

Terms and Conditions

HARRAH'S TOTAL REWARDS DISCOVER® NETWORK PROMOTIONAL GIFT CARD TERMS & CONDITIONS

FEES ASSOCIATED WITH YOUR CARD

Replacement Card Fee

Subject to applicable law, if your Card is lost or stolen, there will be a fee of \$5.00 to replace it.

Always know the exact dollar amount available on your card. Merchants do not have access to this information and cannot determine the balance on your card. Free access to check your balance is available at:

www.mycardinfo.discovernetwork.com or by calling 1-866-594-2082.

EXPIRATION OF CARD FUNDS

The funds loaded on your Card expire 12 months after issuance of the Card, notwithstanding the "plastic valid thru" date on the front of the Card. Any funds remaining on the Card at expiration will be removed from the Card and you will have no access to or right to receive those funds.

TERMS AND CONDITIONS FOR THE GIFT CARD

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which a Harrah's Total Rewards Discover Network Promotional Gift Card ("Card") has been issued to you. Please read this Agreement carefully and keep it for future reference. The Card is a prepaid card issued by MetaBank ("Issuer"). By accepting and using the Card, you agree to be bound by the terms and conditions contained in the Agreement. Please sign your Card immediately. In this Agreement "You" and "your" mean the person or persons who have received the Card and are authorized to use the Card as provided for in the Agreement. "We", "us", and "Bank" mean MetaBank, our successors, affiliates, or assignees. You agree to sign the back of the Card immediately upon receipt. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

The Card is a prepaid card loaded with a specific amount of funds, redeemable to buy goods and services at participating merchant locations that accept Discover Network cards and are affiliated with or designated by Harrah's Operating Company ("Harrah's"), except as otherwise provided in this Agreement. A list of the participating merchants is available from the Harrah's location where you received the Card. The Card is NOT a credit card. The Card is not connected in any way to any other account and is not FDIC insured. Our business days are Monday through Friday excluding holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

Authorized Users

Until you sign the Card, you may present the Card to another person for his or her use. That person should then sign the Card. That person will then become subject to the terms and conditions of this Agreement. However, once you sign the Card, it is for your use only. You are wholly responsible for the use of your Card according to the terms of this Agreement.

Using Your Card

You may use your Card to obtain goods or services at participating merchant locations that accept Discover Network cards and are affiliated with or designated by Harrah's, except as otherwise provided in this Agreement. The Card cannot be used to obtain cash or to engage in illegal transactions or any gambling activity. Cards are not accepted for reservations at restaurants, car rental companies, hotels, at ATMs, check cashing or money order dispensing locations or at merchant locations where acceptance may not be feasible. If you use your Card number without presenting your Card (such as for an internet, mail order or telephone purchase), the legal effect will be the same as if you used the Card itself.

For security reasons, we may limit the amount or number of transactions you can make on your Card. You do not have the right to stop payment on any transaction made with your Card.

Each time you use your Card, you authorize us to deduct the amount of the transaction from the balance of the funds available on the Card. **YOU ARE NOT ALLOWED TO EXCEED THE BALANCE OF THE FUNDS AVAILABLE ON YOUR CARD.** If you attempt to use the Card when there are insufficient funds associated with it, the transaction will generally be declined. Nevertheless, if a transaction that exceeds the balance of the funds

available on your Card occurs due to a systems malfunction or otherwise, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

If you wish to use your Card for a purchase that is greater than the balance of the funds available on your Card, you must tell the merchant to charge only the exact amount of funds available on your Card and then you must arrange to pay the difference using another payment method. The merchant may require payment for the difference in cash rather than accepting another card, such as a credit or debit card. Some merchants may not accept these "split transactions". If you fail to inform the merchant prior to completing the transaction, your Card is likely to be declined.

If you commence a purchase and then change your mind and fail to make the purchase after the merchant has already obtained an "authorization" for the transaction, the "authorization" may result in a temporary hold for that amount of funds for up to ten (10) days.

Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. It may take up to seven (7) days for the amount of the refund to be credited to your Card.

Foreign Transactions

Foreign currency transactions are not applicable to this program.

Expiration

Unless prohibited by law, the funds on your Card expire on the last day of the 12th month after the date of issue. Any remaining balance will be removed and no longer available for use.

Receipts

You should obtain a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions.

Replacement Card Fee

If your Card is lost or stolen, and you request a new card through the customer service phone number on the back of your Card, a fee of \$5.00 will be assessed for the replacement Card.

Our Liability for Failure to Complete Transactions

We will not be liable:

- If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- If a merchant refuses to accept your Card;
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
- Any other exception state in our Agreement with you.

No Warranty Regarding Goods and Services or Uninterrupted Use

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. From time to time the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your balance. Please notify us if you have any problems using your Card. You agree that we are not responsible for any interruption of service.

Periodic Statements

You may obtain information about the remaining balance on your Card by calling 1-866-594-2082. This information along with a history of Card transactions is also available on line at www.mycardinfo.discovernetwork.com.

Your Liability for Unauthorized Transactions; Disputed Transactions

You agree to safeguard the Card and treat it like cash. The Card can be replaced if it is lost or stolen, with certain restrictions. You should call 1-866-594-2082 immediately to report a lost or stolen Card. Your Card may only be replaced if you have registered your Card at www.mycardinfo.discovernetwork.com, and you can validate additional information requested at the time of notification, including but not limited to your name, the Card number, original value, and transaction history. We reserve the right to require an affidavit and conduct an investigation into the validity of any request. For any lost or stolen card replacement requested through the customer service phone

number, we will charge a \$5.00 Replacement Card Fee (subject to applicable law). A reissued Card may take up to thirty (30) days to process. You acknowledge that purchases made with prepaid cards, such as the Card, are similar to those made with cash. You cannot “stop payment” or lodge a “billing dispute” on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions at any time. If any provisions of the Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulations of any governmental agency, local state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of South Dakota except to the extent governed by Federal law.

Amendment and Cancellation

We may amend or change the terms of this Agreement at any time. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

Privacy and Data Protection

(i) Information we collect (“Cardholder Information”): (a) Information about purchases made with the Card, such as date of purchase, amount and place of purchase. (b) Information, such as your name address and phone number, you provide to us when you purchase or register the Card, or request replacement Cards or when you contact us with customer service issues.

(ii) Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic and procedural security measures that comply with federal regulations to safeguard Cardholder Information.

(iii) Disclosure: We may use Cardholder Information to provide customer services, to process claims for lost or stolen Cards, to help protect against fraud and to conduct research and analysis. In addition, it is often necessary for us to disclose Cardholder Information for the same purposes to companies that work with us. For example, we may provide certain Cardholder Information to companies that perform business operations or services on our behalf. We may also provide certain Cardholder Information to others as permitted by law, such as government entities or other third parties in response to subpoenas, where necessary to complete transactions, or if you give us your written permission.

Arbitration Disclosure

(a) Purpose: This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) may be arbitrated instead of litigated in court.

(b) Definitions: As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us arising from or relating to the Card or this Agreement including the validity, enforceability or scope of this Arbitration Provision or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card; (ii) the amount of available funds on the Card; (iii) advertisements, or oral or written statements related to the Card, goods or services purchased with the Card; (iv) the services related to the Card; and (v) your purchase, activation, use or upgrade for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in the court.

As used in this Arbitration Provision, the terms “we” and “us” shall mean the Bank, subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with the Card (including, but not limited to, merchants who accept the Card for goods or services, and third parties who market and sell the Card), if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you.

(c) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the procedures of the national arbitration organization to which the Claim is referred (the “Procedures”). Claims shall be referred to either the National

Arbitration Forum ("NAF"), Judicial Arbitration and Mediation Services ("JAMS"), or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select either of the other organizations listed to serve as arbitration administrator. You may contact us for instructions on how to obtain copies of any of these organizations' procedures.

(d) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE PROCEDURES. FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(e) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees ("fees") for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the fees in connection with the arbitration (and/or appeal).

(g) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the Procedures, except that (to the extent enforceable under the FAA) this Arbitration Provision shall control if it is inconsistent with the applicable Procedures. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Procedures and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(h) Continuation: This Arbitration Provision shall survive termination of your Card. If any portion of this Arbitration Provision is deemed invalid or unenforceable it shall not invalidate the remaining portions of this Arbitration Provision or this Agreement both of which shall be enforceable regardless of such invalidity.

This Card is issued by MetaBank
4900 S. Western Ave.
Sioux Falls, SD 57108
1-866-594-2082
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