Arvest Flex Rewards™ Program

Terms and Conditions

Effective 05-27-2020

These terms and conditions, as amended from time to time as described herein, constitute the agreement (the “Agreement”) between you and Arvest Bank, Fayetteville, Arkansas (“Arvest,” “we” or “us”), that governs your participation in the Arvest Flex Rewards™ Program (the “Program”) made available by Arvest. By participating in the Program, you can earn points (each, a “Point” and collectively, the “Points”) for certain purchases made using an eligible credit card issued by Arvest (the “Card”) to be redeemed by you for certain products and services offered through the Program (each, a “Reward” and collectively, the “Rewards”). These Points will accrue to your Card account (the “Account”) and be reflected on your monthly statement for the Account.

Eligibility
To earn and redeem Points, you must be the holder of an eligible Card. Some holders are automatically enrolled in the Program. Other holders must choose to enroll. We reserve the right to rescind your eligibility to participate in the Program if your Account status changes. And, we may cancel the Program at any time without prior notice to you.

Point Accrual
Once your Card is enrolled in the Program, you will earn one Point for every dollar in net qualified purchases (i.e. purchases minus credits and returns) for goods and services posted to your Account, rounded to the nearest whole dollar. Points earned during a billing cycle will not be available for redemption until the beginning of the next billing cycle. You will not earn Points for any purchases you made before enrollment in the Program. The Points are subject to adjustment due to system or posting errors and will not accrue or be earned on (a) cash advances (no matter how designated), balance transfers, wire transfers, purchases/reloading of prepaid cards or purchases of other cash equivalents, off-track wagers and lottery ticket or casino chip transactions, or (b) any finance charges or other fees posted to your Account, including, without limitation, late, over-limit and annual fees, if any.

Credits and returns also do not earn Points. Any returns posted to your Account may reduce the number of Points available to you by the dollar amount of the credit, rounded to the nearest whole dollar. Although the redemption of Points is not allowed if it will result in a negative Point balance in your Account, negative Points will post to, and be reflected on, your monthly statement if returns or credits exceed purchases.

If you redeem Points earned from a qualified purchase that is later refunded, we may (a) cancel reservations and void travel documents; (b) cancel your order of any event tickets; (c) interrupt shipment of the Reward; (d) stop payment on any checks; (e) withhold subsequent earned Points; (f) collect any amounts you owe by charging an equivalent dollar amount to your Account in the form of a cash advance; or (g) take such other actions as we deem necessary in our sole discretion.

If you do not have enough Points available to redeem for certain eligible Rewards, you may redeem Points for a portion of the cost of the Reward and charge the remaining balance (reflected in dollars) to your Account.

Linking Accounts
You may be eligible to link multiple Card accounts and use Points earned from each of these accounts when redeeming for Rewards. You must contact us at 800-356-8085 to link Card accounts. Additional requirements will apply. All principal owners listed on the Account must approve the pooling of Points, and any principal owner on the Account or any linked Card account can redeem all available Points within the pool even if not earned by the principal owner redeeming the Points.

Point Balance; Expiration; Forfeiture
Points earned on qualified purchases during a billing cycle will be displayed at the end of the billing cycle on the statement on which the qualified purchases appear. Points expire at the earlier of (a) three years from the end of the calendar month in which you earned them, or (b) one year after Program termination. Further, as long as your Account is maintained at Arvest in good standing, you will not lose Points until the Points have expired. If you close your Account while it is in good standing and cancel your participation in the Program while keeping your Account open, you will have 120 days after such closure or cancellation, as applicable, to redeem your Points. You will immediately forfeit all of your Points earned in the Program if (a) your Account is not in good standing at the time it is closed, (b) you attempt to use or earn Points in a fraudulent way, or (c) we cancel your Account or any other Card account for any reason, including your death, bankruptcy or insolvency.

Points earned (i) are not your property or the property of any other person, (ii) have no cash value, (iii) cannot be combined with points or miles from any other loyalty program, and (iv) cannot be redeemed for any benefit except as described in this Agreement and in accordance with any requirements of the suppliers of the Rewards. You may not transfer Points to anyone else under any circumstances, whether by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce, or otherwise. Points are not refundable or exchangeable and may not be used with any other discount or coupon offer. No cash refunds or partial Rewards will be issued.

Redemptions
You may redeem Points for a variety of Rewards, including airline tickets, hotel stay certificates, event tickets, car rentals, cruise packages, retail merchant gift cards, cash back and statement credits. All Rewards are subject to availability. Rewards may be added, discontinued or withdrawn without notice. We are not responsible for communicating about changes by suppliers of Rewards participating in the Program. A current list of Rewards is available online at www.arvest.com/rewards (the “Rewards Website”). You can only use Points for Rewards that are currently available. Some Rewards may have additional terms and conditions, including those from our suppliers. You can go to the Rewards Website to redeem Points 24 hours a day. You can also call us at 800-356-8085 for redemption inquiries, orders...
and travel bookings. Hours are 8 a.m. to 8 p.m. CST, Monday - Friday, and 8 a.m. to 7 p.m. CST, Saturday - Sunday, with the exception of major holidays when we are closed. We may refuse your request to redeem Points if your Account is not in good standing with us.

Current cash or cash equivalent Reward values and their Point requirements are available on the Rewards Website and are subject to change.

Only principal owners listed on the Account or linked Card accounts may redeem Points. Redeemed Points will be utilized on a “first earned-first redeemed” basis, regardless of the Card account on which they were earned. Redemption is not allowed if it would result in a negative Point balance. Redemption amounts will vary. The minimum redemption for Travel Tier 2 Rewards (airlines and vacation packages) is $200. The minimum redemption for Travel Tier 1 Rewards (rental cars, hotels, tours and attractions) is $100. Travel and hotel reservations booked through the Rewards Website for less than the minimum redemption will not be eligible for Rewards redemption and will incur a booking fee. The minimum redemption for gift cards and event ticketing is $50 and $1, respectively. The minimum redemption for a credit to your Account or cash back to your Arvest checking or savings account is 2,500 Points for a $25 credit or direct deposit, as applicable.

All Rewards are sent to the mailing address for the Account of the principal owner requesting the redemption (the “Redeemer’s Account”). Expedited delivery is available upon request and for a fee. Any additional costs, such as overnight shipping, are at your expense and will be charged to the Redeemer’s Account. When Points from multiple, linked Card accounts are redeemed, any additional costs will be charged to the Redeemer’s Account.

The recipient of a Reward is liable for (a) all applicable federal and state taxes and all other government charges arising from participation in the Program, and (b) any related baggage charges, departure taxes or other charges that may be assessed by government entities.

Changes to Program or Terms; Cancellation
Arvest may change the Program from time to time or cancel the Program at any time without prior notice. Further, Arvest reserves the right to change the conditions or other terms of this Agreement at any time. For example, Arvest could (a) change the number of Points you earn for purchases, (b) change the number of Points required to get Rewards, or (c) impose caps or fees on earning or using Points. When changes are made, Arvest will notify you on the Rewards Website or send you a notice at the mailing address shown on Arvest’s records. The terms and conditions described in any amendment or change to this Agreement will govern your participation in the Program and, unless otherwise provided, will supersede any and all other agreements between us relating to the subject matter hereof. You will be deemed to have accepted the changes by continuing to participate in the Program. If you wish to decline the changes, you must notify us of your intent to stop participating in the Program. Arvest reserves the right to exclude you from the Program if you violate the terms of this Agreement.

Promotions
Contact Arvest for details on any current promotions affecting Point accrual or redemption options at 800-356-8085. Additional terms and conditions may apply to special offers.

Miscellaneous
All questions or disputes regarding eligibility for the Program or earning or redeeming Points will be resolved by Arvest in its sole discretion. Discrepancies about Point earnings are not treated as Card billing disputes. Please refer to the Credit Card Agreement for details about billing disputes.

The Program is void where prohibited by law. Arvest makes no representations or warranties of any kind, expressed or implied, with respect to the Program and shall not be liable for any loss, claim, expense, accident or inconvenience that may arise in connection with the redemption of any Points or the purchase or use of any Rewards. It is your responsibility to determine whether you are liable for any federal, state or local taxes as a result of earning or redeeming Points or receiving any Rewards.

When you redeem Points for Rewards, you release Arvest and each of its affiliates from liability for your use of Points, for the requested Reward and how you use it and for your participation in the Program. Arvest is not responsible for unauthorized redemptions or for replacing lost, stolen or damaged Rewards or Reward certificates. Arvest is not responsible for any dispute arising from or relating to Point redemption or Reward distribution.

If shipping is required, Arvest will mail all Rewards to the address on file for the Redeemer’s Account.

We are not responsible for typographical or photographic errors or omissions on the Rewards Website or in any brochure describing the Program or the Rewards.

For Rewards involving travel, the traveler is responsible for obtaining the appropriate international travel documentation, such as passports and visas. Visit Travel.State.Gov for passport and visa requirements.

Reward Categories
Although Rewards may be added, discontinued or withdrawn at any time without prior notice, the following is a description of the general categories of Rewards currently offered on the Rewards Website and applicable information related thereto:
Statement Credit

1. You may redeem Points for a statement credit. A statement credit is a retail credit adjustment that is generally applied to the existing balance with the highest Annual Percentage Rate.

2. Statement credits appear on your statement as an adjustment, not as a payment. Consequently, please make sure you pay at least the minimum payment shown on each statement you receive. Receipt of a statement credit does not affect your responsibility to pay the minimum payment due each month. If the Reward causes a credit balance on your Account, the credit adjustment will remain on your Account (until offset against a later purchase posted thereto), but the Points will not be reinstated.

3. Statement credits will be processed within 5-7 business days from the date you redeem the applicable Points.

Gift Certificates and Gift Cards

1. Certificates and Gift Cards are valid at participating merchants only through the expiration date, if any, printed on the Certificate or Gift Card, except as otherwise provided by applicable law. Expiration of Certificates and Gift Cards varies by merchant.

2. Acceptance of the Certificates and Gift Cards is the sole responsibility of the participating merchant, not Arvest. No photocopies of Certificates or Gift Cards will be honored.

3. Certificates and Gift Cards are not valid toward previous purchases and cannot be used as payment on existing account balances with either the participating merchant or Arvest.

4. Certificates and Gift Cards may not be redeemed for cash or its equivalent, and any unused portion will not be returned as cash unless a Certificate or Gift Card states otherwise.

5. Certificates and Gift Cards are transferable unless otherwise noted on the Certificate or Gift Card.

6. Certificates and Gift Cards are void where prohibited by law.

7. Unless otherwise stated on the Certificate or Gift Card, Certificates and Gift Cards do not include any federal, state or local taxes, which are your sole responsibility at time of use.

8. If applicable, Certificates and Gift Cards do not include gratuities.

9. Physical Certificates and Gift Cards will usually arrive within 3 weeks after redemption. Expedited/insured delivery of a Certificate or Gift Card may be available upon request. If you select expedited, express, or international shipping, you will be charged a shipping fee.

10. Customers who redeem Virtual Certificates or Gift Cards will receive an email, sent to the email address entered at time of redemption, within 48 hours containing the redemption code to use the Virtual Certificate or Gift Card. Arvest is not responsible for misdirected or undeliverable redemption emails due to incorrectly entered email addresses.

11. Certificates and Gift Cards are redeemable for eligible products and services through the merchant location or website.

12. Products or services obtained with the Certificate or Gift Card cannot be returned or canceled for a cash refund. Returns will be subject to the merchant standard return policy.

13. Certificates and Gift Cards are not returnable or exchangeable for cash, except where required by law.

14. A replacement Certificate or Gift Card will not be provided or refunded if lost, stolen, destroyed or used in an unauthorized manner.

15. Certificates and Gift Cards are subject to any additional terms, conditions, and restrictions disclosed thereon or therewith.

16. You may not return the Certificate or Gift Card if it has been used.

Airline Tickets

1. You can search for the flights you want to book online at the Travel Rewards section of the Rewards Website. If you do not have enough Points to purchase the entire ticket, you may redeem Points for a portion of the cost and charge the balance to your Account.

2. You may redeem Points for travel in any class of service on a major airline carrier provided that the fares, schedules and ability to generate an electronic ticket are possible through the Global Reservation System ("GDS"). All travel itineraries and supporting documents will be sent via email.

3. You may also redeem Points for airline tickets by calling Arvest customer service at 800-356-8085. Hours are 8 a.m. to 8 p.m., CST, with the exception of major holidays when we are closed.

4. There are no blackout dates. Reservations for tickets exclude the use of charters, wholesalers, consolidators and any internet fares that are not published, available through GDS, or available for ticketing through a certified travel agency.

5. Airline ticket prices do not include baggage fees or international departure taxes.

6. You may receive airline frequent flier points for all redeemed and purchased airline tickets. Please provide your frequent flier number at the time of booking to receive credit. If you do not have your number available at the time of booking, please call us prior to travel to update your reservation, or you may provide your number directly to the airline at the time of check-in.

7. Airline ticket Rewards may not be used in conjunction with any type of coupons, vouchers, other mileage programs or companion fares.

8. Once Points are redeemed, the transaction cannot be reversed. If changes to an itinerary are later necessary, you may contact us with your request. Changes will require additional costs such as airline penalty fees, and increased fare and service fees. Airlines will not allow traveler name changes.

9. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability.

10. If you purchase a non-Rewards ticket through us, you will incur a $25 booking fee for each ticket booked.

11. Flight reservations should be reconfirmed by the traveler at least 72 hours before departure as schedule changes may have taken place. Arvest is not responsible for communication of airline schedule changes.
**Cruises**

1. Cruises can be booked by calling Arvest customer service at 800-356-8085 Monday - Friday from 8 a.m. to 8 p.m., CST, with the exception of major holidays when we are closed.
2. Rewards cannot be used on previous purchases or for items not covered by your cruise package. Any fees, add-ons or items of a personal nature will be charged to your Account.
3. All cruise redemption requests must be made at least 30 days prior to sailing date, or you may incur additional fees.
4. Cruise packages may only be booked through us.
5. No interim price reductions will be considered or offered once the booking has been completed.
6. If you or the Reward recipient is a no-show, the travel Reward is void.

**Hotel**

1. Most hotel rates allow cancellation with a minimum of a 24-hour notice.
2. Please see the specific hotel/rate cancellation policy at the time of booking.
3. Hotels do not allow changes to dates, names, room type, and number of occupants once booking is complete.
4. Arvest assumes no responsibility for advising guests of proper travel documentation.

**Vacation Packages**

1. All travel packages must be booked a minimum of 30 days prior to travel date, or you may incur additional fees.
2. Travel packages may only be booked through us.
3. No interim price reductions will be considered or offered once the booking has been completed. After booking, any additional special handling may result in the imposition of additional fees.

**Event Ticketing**

1. Your receipt of an electronic or other form of an order confirmation does not signify our acceptance of your order. We reserve the right at any time after receipt of your order to accept, decline, or limit your order for any reason, whether your Points have been redeemed or your Card has been charged. If your Points have been redeemed or your Card has been charged and your order is canceled, you will receive a refund credit to your Account. We reserve the right to accept, decline, or limit your order for any reason, whether your Points have been redeemed or your Card has been charged and your order is canceled, you will receive a refund credit to your Account. We reserve the right at any time after receipt of your order, without prior notice to you, to supply less than the quantity you ordered of any item.
2. Once you place an order, you cannot cancel it unless the shipment is unavoidably delayed. In this case, we will do our best to cancel the order on your request.
3. If your order requires you to pick up your tickets or vouchers at any will-call office, your order shall be deemed accepted upon your receipt from us of an order confirmation. Your failure to pick up your order as described at the time of purchase shall not be deemed a rejection by you of your order and shall not relieve you of any payment or purchase charge for such order.
4. In the event the amount you pay for a ticket or voucher is incorrect, regardless of whether such error is due to an error in a price posted on the Rewards Website or otherwise communicated to you, or due to a human error or a transactional malfunction of the Rewards Website, Arvest shall have the right (but not the obligation) to cancel that ticket or voucher (or the order for that ticket or voucher) and refund to you the amount that you paid. Alternatively, we may offer the tickets to you at the corrected price. If the corrected price is not acceptable to you, Arvest will allow you to cancel your order.
5. Various service, shipping, delivery, fulfillment or other fees ("Ticket Fees") and/or restrictions may be applicable to ticket orders, which shall be disclosed prior to purchase.
6. There are no refunds, cancellations or changes after an order has been placed under any circumstances, except as explicitly permitted herein. Unless otherwise stated, changes, cancellations and refunds, if permitted for the transaction, may carry a fee of 10% of your total order price.
7. Some tickets available through the Rewards Website are sold by sellers who obtained the tickets on the primary market with the intent to resell ("Third-Party Sellers") at a price that may be higher than the "face value" listed on the tickets ("Preferred Access Tickets"). You may be required to pay additional Ticket Fees when purchasing Preferred Access Tickets. By purchasing these Preferred Access Tickets through the Rewards Website, you acknowledge and understand that you are purchasing from Third-Party Sellers and the purchase price may not reflect the original "face value" of the tickets.
8. Arvest does not own the Preferred Access Tickets advertised on the Rewards Website, and we do not set the prices for the Preferred Access Tickets. We do not have control over the Third-Party Sellers of the Preferred Access Tickets or their business practices.
9. You are responsible for reading the complete listing before making a purchase. Arvest does not guarantee the accuracy of any information provided by Third-Party Sellers.
10. All orders are subject to availability. Occasionally, tickets ordered may no longer be available at the price or in the quantity originally ordered at the time we receive the order. Arvest reserves the right to replace tickets with comparable or better tickets if the originally ordered tickets are no longer available. If no alternates are available, either your Card will not be charged at all or the entire amount charged will be refunded and Points used reinstated to your Account. We will notify you of our determination. We reserve the right to cancel your order and provide you with a full refund (including any Ticket Fees) at any time for any reason, prior to the scheduled event.
11. Should an event be cancelled (and not rescheduled), or should a contingent event (e.g., a playoff game) not occur, you will receive a full refund (including any Ticket Fees) for your purchase. Should an event be postponed or rescheduled, Arvest will cooperate with you to resolve certain issues, including, without limitation, coordinating the delivery of any additional documentation that you may need in order to attend the rescheduled event; provided, that we reserve the right to cancel any orders and provide you with a full refund (including any Ticket Fees) if new tickets are required. We may not issue refunds for postponed events unless they are ultimately cancelled. We are not responsible, and will not issue refunds, for partial performances, or venue, line-up, date or time changes.
12. You will receive your Preferred Access Tickets before the scheduled event. Depending on the tickets purchased or the fulfillment method selected, we may send you electronic or physical tickets directly, arrange for a third party to deliver your tickets, provide you access to your tickets through a third party’s “electronic wallet,” or require you to pick up your tickets at the provider’s will call office or from the Third-Party Seller. Your Preferred Access Tickets will be genuine and valid for entry to the event. If you do not receive the Preferred Access Tickets before the scheduled event, please notify us as soon as possible. You are responsible for notifying us prior to the scheduled event. Should you fail to notify us prior to the scheduled event, you may not be eligible for a refund based on non-delivery of tickets. Upon such notification, Arvest will, in its sole discretion, attempt to locate and facilitate delivery of your tickets, provide you with comparable or better replacement tickets at no additional cost, or issue you a full refund (including any Ticket Fees).

13. We shall not, under any circumstances, provide you an exchange or give you a refund for any Preferred Access Tickets that are lost, stolen, damaged or destroyed through no fault of Arvest. When delivered, you are solely responsible for ensuring the accuracy and security of the Preferred Access Tickets. Further, we shall not provide any exchange or refund if you fail to comply with the terms of this Agreement or of any venue where an event to take place.

Tours & Attractions
1. The Voucher Info section details which voucher type(s) apply specifically to your selected tour/activity.
   a. Paper Voucher Only: Our local operator requires you to present a printed copy of this voucher on the day of your activity. You may be refused entry if you do not present a printed copy of your voucher.
   b. e-Voucher: The local operator accepts both printed and electronic vouchers (e-vouchers). If you travel with a mobile device, simply show your Photo ID and present your e-voucher on your Smartphone or tablet on the day of travel.
   c. Voucher Not Required: You can present a paper or e-voucher for this activity, or you can simply present the Lead Traveler's Photo ID. Our local operator has your reservation on file and only requires proof of identity (valid photo ID for the Lead Traveler).

2. The cancellation policy will vary by tour/activity. Generally, if you cancel at least 7 days in advance of the scheduled departure, there is no cancellation fee. If you cancel between 3 and 6 days in advance of the scheduled departure, there is a 50% cancellation fee. If you cancel within 2 days of the scheduled departure, there is a 100% cancellation fee. Please note that some activities and special events may be non-refundable. Please review the additional information at the time of booking each tour/activity.

Car Rentals
1. You may use Points, Points plus cash or all cash for car rental reservations with select car rental companies as shown available on the Rewards Website or when making reservations directly with us.
2. Car reservations will be prepaid at the time of booking, and payment for costs not covered by the use of Points will be billed to your Account. Car rental charges will appear on your Card statement as “Card Member Services.” Renter will be solely responsible at the time the rented vehicle is returned for all additional rentals days and for any and all taxes and other charges not included in the daily rental rate.
3. Reservations for all car groups are subject to availability and all rules and policies established by the applicable car rental company. Performance of the car rental company of car rental services shall be under a standard rental agreement in effect at the time of rental, which must be executed by the Renter at the time of pickup. Renter will use the vehicle only for personal or routine business use and operate the vehicle only on properly maintained roads and parking lots. Renter will comply with all applicable laws relating to holding of licensure to operate the vehicle and pertaining to operation of motor vehicles. Renter must not sublease the vehicle or use it as a vehicle for hire.
4. Car rental reservations must be cancelled at least 72-hours in advance of pick-up. Failure to cancel reservations 72-hours in advance will result in the loss of all payments at the time of booking. If Renter is a “no show,” all Points and cash used for the rental will be forfeited. In addition, if Renter returns a rental vehicle prior to the end of the reserved rental period, neither the car rental company nor the Program will credit or refund Renter for the unused portion thereof.
5. Renter agrees to indemnify, defend, and hold harmless Arvest for any loss, damage, or legal actions incurred by it as a result of Renter’s operation or use of the vehicle during the term of the rental agreement. This includes any attorneys’ fees necessarily incurred for these purposes. Renter must also pay for any parking tickets, moving violations, or other citations received while in possession of the vehicle.

You or the recipient of any Reward must meet all eligibility/qualification requirements established by the applicable supplier or service provider. After redemption, cancellations by you of any Reward may incur penalties, and a cancellation service fee will apply. Refunds for cancellations may take up to 3 to 4 weeks for Points to post to your Account. Arvest is not liable for any loss or penalties incurred by you (a) when a hotel, tour operator or cruise line is sold, ceases to exist or becomes inoperative, (b) if a tour operator cancels a vacation package or a cruise line cancels a cruise, or (c) as a result of acts of nature or other force majeure events. Vacation package components and cruise line ports of call are subject to change without notice. We are not liable for amenities, services or facilities not being available due to seasonal closings, renovations, strikes, bankruptcy or acts of nature. Further, Arvest is not responsible for the performance of any
supplier or provider of goods or services. Participating suppliers/providers and the goods, benefits or services they provide are subject to change or cancellation at any time without advance notice.