

## **Truist Deals Terms & Conditions**

The Truist Deals Program (the "Program") allows certain Truist Bank ("Truist") customers with eligible Truist Personal Credit Cards, Personal and Business Debit Cards, and Money Account Cards ("Card" or "Cards") to earn a statement credit or cash back when they use their Cards at retailers participating in the Program ("Participating Merchants"). Only Truist customers who have enrolled in Truist Online Banking at Truist.com or the Truist Mobile Banking App are eligible to participate.

Participating Merchants will offer a statement credit or cash back when customers use a Card to purchase certain items offered by the Participating Merchant ("Offer" or "Offers").

All customers who participate in the Program are subject to these terms and conditions (the "Rules") and any terms and conditions of an Offer established by Participating Merchants. These Rules supplement your Truist Bank Services Agreement, Money Account Cardholder Terms and Conditions, Truist Consumer Credit Card Agreement, and any other applicable agreement governing your Card account and associated services ("Account Agreements"). You agree to notify all other customers who have a card linked to your Card(s) of these Rules. Any customer who has a card linked to your Card(s) may be eligible to select and redeem Offers. In the event of a conflict between your Account Agreements and these Rules, the Rules will govern any matter relating to the Program while your Account Agreements will govern all other matters.

In these Rules, "Truist," "we," "our," and "us" refer to Truist. "You" and "your" mean every eligible person or entity who uses a Card. By participating in the Program, you agree to these Rules and agree that the Rules may be modified at our sole discretion, from time to time, with or without prior written notice. We reserve the right to terminate, modify, amend or suspend this Program in whole or in part at any time without notice to you. Your continued use of your Card constitutes your consent to these Rules.

### **1. Eligibility for the Program**

Cards are automatically eligible for the Program. There is no enrollment required. However, you must meet the Program requirements to participate and earn a statement credit or cash back, including: (a) your Card must be active and in good standing at the time any statement credit or cash back is applied to your Card account; (b) you have enrolled in Truist Online Banking at Truist.com; (c) you meet the terms and conditions established by a Participating Merchant on an Offer; and (d) you continue to satisfy all eligibility criteria that we establish for the Program.

### **2. Earning a Statement Credit or Cash Back from the Program**

The Program is only available to customers who have online access to the Card through Truist Online Banking at Truist.com or the Truist Mobile Banking App. You must log on to Truist.com or the Truist Mobile Banking App (the "Program Website") in order to see the list of Participating Merchants and the Offers. To be eligible for a statement credit or cash back in connection with an Offer, select the Offer by

clicking on it and the Offer will load to your Cards. You cannot redeem Offers and earn a statement credit or cash back unless you first select them at the Program Website.

Participating Merchants set the terms and conditions for each Offer. You should review the details of the Offer, including any expiration date, before you select it and load it to your Card. Once you have loaded it, you must complete the specified purchase, and meet any other terms of the Offer, to earn a statement credit or cash back. In general, a statement credit or cash back will not be earned for any portion of your purchase that you pay for with store credit, gift certificates or other payment types, nor for the amount of tax or shipping and handling paid on a purchase; ATM transactions; or any transaction violating any federal, state or local law.

We try to provide Offers to places you've shopped or to similar merchants where you may like to shop. Please note that we do not share any of your personal information with the Participating Merchants. We always protect your information in accordance with Truist's Privacy Policy. The Truist Privacy Policy can be found at <https://www.truist.com/privacy-policy>.

The Program is separate and independent from any Truist Consumer Credit Card Rewards Program in which you are enrolled related to your Truist Consumer Credit Card Account(s). Any cash back earned through the Truist Deals Program is not eligible for any deposit bonus or other incentives that may be available when you redeem your Truist Consumer Credit Card Rewards. Deals offered through the Truist Deals Program are available apart from any rewards you may earn through any Truist Consumer Credit Card Rewards Program and will not accrue in your Truist Consumer Credit Card Rewards Program account.

### **3. Statement Credits and Cash Back**

You will usually receive a statement credit or cash back earned on an Offer in the month following your purchase. If you have more than one Truist account, Truist initially sets a default account to receive the statement credit or cash back; however, you may change the default account to another account ("Designated Account") in "Settings" on the Program Website. An individual may change the Designated Account to any account in which they are a joint or individual owner. Only one Designated Account may be selected at any time.

Your Designated Account must be open and in good standing in order to receive statement credits or cash back. If your Designated Account is closed by you or by us but you have other open accounts available, we may – in our sole discretion – select an alternative account to apply a statement credit or cash back. If you have no open Truist accounts when the cash back or statement credit is to be applied, you will forfeit any cash back that has not yet been applied to an account.

We will show the amount of the statement credit or cash back for Offers applied to your Designated Account on the Designated Account statement and on the Program Website.

Participating Merchants establish the terms of an Offer and fund the corresponding statement credit or cash back. Cardlytics administers the Program including collection of funds due from the Participating

Merchants and remittance of these funds to Truist for applying to your Designated Account. You are not entitled to compensation from us or Cardlytics for the expiration or forfeiture of your Offers for any reason.

#### **4. Errors in Redemption, Statement Credit or Cash Back**

In the event you have questions or believe an error has occurred relating to your redemption of any Offers, please call Truist at 844-4TRUIST (844-487-8478), 24 hours a day, 7 days a week. You may also review the status of Offers on the Program Website.

Statement credit and cash back may take up to fifty (50) days from your purchase (date the charge appears on your Card account statement) to appear in your Designated Account or alternate account. If you believe that you have made purchases that should have earned a statement credit or cash back, but a statement credit or cash back has not been applied to your Designated Account or alternate account, you may contact us to investigate. If you do not contact us within ninety (90) days of your purchase date, we will not be obligated to investigate your request and your ability to claim a statement credit or cash back will be deemed waived.

#### **5. Limited Liability**

Unless otherwise required by law or as expressly stated in writing in an agreement between Truist and you, Truist and its affiliates, officers, directors, employees, or agents will not be liable to you, or anyone making a claim on your behalf, in connection with (i) any change in the Program; (ii) any claim relating to products or services of any Participating Merchant, whether or not arising out of the Program; (iii) any loss, damage, expense or inconvenience caused by any occurrence outside of our control; (iv) any content, products or service appearing on a website to which we provide a link from the Program Website; (v) any claim relating to the terms and conditions of any Offers; or (vi) any taxes that you incur as a result of receiving a statement credit or cash back. Participating Merchants are solely responsible for the Offers and funding of a statement credit or cash back to you. In any event, any liability that Truist may have to you in connection with the Program shall be limited to the amount of any statement credit or cash back from Offers which have earned in accordance with the Rules of the Program and that Truist has received from Cardlytics and the Participating Retailers.

#### **6. No Warranties**

Truist and Cardlytics do not: (i) endorse any Participating Merchants; (ii) make any express or implied warranty regarding any Participating Merchant's goods or services; (iii) assume responsibility for any Participating Merchant's obligation to you, including the payment of any statement credit or cash back offered by the Participating Retailer; or (iv) guarantee the performance of any Participating Retailer under the Program. Truist does not operate or control the products, services, or initial payment of Offers made by Participating Merchants. Participating Retailers are solely responsible for the funding of Offers through Cardlytics to Truist.

#### **7. Your Information**

We do not share your personal information with Participating Merchants. Please refer to the Truist Privacy Policy for more information about Truist's privacy practices. The Truist Privacy Policy can be found at <https://www.truist.com/privacy-policy>.

Offer alerts will be sent to you as reminders of new Offers, expiring Offers and other program information. You may opt out of receiving these Offer alerts by changing your alert settings at Truist.com. Cardlytics will not send you any Offer alerts. All Offer alerts will come directly from Truist.

## **8. Opting Out of Offers**

You may opt out of receiving Offers on the Program Website. If you opt out, you will not receive any further Offers. Purchases made after the opt-out date will not earn any statement credit or cash back even if you loaded an Offer to your Card before you opted-out.

You may continue to see Offers information and alerts until the change becomes effective. You will forfeit any statement credit or cash back that has not yet posted to a Designated Account upon cancellation of your participation.

## **9. General**

The Program is void where prohibited by law and subject to the Program Rules and the terms in your Account Agreement, including, but not limited to, the arbitration of disputes provisions contained in your Account Agreement.

This Program is offered at our sole discretion and we have no obligation to continue the Program or to make the Program available to you. We reserve the right to amend, cancel, change, discontinue, or suspend the Truist Deals Program, in whole or in part, at any time in our discretion with or without notice to you; any such action shall be effective as of the time we determine. You agree that any notice or communication we elect to provide you in connection with the Program, including (without limitation) any notice of a change in terms, may be provided to you electronically by either posting such notice at our website or by transmitting to your e-mail address any such notice (or a message as to the availability of such notice at our website). In any event, it is your responsibility to periodically review the Program Terms at our website to ensure that you are aware of the most current Program Terms.

## **10. Our Texts to You through the Truist Deals Program**

**By providing us with a mobile telephone number upon enrolling in the Truist Deals Program, you consent to receiving text messages from us at that number regarding advertisements or telemarketing messages related to the Truist Deals Program and you also consent to Truist or our agents or assignees texting you by any method at the phone number you provide, including our use of automated dialing equipment or an artificial or prerecorded voice.** The texts may also include account reminders and servicing information. Text messages will originate from TRU411 (878411).

**You are NOT required to agree to receive such advertising or telemarketing messages as a condition to participate in the Truist Deals Program.**

By providing your telephone number to us and by providing your initials here, you expressly agree to receive advertising or telemarketing messages pursuant to this paragraph.

a. Opting Out of the Text Program

To stop receiving text messages from a short code, you can opt out via text message by sending a text that says "STOP" 878411. You may also contact Truist Contact Center at 844-4TRUIST to inform us of your choice to revoke consent for these types of text messages. Requests received via mail, email, or in a branch are not acceptable. Please note you may receive messages related to suspected fraudulent or suspicious activity on your account if you opt out of Text Program Servicing short code (878478).

b. Text Messages through Carriers and Providers

You understand that messages may be delayed or impacted by factor(s) pertaining to your Internet service provider(s), phone carriers, or other parties. Truist and phone carriers will not be liable for losses or damages arising from any disclosure of account information to third parties, non-delivery, delayed delivery, misdirected delivery or mishandling of, or inaccurate content in, the messages sent through the Truist Deals Program.

Truist does not charge you a fee for receiving text messages, but you understand that your wireless service provider's standard message and data rates may apply to Deals texts sent through 878411, and charges may appear on your wireless bill or be deducted from your pre-paid balance. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text or other message services, including without limitation for short message service. Message Frequency may vary.

c. Questions about Text Program and Notifying Truist of Changes

For help, text "HELP" to 878411. Note that text alerts and related functionalities may not be available on all phones or equipment, or through all wireless carriers.

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