

## **NCD Financial Rewards Points Program Terms & Conditions**

NCD Financial, LLC ("NCD Financial," "we," "us") offers its customers ("Customers," "you") who buy NCD Financial products the opportunity to participate in the NCD Financial Rewards Program (the "Program") and earn reward points. The Program terms and conditions ("Terms & Conditions") govern the Program and NCD Financial's relationship with members of the Program. Membership in the Program is subject to the Terms & Conditions set forth below, and unless specifically indicated otherwise, these Terms & Conditions apply to all Customers participating in the Program.

If you require clarification or further information with regard to any of these Terms & Conditions, you may contact us at 3911 N. Schreiber Way, Coeur d'Alene, ID 83815 or send an email to [info@ncdfinancial.com](mailto:info@ncdfinancial.com).

### **1. Program Eligibility and Membership**

#### **General**

1. The Rewards Program is offered at the sole discretion of NCD Financial, and participation in the Program is subject to the Terms & Conditions and any other rules, regulations, policies or procedures that NCD Financial may adopt from time to time. NCD Financial has the sole discretion to interpret and apply the Terms & Conditions, and all related questions or disputes regarding these Terms & Conditions will be resolved by NCD Financial in its sole discretion.
2. NCD Financial may amend the Terms & Conditions at any time without notice.
3. Participation in the Program is generally available to all individuals that purchase a product from NCD Financial on or after May 1, 2012.
4. NCD Financial reserves the right to create and execute ad hoc incentive or benefit programs that may deviate from the Program. Eligibility for such ad hoc incentive or benefit programs shall be determined at the sole discretion of NCD Financial.

#### **Enrollment**

1. Customers that purchase a product from NCD Financial on or after May 1, 2012 automatically are enrolled in the Program. Each customer enrolled in the Program will be assigned a unique Rewards Program account number. We will mail each customer enrolled in the Program a Rewards Program card that displays the unique Rewards Program account number.
2. Individuals that have not purchased a product from us may enroll in the Program at any time by creating an account on our website at [www.ncdfinancial.com](http://www.ncdfinancial.com) or sending an email to [info@ncdfinancial.com](mailto:info@ncdfinancial.com). Each customer enrolled in the Program will be assigned a unique Rewards Program account number. We will mail each customer enrolled in the Program a Rewards Program card that displays the unique Rewards Program account number.

### **2. Rewards Program Benefits and Incentives**

#### **Earning Program Points**

1. You may earn Program points ("Points") when you make payments on your NCD Financial account. Additional points (Bonus Points) may be earned when certain purchases are paid in full or at our discretion.
2. Customers who are enrolled in the Program earn one hundred (100) Points for every dollar paid to NCD Financial.
3. Points begin to accrue when the initial layaway purchase period is complete and NCD Financial begins to finance the balance of your account or when your balance is paid in full, whichever occurs first. Once Points begin to accrue, you will receive Points for payments made during the initial layaway purchase period and for payments made from that point forward. For more information about our layaway program, visit our website at [www.ncdfinancial.com](http://www.ncdfinancial.com).
4. All Points are earned sixty (60) days after a payment is received by NCD Financial.

#### **Redeeming Program Points**

1. Subject to these Terms & Conditions, Points can be redeemed for Rewards.
2. In order to redeem Points for Rewards, you must not be in default under your NCD Financial Revolving Charge Agreement, as set forth in Section 4 of the Revolving Charge Agreement.
3. Points can be redeemed for certain products listed in the NCD Financial electronic catalog ("Product Reward") which can be obtained by emailing us.
4. All products that are eligible for a Product Reward are assigned a points value.
5. To redeem your Points for a Product Reward, you can call our customer service department at (208) 779-3200 or enter your Rewards Program account number during the online check-out process.
6. NCD Financial reserves the right to substitute a Product Reward of equal or greater value if a Product Reward is unavailable or for any other reason.
7. Points (not Bonus Points) also can be redeemed for cash ("Cash Reward"). Two thousand (2000) Points equal to one (1) U.S. dollar. Bonus Points are redeemed at twenty thousand (20,000) Bonus Points to one (1) U.S. dollar.
8. If you redeem your Points for a Cash Reward, we will apply the Cash Reward to your outstanding NCD Financial account balance (if any). If you do not have an account balance or you have enough Points remaining after we apply your

Cash Reward to your account balance to redeem cash, we will issue an electronic funds transfer to the financial institution tied to your NCD Financial account. If we cannot issue an electronic funds transfer, we will send a check to your last known mailing address.

9. To redeem your Points for a Cash Reward, you can contact our customer service department at (208) 779-3200 or log into your account on [www.ncdfinancial.com](http://www.ncdfinancial.com).

10. Points redeemed for a Cash Reward take up to twenty (20) days to process.

11. Neither Points nor Rewards are transferable.

12. Rewards will not be available to Customers that have not complied with all of the Terms & Conditions, as determined by NCD Financial in its sole discretion.

### **3. Modification, Cancellation and Termination**

1. The Program has no predetermined termination date and may continue until such time as NCD Financial, at its sole discretion, elects to designate a program termination date. NCD Financial has the right to terminate the Program by providing notice on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com). NCD Financial may terminate the Program without such notice, in whole or in part, in any jurisdiction(s), if required to do so by applicable law.

2. NCD Financial reserves the right to revoke, cancel or suspend any membership, Reward, and/or any and all unredeemed Points, or take other action at its sole and unfettered discretion, in cases of: (1) violation of these Terms & Conditions; (2) fraud or abuse involving the Program; (3) misrepresentation of any information or any misuse of this Program; (4) violation of any national, state or local law or regulation in connection with participation in the Program; (5) default under your NCD Financial Revolving Charge Agreement, as set forth in Section 4 of the Revolving Charge Agreement; or (6) any action to the detriment of the Program. In addition to discontinuance of Program membership, NCD Financial shall have the right to take appropriate administrative and/or legal action as it deems necessary.

3. Discontinued, revoked, or terminated membership will result in the loss of all accumulated Points and the closing of your account. If NCD Financial revokes your account for any reason, you may not reapply for membership and any account opened in your name and Points earned in that account shall be forfeited upon discovery.

4. If you cancel your membership, or if your account is closed due to inactivity, you may be eligible for membership at a later date, but you will not recover any Points forfeited from the prior membership or after 12 months of inactivity.

### **4. Limitation of Liability**

1. BY REDEEMING A REWARD, YOU AGREE THAT NCD FINANCIAL AND ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") WILL HAVE NO LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY YOU OR ANY PERSON FOR, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM OR THE REWARD.

2. THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR (A) LOSS OR MISDIRECTION OF, OR DELAY IN RECEIVING, ANY MEMBERSHIP CORRESPONDENCE OR REWARD; (B) THEFT OR UNAUTHORIZED REDEMPTION OF POINTS OR REWARDS OR USE OF REWARD CAUSED BY CIRCUMSTANCES BEYOND THE REASONABLE CONTROL OF NCD FINANCIAL, THE RELEASED PARTIES OR THEIR REPRESENTATIVES AND AGENTS; (C) ANY ACTS OR OMISSIONS OF THIRD PARTIES; OR (D) ANY ERRORS PUBLISHED IN RELATION TO THE REWARDS PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, ERRORS OF DESCRIPTION, AND ERRORS REGARDING ELIGIBLE PURCHASES OR ELIGIBLE REWARDS. WE RESERVE THE RIGHT TO CORRECT WITHOUT NOTICE ANY ERRORS.

3. IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY IN PERFORMANCE OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ANY ACT OF GOD, ACT OF WAR, NATURAL DISASTER, WEATHER, ACT OF TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY. THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER THE YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM ACCOUNT OF POINTS IN AN AMOUNT NO GREATER THAN THE NUMBER OF POINTS AT ISSUE.

4. WITHOUT LIMITING THE FOREGOING, EXCEPT AS SPECIFICALLY PROVIDED OTHERWISE IN THESE TERMS & CONDITIONS, THE REWARDS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

5. THIS SECTION WILL SURVIVE TERMINATION OF YOUR PARTICIPATION IN THE PROGRAM.

6. YOU ARE RESPONSIBLE FOR ALL APPLICABLE TAXES (FEDERAL, STATE, LOCAL, AND/OR FOREIGN) LEVIED UPON THE REWARDS REDEEMED BY YOU UNDER THE PROGRAM. This Limitation of Liability does not apply in New Jersey.

## **5. Additional Terms**

### **General**

1. NCD Financial's failure to enforce any right or provision of these Terms & Conditions does not constitute a waiver of that right or provision. NCD Financial may revise the Terms & Conditions at any time by posting the revised Terms & Conditions on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com). Your continued use of the NCD Financial website after the posting of any changes to these Terms & Conditions constitutes your acceptance of those changes. To view the most current version of these Terms & Conditions at any time, click on the "Terms & Conditions" link available on the Program webpage at [www.ncdfinancial.com](http://www.ncdfinancial.com).

2. We reserve the right to verify that Customers have at all times complied with eligibility conditions and the right at all times to monitor Customers' participation in the Program to ensure compliance with these Terms & Conditions. We also reserve the right to review, retain, and/or disclose any information that it collects from Customers through the Program as necessary to satisfy any applicable law, regulation, legal process, or governmental request. Calls to and from NCD Financial's Customer Service Teams may be monitored and/or recorded for training and security purposes.

3. If NCD Financial, its affiliates, or agents determine, in their sole discretion, that they suspect the presence of electronic forgery in the Program or if in fact this has been the case, or if technical difficulties compromise the Program's integrity, NCD Financial may cancel or modify the Program and/or cancel memberships under suspicion. Any attempt by a Customer or any other individual to deliberately harm the NCD Financial website or sabotage the Program's legitimate operation is a violation of penal and civil laws and NCD Financial reserves the right to seek redress against the responsible party or parties to the maximum extent allowed by law.

4. NCD Financial will not be held responsible for Customers entering incomplete or wrong information, or for the technical malfunction of the phone networks or the software or the combination of both, or for data lost, delayed, or spoiled. NCD Financial is not responsible for typographical or printing errors in any materials related to the Program. NCD Financial will not accept responsibility for damaged, lost, or misdirected email, mail, or faxes. Proof of emailing/posting/faxing is not proof of receipt.

### **Communications**

1. By enrolling in the Program, you authorize NCD Financial to communicate with you via various communication channels (including, without limitation, e-mail, post mail, telephone communication, and any other means of communication utilized by the Program).

2. You agree to allow NCD Financial, its affiliates, program administrator, and any rewards providers to store and use your contact information, including names, phone numbers, e-mail addresses, and other information provided to NCD Financial through the Program in accordance with NCD Financial's Privacy Policy.

3. You consent to such information being used in connection with furthering your commercial relationship with NCD Financial and with the Program only, and may be provided to contractors acting on NCD Financial's behalf: NCD Financial distributors who promote, market, and support certain NCD Financial products and services; and assignees of NCD Financial and its subsidiaries for uses consistent with that purpose. You may at any time and with future effect withdraw your consent to (or opt-out from) receiving marketing telephone calls and/or electronic communications from NCD Financial by informing NCD Financial at your online account found at [www.ncdfinancial.com](http://www.ncdfinancial.com).

### **Governing Law**

1. The Program, the NCD Financial website, and these Terms & Conditions are governed by the laws of the State of Virginia without regard to conflict of laws provisions. Any legal proceeding regardless whether on the basis of contract, tort, or on any other basis arising out of the use of, or in connection with, the Program, the Site, or these Terms & Conditions must be brought exclusively in a court of competent jurisdiction in Fairfax County, Virginia.

2. Rewards are offered in good faith, however they may not be available if prohibited or restricted by applicable law or regulation. If for any reason a court of competent jurisdiction finds any provision of these Terms & Conditions to be unenforceable, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms & Conditions, and the remainder of these Terms & Conditions will continue in full force and effect. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be resolved individually, without resort to any form of class action.

3. The awarding of Points and the redemption of Rewards are void where prohibited by law.