# Hancock Whitney Points Plus Rewards Program

# **Terms and Conditions**

These Terms and Conditions, as modified from time to time, govern the Hancock Whitney Points Plus Rewards Program (the "Rewards Program") which Hancock Whitney Bank ("Bank" or "we" or "our" or "us") offers to Cardmembers ("you" or "your" or "Cardmember") who are personally liable for repayment of a qualifying Hancock Whitney Visa® Credit Card Account ("Credit Card Account") and to whom we have issued a Card. By participating in the Rewards Program, you may earn Hancock Whitney Points Plus Rewards Points ("Points") when you make Eligible Purchases (as defined below) using your Credit Card Account. Points will accumulate in your Points Plus Rewards Account ("Points Account"), and you may then redeem your Points for available rewards ("Rewards"). We reserve the right to change the terms of, or terminate, the Rewards Program at any time without prior notice to you. The Rewards Program's most current Terms and Conditions are available at www.rewards.hancockwhitney.com. We also reserve the right to change or substitute from time to time the available Rewards and/or adjust the number of Points that you must redeem for specific Rewards, without prior notice. All Rewards are subject to availability and may be subject to additional terms, conditions and fees.

### **Program Eligibility and Enrollment**

To be eligible to participate in the Rewards Program, you must be a Cardmember on a qualifying Credit Card Account that is in good standing. For purposes of participation in the Rewards Program, a Credit Card Account is in good standing if the account has not been closed, terminated or suspended, all minimum monthly payments are current, and Cardmembers continue to have charging privileges. You will not be able to earn Points or redeem Points for Rewards any time your Credit Card Account is not in good standing. No action on your part is needed to enroll in the Rewards Program. However, if you want online access to your Points Account, you will need to setup access by going to the Rewards Program website at www.rewards.hancockwhitney.com.

Only one Points Account will be associated with a Credit Card Account, even if we have issued multiple Cards on your Credit Card Account. Only Cardmembers who are personally liable for repayment of the Credit Card Account are permitted to redeem Points for Rewards. However, all Eligible Purchases made with any Card issued on your Credit Card Account, including a Card issued to an authorized user, will earn Points (subject to these terms and conditions), and all Points earned will be aggregated in the single Points Account associated with your Credit Card Account. We will not charge you a fee for participating in the Rewards Program; however, some providers of Rewards may assess fees for products or services when you redeem your Points for Rewards, and shipping and other charges may apply, depending upon the Reward selected.

### Earning Points

You will earn one Point for each dollar of the amount of any Eligible Purchase (defined below) made using your Credit Card Account. Points are earned when the related Eligible Purchase is first billed on your Credit Card Account monthly billing statement. An "Eligible Purchase" for which Points may be earned is any purchase transaction made using your Credit Card Account, net of any returns, credits or adjustments and excluding cash advances and certain cash access type purchases. Balance transfers, cash advances, cash access type transactions that might appear on your billing statement as a purchase (such as, but not limited to, the purchase of travelers' checks, money orders or cashier's checks), PIN- based transactions made using your Credit Card Account, and Credit Card Account fees and finance charges, if any, are not Eligible Purchases. In addition, purchase transactions that are initiated fraudulently or with a lost, stolen, counterfeit or cancelled card, and gaming related purchases are not Eligible Purchases. Returns, credits and adjustments related to Eligible Purchases will reduce your Points total. We may, in our discretion at any time and from time to time, change the types of transactions that are eligible to earn Points and offer special promotions or different Points earnings rates for different products or transactions.

There is no limit on the number of Points that you may earn annually on Eligible Purchases. However, there are restrictions regarding the minimum and maximum number of Points that you may redeem at any one time. (See "Reward Points Redemption" below.)

### **Rewards Points Termination/Cancellation**

Earned Points do not have an expiration date. However, unredeemed Points may be forfeited if you close your Credit Card Account or if we close or terminate your Credit Card Account, terminate the Rewards Program or terminate your participation in the Rewards Program. Also, you will not be able to redeem Points at any time your Credit Card Account is not in good standing (see "Program Eligibility and Enrollment" above).

If you close your Credit Card Account for any reason, you will immediately forfeit any unredeemed Points in your Points Account. However, you may redeem your Points by requesting a Reward before notifying us of closure of your Credit Card Account.

If we terminate or close your Credit Card Account for any reason, you will immediately forfeit any unredeemed Points in your Points Account. If we terminate the Rewards Program, you must redeem any earned Points in your Points Account within 90 days after the Rewards Program termination date; otherwise, you will forfeit any unredeemed Points in your Points Account. If your Credit Card Account show signs of fraud or abuse relating to the earning of Points, we may terminate your participation in the Rewards Program immediately. If we do so, you will forfeit any unredeemed Points.

You may not redeem, exchange or obtain a refund for any Points that are lost or forfeited under any of these circumstances.

Points may be redeemed for a variety of rewards as described below, but you must take affirmative steps to redeem the Points as described in the Rewards Points Redemption section below.

Returns, credits and adjustments applied to your Credit Card Account related to Eligible Purchases will reduce or eliminate an equivalent number of accumulated Points from your Points Account and may result in a negative Points balance. If such credits are applied to your Credit Card Account after

you have redeemed Points for a selected Reward and, as a result, your Points Account balance falls below the amount of Points required for the Reward you selected, we may suspend delivery of the requested Reward, including cancellation of travel reservations. If your Points Account has a negative Point balance, any subsequently earned Points will be applied to reduce the deficit until your Points Account balance is returned to a positive status.

### Rewards Points Redemption – Points Plus Customer Service Center

In order for you to earn or redeem Points, your Credit Card Account must be in good standing (see "Program Eligibility and Enrollment" above). Earned Points are available for redemption two business days after the end of the Credit Card Account monthly billing cycle in which the Eligible Purchase occurred for which you earned those Points. Earned Points totals will be shown on your monthly Credit Card Account billing statement, and you may check your Points Account balance at any time at www.rewards.hancockwhitney.com. Points will be redeemed on a first-in/first-out basis.

You may redeem Points for Rewards by calling the Points Plus Customer Service Center at 1-888-331-1057. Subject to some limitations, you may also redeem Points online at www.rewards.hancockwhitney.com.

Only a Cardmember who is personally liable for repayment of the Credit Card Account may be permitted to redeem Points, and redemption may be subject to verification of the Cardmember's identity. Neither Bank, TSYS Loyalty, any Rewards Supplier (as that term is defined in "Service Providers" below), nor any of our or their affiliates or contractors will be responsible or bear any liability for disagreements between Cardmembers concerning use or redemption of Points accumulated through the Rewards Program.

Points and Rewards are non-negotiable and have no cash value unless and until they are redeemed for Cash Back Rewards (see "Cash Back Rewards" below). Points and Rewards may not be assigned, transferred or pledged to any third party. You are responsible for all taxes that may be related to your participation in the Rewards Program and/or the redemption of any Points for Rewards. Points may not be transferred to another person upon death or as part of domestic relations proceedings (i.e., divorce or other family matters).

Points are considered fully redeemed once a Reward is issued. Lost, stolen, or otherwise destroyed Rewards, including tickets, merchandise or other documents, will not be reissued or replaced. No change or credit will be issued for unused portions of Rewards, unless we tell you otherwise. Points and/or Rewards may not be combined with any other discounts, special rates, or promotions, including other promotional or discount programs, unless otherwise indicated at the time you redeem the Points. Allow at least four to six weeks following Points redemption to receive any Reward, other than a Cash Back Reward. (See "Cash Back Rewards" below for more details.)

# **Rewards Terms and Conditions**

Cardmembers may redeem Points for airline tickets, cruise travel, car rental certificates, merchandise retail gift cards, donations to charities, and Cash Back Rewards as available from time to time in the Points Rewards Catalog available for viewing online when you log on to your Points Account at www.rewards.hancockwhitney.com. The Rewards Program is governed by these Points Plus Rewards Program Terms and Conditions, and Rewards are also subject to additional terms, conditions, limitations and other restrictions as described in the redemption materials and may also be subject to additional fees and/or taxes. These terms, conditions, limitations and/or restrictions may change from time to time without notice to you.

# Cash Back Rewards

You may redeem Points for Cash Back Rewards in one of two ways. Points may be redeemed for Cash Back Rewards in \$25 increments, with a minimum of \$25 and a maximum of \$5,000 per redemption. However, there is no restriction regarding the total amount of Cash Back Rewards that you may redeem annually.

# A. <u>Redemption for Deposit to a Hancock Whitney Bank Deposit Account</u>

You may redeem Points for an electronic deposit to a Hancock Whitney Bank deposit account you designate at the time of redemption. We will send it to the account you indicate (either on the redemption confirmation screen if you redeem online or to the account you tell us if you redeem by calling us) within five (5) business days of receiving your redemption request. Transactions on some deposit accounts may incur service charges or fees. For example, an electronic deposit into a business account may incur fees depending upon the type of business account and the number of deposits made to the business account in the same month. Normal deposit account service charges and fees apply. See your deposit account agreement and disclosures for details. If for some reason we are unable to complete the electronic deposit, we will void the deposit and reinstate the Points used for the Cash Back Reward to your Points Account.

# B. <u>Redemption for Statement Credit</u>

You may also redeem Points for a Cash Back Reward to be applied as a statement credit to your Credit Card Account. The statement credit will be applied within 3 business days after we receive your redemption request. We may apply the statement credit to the balance of purchases, cash advances, or balance transfers on your Credit Card Account in the order we deem appropriate unless applicable law requires us to apply the credit to a particular balance or in a particular order. If you would like more information about how a statement credit will be applied, please contact us at 1-800-448-8812. You may not use a statement credit to pay a minimum monthly payment due on your Credit Card Account; furthermore, you must continue to pay the minimum monthly payment when due, as indicated on your Credit Card Account monthly billing statement, even after we have applied your statement credit to your Credit Card Account balance

# Redemption for a Charitable Donation

You may also redeem Points for a donation to a charity. To do so, you may redeem Points for the purchase a donation gift card, and the value of the gift card will then be applied to the participating charity of your choice. Please note that donations to participating charities are offered through an agreement that TSYS Loyalty, our Rewards Program administrator, has with a third-party vendor. Neither Hancock Whitney Bank nor TSYS Loyalty is responsible for the validity of any of the

participating charities, nor do we have any control over the use of donations that are made to any such charity. Therefore, we recommend that you perform research on the participating charity in advance of donating to that charity, so that you are satisfied with your charity choice. We also make no representation as to whether a donation to any of the participating charities will result in a tax-deductible donation for you. We recommend you consult your tax adviser before making any donation. Participating charities may be added or removed from the Rewards Program at any time and without notice.

### Travel Rewards

You may redeem Points for various Travel Rewards, including airline tickets for scheduled flights on participating airlines, cruise line travel, and travel packages, subject to eligibility and availability. All Travel Rewards are subject to the terms and conditions of the airline, cruise line, or other supplier of Travel Rewards which include conditions, restrictions, exclusions and limitations of liability. For example, Travel Rewards may be subject to conditions such as advance booking or pre-purchase requirements, length of stay restrictions or Saturday overnight stay requirements, blackout dates, limitations on or fees for schedule changes, cancellation restrictions and/or fees, airport fees or other fees or taxes. Once you redeem points for Travel Rewards, the transaction may not be reversed. Travel Rewards may be non-refundable and your ability to make changes may be severely limited and/or subject to additional costs. Travel Rewards may not be used in conjunction with any type of coupons, vouchers, Internet fares or companion fares.

You will be charged a ticket service fee when you redeem Points for airline tickets, which will be billed to your Credit Card Account. In addition, miscellaneous travel charges including, but not limited to, airport fees and taxes, excess baggage charges, security fees, passenger facility charges, fuel surcharges, gratuities, insurance, and airline or hotel amenities, are your sole responsibility and are not intended to be included as part of the Travel Rewards. Any non-rewards travel arrangements you may elect to book through the Points Plus Customer Service Center will be subject to service fees at time of booking. The traveler is responsible for obtaining any required identification or other required travel documents such as passports and visas for international travel.

Before redeeming Points for Travel Rewards, be sure you understand all conditions, limitations, and requirements including any additional taxes and fees which may be incurred. For more information on conditions and restrictions that may apply to any Travel Rewards, please call the Points Plus Customer Service Center at 1- 888-331-1057.

Neither Bank nor TSYS Loyalty is responsible for the performance or non-performance of any provider of travel services.

### Merchandise Rewards

All Merchandise Rewards are subject to product availability, and Bank and TSYS Loyalty reserve the right to substitute a Merchandise Reward of equal or greater value. Bank and TSYS Loyalty reserve the right to alter or substitute any or all Merchandise Rewards at any time without prior notification. Merchandise Rewards include applicable sales tax and standard shipping and handling. Express shipping may be available at an additional cost.

Merchandise Rewards are provided by independent manufacturers, whose warranties apply to all Merchandise Rewards. Neither Bank nor TSYS Loyalty makes any express or implied representation or warranty and will not be liable for personal injury, property damage, or other loss, cost or expense of any kind resulting from your acceptance or use of a Merchandise Reward or from any defect in or failure of any Reward. Bank and TSYS Loyalty disclaim any and all express or implied warranties, including any implied warranty of merchantability or fitness for a particular purpose.

You should allow two to four weeks for receipt of Merchandise Rewards. Returns are only accepted for merchandise that is damaged, defective or incorrectly shipped. Notification of same must be made within 48 hours of delivery and the Merchandise must be returned within 30 days for credit or shipment of replacement item. Replacement or return of damaged or defective Merchandise Rewards should be arranged through the Points Plus Customer Service Center.

### Rewards Providers' Gift Card and Gift Certificate Reward

Points may be redeemed for gift cards or gift certificates ("Rewards Certificates") issued by participating merchants. Rewards Certificates and participating merchants are subject to change and may be discontinued without notice. Rewards Certificates are void if altered or where prohibited by law and may not be combined with any other promotional offers.

Fulfillment of a Rewards Certificate is the sole responsibility of the merchant issuing the Rewards Certificate. Bank and TSYS Loyalty are not responsible for problems or defects in any merchandise purchased with a Rewards Certificate or for any failure of the participating merchant to perform. Rewards Certificates are subject to the terms, conditions and restrictions imposed by the merchant issuing the Rewards Certificate, which, in most cases, appear on the Rewards Certificate or on the issuing merchant's website and on the Points Plus Rewards website at www.rewards.hancockwhitney.com. Rewards Certificates are valid at participating merchants only through the expiration date printed on the Rewards Certificate. Expiration of Rewards Certificates is subject to the policy of the issuing merchant. Rewards Certificates have no cash value and may not be applied toward previous purchases or used to pay on existing balances owed to the issuing merchant or on your Credit Card Account. Rewards Certificates are not refundable, exchangeable or replaceable in the event of loss or destruction after issuance. Rewards Certificates are void where prohibited by law. Rewards Certificates offered may not cover any federal, state or local taxes, which are your sole responsibility.

For more information on Rewards Certificate and merchant/provider disclaimers and terms and conditions please visit the Points Plus Rewards website at www.rewards.hancockwhitney.com or call the Points Plus Customer Service Center at 1- 888-331-1057.

### Car Rentals

You may redeem Points for Car Rental Rewards. Participating car rental companies and award offerings are subject to change without notice. All Car Rental Awards are subject to all terms and conditions imposed by the respective car rental companies which may include, for example, driver and credit qualification, insurance requirements, limits on available vehicle types, advance reservation requirements, blackout dates, and other conditions and restrictions. Car Rental Rewards

do not include taxes, insurance, extra drivers, optional service charges such as refueling or any other fees or charges imposed by the rental location and/or company. You may be provided a certificate or voucher as an instrument securing a rental vehicle, which you must present to the rental car company when you pick up your rental car. Vouchers and certificates are for the purpose of securing car rental services and cannot be replaced if lost, stolen or destroyed. No change or credit will be issued for unused portions of Car Rental Rewards. For more information, please visit the Points Plus Rewards website at www.rewards.hancockwhitney.com or call the Points Plus Customer Service Center at 1- 888-331-1057.

#### **Shipping and Delivery of Rewards**

Unless delivered electronically or in a manner otherwise indicated at the time of redemption, all Rewards will be sent to the billing address for your Credit Card Account. Rewards will not be delivered outside the continental U.S. or to a P.O., A.P.O. or F.P.O. box. Express shipping may be available for Rewards upon request, and any related charges will be billed to your Credit Card Account.

### Service Providers

TSYS Loyalty provides administrative services for the Rewards Program including travel reservations and issuance of airline tickets and other travel documentation. TSYS Loyalty assumes all liability and responsibility for the provision of those administrative services only. TSYS Loyalty operates as an independent contractor and is not affiliated with Hancock Whitney Bank. Neither Bank nor TSYS Loyalty makes any representations or warranties, express or implied, with respect to, and does not guarantee or otherwise promise to ensure, the satisfactory performance of any products or services provided or to be provided in connection with the fulfillment of any Reward by any third party, including, but not limited to any common carrier, airline, cruise line, or other supplier of travel services or products or any other supplier of any Reward (such as participating merchants providing merchandise or Rewards Certificates, or car rental companies) (all third parties involved in fulfillment of any Reward, other than Bank or TSYS Loyalty are referred to in these Terms and Conditions individually as a "Rewards Supplier" and collectively as "Rewards Suppliers") including, without limitation, any failure of a Rewards Supplier to perform. Further, neither Bank nor TSYS Loyalty will be responsible or otherwise liable to Cardmembers or any other person for any act, error, omission, personal injury, property damage, other loss or damage, delay, nonperformance, irregularity, strike, insolvency, grounding or other event caused by, relating to, or otherwise involving any Rewards Supplier or any product or service of any Rewards Supplier, or for any resulting direct, indirect, special, consequential or punitive damages. Cardmembers participating in the Rewards Program hereby release us and our affiliates, as well as our and our affiliates' directors, officers, shareholders, assigns, employees, and agents from any and all liability for claims resulting from any acts or omissions of any Rewards Supplier or any other person in connection with the Rewards Program, or from any other cause, condition or event beyond our direct control.

Neither we, our affiliates, nor TSYS Loyalty make any guarantees, warranties or representations of any kind concerning any Reward. The Rewards Program and/or any of its individual elements, including Rewards, are void where prohibited by federal, state, or local laws and regulations and are subject to change as may be necessary to comply with applicable laws or regulations. You release

us, TSYS Loyalty, and our and their respective affiliates and representatives from any and all liability regarding the redemption of Points, the condition, use, utility, performance or failure to perform or any other aspect of any Reward, including any Reward that may be lost, stolen or destroyed, or any Rewards Supplier's provision or failure to provide transportation or any other products or services for any reason.

TO THE FULLEST EXTENT ALLOWABLE BY LAW, BANK AND TSYS SPECIFICALLY DISCLAIM ANY REPRESENTATIONS AND WARRANTIES, EXPRESS OR IMPLIED, ABOUT THE PRODUCTS OR SERVICES OFFERED OR MADE AVAILABLE THROUGH THE REWARDS PROGRAM, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND IMPLIED WARRANTIES ARISING FROM ANY COURSE OF DEALING OR COURSE OF PERFORMANCE.