

# Member Rewards Program – Agreement & Terms of Service



The Wings Member Rewards program is offered by Wings Financial Credit Union (“Wings”) and is administered by Engage People Inc. (“Engage”). These terms and conditions govern the Wings Member Rewards program and use of the Wings Member Rewards site. Use of your Account or any feature of this program, including access and use of the Wings Member Rewards site, indicates your acceptance of the terms of this Agreement.

Please contact Wings with any questions at 1 (800) 692-2274.

## THIS AGREEMENT

This Agreement covers program rules for:

- Wings Member Rewards program participation, product eligibility, point earning and point restrictions.
- The Member Rewards Catalog to enable Members to shop for merchandise, gift cards and other rewards as part of an online catalog and pay for purchases using Member Rewards Points.
- The Member Rewards Travel program to enable Members to shop for Travel-related services such as airfare, hotel, car rental and related travel activities from a select Retailer directly on the Retailer’s website and pay for purchases using Member Rewards Points, or a combination of Points and a credit or debit card.
- The ability to redeem Wings Member Rewards Points, or a combination of Points and a credit or debit card (or other authorized payment method), using Shop with Points at Amazon.com.
- General provisions for the Wings Member Rewards program.

Each time you access and use the Wings Member Rewards site, you agree to these terms and conditions for the Wings Member Rewards program, the Member Rewards Catalog, the Member Rewards Travel program, the general provisions of this Agreement and Engage’s privacy policy located at [www.engagepeople.com/privacy/](http://www.engagepeople.com/privacy/), which form a part of this Agreement.

## DEFINITIONS THAT APPLY TO THIS AGREEMENT

“**Account**” means a Wings Member Rewards Account that is opened in your name and that may be accessed by logging into Wings’ Digital Banking.

“**Agreement**” means these Terms and Conditions, the privacy policy located at [www.engagepeople.com/privacy/](http://www.engagepeople.com/privacy/), and any changes that we may make to any or all of the foregoing.

“**Amazon**” or “**Amazon.com**” is the independent third-party entity that administers and manages Shop with Points.

“**Bookings**” means Travel-related services such as airfare, hotel, car rental and related travel activities.

“**Engage People Inc.**” or “**Engage**” is the independent third-party entity that administers and manages Member Rewards Travel and the Member Rewards Catalog, having its head office at 1380 Rodick Road, Suite 200, Markham, Ontario, Canada L3R 4G5.

“**Gift Card**” means the electronic or physical card or other such access device that is purchased by a Member through Member Rewards Travel or the Wings Member Rewards Catalog, which permits a Member to purchase goods and services from a Retailer’s e-commerce site or at retail points-of-sale.

“**Member,**” “**you**” or “**your**” means any natural person who has been approved for, and accepted membership with, Wings Member Rewards.

“**Member Rewards Catalog**” or “**Catalog**” means Wings’ online shopping Catalog that enables Members to shop for and purchase Merchandise and Gift Cards from select Retailers using Member Rewards Points.

“**Member Rewards Points**” or “**Points**” means the rewards currency earned by a Member through his or her membership in Wings Member Rewards.

“**Member Rewards Travel**” or “**Travel**” means the program that allows Members to shop for Travel-related services from a select Retailer directly on the Retailer’s website.

“**Merchandise**” means any goods or services (including Gift Cards) purchased on your Account from a Retailer through Member Rewards Travel or from Wings Member Rewards Catalog.

“**Priceline**” means priceline.com LLC (including its affiliates and subsidiaries), an independent third-party provider under contract with Engage to provide travel services for Wings Member Rewards.

**“Retailer”** means a supplier (which includes manufacturers, resellers and retailers) offering Merchandise for purchase on the Site through Member Rewards Travel or from the Member Rewards Catalog.

**“Site”** means the online site administered and managed by Engage on which Members can access and participate in, Member Rewards Travel and the Member Rewards Catalog.

**“We,” “us” and “our”** means Wings and Engage.

**“Wings Member Rewards,” “Member Rewards” or “Program”** means the program offered by Wings to issue Points to Members on participating products or services.

## **WINGS MEMBER REWARDS PROGRAM**

### **Wings Member Rewards Program Overview**

The Wings Member Rewards program is designed to reward participating Members with Points that will be accumulated and managed in a Account. Points will be earned by using qualifying Wings products and services. Members may visit the Wings Member Rewards site to exchange Points through the Catalog and Member Rewards Travel. Each redemption option is subject to its own terms and conditions for reward selection, confirmation, delivery, returns and service as covered in this document. Please read this document carefully.

### **Member Eligibility**

All Wings Members who are 18 years of age or older and have the legal capacity to enter into a binding contract are eligible to participate in the Program. To participate in the Program, Members must qualify for at least one product included in the Program. An Account will be established for the primary Member of an eligible product or service. A person who does not serve as the primary Member on an eligible account will not have an Account opened until such time they become a primary Member on an eligible product or service.

### **Points**

There is no limit to the number of Points that can be earned, unless expressly stated in this document or expressly stated with promotional opportunities. Points earned from eligible products will be credited into the Account for the Member who is the primary Member on that eligible product. Members will have use of Points as long as they are in good standing with Wings. Points do not expire. Points earned through the Program are not property, have no cash value and are not transferable in any way. The value of Points varies according to how you choose to use them. You will be responsible for any federal, state, or local taxes resulting from the exchange of Points for rewards. You will also be responsible for any fees or other charges due in connection with the redemption of Points.

### **Program Restrictions & Point Forfeiture**

Point earning and use of your Points is dependent on your membership being in good standing. Points will not be earned on participating Accounts if any Wings accounts are not in good standing due to an account hold restricting deposits, withdrawals or check cashing, or due to your account being overdrawn, delinquent, in collections, bankruptcy, or if Wings suspects fraudulent activity or manufactured spending on your Account or with the Program. Points earning will continue when participating Accounts and membership are returned to good standing. Points otherwise earned while the Account or membership is not in good standing will not be retroactively earned upon its return to good standing.

All Points will be forfeited upon voluntary or involuntary termination of your Wings Financial Credit Union membership.

## **PRODUCT ELIGIBILITY & POINT EARNING**

### **Wings Member Rewards Visa Signature® Credit Cards**

Members who apply for and are approved for the Wings Member Rewards Visa Signature credit card will be automatically enrolled in the Program. All cards issued on a Member Rewards credit card account are eligible to earn Points. Points earned from all card purchases on a Member Rewards credit card will be credited to the Account of the Member who serves as the primary member on the Wings Member Rewards credit card.

Members will earn 2 Points for every \$1 in qualifying purchases. Points are rounded to the nearest whole Point.

Point earnings and adjustments are posted to the primary Member’s Account within ten business days from the date of the posted purchase or Account adjustment. Qualifying credit card purchases include purchases of goods or services you or any authorized user on your account makes, less any purchase returns, refunds, or credit adjustments. Points will not be earned for interest or finance charges, payments, all card fees, balance transfers, cash advances and quasi-cash transactions, lottery tickets, casino gaming chips, racetrack wagers or similar betting transactions, any checks that access your account, unauthorized, fraudulent or disputed charges. Purchase returns or adjustments will reduce Account balances at the same earning rate for purchases, down to and including a negative Account balance.

### **Other Eligible Products & Services**

Wings may extend Program eligibility to additional products and services from time to time. Wings will communicate to Members when additional products and services are available for the Program. Point earning or Point redemption values will be communicated when products or services are made available, as well as any other promotions.

### **Bonus & Promotional Points**

From time to time, Wings may offer opportunities to earn bonus or promotional Points on eligible products and / or qualifying purchases. Terms of the offer, including Point earning rates, will be communicated at the time of the offer.

## MEMBER REWARDS CATALOG

### Member Rewards Catalog Overview

Member Rewards Catalog enables Members to use Points to shop for Merchandise and Gift Cards from select Retailers through an online Site maintained by Engage. The Catalog can be accessed only through CU Online.

### Merchandise Pricing and Availability

Merchandise pricing will be displayed in Points. Shipping and handling costs will be included within the Merchandise pricing. All taxes in connection with your purchase of Merchandise also will be included within the Merchandise pricing (taxes are not payable on Gift Cards). If any item listed or shown for purchase through the Catalog is no longer available, the Catalog will show a "0 quantity available" message or the item will be removed from the Catalog. As Retailers change brands, models, specifications, patterns, and pricing for Merchandise from time to time, we reserve the right to revise, amend, modify or discontinue, at any time without prior notice, the Merchandise available for purchase by Members and/or the amount of Points required to purchase any Merchandise. On occasion, it may be necessary to substitute items. If a suitable substitute cannot be found, we will advise you that a new selection is necessary, or the total amount charged to your Account will be credited back to your Account. We cannot provide any assurances that any Retailer will participate in the Member Rewards Catalog at any time, and you agree that you will not hold either Wings or Engage responsible if any Retailer decides to withdraw from the Member Rewards Catalog.

We reserve the right to limit the quantities of Merchandise that you, your family or any group can purchase using your Points, to reject, correct, cancel or refuse orders, and to terminate your registration to the Member Rewards Catalog or the Member Rewards Program in our discretion, including, without limitation, if we believe that your conduct contravenes applicable law or is harmful to the interests of Wings or Engage, or their respective representatives, agents, contractors, suppliers or licensees, or to the interests of the Wings Member Rewards Program or the Member Rewards Catalog.

We further reserve the right to place restrictions on who may purchase Merchandise, what Merchandise may be purchased and where Merchandise may be shipped.

### Payment with Points for Merchandise/Gift Card Purchases

Payment with Points is required at the time of any Merchandise purchase. Your available Points balance will be verified at checkout.

### Purchase Confirmation

You agree to receive electronic communications (e.g., emails) in the course of your use of the Catalog. You agree and accept that we will confirm all valid purchases made through the Catalog by sending you an email upon completion of each purchase (confirmation emails are sent upon completion of your purchase, but on occasion you may encounter a lag time of up to 30 minutes before receipt).

### Purchase Validation

In order to protect you, Wings and Engage from fraudulent transactions, we may provide your transaction-related information to a reputable third-party organization for review and address validation. If there is reason to believe a transaction is fraudulent, we may call you to verify your purchase.

### Merchandise Shipping

Shipping of items typically takes 7 to 10 business days from our receipt of your order. Therefore, remember to order early for holidays and special occasions. Multiple items may not always be shipped together, and thus you may receive several shipments to complete your order. You assume responsibility if Merchandise is stolen after delivery to the address provided at checkout. Deliveries cannot be made to rural routes. Only Gift Cards, but not Merchandise, can be delivered to a Post Office Box. Large products are shipped via common carrier truck lines that provide curbside delivery only. Installation of major appliances is not included. Although we cannot guarantee delivery dates, orders made after December 1 are not likely to be delivered in time for Christmas.

We will use commercially reasonable efforts to ensure delivery of items as quickly as possible and within time periods indicated below or on the Site; however, we will not be responsible for any delays in delivery that are out of our control. You agree that we will attempt to provide you with email notification of any delivery delays affecting your orders.

We reserve the right, in our discretion, to refuse to ship items purchased through the Site to certain addresses. In the event that we choose not to ship an item to you, you agree that we will attempt to notify you by email and the total amount of Points charged will be credited back to your Account.

### Merchandise Returns

If you are not satisfied with your product, please notify us within 14 calendar days of delivery and we will accept its return. Unless your item is defective or damaged when delivered to you, or an incorrect item is delivered to you, you must return the item unopened, in its original packaging, together with all original manuals, cords and accessories. If your item is defective or damaged when delivered to you, or if an incorrect item is delivered to you, please notify us within 7 calendar days of such delivery and we will accept its return. You must return the item with its original packaging, together with all original manuals, cords and accessories. For defective/damaged items or incorrect shipments, the return shipping charges will be covered by Wings. Otherwise, return shipping charges are your responsibility and will be calculated depending on the size and weight of the Merchandise and your location. If the item is defective or damaged and you want to return it more than 7 calendar days after delivery, please contact the manufacturer directly for repair or replacement under warranty. For any and all Apple product defects, you must contact Apple Care or visit an Apple store for assistance. **All Apple products can be returned only within 7 calendar days of receipt, provided they are unopened.** You may also contact us if you require any further assistance with the return of your product.

**PLEASE NOTE THAT THE FOLLOWING ITEMS CANNOT BE RETURNED:** All gift cards, jewelry, earrings, watches, sunglasses, cosmetics, health and personal care items (e.g., razors, shavers, epilators, flat irons, curlers, massagers, toothbrushes, shower heads), baby products (e.g.,

car seats, strollers containing car seats, diapers, breast pumps), perishable goods, Soda Stream machines, hazardous goods, barbecues, bedding, pillows, sheets, books, motorized vehicles, phones, headphones, clothing, opened CDs/DVDs/games, copyrighted materials such as sheet music, refurbished products, quantity or special buy items. Clearance items cannot be returned unless they are defective or the incorrect item was shipped.

To initiate a return, please email us at [wingsupport@engagepeople.com](mailto:wingsupport@engagepeople.com). We will contact you with specific return instructions. Please follow the instructions sent to you to ensure prompt processing of your refund or shipment of the replacement unit. As soon as the item is received in our warehouse, we will assess the reason for the return and verify that the item is unused and that all original materials sent with the item have been returned. Upon such verification, we will then issue a full refund to your Account or send you a replacement product.

**IMPORTANT:** In the event that a returned order is missing original materials, the return may be rejected or the value of the missing materials may be deducted from the total Points refund amount, as applicable, such decision to be made in our sole discretion.

### **Shopping Cart**

Merchandise orders that you place in your shopping cart are only pending orders. Pending orders are not shipped, and Points are not deducted from your Account, until your order is confirmed. To update your Merchandise quantity and selections in your shopping cart, follow the prompts and then select "Update Cart." To remove an item from your cart, click on the "Remove" button next to the item name. All items left in your shopping cart will be removed when you sign out or when your account times out.

## **MEMBER REWARDS TRAVEL**

Member Rewards Travel is operated in conjunction with priceline.com LLC, an independent third-party provider under contract with Engage to provide travel services for Wings Member Rewards. Member Rewards Travel enables Members to shop for and book Travel-related services such as airfare, hotel, car rental and related Travel activities ("Bookings"). Bookings are available from select suppliers directly on the Site and processed by Priceline.

**PLEASE NOTE THAT BOOKINGS CAN BE MADE ONLY ONLINE; TELEPHONE BOOKINGS ARE NOT ACCEPTED.**

Travel transactions made through Member Rewards Travel will be governed by this Agreement and Priceline's Terms and Conditions and Privacy Policy (found, respectively, at [priceline.com/static-pages/terms\\_en.html](https://www.priceline.com/static-pages/terms_en.html) and [priceline.com/static-pages/privacy-policy.html](https://www.priceline.com/static-pages/privacy-policy.html)). Accordingly, prior to concluding a transaction through Member Rewards Travel, you will be prompted to accept Priceline's Terms and Conditions and Privacy Policy and must do so to conclude your Member Rewards Travel transaction. Neither Wings nor Engage will be a party to any such transactions entered into between you and Priceline; thus, you must direct your comments, complaints or inquiries regarding any such transactions to Priceline. Neither Wings nor Engage has control over, and neither assumes responsibility for, Priceline's policies or practices or the content and services offered on and through its website. BY ACCESSING AND USING MEMBER REWARDS TRAVEL, YOU EXPRESSLY RELEASE WINGS AND ENGAGE FROM ANY AND ALL LIABILITY ARISING FROM YOUR ACCESS AND USE OF MEMBER REWARDS TRAVEL AND/OR PRICELINE'S WEBSITE INCLUDING LIABILITY IN RESPECT OF YOUR TRANSACTIONS THEREON, PRICELINE'S SERVICES, AND THE CONTENT DISPLAYED AND/OR DISTRIBUTED BY PRICELINE. All questions related to Bookings made via Member Rewards Travel must be addressed directly with Priceline. Instructions on how to make a Booking can be found in the Member Rewards Travel FAQ.

**PLEASE NOTE:** Priceline is not responsible for responding to inquiries about your Account or your Member Rewards Points, or any other detail regarding Wings Member Rewards. For information regarding Wings Member Rewards, including your Account and your Member Rewards Points, please contact Wings Member Rewards Member Service through the customer service portal on the Site.

### **Travel Pricing**

The purchase prices of Bookings offered through Member Rewards Travel will be shown in US dollars when you access Member Rewards Travel. All such purchase prices are subject to change without notice. The purchase price of a Booking does not include applicable fees, taxes and shipping charges, unless expressly provided. The total purchase price of your Booking, including applicable fees, taxes and shipping charges, will be displayed in US dollars at checkout.

### **Points Availability, Payment and Statement Credits**

The number of Points available in your Account for redemption on Member Rewards Travel, together with their corresponding value in US dollars, will be displayed on your screen while you are shopping on Member Rewards Travel; however, YOU MUST PAY FOR YOUR PURCHASE OF EACH TRAVEL BOOKING USING YOUR ELIGIBLE WINGS CREDIT CARD. The value of the Points you choose to redeem towards your purchase will be credited to you after your purchase, as a credit on your Wings Member Rewards credit card statement. Accordingly, at checkout, you will be provided with the total purchase price of your Booking (including applicable fees, taxes and shipping charges) and prompted to choose the number of Points you want to redeem towards your purchase (you may redeem Points for between 0 and 100 percent of your purchase), although payment must be made with your eligible Wings credit card. The amount of Points you redeem will be deducted from your Account upon payment at checkout.

Please note: Your ability to pay for a Booking will be limited by the available credit on your Wings credit card regardless of the number of Points in your Account. Any fees or charges above and beyond the value of the Member Rewards Points redeemed by you at check-out will be your responsibility and charged to your Wings Rewards credit card, and no statement credit will be provided to you for such fees and charges.

Within 24 hours of your purchase, you will receive a credit on your Wings credit card statement reflecting the value of the Points you redeemed.

### **Bookings Availability**

Bookings availability is subject to change without notice. As suppliers change timing, brands, schedules, specifications, patterns, and pricing for Bookings from time to time, they have the right to revise, amend, modify or discontinue, at any time without prior notice, the Bookings available for purchase by Members. Your ability to choose a substitute Booking or new Booking in place of any unavailable Booking is subject to the applicable supplier's substitution policy. We cannot provide any assurances that any supplier will participate in Member Rewards Travel at any time and you agree that you will not hold either Wings or Engage responsible if any supplier decides to withdraw from Member Rewards Travel.

### **Purchase Validation**

In order to protect you, Wings and Engage from fraudulent transactions, we may provide your transaction-related information to a reputable third-party organization for review and address validation. If there is reason to believe a transaction is fraudulent, we may call you to verify your purchase.

Some suppliers will require you to verify your identity when using your Wings credit card to make a Booking. This process varies and may be dictated by the supplier, Wings, or both. Neither Wings nor Engage shall have any access to information requested by any such supplier to verify your identity. If the validation process is lengthy, your attempted Booking could be timed out and you would need to begin the Booking process again. Neither Wings nor Engage is responsible for this experience.

### **Bookings Confirmation and Fulfillment**

You will receive an email confirmation from [donotreply@wingsfinancial.com](mailto:donotreply@wingsfinancial.com) showing the number of Member Rewards Points you redeemed for any Booking you made with Priceline. You may also receive an email confirmation and/or Booking instructions directly from the supplier for your Booking. Although you will pay for your Bookings through the Site, all Bookings will be handled directly by Priceline. Neither Wings nor Engage will be responsible for any delays or issues in Bookings.

### **Bookings Cancellation and Refunds**

All cancellations and refunds are handled by Priceline. The Priceline cancellation/refund policy shall govern these requests. The cancellation policy is displayed during your check-out process and on your Booking confirmation. IF THE SUPPLIER AGREES TO REFUND YOUR BOOKING, YOU WILL RECEIVE THE FULL AMOUNT OF THE PURCHASE PRICE (WHICH WILL INCLUDE APPLICABLE FEES, TAXES AND SHIPPING CHARGES BUT WILL BE REDUCED BY ANY APPLICABLE CANCELLATION OR REFUND FEES) AS A CREDIT ON THE WINGS CREDIT CARD YOU USED TO MAKE YOUR PURCHASE. YOUR ACCOUNT WILL NOT BE CREDITED WITH ANY POINTS REGARDLESS OF THE NUMBER OF POINTS REDEEMED BY YOU TOWARDS SUCH BOOKING. You should receive such credit within 48-72 hours of receiving confirmation from Priceline that you are entitled to a refund.

### **Bookings Disputes/Inquiries**

You must contact Priceline directly regarding any disputes or inquiries you may have about the Bookings you make through Member Rewards Travel, including if the Booking is unsatisfactory or not provided to you on time or at all, by contacting Priceline at 1 (877) 477-7441. If your inquiry is in regard to a specific Booking, you may call Priceline using the telephone number shown in your Booking confirmation.

## **AMAZON**

Members may use Member Rewards Points, or a combination of Points and a credit or debit card (or any eligible promotional coupon or Gift Card authorized by Amazon), towards purchases at Amazon.com using Shop with Points. Terms and conditions apply, see [amazon.com/wingsfinancial](https://www.amazon.com/wingsfinancial) for more information.

## **GENERAL PROVISIONS**

### **Your Information**

In addition to any disclosure of your information that Engage may make in accordance with Engage's privacy policy (found at [www.engagepeople.com/privacy/](http://www.engagepeople.com/privacy/)), you authorize us to disclose information you have provided, or information that we have obtained, about your Account or shopping behavior, to comply with government agency or court orders or requests.

### **Your Responsibilities**

You are responsible to keep your CU Online registration information, your username and password confidential. This means that you should not share any of this information with anyone. You should not use information that can be easily guessed by anyone, such as your birth date or telephone number. You are responsible for monitoring your Account activity and changing your password from time to time as a safeguard. Neither Wings nor Engage will be responsible for the use of your Account information by any other person, regardless of whether authorized by you. Any such use may result in the forfeiture of your Wings Rewards membership and the cancellation of any purchases made through your Account in respect of such use.

### **Site Ownership and Trademarks**

The Site, including each of its modules and the arrangement and compilation of the content found on the Site, is the copyrighted property of Engage and/or its various third-party providers, including Retailers, distributors, and other information providers, as applicable. In addition, the trademarks, trade names, logos and service marks displayed on the Site (collectively, the "Trademarks") are the registered and common law trademarks, trade names and service marks of Engage and Wings and their respective affiliates, and various third parties, including Retailers. Nothing contained on this Site shall be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Trademarks without the written permission of (as applicable) Engage or Wings, or such other party that owns the Trademarks.

### **Retailer and Other Third-Party Websites**

You understand and acknowledge that each Retailer is responsible for its own Merchandise and we do not endorse or take responsibility for the quality or functionality of Merchandise offered on any Retailer's website. Further, while we facilitate your use of Points to make purchases from participating Retailers through Member Rewards Travel or Member Rewards Catalog, if you choose to visit a Retailer's e-commerce site, whether by accessing it through a link on the Site or otherwise, such Retailer will be responsible for all aspects of a purchase from such site, including order processing, order fulfillment, shipping and handling, billing and payment and customer service. Neither Wings nor Engage will be a party to any such transactions entered into between you and such Retailer; thus, in respect of any such purchases, you must direct your comments, complaints or inquiries regarding your purchases to such Retailer. All rules, policies (including privacy policies) and operating procedures of Retailers will apply to you while you are shopping on their sites, whether through Member Rewards Travel, Member Rewards Catalog, or otherwise.

The Site may contain links to other third-party websites that are not owned or controlled by Wings or Engage. Neither Wings nor Engage has control over, and neither assumes responsibility for, the policies or practices of any such third parties or the content and services offered on and through their websites. In addition, neither Wings nor Engage will or can censor or edit the content of any third-party website (including that of any Retailer). By using the Site, you expressly release Wings and Engage from any and all liability arising from your access to and use of any Retailer and other third-party website and the content displayed and/or distributed thereon. Accordingly, we strongly encourage you to be aware when you leave the Site and enter a Retailer or other third-party website, and to read the terms and conditions (including any privacy policy) of each such website that you visit.

### **Severability**

If a provision of this Agreement is found by a Court of competent jurisdiction to be invalid or unenforceable, such provision shall be modified or stricken, and the remaining provisions shall remain in full force and effect.

### **Disclaimer**

MEMBER REWARDS TRAVEL AND MEMBER REWARDS CATALOG ARE BEING PROVIDED TO YOU "AS IS" WITH NO WARRANTIES OR GUARANTEES. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WINGS AND ENGAGE DISCLAIM ALL REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO MEMBER REWARDS TRAVEL OR MEMBER REWARDS CATALOG, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR ANY PARTICULAR PURPOSE, NON-INFRINGEMENT, AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE. NEITHER WINGS NOR ENGAGE WARRANTS, GUARANTEES, OR MAKES ANY REPRESENTATIONS REGARDING THE QUALITY OF, OR ACCURACY OF ADVERTISEMENTS OR PROMOTIONS FOR, ANY MERCHANDISE, PRODUCTS, OR SERVICES OFFERED OR PROVIDED BY RETAILERS IN CONJUNCTION WITH MEMBER REWARDS TRAVEL AND/OR MEMBER REWARDS CATALOG. IN ADDITION, ALTHOUGH WINGS AND ENGAGE INTEND TO TAKE REASONABLE STEPS TO PREVENT THE INTRODUCTION OF VIRUSES OR OTHER DESTRUCTIVE MATERIALS TO THE SITE, NEITHER WINGS NOR ENGAGE WARRANTS, GUARANTEES OR MAKES ANY REPRESENTATIONS THAT THE SITE IS OR WILL BE FREE OF SUCH DESTRUCTIVE MATERIALS. IN ADDITION, NEITHER WINGS NOR ENGAGE WARRANTS OR REPRESENTS THAT ACCESS TO THE SITE WILL BE UNINTERRUPTED OR ERROR-FREE, AND NEITHER WINGS NOR ENGAGE ASSUMES ANY RESPONSIBILITY FOR ANY DAMAGE CAUSED BY YOUR ACCESS, OR INABILITY TO ACCESS, THE SITE, INCLUDING, BUT NOT LIMITED TO, YOUR INABILITY TO UTILIZE YOUR POINTS TO PURCHASE MERCHANDISE THROUGH MEMBER REWARDS TRAVEL OR MEMBER REWARDS CATALOG.

### **Limitations of Liability**

IN NO EVENT WILL ANY OTHER PERSON OR ENTITY BE LIABLE TO YOU FOR ANY NON-PERFORMANCE OF WINGS' OR ENGAGE'S OBLIGATIONS. IN NO EVENT SHALL WINGS OR ENGAGE BE LIABLE TO YOU FOR, AND YOU HEREBY WAIVE ANY CLAIMS AGAINST WINGS AND ENGAGE FOR, ANY DAMAGES WHATSOEVER (INCLUDING DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES), HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, ARISING IN CONNECTION WITH MEMBER REWARDS TRAVEL OR MEMBER REWARDS CATALOG OR YOUR USE OR INABILITY TO USE THE SITE OR MEMBER REWARDS TRAVEL OR MEMBER REWARDS CATALOG, OR THE PURCHASE OR USE OF ANY MERCHANDISE, PRODUCTS, OR SERVICES PROVIDED BY RETAILERS, EVEN IF WINGS OR ENGAGE AND/OR THEIR RESPECTIVE REPRESENTATIVES ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, CLAIMS, OR LOSSES.

### **Indemnity**

YOU AGREE TO INDEMNIFY AND HOLD HARMLESS WINGS AND ENGAGE, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS AND EMPLOYEES, FROM ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEY'S FEES, MADE BY ANY THIRD PARTY DUE TO OR ARISING OUT OF YOUR ACCESS TO AND USE OF MEMBER REWARDS TRAVEL AND/OR MEMBER REWARDS CATALOG, YOUR VIOLATION OF THESE TERMS AND CONDITIONS OR ENGAGE'S PRIVACY POLICY, OR THE INFRINGEMENT BY YOU, OR ANY OTHER USER OF MEMBER REWARDS TRAVEL OR MEMBER REWARDS CATALOG USING YOUR ACCOUNT, OF ANY INTELLECTUAL PROPERTY OR OTHER RIGHT OF ANY PERSON OR ENTITY, OR AS A RESULT OF ANY THREATENING, LIBELOUS, OBSCENE, HARASSING OR OFFENSIVE MATERIAL CONTAINED IN ANY OF YOUR COMMUNICATIONS.

### **Acts of God**

Neither Wings nor Engage shall be liable for damages for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to, weather conditions, acts of God, force majeure, strikes, civil commotions, embargoes, and wars or other hostilities, whether actual, threatened or reported, and/or any other cause beyond the reasonable control of Wings and/or Engage.

### **Modification of Terms**

We reserve the right to change any terms and conditions on this Program at any time, in whole or in part, with or without prior notice. Notice of Program changes may be provided through one or many of the following channels: CU Online, [wingscu.com/memberrewards](https://wingscu.com/memberrewards), Wings Mobile App, or sent electronically to your email on file. An updated copy of this agreement will be available at [wingscu.com/forms-disclosures](https://wingscu.com/forms-disclosures). Use of the Program and access of the Site will constitute your acceptance of any such amendment, modification or supplementation.

You understand that Wings may at any time amend, modify or supplement this Agreement and/or the terms and conditions applicable to Merchandise purchases, and your continued use of the Program and access of the Site will constitute your acceptance of any such

amendment, modification or supplementation. At our discretion, we may change account eligibility, the number of Points earned for purchases, the eligibility of purchases, rewards offered, or any other Program term. These terms and conditions are located at [wingscu.com/forms-disclosures](https://wingscu.com/forms-disclosures). It is your responsibility to check this page regularly for any changes that we may make to this Agreement. For Frequently Asked Questions (FAQs), visit [wingscu.com/memberrewards](https://wingscu.com/memberrewards). You may also contact Member Rewards Service at [wingssupport@engagepeople.com](mailto:wingssupport@engagepeople.com).

#### **Termination**

We may terminate Member Rewards Travel and/or Member Rewards Catalog at any time, with or without notice, for any reason, and we may suspend or terminate your participation in Member Rewards Travel and/or Member Rewards Catalog, with or without notice, for any reason including if you do not comply with this Agreement, misrepresent any information provided to us or if your conduct contravenes applicable law or you conduct yourself in a manner harmful to the interests of Wings and/or Engage, or their respective representatives, agents, contractors, suppliers or licensees, or Member Rewards Travel and/or Member Rewards Catalog. Notification of such termination will be sent to the email address you provided during your Program registration. We will not be responsible for failing to notify you of such termination where such failure is caused by any reason outside the control of Wings and Engage, including, but not limited to, an error in your email program, an inaccurate email address, your failure to check for your email online, your failure to check your spam folder, or your failure to provide a change of email address notification in connection with your Member Rewards membership.

#### **Member Inquiries**

All inquiries by Members regarding Member Rewards Travel and Member Rewards Catalog must be submitted by email to [wingssupport@engagepeople.com](mailto:wingssupport@engagepeople.com). For questions about Member Rewards, please visit the Member Rewards website at [wingscu.com/memberrewards](https://wingscu.com/memberrewards).

#### **Rules**

All Member Rewards, Member Rewards Travel and Member Rewards Catalog terms and conditions are subject to interpretation by Wings (with respect to your Member Rewards membership and Points accrual) and Engage (with respect to your access to and use of Member Rewards Travel and Member Rewards Catalog). Headings used in this Agreement are for convenience purposes only and shall not be used in interpreting the Member Rewards Travel and/or Member Rewards Catalog terms and conditions or any other provisions of this Agreement. All terms and conditions, rules, instructions, protocols and procedures set forth on the Site and not reproduced herein are hereby incorporated by reference into this Agreement in their entirety as if set forth in full herein.

#### **Governing Law and Jurisdiction**

Any disputes in connection with these terms and conditions shall be governed by the laws of the State of Minnesota, without regard to its choice of law rules, and you agree to the exclusive jurisdiction of the courts in the State of Minnesota to resolve any dispute in connection with this Agreement and/or your access to and use of Member Rewards, Member Rewards Travel and/or Member Rewards Catalog.