

## Fairmont Rewards Program (or the “Program”) Rules and Regulations

**Issuer:** Your Fairmont Rewards credit card (“Card”) account (“Account”) is issued by Chase Bank USA, N.A. (hereinafter “we”, “our”, or “us”) located in Wilmington, DE. In these Program Rules and the Redemption Rules, “you” or “your”, means all persons responsible for complying with this agreement, including the person who applied for the Account and the person to whom we address billing statements, as well as any person who agrees to be liable on the Account.

**Ability to Earn Rewards:** If your Account is in default as described in your Cardmember Agreement (“Agreement”), and/or your Account is closed for any reason, and/or there is any fraud or abuse related to the accrual of Fairmont Rewards, we reserve the right to prohibit you from earning Fairmont Rewards through your Account until the next billing cycle after your Account is no longer in default, and to cause you to forfeit any Fairmont Rewards in your Account. If your Fairmont Rewards are forfeited for any reason, we will not reinstate these Fairmont Rewards to your Account. If your Account is closed for any reason, your membership in the Program will be terminated.

**Earning Rewards:** You will earn 5 Fairmont Rewards for each \$1 of Net Purchases made at all hotels operated and managed by Fairmont Hotels & Resorts and at fairmont.com. You will earn 2 Fairmont Rewards for each \$1 of Net Purchases made in any of the following categories: airlines – when you use your card for airline tickets purchased directly with the airline; car rental agencies; local transit/commuting. You will earn 1 Fairmont Reward for each \$1 of all other Net Purchases. Merchants who accept Visa credit cards are assigned a merchant code based on the kinds of products and services they sell. Chase groups similar merchant codes into categories for purposes of making rewards offers to you. Chase makes every effort to include all relevant merchant codes in its listed categories. However, even though a merchant or the items that it sells may appear to fit within a listed category, the merchant may not have a merchant code that falls within that category. Therefore, purchases with that merchant will not qualify for the stated rewards offer on category purchases. For more information about Chase rewards categories, see [www.Chase.com/RewardsFAQs](http://www.Chase.com/RewardsFAQs). You will also earn an additional 1 Fairmont Reward for each \$1 of airfare Net Purchases when you book through our toll-free travel redemption number. (“Net Purchases” are purchases of goods and services made by you or any authorized user on your account minus any returns or refunds, and do not include balance transfers, cash advances, cash-like charges such as travelers checks, foreign currency, and money orders, any checks that access your account, overdraft advances, interest, unauthorized or fraudulent charges, or fees of any kind, including an annual fee, if applicable.) Fairmont Reward accrual will begin upon the Enrollment Date in the Program. (“Enrollment Date” is the day on which we approve you as a Program member.) No retroactive Fairmont Rewards will be awarded. Fairmont Rewards will appear on your billing statement. Additional promotional opportunities to earn Fairmont Rewards are available with the rewards program. The amount and availability of the promotional offer will vary as defined by the terms of the promotion.

**Earning Restrictions:** Fairmont Rewards earned are not transferable, except as specified in your Redemption Rules, have no cash value and cannot be used as payment of obligation to us. If there is any abuse of the Program, failure to follow Program terms, or any misrepresentation by you, all unredeemed Fairmont Rewards shall be forfeited and no additional Fairmont Rewards shall accumulate. There is no maximum number of Fairmont Rewards that you can accumulate in the Program. Bonus/Promotional offers may have a maximum accumulation.

**Expiration:** Fairmont Rewards earned in this Program will not expire.

**Redemption Process:** Fairmont Rewards earned during a billing cycle are not available for redemption until they are posted on your billing statement. Fairmont Rewards for transactions made on or near the end of your billing cycle may take up to one billing cycle to post on your billing statement. Once you accumulate the required number of Fairmont Rewards, you will be eligible to redeem them for your selected reward item. To redeem your Fairmont Rewards for travel 24 hours a day, 7 days a week, call our toll-free travel redemption number 1-855-234-2538. To redeem for all other items, visit [chase.com](http://chase.com) or call the toll-free number on the back of your Card. See Program Redemption Rules for more details. Only you, as the obligor on the Account, may redeem Fairmont Rewards; authorized users may not redeem Fairmont Rewards.

**Additional Obligations:** You are responsible for any tax liability, including disclosure requirements, related to participating in the Program.

**Program Restrictions:** We reserve the right to approve, deny or revoke participation in the Program for any reason whatsoever.

**Right to Change/Modify/Cancel:** The Program and benefits are offered through Fairmont Hotels & Resorts (U.S.) Inc. and us. We along with Fairmont Hotels & Resorts (U.S.) Inc. reserve the right to cancel, modify, restrict, waive, temporarily suspend, or terminate the Program or any aspects or features/benefits of the Program at any time without prior notice, including, without limitation, participation fees, Fairmont Reward accrual or redemption criteria.

**Program Responsibility:** Individual merchants and service providers are responsible for the quality and performance of any goods and/or services redeemed as a benefit of this Program. Any rules of the merchants relating to returns and exchanges of rewards apply. We are not responsible for redeemed goods and/or services offered through the Program. Any disputes concerning rewards will not affect your payment obligation to us on your Account. We are not responsible for any disputes among you or any authorized users relating to the Program. Questions regarding the Program should be directed to the toll-free number on the back of your Card. Administrative services for the Program are provided on our behalf by our agents. Neither Chase nor any of our agents shall be liable for any bodily harm and/or property damage and/or

lost opportunity, which may result from participating in the Program or for the provision of goods or services by award merchants or service providers.

**Program Void:** The Program is void where prohibited by federal, state, or local law. These Rules and Regulations set forth all the terms of the Program in addition to, and supplement, the Redemption Rules that govern the redemption of Fairmont Rewards, and any other redemption rules provided by us or our agents. We have no other obligation with respect to the Program beyond those described in these and the Redemption Rules.

## Redemption Rules

**Ability to Redeem Rewards:** If your Account is in default as described in your Cardmember Agreement, and/or your Account is closed for any reason, and/or there is any fraud or abuse related to the accrual of rewards, we reserve the right to prohibit you from redeeming rewards through your Account until the next billing cycle after your Account is no longer in default, and to cause you to forfeit any rewards in your Account. If your rewards are forfeited for any reason, we will not reinstate these rewards to your Account.

### Travel

- You may redeem Fairmont Rewards for available airline tickets and car rentals through our toll-free travel redemption number 1-855-234-2538 24 hours a day, 7 days a week.
- You will be told the amount of any service fee, if applicable, before you book your airline ticket(s) through our toll-free number.
- Redemptions may be made in 1 Fairmont Reward increments for each \$0.0100 incremental ticket value. For example, 20,000 Fairmont Rewards can be redeemed for a \$200 airline ticket.
- If you want to book a ticket with a value greater than the redemption value of your Fairmont Rewards, the additional amount must be paid for using your Card. Sufficient credit must be available for the transaction to be approved.
- Standard age, driver and credit rental requirements apply to car rental rewards. Minimum rental age is 25 (exceptions apply).

### Additional Travel Information

- Ticket(s) may be purchased in any name; however, tickets will be mailed or emailed, as applicable, to your address. Paper tickets will be issued only when electronic ticketing is not available. Additional costs, such as rush charges and/or traceable overnight delivery of tickets, are at your expense.
- Passenger facility charges, international entry or departure taxes and/or fees, any applicable local taxes and fees, and any other fees, including baggage fees, are at traveler’s expense.
- Any additional travel or accommodation arrangements made in connection with any reward are your sole responsibility.
- Fairmont Reward credits will not be issued for any cancelled travel arrangements.
- You may not upgrade travel arrangements obtained by redeeming your Fairmont Rewards. For example, if you redeem for Coach Class airfare using your Fairmont Rewards, you may not upgrade the Coach Class ticket to a First Class ticket at the airport.
- Travel redemptions and/or purchases are not refundable, exchangeable, replaceable, redeemable, or transferable for cash, credit, or other items or rewards under any circumstances.
- Travelers are responsible for obtaining and possessing all required documentation needed for travel. It is recommended that both U.S. and non-U.S. citizens verify current entry requirements before making international reservations.

### Gift Cards

- Minimum redemption amounts may be required to redeem your Fairmont Rewards, may vary by merchant, and are listed online at [chase.com](http://chase.com).
- Additional redemption terms and conditions, if applicable, will be available on [chase.com](http://chase.com) prior to checkout.
- Please see the merchant’s gift card/certificate website for additional terms and conditions, which, if permitted by law, are subject to change at sole discretion of merchant.
- Gift cards/certificates are valid at participating merchants only, through the expiration date, if any, as permitted by law. Merchants participating in the Program are subject to change.
- Gift cards/certificates must be surrendered upon redemption and no photocopies will be honored.
- Gift cards/certificates have no cash value and are not exchangeable, redeemable, or transferable for cash, credit, or other items or rewards under any circumstances, and any unused portion will not be returned as cash unless otherwise noted on the gift card/certificate.
- Purchases in excess of the amount of the gift card/certificate are at the reward holder’s expense.

**Reward Delivery, Shipping and Handling:** Delivery time of rewards redeemed depends upon the reward. Some rewards cannot be shipped to foreign addresses. Expedited delivery may be available upon request for an additional charge. For all gift cards/certificates, all sales/use taxes, fees, surcharges, optional items and shipping and handling charges are the responsibility of the cardmember and will apply in accordance with the merchants’ policies in effect at the time of redemption.

### Reward Replacement

- To request a refund or replacement of gift cards/certificates, please call the number on the back of your Chase Card.
- A Chase advisor will review whether your reward redemption qualifies for a refund or replacement and you will receive a notification if the order is not available for refund or replacement.

### Miscellaneous

- We reserve the right to change redemption items offered in the Program at any time without notice. Redemption values for all items are effective 08/19/14, and are subject to change without notice. Administrative services for the Program are provided on our behalf by our agents.

- Individual merchants and service providers are wholly responsible for the quality and performance of any goods and/or services received as a benefit of this Program, including those received through redemptions and promotions. The listed merchants are not affiliated with us, nor are the listed merchants considered sponsors or co-sponsors of this program. Use of merchant names and/or logos is by permission of each respective merchant, and all trademarks are the property of their respective owners.
- Items are subject to availability and may be substituted with items of equal or greater value as necessary. Many redemptions are final; please check the applicable merchant's terms and conditions before you redeem. Any rules of the merchants relating to returns and exchanges of rewards apply. Merchants participating in the Program are subject to change.
- You are responsible for any tax liability, including disclosure requirements, related to participating in the Program (for example, the receipt of redemption items).
- These Redemption Rules, and any other rules provided by us or our agents, supplement the Program Rules and Regulations. We have no other obligation with respect to the Program beyond those described in these Redemption Rules, the Program Rules and Regulations, and any supplemental rules. These Redemption Rules supersede any prior versions of the Program Redemption Rules.

RPC0487  
08/19/14