Rewards Terms & Conditions Copy

Commerce Bank World Elite Rewards

INTRODUCTION

These Terms and Conditions are provided to Accountholders ("You" or "Your") by Commerce Bank ("Commerce") solely for the purpose of promoting the Commerce Bank World Elite Rewards Program ("Program") products, services and Reward redemption offers which are only available to individuals who are qualified Commerce Bank credit card holders and who have enrolled in the Program to obtain a Commerce Bank World Elite Rewards Account ("Rewards Account").

DEFINITIONS

1. Net Merchandise Purchases means purchases of merchandise or services on the Account, less any returned merchandise credits or service credits posted to the Account. Net Merchandise Purchases does not include Cash Advances, Balance Transfers or transactions using Convenience Checks or any associated fees, finance charges, traveler's checks, money orders or associated fees, money transfers or other fees, gaming chips, or fees or premiums for coverage or insurance to protect the balances of an Accountholder's Account. Questions concerning eligible transactions and what constitutes Net Merchandise Purchases will be determined in the sole discretion of Commerce.

POINT EARNINGS/ACCUMULATION

1. You will earn and accrue points based on purchase activity and usage of Your Commerce Bank credit card ("Account"), according to the following point earnings scale:
(a) one point for each U.S. Dollar of Net Merchandise Purchases, and
(b) two points for each U.S. Dollar of Net Merchandise Purchases made at Travel and Restaurant retailers*; and
(c) three points for each U.S. Dollar of interest accrued on the Account balance; and
(d) such other points as may be authorized by Commerce from time-to-time for special programs, promotions or transactions that may be offered for limited time periods and for which additional terms and conditions may apply; and
(e) A 5% annual point dividend will be awarded each calendar year (January 1 through December 31) when you make $50,000.00, or more, in Net Merchandise Purchases. The amount of the dividend will equal 5% of your total Net Merchandise Purchases made during the calendar year. The annual point dividend will be awarded within approximately 14 business days of the end of each calendar year. Example: $50,000.00 in Net Merchandise Purchases made in one calendar year will equal a dividend of 2,500 points.
2. We encourage You to frequently review Your Rewards Account Summary, which is available at the commercebank.com/rewards. Once posted to Your Rewards Account, these points are available to You should You choose to redeem them.
3. The points You earn will be credited to Your Rewards Account on a daily basis. Rewards Account activity is available online at commercebank.com/rewards. There is no limit on the number of points You can earn each year. You cannot earn points during any period in which Your Account is not open or is not in Good Standing**. If it has been more than thirty (30) days since the transaction and points are not reflected on Your Rewards Account Summary, please contact customer service. Inquiries must be made within sixty (60) days of the transaction.
4. No points will be retroactively applied to Your Rewards Account for otherwise qualifying transactions occurring during any period in which Your Account was not in Good Standing.
5. All transactions in U.S. Dollars for which points are awarded to You will be rounded to a whole-dollar amount for purposes of determining the number of points to be awarded.
6. You will automatically begin earning points upon opening Your Account and enrolling in the Commerce Bank World Elite Rewards Program. You may notify Commerce that You want to withdraw from the Program at any time.
7. Rewards Account Statements will be sent to You each month to the email address Commerce Bank has on record for You unless You choose to opt out of Rewards Account Statement emails. Individual transactions forming the basis for awarding points will not be shown on the statement—only total points earned less any point reduction for refunds, returns or adjustments, redeemed points and expiring points will be displayed. The frequency, timing, content or layout of the Rewards Account statements are subject to change from time-to-time at the discretion of Commerce.

**Merchants self-select the category in which they would like their transaction items to be listed. Please note some merchants may be owned by other companies, therefore transactions may not be counted in the expected category.*
***"Good Standing" means an Account that is not designated by Commerce as lost, stolen, credit-revoked, closed, bankrupt, charged-off, security fraud, past due or delinquent over 31 days, over-limit, or in Consumer Credit Counseling or recovery.*

REDEMPTION OF POINTS

8. You may redeem any points credited to the Rewards Account online at **commercebank.com/rewards**, by contacting the

Commerce Bank World Elite Rewards Service Center by toll-free number, or other methods as may be available from time-to-time and identified by Commerce. Redemptions are subject to point availability and other requirements contained in these Terms and Conditions.

9. Your points will not be available for redemption until posted to Your Rewards Account regardless of the date of the transaction for which points are earned.

10. Your points may only be redeemed if Your Account and Your Rewards Account are in Good Standing at the time of any point redemption.

11. Points earned by You on multiple Accounts enrolled in the Program will be consolidated and reported in a single Rewards Account. Consolidation of points into one Rewards Account will be based upon the person, as determined by Commerce, identified by name and social security number as the Primary Accountholder on each Account. The Primary Accountholder is the individual whose name appears first on the Account. Notwithstanding point Gifting Redemption, points are not Your property and may not be assigned or transferred to any person (including upon death or as a part of a domestic relations matter). Points have no cash value, no surrender value and no transfer value and cannot be used to offset any amount due from You to Commerce on the Account.

12. Points used by You for redemption will be those unredeemed points that have been on the Rewards Account the longest time.

13. Points earned by You may only be redeemed for an Airline Ticket Credit Redemption, a Cash Back Redemption, a Gift Card Redemption, an Electronic Retail Gift Card or "eCert", a Merchandise Redemption or a Point Gifting Redemption (collectively, a "Redemption Reward" or "Reward"). All redemptions are final. Commerce is not responsible for Rewards or correspondence lost or delayed due to U.S. Mail delivery.

AIRLINE TICKET CREDIT REDEMPTION

14. An **Airline Ticket Credit Redemption** provides a specific U.S. Dollar maximum allowance off any class airline ticket ("Ticket") on any airline carrier, to any destination, with no restrictions, blackout dates or seating limitations provided the Ticket is purchased through the Commerce Bank World Elite Rewards Service Center. Use of an Airline Ticket Credit Redemption for a specific travel itinerary will be limited by the availability as displayed or published in an airline industry Global Distribution System (such as Apollo) of airline carriers, traveling dates, flight schedules, fares, seating as well as airport restrictions or security restrictions such as those imposed by the U.S. Homeland Security Department or other federal or state agencies or regulatory authorities.

15. The minimum redemption level is 10,000 points per ticket. The cost of any Ticket that exceeds the amount of the Airline Ticket Credit Redemption must be paid at the time of the Reward redemption. The cost of any Ticket that is less than the amount of the Airline Ticket Credit Redemption will *not* result in the payment to You of the difference between the Airline Ticket Credit Redemption amount and the actual cost of the Ticket. Travel arrangements requiring issuance of paper Tickets must be booked at least five (5) Business Days prior to the scheduled day of airline travel to allow sufficient time for receipt of the Ticket and any other travel documents. A "Business Day" shall mean a day other than a Saturday, Sunday, federal holiday or other day on which commercial banks are authorized or required by law to close.

16. Airline tickets are NON-REFUNDABLE and NON-CHANGEABLE unless permitted by the terms of the fare and are subject to airline rules, penalties and fare difference charges. This includes taxes, destination charges and any other applicable fees.

Applicable Charges – Online Airline Ticket Credit Redemption:

- Airline Ticket Credit Redemption Fee - $00.00
- Companion Ticket Fee for Tickets booked not utilizing Reward points - $00.00
- Paper Ticket Fee for those bookings requiring a paper Ticket - $14.95

Applicable Charges - Rewards Service Center Airline Ticket Credit Redemption

- Airline Ticket Credit Redemption Fee - $40.00
- Companion Ticket Fee for Tickets booked not utilizing Reward points - $40.00
- Paper Ticket Fee for those bookings requiring a paper Ticket - $14.95

Additionally, all Tickets will be subject to applicable airline fees, penalties, and/or rules and restrictions.

17. Tickets for airline Rewards seats are limited to class of service/fare basis; capacity controlled and are subject to availability. NOTE: Specific seat assignments cannot be guaranteed. The agency will make their best effort to request Your preference. However, we recommend following-up with the airline directly to ensure Your seat request. When schedule changes occur, You must re-request a new seat assignment.

18. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents maintains any control over the personnel, equipment or operations of any airline carrier. The passage contract in use by the airlines, and other carriers will constitute the sole contract between You/Your travel companions and the carriers. The responsibility of any airline carrier to You/Your travel companion is limited to the airline carrier's contractual and statutory liability as a common

carrier.

19. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents shall be liable for any bodily harm and/or property damage which may result from Your participation in the Program, Airline Ticket Credit Redemption, nor for the performance by the airlines of the ticketed transportation. Commerce does not guarantee the availability of any flight on any airline or seats on any such flight. Commerce does not endorse, guarantee or warrant the goods and services offered by any airline.

20. Unused, lost, stolen, or otherwise destroyed Tickets or documents are not reusable or replaceable. Points are considered fully redeemed when an airline Ticket is issued and mailed or emailed to You.

CASH BACK REDEMPTION

21. A **Cash Back Redemption** provides a specific U.S. Dollar amount that, upon redemption of points, is applied as a credit to Your Account.

22. A Cash Back Redemption credited to Your Account will not substitute for Your payment obligation.

23. Cash Back Redemptions will be credited to Your Account within two (2) Business Days of Your redemption.

GIFT CARD/GIFT CERTIFICATE/ELECTRONIC RETAIL GIFT CARD or "eCERT" REDEMPTION

24. A **Gift Card/Gift Certificate/Electronic Retail Gift Card or "eCert" Redemption** allows You to redeem points for gift cards/gift certificates/electronic retail gift cards or "eCerts in various U.S. Dollar amounts for participating merchants. The complete variety of gift card/gift certificate/electronic retail gift card Rewards is subject to change and any merchant's participation may be discontinued at any time without notice.

25. The Commerce Bank World Elite Rewards Service Center will endeavor to issue a gift card/gift certificate within 7-10 Business Days of Your request. At the time of the gift card/gift certificate redemption, the Rewards Center will reduce Your points total by the number of points used to obtain the Reward(s). Electronic Retail Gift Cards ("eCert") will be sent within three (3) business days to the email address (and/or mobile phone) specified when the order was placed.

26. Gift cards/gift certificates/electronic retail gift cards will not be personalized and are transferable.

27. Gift cards/gift certificates/electronic retail gift cards must be presented to participating merchant partner for use. The Commerce Bank World Elite Rewards Service Center and Commerce make no guarantees, warranties or representations of any kind, expressed or implied with respect to the goods or services offered by any participating merchant; and shall not be liable for any loss, expense, accident, injury or inconvenience that may arise in connection with the use of such Rewards; or as a result of any defect in or failure of such Rewards. The Commerce Bank World Elite Rewards Service Center specifically disclaims any defect in or failure of such Rewards. The Commerce Bank World Elite Rewards Service Center and Commerce specifically disclaim any implied warranties of merchantability or fitness for a particular purpose. You are responsible for any taxes, fees, assessments or other charges, if applicable to any gift card/gift certificate/electronic retail gift card, including any late cancellation fees or other charges. Gift cards/gift certificates/electronic retail gift cards are void where prohibited by law. Use of any gift card/gift certificate/electronic retail gift card is subject to any additional restrictions contained on or with the gift card/gift certificate/electronic retail gift card. Please see the merchant's gift card/gift certificate/electronic retail gift card website and/or disclosures for additional terms and conditions, which are subject to change at merchant's sole discretion, if permitted by law.

28. A gift card/gift certificate/electronic retail gift card may only be used once. Mechanical reproductions, copies or facsimiles of gift card/gift certificate/electronic retail gift card will not be accepted. Additional terms and conditions appearing on the gift card/gift certificate/electronic retail gift card are to be interpreted in accordance with, and are incorporated into these Terms and Conditions.

29. There are no refunds, exchanges, replacements or conversions for currency, credit, other points or Rewards for no-shows or unused portions of Rewards. Lost, stolen, destroyed or expired gift cards/gift certificates/electronic retail gift cards may not be reissued or replaced.

30. Gift cards/gift certificates/electronic retail gift cards can only be shipped within the United States and its Territories. Rush delivery is available for retail and dining gift certificates, theme park tickets, and movie tickets for additional points. Items shipped rush delivery will be received within 2 business days. Rush delivery is not available for addresses outside of the United States.

31. Redemption of gift cards/gift certificates for the purpose of effecting a donation to charity are generally not tax deductible. You should check with Your tax advisor if You have further questions in this regard. Receipts stating the dollar value of the charitable donation made in connection with any redemption will not be given.

32. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents assume any responsibility for, and will not be held liable for any loss, injury, death or damage to any person or property, as a result of an experience Reward, or in transit to or from said experience Reward or any cause whatsoever due to accidents, delays, cancellation due to nature, mechanical breakdown, strikes, acts of God, inconvenience, or irregularity which You may suffer by reason of an experience Reward. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents assume any responsibility for any promises or claims, written or verbal, made by anyone other than those made in the Terms and Conditions provided herein.

MERCHANDISE REDEMPTION

33. A **Merchandise Redemption** provides You the ability to redeem points for select merchandise available in the Program.
34. Merchandise may be redeemed only with Program points. Cash may not be supplemented with points to redeem merchandise. All items are subject to availability; most orders will ship within two to four weeks from date of redemption. All substitutions offered at the time of redemption will be of equal or greater value. All point deductions are made at the time of order.
35. Returns are only accepted for merchandise that is damaged, defective or miss-shipped and reported with in 60 days of the receive date. The manufacturers' warranty, if any, applies to all items offered.
36. The offer is not available where prohibited by law. Items redeemed may be shipped within the contiguous forty-eight (48) United States only. Only standard shipping is available. Express delivery is not available. Ship-to address must include a street address; APO/FPO/PO Box addresses are not accepted.

POINT GIFTING REDEMPTION

37. A **Point Gifting Redemption** allows You to gift points to any Commerce customer who has obtained a Rewards Account in Qualified Programs. Additionally, You can utilize a Point Gifting Redemption to combine Your earnings from multiple Commerce Bank Accounts enrolled in Qualified Programs. Qualified Programs include Commerce Bank Rewards, Commerce Miles SM, Commerce World Elite Rewards and other rewards programs that may be added by Commerce, at Commerce's discretion.
38. To gift points You must provide the credit card Account number and last name of the person You will be gifting points to. Commerce will not provide this information. Once points have been gifted, these points will be deducted from Your Rewards Account.

POINT EXPIRATION

39. All points earned by You will accrue to and be available for redemption by You for five (5) years from the calendar quarter in which those points are posted to Your Rewards Account. Accrued, unredeemed points on the Rewards Account that were placed on the Rewards Account during the fifth preceding calendar year quarter expire and will be deducted from the Accountholder's Rewards Account balance of available, unredeemed points as of the end of that quarter. *(**Example**: unredeemed points that were credited to a Rewards Account during the first quarter of the year 2014 will expire and be deducted from the Rewards Account at the end of the first quarter of the year 2019.)* Points due to expire at the end of the current quarter will be shown on Your Rewards Account Statement, and on your Rewards Account Summary online at commercebank.com/rewards.
40. All points gifted to You, through Point Gifting Redemptions will accrue to and be available for redemption by You for one (1) year from the calendar quarter in which those points are posted to Your Rewards Account. Accrued, unredeemed points that were gifted to the Rewards Account during the one preceding calendar year quarter expire and will be deducted from the Accountholder's Rewards Account balance of available, unredeemed points as of the end of that quarter. *(**Example**: unredeemed points that were gifted to a Rewards Account during the first quarter of the year 2014 will expire and be deducted from the Rewards Account at the end of the first quarter of the year 2015.)*
41. Points due to expire within the next ninety (90) days will be shown on Your Rewards Account Statement, and on your Rewards Account Summary online at commercebank.com/rewards. There are no credits, exchanges or refunds on unused points. All unredeemed points on Your Rewards Account will, on the day of Rewards Account closure, be forfeited if Your Rewards Account is closed for any reason.

GENERAL TERMS/CONDITIONS

42. Commerce reserves the right, in its sole discretion, to suspend, cancel or modify the Program at any time and for any reason and without prior notice. Administrative services and travel agency services are provided by third party service providers.
43. Commerce reserves the right, in its sole discretion, to add, delete, change or revise the Terms and Conditions of the Commerce Bank World Elite Rewards Program including, but not limited to, qualifications for participation in the Program, Program features or procedures, the imposition or discontinuance of special promotions or offers, additions, deletions or revisions of Rewards offered, revisions of the amount of points required for Reward Redemption, revisions of point caps, limitations or expiration periods, revisions to disqualifying events or the imposition of new, revised or additional Program terms.
44. You will be responsible for both determining and paying any federal, state or local taxes, fees or other charges, if any, that may be imposed by any governmental or regulatory authority on Rewards obtained through the redemption of points, whether or not such taxes, fees or other charges are imposed at the time of point redemption or subsequently. Should Commerce be required to report taxes, tax reporting, if any, will be made to the tax ID number of the Primary Accountholder, regardless of which Accountholder redeemed the points.
45. Commerce reserves the right, in its sole discretion, to disqualify any Accountholder from participation in the Program and to cancel or invalidate any points in cases of actual or suspected abuse, fraud, violations of the Commerce Bank World Elite Rewards Program Terms and Conditions or any actual or suspected abuse or fraud with respect to the credit card Account or the Rewards Account.
46. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents will be liable

to You for any action or inaction any of them take or fail to take with respect to the Commerce Bank World Elite Rewards Program or any changes in the Terms and Conditions of the Program.

47. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents assumes any responsibility for, and will not be liable for, any financial loss, personal injury, property loss or damage, other loss, accident, delay, inconvenience, or irregularity which You and/or Your guest may suffer by reason of any act, default, non performance or wrongful, careless, negligent, or unauthorized act or omission of any Program supplier, its employees, or any third party.

48. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents will be responsible for any errors or omissions, or for any bodily injury or property damage that may result from participation in the Program nor for any damage, loss or expense of any nature resulting from the usage of any Reward, defects in any Reward or from any cancellation irregularity or mishap affecting the Reward received through the Program.

49. You agree to notify Commerce promptly upon the receipt of Your Rewards Account statement of any errors relating to the addition or deletion of Commerce Bank World Elite Rewards Program points on Your Rewards Account but in no event later than sixty (60) days after the error appeared on Your statement or Rewards Account Summary.

50. If no address is provided at the time of point redemption, Tickets and other Reward documents, if any, will be shipped to the address associated with the Rewards Account.

51. In the event You redeem points and obtain a Redemption Reward and thereafter any transaction on Your Account for which You previously obtained and used points, in whole or in part, to obtain a Redemption Reward is either refunded, credited or otherwise rescinded, Commerce may, at its discretion, cancel reservations, void travel documents, and/or withhold the subsequent awarding of points, or collect any amount(s) You owe, in any appropriate manner, including, but not limited to, the posting of an equivalent dollar debit for the retail value of the Redemption Reward You obtained in the form of a Cash Advance transaction to Your Account.

52. All trademarks, service marks and trade names used in this Program are with the permission of the respective Program suppliers. Program suppliers are in no way affiliated with Commerce, nor are they considered sponsors or co-sponsors of this Program. All trademarks, service marks and trade names used by Commerce in this Program, including the Commerce Bank World Elite Rewards Program design are property of Commerce Bank. No use of these may be made without the prior written authorization of Commerce Bank.

53. By accumulating and redeeming points under the Commerce Bank World Elite Rewards Program, You agree to all of the Program features, limitations and restrictions contained in these Terms and Conditions as well as any additional terms and conditions contained in any Programs, promotions or transactions that may be offered to You from time-to-time and any terms and conditions contained in any certificate, coupon or document issued to You under the Commerce Bank World Elite Rewards Program.

Online Rewards Center
commercebank.com/**rewards**
Access, manage and redeem your points by registering online

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