

## RUNNINGS 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 Runnings 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 and is dependent on the participation and cooperation of Runnings Supply, Inc. (referred to as "Runnings").

<b>EARN POINTS</b>	<b>Earn 3 points</b> (equal to 3% back) for each \$1.00 of Runnings Purchases posted to the Account. Each point is worth \$0.01 toward a Runnings Gift Card.
	<b>Earn 2 points</b> (equal to 2% back) for each \$1.00 of Gas Purchases or Grocery Purchases posted to the Account. Each point is worth \$0.01 toward a Runnings Gift Card.
	<b>Earn 1 point</b> (equal to 1% back) for each \$1.00 of Net Purchases posted to the Account that is not from a Runnings Purchase, Gas Purchase, or Grocery Purchase. Each point is worth \$0.01 toward a Runnings Gift Card.
<b>ANNUAL PROGRAM FEE</b>	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.
<b>LIMIT ON POINTS EARNED</b>	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.
<b>POINT EXPIRATION</b>	Points do not expire.
<b>POINT FORFEITURE</b>	If the Account is closed for any reason, enrollment in the Program will be terminated and any accumulated points will be forfeited.
<b>AUTOMATIC POINT REDEMPTION</b>	If the Account is open, points are redeemed automatically in <b>2,500 point</b> increments at the end of each billing cycle. Each 2,500 points equate to a <b>\$25 Runnings Gift Card ("Gift Card")</b> , subject to the Program's complete Terms and Conditions.
<b>AUTOMATIC GIFT CARD DELIVERY</b>	Gift Cards will be sent automatically in increments of \$25. If more than \$25 in Gift Cards are earned, additional Gift Card(s) will be sent in separate envelope(s). Gift Cards will be automatically sent to the same address where the Account's billing statements are sent (which may take 30 to 60 days after each respective 2,500 points have been posted to the Account).

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 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. "Runnings Purchases" are Net Purchases made at any participating Runnings location or through www.runnings.com. "Gas Purchases" are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Service Stations (with or without ancillary services)" (MCC 5541) or "Automated Fuel Dispensers" (MCC 5542). "Grocery Purchases" are Net Purchases made at any merchant whose merchant category code ("MCC") is classified by the payment card industry as "Grocery Stores and Supermarkets" (MCC 5411), "Freezer and Locker Meat Provisioners" (MCC 5422), "Candy, Nut, and Confectionary Store" (MCC 5441), "Dairy Products Stores" (MCC 5451), "Bakeries" (MCC 5462), "Misc. Food Stores, Convenience Stores and Specialty Markets" (MCC 5499), or "Package Stores – Beer, Wine, and Liquor" (MCC 5921). Merchants that sell grocery items may not necessarily have one of these MCCs. The MCC is a four-digit code used by the payment card industry to classify a merchant's primary business. Some merchants may have multiple MCCs (even within the same retail location) and some merchants might be expected to be classified into one of the MCCs identified above, but they may not be classified as such. This could affect whether purchases made from such merchants will qualify as Gas Purchases, Grocery Purchases, or other Net Purchases and, as a result, how many points will be earned on such transactions. We do not assign MCCs to merchants and we are not responsible for confirming or monitoring the MCC assignments made by the payment card networks. We reserve the right to determine, in our sole discretion, whether transactions qualify as Runnings Purchases, Gas Purchases, Grocery Purchases, or 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. 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.

**BUSINESS ACCOUNTS:** A "Business Account" is an Account that you agree to use solely for business purposes in your Cardmember Agreement. A Business Account with multiple cardholders may elect to award and redeem points at the company level or to one or more designated individual Accounts. Certain limitations may apply. If you need assistance designating point awards, please contact Commercial Card Client Servicing at 1-800-652-5741. If this section conflicts with any other section of these Terms and Conditions, then this section shall control with respect to Business Accounts.

**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 Gift Card 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 Gift Cards 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.

**GIFT CARDS AND AUTOMATIC REDEMPTION:** If a credit card is reported lost or stolen, the automatic point redemption will be temporarily suspended until a new card is issued.

If the Account is open and in good standing, your points will be automatically redeemed for the Gift Cards as stated above. Gift Cards will be sent to the address where we send the Account's billing statements (which may take 30 to 60 days after the Account has been awarded the respective 2,500 points). Runnings is responsible for honoring the Gift Cards and may impose additional conditions, restrictions, and limitations on redemption of the Gift Cards.

We are not responsible for Runnings' products or decisions or their refusal to honor Gift Cards or to otherwise participate in the Program. Gift Cards can be redeemed for online and in-store purchases.

If you or we close the Account before meeting an increment of 2,500 points, your points will be forfeited and you will not be entitled to those points for a Gift Card. We are not responsible for replacing lost, stolen, or destroyed Gift Cards.

**ADDITIONAL RESTRICTIONS:** Points may not be accumulated in connection with purchases made in violation of law or the Cardmember Agreement. Subject to certain point accrual and redemption elections that are available for business card arrangements with multiple cardholder accounts, 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 depending on the designations made for earning and redeeming points. For example, if a credit card that is designated to redeem at the individual Account level 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 Gift Cards, the type of purchases which qualify for points, the type and/or value of Gift Cards, the availability of Gift Cards, 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 Gift Cards 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 Gift Cards 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 Gift Cards 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, Runnings, and each of our respective affiliates from any claim or liability relating to the Program or your use of any Gift Card. Further, you agree to these Terms and Conditions by submission of payment or redemption of points for any Gift Cards 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.**