



Terms & Conditions

Earn More Mall Feature Terms and Conditions

PLEASE REVIEW THE UPDATED EARN MORE MALL FEATURE TERMS AND CONDITIONS (“EMM TERMS”) BELOW. BY CLICKING “ACCEPT” YOU CONFIRM THAT YOU HAVE THE RIGHT, AUTHORITY AND CAPACITY TO CONSENT TO THESE UPDATED EMM TERMS, HAVE READ, UNDERSTAND AND AGREE TO THESE EMM TERMS, AND THAT YOU UNDERSTAND AND AGREE THAT WE MAY ACCESS PAST AND FUTURE TRANSACTIONS MADE ON YOUR WELLS FARGO REWARDS CREDIT CARD (AS DEFINED IN SECTION 1, PARAGRAPH 2 BELOW) TO PROVIDE YOU WITH OFFERS AND MESSAGES BASED ON INFORMATION SUCH AS YOUR PURCHASE BEHAVIOR. YOU ARE NOT AUTHORIZED TO USE THE EARN MORE MALL WITHOUT AGREEING TO THESE EMM TERMS IN THEIR ENTIRETY. IF YOU CLICK “NOT TODAY”, YOU WILL BE GIVEN THE CHANCE TO ACCEPT THE EMM TERMS AGAIN IN THE FUTURE.

If you have questions, please contact the Wells Fargo Rewards Service Center at 1-877-517-1358.

Effective: November 2014

Section 1: Your Contract With Us

1. In these EMM Terms, "You" or "Your" refer to a Wells Fargo Rewards® Program Customer who is the user of the Earn More Mall Feature and "We", "Us", the "Bank", "Wells Fargo", and "Our" refer to Wells Fargo Bank, N.A. It is Your responsibility to read and understand the EMM Terms prior to use. Through Your use of the Earn More Mall Feature at MyWellsFargoRewards.com and MyWellsFargoRewardsEMM.com (collectively referred to as the "Website"), You agree to be bound by these EMM Terms. Terms that are capitalized but are not defined in these EMM Terms will have the meanings as set forth in the Wells Fargo Rewards Program Terms and Conditions, which can be found at the Website.

2. The following definitions will be used throughout these EMM Terms:

Bonus Rewards	The additional Points or Cash Rewards, as applicable, that You will earn for making Qualifying Purchases through the Earn More Mall.
In-Store Offer	A type of Qualifying Purchase where You make an in-store purchase using a Wells Fargo Rewards credit card at an applicable Participating Merchant featured on the Earn More Mall site to earn Bonus Rewards.
Merchant Link	A type of Qualifying Purchase where You make a purchase online using a Wells Fargo Rewards Credit Card or other payment card through the applicable Participating Merchant links featured on the Earn More Mall site to earn Bonus Rewards.
Participating Merchant(s)	Retailer(s) that participate in the Earn More Mall.
Qualifying Purchase(s)	Term used to reference both the Merchant Link and In-store Offer functions of the Earn More Mall.
Special Offers	Products and services from Participating Merchants that You may purchase, including certain offers with a time-limited promotional added value.
Wells Fargo Rewards credit card	An Earning Mechanism under the Program as determined by Us.

Other terms are defined in the EMM Terms below.

3. The Earn More Mall Feature is offered by Us and managed and operated for Us by Affinity Solutions, Inc. ("Affinity"). If You make a Qualifying Purchase, You will be entitled to earn Bonus Rewards. Earn More Mall also offers You the ability to purchase Special Offers from Participating Merchants. You understand that Affinity and the Participating Merchants have separate agreements and Wells Fargo may receive fees from certain Participating Retailers.

4. All merchant offers are the specific offers of the Participating Merchant only, and not offers by Wells Fargo, Affinity or any of their respective Affiliates. The Participating Merchant reserves the right to cancel or change any merchant offer at any time and for any reason without notice to You. Certain Participating Merchants may have blackout periods when Qualifying Purchases and/or Special Offers (collectively and individually "Rewards") are not offered, may limit the number of Rewards, may limit the amounts of Rewards, or may not offer Rewards on certain types of transactions (e.g., the purchase of gift cards). Rewards from a Participating Merchant are not available in connection with: (a) purchases made at Participating Merchants not participating in the Earn More Mall Feature at the time of the transaction; (b) the Bonus Rewards portion of any purchase; (c) the amount of tax paid on some online purchases; (d) ATM or cash advance transactions; (e) online merchant transactions that are not purchased through the Website; or (f) any transaction violating any federal, state or local law. Before making a purchase, You should review the details of the Earn More Mall Feature, including the list of Participating Merchants, specific offers and eligibility requirements for such



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offers, which are available on the Website. Some offers may have Bonus Rewards earning maximums or other limitations that may restrict your ability to earn Bonus Rewards on any particular offer or with any particular Participating Merchant. For example, a Participating Merchant may cap your Bonus Rewards at \$50 (or equivalent) on any transaction and may also limit the number of transactions that qualify. Some Participating Merchants' offers may allow You to earn Bonus Rewards for online purchases only. For online only Participating Merchant offers, You will only be entitled to earn Bonus Rewards for purchases You make through the designated Merchant Link on the Website. Certain Participating Merchants may not be available on a mobile device and/or tablet. Please view the full site to see all Participating Merchants. Under no circumstance will Wells Fargo, Affinity or their respective Affiliates, directors, officers, employees, attorneys, representatives, agents or subcontractors be responsible or liable for any changes in any Participating Merchant offers.

5. All Participating Merchant offers are subject to availability. Wells Fargo, Affinity and their respective Affiliates reserve the right to withdraw, change or replace any Participating Merchant offer featured on the Website at any time and for any reason without any notice to You. None of Wells Fargo, Affinity or their respective Affiliates guarantee that any Participating Merchant offer will be available for any length of time or that any merchant will continue to participate in the *Earn More Mall* Feature.
6. Wells Fargo is not affiliated with Affinity nor any of the Participating Merchants associated or listed with the *Earn More Mall* Feature.
7. If any provision of the EMM Terms are determined to be unlawful, the rest of the EMM Terms will stand and the unlawful provision will be deemed amended to conform to law. Offers made may not be valid where restricted by law.
8. All right, title and interest in all registered or common law marks, trademarks and service marks and logos belong to and are the sole and exclusive property of their respective owners.
9. The Website and its content (including without limitation information, text, graphics, logos, photographs, images, moving images, sound, illustrations, and other materials, the Website design, and all software and source codes connected with the Website) are protected by copyright, trademarks, patents and other intellectual property rights and laws. The use of the *Earn More Mall* Feature is subject to the *Wells Fargo Rewards* Program Terms and Conditions, including but not limited to the Arbitration Section.
10. You must make Qualifying Purchases, either in person at a Participating Merchant or by personally using the Website, and must not use any automatic programs, scripts or any other form of electronic or other assistance to generate spend activity.
11. Changes to the EMM Terms or access to the *Earn More Mall* Feature: **Wells Fargo reserves the right to change any of these EMM Terms, or amend, cancel, or temporarily suspend the *Earn More Mall* Feature, or Your participation in the *Earn More Mall* Feature, in whole or in part, at any time and for any reason, including without limitation, the appearance of fraud or abuse, or Your violation of either these EMM Terms or the Program Terms, as determined in Our sole discretion, which may result in the decrease in redemption value of Bonus Rewards, the cancellation of Your ability to earn Bonus Rewards or purchase Special Offers, and/or forfeiture of Bonus Rewards. We will give You advance written notice of any material changes.** You can find the most current EMM Terms at the MyWellsFargoRewardsEMM.com website.



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Section 2: Eligibility and Earning of Bonus Rewards

12. You may access the *Earn More Mall* Feature and may be eligible to earn Bonus Rewards through Qualifying Purchases. You may access the *Earn More Mall* Feature by logging onto the Website.
13. For a Qualifying Purchase to be valid, You must be actively enrolled in the Program, and one of the following must also occur:
 - a. You must complete a purchase online through an applicable Merchant Link. To do so, You must: (i) begin by clicking on a Merchant Link; (ii) be successfully connected to the applicable merchant website as a direct result of clicking on such Merchant Link; and (iii) ensure that Your "cookies", both first and third party, are enabled on Your Web browser at all times.* Any alteration to the connection or "cookies" will disqualify Your purchase from being characterized as a Qualifying Purchase; or
 - b. You must complete an In-Store Offer. Qualifying Purchases may have certain terms and conditions that need to be met in order to receive Bonus Rewards, and such terms will be disclosed at the time the offer is made.
14. Certain Qualifying Purchases may also require You to activate the offer (meaning that You must proactively click the activate button to be eligible for the offer before You can use that offer). Such offers are only available from the date the offer is activated through to the offer's expiration date, which will be provided to You at the time You activate an offer. These offers are subject to change. Bonus Rewards earned for these activated offers are based on the net purchase price of the eligible good or service being purchased with this offer (what You actually paid rather than the full value before activating the discount) when using Your *Wells Fargo Rewards* credit card at the in-store Participating Merchant offering the activated offer.
15. Only net purchases (purchases minus returns/credits) are deemed to be Qualifying Purchases eligible for Bonus Rewards, and any Bonus Rewards awarded may be reversed for any corresponding return, exchange or credit. Purchases that do not comply with the requirements of paragraph 13 above are not eligible for Bonus Rewards. The Bonus Rewards You earn will not be available for use in real time immediately following the Qualifying Purchase, as Participating Merchants can take up to 30 days of Your Qualifying Purchase or up to 30 days from the completion of Your travel to post the Bonus Rewards to Your Rewards Account. We reserve the right to deduct Bonus Rewards posted to Your account to adjust for Your returns and cancellations of Qualifying Purchases. In a circumstance where You have redeemed Bonus Rewards and then either returned or cancelled the Qualifying Purchase, You may be responsible for repaying the Bonus Rewards redeemed in the form of a check or other agreed upon payment method. We may apply subsequent Bonus Rewards You earn to satisfy any repayment obligations You may accrue.



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Section 3: Merchant Link and In-Store Offers

16. Taxes, fees, and shipping/handling charges may not be considered part of a Qualifying Purchase and, therefore, may not earn Bonus Rewards.
17. No other offers, coupons or discount codes, other than those offered through Affinity and expressly identified as being related to an applicable Merchant Link or In-Store Offer, can be used in conjunction with a Qualifying Purchase.
18. The amount of Bonus Rewards offered and the amount You can earn varies by Participating Merchant and is described on the Website. Additional terms and conditions of each specific Qualifying Purchase involving a Merchant Link or In-Store Offer varies by Participating Merchant and will be disclosed to You at the time You select the Merchant Link or In-Store Offer.
19. Crediting of Bonus Rewards earned for Qualifying Purchases is subject to the following terms:
 - a. Participating Merchants vary in policies on how often they report transactions. As a result, some Bonus Rewards earned for Qualifying Purchases may take longer than others to appear in Your Rewards Account.
 - b. Bonus Rewards earned for Qualifying Purchases will be credited to Your Rewards Account within 30 days of Your purchase or completion of Your travel if You made a travel purchase.
20. If You believe that You have made purchases that should have resulted in You receiving Bonus Rewards, and the Bonus Rewards have not been applied appropriately within 30 days of Your purchase, or 30 days from the completion of Your travel (hereinafter each a "Review Period"), You should call 1-877-517-1358. However, You must call sometime within the following 60 days after a Review Period for the situation to be investigated. The results will be reported to You after completing the investigation. If You do not call within 60 days after the Review Period, You will have waived Your right to the Bonus Rewards claim. You may be required to provide documentation of Your spending if You believe that such spending should have resulted in Bonus Rewards. Upon completion of the investigation into Your claim and communication to You of a decision, there will be no further responsibility to You should You later reassert the same claim.
21. If the Qualifying Purchase is returned or exchanged, the Qualifying Purchase is not eligible to earn Bonus Rewards. In the process of an exchange, the Participating Merchant cancels the original Qualifying Purchase and replaces it with a new purchase. When doing this, Bonus Rewards earned get reversed and new Bonus Rewards are not established because the Participating Merchant has created the new purchase, as opposed to You making the purchase through the Website. Returns and exchanges are subject to the return policy of the Participating Merchant from whom You purchased. To avoid losing Your Bonus Rewards on exchanges, please return the entire order pursuant to the Participating Merchant's instructions and make another Qualifying Purchase through the Website to be sure You receive Bonus Rewards on Your entire purchase.
22. We may communicate with You regarding any matter related to the *Earn More Mall* Feature via mail, telephone, or electronic communication. These communications may include commercial electronic mail messages even if You have previously made a request not to receive such messages. You may update Your contact information at MyWellsFargoRewards.com or by calling 1-877-517-1358.
23. At Your option, You may choose to receive monthly *Earn More Mall* Feature email bulletins, which alert You to new offers, special deals, and other information. To subscribe to receive such bulletins, go to www.MyWellsFargoRewardsEMM.com. You may unsubscribe from these emails at any time. It may take up to 10 business days for such request to be processed.



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Section 4: Special Offers

24. You also have the opportunity to purchase Special Offers through the *Earn More Mall* Feature using a Wells Fargo credit card or other payment card. These Special Offers can be found on the Website, and in some instances You have the ability to receive email offers from various Participating Merchants.
25. Each Special Offer has specific terms associated with the offer, which will be disclosed to You prior to Your purchase of the particular offer. If any Special Offer terms conflict with these EMM Terms, the Special Offer terms will control, except to the extent such Special Offer terms are prohibited by applicable law. By placing an order and purchasing a specific Special Offer, You agree to the Special Offer terms, restrictions and conditions associated with the specific offer. Once You have placed Your order and purchased the Special Offer, Your payment card will be charged for the amount of the offer.
26. Some of these Special Offers are provided for a limited number of purchasers or purchases, as specified for the particular offer. Any attempt by You to obtain more than the permitted number of purchases specified for a particular offer by using multiple or different identities, forms, registrations, addresses or any other method will void Your purchases. Whether purchase characteristics indicate a violation of this section of the EMM Terms will be determined in Affinity's and Our sole discretion.
27. You can purchase several types of Special Offers, as described below:
 - a. In purchasing some Special Offers, You will receive an email that You will print and redeem at the Participating Merchant (a "Voucher"). The email containing the Voucher will indicate the date(s) the offer is available for use. Each Voucher combines two separate portions that make up the particular Special Offer: (i) a paid portion equal to the amount Your payment card is charged (the "Paid Value"); and (ii) the additional promotional value of the offer if used by the promotional expiration date on the Voucher (the "Promotional Value"). Unless otherwise stated in the terms of the Special Offer, You will use the Voucher for only one transaction at the Participating Merchant. The expiration date for the Promotional Value of the Voucher is indicated on the Voucher. Once the Promotional Value expires and You have not yet redeemed the Voucher, You may still use the Voucher for only the Paid Value until the legally permitted expiration date. If the Participating Merchant refuses to honor the Voucher before the legally permitted expiration date, then the Paid Value of Your Voucher will be refunded to You. In order to receive the refund You must call 1-877-517-1358 and You must provide the following information: (i) identification of the Voucher and Participating Merchant with whom You sought to redeem the Voucher, (ii) statement of the date, time and circumstances in which the Participating Merchant refused to redeem the Voucher, and (iii) a statement that the Voucher has never been redeemed with the Participating Merchant. Your claim will be investigated. The results will be reported to You shortly after completing the investigation and making the determination. Reasonable efforts will be made to correct the error, if any, within a reasonable time after determining that an error occurred.
 - b. In purchasing some Special Offers, You will receive an email with a gift card code that You redeem at the Participating Merchant (an "eGift Card"). Each eGift Card combines two separate portions that make up the particular Special Offer: (i) a paid portion equal to the amount Your payment card is charged (the "eGift Card Paid Value"), and (ii) the additional promotional value of the offer (the "eGift Card Promotional Value"). An eGift Card can be used until any legally permitted expiration date or until You have used its full eGift Card Promotional Value. If the Participating Merchant refuses to honor the eGift Card, then the remainder of the eGift Card Paid Value will be refunded. In order to receive the refund, You must call 1-877-517-1358 and You must provide the following information: (i) identification of the eGift Card and Participating Merchant with whom You sought to redeem the eGift Card, and (ii) a statement of the date, time and circumstances in which the Participating Merchant refused to redeem the eGift Card. Your claim will be investigated. The results will be reported to You shortly after completing the investigation and making the determination. Reasonable efforts will be made to correct the error, if any, within a reasonable time after determining that an error occurred.
 - c. In purchasing some Special Offers, You will be mailed a gift card or a physical product ("Merchandise"). If You purchase Merchandise (including without limitation physical gift cards or tickets to an event), the Merchandise will be mailed to the address We have on record for You.
 - d. In purchasing some Special Offers, You will receive an email with either an electronic code or a printout for a point-of-sale discount ("Coupon(s)") to purchase products and services. Certain Coupons will be available for only a limited period of time ("Coupon Validity Period"), which is indicated on the Coupon. If You use the Coupon within the Coupon Validity Period, the discount will apply to Your purchase. You may not use the Coupon after the Coupon Validity Period.
28. Unless otherwise stated in the Special Offer or required by applicable law, the following additional terms apply to all Special Offers:
 - a. There is no cash value for any Voucher, Merchandise, eGift Card, or Coupon;
 - b. Special Offers may be withdrawn without notice;
 - c. Cash back or credit is limited to the Paid Value of the Voucher, Merchandise or eGift Card;
 - d. There may be certain restrictions or limitations in Your use of a Voucher, eGift Card, or Coupon and such limitations or restrictions are at the sole discretion of the Participating Merchant (which may be limited by applicable state or local law), and will be disclosed to You at the time You purchase the Special Offer;
 - e. Vouchers and Coupons cannot be used for taxes, tips, prior balances, or shipping or handling fees, as applicable, unless otherwise noted in the Special Offer terms;
 - f. Neither Affinity, the Participating Merchant nor Wells Fargo is responsible for lost or stolen Vouchers, Merchandise, eGift Cards, or Coupons;



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- g. Duplicate use, sale or trade of a Special Offer and/or its corresponding Voucher, Merchandise, eGift Card, or Coupon is prohibited, except as required by law; and
 - h. Unless otherwise stated at the time of purchase, the Paid Value or the Promotional Value does not include sales or use taxes, which may be charged to You separately by the Participating Merchant at the time You redeem a Voucher, Merchandise, or eGift Card.
29. The Participating Merchant is the sole issuer of the Voucher, Merchandise, eGift Card, or Coupon. As such, neither We nor Affinity bear any responsibility for: (i) any injuries, illnesses, damages, claims, liabilities or costs suffered by or in respect to You, caused in whole or in part by the Participating Merchant or its products and services; or (ii) any unclaimed property liability arising from unredeemed or partially redeemed Vouchers, Merchandise, or eGift Cards. All such claims should be directed to the Participating Merchant. By participating in Special Offers, You acquire the right to print and/or redeem the Coupon or the purchased Voucher, Merchandise, or eGift Card issued by the Participating Merchant and to use the Coupon, Voucher, Merchandise, or eGift Card according to the terms stated on the Coupon, Voucher, Merchandise, or eGift Card and these EMM Terms. Whether You choose to print and/or redeem the Coupon, Voucher, Merchandise, or eGift Card, is within Your sole control and at Your sole discretion.
30. Some products or services may be subject to geographic conditions and not be available in Your area.
31. Provided that the Voucher or eGift Card You purchased has not been redeemed, You may request a refund of the Paid Value within five days of Your purchase. You will not be given a refund if Your request is made more than five days after the date of purchase unless the Participating Merchant has gone out of business during the time that the Promotional Value is valid. For assistance, please call 1-877-517-1358.
32. Purchases made using a Coupon are subject to the refund policy of the Participating Merchant. Refunds will not be administered on behalf of the Participating Merchant. Please contact the Participating Merchant for its refund policy.

* The process used to track Your purchases through the Website involves the use of a "Cookie." A Cookie is a piece of data that is stored on Your device. It enables You to freely navigate and remain logged onto the Website for each visit. Cookies from the Merchant Links allow tracking of where You visited, shopped or joined another website. Many Internet services deliver Cookies to visitors of their websites. Cookies are used by Internet services for purposes such as to make their services much more convenient and personalized. If You would like more information about Cookies, You may wish to do a web search on Your favorite search engine.

Merchants and offers are subject to change.

Merchants of the *Earn More Mall* feature control the variability of the offers shown. Merchant bonus offers may be offered on a limited time, promotional basis and are subject to change without notice. Bonus Rewards will be earned on net purchases (purchases minus returns/ credits) when using your *Wells Fargo Rewards* credit card for qualifying in-store purchases at participating retailer locations or a payment card for qualifying purchases when linking from the *Earn More Mall* Site.