

# Belco Rewards® Terms and Conditions

If You participate in the Belco Rewards Program, You agree to the following terms and conditions.

## Definitions

In the Belco Rewards Program, these terms have the following meanings:

- "Account" refers to a checking account, credit account, financial account, or other account opened Belco Community Credit Union
- "We," "our," "us," or "Operator" means BreakAway Loyalty, LLC, the operator and administrator of the Program and its subcontractors.
- "Program" or "Belco Rewards Program" means the program that allows Participants to earn and redeem points for rewards.
- "Rewards Points Account" means the account that tracks points earned by the Participant.
- "You," "your," or "Participant" means the individual(s) who is using the debit card, credit card, financial product, or other product designated by and from Belco Community Credit Union to obtain points that qualify for rewards.
- "good standing" means you are not in default under any of your agreements with Belco Community Credit Union. You will be in good standing if none of your deposit accounts are overdrawn and none of your loan or credit card payments are delinquent.
- "purchase", "qualified purchase", or "qualifying net purchase" means a Debit or Credit Card transaction with a Merchant to buy merchandise or services without the use of a Personal Identification Number ("PIN") or processed through a PIN Debit Network. Belco Community Credit Union reserves the right to determine whether a purchase is qualified to earn points. If you authorize a purchase or other transaction using your PIN, or a Merchant processes your transaction through a PIN Debit Network as a PINless transaction, no points will be earned or made available to you.

## Eligibility

1. Eligibility is restricted to Participants with an active and open Account in good standing with Belco Community Credit Union, which may include charging or usage privileges.
2. Eligibility is restricted to Participants that have an Account statement mailing address within the 50 United States, the District of Columbia, United States territories, or United States military address (such as APO).
3. Eligibility is restricted to Accounts and/or Cards designated by Belco Community Credit Union as "participating" in the Program. Participating cards are active Visa Debit, Visa Platinum, Home Equity Visa, and Business Visa cards issued by Belco Community Credit Union.
4. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program.

## Program Administration

1. Belco Community Credit Union reserves the right to cancel, change, or temporarily suspend the Program at any time without advance notice to You, which may result in the cancellation of outstanding points. The accumulated points do not entitle you to any vested rights with respect to points, credits, rewards, or benefits.
2. Belco Community Credit Union may inform You of any cancellation, change, or temporary suspension of the Program through the Program website or via an email sent to Your last known email address on file. You agree that sending a notice by email or providing notice on the Program Website is a satisfactory method of notifying you.
3. Any additional Program Terms and Conditions posted on the rewards website shall also be incorporated into these Terms and Conditions.
4. Your continued participation in the Program after any change shall be deemed to be your acceptance of any such change. If you do not agree to any change of this Agreement, you must immediately cease participation in the Program.
5. Operator and Belco Community Credit Union each have the right to monitor all Rewards Point Account activity. Operator and Belco Community Credit Union each reserves the right to cancel any Program membership in the event of fraud, abuse of program privileges, or violation of the Program rules; including any attempt to sell, exchange, or transfer points, or any instrument exchangeable for points. If You have conducted any fraudulent activity, Operator reserves the right to take any necessary legal action and may have grounds to confiscate any rewards redeemed as a result of such activity. In addition, You may be liable for monetary losses to Operator, including litigation costs and damages and you will not be allowed to participate in the Program in the future.
6. Belco Community Credit Union may send you a periodic statement in the mail that will tell you how many Belco Rewards Points you have earned and how to redeem your Belco Rewards Points. If you prefer to receive a monthly statement via e-mail instead of the physical periodic statement, please visit [www.belcorewards.com](http://www.belcorewards.com) to sign up for the Belco Rewards e-mail statement notification. Statements are not mailed to accounts with 100 or fewer points. Providing periodic statements is at the sole discretion of Belco Community Credit Union.
7. If you use the Program Web site, we are not obligated to provide any additional communications.
8. We reserve the right to terminate your participation in the Program at any time.
9. The terms of this Program are void where prohibited by law.
10. Belco Community Credit Union may, at any time and without prior notice, (i) change, limit or terminate any aspect of the Program, or (ii) update, amend or terminate these Terms and Conditions in whole or in part. Changes may affect outstanding transactions and points.

## Customer Service

If you have a problem or question regarding whether you earned points from a particular transaction, whether your points were properly redeemed or the status of your redemption order, or any other question regarding the Program, you can go to [www.belcorewards.com](http://www.belcorewards.com), call 1-888-995-1283, or mail to P.O. Box 680234, Marietta, GA 30068-0004.

If you choose to contact us by e-mail, send your full name and address and the issue. Do not send your card number or other personal financial information by e-mail because e-mail communications may not be secure.

If you contact us regarding an error or mistake with respect to your Belco Rewards Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date or the date of the alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Belco Rewards, will be resolved by us in our sole discretion.

## Point Accrual (Earning Points)

1. You will earn points for every qualifying net purchase (purchases less returns) by using your participating debit card or credit card or by participating in certain other Account activity with Belco Community Credit Union. Belco Community Credit Union determines the points earning rate for all transactions or Account activity, and when points begin to accrue.
  - a. Debit Card qualifying net purchases earn 1 point for every \$1.00 spent.
  - b. Credit Card qualifying net purchases earn 1 point for every \$1.00 spent.
2. Returns are subject to the return policy of the retailer from which you made your purchase. If you return or cancel an item, points are also reversed from that sale.
3. Exchanges also make purchases ineligible for rewards, as when merchandise is exchanged, the merchant cancels the order and replaces it with a new one. Since the new order was not made through the program website points cannot be tracked. Because of this, the retailer will not pass the points to Belco Rewards which means Belco Rewards cannot access the points to put in your account.
4. To avoid losing your rebate on exchanges, please make sure all returns are final. Once your refund is credited to your card, place the order again through the Belco Rewards website to be sure you receive points on your purchase.
5. Transactions from lost, canceled, or stolen credit or debit cards; or fraudulent purchases will not earn points.

6. The following transactions are not considered qualifying net purchases: payments of existing credit card balances, balance transfers, cash advances, ATM transactions, convenience checks, PIN Debit Network processed transactions, fees charged by us (for example, annual fees, late fees, over limit fees, finance charges, and related service charges, if any apply), payments made for prepaid and reloadable cards such as certain gift cards, Visa Buxx<sup>®</sup>, and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services).
7. Participants will not earn points if the Account has been closed, whether closed by Participant or BELCO Community Credit Union. Once the Account is closed, points will not be credited and points will be immediately forfeited and cannot be redeemed. Belco Community Credit Union will determine what constitutes a closed Account.
8. There is no annual cap to how many points you can earn.
9. Your points accumulate over thirty six (36) months. Your points not redeemed within thirty six (36) months of having been earned will expire on a first-in, first-out basis.
10. Points earned during a calendar month are posted to the Participant's Reward Points Account by the 10th of the following month. Points earned on qualifying purchases that have not been cleared or posted to a Participant's Rewards Points Account are not eligible for redemption.
11. Dollar and cents amounts will be rounded down to the nearest whole dollar amount when calculating points earned.
12. Point balances are available for view online.
13. Points can be transferred from one Rewards Point Account to another Rewards Point Account ("Gifting Points"). Points may be Gifted in any denomination and can only be Gifted if both Rewards Point Accounts are open and in good standing. Gifted Points expire twelve (12) months from the date the points are Gifted.
14. Points from multiple Accounts may be pooled together at the discretion of Belco Community Credit Union. Pooled points may be redeemed by any of the Participants with access to any of the pooled Accounts.
15. Points may not be assigned, transferred and/or pledged to any third party. Participant has no property rights or other legal interests in points.
16. Participant is responsible for any personal tax liability that may be related to participation in the Program.
17. If your Rewards Point Account does not represent the correct number of points that you should have been awarded, Operator reserves the right to adjust your point balance. If you have been awarded points in error or if you believe your Rewards Point Account has been the subject of any suspicious activity, please contact the Operator immediately using the "Contact Us" feature of the Program website.
18. If you believe that you have made purchases that should have resulted in the addition of Reward Points to your accumulated Rewards balance, and you see that the Rewards have not been reflected within thirty (30) days of your purchase (date the purchase appears on your Account statement), please contact us within ninety days of the date of such purchase and we will investigate the situation. If you wait longer than ninety (90) days, your ability to claim the Rewards will be considered waived. We may ask you for documentation of the spending you contend should have resulted in points accumulation.
19. Belco Community Credit Union, from time to time, may choose to make points available to you for other relationship activities. We will tell you about these activities, and the points we will make available for your use, by giving you notice through the Program Website or via an email sent to your last known email address on file.

## Redeeming Points

### General Rules

1. No cash refunds or partial awards will be issued upon redemption of points.
2. Program points may not be used with any other discount or coupon offer.
3. Points are redeemable for any item you are eligible for throughout the Program based on the point values specified on the website or print catalog.
4. Reward items are revised periodically and discontinued items cannot be ordered.
5. You may select items from any level, as long as you have the necessary number of points available for redemption on your Rewards Points Account.
6. All points must be redeemed using the Program website located at [www.belcorewards.com](http://www.belcorewards.com) or by calling 1-888-995-1283 and speaking with a Rewards Specialist.
7. If you have questions about the Program, those questions can be sent to the Operator using the "Contact Us" feature of the Program website.
8. Points will be redeemable only if your Rewards Points Account is open and in good standing.
9. The Participant must redeem points, but another person may use the ticket(s) or rewards. The Participant is responsible for any tax liability or other charges related to participation in the Program or redemption of points, and for payment of any taxes or charges. Examples of such charges include without limitation, baggage charges, departure taxes, or other charges that may have been assessed by government entities.
10. Belco Community Credit Union reserves the right to disqualify any Participant from participating in the Program and to invalidate all points for abuse, fraud, or any violation of the Program Terms and Conditions.
11. Any point balance remains the property of Belco Community Credit Union until redeemed, and your point balance will remain the property of Belco Community Credit Union should you fail to exercise your redemption rights.
12. Belco Community Credit Union, Operator and suppliers are not responsible for the replacement of lost, stolen, or damaged documents awarded for the redemption of points.
13. Belco Community Credit Union reserves the right to pass on any processing and/or surcharge fees that may be incurred on the rewards.
14. Any award that is shipped will ship UPS, USPS, or an accepted domestic delivery service and will usually deliver within 2-4 weeks. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.
15. A gift can only be exchanged in the event that it arrives in defective or damaged condition. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept gift/freight shipment. Instructions on how to return defective or damaged items are included with your gift. If you need additional information, please call 1-888-995-1283. Items must be returned within 30 days of receipt.
16. Redemption values for any redemption item may change at any time without notice. Belco Community Credit Union reserves the right to cancel any redemption option at any time.

### Merchandise

Merchandise orders cannot be canceled once they have been placed through the Belco Rewards website. Instead, those orders must be returned upon arrival. Please see the Merchandise Return Policies & Process, below, for more information.

Most new, unopened items returned within 30 days of shipment can be returned for either a replacement item or a refund of points. If you've received an incorrect or defective item you can choose to receive the correct functioning merchandise or a full refund of your points including shipping and handling.

There are some exceptions where returns are not allowed:

- Hazardous items that are gas-powered or contain flammable liquids.
- Computer laptops and desktops more than 14 days after delivery.
- Any product missing the serial number or UPC
- Gift cards/certificates.
- Gourmet gift baskets.

Also, items that are opened, used or shipped more than 30 days ago may not be eligible for an exchange or refund.

### Return Process:

1. Contact 1-888-995-1283.
  - a. You will need either your order confirmation or shipping document to provide certain information like order number, item number and item name. Providing all requested information will expedite processing.
  - b. You will receive an acknowledgement email within one business day that your request has been received.
  - c. Within three business days you will receive an email validating if the item is eligible for return and providing you with return instructions including any applicable shipping labels.
2. Return Merchandise
  - a. Return labels must be used for all exchange and refunds within the time frame designated (usually 10 calendar days); once the label expires the item is no longer eligible for return.
  - b. Each return mailing label is coded for a specific shipment and specific items; please do not include items from other orders, or other items and/or shipment from the same order, in the same box, or you will not receive the correct refund.
  - c. For special items that require a pick up by UPS, a "call-tag" will be issued. UPS will attempt a pickup at the address on the order during the next 3 business days. No specific time can be provided for the pick up as this is dependent upon the UPS route in the area.
  - d. If specialty carrier is required for large items, the carrier will call the phone number on the order to arrange a pickup date and time.

- e. Return labels, call tags and carrier pick ups are valid only for returns shipped within the U.S.
3. Receive Points within 4 weeks after merchandise is received by the rewards center.
  - a. Eligible Belco Rewards Points will be deposited back to the participants account.
    - i. Email notification will be sent once points have been deposited to your account.
    - ii. Validate your points return on your Points Detail page of the Rewards Website ([www.belcorewards.com](http://www.belcorewards.com)).
4. Replacement items are typically shipped within 4 weeks of the merchandise being received by the rewards center.
  - a. All shipping addresses must be within the U.S. and can not be P.O. boxes.
  - b. If the item is unavailable a refund of points will be created.
    - i. Eligible points will be deposited back to the Participants account.
    - ii. Email notification will be sent once points have been deposited to your account.
    - iii. Validate your points return on your Points Detail page of the Rewards Website ([www.belcorewards.com](http://www.belcorewards.com)).

**Return Guidelines:**

Some product lines have special restrictions or return policies. Review the table below to understand the returns policy for the various product lines.

Books Computer Games DVDs Electronics Music Videos Video Games Software	These items must be unopened and still in their plastic wrap unless the item is damaged or defective upon opening of the item's packaging.
Large Screen TV delivered by freight carrier	Inspect your television carefully for damage while the shipper is still present. If you discover any damage, please refuse delivery and the shipper will remove the TV and your order will be worked for a refund. Do not sign the shipper's release form unless you have inspected the TV for damages. All cabling or additional installation is your responsibility. Your signature on the carriers delivery receipt acknowledges that you understand the return policy. If you accept delivery and later find out that the television is not working properly, please review package enclosures to see if the problem is covered by a manufacturer's in-home service warranty. If you are unable to locate warranty information for a particular model, contact the manufacturer.
Outdoor Living Tools & Hardware Kitchen	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. For safety reasons, items that use flammable liquids or gases cannot be returned. Please contact the manufacturer directly for service, warranty, return, and refund information.
Apparel	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging. It must be in its original condition with all tags and packaging intact.
Gourmet Food	We cannot accept returns on gourmet food items including candy, gift baskets, or any other food items.
Health & Personal Care	Items must be unopened and in new condition. We cannot accept returns of products that have special shipping restrictions imposed by the U.S. Department of Transportation.
Jewelry & Accessories	These items must be unopened and still in their original packaging, unless the item is damaged or defective upon your opening of the item's packaging.
Computers	Computers which have been opened are subject to a 15% restocking fee to be deducted from the total amount the customer is refunded. Computers <b>may not</b> be returned more than 14 days from the date of delivery.

Please Note:

- If you do not use the Online Returns Center and choose to work directly with the merchant the Online Returns Center will not be able to assist you.
- Merchant direct returns only allow exchanges; return for Belco Rewards Points will not be an option.
- Online Returns Center provides a traceable, insured return method for high value items. If you choose to work directly with the merchant we recommend using a traceable U.S.P.S. or UPS shipping method and insure any items valued more than \$500. Shipping costs including insurance will be at the participant's expense.

**Backordered Items:**

Items which are on back order for more than sixty (60) days may be cancelled due to unavailability; a full refund of points will be processed for the item(s) cancelled.

**Account Credits**

Belco Rewards Points may be redeemed for a credit to your Account associated with your Rewards Points Account Login. The Account that was used to log into the system with will be the Account that is credited. Please allow up to 14 business days for the credit to post to your Account. Redemption values may change at any time and Belco Community Credit Union reserves the right to cancel this redemption option at any time.

**Travel Rewards**

Any experiential travel or vacation package is non-refundable and non-cancelable. Any participating merchant is not a sponsor of this Program. The Participant is responsible for making reservations and completing any requirements requested to complete the reservation. Belco Community Credit Union is not responsible for any additional fees incurred related to booking or travel with a package.

**Airline Tickets**

Airline tickets will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to your Card account on record with Belco Community Credit Union. All airline ticket rewards are for coach class travel (unless otherwise noted) and confirmed at the airline's lowest applicable fare in the market. You choose the airline and travel dates, subject to availability. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel rewards. Interim stopovers of more than four (4) hours, circle trips, or open jaw itineraries are not permitted. There is no limitation on the number of connections and there are no blackout dates. All airline ticket rewards are subject to availability. All airline ticket rewards are non-refundable and non-changeable, unless you elect to change the ticket directly with the airline and you are willing to pay any fees charged by the airline for changes. Tickets are subject to the applicable airline rules and regulations. Belco Community Credit Union are not responsible for communication of airline schedule changes. Flight reservations should be reconfirmed at least 72 hours prior to departure directly with the ticketing airline. The traveler will need to have a government issued photo ID at airport check-in. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed Belco Rewards Points for the ticket.

Air Travel Discount rewards of any value are applied to the cost of the tickets. No refunds or credits are given for discounts exceeding the cost of the tickets.

All airlines used must be a member of the Airlines Reporting Corporation and provide booking and ticketing services in the Orbitz for Business network. All tickets will be issued as electronic tickets unless this service is not provided by the airline. You have the option of having paper tickets (if applicable), vouchers, itineraries, and other travel documents delivered to your Card Account billing address via express courier and the cost charged to your Card Account. You may also elect to have tickets, vouchers, itineraries, and other travel documents delivered to your billing address by uninsured first class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed tickets.

**Hotel Certificates/Gift Cards**

Once Hotel Certificates or Gift Cards are issued they are non-refundable and non-cancelable. You assume all risk and responsibility for lost, stolen, or otherwise destroyed certificates or gift cards. The hotel merchants offered in the Program are not affiliated with, nor are they sponsors of the Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants. Hotel and travel offerings may change at any time without notice. The Participant is responsible for making hotel reservations. Check with the hotel regarding participation and availability at the time of reservation. The Program is not affiliated with any of the merchant gift cards offered and the merchant gift cards offered are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants. Gift card offerings may change at any time without notice.

**Cruise Rewards**

Once Cruise Rewards are booked they are non-refundable and non-cancelable. All cruise redemptions must be booked at least 60 days prior to the requested sailing date. Cruise rewards are based on double occupancy for an interior cabin. At least one member sailing must be 21 years of age or older. Changes are subject to change fees imposed by cruise line.

## Rental Car Travel Vouchers

Vouchers are valid at participating locations toward a rental made in accordance with the terms and conditions of the rental agreement, up to the amount stated on the certificate. The renter must meet the age, credit, and driver qualifications in effect at the time and place of the rental and must meet the minimum standards of the rental company. Advance reservations are recommended. Travel voucher use is determined by the rental company.

## Charitable Donations

Charitable Donations are administered by justgive.org. The Program is not affiliated with justgive.org or any charities available through them. Please consult the justgive.org website for tax information as Belco Community Credit Union is not responsible for providing tax documentation for any redemption made for charitable donations. Please consult with a tax advisor for direction on charitable donation eligibility and documentation. Additional charitable organizations may be added and are not affiliated with Belco Community Credit Union. Please consult their websites for details on their charitable organization and policies.

## Point Gifting

You may gift points to other Belco Rewards Points Accounts and/or Participants. Gifting points is free. Points may be gifted in any denomination and can only be gifted to accounts that are open and in good standing with Belco Community Credit Union. Gifted points expire twelve (12) months from the date the points are gifted.

## Liability

1. You acknowledge and agree that as part of the Program certain information, such as Your name and address, shall be provided to merchants and other parties involved in the Program and Your transactions. You acknowledge and agree that Operator has no control over and liability for any use of such information by those third parties.
2. Operator has no liability for disagreements regarding points. Belco Community Credit Union decisions regarding points and point discrepancies will be final.
3. You agree to comply with all applicable laws, rules, statutes, ordinances, and regulations in connection with Your participation in the Program and Your use of goods and services.
4. Any and all taxes on points, merchandise, accommodations, travel, or services in connection with the Program are Your responsibility. Please consult with a tax advisor concerning any income or other tax consequences that may be related to Your rewards.
5. You may cancel your participation in the Program at any time by calling 1-888-995-1283. Your point total will be forfeited and cannot be transferred to another Rewards Account. Any negative point balance will carry over to another Belco Rewards Account in Your name.
6. NONE OF OPERATOR, BELCO COMMUNITY CREDIT UNION, OR THE SUPPLIER OF ANY REWARDS (INCLUDING EACH OF THEIR AGENTS, AFFILIATES OR EMPLOYEES) (TOGETHER, "PROVIDERS") MAKE ANY WARRANTY OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, REGARDING THIS PROGRAM AND THE WEBSITE, AND/OR ANY CONTENT, DATA, SOFTWARE, MATERIALS, INFORMATION, PRODUCTS, SERVICES AND/OR OPERATION OF THE PROGRAM OR THE WEBSITE ALL OF WHICH ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. YOU EXPRESSLY AGREE THAT THE USE OF THIS WEBSITE AND THE PROGRAM IS AT YOUR SOLE RISK. PROVIDERS EXPRESSLY DISCLAIM ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED THAT THE PROGRAM AND THE WEBSITE WILL BE ERROR-FREE, SECURE, UNINTERRUPTED, OR VIRUS-FREE. THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES ON THE WEBSITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS.
7. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, THE PROVIDERS DISCLAIM ALL WARRANTIES, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE. THE INCLUSION OR OFFERING OF ANY PRODUCT OR SERVICE ON THIS SITE DOES NOT CONSTITUTE AN ENDORSEMENT OR RECOMMENDATION OF SUCH PRODUCT OR SERVICE.
8. THE SUPPLIERS OF PRODUCTS AND SERVICES FOR OPERATOR ARE INDEPENDENT CONTRACTORS AND ARE NOT AGENTS OF OPERATOR. OPERATOR AND BELCO COMMUNITY CREDIT UNION ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES OR NEGLIGENCE OF ANY SUCH SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE OR LOSS, INCONVENIENCE, LOSS OF ENJOYMENT, MENTAL DISTRESS OR OTHER SIMILAR MATTER, DELAYED DEPARTURE, MISSED CONNECTION, SUBSTITUTION OF ACCOMODATIONS, TERMINATIONS OF SERVICE, OR CHANGES IN FARES AND RATES, AND/OR CANCELLATION OR DOUBLE BOOKING OF RESERVATIONS OR TICKETS RESULTING THEREFROM. ALL TRAVEL DOCUMENTS ARE ISSUED SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED BY OPERATOR'S SUPPLIERS.
9. THE PROVIDERS WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL LOSS, CLAIM, INJURY AND/OR DAMAGE ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE PROGRAM OR THE WEBSITE, OR FOR ANY INFORMATION SOFTWARE, PRODUCTS, AND SERVICES OBTAINED THROUGH THE PROGRAM OR THE WEBSITE, OR ANY FAILURE OR DELAY, OR THE PERFORMANCE OR NONPERFORMANCE BY PROVIDERS, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF THE PROVIDERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
10. SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CERTAIN DAMAGES. IF THESE LAWS APPLY TO YOU, SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MAY NOT APPLY TO YOU, AND YOU MAY HAVE ADDITIONAL RIGHTS.
11. You agree to indemnify, defend, hold harmless, and release the PROVIDERS and any merchants participating in the rewards, including any rewards that, after receipt, may be lost, stolen, or destroyed, from any claims, liabilities, obligations, actions, or damages (including reasonable attorneys fees) arising out of any breach of the Program or these Terms and Conditions by You or by anyone using the Program or Your points, REWARDS POINT ACCOUNT, or OTHER Accounts. All participating merchants are in no way affiliated with or responsible for the Program administration.
12. You acknowledge and agree that anyone with access to Your Account with a Card, or Linked to your Rewards Points Account, will have access to redeem all the points earned and accrued on the Rewards Points Account. You agree to indemnify, defend, hold harmless, and release the PROVIDERS from any liability for points redeemed by any other person without your permission.
13. If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.
14. The Program and these Terms and Conditions are subject to the laws of the Commonwealth of Pennsylvania, without any reference to its choice of law provisions.
15. Operator and Belco Community Credit Union reserves the right to disqualify individual Account holders who violate these Terms and Conditions or violate any Program rules, terms, or conditions posted on the Website ([www.belcorewards.com](http://www.belcorewards.com)) or otherwise disclosed.