

FISHER-PRICE™ COLLEGE SAVINGS REWARDS TERMS AND CONDITIONS

PLEASE READ THESE FISHER-PRICE COLLEGE SAVINGS REWARDS TERMS AND CONDITIONS (“**REWARDS TERMS**”) CAREFULLY AND RETAIN THEM FOR YOUR RECORDS. THESE REWARDS TERMS GOVERN YOUR PARTICIPATION IN THE FISHER-PRICE COLLEGE SAVINGS REWARDS PROGRAM (THE “**COLLEGE SAVINGS REWARDS PROGRAM**”) OFFERED IN CONNECTION WITH YOUR FISHER-PRICE COLLEGE SAVINGS REWARDS MASTERCARD ACCOUNT ISSUED BY MRV BANKS (“**ACCOUNT**”). IF YOU DO NOT AGREE TO ALL OF THESE REWARDS TERMS, YOU MAY NOT PARTICIPATE IN THE COLLEGE SAVINGS REWARDS PROGRAM.

- 1. General.** The College Savings Rewards Program is void where and to the extent prohibited by law. Your College Savings Rewards Mastercard Account Agreement (“**Agreement**”) will continue to govern use of the Account; provided these Rewards Terms will govern in any matter relating to the College Savings Rewards Program. The Account will be automatically enrolled in the College Savings Rewards Program when a Credit Card is activated or the Account is used. By activating a Credit Card or using the Account, you acknowledge and agree to be bound by these Rewards Terms. This is a separate and independent agreement from the Agreement; however, the College Savings Rewards Program is subject to the Resolving a Dispute with Arbitration section of the Agreement, which is incorporated into these Rewards Terms. In the event of a conflict between the terms of the Agreement and the terms of these Rewards Terms, the Agreement will govern, except these Rewards Terms will govern in any matter relating to the College Savings Rewards Program.
- 2. Definitions.** Unless separately defined herein, terms used in these Rewards Terms shall have the same meaning as defined in the Agreement.
“**College Savings Rewards Points**” means reward points earned when Qualifying Purchases are made by you or an Authorized User with the Credit Card anywhere Mastercard credit cards are accepted.
“**Good Standing**” means the Account is not over-limit, not delinquent, not bankrupt, not currently restricted by us, has passed our ability to pay analysis, and is being used in accordance with the Agreement.
“**Net Qualifying Purchase(s)**” means the total of all new Qualifying Purchases you make with your Credit Card or Account during a billing cycle, minus any credits posted to your Account during the same billing cycle for returns, chargebacks, or any other adjustments.
“**Qualifying Purchase(s)**” means the dollar amount of purchases of goods or services you make on your Account, including sales tax, rounded up or down, as applicable to the nearest whole cent. The following transactions are not considered Qualifying Purchases under the College Savings Rewards Program: Fees, interest charges, finance charges, cash advances, cash-like transactions, prohibited transactions, purchases of traveler’s checks, reloading of prepaid cards or other cash equivalents, and purchases made when your Account is not in Good Standing or any transactions made with a lost, canceled, or stolen Credit Card are not Qualifying Purchases.
- 3. How to Earn College Savings Rewards Points.** Your Account is eligible to earn College Savings Rewards Points in the form of College Savings Rewards Points under the College Savings Rewards Program while your Account remains open and in Good Standing. We reserve the right to determine in our sole discretion whether a particular transaction is a Qualifying Purchase. Under the College Savings Rewards Program, you will earn College Savings Rewards Points for Net Qualifying Purchases. The College Savings Rewards Points you will earn for each billing cycle will be 1% of the dollar amount of Net Qualifying Purchases posted to the Account during that billing cycle. You will earn College Savings Rewards Points at the end of each billing cycle. Additionally, some merchants may compile purchases and post them at a later date, which may delay your College Savings Rewards Points. There is no maximum limit on the amount of College Savings Rewards Points you can earn while your Account meets eligibility requirements. Qualifying Purchases are multiplied by 1% to determine the amount of Reward earned.
- 4. College Savings Rewards Points Earning Limitations and Adjustments.** Because your College Savings Rewards Points are calculated based on Net Qualifying Purchases, the amount of College Savings Rewards Points will be reduced by any merchant credits posted to your Account for returns, chargebacks or any other adjustments. If the amount of the merchant credits posted to your Account in a billing cycle exceed the amount of Net Qualifying Purchases you make in that billing cycle, your College Savings Rewards Points balance will be reduced by the number of College Savings Rewards Points previously earned in connection with such returned or refunded Purchase. If your College Savings Rewards Points balance is negative, College Savings Rewards Points for future Net Qualifying Purchases will be applied to such negative Reward balance until the College Savings Rewards Points balance is zero or positive. We may make adjustments to your future College Savings Rewards Points based on your Account activity. For example, we will decrease your College Savings Rewards Points balance to correspond with the amount of a reward disbursed by us in error. In certain circumstances, it is possible to have a negative College Savings Rewards Points balance.

You will not earn College Savings Rewards Points for any billing cycle during which the Account is in “Default” as described in the Agreement. You will not earn College Savings Rewards Points if the Account is not in Good Standing. You will not earn College Savings Rewards Points in or after any billing cycle in which you are otherwise disqualified from participation in the College Savings Rewards Program pursuant to the Disqualification Section of these Terms.

Except for the College Savings Rewards Points credited to your Account and reflected on your statement, College Savings Rewards Points have no cash or other value and may be used only as described in these Rewards Terms. College Savings Rewards Points cannot be assigned, transferred, gifted, sold, attached, pledged or bartered under any circumstance, including, without limitation, in case of disability or death, by operation of law or in connection with a domestic relations or other legal dispute.

- 5. Where to Find Your College Savings Rewards Points Balance.** The Account’s College Savings Rewards Points balance is available by accessing the Account online at fpcollegesavings.com or contacting customer service at 833-388-2141.
- 6. Redemption of College Savings Rewards Points.** To redeem College Savings Rewards Points, a redemption request must be made through the Account online at fpcollegesavings.com. The redemption request must identify how the redeemed College Savings Rewards Points should be received. The redeemed College Savings Rewards Points may be received either (i) through a credit of the amount of the redeemed College Savings Rewards Points to the balance in the linked 529 Plan(s), as described in the Linked 529 Plan Redemption Bonus Section of these Reward Terms; or (ii) through the application of the amount of the redeemed College Savings Rewards Points as a statement credit to the Account balance. We reserve the right to determine the method to disburse any College Savings Rewards Points. If you have not successfully linked a 529 Plan to your Account, if you have closed your linked 529 Account, or if for any reason your linked 529 Plan account is not able to process a credit redemption upon your request, [such College Savings Rewards Points will remain in your points balance to be redeemed in the future in accordance with this paragraph]. College Savings Rewards Points redeemed for Account credits will be shown as a credit under the transaction code “[insert the wording the customer sees on the statement]” on your periodic statement for the billing cycle that includes the date such College Savings Rewards Points are credited to your Account. Once you redeem College Savings Rewards Points, it may take 1 billing cycles for such College Savings Rewards Points to credit on your periodic statement. College Savings Rewards Points may result in a credit balance on your Account.

7. **Linked 529 Plan Redemption Bonus.** College Savings Rewards Points redeemed to a linked 529 Plan will be doubled upon completion of the redemption. You may link one or more 529 Plans to your Account as described at [web address]. **We are not responsible for selecting or facilitating the selection of any 529 Plan, nor do we make any recommendation as to whether to open or fund any 529 Plan, which 529 Plan to open or fund, or which investment options to choose within a 529 Plan.** We do not provide any investment advice, and you should consult with your own financial or other advisor for advice on investing in a 529 Plan.
8. **Tax Considerations.** You are responsible for determining any tax liability arising from participation in the College Savings Rewards Program or with respect to any linked 529 Plan. Consult with a qualified tax advisor to determine consequences related to your particular situation.
9. **Minimum Redemption Amount and 529 Plan Redemptions.** The minimum amount of College Savings Rewards Points that can be redeemed as a statement credit to the Account balance is \$25.00. The minimum amount of College Savings Rewards Points that can be redeemed to the balance of a linked 529 Plan is \$25.00 for each linked 529 Plan. For redemptions to more than one linked 529 Plan, we will allocate your redemption amount equally for each linked 529 Plan. For example, if you have two (2) linked 529 Plans, the minimum redemption amount is \$50.00 of which \$25 would be allocated to each 529 Plan. Please allow up to 60 days for redemption to appear in your 529 Plan account. All redemptions of College Savings Rewards Points credited to a 529 Plan are final and may not be reversed once applied. Please refer to your 529 Plan account administrator for the plan account balance and other plan details.
10. **Special Rewards Offer for New Accounts.** We may offer promotional rewards for new accounts simultaneously. Individual offers cannot be combined with any other offer or promotion of the College Savings Rewards Program. You will be eligible for only one offer per Account during the offer period. Some restrictions will apply. The terms for a promotional offer will vary by promotional campaign and can be changed or discontinued at any time without notice. To determine whether a promotion is currently in effect and its terms, you may speak with Card Services by contacting customer service at 833-388-2141.
11. **When Does My Ability to Earn College Savings Rewards Points End?** You will not earn College Savings Rewards Points if the Account is closed or is in "Default" as described in the Agreement, or if you are otherwise disqualified from participation in the College Savings Rewards Program pursuant to the Disqualification Section of these Rewards Terms. You will not be entitled to compensation or any other recourse if your College Savings Rewards Points are forfeited for any reason.
12. **How Long Do I Have to Redeem College Savings Rewards Points?** There is no time limit by which earned College Savings Rewards Points must be redeemed; however, College Savings Rewards Points may be forfeited in accordance with these Rewards Terms as provided below. You must redeem any College Savings Rewards prior to closing the Account.
13. **When Are My College Savings Rewards Points Forfeited?** College Savings Rewards Points will be forfeited if: (i) the Account goes into "Default" as described in the Agreement; (ii) you file for bankruptcy or insolvency or such proceeding is initiated against you; (iii) the Account is closed for any reason; or (iv) the College Savings Rewards Program or your participation in the College Savings Rewards Program is terminated. You will not be entitled to compensation or any other recourse if your College Savings Rewards Points are forfeited for any reason.
14. **Disqualification.** We reserve the right, in our sole discretion, to disqualify customers from earning College Savings Rewards Points in the event of fraud, abuse of College Savings Rewards Program privileges or violation of these Rewards Terms. Such disqualification may be temporary or permanent and may result in the forfeiture of College Savings Rewards Points.
15. **Other Limitations.** We reserve the right to interpret College Savings Rewards Program rules and policies, including these Rewards Terms, in our sole discretion and will be the final authority on the College Savings Rewards Program and Qualifying Purchases. You acknowledge that the College Savings Rewards Program is a promotional program for which no consideration has been paid, and unredeemed College Savings Rewards Points have no cash value. You also acknowledge that you are not relying on us for investment advice with regard to your investment in a 529 Plan or whether you should link a 529 Plan to your Account or redeem College Savings Rewards Points as a credit to a linked 529 Plan, and you further acknowledge that we have no control over or authority with respect to any aspect of a linked 529 Plan. Unless or until College Savings Rewards Points are redeemed in accordance with these Rewards Terms, you have no right, title, or interest in the earned College Savings Rewards Points.
16. **Termination; Notice of Changes.** We reserve the right, in our sole discretion, to modify, restrict, cancel, suspend, or terminate the College Savings Rewards Program at any time without compensation or prior notice to you, except as required by law. In the event the College Savings Rewards Program or your participation in the College Savings Rewards Program is terminated or cancelled by us, any earned but not redeemed College Savings Rewards Points will be forfeited, except as required by law. All material changes to the College Savings Rewards Program will be reflected in these Rewards Terms and will be effective immediately upon posting of the revised Rewards Terms to our website. You waive any right to receive specific notice of such changes, subject to applicable law.
17. **Disclaimer of Warranties and Limitation of Liability.** The College Savings Rewards Program is provided without representation or warranty of any kind, either express or implied, to the extent permitted by applicable law. Neither we, Card Services, nor any other service provider will be liable for any damages whatsoever, including, without limitation, direct, indirect, special, consequential, incidental, punitive damages or any other losses or expenses arising in connection with participation in the College Savings Rewards Program. You agree to release, discharge and hold harmless us, Card Services, and any other service providers from any and all claims of any sort, type, kind or nature that you may have arising out of or in any way relating to your participation in the College Savings Rewards Program or with respect to any College Savings Rewards Points, including (but not limited to) claims for or due to personal injury, property damage, accident, sickness, delay, cancellation, postponement, inconvenience, penalty, fines, fees, refunds or other irregularities that may occur, are related to, or that may be caused by or arise out of participation in the College Savings Rewards Program. Notwithstanding the foregoing, we will be responsible for any damages resulting from our own gross negligence in performing our obligations under these Rewards Terms.
18. **Communications with You.** We, Card Services, and any other service providers may contact you regarding any matter related to the College Savings Rewards Program by mail, telephone or electronic communications using any email address, telephone number, or physical address provided in connection with the Account. You agree to update your contact information immediately following any change in such information by submitting your information online or by calling 833-388-2141.
19. **College Savings Rewards Program Website.** Despite our best efforts to ensure accuracy, errors on our website regarding the College Savings Rewards Program may occasionally occur. We reserve the right to correct such errors at any time, even if it affects your College Savings

Rewards Points balance. Neither we nor our service providers are responsible for any delay or difficulty accessing the College Savings Rewards Program through our website due to scheduled maintenance or circumstances beyond our control.

20. **Contact.** If you have any questions regarding the College Savings Rewards Program, you may contact us by telephone at 833-388-2141, or by U.S. mail at Card Services, PO Box 530101, Atlanta, GA 30353-0101.