

# Vivid Rewards™ Credit Card Rewards Terms & Conditions

Effective 02/01/2021

Below are the terms and conditions for the rewards program available with the Vivid Rewards Visa® Credit Card. You are enrolled in the one (1) rewards program that you requested on your credit card application. You are not enrolled in both rewards programs.

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## Vivid Rewards Program Terms & Conditions

### DEFINITIONS:

**Account** – The Visa credit card Account enrolled in the rewards program.

**Active Account** – Credit card account that has at least one purchase transaction within the previous 12 billing cycles.

**Bank** – If your Credit Card is branded Zions First National Bank (“Zions Bank”), Vectra Bank Colorado, National Bank of Arizona, or Nevada State Bank, then “Bank” means the Zions Bank division of Zions Bancorporation, N.A. Otherwise, “Bank” means the California Bank & Trust or Amegy Bank division of Zions Bancorporation, N.A. as branded on your Credit Card.

**Cash Back Program** – The “Program” offered and managed by Zions Bancorporation, N.A. doing business through its divisions under the tradenames Zions Bank, California Bank & Trust, or Amegy Bank.

**Credit Card** – A card issued in connection with your Account.

**Good Standing** – The Credit Card account is not over limit, closed, more than 60 days past due, or otherwise deemed ineligible for ongoing use.

**Ineligible Transactions** – The following Account transactions are ineligible to earn Rewards or be included in the Rewards Annual Bonus calculation: cash advances, balance transfers, ATM transactions, quasi-cash transactions (such as traveler’s checks and money orders), unauthorized charges, fraudulent charges, fees, interest charges, reversed transactions (such as for returned merchandise), foreign cash transactions, casino gaming, betting transactions, and lottery ticket purchases.

**Rewards Program** – The “Program” offered and managed by Zions Bancorporation, N.A. doing business through its divisions under the tradenames Zions Bank, California Bank & Trust, or Amegy Bank.

**Qualified Net Purchases** – Any transactions other than Ineligible Transactions and credits to your Account.

**You (Your, Yours)** – The person(s) named on your Account application.

### ENROLLING IN THE PROGRAM:

- Enrollment in the Program is subject to a) these Terms and Conditions, b) the Credit Card Agreement and Disclosures applicable to your Account, and c) any other terms, conditions, or rules that we may issue from time to time, with or without notice, to govern the Program.
- You automatically accept these Terms and Conditions on the earlier of a) 15 days from the date your Account is enrolled in the Program or b) any use of the Credit Card after enrollment. If you choose to decline these Terms and Conditions, please call the number on the back of your Credit Card to cancel your Account’s enrollment in the Program.
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- Your participating Credit Card may only be enrolled in one rewards program offered by the Bank at any one time, and the Bank reserves the right to reject enrollment of your Credit Card in the Program.
- Once enrolled, your Rewards points earning and redemption transactions are shown on your monthly Account Statement.

### EARNING REWARDS POINTS:

You are eligible to earn Rewards points a) the date you activate and use your Credit Card or b) the first day of the billing cycle that immediately follows your enrollment in the Program. There is no limit on the amount of Rewards points you can earn. Earned but unredeemed points do not expire while your Account is Active and remains in Good Standing.

#### Standard Earn Rate:

- You earn one Rewards point for every one dollar (\$1) spent on Qualified Net Purchases, rounded to the nearest whole dollar. We reserve the right to determine whether any particular purchase or amount qualifies to earn points.

**Enhanced Earn Rate:**

- You earn Rewards points at the Enhanced Earn Rate of 3 points for every \$1 spent on Qualified Net Purchases processed using one of the Merchant Category Codes (MCCs) in the list below. Merchants who accept Visa credit cards are assigned MCCs based on the types of goods or services the merchant sells. Please note MCC classification is at the discretion of the merchant or its processing bank. While some merchants may sell goods or services that seem to fit an Enhanced Earn Group, purchases will only earn rewards at the enhanced rate when processed with one of the MCCs below.

Enhanced Earn Group	MCC	MCC Description
Automated Fuel Dispensers	5542	Fuel
Digital	5815	Media
	5816	Games
	5817	Applications
	5818	Large Digital
Dining	5812	Eating Places
Entertainment - Other	7993	Video Amusement
	7994	Video Game
	7996	Amusement Parks
	7997	Membership Clubs, Sports
	7998	Aquariums
Entertainment - Arts	7999	Recreation Services
	7829	Motion Pictures and Video
	7832	Theaters
	7841	Video Rental
	7911	Dance Halls
	7922	Theatrical Producers
Fast Food/Catering/Alcohol	7929	Bands, Orchestras, Misc
	5811	Caterers
	5813	Drinking Places
	5814	Fast Food
Transportation - Passenger	5921	Liquor Stores
	4011	Railroads
	4111	Commuter Passenger Transportation
	4112	Passenger Railways
	4119	Ambulance Services
	4121	Taxicabs & Limos
	4131	Bus Lines
	4784	Toll & Bridge Fees
4789	Transportation Services Misc.	
Communications	4812	Telecommunications Equipment
	4814	Fax Services
	4899	Cable and other pay television

**“Loyalty” Rewards Points:**

- From time to time we may offer temporary promotions that let you earn “loyalty” Reward points by obtaining or using Bank products other than credit cards.
- The terms for earning loyalty reward points on non-credit card Bank products will vary by promotional campaign and can be changed or discontinued at any time without notice.
- Zions Bank may in its sole discretion choose to exclude cards that are branded in the name of one or more of its division from its loyalty promotion campaigns.

- To determine whether a promotion is currently in effect and its terms, you may speak with the department of the Bank that sponsors the particular loyalty promotion, or you may call 1-800-494-1698.

#### **REDEEMING EARNED REWARDS POINTS:**

You must request redemption of Rewards points you have earned. In order to redeem:

- You must have a minimum of 2,500 points earned.
- You must redeem at least 2,500 points at any one time.
- Your Account must be in Good Standing.

Points can only be redeemed by the owner(s) of the Account or an authorized user of the participating Account, including, without limitation, any person who is authorized to access your participating Account via online banking and any authorized business company contact on business participating Accounts. You may request redemption of Rewards points by:

- Logging on to your online banking account, select the Credit Card Account, then select "Account Summary", then select "Rewards", then select "Redeem". We will use all reasonable efforts to provide access to the Website on a 24-hour, 7-days-a-week basis. However, we cannot guarantee that access to the Website will be uninterrupted or available at all times. We assume no liability or responsibility for any delay, interruption, or downtime. Please see the Website for further details regarding your use of the Website.
- Calling us toll free at the number on the back of your Card (24 hours a day/7 days a week). If you redeem your points by calling the Contact Center, you will be making a request for the Contact Center agent to assist you with your redemption and the redemption will be deemed to be made pursuant to your instructions.

The credit of your Rewards points will occur 3-5 business days following your request for redemption.

- We will issue a statement credit corresponding to the number of points you redeem. Although Rewards points have no cash value, each Rewards point can be redeemed for a \$.01 statement credit.
- Rewards points credited to your Account do not qualify as a payment on your Account. Please be sure to make at least your full monthly minimum payment in addition to any Rewards credit.

Other guidelines related to redeeming earned Rewards points:

- You may redeem points against any Qualified Net Purchase listed on your rewards statement, even if you don't have enough points available to pay the purchase in full ("Partial Redemption").
- At the time of each redemption request, only Qualified Net Purchases from the preceding 90 days are available to redeem against.
- Your points redemptions are considered final. You are responsible to review your Account and notify us promptly if you suspect there is an error of any kind reflected on your statement. Your Account will be deemed correct, and we may not be able to make any changes you request to any Rewards points transactions or balances after 90 days, though we reserve the right to do so in our sole discretion.

#### **PROGRAM RESTRICTIONS AND LIMITATIONS:**

- The Program is also subject to all applicable laws and regulations. Many of these applicable Terms & Conditions, Agreements, or Disclosures may be viewed and downloaded from the Agreement Center on your online banking website.
- The Program and Website are provided on an "as is" and "where is" basis, with no express or implied warranty of any kind, including implied warranties of merchantability or fitness for particular purpose. Bank shall have no liability to you or any other person in contract, negligence, tort, strict liability, or otherwise for any damages (including without limitation direct, indirect, special, consequential, or punitive damages) even if the Bank has been advised of the possibility of such damages. The foregoing exclusions and disclaimers include but are not limited to damages arising out of or in connection with (1) use, operation, failure, defect, or interruption of the Program or Website (including Program enrollment and points redemptions), (2) performance or nonperformance by the Bank or its affiliates, or (3) any computer virus, communications failures, or unauthorized access to or use of any record.
- We may reverse points, debit your accrued points, and/or cancel benefits if we reasonably believe that a transaction was unauthorized, that the purchase was returned, or that the transaction was not a bona fide purchase of goods or services delivered or performed by the merchant. Such reversal, debit, or cancellation may result in a negative points balance on your account.
- Your Account is not eligible for enrollment in a Rewards Points or Cash Back program other than, or in addition to, the Program described in these Terms and Conditions.
- You may not purchase additional rewards points, or sell, transfer, or assign your Rewards points.
- Any aspect of the Rewards Website may be changed, supplemented, deleted, updated, discontinued, suspended, or modified at any time. The Bank and its affiliates reserve the right to amend, cancel, or change the applicable Terms & Conditions or the Program, or restrict your access to it at any time with or without notice, to the full extent permitted by law. Your continued use of the Website or participation in the Program following any such modification will be subject to the applicable Terms & Conditions in effect at the time of your use or participation.
- The Bank and its affiliates shall not be liable to you for any delay or other damages that might result from any such modification, suspension, or discontinuance.
- If the Program is cancelled, or your account is closed, or your participation in the Program is terminated, for any reason, all unredeemed points will be forfeited.