

# Clark Crown Endless Rewards Program

## TERMS AND CONDITIONS

### INTRODUCTION.

These Terms and Conditions are provided to Accountholders (“You” or “Your”) by Commerce Bank (“Commerce”), solely for the purpose of promoting the Clark Crown Endless Rewards Program (“Program”) products, services and reward redemption offers which are only available to individuals who are qualified Clark Crown Endless Rewards credit card holders and who have enrolled in the Program.

### STATEMENT EARNINGS.

1. You will earn Clark Crown Endless Rewards Statement Credits (“Rewards”) based on purchase activity and usage of your Clark Crown Endless Rewards credit card account (“Account”), according to the following earnings scale:
  - a. One & a half percent (1.50%) for each U.S. Dollar of Net Merchandise Purchases\* at Clark Crown branded locations only, rounded to the nearest penny; and
  - b. One percent (1%) for each U.S. Dollar of Net Merchandise Purchases\* at merchant locations, excluding Fuel and Service Station merchant categories, rounded to the nearest penny.
  - c. Such other Rewards as may be authorized by Commerce and Clark Crown 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.

*\*“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 any associated fees, finance charges, traveler’s checks, money orders or associated fees, gaming chips, or fees or premiums for coverage or insurance to protect the balances of an Accountholder’s Account. Net Merchandise Purchases at Clark Crown branded locations are defined as purchases made by consumers of gasoline, diesel fuel, other petroleum products, and convenience products for sale to the public at active Clark Crown licensee locations in select merchant category codes and does not include bulk purchases of fuels. Non-fuel and Service Station merchant locations are defined by select merchant category codes. Please note that merchants self-select the category in which transactions will be listed and some merchants may be inactive Clark Crown licensee locations or be owned by other companies, therefore transactions may not be counted in the category you might expect. Purchases made using Near Field Communication (NFC), virtual wallets, or similar technology may not be eligible for Rewards. Questions concerning eligible transactions and what constitutes Net Merchandise Purchases will be determined in the sole discretion of Commerce.*

2. You will automatically begin earning Rewards upon opening your Account. You may notify Commerce that You want to withdraw from the Program at any time. You cannot earn Rewards during any period in which your Account is not open and in Good Standing. **“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, Consumer Credit Counseling, recovery or over-limit.
3. Upon earning a minimum amount of \$25 in Rewards, when You make Your next Net Merchandise Purchase at a Clark Crown branded location, the Rewards You earn up to Your Account cycle date, will be eligible to be posted to Your Account as cash back in the form of a statement credit on the same date as Your Account cycle date. The Rewards will be posted to Your Account automatically. Rewards cannot be posted to Your Account during any period in which your Accounts is not open and in Good Standing.
4. No Rewards will be retroactively posted to your Account for Clark Crown transactions occurring during any period in which your Account was not in Good Standing. The Rewards will only be posted to Your Account if Your Account is in Good Standing at the time Rewards are to be posted to your Account.
5. The Account statement on Your Account will reflect the Rewards balance, Rewards earned, and Rewards posted to Your Account in the Rewards summary box. Rewards posted to Your Account will be displayed as a separate line item on Your Account statement labeled as “CLARK CROWN ENDLESS REWARDS”. The Rewards will also be displayed in the “Summary of Account Activity” box under the line item “Other Credits.”

The frequency, timing, content and layout of the Account statements are subject to change from time-to-time at the discretion of Commerce.

6. Of the total Rewards earned, the amount of Rewards eligible for redemption will be an amount up to, but not exceeding the total dollar amount of all purchases made at Clark Crown branded locations within that monthly billing cycle. In any month, Rewards not posted to Your Account statement will carryover and will be eligible to be posted as Rewards on a future statement. Example: If You earned \$30 in Rewards and made \$20 in Net Merchandise Purchases at Clark Crown branded locations during that month's billing cycle, \$20 in Rewards will be posted to Your Account automatically on Your Account's cycle date. The remaining \$10 Rewards balance will be carried forward and be eligible for a statement credit against future Clark Crown purchases once the Rewards balance exceeds the minimum amount of \$25.
7. A cash back Rewards redemption is applied as a statement credit to Your Account. The statement credit will reduce your balance, but a cash back Rewards redemption credited to Your Account will not substitute for Your minimum payment obligation. No Rewards will be made in the form of a check, gift certificate or other form of credit. Rewards can only be posted to the Account on which the Rewards were earned and are not transferable to any other Account.
8. All unredeemed Rewards on Your Account will, on the day of the Account closure, be forfeited if Your Account is closed for any reason.

#### **GENERAL TERMS/CONDITIONS.**

9. Commerce and Clark Crown reserve the right, in their sole discretion, to suspend, cancel or modify the Program at any time and for any reason without prior notice.
10. Commerce and Clark Crown reserve the right, in their sole discretion, to add, delete, change or revise the Terms and Conditions of the 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, revisions of the amount of Rewards offered, revision and/or introduction of minimum and maximum limitations and/or expiration periods, revisions to disqualifying events or the imposition of new, revised or additional program terms.
11. 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 Program, whether or not such taxes, fees or other charges are imposed at the time Rewards are awarded 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 Rewards.
12. Commerce reserves the right, in its sole discretion, to disqualify any Accountholder from participation in the Program and to cancel or invalidate any Rewards in cases of actual or suspected abuse, fraud, violations of the Program Terms and Conditions or any actual or suspect abuse, fraud or misuse with respect to the credit card Account or any other account You have with Commerce.
13. 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 Program or any changes in the Terms and Conditions of the Program.
14. Neither Commerce nor its third party service providers, their respective employees, officers, affiliates or agents will be responsible for any errors or omissions, 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 that may result from participation in the Program.
15. Neither Clark Crown 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 Program or any changes in the Terms and Conditions of the Program.
16. Neither Clark Crown nor its third party service providers, their respective employees, officers, affiliates or agents will be responsible for any errors or omissions, 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 that may result from participation in the Program.
17. You agree to notify Commerce promptly upon the receipt of Your Account statement of any errors relating to the Rewards on your Account, but in no event later than sixty (60) days after the error appeared on your statement.
18. In the event You obtain Rewards on Your Account and thereafter any transaction on your Account for which You previously obtained or qualified for Rewards, in whole or in part, is either refunded, credited or otherwise

rescinded, Commerce may, at its discretion, withhold the subsequent awarding of Rewards, 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 Rewards You obtained on your Account.

All trademarks, service marks and trade names used including the Clark Crown Endless Rewards Program design, are property of Commerce Bank and Clark Crown. No use of these may be made without the prior written authorization of Commerce Bank and Clark Crown.

*By accepting Clark Crown Rewards Statement Credits under the Clark Crown Endless 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 Clark Crown Endless Rewards Program.*