

## THE RESTAURANT STORE VISA® CREDIT CARD 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 The Restaurant Store Visa® Credit Card Program described below (the "Credit Card Rewards 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 Credit Card Rewards Program. The Credit Card Rewards Program is offered at our sole discretion and is dependent on the participation and cooperation of The Restaurant Store, LLC (referred to as "The Restaurant Store").

You can earn rewards in two ways: through the The Restaurant Store Program provided and administered by The Restaurant Store and through the Credit Card Rewards Program.

**THE RESTAURANT STORE PROGRAM:** You can earn The Restaurant Store Program points ("The Restaurant Store Points") through the The Restaurant Store Program by establishing a valid The Restaurant Store Program membership account ("The Restaurant Store Account"). The Restaurant Store is solely responsible for the rules and administration of the The Restaurant Store Program, which is governed by separate terms and conditions found at [www.therestaurantstore.com](http://www.therestaurantstore.com). The Restaurant Store Points are redeemable only through the The Restaurant Store Program.

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

**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 The Restaurant Store Program monthly and are redeemable only as The Restaurant Store Points through the The Restaurant Store Program.

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

<b>EARN POINTS</b>	<b>Earn 3 Points</b> (equal to 3% cash back) for each \$1.00 of The Restaurant Store Purchases posted to the Account.
	<b>Earn 2 Points</b> (equal to 2% cash back) for each \$1.00 of Grocery Purchases or Dining Purchases posted to the Account.
	<b>Earn 1 Point</b> (equal to 1% cash back) for each \$1.00 of Net Purchases posted to the Account that is not from an The Restaurant Store Purchase, Grocery Purchase, or Dining Purchase.
<b>ANNUAL CREDIT CARD REWARDS PROGRAM FEE</b>	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.
<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>	Please see the The Restaurant Store Program terms and conditions at <a href="http://www.therestaurantstore.com">www.therestaurantstore.com</a> for information regarding expiration, redemption, forfeiture, and other limitations on The Restaurant Store Points.
<b>POINT FORFEITURE</b>	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.
<b>POINT REDEMPTION</b>	Each Point earned in the Credit Card Rewards Program will equate to 1 The Restaurant Store Point, which will be redeemable only through the The Restaurant Store Program.
<b>REDEMPTION REQUESTS</b>	Points are redeemable only after they are reported to the The Restaurant Store Program. Please see the The Restaurant Store Program terms and conditions at <a href="http://www.therestaurantstore.com">www.therestaurantstore.com</a> for information on The Restaurant Store 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 The Restaurant Store Account, and you must comply with all terms of the The Restaurant Store 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.

**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. "The Restaurant Store Purchases" are Net Purchases made only from a participating The Restaurant Store location or through [www.restaurantstore.com](http://www.restaurantstore.com). "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. "Dining Purchases" are Net Purchases made at any merchant, other than Amtrak, whose merchant category code ("MCC") is classified by the payment card industry as "Caterers" (MCC 5811), "Eating Places, Restaurants" (MCC 5812), "Bars, Cocktail Lounges, Discotheques, Nightclubs, and Taverns: Drinking Places (Alcoholic Beverages)" (MCC 5813), or "Fast Food Restaurants" (MCC 5814). 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 Grocery Purchases, Dining 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 The Restaurant Store Purchases, Grocery Purchases, Dining 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. 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. 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.

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 The Restaurant Store Program will apply. The Restaurant Store is solely responsible for redemption and for all other aspects of the The Restaurant Store Program. The Restaurant Store Points will be redeemed as stated in the The Restaurant Store Program terms and conditions found at [www.therestaurantstore.com](http://www.therestaurantstore.com). The Restaurant Store may impose additional conditions, restrictions, and limitations on redemption and/or expiration of The Restaurant Store Points. We are not responsible for the The Restaurant Store Program or for The Restaurant Store's products, services, or decisions, or its refusal to redeem The Restaurant Store Points. We are not responsible for making The Restaurant Store Points available in the The Restaurant Store Account, including any decision by The Restaurant Store not to credit the The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store Program terms and conditions conflict with any rules, terms, or conditions of the Credit Card Rewards Program, the The Restaurant Store Program terms and conditions will control with respect to all questions relating to the The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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 The Restaurant Store 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, The Restaurant Store, 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.**