

# Bank of America<sup>®</sup> Premium Rewards<sup>®</sup> Program Rules

It's easy to earn Points—you could earn 2 Points for every \$1 spent on eligible travel and dining purchases and 1.5 Points for every \$1 spent on all other purchases. You can redeem for an extensive array of Rewards.

You and your authorized users are automatically enrolled in the Program.

Rewards at a glance:	
<b>Base Earn</b>	Earn 2 Base Points for every \$1 spent on travel Net Purchases* Earn 2 Base Points for every \$1 spent on dining Net Purchases* Earn 1.5 Base Points for every \$1 spent on other Net Purchases
<b>Bonus Earn</b>	<b>Preferred Rewards/Banking Rewards for Wealth Management Bonus (if qualified &amp; enrolled):</b> Earn 25%–75% more Points**
<b>Redeem</b>	<ul style="list-style-type: none"> <li>• Travel</li> <li>• Cash Back</li> <li>• Gift Cards</li> </ul>
<b>Minimum Redemption</b>	Redemptions start at 2,500 Points
<b>Expiration</b>	As long as your account remains in good standing, Points do not expire
<b>Forfeiture</b>	Points are subject to forfeiture. See page 5.

\*See page 1 for details.

\*\*See page 3 for eligibility details.

## Learn more about:

Travel Rewards	page 6
Cash Rewards	page 7
Gift Card Rewards	page 8
Airline Incidental and Airport Security Credits	page 8

The following Program Rules provide what you need to know about the Program. Please review this document and keep it for reference. If We make any changes to the Program, We will let you know on [bankofamerica.com](http://bankofamerica.com), or by mail.

## Basic terms and definitions

**Account in Good Standing**—An account that is open and has charging privileges

**Base Points**—The number of Points you will earn with each purchase

**Billing Cycle**—The period of time between monthly bills or monthly billing statements, as defined in your Credit Card Agreement

**Bonus Points**—The number of additional Points you can earn with each purchase, subject to the terms of certain bonus offers or enrollment-based programs

**Card**—A Bank of America® Premium Rewards® Visa Signature® credit card

**Cardholder (also referred to as “you”)**—Individual Cardholders, Joint Cardholders and authorized users, if any, with a Card account and charging privileges (excluding corporations, partnerships or other entities)

**Cash Rewards**—A statement credit, an electronic Automated Clearing House (ACH) System deposit into a checking or savings account with Bank of America, N.A., a contribution to an eligible Cash Management Account® with Merrill Lynch Wealth Management® or Merrill Edge® or a contribution to a College Savings 529 account held at Merrill Lynch. Cash Rewards are issued in U.S. dollars

**Eligible Account**—A Bank of America® checking or savings account, a qualifying Cash Management Account® with Merrill Lynch Wealth Management® or Merrill Edge®, or a qualifying College Savings 529 account held at Merrill Lynch®; Eligible Accounts are determined by Bank of America, N.A.

**Joint Cardholder**—Joint owner of the Card account who shares full responsibility of account with the Primary Cardholder; does not include authorized users

**Net Purchases**—The amount of purchases less any credits, returns and adjustments

**Points**—Points that are earned or redeemed through the Program

## Preferred Rewards/Banking Rewards for Wealth Management Programs

Optional benefits and rewards programs, separate from this Card Program, available to Bank of America customers/Merrill Lynch clients who have met certain deposit account and deposit/investment balance criteria. Qualification and enrollment requirements, and other program details, are available at [bankofamerica.com/preferred-rewards](http://bankofamerica.com/preferred-rewards)

**Primary Cardholder**—First-named Cardholder on the Card account

**Program**—The Bank of America Premium Rewards program

**Program Rules**—Refers to the terms and conditions in this document, which govern the Program; these Program Rules are separate from the terms of the Credit Card Agreement provided with your Card

**Rewards**—Rewards that you can receive by redeeming Points

**Site**—The Program website at [bankofamerica.com](http://bankofamerica.com)

**Travel Center**—The website or call center where Cardholders can purchase travel or redeem Points for travel

**We/Us/Our**—Bank of America, N.A., the administrator and issuer of the Program

## How are my Points calculated?

- We will calculate your Points with each eligible transaction and award (or deduct) the resulting Points, including two decimals (for example,  $\$1.00 \times 1.5 = 1.50$  Points).
- We calculate and round Base and Bonus Points separately.

### Base Points

- We calculate the number of Base Points you will earn with each purchase or return transaction you make.
- The transaction amount (positive or negative dollars) multiplied by your base earn rate of 1.5 Points (2 Points for travel or dining) equals your Base Points.
- For example, a purchase of  $\$1.00 \times 1.5$  base earn rate = 1.50 Base Points.

- Similarly, a return of  $-\$1.00 \times 1.5$  base earn rate = -1.50 Base Points.

### **Bonus Points**

- You may earn Bonus Points based on meeting certain criteria or taking certain actions (such as enrolling in the Preferred Rewards program); details will accompany the offer.
- We calculate the number of Bonus Points you will earn with each purchase or return transaction you make, but separately from the calculation for your Base Points.
- The transaction amount (positive or negative dollars) multiplied by the bonus earn rate for that particular offer equals your Bonus Points.
- For example, a purchase of  $\$1.00 \times .50$  bonus earn rate = 0.50 Bonus Points.
- Similarly, a return of  $-\$1.00 \times .50$  bonus earn rate = -0.50 Bonus Points.

### **Points Rounding**

- Any Points calculations resulting in more than two decimals will be rounded up to the next hundredth of a Point (for example, 1.515 rounds up to 1.52).

## **How do I earn Points?**

- Earn 1.5 Base Points for every \$1 spent on Net Purchases (other than travel or dining).  $\$1.00 \times 1.5$  earn rate = 1.50 Points.
- There's no limit on the number of Points that can be earned.
- From time to time, special promotions may feature the ability to earn Bonus Points; details will accompany the offer.
- Points are subject to verification.

Visit the Site or refer to your monthly billing statement to see how many Points you've earned.

### **How do I earn 2 Base Points for every \$1 spent on Travel and Dining Purchases?**

- Earn 2 Base Points for every \$1 spent on Net Purchases made with the Card at eligible travel and dining merchants (as further qualified below).
- For example, if you spent \$100 on eligible hotel purchases, you would earn 200 Points.

### **Transactions not eligible for Points**

You won't earn Points for:

- Balance Transfers and Cash Advances, including, but not limited to, travelers checks, money orders and other cash equivalents
- Fees, interest charges and credit insurance
- Fraudulent transactions

### **MCCs to Earn 2 Base Points for every \$1 spent on Travel and Dining Purchases**

Eligible travel and dining merchants are merchants who process Card transactions using the following merchant category codes (MCCs):

- Airlines, Air Carriers (MCCs 3000-3350, representing individual major airline carriers, and 4511-Airlines/Air Carriers)
- Lodging — Hotels, Motels, Resorts (MCCs 3501-3999 – representing individual major hotel/motel chains and 7011-Hotels/Motels/Resorts)
- Car Rental Agencies (MCCs 3351-3500 representing individual major agencies; 7512-Automobile Rental Agency and 7513-Truck and Utility Trailer Rentals)
- Cruise Lines (MCC 4411)
- Taxicabs and Limousines (MCC 4121)
- Travel Agencies and Tour Operators (MCC 4722)
- Passenger Railways (MCC 4112)
- Transportation — Suburban and Local Commuter Passenger, including Ferries (MCC 4111)
- Bus Lines (MCC 4131)
- Transportation Services — not elsewhere classified (MCC 4789)
- Real Estate Agents and Managers — Rentals (MCC 6513)
- Timeshares (MCC 7012)
- Campgrounds and Trailer Parks (MCC 7033)
- Motor Home and Recreational Vehicle Rental (MCC 7519)
- Tourist Attractions and Exhibits (MCC 7991)

- Art Dealers and Galleries (MCC 5971)
- Amusement Parks, Carnivals, Circuses, Fortune Tellers (MCC 7996)
- Aquariums, Dolphinariums, Zoos, and Seaquariums (MCC 7998)
- Boat Leases and Boat Rentals (MCC 4457)
- Recreation Services — not elsewhere classified (MCC 7999)
- Airports, Airport Terminals, Flying Fields (MCC 4582)
- Package Tour Operators (For use in Germany only) (MCC 4723)
- Direct Marketing — Travel Related Arrangements Services (MCC 5962)
- Toll and Bridge Fees (MCC 4784)
- Parking Lots and Garages (MCC 7523)
- Eating Places and Restaurants (MCC 5812)
- Drinking Places (Alcoholic Beverages), Bars, Taverns, Cocktail lounges, Nightclubs and Discotheques (MCC 5813)
- Fast Food Restaurants (MCC 5814)

Purchases made at a merchant that does not process transactions under these merchant codes or purchases processed through a third-party payment account, mobile/wireless card reader, digital wallet not supported by Bank of America or similar technology where the technology does not support transmission of these merchant codes will not qualify and you will not receive 2 Points for every \$1 spent.

If I'm a Bank of America customer or Merrill Lynch client who has qualified for and enrolled in the Preferred Rewards/Banking Rewards for Wealth Management Program, how do I earn the Preferred Rewards/Banking Rewards for Wealth Management Bonus

## ("Preferred Rewards/Banking Rewards Bonus")?

### What you should know

- To be qualified for enrollment in the Preferred Rewards/Banking Rewards for Wealth Management Programs, you must own certain Bank of America deposit accounts and maintain specific balances in Bank of America deposit accounts and/or in Merrill Lynch investment accounts. Details are available at [bankofamerica.com/preferred-rewards](http://bankofamerica.com/preferred-rewards).
- After enrolling in the Preferred Rewards/Banking Rewards for Wealth Management Programs, or if you are already enrolled and open a new Card, it may take up to 45 days for the Preferred Rewards/Banking Rewards Bonus to become active on your Card(s).
- If you move to a higher (or lower) reward tier, it may take up to five days for the higher (or lower) Preferred Rewards/Banking Rewards Bonus to become active on your existing Cards.
- For enrolled clients who change their card type, as long as the new Card is an eligible credit card, it may take up to five days for the Preferred Rewards/Banking Rewards Bonus to become active on the new Card. A complete list of ineligible cards is available at [bankofamerica.com/preferred-rewards](http://bankofamerica.com/preferred-rewards).
- If more than one Cardholder on a Card account (Primary Cardholder and Joint Cardholder) is enrolled in the Program, the account will receive the Preferred Rewards/Banking Rewards Bonus level based on the Cardholder with the higher tier.
- If a Joint Cardholder with a higher tier is added to a Card account, it may take up to 45 days for the higher Preferred Rewards/Banking Rewards Bonus to become active on that Card.
- Your Preferred Rewards/Banking Rewards for Wealth Management Program enrollment status and tier can change depending on the balance you maintain

in your qualifying deposit/investment account(s).

- The Preferred Rewards/Banking Rewards Bonuses are calculated and awarded separately from any other Bonus Points or account-opening bonus, if applicable.

### **How the Preferred Rewards/Banking Rewards Bonus works**

- If either the Primary Cardholder or Joint Cardholder on the account is enrolled in the Preferred Rewards/Banking Rewards for Wealth Management Programs, the Preferred Rewards/Banking Rewards Bonus will be added as Bonus Points to the Base Points you earn with each \$1 spent on Net Purchases.
- The amount of Bonus Points you earn depends on your Preferred Rewards/Banking Rewards for Wealth Management Program enrollment status and tier at the time the purchase posts to your account as follows:
  - Gold tier (25% bonus earn rate): Earn 1.87 Points (.37 Bonus Points + 1.5 Base Points).
  - Platinum tier (50% bonus earn rate): Earn 2.25 Points (.75 Bonus Points + 1.5 Base Points).
  - Platinum Honors tier (75% bonus earn rate): Earn 2.62 Points (1.12 Bonus Points + 1.5 Base Points).
  - Banking Rewards for Wealth Management (75% bonus earn rate): Earn 2.62 Points (1.12 Bonus Points + 1.5 Base Points).
- For example, if you earn 100 Base Points, the Preferred Rewards Bonus (based on your tier when the purchase posts to your account) will add 25, 50, or 75 Bonus Points, totaling 125, 150, or 175 Points.
- You will earn Preferred Rewards/Banking Rewards Bonus Points on travel and dining purchases as follows (depending on your tier at the time the purchase posts to your account):
  - Gold tier (25% bonus earn rate): Earn 2.50 Points (.50 Bonus Points + 2 Base

Points) for every \$1 spent on travel and dining.

- Platinum tier (50% bonus earn rate): Earn 3 Points (1 Bonus Point + 2 Base Points) for every \$1 spent on travel and dining.
- Platinum Honors tier (75% bonus earn rate): Earn 3.50 Points (1.5 Bonus Points + 2 Base Points) for every \$1 spent on travel and dining.
- Banking Rewards for Wealth Management (75% bonus earn rate): Earn 3.50 Points (1.5 Bonus Points + 2 Base Points) for every \$1 spent on travel and dining.
- For example, if you were enrolled in the Preferred Rewards Platinum tier (50% bonus earn rate) and your Net Purchases made for an eligible hotel transaction totaled \$100, you would earn 200 Base Points and 100 Preferred Rewards Bonus Points; totaling 300 Points.

### **What are the types of Rewards?**

Use your Points to enjoy a variety of Rewards, including:

- Travel
- Cash
- Gift Cards

### **How do I redeem my Points?**

Just sign in to your Online Banking account at [bankofamerica.com](http://bankofamerica.com), select your account, select "Rewards," and click "Redeem Points," or call 800.247.9369.

### **What you need to know**

- You can redeem Points for Rewards at a rate of 1% with 1 Point equal to \$0.01 in Rewards value.
- Points are available for redemption as soon as they appear on your monthly billing statement.
- The most up-to-date number of Points you have available to redeem (which reflects any Points adjustments, transfers, or redemptions) is available online or at the number above and may differ from the

available Points shown on your last monthly billing statement.

- You can only redeem Points in whole-Point increments, but any fractions of Points will continue to accumulate toward the next whole Point for future redemptions.
- If your account loses charging privileges but regains its good standing before the point of account closure, your Points will be available for redemption once the charging privileges are restored.
- Points cannot be redeemed if the account is not in good standing at the time of redemption.
- Points accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded.
- In order to redeem for Rewards, you must be an individual (no corporations, partnerships, or entities).
- If the owner(s) of the Card account voluntarily closes the Card account, or if for any reason We close the Card account, any unused Points associated with the account are subject to immediate forfeiture, unless specifically authorized by Us within 90 days of the closure.
- However, if the Card account is closed in connection with a death or incapacity of the Card account owner, Points eligible for redemption may be redeemed if an authorized representative of the estate, as determined by Us, requests Points redemption within 57 days of an account closure. Whether Points are eligible for redemption depends on the final status of the account, is subject to the account being closed and paid in full, and is in Our sole discretion. Rewards will only be issued upon request and in the name of the deceased Primary Cardholder. In the event redemptions are mailed, they are sent in the name of the deceased Primary Cardholder and to the address We have in Our system of record for that person. These redemption provisions do not apply

to jointly held accounts where there is at least one surviving owner of an account.

- When you request a Reward, Points will be deducted from your account based on the Point value of the specific Reward on the date of the request.
- All redemptions are final once processed.
- You can't transfer or sell Points to another person. However, you may be able to transfer Points from one Bank of America account to another. Call for more information to see if your account qualifies.
- Points are non-negotiable, and cannot be redeemed for any benefit except those Rewards designated by Us.
- Points are not property of any Cardholder or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by Us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding.
- We shall have no liability for disagreements between Cardholders regarding Points.
- Unless specifically authorized by Us, Points may not be combined with other discounts, special rates, promotions or other reward programs offered by Us.
- Points transfers between credit card accounts issued by Us are only available on certain programs. Refer to Online Banking for more details.
- Points may not be combined with any other entity, including airline frequent flier, hotel frequent guest or other travel-related or membership reward charge or credit card programs, whether in the U.S. or abroad.
- You must have a valid U.S. postal code for travel redemption over the phone.
- As long as your account remains in good standing, your Points do not expire.

## Travel Rewards

You can redeem Points for:

- Airline travel
- Car rentals
- Hotel stays

Travel Rewards may be redeemed at the Travel Center, by going to the Site or by calling the number on the back of your Card.

### What you should know

- Travel Reward redemptions start at 2,500 Points.
- Availability of certain airlines, flights, car rental companies and hotels are limited to those on the Travel Center reservation system. Not all airlines, flights, car rental companies and hotels may be available.
- You'll earn Points for any additional costs charged on your Card.
- Exchanges or refunds for no-shows or unused portions of travel aren't allowed. Make sure you provide proper proof of citizenship or naturalization, if required.
- Fees may be charged by the Program for changes and cancellations of travel bookings after travel reservations are confirmed. Additional fees may be imposed by an airline, car rental company or hotel based on their change and cancellation policies. Any applicable change and cancel fees will be disclosed at the time of booking or cancellation.
- Except where allowed by the airline, car rental company or hotel, all redemptions are non-refundable.
- Travel pricing is subject to availability at the time of redemption.
- Travel documents will be sent to the email address you provide at the time of redemption.
- There may be age restrictions for airline, car rental and hotel reservations. Contact the airline, car rental company or hotel directly for details.

## Air Travel Rewards

Use Points to fly to destinations worldwide, using air Rewards:

Air Rewards	
Who is eligible	Any Cardholder
Usable for worldwide travel	Yes
Special booking requirements	No
Limits on the cost of flight (maximum dollar value)	No

### What you should know

- The Travel Center is not responsible for travel itinerary changes made by the airlines. Contact the airline prior to departure for any changes or delays.
- Seating requests made at the time of booking are not guaranteed. Contact airlines directly to confirm your seats.
- Optional charges are not included in the Reward (e.g., baggage fees, tips, insurance, airline amenities).

### Air Rewards

- The number of Points you need to redeem for an air Reward will be determined at the time of redemption.
- You can redeem for an unlimited dollar value on your ticket.

## Car Rental Rewards

Use your Points to rent a vehicle.

- The number of Points you need to redeem for a car rental Reward will be determined at the time of redemption.
- Optional charges are not included in the Reward (e.g., refueling, liability insurance, drop-off charges). You may be required to present a credit card at check-in to cover these charges.
- You must meet credit, age and driver requirements.
- Present your Card when you pick up and return the car.

### **Hotel Rewards**

Stay at any participating hotel worldwide.

- The number of Points you need to redeem for a hotel Reward will be determined at the time of redemption.
- No minimum stay required.
- Accommodations and services vary depending on the property.
- Hotel-mandated fees, such as resort fees, and other optional charges are not included in the award. You may be required to present a credit card at check-in to cover these charges.

### **Cash Rewards**

- You can redeem Points for a statement credit or an electronic deposit into an Eligible Account.
- Cash Rewards redemptions start at 2,500 Points.
- Cash Rewards can be redeemed in increments of 1 Point.
- There is no limit to the number of Points you can redeem.
- The Redemption value of your Points is 1%. For example: 2,500 Points = \$25.00.
- This information is available on the Site and is subject to change.
- A 529 plan contribution resulting from rewards redemption is treated as any other plan contribution, and may be subject to gift tax and/or generation-skipping tax. You are responsible for any tax liability and any related tax-return reporting obligations that may result from your rewards redemption, so please consult your tax advisor to understand the tax consequences as Bank of America does not provide tax advice.
- 529 contributions made by individuals with an international address will be rejected and returned.
- If you are considering redeeming Points for a contribution to a College Savings 529 account held at Merrill Lynch, please refer

to the College Savings 529 account's Program Description for additional details about the plan, including maximum lifetime contribution limits.

### **Automatic Redemption**

- To turn on automatic redemption, go to the Site or call the number on the back of your Card to designate a Bank of America® checking or savings account, a qualifying Cash Management Account® with Merrill Lynch Wealth Management® or Merrill Edge®. Statement Credits and contributions to a College Savings 529 account are not eligible for automatic redemption enrollment.
- After you turn on automatic redemption, at the end of each calendar month during the month your Points balance meets or exceeds the minimum Points required for redemption, all of your available Points will be automatically redeemed.
- The cash value will be deposited within five business days via electronic transfer into the Bank of America® checking or savings account, or qualifying Cash Management Account® with Merrill Lynch Wealth Management® or Merrill Edge® that you selected as long as your Card is open with active charging privileges.
- You can turn off automatic redemption any time through the Site or by telephone. If you do, you will need to request any future Cash Rewards.

### **Requesting a Statement Credit**

- Points redeemed for statement credit to your Card will post to your account within three business days of the date of redemption.
- Statement credits will generally be applied to your existing balance with the highest priced Annual Percentage Rate.
- If you receive a statement credit, you are still responsible for paying your Minimum Payment Due shown on each monthly billing statement you receive from Us.



### **Redemptions for an Electronic Deposit into an Eligible Account**

- When you redeem for an electronic deposit into an Eligible Account, We will send it to the account you have indicated within five business days of your request.
- If an electronic deposit is rejected for any reason, We will void the deposit and reinstate the Points to your Card account.
- If an electronic transfer is rejected, We will notify you within 15 business days of your request at the email address on file.

- Gift cards can be sent to a P.O. Box or street address.
- Check the Site for gift card shipping terms.

### **Additional Benefits**

#### **Airline Incidental Statement Credit**

- You are eligible for a statement credit of up to \$100 each calendar year if you make qualifying airline incidental transactions. To qualify, you must use your Card to pay all airline incidental transactions. Allow 7 days from qualifying for the statement credit to post to your account. You are responsible for payment of all charges until the statement credit posts to your account. Your account must be open and not in default at the time of statement credit fulfillment. Qualifying transactions are those purchases made on domestic-originated flights on certain U.S.-domestic airline carriers that include: preferred seating upgrades, ticket change/cancellation fees, checked baggage fees, in-flight entertainment, onboard food and beverage charges and airport lounge fees affiliated with eligible airline carriers. Airline ticket purchases, mileage point purchases, mileage point transfer fees, gift cards, duty-free purchases, award tickets and fees incurred with airline alliance partners do not qualify. Airline incidental fee transactions must be separate from airline ticket charges.
- Eligible travel expenses that qualify for the Airline Incidental Credit must appear under one of the following Airline MCCs: 3000, 3001, 3057, 3058, 3063, 3066, 3132, 3174, 3196 or 3256.
- For more information on participating airlines, please call the number on the back of your Card.

#### **Airport Security Statement Credit**

- You are entitled to one statement credit per account every four years, in connection with either the TSA Pre✓® (\$85) or Global Entry (\$100) program. To qualify, you must use your Card to pay the application fee. Allow 7 days from qualifying for the

### **Gift Card Rewards**

- Use your Points for gift cards from a variety of retailers.

#### **Shopping online**

- Browse the Site for gift card options which are updated regularly.

#### **About gift cards**

- Rewards may be issued as gift cards or gift certificates.
- The names and logos of merchants are used with permission of the merchants and all trademarks are the property of their respective owners.
- Your Program does not guarantee the availability of a specific gift card, and the choices available may change without notice.
- Gift cards/certificates are subject to the terms and conditions set by the merchant/retailer who issues the gift card/certificate.
- Visa®, Mastercard® and American Express® branded gift cards expire if not used prior to the expiration date on the card (approximately 12 months). Additional fees may apply. Visa®, Mastercard® and American Express® gift card terms and conditions will be sent with the card.
- For gift card redemption values, please visit the Site.

#### **Shipping**

- Gift cards can only be shipped within the 50 United States and U.S. territories.

statement credit to post to your account. You are responsible for payment of all charges until the statement credit posts to your account. If you apply for both programs, only one credit will be applied, to the fee that posts to the account first. Your account must be open and not in default at the time of statement credit fulfillment. TSA Pre✓® is a U.S.

Government program, operated by the U.S. Transportation Security Administration (TSA). Global Entry is a U.S. Government program, operated by U.S. Customs and Border Protection (CBP). Bank of America has no control over either program including, but not limited to, applications, approval process or enrollment, or fees charged by CBP or TSA, and no liability regarding the Global Entry or TSA Pre✓® programs. For complete details on the TSA Pre✓® program, go to [tsa.gov](https://tsa.gov). For complete details on the Global Entry program, go to [globaleentry.gov](https://globaleentry.gov). The TSA Pre✓® trademark is used with the permission of the U.S. Department of Homeland Security.

## Additional Terms

### Program changes

Changes to the Program and the Program Rules may occur from time to time. When any change is made, We will post revisions on the Site. In some cases, We may notify you of changes by mail. However, it's your responsibility to review the Site or any correspondence to stay aware of any changes.

We may choose to:

- Discontinue or change the redemption options or values at any time.
- Discontinue or replace any Reward with a similar one of equal or greater value.
- Change any part of the Program, Program Rules or participating partners, Rewards or special offers.
- Terminate the Program or discontinue your participation in it for any reason. For example, We may disqualify you from earning and redeeming Points if We find

that you or someone else used your account in a way that breaks the Program Rules.

Changes may also affect outstanding transactions and Points, including:

- The earnings rate for Points
- The minimum amount of Points required for redemption
- The types of transactions that qualify for Points
- The type or value of Rewards
- The expiration date of Points, and the maximum number of Points that may be earned per month, year or other time period

The Program is not scheduled to end on a predetermined date.

### Disputes regarding Points

- Discrepancies about Points earnings are not treated as Card billing disputes. Please refer to your Credit Card Agreement or the annual Your Billing Rights notice for details about billing disputes.
- All decisions regarding Points disputes shall be final.

### Refunds on Card transactions

If you earn Points with a Card transaction that is later refunded — and you redeem those Points for a Reward — We may:

- Stop payment on any checks
- Withhold subsequent Points
- Collect any amounts you owe; this may include charging an equivalent dollar amount to your Card in the form of a Bank Cash Advance

### Combining Points, Rewards and other special promotions

Unless specifically authorized by Us, Points and Rewards may not be combined:

- With other discounts, special rates, promotions or other reward programs offered by Us
- With any other entity, including airline frequent flier, hotel frequent guest or other travel-related or membership reward change, or credit card program.

### **Program administration**

- Bank of America, N.A. manages the Cash Rewards portion of the Program.
- Bank of America, N.A. is the exclusive issuer and administrator of the Program.
- An independent third party manages the gift card and certificate Rewards portions of the Program.
- An independent third-party travel agency manages the travel portion of the Program.
- Registered seller of travel numbers for Expedia are: California registration number: 2029030-50, Florida registration number: ST-31901, Hawaii registration number: TAR-5461, Iowa registration number: 601, Nevada registration number: 2002-0758, Washington registration number: 601975803. Registration as a seller of travel in California does not constitute the state's approval.

### **General liability**

The Card is separate and distinct from any accounts you may have with Bank of America and its affiliates.

Approval of this Card account does not mean that any other account will be established for you.

You agree to release Bank of America, N.A. and any of its affiliates from all liability, including:

- Any injury, accident, loss, claim, expense or damages you or anyone with you experience when using any Reward. If at all, the sole extent of any liability will not exceed the actual value of the Reward.
- Any claims, expenses and legal fees arising from or related to any violation of the Program Rules by you or anyone using your Card account.
- Any typographical errors or omissions in any Program-related document.
- The use of any personal or other information you provide to any merchants in connection with processing your Reward.

- Delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email.
- Any error, omission, interruption, deletion, defect, delay, theft, destruction, or unauthorized access to, or alteration of, Points you earn or redeem.

Third-party suppliers are independent contractors; they aren't employees of Bank of America, N.A., Visa U.S.A., Inc., or any of their affiliates.

We do not endorse or guarantee any of the goods, services or information provided by the Program's third-party suppliers.

You agree that to process your transactions, the information you provide will be disclosed to merchants and other parties involved in your transaction. Examples of such information include your shipping address, Card number and billing information.

Rewards may constitute taxable income to you and you are responsible for any tax liability that may arise from receiving Rewards. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of Rewards. Please consult your tax advisor, as neither We, nor Our affiliates, provide tax advice.

All aspects of the Program are governed by the laws of the State of North Carolina. In states that don't allow the disclaimer of warranties or exclusion of liability, the above limitations may not apply.

For information about Our rights and your responsibilities regarding the online portion of the Program, see the Terms of Use at the Site.

Investment products:

- **Are Not FDIC Insured**
- **Are Not Bank Guaranteed**
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