

BEST WESTERN REWARDS® PREMIUM VISA SIGNATURE® CARD REWARDS TERMS AND CONDITIONS

This document (“Rewards Terms and Conditions”) describes the terms and conditions of the Best Western Rewards® Premium Visa Signature® Card Rewards Program (“Rewards Program”) and supplements the Cardmember Agreement that governs your credit card account (the “Card Account”) issued by First Bank & Trust, Brookings, SD (“First Bank & Trust,” “we”, “us”, or “our”). By using the Card Account, you agree to participate in the Rewards Program. Your participation is subject to the terms of the Cardmember Agreement, including the arbitration provision, if applicable, and these Rewards Terms and Conditions. Capitalized terms not defined in these Rewards Terms and Conditions have the meaning ascribed to them in the Cardmember Agreement. In the event of a conflict between the Cardmember Agreement and these Rewards Terms and Conditions, with respect to matters relating to the Rewards Program, these Rewards Terms and Conditions control. The Cardmember Agreement controls in all other respects.

IMPORTANT NOTICE

The Rewards Program is provided by First Bank & Trust. The Rewards Program and benefits are offered at our sole discretion. We reserve the right to alter or waive any program feature or benefit, including and without limitation participation fees and point accrual, or to cancel or temporarily suspend the Rewards Program at any time without prior notice. We reserve the right to approve, deny or revoke cardmember (“you”, “your”) participation in the Rewards Program for any reason.

BEST WESTERN REWARDS LOYALTY PROGRAM

Certain Card Account benefits are fulfilled under the Best Western Rewards® loyalty program (the “BWR Program”) which is offered by Best Western International, Inc. (“Best Western”) and is not a product or program of First Bank & Trust.

You can earn BWR Program points (“BWR Points”) through the BWR Program by establishing a valid BWR Program membership account (“BWR Account”). Best Western is solely responsible for the rules and administration of the BWR Program, which is governed by separate terms and conditions found at www.bestwestern.com/rewards/benefits/terms.asp. BWR Points are redeemable only through the BWR Program. The BWR Program may, at Best Western’s sole discretion, offer additional or promotional opportunities to earn a greater number of BWR Points in connection with certain purchases or promotions. There may be a limit to the number of BWR Points that can be earned in connection with such purchases or promotions, and certain exclusions, and limitations on redemption, may apply, as determined by Best Western.

REWARDS TERMS AND CONDITIONS ELIGIBILITY

You must be a member of the BWR Program to qualify for the Rewards Program. Best Western will confirm the current BWR Program membership number for the individual who applied for the Card Account (the “Primary” cardmember), when the Card Account application is submitted. The Primary

cardmember's information must match information on the corresponding BWR Account. If you, as the Primary cardmember, do not match to an existing BWR Account, you will automatically be enrolled, and a new BWR Account number will be assigned to you. If you believe that your BWR Account number is inaccurate, contact Best Western Customer Service at 800-237-8483. As a new BWR Account member, the contact information you provided in your Card Account application, such as name, address, and email address, will be provided to Best Western to facilitate communication for enrollment, rewards fulfillment, servicing, travel bookings, and special offers in connection with the BWR Program.

To Earn BWR Points in the Rewards Program:

- You must maintain an open Card Account that is not in Default under the terms of your Cardmember Agreement (in "Good Standing").
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Card Account only for personal, family or household purposes.
- We reserve the right to limit your ability to earn BWR Points through the Rewards Program.

EARNING BEST WESTERN REWARDS POINTS

How You Can Earn Points With Your Credit Card: You earn BWR Points on qualifying Purchases, minus returns, credits from any disputed charges, unauthorized charges, or illegal or fraudulent charges, and adjustments ("Net Purchases") made by you and/or any Authorized User(s) on the Card Account. If the total amount of BWR Point credit adjustments exceeds the total number of BWR Points earned in a billing statement period, (e.g., total Net Purchases is a negative amount) the negative BWR Points amount will be deducted from your BWR Account. The following transactions are not considered Purchases and will not earn BWR Points: Balance Transfers and Cash Advances, fees, interest charges, fraudulent transactions and certain other charges). BWR Points will round up to the next dollar if the Purchase is equal to an amount that ends in \$0.50 or greater.

Earn BWR Points at a rate of ten (10) BWR Points for each dollar (\$1.00) in Net Purchases on qualifying purchases made at Best Western hotels that participate in the BWR Program. Qualifying Best Western transactions are determined by merchant category code and identify Best Western as the merchant of record.

Earn BWR Points at a rate of four (4) BWR Points for each dollar (\$1.00) in Net Purchases on Gas and Grocery Store purchases as determined by the merchant category code. Gas Purchases includes Purchases made at merchants that use merchant category codes identified as automated fuel dispensers and service stations. Grocery Store Purchases includes Purchases made at merchants that use merchant category codes identified as grocery stores and supermarkets.

Earn BWR Points at a rate of two (2) BWR Points for each dollar (\$1.00) on all other qualifying Net Purchases.

Please note: While a merchant or some of the items that the merchant sells may appear to fit within a rewards category, the merchant may not use a merchant code in that category, such as purchases made through a third-party merchant like a travel agency. This may result in Purchases not qualifying for additional BWR Points associated with a rewards category. For example, if you purchase a hotel

room for a Best Western branded hotel through a third-party or online travel agency/service, you will not qualify for additional BWR Points because Best Western was not the merchant of record.

From time to time, we may, in our sole discretion, offer “bonus” BWR Points in connection with special offers. These “bonus” BWR Points will be governed under these Rewards Terms and Conditions, as well as any additional terms disclosed with the offering.

The value of “bonus” BWR Points may constitute taxable income to you. You may be issued an Internal Revenue Service Form 1099 (or other appropriate form) that reflects the value of such reward. Please consult your tax advisor, as neither we, nor our affiliates, provide tax advice.

Free Night Awards at Anniversary and With Qualifying Spend: If you are the Primary cardmember, you can earn up to two free night awards redeemable at any Best Western branded hotel in the United States, Canada or the Caribbean Islands (“Free Night Awards”) each 12-month period after becoming a Best Western Rewards® Premium Visa Signature® cardmember. To receive Free Night Award(s), your Card Account must be Open and in Good Standing. Free Night Award(s) will be awarded each year the Card Account qualifies.

- **Anniversary Free Night Award:** You will earn a free night award each 12-month period after becoming a Best Western Rewards® Premium Visa Signature® cardmember and after payment of your Annual Fee.
- **Free Night Award with Qualifying Spend:** You can earn an additional Free Night Award each 12-month period after (i) becoming a Best Western Rewards® Premium Visa Signature® cardmember, (ii) after payment of your annual fee, and (iii) making at least \$10,000 in Net Purchases on your Card Account.

Earned Free Night Awards will be sent electronically to the Primary cardmember’s email address on file in the BWR Program, not the email address associated with the Card Account if different. Please allow 6 to 8 weeks after qualification for Free Night awards to be issued. Free Night Awards will be valid for use one (1) year after the date they are sent and will be governed by the BWR Program terms of use.

No Cap on Earning Best Western Rewards Points: There is no cap on the total amount of BWR Points you can earn using the Card Account as long as the Rewards Program continues, and the Card Account is open and in Good Standing.

Earning Restrictions: You may not be permitted to earn BWR Points if any of the following occur: (a) Your Card Account is past due or otherwise not in Good Standing; (b) Your Card Account has a permanent fraud status; (c) We determine in our sole discretion that you, or any Authorized User on the Card Account, engage in any illegal activity through the use of the BWR Program or engage in activity that is deemed to be fraudulent or abusive conduct under the Rewards Program; or (d) If your Card Account is closed.

Best Western Rewards Points Forfeiture: Points earned using the Card Account that are not yet transferred to your BWR Account may be subject to forfeiture if any of the following occur: (a) Your Card Account is closed by you, or by us due to inactivity, Default or any other reason; or (b) Your Card Account is past due or otherwise not in Good Standing.

BEST WESTERN REWARDS TRANSFER & REDEMPTION

- BWR Points earned through this Rewards Program will be posted to the BWR Account which is linked with the Card Account on a monthly basis. Allow 30 days after the end of each Card Account monthly billing statement period for the BWR Points to be applied to your BWR Account which can be viewed at BestWestern.com.
- BWR Points will not be earned in the BWR Program if membership in the BWR Program is terminated, deactivated or locked due to violation of any BWR Program terms. Best Western manages all aspects of the BWR Program on behalf of itself, its subsidiaries, independently owned and operated Best Western® branded hotels and participating WorldHotels™ branded hotels around the world, . All BWR Program terms apply.

ADDITIONAL BENEFITS OF YOUR CARD ACCOUNT

Best Western Platinum Elite Status: You will receive Automatic Platinum Elite status in the BWR Program as long as your Card Account remains open and in Good Standing. Please allow 30 days after account opening for your BWR Program status to be updated. If you have achieved Diamond or Diamond Select status, your status in the BWR Program will not change. Please go to BestWestern.com for more information on Elite Status benefits.

CHANGES

We reserve the right to change the Purchase to BWR Points earning ratios on your Card Account at our discretion. If changed, this will only apply to Purchases you make after the change and will not affect the value of the Points you previously earned. We reserve the right to correct inaccurate BWR Points values represented in any form, such as the billing statements or our website, at our sole discretion. The Rewards Program may be changed (added to, modified or deleted) by us at any time, including without limitation amendments to the definition of Purchases. We will give you prior notice to the extent required by law. Best Western Rewards® Premium Visa Signature® Card Rewards Terms and Conditions may be found at mercurycards.com once you log in. Any revisions may affect your ability to earn BWR Points.

LIMITED LIABILITY

By participating in the Rewards Program, and accepting and using the BWR Points earned, you release, discharge, and hold harmless Best Western and First Bank & Trust, and their respective parent company, subsidiaries, affiliates, agents, administrators, service providers, employees, officers, directors, successors, and assignees from all claims, damages, or liability including, but not limited to, physical injury or death, arising out of participation in the Rewards Program, redemption or use of BWR Points, or travel taken or use of products purchased in connection with the Rewards Program. Moreover, unless otherwise required by law, this Rewards Program, or our Cardmember Agreement

with you, we will not be liable to you or anyone making a claim on your behalf, in connection with: (1) any change or termination of the Rewards Program; (2) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (3) any taxes that you incur as a result of goods or services received from BWR Point redemptions or other features of the Rewards Program, payment of which taxes will be your responsibility; (4) any merchandise or services you purchase, or for any direct, indirect or consequential damages with respect to the use of BWR Points earned through the Rewards Program. In any event, any liability that First Bank & Trust or Best Western may have to you in connection with the Rewards Program shall be limited to the amount of any BWR Point redemptions you have earned in this Rewards Program. The Rewards Program and BWR Point redemptions are void or limited where prohibited or restricted, respectively, by federal, state or local law.

This card is issued by First Bank & Trust, Brookings, SD pursuant to a license by Visa USA Incorporated, and managed by Mercury® Financial.

Each BWHSM Hotels property is independently owned and operated. Best Western and the Best Western marks are service marks or registered service marks of Best Western International, Inc.

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