

# Terms and Conditions

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The My Wells Fargo Deals program ("My WF Deals") is subject to these terms and conditions ("My WF Deals Terms"), in addition to the terms and conditions of Your Eligible Card(s) and Your deposit account agreement.

Effective: August 2018

## Definitions

- "You," "Your," or "Customer" refers to the Eligible Card-holding Customer who uses the My WF Deals website.
- "Wells Fargo," "We," "Us," or "Our," refers to Wells Fargo Bank, N.A.
- "Eligible Card(s)" refers to Your Wells Fargo Debit Card(s), and/or Credit Card(s) that are eligible to receive Deals (see Section 3 below for a list of ineligible card and account types).
- "Deal(s)" refers to My WF Deals from merchants, linked to Your Eligible Card(s).
- "Shared Account(s)" refers to credit card and deposit accounts that have multiple Customers with Eligible Cards linked to the same account.
- "Shared Account Customer(s)" refers to Customer(s) that have Eligible Card(s) linked to Shared Account(s). This includes owners of joint deposit accounts, account holders of joint credit card accounts, account holders of credit card accounts that have authorized users, and authorized users of credit card accounts.

## What You Agree To

By using Your Eligible Card(s), You agree that You are subject to these My Wells Fargo Deals Terms. You further agree that You:

- Have the right, authority, and ability to agree to these My WF Deals Terms
- Have completely read and understand these My WF Deals Terms, and
- Understand that while We are able to make some features, terms and documents of My WF Deals available in languages other than English, some features and terms in My WF Deals, including merchant-specific terms, may only be available in English, and you agree that if there is any difference in meaning between the English and non-English version of any of our features, terms and documents, the English version applies.

You also agree that We may:

- Access past and future purchases You make with Your Eligible Card(s), and
- Use this information to send You Deals and messages based on Your purchase behavior or other conditions.

Further, You understand that We may receive revenue from certain participating merchants and that Cardlytics, Inc. and the participating merchants have separate agreements.

## Information We Share and Eligibility

The My WF Deals program is consistent with the Wells Fargo U.S. Consumer Privacy Notice. For most Eligible Card transactions, We only share transaction information with Our service provider Cardlytics, Inc. The shared information is not personally identifiable and used to customize Your Deals to reflect places You've shopped and places that might interest You, and to improve the My WF Deals program.

Only an Eligible Card can be used with the My WF Deals program. For Shared Accounts, each Shared Account Customer will receive their own Deals (see Section 5 below for more information about Deals for Shared Accounts). Only Wells Fargo Propel American Express® Eligible Cards can be used for Deals marked as "AMEX Only." The following is a list of cards and account types that are not eligible for My WF Deals (this list may change without prior notice as new cards and accounts are added):

- ATM-only Cards.
- Credit Purchasing Cards (P-Cards), Travel/Corporate Cards.
- Prepaid Cards.
- Business Debit and Credit Cards.
- Flexible Spending Account Cards.
- HELOC - Home Equity Line of Credit Accounts.
- Dillard's American Express Cards.
- Hotels.com® Rewards Visa® Credit Card.

## **Changes and Cancellations**

We reserve the right to modify, cancel, or suspend the My WF Deals program, along with any Deals, terms, participating merchants, and/or Your ability to participate in, access, or use of My WF Deals.

This means We reserve the right to change or modify the My WF Deals Terms from time to time. The most current version of My WF Deals Terms can be found at [wellsfargo.com/mydealsterms](https://wellsfargo.com/mydealsterms).

If You do not agree with the current My WF Deals Terms at any time, You must not participate in My Wells Fargo Deals. Your participation in My Wells Fargo Deals means You agree to the version of the My WF Deals Terms current at the time of Your participation.

## **Important Information About My Wells Fargo Deals.**

- To receive Deals, You need to make at least one (1) purchase transaction with Your Eligible Card(s) at a merchant during the most recent three (3) month period.
- To redeem Deals, You must first activate the Deals and then use Your Eligible Card(s) to receive the benefits.
- If you have a Shared Account, please note these applicable terms:
  - All Shared Account Customers will be able to redeem the Deals that have been activated by any Shared Account Customer, by using an Eligible Card attached to the Shared Account. In the case of a Shared Account that is a joint deposit account, this can happen even if the Shared Account Customer activating the Deal does not have a debit card attached to that account. So, if You activate a Deal, it is possible that another Shared Account Customer will redeem that Deal if they shop at the merchant first and fulfill the Deal Terms by using an Eligible Card attached to that Shared Account; in this scenario, the cash back credit for that Deal would be applied to the Shared Account.
  - Each Shared Account Customer can also receive Deals from the same merchant at the same time ("Overlapping Deal(s)"). When separate Shared Account Customers activate Overlapping Deals, and then applicable purchases fulfill the Deal Terms of two or more Overlapping Deals, the Overlapping Deal that was activated first will be redeemed first.
- For Deals marked as "AMEX Only," You must first activate Your Deal and can only use a Propel® Eligible Card.
- Customers with multiple Propel Eligible Cards need to designate a specific one to use an "AMEX Only" Deal. The Propel Eligible Card You designate is the one that will be eligible to redeem the Deal and receive the benefits.

- Cash back will not be earned on any portion of a purchase transaction that is paid for with store credit, gift certificates, or other payment types.
- When activating the Deal, please refer to the current terms specific to the Deal ("Deal Terms"), which may contain additional requirements for activation or redemption. Purchases must satisfy all the requirements in the My WF Deals Terms and the Deal Terms in order to qualify for the Deal.
- For purposes of any "AMEX Only" Deal, if the Deal Terms state that Your "enrolled Card account must not be cancelled or past due to receive statement credit," such terminology means that Your Propel Eligible Card must be open and not delinquent (Your Propel Eligible Card becomes delinquent when You do not make a required payment by its due date).
- For online orders please note these applicable terms:
  - Some merchants may process Your online order as separate shipments and process separate transactions to Your account. In this case, the cash back may only be applied to the value of the transaction processed first.
  - Purchases may fall outside of the Deal period in some cases due to a delay in merchants submitting transactions to Us or if the transaction date differs from the date You made the purchase (for example, the transaction date for online orders may be the shipping date).
- Your transaction will not qualify for the Deal and You will not receive cash back if:
  - it is not made directly with the merchant,
  - it is not made with an Eligible Card,
  - it is not made after You activate the Deal, or
  - Wells Fargo does not receive information that identifies Your transaction as qualifying for the Deal.
- **Please note, if You pay using a mobile wallet, through a third party provider, or if the merchant uses a mobile or wireless card reader to process Your payment, You may not have fulfilled the Deal Terms to redeem the Deal and receive the cash back.**
- Cash back or statement credits may be reversed if a qualifying purchase is returned/cancelled.
- Some Deals may have enrollment/activation and time limits. Unless otherwise disclosed in the Deal Terms, each Deal will be available until enrollment/activation limits are met and until the day of Deal expiration (the cutoff for "AMEX Only" Deals is 11:59 pm Mountain Time).
- Individual merchants control all terms and conditions relating to their products and services, including:
  - Rights to return and/or seek a refund (if any),
  - Exclusions or limitations of the Deal, and
  - In most cases, the cash back amounts that may be earned in connection with the Deal.
  - **All returns (if available) must be made through the merchant; We are not responsible for any returns, and all questions about purchases or returns should be directed to the merchant.**

- When You make a purchase transaction for an AMEX Only Deal, Your Wells Fargo Rewards® account will be adjusted to reflect rewards earned only on the net amount of Your transaction after the cash back statement credit earned from a Deal has been applied. This adjustment will reduce Your rewards balance. Refer to the Wells Fargo Rewards Program Terms and Conditions and Addendum for Your Eligible Card at [wellsfargo.com/rewardsterms](https://wellsfargo.com/rewardsterms).

## Merchant's Privacy Policy

When redeeming Your Deal(s) online, please remember that the participating merchants operate their websites with different privacy practices. You should review each merchant's website privacy policy, as We have no control over information that is submitted by You to these third parties.

## Fraudulent or Abusive Activity

You agree to immediately notify Us if You suspect fraudulent or abusive activity in connection with the My WF Deals program or a Deal, by calling us at the number on the back of your Eligible Card. If We suspect fraudulent or abusive activity, You will cooperate with Us in any investigation and use any fraud prevention measures We request. Your failure to cooperate or to use prevention measures will mean You are liable for all fraudulent use or abusive activity with Your equipment and Your Eligible Card(s) You use to activate the Deal(s). We will, at Our discretion, disqualify any person We suspect of tampering with any aspect of the My WF Deals program or any Deal, or that We believe to be acting in an improper or disruptive way, and to seek damages from any person as permitted by law.

### Crediting Your Account

- Cash back earned for Deals You activate and that are redeemed by You or another Shared Account Customer will display in the "Earned" page of Your My WF Deals website.
- Cash back earned from Deals (excluding those marked as "AMEX Only") will be credited to the Eligible Card You, or another Shared Account Customer, used to redeem the Deal within 30 days of the offer being redeemed. For credit cards, the cash back will appear in the form of a statement credit from Wells Fargo. For debit cards, the cash back will appear in the linked or associated deposit account as a transfer from Wells Fargo.
- For Deals marked as "AMEX Only", any statement credits earned will be credited to the Propel Eligible Card You used to redeem the Deal within 90 days after the Deal expiration date.

## Questions or Disputes

### Questions

- If You have a question about the My WF Deals program, please call the number on the back of Your Eligible Card.

### Disputes

- If You wish to dispute an Eligible Card transaction or report any other suspected error relating to Your Eligible Card, please see the relevant provisions in the terms and conditions for Your Eligible Card.

## Disclosures

These deals are intended for the sole use of the intended recipient and are non-transferable.

Some products, services, and communications may only be offered in English. Please note that in the case of a dispute, the English version of our terms and conditions will govern.

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Deposit products offered by Wells Fargo Bank, N.A. Member FDIC.