

Citi ThankYou® Rewards Terms and Conditions for Citi® Double Cash Card Accounts

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Citi ThankYou® Rewards Terms and Conditions for Citi® Double Cash Card Accounts Agreement, Definitions and Accounts

1

Information About this Agreement and Definitions

Last Updated: March 2022

This section tells You what this Agreement governs and how it's structured. This section also defines certain terms used throughout this Agreement.

This Agreement. This Agreement is between You and Citibank. You accept the terms of this Agreement when You earn or redeem Points by continued use of Your Card Account. This Agreement replaces any previous versions of terms and conditions governing ThankYou® Points associated with Your Card Account and the Program. From time to time, we may give You additional terms and conditions associated with the Program. They'll be considered part of this Agreement. If You have a Citi Account other than Your Card Account, please see the ThankYou Rewards Program terms and conditions that were provided to You in connection with that other Citi Account.

In the blue boxes throughout this Agreement are helpful tips and additional information about the ThankYou Program.

- **Definitions.** The following terms, when used in this Agreement, have the meanings below:
 - **Agreement** - Refers to the entire Citi ThankYou Rewards terms and conditions.
 - **Card Account** - A Citi Double Cash credit card account issued in the United States by Citibank.
 - **Citi Accounts** - An account associated with a Citibank product or service, such as a Card Account or a Citibank checking account, that participates in the Program.
 - **Citibank, we, us** and **our** - Citibank, N.A.
 - **Member(s)** - A participant in the Program.

- **Participating Partner** - Businesses with whom Citibank, or a third party on behalf of Citibank, partners with respect to the Program, including retailers and merchants that participate in the Program.
- **Point(s)** - Loyalty Points provided through the Program.
- **Program** - The Citi ThankYou Rewards loyalty program.
- **Reward(s)** - Items, services, credits, cash and cash equivalents or other offerings for which Points can be redeemed through the Program.
- **Shop with Points** - ThankYou members with an eligible Citi® credit card can use ThankYou® Points at Participating Partners. There are two types of Shop with Points partners: Use Points for Purchases and Use Points for Statement Credits.
- **ThankYou Account** - A Program account set up for a Member to keep track of Point activity, including information about when and how the Member receives and redeems Points, and through which a Member may redeem Points.
- **You** and **Your** - You, as a Member.

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Your ThankYou Account(s)

This section tells You how You will get a ThankYou Account and provides information about managing Your account(s).

Setting up a ThankYou Account

- We'll give You a ThankYou Account for Your Card Account. If You earn Points with a certain Card Account, Points will be credited to the ThankYou Account that corresponds with that Card Account.
- **Combining Your ThankYou Accounts.** If You have multiple ThankYou Accounts, You can combine them into one ThankYou Account at **thankyou.com** or by calling the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service).

You can check Your Points balance in the “My Point Summary” section of “My Account” at thankyou.com or by calling the ThankYou Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service). If You think you’ve received Points in error or haven’t received Points that you’ve earned, call the ThankYou Service Center.

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Acquiring Points

This section tells You general rules about how to get Points and describes how Points are earned.

Here's how You can acquire Points:

- ***Use of Your Card Account.*** You can earn Points by using Your Card Account as described below.
- ***Promotional Offers.*** You may be provided with promotional offers that let You earn Points. If we make a promotional offer, we'll let You know the specific terms and conditions that apply.
- ***Negative Point Balance.*** Subtracting Points from Your ThankYou Account (for example, if You return items purchased with Your Card Account) can result in a negative Point balance. If this happens, Points You earn after that will be used to bring Your balance to zero.

Other ways to get Points

Purchasing Points. If You don't have enough Points for a Reward You want, and You have Points in Your ThankYou Account, You may be able to purchase additional Points by calling the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service). At the time of Your purchase, we'll let You know of any additional restrictions or other terms that apply.

- ***Points Sharing.*** You may give Points to another Member's ThankYou Account. The total number of Points a Member can share is 100,000 Points in a given calendar year and the total number of Points a Member can receive from other Members is 100,000 Points in a calendar year.

Points can't be shared with any third party, except through the Points Sharing feature. Points Sharing is subject to certain limitations, terms and conditions. Those additional limitations, terms and conditions will be disclosed at the time You share Points.

Earning Points with Your Card Account

- ***Purchases and Eligible Payments Earn Points.*** You'll earn Points for purchases using Your Card Account, minus returns and refunds and You'll earn Points for Eligible Payments as described below.
- ***ThankYou® Points on Purchases:*** At the end of each billing cycle, You will earn 1 ThankYou Point per \$1 on purchases made on Your Card Account reduced by the amount of any returns and refunds. The Points You earn for purchases will show on Your billing statement as "ThankYou Points on Purchases."
- The following transactions are **not** purchases and will not earn Points: balance transfers, cash advances, checks that access Your Card Account, items returned for credit, disputed or unauthorized purchases, fraudulent transactions, traveler's checks, foreign currency purchases, money orders, wire transfers (and similar cash-like transactions), lottery tickets and gaming chips (and similar betting transactions), loads or reloads of balances on gift cards or prepaid cards or cash equivalents, person-to-person payments, Citi® Flex Loans, the creation of Citi® Flex Pays, Card Account fees and charges (such as late fees and finance charges), and fees for services or programs You elect to receive through us.
- ***ThankYou Points on Eligible Payments:*** At the end of each billing cycle, you will earn 1 ThankYou Point per \$1 on Eligible Payments made to Your Card Account. You will earn ThankYou Points on Your Eligible Payments up to the balance shown in Your Purchase Tracker (see "Purchase Tracker" below). The balance in Your Card Account's Purchase Tracker will be reduced by the amount of Eligible Payments You make. When the Purchase Tracker reaches \$0, You won't earn Points on Eligible Payments until more purchases are made and added to the Purchase Tracker. The Points You earn for Eligible Payments will show on Your billing statement as "ThankYou Points on Payments."
- "Eligible Payments" means payments You make on Your Card Account, that add up to at least the Minimum

Payment Due (as set forth on Your billing statement). Eligible Payments do not include those detailed below in “When You will not earn Points.” The redemption of Points for a statement credit is not an Eligible Payment and will not reduce the balance in Your Purchase Tracker.

Purchase Tracker: We will maintain a Purchase Tracker for Your Card Account. The Purchase Tracker will appear on Your billing statement. The Purchase Tracker shows the balance of purchases (as detailed above in “ThankYou® Points on Purchases”) less Eligible Payments made on Your Card Account, subject to “When You will not earn Points” as detailed below. You will only earn Points on Eligible Payments up to the balance shown on Your Card Account’s Purchase Tracker.

When You will not earn Points:

- If Your Card Account is closed for any reason, You will not earn Points on purchases or Eligible Payments as of the closure date.
- Your Card Account must be current to earn Points. If You fail to make a Minimum Payment Due by the first day of Your next billing cycle, then you will not earn Points for any purchases posted to Your Card Account during the billing cycle in which You failed to pay the Minimum Payment Due unless You become current and Reinstate those Points (see “Reinstatement of Points” below). You will also not earn Points for future purchases until You become current.
- You will not earn Points for Eligible Payments made to bring Your account current except to the extent that You have a balance in Your Card Account’s Purchase Tracker at the time You make the Eligible Payment.

When You will receive Points:

Points earned through a purchase with Your Card Account will appear in Your ThankYou Account at the end of the billing cycle in which You made the purchase. Points earned for Eligible Payments will appear in Your ThankYou Account at the end of the billing cycle in which You made Your Eligible Payment. This means that Points earned on purchases and Eligible Payments made near the end of a billing cycle may take up to one additional billing cycle to appear in Your ThankYou Account. (Bonus Points may take one to two additional billing cycles to post to Your ThankYou Account).

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Redemption and Rewards

This section tells You how and when You can redeem Points and provides information about delivery, cancellation and return of certain Rewards.

- **Who may redeem.** Only You can redeem Points from Your ThankYou Account, unless we tell You otherwise. Authorized users on Your Card Account may use Your Points on websites and/or mobile applications of participating Shop with Points merchants who use Your Card Account number when linking to Your ThankYou Account.
- **When Points may be redeemed.** Once Points appear in Your ThankYou Account, they're available for redemption.

Find out what You currently can get with Your Points by logging into Your ThankYou Account at **thankyou.com**.

It's important to protect Your online ThankYou Account username and password in the same way You protect other information associated with Your Citi Account (such as Your account number). Anyone who can access Your online account can use Your Points to redeem for Rewards and change Your personal information.

Additional information on redeeming Points

- **Insufficient Point balance.** If Your Point balance falls below the number of Points required to redeem for a Reward after You've already ordered it (for example, because You returned a purchase), we may stop delivery of that Reward.
- **No warranties.** Citibank, its affiliates and any merchants participating in the Program make no guarantees, warranties or representations of any kind concerning the Program.
- **No liability for Rewards.** You release Citibank, its affiliates and any merchants participating in the Program from all liability regarding the redemption and use of Points and Rewards, including any Rewards that are lost, stolen or destroyed after they're received.

- **No affiliation with Rewards merchants.** Participating Rewards merchants aren't affiliated with or responsible for administration of the Program.
- **Availability of Rewards.** The availability of any Reward isn't guaranteed.
- **Point value may vary.** The value of a Point may vary depending on the Reward for which it's being redeemed. We have the right to change the "Points to dollar conversion rate" for Rewards at any time.

Even though two Rewards may have the same value in dollars, they may have a different cost in Points.

Taxes

The monetary value of a Reward for which You redeem Your Points may be considered taxable income from Citibank in the tax year in which You redeem the Points, in accordance with U.S. tax law. Citibank may be required to send You (and file with the IRS) a Form 1099-MISC (Miscellaneous Income) for the year in which You redeem Your Points for a Reward when the value of the Reward plus other taxable Miscellaneous Income You receive from Citibank totals \$600 or more for a calendar year. We determine the monetary value of Rewards received through Your Points redemptions for tax purposes. The value of Rewards received by redeeming certain Points, such as Points received through Your Citibank Checking Account and related bonus promotions, is taxable income. The value of Rewards received by redeeming certain other Points, such as Points earned on purchases made with a Card Account, is not taxable income. You're responsible for any personal tax liability due to the receipt of a Reward due to Your Point redemption – consult with Your tax advisor.

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Certain Reward Options

This section tells You about certain Rewards available for redemption and explains some of the terms and conditions related to redeeming Points for each of those Rewards.

Reward-Specific Terms and Conditions

Special terms and conditions may apply to certain Rewards. For example, certain Rewards, such as charitable

contributions, require You to redeem a minimum number of Points. Merchants may also impose terms and conditions on Rewards – e.g., limiting Your use of a gift card in certain cases. Some of those terms and conditions can be found at **thankyou.com**. Sometimes, You'll be required to affirmatively accept those terms and conditions when You redeem Your Points. Even if You aren't required to do so, by redeeming Your Points for that Reward, You acknowledge that You've read and agreed to the applicable terms and conditions. Please carefully read all terms and conditions before redeeming Points.

Additional Rewards not listed below may be available on thankyou.com. Before You redeem Points for one of those Rewards, we'll give You any additional terms and conditions that apply.

Shop with Points

- ***Shop with Points*** - You can use ThankYou® Points online and in-person at Shop with Points Participating Partners. There are two types of Shop with Points redemption options: Use Shop with Points for Purchases and Use Shop with Points for Statement Credits. You can use Shop with Points for Purchases at certain online Participating Partners and for in-person purchases at certain other Participating Partners.
- ***Shop with Points – Use Points for purchases at online Participating Partners.***

You may only participate in Shop with Points at online Participating Partners if You have a Card Account that is current and in good standing. In addition, You must either be auto enrolled or complete the self-registration process, as further explained below. When You are enrolled, Citi will provide the online Participating Partner with information about Your ThankYou Account. When You Shop with Points at online Participating Partners, in addition to the foregoing, You also agree to the following terms and conditions:

- ***Auto-enrollment.*** You may be automatically enrolled in Shop with Points at online Participating Partners if You have previously added or add a Card Account to the online Participating Partner's account. If You are automatically enrolled, Your ThankYou Account will be linked to the online Participating Partner's account using

the Card Account in the online Participating Partner's account. In the event You are auto-enrolled, You will receive an email from the online Participating Partner informing You of the auto-enrollment and how to de-enroll if You do not want to participate.

- **Self-registration.** You may enroll in Shop with Points through the self-registration process at online Participating Partners. You may want to self-register if, for example, You would like to participate in Shop with Points before You are auto-enrolled or if You have de-enrolled and later decide You would like to use Your Points at online Participating Partners. During the self-registration process, Your ThankYou Account will be linked to Your account with the online Participating Partner using the Card Account. Following self-registration, You will receive an email from the online Participating Partner confirming Your registration and telling You how to de-enroll.

- ***Shop with Points – Use Points for in-person purchases at certain other Participating Partners.***

You can only use Points for in-person purchases at certain Participating Partners if You have a Card Account that is current and in good standing. When You use and/or swipe Your Card Account, Citi will provide certain Participating Partners with information about Your ThankYou Account in order to determine if Your purchase is eligible for Shop with Points. If an in-person purchase is eligible for Shop with Points, You may be presented a redemption offer. You will have the option to accept or decline to use Points for in-person purchases at certain Participating Partners.

- **Shopping with Points.** Citi will deduct from Your ThankYou Account balance the number of Points You redeem for Your purchase. A Participating Partner may restrict the use of Points for purchases of select items. Your ThankYou Account balance may not reflect redemptions for pending purchase transactions until the purchase has shipped. Citi has the right to change "Point to dollar conversion rates" at any time. Purchases made with ThankYou® Points may be subject to the Participating Partner's return and refund policy, which may include restocking fees. Participating Partner websites can be found in the FAQs on **thankyou.com**. Citi or the Participating Partner may set a fee to redeem Points or a minimum Point redemption requirement. If a redemption requirement or fee applies, it will be disclosed to You at the time of redemption. Any authorized users of Your Card Account may be able to redeem Points through Shop with

Points at Participating Partners. Participating Partner's terms and conditions apply to purchases using Points at the Participating Partner's website and links to these are available in the FAQs at **thankyou.com**.

• **Shop with Points - Use Points for Statement Credits.**

You can redeem available Points for a statement credit to Your Card Account when making purchases at Participating Partners' websites or mobile applications. In order to use Points for statement credits, You must be a Member of the Program with a ThankYou Account and Card Account in good standing. Authorized users of Your Card Account may redeem Points for a statement credit when making purchases at Participating Partners' websites or mobile applications.

- When You choose to view Your Point balance or use Your Points at checkout on a website or mobile application of a Participating Partner, You agree we may share Your available Point balance with the Participating Partner. If You do not want to have access to use Points for statement credits when using Your Card Account on the websites or mobile applications of all or any of the Participating Partner, please call the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service).
- You can use Points for statement credits when making a purchase at the Participating Partner's website or mobile application by following the partner's instructions at checkout, subject to having sufficient credit available on Your Card Account for the full purchase amount.
- When You use Points for statement credits the following will occur:
 - Your Card Account will be charged for the full amount of the purchase.
 - The amount of Points You choose to use will be redeemed for a corresponding statement credit to Your Card Account to cover all or part of Your purchase.
 - The amount of Points You chose to redeem for a statement credit will be deducted from Your ThankYou Member Account Point balance at the time of purchase.
- Statement credits will post to Your Card Account within two to three (2 - 3) business days of redemption.

- The purchase(s) will be subject to interest, as are any other purchase(s) on Your Card Account.
- If there are no ThankYou® Points available for redemption at time of purchase, a statement credit will not be issued.
- Statement credits are applied toward Your Card Account statement balance, and not toward Your minimum payment due. The required minimum payment reflected on Your Card Account statement must be paid pursuant to the terms of Your Card Agreement.
- The purchase and corresponding statement credit may appear in different statement cycles.
- If a statement credit is not issued or is delayed, and a purchase made using Points for statement credits incurs any interest or fees, You agree that Citibank has no liability to You.
- Returns and refunds are subject to the Participating Partner's return policy, which may include restocking fees.
- If You return a purchase made using Points for statement credits, any associated statement credit will remain on Your Card Account and Your Points will not be returned.
- We may set minimum and/or maximum Points redemption requirements for Points for statement credits at any time.
- We have the right to change the Points to dollar conversion rate for Points for statement credits at any time.
- We may modify or terminate Points for statement credits at any time without notice.

Charitable contributions

You can redeem Points for a check made payable to a charity listed on **thankyou.com**, in denominations of \$25, \$50 and \$100 only.

- ***Shipping and confirmation.*** Your charitable contribution check is sent via USPS First-Class® Mail directly to the charity, and You should receive a written confirmation letter within one (1) to three (3) weeks of redemption. If You don't receive the letter within that time, please let us know.

- **Participating charities.** Participating charities are subject to change. We may discontinue our relationship with any charity, at any time, without notice.
- **Taxes.** Consult Your tax advisor to determine if Your redemption of Points toward a charitable contribution is tax deductible.
- **Student loans or mortgage payments.** You can redeem Points for a check to pay Your student loans or mortgage in denominations of \$25, \$50, \$75, \$100, \$250, \$500, \$750 and \$1000 only. Checks are payable to Your financial lending institution and are valid for one hundred eighty (180) days after redemption. Call the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service) to redeem Your Points for these payment checks.
 - **Shipping and confirmation.** Your confirmation letter and check are sent only to Your address on record via USPS First-Class® Mail within one (1) to three (3) weeks of redemption.
 - **No liability for payments.** We're not responsible for payment to Your financial lending institution. It's Your sole responsibility to issue payment to Your financial lending institution for mortgages or student loans. Contact Your financial lending institution regarding Your mortgage and student loan payment policies and/or restrictions specific to accepting multiple checks for monthly payments, third-party checks and/or partial monthly payments.
 - **Cancellations.** All student loans and mortgage payment redemptions are final. Points redeemed for payments toward student loans and mortgages can't be returned unless we cancel the check and a stop payment is placed, resulting in a return order status and automatic reinstatement of Points into Your ThankYou Account. Please note that a check may be cancelled if, for example, there was a misspelling on the check or You never received it. If You haven't received the check within three (3) weeks of redemption, please report it to us as lost or stolen.
- **Statement credit for Card Accounts.** You can redeem Points for a statement credit in any denomination, which will be applied to Your Card Account. **You must still make the required minimum payment due on Your Card Account.** You may request a statement credit on

thankyou.com or when making a payment on Your Card Account at **citi.com** or on the Citi Mobile® App. You'll receive a confirmation letter within one (1) to three (3) weeks of redemption, and Your statement credit should appear within two (2) billing cycles after You redeem Your Points. **Statement credits may not be cancelled.**

- **Direct deposits.** You can redeem any number of available Points for cash that will be directly deposited to Your Citi savings or checking account or a verified non-Citi savings or checking account. Non-Citi savings or checking accounts are verified by using that non-Citi savings or checking account to pay the Card Account at least two times. We may also be able to verify a non-Citi checking or savings account using external service providers. Non-Citi savings or checking account verification is subject to terms and conditions that You must accept when choosing direct deposit to a non-Citi checking or savings account.
- **Check.** You can redeem Points for a check made payable to You. The minimum redemption amount for a check is \$5. **Checks are valid for one hundred eighty (180) days.**
 - **Shipping and confirmation.** Your check redemption confirmation letter and check are sent only to Your address on record via USPS First-Class® Mail within one (1) to three (3) weeks of redemption.
 - **Cancellations.** All check redemptions are final. Points redeemed for a check can't be returned unless we cancel the check and a stop payment is placed, resulting in a return order status and automatic reinstatement of Your Points. Please note that a check may be cancelled if, for example, there was a misspelling on the check or You never received it. You must call us if You don't receive Your check ten (10) days after shipment. You can find the shipping date on the order history page for Your ThankYou Account at **thankyou.com**, or by calling the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service).

Certain Rewards, such as a statement credit for a Card Account, will reduce the balance on Your Card Account, but aren't considered a payment. You must still make the minimum payment due each month, even if the amount of the Reward is greater than the minimum payment due.

- **Combined ThankYou Account.** Certain redemption options not available to Card Account Members may be

available if You have multiple ThankYou Accounts and chose to combine ThankYou Accounts.

- **ThankYou® Travel Center.** The “ThankYou Travel Center” provides travel-related Rewards that are fulfilled by cxLoyalty Travel Solutions LLC, (“cxLoyalty”) a service provider for the Program. You can redeem Points through the ThankYou Travel Center for airfare, cruises, hotels, car rentals and other travel. The terms and conditions included below are only some of the terms and conditions that apply to ThankYou Travel Center Rewards. You can find a complete list of travel terms and conditions on **thankyou.com**. Please review them carefully before redeeming for a Reward.
- **Contacting the ThankYou Travel Center.**
 - **Online.** Travel bookings can be made through the ThankYou Travel Center by visiting **thankyou.com**.
 - **Calling the ThankYou® Travel Center.** Travel bookings can also be made by calling the ThankYou Travel Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service). Air travel reservations made by calling the ThankYou Travel Center will be subject to a \$23.00 fee per ticket. This fee will not be included in the number of Points required for a travel Reward and will require use of a Citi Eligible credit card.
- **Points Redemption.** The number of Points required for travel Rewards varies based on a combination of factors including itinerary, date and time of travel. You may redeem for travel Rewards using a combination of Points and dollars. The total number of Points required for a travel Reward will include payment of any taxes, fees and surcharges applicable to that Reward with the exception of the fee for air travel reservations made by calling the ThankYou Travel Center. Taxes, fees and surcharges on travel Rewards may change at any time without notice.
- **Confirmation.** No Point amount, travel Rewards availability, or times of travel are confirmed until the required number of Points has been deducted, and the tickets or travel documents have been issued.

Travel Rewards overview

Travel Rewards include airline tickets, hotel accommodations, rental cars, cruises, destination activities/excursions, and vacation packages (“**Travel Rewards**”). Travel Rewards

reservations can be made online at **thankyou.com** or by calling the ThankYou Travel Center. Air travel reservations made by calling the ThankYou Travel Center will be subject to a \$23.00 fee per ticket. All Travel Rewards are subject to availability and restrictions of the relevant Supplier. Travel Rewards may not be booked online for minors traveling unaccompanied by an adult. Please contact the ThankYou® Travel Center for assistance with unaccompanied passengers under 18 years old for flight and hotel reservations and under 25 years old for car rental reservations. ThankYou® Rewards has the final authority on all decisions regarding Travel Rewards ticketing, pricing and availability and the interpretation of these Travel Rewards Terms and Conditions.

Travel Rewards information. The Point-cost of ThankYou Travel Rewards are based on variable amounts. These amounts are based on a combination of factors including itinerary, date and time of travel, and dollar value of travel. The amount of ThankYou® Points needed for these Travel Rewards can be researched on **thankyou.com**. The following guidelines apply to these Travel Rewards:

No blackout dates

Taxes, fees and surcharges that are collectible by cxLoyalty are included in the number of ThankYou® Points required with the exception of the fee for air travel reservations made by calling the ThankYou® Travel Center. Taxes, fees and surcharges are subject to change without notice.

Airline, hotel, car rental, vacation, cruise, and activity/excursion company participation may vary from market to market.

ThankYou Travel Center does not hold Travel Rewards reservations.

All bookings made by cxLoyalty shall comply with all applicable U.S. laws, rules and regulations including, without limitation, sanctions issued by the Office of Foreign Assets Control. Such sanctions may prevent cxLoyalty from offering travel to specific destinations or individuals. To assist cxLoyalty with its compliance with laws, rules and regulations, cxLoyalty may ask You for additional information. Any booking made, or in good faith believed to be made, in violation of U.S. law, will be cancelled by cxLoyalty, in its sole discretion, with no liability to You other than to issue a refund, if permitted by law.

Airline and Baggage Liability. For information regarding airline liability limitations, baggage liability and other regulations of the Warsaw Convention, as modified by the Montreal Convention, and other regulations, please consult Your air carrier.

Travel Rewards Point deductions and payment options.

Redeemed ThankYou Points will be deducted from Your ThankYou® Member Account at the time of booking. No ThankYou Point amounts, travel rewards availability, or dates of travel are confirmed until the required number of ThankYou Points has been deducted, and the tickets or travel documents have been issued. ThankYou Members have the option to redeem for Travel rewards using a combination of ThankYou Points and their Eligible Citi credit or debit cards. Additional travel reward options not offered through cxLoyalty may be available through other merchants participating in ThankYou Rewards. These additional travel rewards options are not affiliated with or offered through cxLoyalty.

General travel information. Government-issued photo identification is required at check-in and must match the name on the reservation. If this is an international trip, this reservation requires a passport and may require a visa and satisfaction of health requirements. For foreign entry requirements, go to **travel.state.gov** or contact the embassy/consulate of the country to which You are travelling, including any stop-over/lay-over locations, to determine entry documentation and other requirements, such as immunizations that You must satisfy, including return entry into the country of departure. It is Your responsibility to obtain proper travel identification and satisfy all requirements for all locations on Your trip, including layover and stopover destinations. Carriers cannot board any passenger who fails to carry required documents. Minors under the age of 18 who are traveling with only one parent may be required to have additional documentation. Please contact Your airline, cruise line, tour operator or the embassy/consulate of the country to which You are traveling for additional information. cxLoyalty does not have any special knowledge regarding the suitability for disabled persons for any travel itinerary and it has no special knowledge regarding unsafe conditions, health hazards, weather hazards, or climate extremes at locations to which You may travel.

For information concerning possible dangers at international destinations, cxLoyalty recommends contacting the Travel Advisory Section of the U.S. State Department at

202-647-5225 (TTY: Use 711 or other Relay Service). For medical information, cxLoyalty recommends contacting the Centers for Disease Control and Prevention at 800-232-4636 (TTY: Use 711 or other Relay Service). For foreign health requirements and dangers, go to <http://www.cdc.gov/travel>.

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.

Upgrades are not permitted on certain itineraries. Please check with the Supplier directly.

Supplier policies are subject to change at any time without notice.

cxLoyalty is not responsible for any lost or damaged luggage. Certain rate types do not permit credit for airline frequent flyer programs or car or hotel loyalty programs.

Hotel Rewards terms and conditions. Hotel rooms are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the room/rate description. Check the terms carefully before making a hotel reservation. For rooms that are non-refundable, changes or cancellations received at any time are subject to the full cost of room and tax for the entire stay. Permitted cancellations or modifications may be subject to Supplier fees. To make changes to Your reservation, if permitted, please call the ThankYou® Travel Center. No shows are non-refundable and will result in a total forfeiture of payments made and Points used without credit due. If You think You may arrive at a hotel late, please contact the hotel directly to arrange for late arrival, if available. Actual times for "late" vary by hotel. Early check-out from a hotel is not subject to a refund. Cancellations or modifications handled by the property directly may result in additional fees and/or the forfeiture of any refund due. When canceling hotel reservations, retain Your cancellation number so You will not be held responsible for cancellation charges if the hotel makes an error. Government issued photo identification is required at check-in and must match the name on the reservation. Some properties have a minimum age requirement for check-in. Policies for children vary by property. Please contact the property directly to learn whether child benefits are offered and whether there are child restrictions. Hotel reservations include room and applicable taxes only. Any additional hotel charges, such as resort fees and hotel energy surcharges and any charges for incidentals that You incur while traveling are not included in Your reservation rate

and must be paid directly to the hotel. Incidental charges may include but are not limited to parking fees, babysitting, room service, telephone fees, internet usage fees, in-room movies, mini-bar charges, and gratuities. Hotel bookings are available through preferred Suppliers of cxLoyalty and may not be available for all locations and destinations. Due to hotel Supplier policies applicable to our preferred rates, Your name may not be provided to the hotel property until 24 hours prior to Your arrival. Please contact cxLoyalty directly for any special requests. Special requests, such as bed type, smoking preferences or in-room amenities, are on a request only basis and cannot be guaranteed. Fees and charges may apply, depending on the service request. The hotel may require a major credit card, in one of the guest's names, or a cash deposit upon check-in. Reservations do not include services not specified in the reservation confirmation. A reasonable attempt will be made to notify guests of hotel renovation or refurbishment if cxLoyalty knows of the same; however, cxLoyalty shall not be liable for non-disclosure by the property or for any failure to provide such notification or for damages that may result from renovation or refurbishment.

Hotel Taxes and Fees for Non-ThankYou® Point

Transactions: In connection with facilitating Your non-award hotel transaction, the charge to Your debit or credit card will include a charge for taxes and fees which varies based on a number of factors including, without limitation, the amount paid to the Supplier, the location of the Supplier and Your destination. This charge includes an estimated amount 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 required by law to be collected by the Supplier. The actual amount paid to the Supplier for taxes in connection with Your reservation may vary from the amount estimated and included in Your charges, but the total amount You pay will not vary from the amount quoted. The balance of the charge for taxes and fees, if any, is retained by cxLoyalty to cover the costs of Your reservation, including, customer service costs. cxLoyalty is not the vendor collecting and remitting taxes to taxing authorities. Suppliers include all applicable taxes in the amount billed to cxLoyalty and cxLoyalty pays all such taxes directly to the Suppliers. cxLoyalty is not a co-vendor associated with any Supplier. Taxability, the tax rate and the type of applicable taxes vary by location.

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

Vacation Packages and Cruise Travel Terms and

Conditions. Cruise only packages do not include ground transfers. Not all air/sea packages include ground transfers. cxLoyalty is not liable for any flight or other transportation delays that result in a missed cruise or tour departure. If air or transfers are purchased as part of a specific cruise or tour company package, the cruise or tour operator may provide assistance for missed departures. cxLoyalty has no control over air arrangements recommended by cruise or tour Suppliers including flight schedules, airlines selected, or whether Your flight will be non-stop. cxLoyalty can assist You with deviations from the Supplier air/sea package, but cannot guarantee that the Supplier will honor Your request. Some Suppliers will not allow air deviations under any circumstances. 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/room, and availability are subject to change and cancellation. Vacation package and cruise prices are per person, based on double occupancy. Airline tickets included as part of the vacation package or cruise itinerary must be round-trip tickets. Advance purchase minimum stay and length of stay requirements for those airline tickets may apply. If You book an activity or service as part of Your package or cruise booking, You must print Your activities and services voucher(s) which will be e-mailed to You at the time of booking, and bring it/them with You to Your destination. The vacation package price does not include ground transportation unless otherwise specified in Your itinerary. All travelers are subject to the terms and conditions of each applicable tour company or cruise provider. Copies of the cruise line's conditions, rules and regulations applicable to Your booking will be included with Your e-ticket. Cruise providers require that passengers younger than 18 years old be accompanied by an adult 18 years or older in the same cabin. All passengers in Your cabin must be 6 months or older. All passengers must provide proof of citizenship when boarding the ship, even if Your cruise includes only domestic destinations.

No shows are non-refundable and will result in a forfeiture of all payments made and Points used by You in connection with the reservation, without credit due. Cruise and vacation

package cancellations received at any time may be subject to applicable Supplier fees.

Car Rental terms and conditions. Car Rental cancellations or modifications received at any time are subject to Supplier cancellation policies and fees, which could be up to the full amount of the reservation. No shows are non-refundable and will result in a total forfeiture of any payments made and Points used without credit due. The early return of car rentals is not Eligible for a refund. Additional taxes, fees and surcharges are subject to change without notice and may vary by location and may be charged to the customer at pick-up. Rental rates 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 will be billed directly to You by the car rental company. Some car rentals may require a minimum rental period. Any rentals less than the required minimum may be charged the rate for the minimum rental period. Redemption and Advance Purchase rental rates in the United States include unlimited mileage, taxes and fees. Car rental rates outside of the United States may not include unlimited mileage, taxes and fees and these will be assessed by the car rental location directly. Charges are billed directly by the car rental company and subject to change. Charges for optional services such as insurance waivers, fuel, additional or underage drivers, special equipment charges, etc. are not included in Your rental and must be paid directly to the car rental company. cxLoyalty does not guarantee a specific make, model, or color of vehicle no matter what vehicle is reserved. Geographic and cross border restrictions may apply. Renters must have a valid driver's license, major credit card and good driving record. Renters must meet the minimum (and maximum, if applicable) age requirement where the car is being rented, and some Suppliers require a good driving record. Most rental car agencies do not accept debit cards. Some Suppliers charge a surcharge for drivers under certain ages, such as 25. Suppliers reserve the right to deny car rentals for any reason, including past driving records. Rentals outside of the US may require an international driver's license or compliance with other local requirements. Car rental redemptions may not be available for all locations and destinations. Local renters and renters driving out of state/country may be subject to additional restrictions. Please contact Your insurance company if You are unsure whether to accept rental car company insurance.

Travel Rewards details. Travel Rewards cannot be redeemed for cash and have no cash value. Travel Rewards have no

residual cash value. Travel Rewards cannot be combined with any other certificates, coupons, discounts, upgrades, awards or promo codes. Travel Rewards are offered as promotional items and are void if sold for cash or other consideration, or if altered or copied, and cannot be reissued if destroyed, lost or stolen. Frequent flyer mileage accrual, usage and upgrades may not be used with Travel Rewards. Travel Rewards are not valid where prohibited by law.

Travel changes by You. All airline tickets, hotel, car rental, vacation packages, cruises and activities booked in exchange for ThankYou® Points are nonrefundable, nonendorsable and nontransferable. Changes to bookings are subject to the Supplier's policies, and the fees and conditions described in these terms and conditions. Any additional costs due to a permitted change are Your responsibility and will be collected in U.S. dollars, not ThankYou Points, with a credit or debit card in the name of the ThankYou Member. Any change, cancellation or additional collection fees imposed by the airline, hotel, car rental company, tour, cruise or activity provider are the responsibility of the traveler.

Travel Changes and Cancellations by the Supplier. Airline, hotel, car rental, tour operator and cruise line schedules, terms, Points of service and fares are subject to change without notice by the Suppliers. Airline schedule changes, flight cancellations and interruptions, oversold flights, hotels, tours and cruises are outside of the control of cxLoyalty and ThankYou® Rewards. These situations must be remedied by the applicable travel Supplier and may be subject to Federal or State Regulations. If an airline declares bankruptcy, it is not obligated to carry You or to refund tickets issued before the bankruptcy. cxLoyalty is not allowed to refund tickets on airlines that have declared bankruptcy. ThankYou Points redeemed for Travel Rewards or money given to cxLoyalty immediately becomes the property of the airline and ThankYou Rewards and cxLoyalty is required by law to comply with the airline's orders.

Airline Fees, Rules and Restrictions. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and, if permitted, are subject to airline rules, penalties up to the full amount of each ticket and, in the case of a changed ticket, fare difference charges.

A small number of air carriers may require cxLoyalty to confirm flight availability when booking. If there is any issue with availability, a travel representative will contact You within 24 hours to make alternate flight arrangements at no additional cost.

In some situations an airline may issue You a credit "in lieu of" a refund according to the fare rules associated with the individual booking. If a credit is issued by an airline, it is held by the airline in the name of the individual who was the passenger of record on the original reservation. This credit can be used towards the payment for the booking of a new trip under the following conditions:

The new reservation is in the name of the same passenger as the cancelled booking;

The new reservation is on the same airline as the original reservation;

All travel associated with the new trip must be completed prior to the date specified by the airline which is determined by the fare rules of the original ticket and the original class of service;

You are responsible to pay any exchange fees charged by the airline related to the making of a new reservation as well as any additional charges, fees or fare increase;

Credit cannot be applied against an existing reservation.

If a refund or a credit is not issued by the Supplier, the cancelled reservation will have no value for future use. Airlines may impose additional costs and fees for baggage, meals, beverages and other services. These costs are Your sole responsibility. Unused tickets contain no value if not cancelled prior to departure. Tickets may not be reassigned or transferred to a different passenger or airline. Flight schedules are subject to change. cxLoyalty is not responsible for any schedule change(s) or notifying You of such change(s). Please confirm the scheduled departure time at least 48 hours prior to departure for domestic flights and at least 72 hours prior to departure for international flights to learn if Your flight schedule changed. Failure to use any reservations may result in automatic cancellation of all continuing and return reservations. You must advise Your carrier if Your travel plans change en route. Check with each airline regarding its specific boarding and check-in requirements. Airline flights may be overbooked, and there is a slight chance that a seat will not be available on a flight for which You have a confirmed reservation. If this occurs, the airline will make alternative arrangements for You. Turboprop aircraft may exist on Your itinerary. Airlines reserve the right to change aircraft equipment without notice. If a code-share flight exists in Your itinerary, passengers must check in with the operating airline on

day of departure. Advance seat assignments, if available and allowed by airline, are not guaranteed. Please inquire with the airline about Your boarding pass(es). 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 may be charged for shipping and handling. All paper tickets will be shipped within 48 hours. For bookings made online at **thankyou.com**, electronic confirmation and documentation will be sent to the e-mail address displayed on the Billing and Delivery page. For other Travel Rewards such as vacation and cruise packages, travel documents will be sent to the ThankYou Member's address provided at time of booking. ThankYou Member is responsible for destroyed, lost and/or stolen travel documents, and any fees imposed to replace such travel documents. If Your ticket(s) is lost, stolen, or destroyed, contact us immediately for details on how to process Your claim. You may need to purchase a new ticket to travel while You are waiting for any permitted refund or credit. You remain responsible for payment due for the lost, stolen, or destroyed ticket(s) unless a refund or credit is issued by the carrier. Please go to **<http://www.dot.gov/office-policy/aviation-policy/aircraft-disinsection-requirements>** to learn about the use of insecticides in certain aircraft. Please refer to Your program rules for additional information.

For flights that are destined for, transit through, or depart Canada, passengers may be entitled to certain standards of treatment and compensation under the Air Passenger Protection Regulations at **<http://www.gazette.gc.ca/rp-pr/p2/2019/2019-05-29/html/sor-dors150-eng.html>**. For more information about Your passenger rights please contact Your air carrier or visit the Canadian Transportation Agency's website at **<https://www.otc-cta.gc.ca/>**.

Hazardous materials

Federal law forbids the carriage of hazardous materials aboard aircraft in Your luggage or on Your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives, compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: Paints, lighter fluid, fireworks, tear gases, oxygen bottles, and radio-pharmaceuticals.

There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in Your luggage and certain smoking materials carried on Your person. For further information contact the airline directly.

Baggage Fees

Baggage policies and fees vary by Supplier. Some Suppliers charge a fee for the first and/or second standard sized checked bag. Please check with the Supplier for baggage charges, size limitations, weight and other restrictions. A complete list of air carriers and their fees can be found at www.tripcharges.com/baggagefees.asp.

Destination taxes

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

Activities. Theater tickets, theme-park passes, and select sightseeing tours are completely NON-REFUNDABLE once booked. All other activities cancelled or modified more than three (3) days prior to activity date may be subject to applicable Supplier fees which will appear on Your card statement as CL * Trip Charges. All other activities cancelled within 3 days of activity date are nonrefundable. No shows are non-refundable and will result in a total forfeiture of payment made and Points used without credit due. Activity Supplier reserves the right to change, cancel, or modify the date, length, or inclusions of the activity booked without notice. You should reconfirm the activity booked at least 72 hours prior to the activity date.

If a paper or e-voucher is required, please remember to bring it with You along with a form of Government-issued photo identification. Otherwise, You may be denied admission to the activity.

Liability disclaimer. cxLoyalty acts only as an agent for the Supplier in regards to travel, and assumes no liability for injury, damage, loss, accident, delay or irregularity which may be caused due to a defect in any vehicle, acts of God, war, riots, or by any company or person involved in conveying the passenger or in carrying out travel arrangements. cxLoyalty reserves the right to accept minor adjustments in the passenger's travel itinerary made by the Supplier. In the event of Supplier trip cancellation prior to departure, a full refund will constitute a full settlement of all liability. The passenger's ticket(s), when issued, or electronic reservation, shall constitute the sole contract between the Supplier and the purchaser and/or passenger, and cxLoyalty shall have no liability for any actions or omissions of the Supplier. cxLoyalty is not responsible for any changes initiated by the passenger after departure.

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or limitation of liability for consequential or incidental damages, the above limitation may not apply to you.

Seller of travel registration numbers

Loyalty Travel Agency LLC, who acts only as an agent for the Suppliers, makes the travel arrangements for You on behalf of Travel Services. State Seller of Travel registration numbers for Loyalty Travel Agency LLC in the states that require registration 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 ST38239; Hawaii TAR-6750, Iowa 987; and State of Washington 602 868 200.

Loyalty Travel Agency LLC, 6442 City West Parkway, Eden Prairie, MN 55344-3245, 952-914-6500.

Gift card terms and conditions

- **Gift cards/certificates:** Gift cards/certificates are subject to the terms and conditions set by the merchant who issues the gift card/certificate. Citibank is in no way affiliated with the issuers of the gift cards/certificates nor are they considered sponsors or co-sponsors of ThankYou® Rewards. Any use of the merchant names and/or logos is by permission of each respective merchant and all trademarks are the property of their respective owners. Expiration policies and non-usage fees may apply; however, expiration on gift cards will occur in no less than five (5) years from the date of redemption and non-usage fees cannot begin until twelve months of non-use and the non-usage fee must remain the same from month to month through ThankYou Rewards. Gift cards/certificates may not be returned, unless damaged or defective.
- **Delivery of physical gift cards/gift certificates.** Physical gift cards and gift certificate Rewards are delivered to P.O. boxes and shipping addresses in the United States and its territories unless otherwise noted on the item detail page or at checkout. Allow one (1) to three (3) weeks for shipment. If You haven't received Your gift card/gift certificate Reward within ten (10) days after the shipped date, please let us know. You must contact us within one hundred twenty (120) days of Your order date if You have not received Your gift card/gift certificate. You can do so either by accessing the "Order History" section under "My Account" at **thankyou.com**, and then clicking "Return Order" or by calling us at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service).

- **Delivery of electronic gift cards/gift certificates.** E-gift cards, e-certificates and any other virtual Rewards are delivered only to valid email addresses. You can't cancel, return or exchange these Rewards. Participating merchants may have additional terms and conditions for these virtual Rewards, which You can find on **thankyou.com**.
- **Physical gift cards/gift certificates.** Only some orders of physical gift cards/gift certificates may be cancelled. We'll let You know on the order history page if You can cancel Your order. You may return a physical gift cards/gift certificate due to a defect or damaged shipment by calling the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service) and following the customer service agent's instructions.
- **E-Gift Card/E-Gift Certificates.** You can't cancel, return or exchange e-cards or e-certificates.

6

Point expiration, suspension and forfeiture

This section tells You if, when and how Your Points may expire.

- **Expiration of Points Acquired through Your Card Account.** Points You earn using Your Card Account and making Eligible Payments on your card will not expire.

7

Loss or suspension of points

This section tells You how Points You've already earned or received may be lost or suspended.

When your Card Account is closed or converted

How Your Citi Account was closed or converted determines how long You have to use Points associated with Your Citi Account.

If You have multiple Citi Accounts associated with only one ThankYou Account at the time one of Your Citi Accounts is closed or converted to a Citi® credit card that does not participate in the

ThankYou Program, You will lose only the Points that You earned with the closed or converted Card Account.

- **You close Your Citi Account or convert Your Citi Account to an account that does not participate in the ThankYou Program.** If You voluntarily close Your Citi Account enrolled in the Program, or convert Your Citi Account to an account that does not participate in the Program, You must use the Points within sixty (60) days after closing or converting Your account, or You will lose them.
- **We close Your Card Account Due to inactivity or convert Your Card Account to a card that does not participate in the ThankYou Program.** If we close Your Card Account due to inactivity, or otherwise convert Your Card Account to a card that does not participate in the Program, You must use the Points within sixty (60) days after closing or converting Your account, or You will lose the Points that You earned with the closed or converted Card Account.
- **We close Your Citi Account for any other reason.** If we close Your Citi Account for any reason other than inactivity, You will lose Your Points immediately.
- **Limited online access.** When Your Citi Account is closed or converted to an account that does not participate in the ThankYou Program, You will lose access to Your ThankYou Account online unless You have one or more open Citi Accounts that participates in the ThankYou Program. You may redeem Your Points by contacting the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service).
- **Limited Rewards options.** Some rewards options require You to have an Eligible open Citi Account. When Your Citi Account is closed or converted to an account that does not participate in the ThankYou Program, some redemption options may be limited or in eligible such as:
 - Rewards that require an open Card Account that participates in the ThankYou Program.

When Your ThankYou Account is closed

Your ThankYou Account may be closed when there are no open Citi Accounts associated with Your ThankYou Account, You request to close Your ThankYou Account, or Your ThankYou Account is closed due to Fraud, Misuse, Abuse or Suspicious Activity.

- **All Your Citi Accounts are closed.** When Your Citi Accounts close, Your Points will be lost either immediately or within 60 days as described above. After the Points associated with Your Citi Account have been lost or used within 60 days, and if You have no other open Citi Accounts associated with Your ThankYou Account, we will close Your ThankYou Account.
- **When Your ThankYou Account closes.** If You have Points, and Your ThankYou Account is closed for any reason, You will lose them immediately.
- **We cancel the Program.** If the Program is cancelled, You'll have ninety (90) days from the Program's cancellation date to redeem Your Points. After ninety (90) days, You'll lose any remaining Points.
- **Temporary Point suspension for late payment.** If You make a late payment on Your Card Account, You may not be allowed to redeem Points until Your Card Account is current, and You request that we reinstate those Points.
- **Reinstatement of Points:** Reinstatement applies to Points you did not receive as detailed above in "**When you will not earn Points.**" You may request reinstatement of these Points when Your account is current. Points will also be unavailable for Reinstatement after Your Card Account is closed. You may make a request for Reinstatement of Points on **thankyou.com** or by calling the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596). (TTY: Use 711 or other Relay Service).
- **Loss upon death.** You will lose Your Points upon Your death, and Your estate, successors and assigns have no property rights or other legal interests in such Points, except under this circumstance:
 - **Cash Rewards option.** If we receive a written request within one (1) year of Your death from the executor or administrator of Your estate, along with evidence satisfactory to us of Your death and the identity and appointment of the executor or administrator, we can allow Points remaining in Your ThankYou Account to be redeemed for Cash Rewards. Contact the ThankYou Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service) for more information.

8

Changes to these terms and other important information

This section tells You when and how we may change this Agreement and the Program.

- **Changes without notice.** We may make changes to the Program and/or the terms of this Agreement at any time without notice. For example, we won't notify You if we change what Rewards are available or the number of Points required to redeem a Reward. If we do make any changes to this Agreement, we'll post an updated copy on thankyou.com.
- **Changes with notice.** We'll give You thirty (30) days' written notice if we make any of the following changes:
 - A change that negatively affects the number of Points You can earn
 - A change that negatively affects when Your Points expire or how/when You may lose Points
 - A change in how You can exercise Your rights under this Agreement
 - If we cancel the Program

9

Fraud, misuse and abuse; other important information

This section tells You that we may take action in response to account fraud, misuse or abuse, including taking away Points and suspending or closing Your account. This section also tells You more about the Program and Your rights under this Agreement, including information about how we may contact You.

- **Fraud, Misuse, Abuse, or Suspicious Activity**

If we see evidence of fraud, misuse, abuse, or suspicious activity, as determined by us in our sole discretion, we reserve the right to take action against You. This may

include, without limitation and without prior notice, any or all of the following:

- Taking away Your accrued Points
- Stopping You from earning Points
- Suspending or closing Your Citi Account or ThankYou Account
- Taking legal action to recover Rewards redeemed because of such activity and to recover our monetary losses, including litigation costs and damages

Some examples of fraud, misuse, abuse and suspicious activity include:

- Buying or selling Points
- Repeatedly opening Card Accounts or Citibank Checking Accounts for the primary purpose of acquiring Points
- Using Your Card Accounts or Citibank Checking Account in an abusive manner for the primary purpose of acquiring Points
- Using Your Card Account other than primarily for personal, consumer or household purposes
- Points redemptions that You didn't authorize

Please contact the ThankYou® Service Center at 1-800-THANKYOU (1-800-842-6596) (TTY: Use 711 or other Relay Service) immediately if You suspect Your ThankYou Account is the target of fraud or suspicious activity.

- **No cash value.** Points have no cash value.
- **No property rights.** You have no property rights or other legal interests in Points. By operation of law, You can't transfer Points through such events as an inheritance, bankruptcy or a divorce. Points also can't be assigned or pledged.
- **Disputes between member and other persons.** We're not responsible for disputes between joint owners of a Citibank Checking Account or a customer and a third party involving Points or any other aspect of the Program.
- **Indemnity.** You agree to indemnify us and our third-party service providers, and all of our and their respective affiliates, directors, officers, employees, agents and contractors, and hold us and them harmless from and against any loss,

damage, liability, cost or expense of any kind (including attorneys' fees) arising from our or an authorized user's use of the Program, any fraud, misuse or abuse of the Program, violation of this Agreement and/or violation of any applicable law or the rights of any third party.

- **Limitation on liability.** You release us, our third-party service providers, and our and their respective affiliates, directors, officers, employees, agents and contractors, from liability for Your participation in the Program, including in connection with earning Points, redeeming Points for Rewards and using Rewards, the expiration and forfeiture of Points and changes to or cancellation of the Program. The third-party service providers, including merchants and contractors, that participate in the Program aren't affiliated with us, and we and our affiliates, directors, officers, employees and agents aren't responsible for, and You release us from, any liability arising in connection with products and services provided by those third-party service providers, including Rewards and/or any such services provided in connection with Rewards, such as delivery or servicing.
- **Void where prohibited by law.** The Program and/or any feature of the Program are void where prohibited by federal, state or local law or regulation and are subject to change as necessary to comply with law or regulation.
- **Notices and communications.** We may send communications about the Program to You at any mailing or email address on our records or through our online services. You agree that we (and/or our service providers or anyone we authorize) may contact You at any phone number, email address or mailing address You provide or we obtain in other ways. This includes communications to mobile, cellular/wireless, or similar devices. We may contact You by live operator, auto-dialer, recorded or artificial voice, text or email. You agree to pay any charges from Your plan provider for communications we send to You, as well as communications You send to us. We may use voice recognition technology to verify Your identity when You call. We may capture and store Your voiceprint for this purpose.

10

Incorporation of Card Account terms and conditions

This section tells You that certain terms in Your Card Account agreement also apply to this Agreement.

The agreement governing Your Card Account is incorporated into this Agreement for purposes of governing law, enforcement rights and dispute resolution, including any arbitration provision contained in it. **Read Your applicable Card Account agreement for these important provisions.**

thankyou
from citi[®]