS AND REDEMPTION: All terms and conditions pertaining to the Best Western Rewards Program will apply. Best Western is solely responsible for redemption and for all other aspects of the Best Western Rewards Program. Best Western Rewards Points will be redeemed as stated in the Best Western Rewards Program terms and conditions found at www.bestwestern.com/rewards/benefits/terms.asp. Best Western may impose additional conditions, restrictions, and limitations on redemption and/or expiration of Best Western Rewards Points. We are not responsible for the Best Western Rewards Program or for Best Western's products, services, or decisions, or its refusal to redeem Best Western Rewards Points. We are not responsible for making Best Western Rewards Points available in the Best Western Account, including any decision by Best Western not to credit the Best Western Account based on Points we have reported.

In the event the Credit Card Rewards Program Terms and Conditions conflict with any rules, terms, or conditions of the Best Western Rewards Program, the Credit Card Rewards Program Terms and Conditions will control with respect to all questions relating to the Credit Card Rewards Program. In the event the Best Western Rewards Program terms and conditions conflict with any rules, terms, or conditions of the Credit Card Rewards Program, the Best Western Rewards Program terms and conditions will control with respect to all questions relating to the Best Western Rewards Program.

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 Credit Card Rewards 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 Credit Card Rewards Program have been misused in any way, including, but not limited to, fraud, excessive transactions, or any other abuse. If your enrollment in the Best Western Rewards Program is terminated or cancelled for any reason, we may terminate your enrollment in the Credit Card Rewards Program.

During a suspension, Points may not be able to be earned and Points may not be reported to the Best Western Rewards Program. For example, if a credit card is reported lost or stolen, the ability to earn Points will be temporarily unavailable and we may not report Points to the Best Western Rewards Program until a new credit card is issued. If the Account is closed for any reason, by you or by us, enrollment in the Credit Card Rewards Program will be terminated. If enrollment in the Credit Card Rewards Program is terminated, we will no longer report Points to the Best Western Rewards Program.

We also reserve the right to suspend or terminate the Credit Card Rewards 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 Credit Card Rewards Program are final. If we suspend the Credit Card Rewards Program, further Points will not be awarded and we may not report Points to the Best Western Rewards Program during the suspension. If we terminate the Credit Card Rewards Program, no further Points will be awarded. If the Credit Card Rewards Program is terminated through no fault of your own, you will be notified of the date when Points will no longer be earned and when we will stop reporting Points to the Best Western Rewards Program.

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 Credit Card Rewards Program, in whole or in part, including, but not limited to, suspending or terminating all or part of the Credit Card Rewards 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 type of purchases which qualify for Points, the addition of blackout dates, the imposition of an annual Credit Card Rewards Program membership fee or other fee, the increase of any fee that may be associated with the Credit Card Rewards 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 Credit Card Rewards 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 reporting of Points to the Best Western Rewards Program 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 Credit Card Rewards Program or as permitted by applicable law.

OTHER TERMS: The Credit Card Rewards 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 Credit Card Rewards Program, you consent to be bound by all the Terms and Conditions stated herein and you agree to release us, Best Western, and each of our respective affiliates from any claim or liability relating to the Credit Card Rewards 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 Credit Card Rewards Program. These Terms and Conditions are governed by and shall be construed in accordance with Nebraska law (excluding conflicts of law principles).

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Every effort has been made to ensure that all information in all Credit Card Rewards 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.