

## **FIRST NIAGARA REWARDS PROGRAM DISCLOSURE**

As the holder of a rewards credit card (“Card”) from First Niagara Bank, N.A. (“First Niagara”), you are automatically enrolled in the First Niagara Rewards Program (the “Program”). This Program Disclosure describes the types of benefits available under the Program and the terms and conditions for participating in the Program (the “Program Rules”). It is not part of the Cardholder Agreement governing your Card and the related account (the “Account”) but all terms defined in the Cardholder Agreement and not otherwise defined in this Program Disclosure have the same meaning as they have in the Cardholder Agreement. Please read this Program Disclosure (and any amendments and supplements) carefully and save them for your future reference. You can obtain Program information (including a current version of this Program Disclosure and detailed procedures and requirements pertaining to redemption of rewards (“Fulfillment Procedures”)) and redeem rewards by going online to our “Rewards Site,” which you can access at FirstNiagara.com or calling our rewards Telephone Service Center toll-free at 800-626-0900. **From time to time we may change the Program, the Program Rules, this Program Disclosure and the Fulfillment Procedures in accordance with applicable law, including any applicable notice requirements.**

### **OPERATION OF PROGRAM; GENERAL RULES**

The Program is offered by First Niagara and administered by a third party program administrator (the “Administrator”). Cash rewards are provided by us and travel, merchandise, special event and other non-cash rewards are provided by certain third parties (“Suppliers”). Both cash and non-cash rewards are based on “points” you earn from us on qualifying Purchases under your Account and from “points” you earn from Suppliers on certain purchases you make from them. (These points, whether provided by us or by certain Suppliers, are referred to below as “Points.”) Regarding Points offers made by Suppliers, you should know that Suppliers may establish unique terms or eligibility rules associated with their offers, may have blackout periods when Points are not offered, may limit the number of Points you can earn from them, may not offer Points on certain types of transactions (for example, the purchase of gift cards) and may have other limitations. You should review the details of Supplier offers, eligibility rules and return policies before making a purchase. We do not endorse any Suppliers, make any express or implied warranty regarding any Supplier’s goods or services, assume responsibility for any Supplier’s obligation to you, including the payment of any Points advertised or offered by the Supplier, or guarantee the performance of any Supplier under the Program. The Administrator and the Suppliers are independent contractors and not our agents.

To participate in the Program, you must have an Account with charging privileges and, unless your Account is a MasterCard Platinum Business Card, be an individual (no corporations, partnerships or other entities). We reserve the right to disqualify you from participation in the Program and/or refuse a request to redeem Points if, in our sole judgment, we suspect that you may have violated the terms of this Program Disclosure or made any misrepresentations to us in connection with the Program and/or your Account. You can earn Points with your qualifying Card Purchases and redeem your Points for any of the rewards shown on the Rewards Site, including, as available: (1) airline tickets, car rentals, hotel accommodations and other travel benefits; (2) merchandise; (3) retailer gift cards; (4) cash credits to your Account (5) special events and activities.

*Points.* Initial Cardholders will have their points, if any, under their prior card program transferred to the Program on a point-for-point basis. Additional Points are earned based on “Net Purchases” made on or after the Effective Date (qualifying Purchases less credits, returns and adjustments). One Point is earned for each Net Purchase dollar. From time to time, bonus Points can be earned in accordance with the terms of special offers. Points are calculated at the end of each day and are rounded up to the nearest whole

Point. Point awards are subject to verification. Points are not earned on Cash Advances of any kind, including Balance Transfers and Account Transfers; any Purchases prohibited by the Cardholder Agreement, including business Purchases (except for holders of MasterCard Platinum Business Cards); unauthorized or fraudulent Purchases; or fees or interest charges. Subject to our right to end your participation in the Program if you fail to keep your Account in good standing, Points do not expire (provided that Points earned by holders of Standard Rewards MasterCard Cards expire three years after the end of the billing cycle in which they are earned, with Points being redeemed in the order they are earned). We can adjust erroneous Point balances at any time. If you generate a negative Points balance through credits, returns and/or adjustments (including adjustments for errors on our part), we can apply such negative balance against Points you subsequently earn or, in our absolute discretion, charge your Account as a Purchase \$1.00 for each negative Point or, if greater, the monetary cost to us of the Points you have redeemed, starting with your most recent redemptions.

You will not lose any Points if we replace your Card and/or change your Card number due to loss, theft or damage to your Card or other cause.

*Program Information; Communication.* We will provide you with information about your Points balance, earnings and redemptions through your monthly Card statements or other periodic statements we provide you, provided that, if we provide Points information on monthly Card Statements, we are not required to provide such statements unless otherwise required by applicable law. You can also get information about your Points and the Program by going to the Rewards Site and/or calling the Telephone Service Center. Points are not the property of any Cardholder or other person and are not deposits. Unless specifically authorized by us in our absolute discretion, Points have no monetary value and may not be brokered, traded, attached, pledged, gifted, sold, or 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), and any attempt to do so will be void. We shall have no liability for disagreements between multiple Cardholders and/or Authorized Users regarding Points or redemptions. Unless expressly authorized by us, Points and rewards may not be combined with other discounts, special rates, promotions, or other reward programs offered by us or any third party, including airline frequent flier, hotel frequent guest or other travel-related or membership reward charge or credit card programs. Unless specifically authorized by us, Points cannot be transferred between any credit card accounts issued by us.

We may communicate with you regarding any matter related to the Program by mail, telephone, email, or through information posted on the Rewards Site. All electronic communications from us to you shall be deemed to be communications “in writing” and shall be deemed delivered to you no later than the earlier of the date actually received or five days from the date of posting or dissemination. To access information electronically on the Rewards Site, you will need Internet access, an Internet Browser and an email account. To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space in your disk drive to save an electronic copy. Additionally, you must have your user name and password to access your information electronically or to conduct any activity online regarding the Program. You can request a paper copy of this Program Disclosure or withdraw your consent to receive electronic communications by calling the Telephone Service Center. We may terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program.

If you have a problem or question regarding the Program, you can reach the Administrator toll-free by telephone at 800-626-0900. If you contact us regarding an error or mistake with respect to the Program, we will use reasonable efforts to investigate and/or correct the error or mistake, subject to the limitations set forth in these terms and conditions. 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. Once 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 questions or disputes concerning eligibility, Points or redemptions, will be resolved by us in our sole discretion. Such questions, claims or disputes are not treated as credit card billing disputes.

You agree to provide any information we reasonably request concerning your Purchases (including information bearing on whether your Purchases are for personal, family or household purposes or for unauthorized purposes). Pending receipt of any information we request and our determination that you are in compliance with the requirements of the Program, we may delay honoring any requests to redeem the affected Points.

*Redeeming Points.* To redeem Points for available rewards, you must go online to the Rewards Site or call the Telephone Service Center. If your Points balance is insufficient to obtain a desired reward, you may be able to supplement your Points through an additional charge. The additional cost of the reward will be shown at the “check-out” area of the Rewards site where you will be asked to provide a credit card number for the balance. Redeemed Points are deducted from your Points balance as of the time you request a redemption. Requests to redeem Points may be made by the Cardholder and any Authorized User. Decisions made by us regarding Points redemption shall be final. We will not have any liability (or obligation to restore Points) if Points are redeemed by anyone we believe in good faith is a Cardholder or Authorized User.

*Administrator and Suppliers.* The Administrator operating the Rewards Site and Telephone Service Center and Suppliers (for example, air carriers, electronics manufacturers and gift card issuers) are independent contractors and are not agents or employees of First Niagara, MasterCard International Incorporated, any other credit card network or any affiliate. We do not endorse or guarantee any of the goods, services, performance, information or recommendations provided by third parties to you. You hereby release and indemnify us from all liability for injury, accident, loss, claim, expense or damage sustained by you (and in the case of a travel benefit, anyone traveling with you or with a ticket purchased in whole or in part through Points) in connection with the receipt, ownership or use of any Program benefit. The foregoing entities shall not be liable for consequential damages, and the sole extent of liability, if at all, shall not exceed the actual value of the Program benefit.

*Taxes.* You are responsible for determining any income, sales or use tax liability arising from your participation in the Program. Consult your tax advisor concerning tax consequences. The Program is void where prohibited by law. All aspects of the Program are governed by federal law and, to the extent state law applies, the laws of the State of New York, without any reference to its choice of law provisions.

*Multiple Cardholders.* If there are multiple Cardholders, any of you may redeem Points, even if other Cardholders prefer not to redeem Points or to redeem in another manner. In the event of conflicting instructions from different Cardholders, we may honor any instructions or dishonor all instructions.

*Name, Address and Email Changes.* You agree to report any changes in your name, address or email address in accordance with the Cardholder Agreement.

## **PARTICIPATION/DISQUALIFICATION**

To participate in the Program, you must be an individual using your Card for personal, family or household purposes or the holder of a MasterCard Platinum Business Card. To redeem Points, your Account must be in good standing. This means that the Account must be open, no payments may be past due, the balance of the Account must not be in excess of your Credit Limit and you must otherwise be in compliance with your Cardholder Agreement. Points will not be awarded in any billing cycle that is two or more cycles past due at the end of the billing cycle. Points will not be awarded if your Account is not

in good standing at the end of the billing cycle. If at any time your Account is not in good standing, we may terminate your participation in the Program and/or cancel any Points you have earned.

#### **EARNING POINTS**

Initial Cardholders will have their points, if any, under their prior card program transferred to the Program on a point-for-point basis. Additional Points are earned based on “Net Purchases” (Purchases less credits, returns and adjustments) made on or after the Effective Date. One Point is earned for each Net Purchase dollar. From time to time, bonus Points can be earned in accordance with the terms of special offers (including special offers made available on the Rewards Site). Points are not earned on Cash Advances of any kind, including Balance Transfers and Account Transfers; any Purchases prohibited by the Cardholder Agreement, including business Purchases (except for holders of MasterCard Platinum Business Cards); unauthorized or fraudulent Purchases; or fees or interest charges.

#### **REDEEMING POINTS**

Subject to the limitations set forth below and elsewhere in this Program Disclosure, you can redeem Points and obtain Program rewards by going online to the Rewards Site or calling the Telephone Service Center at 800-626-0900. Calls to the Telephone Service Center are toll-free.

#### **CANCELING PROGRAM; LOSING POINTS**

Your participation in the Program will end and all of your Points will be canceled, immediately and without notice by us, if your Account is closed by you or by us, with or without cause. Additionally, we may cancel your participation in the Program and/or cancel all your Points whenever you have not made a Purchase in the prior year. **We may also cancel the Program and/or your continued participation in the Program, and/or cancel all your Points, without cause, subject to any notice requirements and other limitations imposed by applicable law.**

#### **CHANGES IN REWARDS PROGRAM**

**Subject to any notice requirements and other limitations imposed by applicable law, we may, at any time: (a) change, limit, or terminate any aspect of the Program, the Program Rules, this Program Disclosure and/or the Fulfillment Procedures, including the types of rewards available, the items available and the cost of rewards; (b) terminate the Program in its entirety; (c) amend this Program Disclosure, benefits or features, in whole or in part; (d) discontinue or replace any benefits with similar benefits or benefits of lesser, equal or greater value; (e) add or increase fees charged in connection with the Program; or (f) terminate your participation in the Program for any reason. Changes may apply retroactively and may affect outstanding transactions and Points, and may include, without limitation, the earnings rate for Points, the number of Points required to obtain specified benefits, the type of transactions qualifying for Points, the type or value of Program benefits, the expiration date of Points and the maximum number of Points that may be earned per month or year. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned.**

#### **ARBITRATION**

**Any claim or legal dispute between you and us concerning the Program is governed by the Arbitration Provision in the Cardholder Agreement to the same extent as claims and legal disputes arising under the Cardholder Agreement.**

#### **SEVERABILITY**

If any Program Rule is deemed to be void or unenforceable by a court of competent jurisdiction or any governmental agency, that Program Rule will continue to be enforceable to the extent permitted by that

court or agency, and the remainder of that provision will no longer be considered as part of this Program Disclosure. However, all other Program Rules will remain in full force and effect.

### **FULFILLMENT PROCEDURES AND REQUIREMENTS**

Certain additional procedures and requirements relating to the operation of the Reward Site and the fulfillment of redemption requests (the “Fulfillment Procedures”) are posted on the Rewards Site and will be mailed to you upon request. The Fulfillment Procedures address the following matters, among others:

- Merchandise reward policies and process (including merchandise returns, merchandise deliveries, in-store pick-ups, cancellations and exchanges)
- Travel reward policies and process
- Ticket and gift card reward policies and process

In the event of any irreconcilable conflict between the Fulfillment Procedures and these Program Rules, the Program Rules will control. The Fulfillment Procedures change periodically and the most up-to-date version can be found on the Rewards Site.