

# Benegames Rewards Program Terms & Conditions

### Rewards

These Rewards Terms & Conditions ("Terms") govern the Cashback Rewards Program ("Cashback Program") and the Referral Rewards Program ("Referral Program")(collectively, the "Programs") for Benegames, Inc. ("Benegames"). By participating in the Programs, you agree to these Terms. Benegames reserves the right to cancel at any time, postpone, and resume any reward programs.

## **Cashback Rewards**

Benegames partners with Loyalize to offer cashback rewards for qualifying purchases at retailers and platforms, both online and in-person. By participating in the Cashback Program, you agree to Loyalize <u>Terms and Conditions</u> and <u>Privacy Policy</u>. Please visit [Insert Link to Benegames Shop Page] for a complete list of vendors and current cashback incentives.

Cashback rewards are earned only on eligible purchases made with participating merchants. Purchases must comply with the terms set by Loyalize and the respective merchant.

## **Eligibility**

You must be at least 18 years old and be a resident of the United States. You must be an active Account Owner in good standing to participate in the Cashback Program. Benegames has the right to determine if an account is in good standing and is eligible for the referral bonus. Accounts that are suspended or flagged for insufficient balances or improper use will not be considered eligible to participate in this Program.

#### **Cashback Rewards Terms**

The cashback percentage varies by merchant and is displayed at the time of the transaction. In order to qualify for cashback, transactions must be completed in the following ways:

 Online through the MaxHSA Shop Page. You must log into your MaxHSA account to access the Shop Page.

Eligible purchases do not include fees, transfers, or withdrawals. Benegames reserves the right to modify the definition of eligible purchases. Earning cashback is automatic and will be deposited into your Benegames Account once eligible transactions are processed. Certain purchases, including but not limited to gift cards, returns, or cancellations, may be ineligible for cashback rewards.

Cashback rewards will be credited to your account within 90 days after the qualifying purchase is processed. The timeframe may vary due to merchant processing, return periods, or verification delays by Loyalize. If a transaction is reversed or refunded, the corresponding cashback amount may be adjusted or removed.

Once the Cashback Rewards are in your MaxHSA Account, they will transfer to your linked HSA in accordance with the Account Terms & Conditions.

Cashback is non-transferable and cannot be withdrawn or exchanged for cash. The Program is subject to change, including eligible merchants, reward rates, and processing times.

### **Referral Rewards**

The Benegames Referral Program is a promotional referral program for existing Benegames Account Owners ("Account Owner(s)"). Benegames Account Owners will be compensated for referring potential customers ("Referral(s)") to Benegames, subject to these Terms. By choosing to participate in Benegames's Referral Program, the Account Owners and Referrals agree to these Terms.

## Eligibility

You must be at least 18 years old and be a resident of the United States. You must be an active Account Owner in good standing. Benegames has the right to determine if an account is in good standing and is eligible for the referral bonus. Accounts that are suspended or flagged for insufficient balances or improper use will not be considered eligible to participate in this Program.

#### **Referral Program Terms**

The Account Owner will receive \$1.00 every time their referral completes a transfer from their Benegames Account into their linked HSA. In order to start receiving these referral rewards, the following requirements must be met:

- Referral must be a new Benegames Account Owner with no current or prior Benegames accounts.
- The Referral opens a Benegames account.
- Both the Account Owner and the referral must be active members, which means that both parties have linked personal financial accounts, HSAs, everyday spending cards, and are accumulating roundups.
- The Account Owner has at least two (2) active referrals.

If all requirements of the Referral Program are met, \$1.00 will be paid to the Account Owner within five (5) business days after all qualifying transactions have been completed. All Referral Rewards will be deposited into the Account Owner's Benegames Account and transferred to the linked HSA in accordance with the <u>Account Terms & Conditions</u>.

Benegames is not responsible for incorrect entries or other failures on the part of the Referral to meet the standards to qualify for a Benegames account.

Referral bonuses will not be given for Referrals who already have opened, or have attempted to open, a Benegames account. If two or more individuals invite the same individual to open a Benegames account, Benegames will credit the bonus to the Account Owner whose referral link was used during sign-up.

#### Limit

There is no limit to the amount of referral rewards that an Account Owner can accumulate, as long as both parties' accounts remain active and comply with the Referral Program requirements. The Account Owner may accrue rewards until such time as the Referral Program, at its sole discretion, elects to modify or terminate the availability of such rewards.

### **Referral Invitations**

You can invite others by sharing your unique referral link or QR code. Referrals are intended to be shared on a one-time basis with individuals. We reserve the right to withhold rewards if we suspect misuse or abuse of the referral program. You acknowledge that any efforts to bypass, manipulate or otherwise modify the delivery and accurate presentation of the referral link provided will be considered a violation of these Terms resulting in ineligibility to participate in the Referral Program.

#### **Account Closure**

If your account is closed for any reason—whether by you or by Benegames—you will immediately forfeit any and all rewards or other benefits earned or accumulated under the Programs. Upon account closure, you will no longer be able to access, redeem, transfer, or otherwise use any rewards associated with the Programs, and such rewards will have no cash value. The Programs will not reinstate forfeited rewards under any circumstances, and rewards cannot be recovered after the account has been closed.

## **Other Program Information**

These Programs are not valid with any other offers and are non-transferrable. The Programs are available to U.S. residents only and is void where prohibited. Benegames reserves the right to terminate or modify these Terms at any time at its sole discretion.

Any attempt by an individual to deliberately undermine the operation of the Programs may be found in violation of criminal and/or civil laws. Benegames has all rights to seek damages against individuals as permitted by law.

Except where prohibited by law, as a condition of participating in these Programs, the participant agrees that any and all disputes connected with these Programs shall be resolved individually, without resort to any form of class action.

Under no circumstances will the participant be able to claim punitive damages, or any other damages, including legal fees. All issues and questions concerning the validity, interpretation and enforceability of these Programs, or the rights and obligations of either Benegames or its Account Owners, will be governed by the laws of the State of Georgia.

If you would like a copy of these Terms, please send a self-addressed stamped envelope to: 507 Ocean Blvd., Suite 201, St. Simons Island, GA 31522. Requests received after the end of this program will not be honored.

Benegames account services are provided by Georgia Banking Company, Member FDIC.