

Navy Federal Credit Union Referral Program

OFFICIAL PROGRAM RULES

LAST UPDATED: 5/1/2024

The Navy Federal Credit Union Referral Program offer (the "Program") is being offered by Navy Federal Credit Union located at 820 Follin Lane SE, Vienna, Virginia 22180 and is intended for solicited Navy Federal Credit Union ("Navy Federal" or "Sponsor") members (each a "Referrer") to invite only interested personal friends, family members and known acquaintances ("Referees") to take advantage of the current *cash*Rewards, Platinum, GO REWARDS®, Visa Signature® Flagship Rewards, or Navy Federal More Rewards American Express® Card offers on <https://www.navyfederal.org/loans-cards/credit-cards/offers.html> as mentioned herein. The Official Program Rules ("Official Rules") contain the terms for participation in the Program and for Referrers to receive a referral bonus and Referees to receive an offer ("Offer"). If changes are made to these Official Rules, the updated copy can be found at [NFCUrefer.org](https://www.navyfederal.org/loans-cards/credit-cards/offers.html). If you do not accept any such changes, your sole and exclusive remedy is to cease participation in the Program. You are deemed to be aware of and bound by such changes by your continued access to or participation in the Program.

1. Refer-A-Friend Promotion: Referrers can receive the advertised amount in a rewards credit ("Referral Bonus") for each new unsecured Credit Card application submitted by a Referee —up to a maximum of \$500 per calendar year— who they referred, and the application results in a new approved account. If Referrer has a rewards credit card, the Referral Bonus will be credited into the card's account rewards balance. If Referrer has a Platinum credit card, the Referral Bonus will be provided as a statement credit. The Program begins on May 1, 2024 at 12:00 a.m. Eastern Time ("ET") and ends on June 30, 2024 at 11:59 p.m. ET (the "Program Period"). To receive the Referral Bonus, Referrers must submit the referral and the Referee(s) referred must submit the unsecured Credit Card application by June 30, 2024 at 11:59 p.m. ET. Merkle Inc., located at 3000 Town Center, Suite 2100, Southfield, MI 48075 (the "Administrator") will administer the Program and its computer is the official time-keeping device for the Program. Additional conditions of the Program apply, as set forth in Paragraph 6 below.

2. Eligibility:

The Program and Referral Bonus is open to Referrers who:

- a) Are Navy Federal members who receive an email invitation from Navy Federal to participate in the Program;
- b) Are Navy Federal unsecured Credit Card account owners ("Credit Card holders") and the credit card account is in good standing (i.e., credit card account is not delinquent or otherwise in default) at the time the Referral Bonus is credited to your account;
- c) Are legal residents of the fifty (50) United States (including D.C.);
- d) Are at least eighteen (18) years of age or older at the time of participation; and
- e) Agree to the Official Rules.

The Program and Offer is open to Referees who:

- a) Are legal residents of the fifty (50) United States (including D.C.) who are at least eighteen (18) years of age or older at the time of participation;
- b) Are invited to participate by an eligible Referrer; and
- c) Agree to the Official Rules.

3. Agreement to Official Rules and the Navy Federal Credit Card Agreement and Disclosure: By participating in the Program and receiving the Referral Bonus/Offer, you fully agree to the Official Rules. Any violation or abuse of this Program or the Official Rules may result in the forfeiture of the Referral Bonus/Offer and/or your termination or suspension from

participation in the Program. Navy Federal reserves the right to limit, cancel, or revoke Referral Bonuses/Offer if Navy Federal determines, in its sole discretion, that you have violated the Official Rules, or if we restrict or close your account pursuant to our Credit Card Agreement and Disclosure ("Agreement") with you.

4. How to Participate in the Program:

Referrer: Once you receive the email invitation to participate in the Program, click the referral link in the email. Then, follow the instructions to complete and submit the referral during the Program Period (the "Referral"). To submit the Referral, you must provide the valid email address associated with your Navy Federal account. The Program is only available online. Then, you can submit the names and email addresses of Referees who may or may not be existing Navy Federal account holders. The individual(s) you refer must be eligible to become an unsecured Credit Card Holder ("Eligible unsecured Credit Card Holder"); must either be an existing Navy Federal member or must meet Navy Federal membership eligibility requirements and become a member; and must not already currently be an unsecured Credit Card Holder. Each Eligible unsecured Credit Card Holder/Referee that you refer will receive an email notifying him/her/them about the Program and how to become an unsecured Credit Card Holder. **PLEASE NOTE: (I) DUE TO THE CONFIDENTIAL NATURE OF THE UNSECURED CREDIT CARD APPROVAL PROCESS, YOU WILL NOT BE NOTIFIED OF WHETHER NAVY FEDERAL WILL APPROVE OR DECLINE ANY APPLICATION(S) FROM INDIVIDUAL(S) YOU REFER. (II) IF YOU EMAIL AN ELIGIBLE UNSECURED CREDIT CARD HOLDER THROUGH OTHER MEANS SUCH AS YOUR PERSONAL EMAIL, IT WILL NOT BE CONSIDERED A REFERRAL IN THIS PROGRAM. (III) IF YOU REFER A CURRENT UNSECURED CREDIT CARD HOLDER, YOU WILL NOT BE ELIGIBLE TO EARN A REFERRAL BONUS FOR THE APPLICABLE FRIEND(S)/FAMILY MEMBER(S)/KNOWN ACQUAINTANCE(S).**

Referee: The Program is only available online. Once you receive an email invitation from a Referrer to participate, click the link in the email. Then, follow the instructions to complete and submit the application. Once you are approved as an unsecured Credit Card Holder, you will receive the stated Offer. Limit: one (1) Offer per person. Any attempt by you to obtain more than one (1) Offer by using multiple/different email addresses, accounts, identities, registrations and logins, or any other methods will void the Offer and you may be disqualified from the Program. The Offer will be fulfilled within 8-12 weeks after your Credit Card approval. The Offer may be taxable income to you. Determination of tax liability (if any) shall be your sole responsibility and responsibility of the recipient of the Offer. Please consult a tax advisor if you have questions about the tax treatment of the Offer.

5. Email Distribution ("Spam"): The referral email to Referees will be sent from Administrator, with Referrer's email address indicated as the sender, upon their instruction to send the email. For purposes of the referral emails generated on NFCUrefer.org, the Referrer is the actual sender of the emails and must comply with applicable law. By submitting any email address as part of the Program, each Referrer represents that they have the appropriate permission and consent. Referrer indemnifies Navy Federal for actions they take that do not comply with the law, including anti-spam laws, as a result of instructing the Administrator to send the referral email.

6. Referrer Program Terms: You may receive up to a maximum of \$500 in Referral Bonuses, per calendar year. You will only get a Referral Bonus when you refer others. Any attempt by you to obtain more than the maximum of \$500 in Referral Bonuses by using multiple/different email addresses, Navy Federal accounts, identities, registrations and logins, or any other methods will void the Referral Bonus and you may be disqualified from the Program. The Referral Bonus will post to your Navy Federal account within 8-12 weeks after each completed Referral is confirmed.

The first person to refer an Eligible unsecured Credit Card Holder will only be the potential recipient of a Referral Bonus. If anyone subsequently refers the same person, as outlined herein, and the Eligible Credit Card Holder is approved, the subsequent Referrer will not receive a

Referral Bonus. Multiple participants are not permitted to share the same email address. You should not publish or distribute the referral link; the link will not function for anyone other than individuals who receive an email invitation from Navy Federal to participate in the Program.

You acknowledge and accept that the Referees you refer will be able to tell that you are a Navy Federal member and a Navy Federal Credit Card Holder. The Referral Bonus may be taxable income to you. Determination of tax liability (if any) shall be your sole responsibility and responsibility of the recipient of the Referral Bonus. Please consult a tax advisor if you have questions about the tax treatment of a Referral Bonus.

7. General Conditions: Navy Federal reserves the right to cancel, suspend and/or modify the Program, or any part of it, if any fraud, civil unrest, widespread illness, pandemic, technical failures, human error or any other factor impairs the integrity or proper functioning of the Program, as determined by Navy Federal in its sole discretion. Navy Federal reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Program or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Program may be a violation of criminal and civil law, and, should such an attempt be made, Navy Federal reserves the right to seek damages from any such person to the fullest extent permitted by law. Navy Federal's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

8. Release: By receipt of the Referral Bonus/Offer, you agree to release and hold harmless Navy Federal, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and Referral Bonus/Offer suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Program or receipt or use or misuse of the Referral Bonus/Offer.

9. Limitations of Liability: The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Program; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the registration process or the Program; (d) technical or human error which may occur in the administration of the Referral Bonus/Offer or the processing of registrations; (e) late, lost, undeliverable, damaged or stolen mail; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participation in the Program or receipt or use or misuse of any Referral Bonus/Offer.

10. Disputes: Except where prohibited, you agree that: (a) neither you nor Navy Federal may commence, join, or be joined to any judicial action (as either an individual litigant or the member of a class) that arises from the other party's actions pursuant to or connected with this Program, the Agreement, or any Referral Bonus/Offer awarded to you, or that alleges that the other party has breached any provision of, or any duty owed by reason of the Program or the Agreement, until such party has notified the other party of such alleged breach and afforded the other party a reasonable period after the giving of such notice to take corrective action; and (b) any and all claims, judgments and awards shall be limited to only actual out-of-pocket costs/expenses incurred, including costs associated with entering this Program, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or your rights and obligations in connection with the Program, shall be governed by, and construed in accordance with, the laws of the State of Virginia, without giving effect to any choice of law or conflict of law rules (whether of the State of Virginia or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State

of Virginia.

11. Privacy: Information collected from participation is subject to Navy Federal's Privacy Policy <https://www.navyfederal.org/policy.html>.

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