

Rewards Program Agreement Updates.

Starting 3/13/2017, you'll no longer earn one additional Fairmont Reward for each \$1 spent when you use your card to book travel through the Chase Travel Center. You will still earn Fairmont Rewards on purchases made using your card as described in this agreement.

Fairmont Rewards Program Agreement

Important information about the program and this agreement

- Your Fairmont credit card account is issued by Chase Bank USA, N.A. The Fairmont Rewards program is offered through Fairmont Hotels & Resorts (U.S.) Inc. and Chase. This document describes how the Fairmont Rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:
 - › “agreement” means this document
 - › “program” means this Fairmont Rewards program
 - › “account” means your credit card account that is linked to this program
 - › “card” means any credit card or account number used to access your account
 - › “we,” “us,” “our,” and “Chase” mean Chase Bank USA, N.A. and its affiliates
 - › “you” and “your” mean the person responsible for the account and for complying with this agreement
 - › “authorized user” means anyone you permit to use the account
 - › “Fairmont Hotels” means any hotel or resort property operated or managed by Fairmont Hotels & Resorts (U.S.) Inc. or its affiliates, subsidiaries or parent companies, excluding any Raffles or Swissotel-branded properties
 - › “Fairmont Rewards” are the rewards you earn under the program
 - › “purchases” is defined in the section of this agreement titled *How you can earn Fairmont Rewards*
- We may make changes to the program and the terms of this agreement at any time. For example, we may:
 - › add new terms or delete terms
 - › change how you earn Fairmont Rewards
 - › change how you use Fairmont Rewards
 - › change what you can get with your Fairmont Rewards
- We may temporarily prohibit you from earning Fairmont Rewards, using Fairmont Rewards you've already earned, or using any features of the program.
- We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- This version of the agreement takes the place of any earlier versions, including those that were called “Rewards Program Rules and Regulations.” We may continue to refer to this agreement as the Rewards Program Rules and Regulations in communications about the program and in supplemental terms, conditions, disclosures, and agreements.

Notice of changes

- We'll give you 30 days notice of the following types of changes to the program or this agreement:
 - › if we add or increase fees applicable to the program
 - › if we change the rate at which you earn Fairmont Rewards
 - › if we limit the number of Fairmont Rewards you can earn
 - › if we cancel the program
- We'll send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as chase.com or the Chase Mobile App.
- We'll give you notice of other changes to the program or agreement by posting an updated copy of this agreement when you log in to our website, chase.com/fairmontrewards.
- We won't provide notice when we change what you can get with your Fairmont Rewards. You understand and agree that we can make these changes at any time. You can see what you currently can get with your Fairmont Rewards when you log in to our website, chase.com/fairmontrewards. **Future availability of any specific items isn't guaranteed.**

How you can earn Fairmont Rewards

- You'll earn Fairmont Rewards when you, or an authorized user, use a card to make purchases of products and services, minus returns or refunds (collectively, the “purchases”). Buying products and services with your card, in most cases, will count as a purchase; however, the following types of transactions won't count and won't earn Fairmont Rewards:
 - › balance transfers
 - › cash advances
 - › travelers checks, foreign currency, money orders, wire transfers or similar cash-like transactions
 - › lottery tickets, casino gaming chips, race track wagers or similar betting transactions
 - › any checks that access your account
 - › overdraft advances
 - › interest
 - › unauthorized or fraudulent charges
 - › fees of any kind, including an annual fee, if applicable
- **You'll earn:**
 - › **5 Fairmont Rewards** for each \$1 spent on purchases made at any Fairmont Hotels & Resorts property.
 - › **2 Fairmont Rewards** for each \$1 spent in the following rewards categories: airline tickets purchased directly with the airline; car rental agencies; local transit/commuting.
 - › **1 Fairmont Reward** for each \$1 spent on all other purchases.
- **Rewards Categories:** Merchants who accept Visa/MasterCard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with

Fairmont Rewards Program Agreement

Visa/MasterCard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you.

Please note:

- We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers on purchases in that category.
- Purchases submitted by you, an authorized user, or the merchant through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase Rewards categories, see www.Chase.com/RewardsCategoryFAQs.

Ways to earn bonus Fairmont Rewards

- We may offer you ways to earn bonus Fairmont Rewards through the program or special promotions. You'll find out more about the number of bonus Fairmont Rewards you can earn and any other terms at the time of the offer. The additional terms will be part of this agreement.

Other information about the earning and availability of Fairmont Rewards

- Fairmont Rewards are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus Fairmont Rewards posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than Fairmont Rewards earned from purchases or bonuses, then Fairmont Rewards will be deducted from your total Fairmont Rewards balance and may result in a negative Fairmont Rewards balance.
- You'll see Fairmont Rewards you've earned on chase.com and on your monthly card billing statement.
- Fairmont Rewards earned in a monthly billing cycle are generally available to be used at the beginning of the next billing cycle; however, Fairmont Rewards earned on purchases made near the end of a billing cycle may take up to one additional billing cycle to become available.

How you can use your Fairmont Rewards

- You can use your Fairmont Rewards to redeem for any available reward options. Options may include: Ovation Rewards certificates, gift cards, travel, and products or services made available through the program or directly from third party merchants.
- When you use Fairmont Rewards to redeem for gift cards and travel, each Fairmont Reward is worth \$.01 (one cent), which means that 100 Fairmont Rewards equals \$1 in redemption value. Redemption values for other reward options may be worth more or less than that.
- You are responsible for how Fairmont Rewards are used, including if you allow authorized users to access your Fairmont Rewards.
- To use your Fairmont Rewards, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum

amounts, as well as any additional terms and conditions, before you use your Fairmont Rewards.

- Once Fairmont Rewards have been used, the transaction is considered final and may not be canceled unless otherwise noted.
- The amount of time it takes for the delivery of items depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.
- Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility.
- We're not responsible for replacing lost, stolen or damaged redemption items, including certificates, tickets or gift cards or for a merchant's failure to honor them.

Ovation Rewards certificates

- You can use Fairmont Rewards for Ovation Rewards certificates through the program.
- Go to chase.com/fairmontrewards or call the number on the back of your card to order Ovation Rewards certificates.
- Ovation Rewards certificates are valid for one night stay in indicated room type, applicable room taxes, full breakfast for two in the hotel's all day dining restaurant and related taxes and gratuities only (excludes buffets and alcohol).
- Participating hotels are subject to change without notice; go to www.frhi.com/corporateincentives/ovationrewards/collections to see the current collections list.
- Some restrictions may apply to special event dates. Minimum night stays may be required. Length of stay restrictions may apply.
- Ovation Rewards certificates can't be used to pay for any incidentals, such as parking, service charges, other taxes or other expenses.
- Ovation Rewards certificates are not redeemable for cash and are void if sold for cash or other consideration.
- Ovation Rewards certificates don't expire.
- Ovation Rewards certificates can't be replaced if lost, stolen or destroyed.
- Ovation Rewards certificates may not be valid where restricted by law.
- Additional terms and conditions apply; go to www.frhi.com/corporateincentives/ovationrewards/termsconditions for complete terms and conditions.

Gift cards

- You can use Fairmont Rewards for gift cards and gift certificates through the program.
- Go to chase.com/fairmontrewards or call the number on the back of your card to order gift cards and gift certificates.
- Gift cards and gift certificates are valid at participating merchants only, and are subject to the issuer's terms and conditions, which, if permitted by law, address expiration policies and non-usage fees and can be changed at the sole discretion of the issuer.

Travel

- You can use Fairmont Rewards for available airline tickets and car rentals through the program.
- Call the Chase Travel Center toll-free at 1-855-234-2538 to book travel.
- You will be told the amount of any service fee, if applicable, before you book your airline ticket(s) through our toll-free number.

Fairmont Rewards Program Agreement

- If you don't have enough Fairmont Rewards to book your travel, you can pay the additional cost with your card. You can also book most travel through the program without any Fairmont Rewards by using your card to pay for it. Minimum Fairmont Rewards amounts may apply to some bookings.
- Additional terms, conditions and disclosures may apply and will be provided to you before booking your travel and will be part of this agreement.
- For airline ticket reservations, government-issued photo identification is required at check-in and must match the name on the reservation. For international travel, a passport is required and a visa may be required along with satisfaction of health requirements. Please contact the consulate of the destination country for current visa/passport and other entry requirements.
- For any change or cancellation requests, please call us at 1-855-234-2538. Change or cancellation fees may apply and will be charged directly to your account. Change or cancellation fees are based on the cash price of travel. If a refund is granted for travel booked in whole or in part with Fairmont Rewards, you'll receive a credit to your Fairmont Rewards balance for the amount of Fairmont Rewards used. If you fail to arrive for your booked travel arrangements as scheduled, all payments whether made with Fairmont Rewards or your card will be forfeited.
- All additional costs, such as baggage fees, seat fees, fees charged by the airlines, passenger facility charges, international entry or departure taxes and/or fees, any charges for incidentals and any applicable local taxes and fees, are at the traveler's expense. Travelers should be prepared to pay in cash, in local currency, on location directly to the travel service provider.
- All airline tickets will be issued as e-tickets, unless e-tickets are not available due to airline restrictions. If an e-ticket is unavailable, you'll be mailed a paper ticket at no charge. However, if an e-ticket is available and you request a paper ticket, you may be charged a service fee and shipping/handling charges. All paper tickets will be shipped within 48 hours to the address you provide.
- For car rentals, minimum age requirements may vary and there may be a maximum age.

Products and services

- We may give you opportunities to use your Fairmont Rewards for all or part of a payment for the purchase of eligible products or services directly through third party merchants or service providers. In order to do so, you may be required to register with the merchant or service provider, which may include providing your account information and agreeing to additional terms of use.
 - › To participate, you may be required to authorize Chase to share information about your account with the third party. We'll provide you with additional details as required by law.
 - › We'll deduct the number of Fairmont Rewards that you use from your program Fairmont Rewards balance. Your Fairmont Rewards balance may not reflect pending transactions until the order has shipped.
 - › Returns and Fairmont Rewards refunds are subject to the policies of the third party.
 - › Any additional terms, conditions, disclosures or agreements provided by us or the third party related to the use of Fairmont Rewards will be part of this agreement.
- We may give you opportunities to use your Fairmont Rewards to pay for products or services from third party merchants directly through the program.

- › Products or services may not always be available and may change without notice.
- › Any additional terms, conditions, disclosures or agreements provided by us related to the products or services you obtain will be part of this agreement.

How you could be prohibited from earning or using Fairmont Rewards

- We may temporarily prohibit you from earning Fairmont Rewards or using Fairmont Rewards you've already earned:
 - › if you don't make the minimum payment on your account within 30 days of the due date.
 - › if we suspect that you've engaged in fraudulent activity related to your account or the program.
 - › if we suspect that you've misused the program in any way, for example:
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
- You can begin earning and using Fairmont Rewards again in the next billing cycle after your account becomes current or when we no longer suspect fraud or misuse of the account or program.

How you could lose your Fairmont Rewards

- **Your Fairmont Rewards don't expire as long as your account is open, however, you'll immediately lose all your Fairmont Rewards if your account status changes, or your account is closed, for any of the following reasons:**
 - › you don't make the minimum payment on your account within 60 days of the due date
 - › you fail to comply with this or other agreements you have with Chase
 - › we believe you may be unwilling or unable to pay your debts on time
 - › you file for bankruptcy
 - › we believe that you've engaged in fraudulent activity related to your account or the program
 - › we believe that you've misused the program in any way, for example:
 - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards
- If your account is closed for any other reason, you'll have at least 30 days from the date your account is closed to use your Fairmont Rewards, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your Fairmont Rewards during that time, you'll lose them.
- If we decide to cancel the program, you'll have at least 30 days from the date we cancel the program to use your Fairmont Rewards, as long as you don't lose them for any of the reasons described in this agreement. If you don't use your Fairmont Rewards during that time, you'll lose them.
- If we're notified of your death, your Fairmont Rewards will be automatically redeemed for cash in the form of an account statement credit, as long as the minimum cash redemption amount is available. If your Fairmont Rewards are below the minimum amount, you'll lose them.
- We won't reinstate Fairmont Rewards you lose, unless we've made an error.

Fairmont Rewards Program Agreement

Other important information you should know

- Fairmont Rewards aren't your property and have no cash value. Additionally, Fairmont Rewards can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in the program may result in the receipt of taxable income from Chase and we may be required to send to you, and file with the IRS, a Form 1099-MISC (miscellaneous income). You are responsible for any tax liability, including disclosure requirements, related to participating in the program. Please consult your tax advisor if you have any questions about your personal tax situation.
- We may assign our rights and obligations under this agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes you may have with any authorized users on your account about the program.
- Chase, Fairmont Hotels & Resorts (U.S.) Inc., the Fairmont Hotels, and their respective third party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Fairmont Hotels & Resorts (U.S.) Inc., the Fairmont Hotels and their respective third party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.
- You agree to indemnify and hold Chase, Fairmont Hotels & Resorts (U.S.) Inc., the Fairmont Hotels and their respective third party service providers, affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an authorized user's: use of the program, any fraud or misuse of the program, violation of this agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third party service providers that participate in the program are not affiliated with us and are not sponsors or co-sponsors of the program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.
- Participating merchants and third party service providers are responsible for the quality and performance of any products or services they provide. Chase and Fairmont Hotels & Resorts (U.S.) Inc. are not responsible for any aspects of the products and services provided by participating merchants or third party service providers.
- The program is void where prohibited by federal, state, or local law.
- This agreement and use of the program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the program.

- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about the program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- When you give us your mobile phone number, we have your permission to contact you at that number about all your Chase accounts and this program.
 - › Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account and program service calls, but not for telemarketing or sales calls.
 - › It may include contact from companies working on our behalf to service your account and the program.
 - › Message and data rates may apply.
 - › You may contact us anytime to change these mobile preferences.
- Let us know right away about any changes to your contact information using the Cardmember Services address or call the phone number on the back of your card.

Telephone monitoring

- You agree that Chase and its third party service providers may listen to and record telephone calls as part of providing program services.