



## Bilt Rewards Terms & Conditions

### Important information about the Bilt Rewards Program and this Agreement

- 1. Overview.** This document describes how the Bilt Rewards Program works and is an agreement between you and Bilt Technologies, Inc. (“Bilt”). By participating in the Bilt Rewards Program (the “Program”), you agree to be bound by the terms and conditions for the Program (the “Agreement”), the terms of use for the Bilt App (“App Terms”), the terms of use for the Bilt website (the “Website”), and [Privacy Policy](#) each of which is a legally binding contract between you and Bilt regarding your participation in the Program and is incorporated by reference herein. Interpretation of this Agreement and any other Program rules shall be at our sole discretion. Your participation in the Program is expressly conditioned upon your compliance with this Agreement and with all present and future Program rules, terms, regulations, policies and procedures that Bilt may, in its discretion, adopt from time to time. The Program is void where prohibited by law. You agree that use of your account or any feature of this Program indicates your acceptance of the terms of this Agreement.
- 2. Definitions:** In this document, the following words have the special meanings below:

  - “Bilt”, “Company”, “we” or “our” shall mean Bilt Technologies, Inc., the sponsor of the Bilt Rewards Program;
  - “Program” shall mean the Bilt Rewards Program;
  - “Agreement” or “Program Rules” shall refer to the Bilt Rewards Program terms and conditions, along with any other rules, terms, regulations and policies and procedures that Bilt may issue in writing in conjunction with the Program, which shall, in Bilt’s discretion, be incorporated therein by reference hereto;
  - “Member”, “Rewards Member”, “you” or “your” shall mean the person who elects to earn points on Rent and/or Qualifying Purchases by enrolling in the Bilt Rewards Program, who is responsible for the Program Membership Account and compliance with this Agreement;
  - “Points” shall mean points earned by Members through use of the Program and/or through use of their Bilt Mastercard for payment of Rent and other Qualifying Purchases;
  - “Membership Account” or “Account” shall mean the Program account through which the Member participates in the Program;
  - “Rent” shall mean the regular payment made to a landlord for the use of property or land, as further discussed in section 6 of this Agreement, titled “*How You Can Earn Points*;”
  - “qualifying net purchases” means purchases minus returns/credits charged to your card account that earn points
  - “Bilt App” or “App” shall mean the Bilt Rewards Loyalty Application that may be used with the Card and the Program, which can be downloaded from the Apple App Store or Google Play;
  - “Website” shall mean the Bilt Website, at [www.biltrewards.com](http://www.biltrewards.com);
  - “Card” or “Bilt Mastercard” shall mean any credit card or account number that is associated to your Membership Account and issued in connection with the Program;
  - “Cardholder” shall mean any Bilt Rewards Member who successfully applies for the Bilt Mastercard;
  - “Card Account” shall mean your Bilt Mastercard account that is linked to the Program;
  - “Inactive Account” means a Membership Account for which there has been no activity for 18 months. Activity for the purposes this definition means i) Qualified Purchases made with your



Bilt Mastercard ii) Rent payments made through your Membership Account or iii) have made a redemption using Bilt Points

- “Tier Status” means the membership tier level achieved based on the level of non-rent spend on your Bilt Mastercard in any given month, which is further defined in the section 7, “Tier Status;”
- “Bank” shall mean the Bank partner of the Bilt Mastercard;
- “In-network” shall mean a rental property within the Bilt Rewards alliance that is confirmed to be in-network when you enter your address in the Bilt App;
- “Out of network” shall mean a rental property that is not part of the Bilt Rewards alliance, and is listed as out of network when you enter your address in the Bilt App;
- “Authorized user” shall mean anyone legally authorized by you to use your Card Account;
- “Points” are Bilt points that may be earned under the Program and redeemed for certain rewards as provided under this Agreement and other Program rules as established by Bilt from time to time;
- “Expiration” shall mean the expiration of your Bilt Points after eighteen (18) months of Account inactivity, as discussed in more detail in the section 11 of this Agreement, titled “Expiration and Termination”;
- “Down Payment” shall mean the dollar amount used as security to secure a purchase of a home. Eligible Down Payments are those that have been sourced through Bilt.

### 3. Eligibility

- The Program is offered only to (a) legal residents in the fifty (50) United States and the District of Columbia and (b) who are at least eighteen (18) years of age or older or have reached the age of majority in their jurisdiction of legal residence at the time of participation.
- Only individuals are eligible to participate in the Program and each individual may maintain only one (1) Membership. Corporations, groups and/or associated entities cannot enroll as Members. You must be legally competent to enter into contracts to participate in the Program. Bilt reserves the right to limit the number of Members in the Program.
- If you are not eligible to participate, you are prohibited from accessing, using and registering for the Program.

### 4. Changes to This Agreement

- We may make changes to the Program and the terms of this Agreement at any time and at our sole discretion. For example, we may temporarily or permanently prohibit you from earning Points, using Points you’ve already earned, or using any features of the Program at any time and at our sole discretion, and/or we may:
  - add new Program terms, delete Program terms or change existing Program terms;
  - change how you earn Points;
  - change how you may use Points;
  - change what you can get with your Points;
  - expire Points.
- We may supplement this Agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this Agreement.
- We reserve the right to terminate, expire, modify or restrict any aspect of the Program at any time with or without notice, including cancellation of your Membership in the Program with or without cause.
- This version of the Agreement replaces and supersedes any and all earlier versions, including, without limitation, those that were called “Rewards Program Rules and Regulations.” We may



continue to refer to this Agreement as the Rewards Program Rules and Regulations in communications about the Program and in supplemental terms, conditions, disclosures, and agreements. Your continued participation in the Program after implementation of this Agreement signifies your acceptance of such changes.

## 5. Notice of Changes

- We'll give you thirty (30) days' notice of the following types of changes to the Program or this Agreement:
  - if we add or increase fees applicable to the Program;
  - if we change the rate at which you earn Points;
  - if we limit the number of Points you can earn;
  - if we change Bank partner;
  - if we cancel the Program.
- We'll send this notice to you in writing, which, at our option, may be delivered to you electronically by email or through our online services, such as Biltrewards.com or the Bilt Mobile App. It is your responsibility to keep your contact information current and up-to-date.
- We'll give you notice of other changes to the Program or Agreement by posting an updated copy of this Agreement when you log in to our Website, Biltrewards.com.
- We won't provide notice when we change what you can get with your Points. You understand and agree that we can make these changes at any time. You can see what you currently can get with your Points when you access the Bilt App or log in to our Website, Biltrewards.com. Future availability of any specific items isn't guaranteed. Your continued participation in the Program after we make any change signifies your acceptance of such changes.

## 6. How You Can Earn Points

- For Members without a Bilt Mastercard, you will earn points when you:
  - Pay Rent at an In-Network property (defined below) through the Bilt App without a Bilt Mastercard (minus any refunds).
- For Members without a Bilt Mastercard, you will earn:
  - A flat rate of Two Hundred Fifty (250) Points per monthly Rent payment at an In-Network property made through the Bilt App up to a maximum of Two Hundred Fifty (250) Points per month.
- For Members with a Bilt Mastercard, points will be earned according to the terms of your Bilt Mastercard Cardholder Agreement. These terms are provided here for reference only. In the event of a conflict between the Bilt Mastercard Cardholder Agreement and these Program Rules (as they relate to earning points with the Bilt Mastercard), the Bilt Mastercard Cardholder Agreement controls.
- When you make at least 5 transactions that post to your account during a statement period, you'll earn points during that statement period when you use your Bilt Mastercard to pay rent through the Bilt App, minus any refunds or credits; and make qualifying net purchases.



- For each qualifying net purchase and rent payment, the cardholder will earn the following number of points based on the purchase type and dollar amount which will be rounded down to the nearest dollar:
  - One point per \$1 spent on rent paid through the Bilt App with your card account up to a maximum of Fifty Thousand (50,000) points each calendar year. If your rent payment is less than \$250, you will earn 250 points for that rent payment. Note, rent payments can only be made to one rental property per month.
  - Three points (1 base point plus 2 bonus points) are earned per \$1 spent on qualifying net purchases at retailers whose merchant code for Mastercard is classified as Dining: eating places and restaurants, drinking places, bakeries, or fast food restaurants (caterers, grocery stores, and other miscellaneous places that serve food or operate restaurants on their premises are not considered eating places and restaurants).
  - Two points (1 base point plus 1 bonus point) are earned per \$1 spent on qualifying net purchases made directly at retailers whose Merchant code for Mastercard is classified as Travel: airlines, hotels, motels, resorts, cruise lines, and car rental agencies (bus lines, passenger railways/trains, taxicabs and limousines, rideshares, ferries, timeshares, travel agencies, online travel sites, real estate agents, vacation rental platforms (e.g. VRBO, Airbnb), campgrounds, boat lease/rental, motor home/recreational vehicle rental, toll bridges and highways, parking lots, and garages are not included).
  - One point will be earned per \$1 spent on other qualifying net purchases.
- If you do not make at least 5 transactions that post to your account in a statement period you'll earn a flat 250 points when you use your Bilt Mastercard to pay rent through the Bilt App.
- The following will not count as qualifying net purchases and do not earn points:

|   |  |
|---|--|
| Cash Advances and Equivalents of Any Kind | ATM charges, cash advances, traveler's checks, money orders, pre-paid gift cards, SUPERCHECKS™, wire transfers, cryptocurrency                         |
| Balance Transfers                         | Balance Transfers, SUPERCHECKS™  |
| Disputes, Illegal Actions, and Violations | Disputed or illegal purchases, purchases that violate the terms of your Credit Card Account Agreement or the Bilt Rewards Program Terms and Conditions |
| Fees and Interest of Any Kind             | Fees or interest posted to your card account such as returned payment fees, late fees, monthly or annual fees  |
| Gambling Charges of Any Kind              | Bets or wagers transmitted over the internet, casino gaming chips, lottery tickets, off-track wagers   |

- Points may show as pending until after the fifth transaction posts in each statement period.
- Merchants are assigned codes by Mastercard based on the products or services they primarily sell. Purchases not processed using the codes for Mastercard identified above will



not qualify for bonus points. Wells Fargo and Bilt do not have the ability to control how a retailer chooses to classify their business and, therefore, reserves the right to determine which purchases qualify for bonus points.

- Merchants control when they process purchases; therefore the date each qualifying purchase posts to your account is determined solely based on the date provided by the merchant.
- You may not earn bonus points for purchases made through third-party payment accounts, at online marketplaces, with retailers who submit purchases using a mobile or wireless card reader, or if you use a mobile or digital wallet.
- Cardholders may not separate qualifying net purchases or rent payments into multiple transactions for the purpose of earning more points than would otherwise be available through a single transaction.
- If points are issued to you by Bilt for a qualifying net purchase or rent that is later returned or refunded, the rent payment or purchase is otherwise voided, the corresponding points will be automatically removed from your membership account even if they have already been redeemed.
- Points will be considered earned when posted to your membership account, based on the qualifying net purchases made with your card account or rent paid with your card account through the Bilt App, plus any bonus offer points posted. If you have returns or refunds the associated points will be deducted from your total point balance, even if they have already been redeemed, and may result in a negative point balance.
- You may view your earned and unredeemed points on the Bilt App by logging into your membership account.
- Bonus Offer Points:
  - Wells Fargo or Bilt may offer you ways to earn bonus points through the Card Rewards Program or with third-party partners, such as special promotional offers ("promotional offers" or "bonus offers"). You'll find out more about the number of bonus points you can earn and any other terms at the time of the promotional offer. The additional terms for those promotional offers are incorporated by reference herein as part of this agreement.
  - Taking advantage of promotional offers is optional and such offers may be subject to any such third party's additional terms and conditions that are outside of our control. Wells Fargo is not liable for the actions of those parties and their implementation of such additional terms and conditions. It is the cardholder's responsibility to read carefully and comply with any terms and conditions imposed in connection with any promotional offer.

## 7. Tier Status and Benefits

The Program will include Loyalty Tiers ("Loyalty Tiers"), Loyalty Tiers are based on the cumulative amount of Points earned in the current calendar year as outlined below:

- **Blue Status:** Members who earned less than Twenty Five Thousand (25,000) Points in a calendar year.
- **Silver Status:** Members who earned between Twenty Five Thousand (25,000) and Forty Nine Thousand Nine Hundred Ninety Nine (49,999) Points in a calendar year.



- **Gold Status:** Members who earned between Fifty Thousand (50,000) and Ninety Nine Thousand Nine Hundred Ninety Nine (99,999) Points in a calendar year.
- **Platinum Status:** Members who earned at least One Hundred Thousand (100,000) Points in a calendar year.

Status earned between January, 1 - June, 30 will be maintained through the current calendar year. Status earned July, 1-December, 31 will be maintained through the end of the following calendar year.

Members who have earned Silver, Gold or Platinum status may earn interest on points. An interest rate that is determined at Bilt's sole discretion on a month-to-month basis will be applied to the Member's current spendable point balance on the last calendar day of each month, or the proceeding business day if the last day falls on a Saturday, Sunday or other holiday. Points for interest will be credited to your Membership Account within the first 5 days of the following month.

#### **8. Ways to Earn Bonus Points**

- We may offer you ways to earn bonus Points ("Bonus Points") through the Program or with third-party partners, such as special promotional offers ("Promotional Offers" or "Offers"). You'll find out more about the number of Bonus Points you can earn and any other terms at the time of the offer. The additional terms for those Offers are incorporated by reference herein as part of this Agreement. Taking advantage of Offers is optional and such Offers may be subject to any such third party's additional terms and conditions that are outside of Bilt's control. Bilt is not liable for the actions of those parties and their implementation of such additional terms and conditions. It is the Member's responsibility to read carefully and comply with any terms and conditions imposed in connection with any Offer.
- Points will be considered earned when posted to your Member Account, based on the Qualifying Purchases made with your Bilt Mastercard or Rent paid with your Membership Account, plus any Bonus Points posted, if any, but minus any returns or refunds. If you have returns or refunds more than Points earned from Qualifying Purchases, Rent payment, or Bonus Offers, then the associated Points will be deducted from your total Point balance and may result in a negative Point balance.
- You'll see the total Points you've earned reflected on the Bilt App.
- We may, from time to time, provide additional ways for you to see Points you've earned, such as through Biltrewards.com or the associated bank account.

#### **9. How You Can Use Your Points**

- You can use your Points to redeem for any available reward options. Options may include:
  - Transfer of Points to participating frequent travel Programs;
  - Rent;
  - Fitness & lifestyle partners;
  - The Collection curated by BILT;
  - Down-payment on the initiation of a mortgage and products or services made available through the Program or directly from Bilt-approved third party merchants.
- We may, from time to time, provide additional ways for you to use your Points, in addition to those described in this Agreement.



- Redemption values for reward options vary.
- You are responsible for how Points are used, including if you allow Authorized users to access your Points.
- To use your Points, minimum and maximum amounts may apply. We'll let you know about any minimum or maximum amounts, as well as any additional terms and conditions, before you use your Points.
- Once Points have been used, the transaction is considered final and may not be cancelled unless otherwise noted at the time of the transaction.
- The amount of time it takes for the delivery of items depends on the item. Some items can't be shipped to PO Boxes or foreign addresses.
- Applicable sales/use taxes, fees, surcharges, and shipping and handling charges are your responsibility. We will let you know when these charges apply.
- Bilt is not responsible for replacing lost, stolen or damaged redemption items, including promo codes, tickets or gift cards or for a merchant's failure to honor them.

#### 10. How You Could Lose Your Points/Point Expiration

- Your Points don't expire as long as your Membership Account is open and active, however, **you will immediately lose all your Points if your account status changes to inactive, or your account is closed, for any of the following reasons:**
  - you fail to comply with this or other agreements you have with BILT;
  - you file for bankruptcy;
  - we believe that you've engaged in fraudulent activity related to your account or the Program;
  - we believe that you've misused the Program in any way, for example:
    - by the unauthorized buying or selling of Points, unless expressly authorized through the Bilt app;
    - by moving or transferring Points to an ineligible third party or account;
    - by repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating Points or rewards.
- Upon cancellation of your Membership Account or Card Account for any reason, you will lose all Points immediately, regardless of when or how they were acquired.
- If we decide to cancel the Program, you'll have at least thirty (30) days from the date we cancel the Program to use your Points, as long as you don't lose them for any of the reasons described in this Agreement. If you don't use your Points during that time, you'll lose them.
- We won't reinstate Points you lose, unless we've determined, in our sole discretion, there has been an error.

#### 11. Caution and Warning

- Bilt reserves the right to reject, revoke, cancel, terminate, or suspend any Membership, benefit, and/or any and all Points, or take any other action at its discretion, at any time with immediate effect and without written notice or liability to any Member, if Bilt, in its sole discretion, believes: (a) the Member has (1) violated any of the Program rules; (2) acted in a manner inconsistent with applicable law, regulations or ordinances; (3) engaged in any misconduct or wrongdoing in connection with the Program; or (4) engaged in abusive, fraudulent, inappropriate, or hostile conduct in connection with the Program; or (b) Bilt's provision of the Program and/or any associated benefits to Member may violate any applicable laws to which Bilt is subject from time to time.



- Any attempt to deliberately damage or undermine the legitimate operation of the Program or the App may be a violation of criminal and civil laws. Should such an attempt be made, Bilt reserves the right to seek damages or other remedies to the fullest extent permitted by law. Any abuse of the Program, failure to follow any terms of the Program, or any misrepresentation by a Member may subject that Member to cancellation of his/her Membership and will affect eligibility for future participation in the Program. Bilt reserves the right to seek all remedies, whether available at law or at equity, criminal or civil, in the event a Member defrauds or abuses the Program, fails to follow any terms of the Program, or makes any misrepresentations to Bilt.

## **12. Negative Points Balance**

- If you have a negative balance in your Rewards Account, any Points you subsequently receive will be applied first to reduce the negative balance. You will not be able to use Points until your balance becomes positive. The balance in your Rewards Account can be negative if, for example:
  - The Points you received for a purchase are reversed because you returned the purchase and you do not have enough Points in your Rewards Account to cover the reversal; or
  - We determine that you are ineligible to receive a Points incentive award, and you do not have enough Points in your Rewards Account to cover the reversal of that award; or
  - If you have not made at least five (5) transactions in a statement period, and the Points earned from Rent or other Qualifying Purchases during that period have been removed from your Account and you do not have enough Points in your Rewards Account to cover the reversal.

## **13. Termination/Cancellation**

- The Program has no predetermined termination date and may continue until such time as we, at our sole discretion, elect to designate a Program termination date. We may, in our sole discretion, terminate the Program, in whole or in part, at any time, with thirty (30) days' notice, which may result in loss of accumulated Points and Rewards and the cancellation of all benefits and privileges associated with the Program. If we decide to cancel the Program, you'll have at least thirty (30) days from the date we cancel the Program to use your Points, as long as you don't lose them for any of the reasons described in this Agreement. If you don't use your Points during that time, you'll lose them. If you wish to cancel your participation in the Program, you may contact our customer service team at [support@biltrewards.com](mailto:support@biltrewards.com).

## **14. Other Important Information You Should Know**

- Notwithstanding the foregoing, Bilt's failure to exercise any of its rights under these Program rules or its delay in enforcing or exercising any of those rights shall not constitute a waiver of such rights.
- Events beyond Bilt's control, such as computer equipment or electronic data transmission failure, strikes, acts of God, civil disturbance, terrorism or war, which may materially affect our ability to perform, will allow Bilt to suspend or terminate the Program.
- All dollar amounts referred to in this Agreement are in U.S. dollars (USD).





- We may assign our rights and obligations under this Agreement to a third party, who will then be entitled to any of our rights that we assign to them.
- We're not responsible for any disputes about the Program you may have with any Authorized Users on your account.
- You agree to indemnify and hold BILT and its third party service providers and all of their respective affiliates, directors, officers, employees, agents and contractors harmless from and against any loss, damage, liability, cost, or expense of any kind (including attorneys' fees) arising from your or an Authorized User's: use of the Program, any fraud or misuse of the Program, violation of this Agreement and/or violation of any applicable law or the rights of any third party.
- The merchants and third party service providers that participate in the Program are not affiliated with us and are not sponsors or co-sponsors of the Program. All participating merchant and third party service provider names, logos, and marks are used with permission and are the property of their respective owners. Participating merchants and third party service providers are subject to change without notice.
- Credit Reporting Services - Bilt may report Rent payments made by you to a credit reporting agency (a "CRA"), or a third party that reports such Rent payments to a CRA which in part is designed to assist parties in establishing a credit history and/or a credit score. Once payments have been reported by Bilt to a CRA or third party, the reporting of those payments cannot be modified, amended or cancelled. A Member may dispute an entry on their credit report derived from information provided by Bilt to a CRA by notifying Bilt by email at [support@biltrewards.com](mailto:support@biltrewards.com).
- Participating merchants and third party service providers are solely responsible for the quality and performance of any products or services they provide. Bilt is not responsible for any aspects of the products and services provided by participating merchants or third party service providers.
- The Program is void where prohibited by federal, state, or local law.
- This Agreement and use of the Program is governed by federal law, as well as the law of Delaware, and will apply no matter where you live or use the Program.

## 15. Communications

- We may send communications about the Program and marketing messages to you at any mailing or email address in our records or through our online services, such as [biltrewards.com](http://biltrewards.com), SMS or the Bilt App.
- By providing your phone number and enrolling in the Program, you are providing Bilt or our agents your express consent to receive marketing messages, SMS, and texts, including by automated means, at the number provided, even if the number is on a corporate, state, or national Do Not Call list. You acknowledge and agree that you are not required to agree as a condition of any purchase or service, and you represent that you are at least 18 years old. To opt-out of marketing messages, please contact our Customer Service team at [support@biltrewards.com](mailto:support@biltrewards.com).
- Let us know right away about any changes to your contact information in the Bilt App.

## 16. Telephone monitoring



- You agree that Bilt and its third party service providers may listen to and record telephone calls as part of providing Program services.

#### **17. LIMITATION OF LIABILITY AND RELEASE**

- BY ENROLLING IN THE PROGRAM, YOU, ON YOUR OWN BEHALF AND ON BEHALF OF YOUR HEIRS, EXECUTORS, AND ADMINISTRATORS, AGREE: (A) TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY WITH RESPECT TO THIS AGREEMENT; (B) TO WAIVE ALL OF YOUR RIGHTS TO BRING ANY CLAIM, ACTION, OR PROCEEDING AGAINST BILT, ITS PARENT OR AFFILIATED ENTITIES, OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES AND AGENTS (COLLECTIVELY, THE "RELEASED PARTIES") IN CONNECTION WITH THE PROGRAM AND (C) TO FOREVER AND IRREVOCABLY AGREE TO RELEASE, DEFEND, INDEMNIFY, AND HOLD HARMLESS THE RELEASED PARTIES FROM ANY AND ALL CLAIMS, LAWSUITS, JUDGMENTS, CAUSES OF ACTION, PROCEEDINGS, DEMANDS, FINES, PENALTIES, LIABILITY COSTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, OUTSIDE ATTORNEYS' OR LEGAL FEES) THAT MAY ARISE IN CONNECTION WITH: (I) THE PROGRAM AND/OR APP, INCLUDING BUT NOT LIMITED TO YOUR PARTICIPATION OR INABILITY TO PARTICIPATE IN THE PROGRAM OR ANY OFFER OR BENEFIT; (II) ANY ERRORS PUBLISHED IN RELATION TO THE PROGRAM, INCLUDING, WITHOUT LIMITATION, ANY TYPOGRAPHICAL ERRORS, PRINTING, ERRORS OF DESCRIPTION, ERRORS IN THESE RULES OR ANY PROGRAM MATERIALS, AND ERRORS IN THE CREDITING OR DEBITING OF POINTS FROM MEMBER ACCOUNTS; (III) ANY CHANGE IN ANY BENEFIT (OR ANY COMPONENTS THEREOF) DUE TO UNAVAILABILITY OR DUE TO REASONS BEYOND BILT'S CONTROL; (IV) ANY INTERRUPTIONS IN OR POSTPONEMENT, CANCELLATION, TERMINATION, OR MODIFICATION OF THE PROGRAM OR ANY COMPONENT THEREOF; (V) HUMAN ERROR; (VI) ANY TECHNICAL MALFUNCTIONS OR UNAVAILABILITY OF THE APP, COMPUTER SYSTEM, POS, COMPUTER TIMING AND/OR DATING MECHANISM, SOFTWARE, OR INTERNET SERVICE PROVIDER, OR MAIL SERVICE UTILIZED BY ANY OF THE RELEASED PARTIES OR BY YOU; (VII) ANY WRONGFUL, NEGLIGENT, OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OF THE RELEASED PARTIES OR OF ANY OTHER THIRD PARTY; (VIII) LOST, LATE, MISDIRECTED, DAMAGED OR DESTROYED CORRESPONDENCE, POINTS, OFFERS, DISCOUNTS OR ANY OTHER BENEFIT (OR ANY ELEMENT THEREOF); (IX) THEFT OR UNAUTHORIZED REDEMPTION OF POINTS, OFFERS, DISCOUNTS, OR OTHER BENEFIT; AND (X) ANY ACTS OR OMISSIONS BY YOU OR THIRD PARTIES INCLUDING NEGLIGENCE OR WILLFUL MISCONDUCT.
- THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INJURY OR DAMAGE, WHETHER TO YOU OR TO ANY OTHER PERSON OR TO ANY PROPERTY, RELATED TO OR RESULTING FROM YOUR PARTICIPATION IN THE PROGRAM AND/OR THE ACCEPTANCE OR USE OF ANY BENEFIT. BY PARTICIPATING IN THE PROGRAM, YOU EXPRESSLY ASSUME ALL LIABILITY AND RESPONSIBILITY FOR YOUR PARTICIPATION AND AGREE THAT PARTICIPATION IS SOLELY AT YOUR OWN RISK.
- IN NO EVENT SHALL THE RELEASED PARTIES HAVE ANY LIABILITY OR RESPONSIBILITY WHATSOEVER FOR, AND THE RELEASED PARTIES SHALL BE HELD HARMLESS BY ALL MEMBERS, HEIRS, EXECUTORS, AND ADMINISTRATORS, AGAINST, ANY AND ALL INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DIRECT, INDIRECT, INCIDENTAL, RELIANCE, SPECIAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES TO PERSONS, INCLUDING PERSONAL INJURY OR DEATH, OR PROPERTY, ARISING IN WHOLE OR IN PART, DIRECTLY OR INDIRECTLY, FROM ANY ACTION TAKEN OR NEGLECTED TO BE TAKEN WITH REGARD TO THE PROGRAM, ACCEPTANCE, POSSESSION, MISUSE OR USE OF ANY POINTS, OFFER, REWARD OR BENEFIT, REGARDLESS OF THE FORM OF ANY CLAIM OR ACTION (WHETHER IN CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).



- IN NO EVENT SHALL THE RELEASED PARTIES BE LIABLE TO YOU FOR ANY DELAY OR FAILURE TO PERFORM DUE TO CAUSES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, PANDEMICS/EPIDEMICS, TERRORISM, OR ANY ACT OR OMISSION OF A THIRD PARTY.
- THE SOLE REMEDY AVAILABLE TO YOU IN CONNECTION WITH THE PROGRAM (WHETHER YOUR CLAIM IS BASED IN LAW OR EQUITY) SHALL BE THE CREDITING OR RE-CREDITING TO YOUR PROGRAM ACCOUNT OF POINTS IN AN AMOUNT NO GREATER THAN THE NUMBER OF POINTS AT ISSUE.
- THESE LIMITATIONS ARE INDEPENDENT FROM ALL OTHER PROVISIONS OF THESE TERMS AND SHALL APPLY NOTWITHSTANDING THE FAILURE OF ANY REMEDY PROVIDED. SOME STATES AND OTHER JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATIONS AND EXCLUSIONS MAY NOT APPLY TO YOU.

#### **18. DISCLAIMER OF ALL WARRANTIES**

- WITHOUT LIMITING THE FOREGOING, THE PROGRAM, INCLUDING, WITHOUT LIMITATION, THE PROGRAM, APP, WEBSITE, AND ALL POINTS, OFFERS, DISCOUNTS AND BENEFITS, ARE PROVIDED "AS IS" AND "AS AVAILABLE" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF TITLE, NON-INFRINGEMENT, INTEGRATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, AND ANY WARRANTIES IMPLIED BY ANY COURSE OF PERFORMANCE OR USAGE OF TRADE, ALL OF WHICH ARE EXPRESSLY DISCLAIMED.
- NEITHER BILT NOR ITS AGENCIES, AGENTS, SUPPLIERS OR REPRESENTATIVES WARRANT THAT: (A) ANY INFORMATION WILL BE TIMELY, ACCURATE, RELIABLE OR CORRECT; (B) THIS PROGRAM WILL BE SECURE OR AVAILABLE AT ANY PARTICULAR TIME OR PLACE; (C) ANY DEFECTS OR ERRORS WILL BE CORRECTED; (D) THIS PROGRAM WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR (E) ANY RESULT OR OUTCOME CAN BE ACHIEVED.
- NEITHER THE PROGRAM NOR ANY BENEFIT OFFERED BY THE PROGRAM CREATES, CONSTITUTES OR GIVES RISE TO ANY LEGAL OR CONTRACTUAL RIGHTS BY MEMBERS AGAINST BILT. A MEMBER'S USE OF THE PROGRAM IS SOLELY AT THE MEMBER'S OWN RISK.
- SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS. THIS SECTION WILL SURVIVE TERMINATION OF MEMBER'S PARTICIPATION IN THE PROGRAM.

#### **19. Severability**

- The provisions of this Agreement are intended to be interpreted in a manner which makes them valid, legal, and enforceable. If any portion of this Agreement should be held invalid or unenforceable for any reason, such portion shall be deemed modified or severed from this Agreement in such a manner as to enable the remaining portions of this Agreement to remain in full force and effect as if no invalid or unenforceable provision had been part of this Agreement. It is expressly understood and agreed between you and Bilt that such modification or restriction may be accomplished unilaterally by us, or alternatively, by disposition of an arbitrator or a court of law. If such provisions cannot under any circumstances be so modified or restricted, they shall be excised from this Agreement without affecting the validity, legality, or enforceability of any of the remaining provisions.



## 20. Privacy

- For an explanation of Bilt's practices and policies relating to the collection, use, and storage of Member personal information, please refer to Bilt's [Privacy Policy](#). Bilt, its agents, affiliates, subsidiaries, representatives or service providers may use Members' personal information for purposes of Point fulfilment and/or for future marketing, such as to notify them of a product or promotion that may be of interest.

END

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