

CREDIT CARD REWARDS TERMS AND CONDITIONS

Sagicor Bank Jamaica Limited (Sagicor Bank) has established the Sagicor Bank Credit Card Loyalty Program (the Program) to offer benefits provided by local and overseas merchants and businesses. The Program allows you to benefit from Travel, Hotel Accommodation, Shopping, Investment, and Cashback.

TERMS AND CONDITIONS

By signing, activating, or using your Sagicor Bank issued Credit Card, you agree that you have received and read these Program Terms and Conditions and agree to be bound by them.

Definitions

"You", "your" and "Cardholder" mean the Primary Cardholder to whom a Sagicor Bank Credit Card is issued.

"We," "our," "us," "Sagicor Bank" and "the Bank" mean, as applicable, Sagicor Bank and its branches.

"Cap" means the maximum number of Sagicor Points you can earn in any consecutive twelve-month period based on the total net monthly purchases made by you and any Additional and Supplemental Cardholder when using a Sagicor Bank Credit Card.

"Card" means a Sagicor Bank Credit Card we issue in connection with a Sagicor Bank Card Account and all renewals and replacements of that card which participates in the Sagicor Rewards Program.

"Card Account" means the Sagicor Bank Credit Card account opened in your name.

"Card Agreement" means the Sagicor Bank Credit Card Cardholder Agreement with us.

"Net Monthly Purchases" means Qualifying Purchases performed during a month less refunds, merchandise returns and disputed charges posted to the account during the same period.

"Primary Cardholder" and "Additional Cardholder" mean, respectively, the person who signed or submitted the Card Application as a Primary Cardholder or Additional Cardholder, as the case may be, and whose name is on the Account or to whom a Card on the Card Account has been issued, other than a Supplemental Cardholder.

"Program" means the Sagicor Bank Rewards Program.

"Qualifying Purchase"

a) In relation to Consumer Cards, Qualifying Purchase means any retail, signature-based purchase, internet purchase, phone or mail order purchase, or automatic bill payment made with a Consumer Card for personal, household or family purposes.

b) In relation to Business Credit Card, Qualifying Purchase means any retail, signature-based purchase, internet purchase, phone or mail order purchase, or automatic bill payment made with a Business Credit Card for business related transactions and/or purchases.

The following shall not be a Qualifying Purchase for purposes of this Program:

- Use of a Consumer Card for business related transactions and/or purchases, including but not limited to

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transactions conducted at government or statutory entities (such as the Inland Revenue and the Collector of Customs) and frequent purchases at retail, wholesale and supply stores;

- Use of any Card for the payments at or for any financial institution of any existing loan or credit card balances, balance transfers, cash advances, ATM transaction, insurance premium, convenience and credit card checks, annual fees, finance charges and all related service charges, disputed transactions, illegal transactions, fraudulent transaction or penalties, payments made for travelers' cheque, money orders and wire transfers.

The foregoing list of exclusions is not intended to be exhaustive and we reserve the right to modify this list at any time. We further reserve the right to determine in our SOLE DISCRETION whether a particular Card transaction is a Qualifying Purchase. Transactions that are not Qualifying Purchase do not earn any Sagicor Rewards Points.

"Sagicor Reward Points" and "points" mean the points credited to your Sagicor Reward Points Account.

"Sagicor Reward Points Account" means the Sagicor Bank Account opened in your name for crediting and debiting of Sagicor Reward Points earned or redeemed in connection with the Program.

A "Supplemental Cardholder" is a person to whom we have issued a Credit Card on your Card Account at your request.

"Travel Expense Credit" means the credit for the amount of your travel purchase(s) made using your Card that is applied to your Card Account as a result of having redeemed sufficient and available points from your Sagicor Points Account. The Program is a promotional incentive program offered by the Bank. Under the Program, you earn points every time you make a Qualifying Purchase with a valid Card. These Terms and Conditions are in addition to and not in substitution for the Terms and Conditions applicable to your Cardholder Agreement. In the event of a conflict between the Cardholder Agreement and these Program Terms and Conditions, the Cardholder Agreement will govern, except Program Terms and Conditions shall govern in any matter relating to the Program.

ELIGIBILITY REQUIREMENTS

1. You must be the legal holder of a credit card issued by Sagicor Bank in your name.
2. The Program is made available to you by Sagicor Bank free of charge.
3. The Program is automatically available to all Sagicor Bank Primary Cardholders with Card Accounts in good standing. We reserve the right to determine, in our sole discretion, whether a particular Card or Cardholder is eligible to participate in the Program.
4. The Merchants retain the right to request independent identification from you;
5. Your account must be in good standing and not overdrawn or in arrears. You will stop earning or

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accumulating the Sagicor Bank Rewards if we haven't received your minimum payment amount for two consecutive due dates as set out on your monthly credit card statement which can be rectified by payment in full of all outstanding minimum payment amount. However, all accumulated and pending Sagicor Bank Rewards will be forfeited if we haven't received your minimum payment amount for three consecutive due dates, or if your credit card account is frozen, cancelled, tampered, frozen, delinquent, written-off, fraudulently obtained or closed or in default of the Cardholder Agreement.

6. Sagicor Bank reserves the right at any time and without notice, to modify or discontinue, temporarily or permanently, the Program in whole or part. We may change, modify or delete any aspect of the Sagicor Reward Program and these Program Terms and Conditions at any time without prior notice to you. Without limiting the generality of the foregoing, Program changes may include, but are not limited to, (i) changes to the restrictions, benefits or features in whole or in part applicable to the Program; (ii) changes to any Reward(s), (iii) changes to the Sagicor Reward Points required to be redeemed for any Rewards, or (iv) changes to the formula upon which Sagicor Reward Points are earned.
7. Sagicor Bank Reward points are personal to you and cannot be assigned, traded, willed or otherwise transferred except with our express written permission and in accordance with the terms of these Terms and Conditions and any assignment or transfer in violation of these Terms and Conditions will be considered to be null and void and may, in our sole discretion, result in the cancellation of your reward points or the termination of your membership in the Program
8. You will not be able to redeem any awards until your Credit Card Account is in good standing and qualifying purchases made while the Card is not in good standing will not earn any Sagicor Bank Rewards.

OTHER CONDITIONS

9. Reward points have no cash value and do not constitute your property for any purpose. The reward points may only be used in accordance with these Terms and conditions.
10. Any discounts, rebates or promotional offers made available through this Credit Card loyalty program, may not accumulate with other discount, rebate, or promotional offer made available by Sagicor Bank or any Participating Merchant. Only one rebate, discount or offer per card per purchase. The rebate, discount or offer may not be divided between different cards or cardholders;
11. All bookings for Travel, Hotel Accommodation, and excursions will be routed through and handled by a third party Service Provider to be appointed by Sagicor Bank. Discounts and offers on hotel rooms are for the time being, applicable in respect of The Jewel Resorts unless otherwise advised in writing. Non room charges such as room service, spa, telephone calls, television, laundry, tours, mini bar, parking, gratuities and other accessory purchases and expenses; are not included in the offer;
12. The Participating Merchants retain the right to identify eligible purchases or exclude certain items from the Program. We recommend that you enquire about the discounts, rebates or promotional offers available at the time of or before completing the transaction with any Participating Merchants;

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13. Participating Merchants and their establishments as well as eligible products and services may vary from time to time, without prior notice; 14. The quality, merchantability suitability of the product and services, transaction of purchase and sale, lease, hire, delivery, product warranties, return of merchandise, refunds, credits and generally all aspects of the transaction made between you and the Participating Merchants, remain the responsibility of the Merchants. Sagicor Bank will not be responsible or liable for any part of the transaction and the underlying products or services. In addition, Sagicor Bank does not necessarily endorse the Merchants nor their products or services;
15. Sagicor Bank represents that there is no joint venture, agency or partnership between the Merchants and Sagicor Bank and that the parties are independent entities;
16. Sagicor Bank shall not be liable for any damages, direct or indirect, consequential, incidental, damages for loss of profit, business opportunity or opportunity cost, related to the performance or non-performance of any Participating Merchant, products or services, whether such damage may have or not been foreseen, even where Sagicor Bank may have been advised of the possibility of such loss or damages;

EARNING AND REDEEMING SAGICOR BANK REWARDS

17. Subject to any applicable cap amount, you will earn 1 point for every US\$1 or JA equivalent (as may be determined from time to time) spent for net purchases. For clarity you will earn Sagicor Bank Rewards in the same currency that the card was issued in for each dollar in net monthly purchases made using your card and charged to your credit card account. Net Monthly Purchases will be rounded down to the nearest whole dollar to determine the number of Sagicor reward points to be posted to your Sagicor Bank Reward Points account.
18. Reward points will not be awarded for cash advances.
19. Rewards points do not include taxes (unless otherwise stated by Sagicor Bank)
20. There will be one set of Sagicor Reward points for Qualifying Purchases made with all Cards issued on any given Sagicor Bank card account. Qualifying Purchases made with authorized Additional and Supplementary Cards will earn Sagicor Bank Reward Points for the Sagicor Reward points Account of the Primary Cardholder only. Authorized Additional (secondary/co-applicant) and Supplementary Cardholders are not participants in the Program and have no rights against Sagicor Bank.
21. Each month your Credit Card Statement will set out the number of Sagicor Reward Points earned since your previous statement and your new Sagicor Reward points balance. Sagicor Reward Points' information is also available by calling the Sagicor Contact Centre.
22. Redemption of your Sagicor Reward points will be facilitated through the Sagicor Contact Centre toll free at 888-SAGICOR (724-4627), Sagicor Bank Website and an Authorized Agent where applicable.
23. The minimum amount of points required for redemption of any reward is 5,000 points.
24. All Reward Points earned and accumulated on your Sagicor Bank credit card account will expire if you do not process at least one redemption activity every thirty-six (36) months (starting from the anniversary date of the first Sagicor Rewards points accrual and every 36 months thereafter). All accumulated and unused reward points on your Sagicor Bank credit card account will be forfeited once you submit a formal request

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- for cancellation, your account has been closed by Sagicor Bank or otherwise terminated or 90 days overdue.
25. Visa Credit Card cardholders are eligible for Cash Back rewards only.
 26. You can view the current program terms and conditions by visiting the applicable Sagicor Bank website or inquire from your local Sagicor Bank branch.
 27. The cardholder shall be required to confirm acceptance of any booking made by a Service Provider arising out of a Redemption request within 24 hours or such other deadline (as communicated by the Service Provider) , of the Service Provider communicating to the Cardholder that the travel arrangements have been made.
 28. Subject to the cancellation policies of the Service Provider, you may cancel any portion or your entire Sagicor Bank Rewards reservation in respect of airline tickets within 24 hours of such booking. Where such tickets are non-refundable, CANCELLATIONS ARE NOT ALLOWED OR MAY BE SUBJECT TO CANCELLATION FEES. All such fees will be charged to the Card Account and are non-refundable.
 29. In the event that the cancellation of a Sagicor Bank Reward is allowed, the Sagicor Bank Reward points redeemed in connection with such Reward will be credited back to your Sagicor Reward Points Account.

LIMITS ON LIABILITY

30. We are not liable for and you release us from any and all claims in respect of: a) Any accident, loss, damage or injury to you arising out of use of your Sagicor Reward points which may be caused or contributed to by travel or other suppliers or by any other cause, condition or event whatsoever beyond the direct control of Sagicor Bank or any affiliated companies and their directors, officers, employees and agents. b) Any loss or damage you suffer by reason of the loss or theft of your Sagicor Bank Rewards or paper or electronic tickets or other travel documentation delivered to you through any means. c) Loss or theft of any Reward. d) Suspension or termination of the Program for any reason. e) Suspension or termination of your membership in the Program, the closing of your Sagicor Reward Points Account, or the cancellation, forfeiture or invalidation of any or all of your Sagicor Reward Points. f) Cancellation of any Reward. g) Non-availability of any requested reward. h) Correspondence which is lost or delayed in the mail or otherwise or misdirected communications such as mail or e-mail or any consequences thereof. i) Non-delivery by a travel supplier of any travel package or failure to provide a travel package as described. j) Our failure to provide you with a Sagicor Reward Points statement. k) Any errors or omissions in any brochure or other sources. l) Claims resulting from performance or failure to perform by a supplier.
31. In no event will Sagicor Bank, its directors, officers, agents or employees be liable to you for any consequential, incidental, exemplary or punitive damages.
32. Customers should examine all Card Account statements including Sagicor Reward Points Account balances and entries carefully. In case of errors, you should notify us, in writing, within 30 days from the statement date. After 90 days from the statement date, our records of your Sagicor Reward Points Account and the details of any transactions will be considered correct and binding upon you. Thereafter, we will be released from any claim with regard to your Sagicor Reward Points Account.
33. You are responsible to advise us of any changes of address or contact information.

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34. Sagicor Bank makes no warranties or representations of any kind regarding the Program, which is **provided** on an as-is basis. The Bank expressly disclaims any warranty and conditions including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade of any reward in the Reward program. You agree that Sagicor Bank will not be liable to you or to any third party for any modification or discontinuation of this Program.

LIMITS ON LIABILITY

30. We are not liable for and you release us from any and all claims in respect of: a) Any accident, loss, damage or injury to you arising out of use of your Sagicor Reward points which may be caused or contributed to by travel or other suppliers or by any other cause, condition or event whatsoever beyond the direct control of Sagicor Bank or any affiliated companies and their directors, officers, employees and agents. b) Any loss or damage you suffer by reason of the loss or theft of your Sagicor Bank Rewards or paper or electronic tickets or other travel documentation delivered to you through any means. c) Loss or theft of any Reward. d) Suspension or termination of the Program for any reason. e) Suspension or termination of your membership in the Program, the closing of your Sagicor Reward Points Account, or the cancellation, forfeiture or invalidation of any or all of your Sagicor Reward Points. f) Cancellation of any Reward. g) Non-availability of any requested reward. h) Correspondence which is lost or delayed in the mail or otherwise or misdirected communications such as mail or e-mail or any consequences thereof. i) Non-delivery by a travel supplier of any travel package or failure to provide a travel package as described. j) Our failure to provide you with a Sagicor Reward Points statement. k) Any errors or omissions in any brochure or other sources. l) Claims resulting from performance or failure to perform by a supplier.
31. In no event will Sagicor Bank, its directors, officers, agents or employees be liable to you for any consequential, incidental, exemplary or punitive damages.
32. Customers should examine all Card Account statements including Sagicor Reward Points Account balances and entries carefully. In case of errors, you should notify us, in writing, within 30 days from the statement date. After 90 days from the statement date, our records of your Sagicor Reward Points Account and the details of any transactions will be considered correct and binding upon you. Thereafter, we will be released from any claim with regard to your Sagicor Reward Points Account.
33. You are responsible to advise us of any changes of address or contact information.
34. Sagicor Bank makes no warranties or representations of any kind regarding the Program, which is provided on an as-is basis. The Bank expressly disclaims any warranty and conditions including implied warranties and conditions of merchantability, fitness for a particular purpose, title, non-infringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade of any reward in the Reward program. You agree that Sagicor Bank will not be liable to you or to any third party for any modification or discontinuation of this Program.