

# CompassPoints®

## Terms and Conditions

CompassPoints is a promotional rewards program ("**Program**") offered by BBVA Compass ("Bank," "we," "us" or "our"). In this Program, "you" or "your" means everyone that may be a business or consumer accountholder (joint or otherwise) on a BBVA Compass Credit Card, Check Card, Optimizer Secured Credit Card, Safe Spend Prepaid Card, or BBVA Compass Select credit cards. BBVA Compass reserves the right to disqualify any individual or joint account holders who violate these Terms and Conditions or violate any Program rules, terms, or conditions posted on the Websites listed below) or otherwise disclosed by BBVA Compass. CompassPoints® is a registered trademark of Compass Bank. BBVA Compass is a trade name for Compass Bank and these names may be used interchangeably in this Program. The rules of the Program are outlined below.

### Contact Information

Customers may contact BBVA Compass about the program, to make redemptions, or specific questions related to CompassPoints by calling or going to the websites listed below ("**Websites**"). Online Banking users may also access the Websites through the CompassPoints section of our Online Banking service.

Card Type	Phone Number	Website
BBVA Compass Select Credit Card	877-676-5172	<a href="http://www.bbvacompass.com/selectrewards">www.bbvacompass.com/selectrewards</a>
All other card products	87-REWARDS1 (1-877-392-7371)	<a href="http://www.bbvacompass.com/rewards">www.bbvacompass.com/rewards</a>

### Enrollment

BBVA Compass Consumer and Business Credit and Charge Cards eligible for CompassPoints® will be auto-enrolled in CompassPoints® and you agree to be bound by the terms of the Program. As of April 1, 2012, BBVA Compass Optimizer Secured Credit Cards and BBVA Compass Safe Spend Prepaid Cards are eligible to participate in the CompassPoints® Reward Program through the special retail offers provided on the Websites. BBVA Compass Optimizer Secured Credit and Safe Spend Prepaid Cards will be automatically enrolled in CompassPoints. Any BBVA Compass Consumer or Business Check Card (or Debit Card) must actively enroll and establish a Program account ("CompassPoints® account") to participate in the Program. You may enroll by visiting the Websites or calling the appropriate phone number for your product listed above. Any primary or authorized user of a BBVA Compass Check Card associated with the primary checking account can enroll in CompassPoints®. Immediately thereafter, all other check cards with access to the primary checking account are automatically enrolled in the Program and begin accruing points under one CompassPoints® account. Business Credit Card accounts will be automatically linked together based on the business entity name and owner information. If any existing BBVA Consumer or Business Check Card was enrolled in the Visa Extras rewards Program prior to August 1, 2009, the Consumer or Business Check Card will be auto-enrolled in CompassPoints® and you agree to be bound by the terms of the CompassPoints® rewards Program.

BBVA Compass Simplified Line of Credit accounts opened on or before July 1, 2011 will be auto-enrolled in CompassPoints® and you agree to be bound by the terms of the Program. Any Simplified Line of Credit account opened after July 1, 2011 will not be auto-enrolled in the program and will not earn new points unless issued through a BBVA Compass Special Promotion at the complete discretion of the bank.

CompassInspire® Credit Accounts are no longer be able to register for the program after August 31, 2012.

There is no charge for participating in the Program at this time. We reserve the right to change this policy and charge fees to the CompassPoints® account in the future. You will be notified in Online Banking or on the Websites if any fee changes occur.

## Earning Points

CompassPoints® accrue at a rate of one point for each dollar of net retail purchases made with your BBVA Compass Consumer and Business Credit Card. (As used in these Terms and Conditions, the term "**Compass Credit Card**" includes both Credit and Charge Cards issued by BBVA Compass and the CompassInspire® Platinum Card until June 1, 2012 when the CompassInspire Platinum Card became ineligible to earn points, but excludes the BBVA Compass Optimizer Secured Credit card, Check/Debit Cards, and Safe Spend Prepaid Cards from benefits of the CompassPoints® program except for qualifying retail offers.). A "**Qualifying Purchase**" is any qualified purchase, Internet purchase, phone or mail order purchase, bill payment, contactless purchase (purchase made by holding your BBVA Compass Visa Card or other device up to a secure reader instead of swiping your card), or small-dollar purchase for which you are not required to sign, made with your BBVA Compass Visa Card, that is processed or submitted through the Visa U.S.A. Inc. payment system. Payments of existing card balances, balance transfers, cash advances, ATM transactions, convenience checks, Interlink processed transactions, fees charged by us (for example, annual fees, finance charges, and related service charges, if any apply), payments made for prepaid and reloadable cards such as certain gift cards, Visa Buxx,® and similar cards, payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services), are not Qualifying Purchases for purposes of the Program. We reserve the right to determine, in our sole discretion, whether a particular BBVA Compass Visa Card transaction is a Qualifying Purchase. Call 1-87-REWARDS1 or phone number listed above to find out which cards are enrolled. Points only accumulate on Qualifying Purchases. Outside of special promotions, points do not accumulate on cash advances, balance transfers, or convenience check transactions. When merchandise purchased with your BBVA Compass Credit or Check/Debit Card is returned, the account credit will result in a reduction of CompassPoints®. Points also do not accumulate on fees, adjustments, or on any Card transactions in which you use a PIN number rather than signing a receipt.

BBVA Compass Consumer and Business Check/Debit Cards, BBVA Compass Optimizer Secured Cards, and Safe Spend Prepaid Cards earn points based on qualifying purchases made at participating merchants. Purchases must be made at participating merchants found at [www.bbvacompass.com/rewards](http://www.bbvacompass.com/rewards) to qualify, and the total points earned are dependent on each participating merchant's specific offer and may vary or be discontinued without notice.

As of June 1, 2012, CompassInspire® Credit Card accounts no longer earn CompassPoints, and after August 31, 2012, any points earned by CompassInspire® Credit Card accounts are forfeited. Access to points and the program through the CompassInspire® Credit Card account will no longer be available. Any points earned on other BBVA Compass cards will continue to be valid according to the terms and conditions.

CompassPoints® accrue at a rate of one point for each dollar accessed on your BBVA Compass Simplified Line of Credit through August 1, 2011. After August 1, 2011, no points accumulate on the BBVA Compass Simplified Line of Credit unless they are accrued through a special promotion initiated by, and at the complete discretion of, BBVA Compass.

**Earning Points at Specified Merchants.** Points may be earned at specific merchants. Points offered on BBVA Consumer and Business Check/Debit Cards, BBVA Compass Optimizer Secured Cards, and BBVA Compass Safe Spend Prepaid Cards will earn points through specified participating merchants. These specified card products will earn points at specified participating merchants in addition to 1 point for every \$1 in qualifying purchases. **BBVA Compass Select Credit Card products do not participate in the Earn More Program.**

Offers extended by participating merchants will allow you to earn points based upon the amount of your qualifying purchase. Offers extended by some participating merchants will allow you to earn points on online qualifying purchases only. Online offers at participating merchants must be accessed by clicking on the link for the specific offer on the Program Website. **If you go directly to the Participating Merchant's website, you will not earn points.**

You earn points based on the dollars you spend at participating merchants using your BBVA Compass Credit or enrolled Check/Debit Cards. Details of the Program, including a list of participating merchants, specific point offers and eligibility rules for such offers, are included on the Program Website.

The actual period of time it will take to receive points for any single eligible transaction may vary, and neither BBVA Compass, Breakaway Loyalty, nor Affinity Solutions shall be liable for any fees incurred by you or any other loss you may sustain as a result of your reliance on point redemptions.

If you return an item to a retailer, and as a result, receive either cash or credit after you have already earned points from a participating merchant, BBVA Compass reserves the right, within sixty (60) days of the date of the purchase transaction, to deduct from your point balance the points which you received as a result of the original purchase of the item.

Returns are subject to the return policy of the merchant from whom you purchased. If you return or cancel an item, we reserve the right to reverse any points earned from that sale without notice.

Accrued CompassPoints are redeemable for any item eligible for redemption through the Program based on the point values specified on the Websites or print catalog. Any point balance remains the property of BBVA Compass until redeemed, and the point balance will remain the property of BBVA Compass should customer fail to exercise redemption rights.

Exchanges make any purchases related to exchanges ineligible for points. In the process of an exchange, the merchant cancels the original purchase and replaces it with a new one. As a result, points associated with the original purchase get reversed and new points are not established because the merchant has created a new direct purchase (meaning the new purchase was not completed through CompassPoints program, but placed through the merchant directly). Because of this, the merchant will not honor any points, which means we have no points to pass on to you. To avoid losing the points: In future transactions please make sure all returns are final and that the transaction is not an exchange. To ensure you earn points, have the merchant refund your Credit or Check Card, and then re-place the order through CompassPoints to receive the designated points.

If you believe that you have made purchases that should have resulted in the addition of points to your accumulated points balance and you see that the points have not been reflected within thirty (30) days of your Qualifying Purchase (date the purchase appears on your credit card statement), you can call us at 1-87-REWARDS1 within ninety days of the date of such purchase and we will investigate the situation. If you wait longer than ninety (90) days, your ability to claim the points will be considered to have been waived.

We may ask you for documentation of the spending you contend should have resulted in an accrual of points. However, if the participating merchant does not fulfill its obligations with respect to the points, or if the participating merchant does not agree that the points should have been awarded, we will not have an obligation to add them to your points balance.

BBVA Compass and Breakaway Loyalty do not endorse nor have a relationship with any merchants that may be specified or engaged in the program and carry no responsibility for lost points related to incorrect merchant reporting.

## Linking Accounts

You may consolidate your eligible BBVA Compass Credit Card, Check/Debit Card, Optimizer Secured Credit Card, and Simplified Line of Credit accounts for you and the members of your household living at the same address into one CompassPoints® account for purposes of accruing and redeeming points. BBVA Compass Business Credit and Check/Debit Card points may only be combined into the authorized officer/owner's business account and only at the sole discretion of the business owner to allow cardholders associated with the business to accumulate or redeem points. To combine your points, follow the directions on the Websites listed above or call the phone number for your product above for assistance. CompassPoints® from more than one CompassPoints® account, however, cannot be transferred or combined for redemption purposes unless they are first consolidated into one household account. CompassPoints® are not transferable to other frequent traveler or merchandise programs. Multiple Compass Check Cards associated with one checking account are automatically linked and cannot be separated.

BBVA Compass Select Credit Cards may be linked to all other type cards. The BBVA Compass Select Credit Card rewards program will be applied to all other card types linked to a BBVA Compass Select Credit Card. If other products are linked to the BBVA Compass Select Credit Card, they can access the Program at [www.bbvacompass.com/selectrewards](http://www.bbvacompass.com/selectrewards) and if they access the Program at [www.bbbvacompass.com/rewards](http://www.bbbvacompass.com/rewards), they will be redirected to the previous mentioned site to access rewards.

BBVA Compass has discretion to combine the points earned by different cards issued for the same account on one statement. If you consolidate the accounts for your household, then one statement will be issued for the consolidated accounts.

You agree that you will not request that an account be linked to another account unless the accounts are eligible for linking as described in these Terms and Conditions. You agree that you will only request linking if you are the signer on the Check/Debit Card account. You agree that any signer on the account accessed by the Visa Check/Debit Card or an authorized user or employee on the credit card may request linking to other cards issued for that account. We may unlink accounts at any time and may terminate your ability to link accounts at any time without prior notice to you.

## Point Activity/Expiration/Forfeiture

CompassPoints® accumulated over thirty-six months: CompassPoints® not redeemed within thirty-six (36) months of having been earned expire on a first-in, first-out basis. In addition, if you do not use your enrolled BBVA Compass Credit Card, Optimizer Secured Card, Safe Spend, or Compass Check/Debit Card to make eligible purchases for twelve (12) consecutive months, all accumulated points for the account on which that card is issued will be forfeited and you may be removed from the CompassPoints® Program. BBVA Signature Credit Card points may be forfeited if no eligible purchases are made in twenty-four (24) consecutive billing cycles.

For BBVA Compass Select credit cards, there is no expiration date on points as long as the credit account remains active for 12 consecutive months. If an account becomes inactive, expiration begins 36 months from the inactive date.

For all products eligible for CompassPoints, excluding Business Credit Card accounts enrolled in CompassPoints and Rebates,® there is no maximum number of points you may earn. For those Business credit card accounts dual enrolled in both CompassPoints and the Business Rebate program, there is a cap of 300,000 points per year.

If you receive gifted points or purchase points, the gifted and purchased points will expire twelve (12) months from the date the points are gifted or purchased. See Point Gifting and Purchasing Points below.

## Eligibility

If any of your BBVA Compass accounts are past due, closed, overdrawn, or otherwise not in good standing, as determined by BBVA Compass, you will not be permitted to redeem CompassPoints® and CompassPoints® may not be credited to your CompassPoints® account. In addition, your account may be terminated and you may be required to forfeit your CompassPoints®

If you or the issuer of an enrolled card close the BBVA Compass Credit Card account or terminate a Compass account to which an enrolled Check/Debit Card is linked, whether or not it is delinquent or in good standing, all CompassPoints® earned on the closed account are forfeited.

BBVA Compass and any other issuers of cards eligible to participate in the CompassPoints® Program ("**Other Issuers**") are not responsible for any inaccuracies in CompassPoints® accrual, or any loss incurred that may arise in connection with the use of any travel services. BBVA Compass and Other Issuers are not responsible for the performance by any merchant, service provider, or common carrier. BBVA Compass and Other Issuers assume no liability for lost or stolen tickets. BBVA Compass may exercise its rights under this agreement at any time; a delay by BBVA Compass in exercising any right under this agreement does not mean that BBVA Compass has waived that right.

BBVA Compass employee business expense credit cards are ineligible for the Program. Points earned under previous programs will be honored; however, no new points will be earned.

## Redemption

CompassPoints® can be redeemed in increments specified in the CompassPoints® catalogue and on the Websites for gifts such as merchandise, travel, account credits, gift cards, or special promotional offers by visiting the Websites above or by calling the toll-free number provided.

If you live outside the United States, you are eligible to redeem only for Account Credits. All other redemptions are not allowed.

CompassPoints® may be redeemed for an account credit to be credited to an eligible BBVA Compass Credit, Optimizer Secured, Safe Spend Prepaid, BBVA Compass Select, or Check/Debit Card account associated with the CompassPoints® account. If more than one account is linked, you must choose the single account to credit or the credit will default to the account used at your CompassPoints® login. Please allow up to 14 business days for the credit to post to your Credit Card, Check/Debit Card, Optimizer Secured, Safe Spend, or BBVA Compass Select account. Redemption values may change at any time and BBVA Compass reserves the right to cancel this redemption option at any time.

CompassPoints® can be used to order gifts described in the current CompassPoints® brochure or on the Websites. The CompassPoints® brochure and Websites are revised periodically and discontinued items cannot be ordered. You may redeem your accrued points for merchandise gifts, from any redemption level, as long as you have the necessary number of CompassPoints® posted to your account. You may redeem your Points by visiting the Websites through Online Banking or the web addresses or phone numbers provided in the Contact Information section above.

CompassPoints® redemption requirements are subject to change without notice from time to time and gifts may be substituted at any time. Should a gift be discontinued after you have ordered it, it will be replaced with a gift of equal or greater value or you will be advised to make an alternate selection.

**Airline Tickets** will be for no more than the amount designated in the redemption schedule, including tax and destination charges, unless you elect to pay the difference in fare and have this amount charged to your Card account or Simplified Credit Line account on record with BBVA Compass. All airline ticket rewards are for coach class travel (unless otherwise noted) and confirmed at the airline's lowest applicable fare in the market. You choose the airline and travel dates, subject to availability. You are responsible for any taxes, fees, or other charges associated with the issuance of tickets for airline travel but not otherwise covered by the airline's redemption of travel rewards. Interim stopovers of more than four (4) hours, circle trips, or open jaw itineraries are not permitted. There is no limitation on the number of connections and there are no blackout dates. All airline ticket rewards are subject to availability. All airline ticket rewards are non-refundable and non-changeable, unless you elect to change the ticket directly with the airline and you are willing to pay any fees charged by the airline for changes. Tickets are subject to the applicable airline rules and regulations. The Program and BreakAway Loyalty are not responsible for communication of airline schedule changes. Flight reservations should be reconfirmed at least 72 hours prior to departure directly with the ticketing airline. The traveler will need to have a government issued photo ID at airport check-in. Failure to show for a ticketed flight reservation will invalidate the use of the airline ticket and result in forfeiture of redeemed CompassPoints® for the ticket.

**Air Travel Discount** rewards of any value are applied to the cost of the tickets. No refunds or credits are given for discounts exceeding the cost of the tickets.

All airlines used must be a member of the Airlines Reporting Corporation and provide booking and ticketing services in the Orbitz for Business network. All tickets will be issued as electronic tickets unless this service is not provided by the airline. You have the option of having paper tickets (if applicable), vouchers, itineraries, and other travel documents delivered to your Card account or Simplified Line of Credit account billing address via express courier and the cost charged to your Card account or Simplified Line of Credit Line. You may also elect to have tickets, vouchers,

itineraries, and other travel documents delivered to your billing address by uninsured first class mail. YOU ASSUME ALL RISK AND RESPONSIBILITY for lost, stolen, or otherwise destroyed tickets. **Rewards Cards**, once issued are non-refundable and non-cancelable. You assume all risk and responsibility for lost/stolen, or otherwise destroyed Reward Cards.

**Hotel Certificates/Gift Cards**, once issued are non-refundable and non-cancelable. You assume all risk and responsibility for lost, stolen, or otherwise destroyed certificates or gift cards. The hotel merchants offered in the Program are not affiliated with, nor are they sponsors of the Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants. Hotel and travel offerings may change at any time without notice. The account holder is responsible for making hotel reservations. Check with the hotel regarding participation and availability at the time of reservation.

**Cruise Rewards**, once booked, are non-refundable and non-cancelable. All cruise redemptions must be booked at least 60 days prior to the requested sailing date. Cruise rewards are based on double occupancy for an interior cabin. At least one member sailing must be 21 years of age or older. Changes are subject to change fees imposed by cruise line.

**Rental Car Travel Vouchers** are valid at participating locations toward a rental made in accordance with the terms and conditions of the rental agreement, up to the amount stated on the certificate. The renter must meet the age, credit, and driver qualifications in effect at the time and place of the rental and must meet the minimum standards of the rental company. Advance reservations are recommended. Travel voucher use is determined by the rental company.

**Mortgage Rebates** are issued through a check to the mortgage or home equity lender specified by the customer. Mortgage rebate checks will be issued within 30 days of request. BBVA Compass does not guarantee delivery of the check or accuracy of the information provided by the account holder. Checks will be sent out by regular mail. Account holders may request BBVA Compass to stop payment on a lost or stolen Mortgage Rebate check, but the Bank is not obligated to reissue Rebate Checks. If the Bank is successful in preventing payment of the lost or stolen Mortgage Rebate Check and determines, in its sole discretion, that it has no liability to a third party for stopping payment, then the Bank may reissue the Mortgage Rebate Check. Mortgage Rebate checks expire 90 days after the issue date stated on the check. If a Mortgage Rebate Check is not cashed by the mortgage or home equity institution during that period, the Bank may, but is not required to, void the Mortgage Rebate Check and is not required to replace it, or the points that were redeemed for the item, or provide any other form of payment for the Mortgage Rebate represented by the Rebate Check. It is the Account holder's responsibility to notify the Bank if their mortgage or Home Equity institution has not received the Check and posted it. The Mortgage Rebate does not constitute a payment on the mortgage or home equity account that is indicated in the redemption. BBVA Compass is not responsible for late fees, service fee, or any other fees that may be charged by your mortgage or home equity institution.

**Charitable Donations** are administered by justgive.org. The Program is not affiliated with justgive.org or any charities available through them. Please consult the justgive.org website for tax information as BBVA Compass is not responsible for providing tax documentation for any redemption made for charitable donations. Please consult with a tax advisor for direction on charitable donation eligibility and documentation. Additional charitable organizations may be added and are not affiliated with BBVA Compass. Please consult their websites for details on their charitable organization and policies.

**Flexible Credits** are available on transactions made in the last 60 days and can be selected for an account credit. Please allow up to 14 business days for the credit to post. Only one credit per

transaction allowed. **Flexible credits are only available for BBVA Compass Select Credit Card Accounts.**

**Auctions** are hosted, managed, and operated by BreakAway Loyalty, a third-party auction service provider that is not affiliated with the Bank. The Bank is in no way responsible for the actions of BreakAway Loyalty, and neither the Bank nor BreakAway Loyalty is an auctioneer. Participation in an auction is available to select Bank credit card customers at the Bank's sole discretion. Auctions are subject to the terms and conditions set forth herein.

Eligible participants ("Bidders") must be United States residents and have the capacity to enter into legally binding agreements. The Bank reserves the right to exclude anyone from an auction who fails to follow the terms and conditions.

Auction Rules: Bidders may use CompassPoints to bid for and purchase prizes in an auction-style format. For each item featured in the auction, a complete description of the item and its minimum bid requirements, auction term, bid increments, and other applicable information will be included. Only Bidders with sufficient amount of CompassPoints will be able to place a bid. Once a bid is placed, it cannot be cancelled. Bidders with the highest CompassPoints bid at the end of the auction term ("Winning Bidder") must claim in the time specified or else risk forfeiting the prize. Winning Bidders will be emailed upon conclusion of the auction. Upon the end of the auction, the CompassPoints withdrawn from Winning Bidder are non-refundable; however, all other participants in the auction will have their CompassPoints returned to their respective accounts. BBVA Compass has the discretion to limit the number of auctions that Bidder may participate in.

Winning Bidder will be notified of any delays or inability to deliver the item and appropriate remedies will be determined by the Bank. All items are non-refundable. All applicable local, state, or federal taxes with respect to any items in the auction shall be at the sole responsibility of Winning Bidder.

Auction Liability: The Bank and BreakAway Loyalty are in no way liable for the auction service's malfunction, interference, or website delay. Additionally, the Bank and BreakAway Loyalty will not be held responsible for any errors within the auction website platform that may affect the auction's content or ability to perform.

Any experiential travel or vacation package is non-refundable and non-cancelable. Any participating merchant is not a sponsor of this Program. The account holder is responsible for making reservations and completing any requirements requested to complete the reservation. The Program is not responsible for any additional fees incurred related to booking or travel with a package.

The Program is not affiliated with any of the merchant gift cards offered and the merchant gift cards offered are not sponsors of this Program. Names and logos are registered trademarks and cannot be used by any person or company without written approval from the individual merchants. Gift card offerings may change at any time without notice.

Any award that is shipped will ship UPS, USPS, or an accepted domestic delivery service and will usually deliver within 2-4 weeks. Shipments cannot be made to a post office box, an APO address, or outside the 50 United States.

A gift can only be exchanged in the event that it arrives in defective or damaged condition. Be sure to note any exceptions, damages or shortages on the delivery receipt before signing to accept gift/freight shipment. Instructions on how to return defective or damaged items are included with your



gift. If you need additional information, please call 1-87-REWARDS1. Items must be returned within 30 days of receipt.

Redemption values for any redemption item may change at any time without notice. Compass reserves the right to cancel any redemption option at any time. You may redeem for your account credit at the Websites or phone numbers provided in the Contact Information section above.

## Using Points for Charges

In the sole discretion of BBVA Compass, we may permit you to use points towards eligible charges, including at the point-of-sale with participating merchants. We may change which charges and merchants are eligible charges and merchants, as well as what restrictions may apply, at any time without notice. Generally, these charges must occur in the United States or a United States territory.

When you use points for charges, you may be required to have a minimum number of points to cover a specific amount of the charge or the total amount of the charge, including any tip. Whether or not points are used for the total amount of the charge, the available credit on your Card account may be reduced temporarily by the total amount of the charge. The points will be deducted from your Program account, and an accompanying credit may be applied to your Card account as necessary to adjust any temporary reduction in credit. If the charge is successfully processed using points, the amount of the charge paid with points may not appear on your Card account statement as part of the transaction amount but may appear as a rewards' point reduction. We will make reasonable efforts to notify you if a processing error occurs and we are unable to complete your redemption for an eligible charge. If this happens, points will not be deducted from your Program account and the associated charge will still appear on your Card account.

You may be required to agree to additional terms and conditions to use points for charges.

## Point Gifting

You may gift points to other CompassPoints® accounts and/or participants. Gifting points is free. Points may be gifted in any denomination and can only be gifted to accounts that are open and in good standing. Gifted points expire twelve (12) months from the date the points are gifted.

## Point Purchases

Points may be purchased beginning at 2,000 up to 25,000 at a rate of .0175 per point. Point purchases begin at \$35. These purchases must be charged to your BBVA Compass Credit, Check, or Optimizer Secured Card. Point purchases will earn points on enrolled cards that are eligible to earn points and are not refundable. Points purchased expire 12 months from the purchase date.

## Build Your Own Rewards

BBVA Compass Select Credit Card customers may select bonus point categories to earn additional points. Bonus point programs and categories are subject to change or cancellation at any time without notice at the sole discretion of BBVA Compass. Points earned through Build Your Own Rewards for the BBVA Compass Select Credit Card customers have no earning cap and bonus point categories can be changed once every 90 days by customer-initiated request. Please refer to

the disclosure posted with Build Your Own Rewards at [www.bbvacompass.com/selectrewards](http://www.bbvacompass.com/selectrewards) for more information. If you do not select bonus categories, the bonus categories will default to 3 times the standard points on Airline travel and 2 times the standard points on dining and hotels. BBVA Compass Credit Card customers (other than BBVA Compass Select Credit Card customers) should refer to [www.bbvacompass.com/rewards](http://www.bbvacompass.com/rewards) for more specific information regarding the program. Build Your Own Rewards Program subject to change or cancellation without notice.

## Point Bonus Programs

Point bonus programs and categories are subject to change or cancellation at any time without notice at the sole discretion of BBVA Compass. Please refer to the specific point bonus offer disclosures (if applicable) provided with your account opening materials for details regarding point bonus programs available to your specific account with BBVA Compass.

## Communications

BBVA Compass may send you a periodic statement in the mail that will tell you how many CompassPoints® you have earned and how to redeem your CompassPoints.® Compass may also email you periodically about promotional offers, point balances, and general program updates. Statements are not mailed to accounts with 100 or fewer CompassPoints. Providing periodic statements for CompassPoints is done at the sole discretion of BBVA Compass.

If you use the CompassPoints® Program Websites, we are not obligated to provide any additional communications. We also reserve the right to terminate your participation in the CompassPoints® Program at any time at our sole discretion.

## Customer Service

If you have a problem or question regarding whether you earned points from a particular transaction, whether your points were properly redeemed or the status of your redemption order, or any other question regarding the Program, you can go to the Websites, call the phone numbers above, or mail to P.O. Box 680234, Marietta, GA 30068-0004.

If you choose to contact us by e-mail, send your full name and address and the issue. Do not send your card number or other personal financial information by e-mail.

If you contact us regarding an error or mistake with respect to your CompassPoints® account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date or the date of the alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for CompassPoints®, will be resolved by us in our sole discretion.

## Canceling Program Participation

You may cancel your participation in the Program at any time by calling 1-87-REWARDS1. Your point total in CompassPoints® will be forfeited and cannot be transferred to another CompassPoints® account. Any negative point balance will carry over to another CompassPoints® account that may be set up at a later time for the same card account.

## Disclaimers/Limitations

Any and all taxes on points, accommodations, or services in connection with the CompassPoints® Program are the responsibility of the cardholder. Please consult with a tax advisor concerning any income or other tax consequences that may be related to CompassPoints®

Neither BBVA Compass, BreakAway Loyalty, nor any of our agents shall be liable for any bodily harm and/or property damage that may result from your participation in the Program, redemption of Points, or for the performance by any airline for transportation services or any other type of goods or services whatsoever provided or to be provided through the Program. We do not endorse, guaranty, or warrant the goods and services offered by any airline, cruise provider, lodging establishment, or any other travel vendor, retailer, or other type of service or product suppliers participating in the Program. To the fullest extent permitted by law, we and BreakAway Loyalty hereby specifically disclaim any representations or warranties, express or implied, regarding the Program, Points, travel rewards, and any products or services, including any WARRANTY OF MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE or implied warranties arising from course of dealing or course of performance.

## Termination or Changes to the Program

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