

Instacart Rewards Program Agreement

Important information about the program and this agreement

• Your Instacart Mastercard credit card account is issued by JPMorgan Chase Bank, N.A. Member FDIC. The Instacart rewards program is offered by Chase. This document describes how the Instacart rewards program works and is an agreement between you and Chase. You agree that use of your account or any feature of this program indicates your acceptance of the terms of this agreement. In this document, the following words have special meanings:

- › “agreement” means this document
- › “Instacart” means Maplebear Inc. and its affiliates, the entities that provide the “Instacart” platform.
- › “program” means the Instacart Mastercard rewards program described in this agreement
- › “account” means your credit card account that is linked to this program
- › “card” means any credit card or account number used to access your account
- › “we,” “us,” “our,” and “Chase” mean JPMorgan Chase Bank, N.A. Member FDIC and its affiliates
- › “you” and “your” mean the person responsible for the account and for complying with this agreement
- › “authorized user” means anyone you permit to use the account
- › “Cash Back rewards” are the rewards you earn under the program. Cash Back rewards are tracked as points and each \$1 in Cash Back rewards earned is equal to 100 points. You may simply see “Cash Back” in marketing materials when referring to the rewards you earn. You may also see, “points”, “Instacart points”, or “Instacart Mastercard points” when referring to the points you can use.
- › “purchases” is defined in the section of this agreement titled *How you can earn points*
- › “Chase Travel” means the websites, phone numbers and customer service channels operated by, or available through, Chase and its affiliated travel companies (not including independent travel advisors and agencies or other third parties) through which you may book travel under the program, including chasetravel.com and chase.com/instacart.
- › “FROSCH” means FROSCH by Chase Travel, Valerie Wilson Travel by Chase Travel, and Frosch International Travel LLC.
- › “misuse” means the improper use of the program, card, or account in a manner inconsistent with the terms and conditions you’ve agreed to, including this agreement, the cardmember agreement, or the terms and conditions of a third-party merchant or service provider program, through which points may be used or transferred under this program.
 - Examples of misuse include, but are not limited to:
 - your failure to make the minimum payment on your account when due;

- buying or selling points;
- selling, or participating in the sale or exchange of, gift cards, travel or other items of value obtained through use of points;
- repeatedly opening or otherwise maintaining credit card accounts for the purpose of generating rewards;
- manufacturing spend for the purpose of generating rewards;
- moving or transferring points to an ineligible third party or account.

- We may temporarily prohibit you from earning points, using points you’ve already earned, or using any features of the program.
- We may supplement this agreement with additional terms, conditions, disclosures, and agreements that will be considered part of this agreement.
- We may refer to this agreement as the “Rewards Program Agreement” or “Rewards Program Rules and Regulations” in communications about the program and in supplemental terms, conditions, disclosures, and agreements. This version of the agreement takes the place of any earlier versions.

Notice of changes

- We’ll give you notice of changes to the program or this agreement, as required by law.
- We’ll send required notices to you in writing, which, at our option, may be delivered to you in the mail or electronically by email or through our online services, such as chase.com or the Chase Mobile App, or in your monthly card billing statement.
- 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, chase.com/instacart.
- We won’t provide prior notice when we change what you can get with your points within particular redemption options. You understand and agree that we can make these changes at any time. **Future availability of any specific items isn’t guaranteed.**
- You can see what you currently can get with your points when you log in to our website, chase.com/instacart.

How you can earn points

- You’ll earn points on purchases of products and services, minus returns or refunds (collectively, the “purchases”), made with a card by you or an authorized user of the account; however, the following types of transactions won’t count as purchases and won’t earn points:
 - › balance transfers
 - › cash advances
 - › cash-like transactions including, but not limited to:
 - travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;
 - lottery tickets, casino gaming chips, race track

Instacart Rewards Program Agreement

wagers, or similar offline and online betting transactions;

- person-to-person money transfers and account-funding transactions that transfer currency

- › any checks that access your account
- › interest
- › unauthorized or fraudulent charges
- › fees of any kind, including an annual fee, if applicable

• You'll earn:

- › **5% Cash Back** rewards total for each \$1 of the first \$6,000 spent annually on qualifying purchases made using your card directly through Instacart.com or the Instacart mobile app including Instacart memberships and subscriptions (4% additional Cash Back rewards up to \$6,000 annually on top of the 1% Cash Back rewards earned on all qualifying Instacart purchases). This equates to \$0.05 in total Cash Back rewards, which is equal to 5 points, for each \$1 spent. You may see "5X" in marketing materials to refer to the 5% Cash Back rewards total you earn for each \$1 spent on qualifying purchases made using your card directly through Instacart.

- For example, if you spend \$100 on qualifying Instacart purchases made using your card, you will earn \$5 in Cash Back rewards (\$1 in Cash Back rewards for the 1% earned on all qualifying Instacart purchases, plus an additional \$4 in Cash Back rewards up to \$6,000 annually). \$5 in Cash Back rewards is equal to 500 points.

- After \$6,000 is spent on qualifying Instacart purchases annually, you go back to earning 1% Cash Back rewards for each \$1 spent, with no maximum.
- "annually" means the year beginning with your account open date through the first December statement cycle date of that same year, and the 12 billing cycles starting after your December statement cycle date through the following December statement cycle date each year.

- For a list of purchases that do not qualify to earn 5% Cash Back rewards for each \$1 spent, go to instacart.com/InstacartMastercard.

- › **5% Cash Back** rewards for each \$1 spent on purchases made using your card through Chase Travel. This equates to \$0.05 in Cash Back rewards, which is equal to 5 points, for each \$1 spent. You may see "5X" in marketing materials to refer to the 5% Cash Back rewards you earn for each \$1 spent on purchases made using your card through Chase Travel.

- For example, if you spend \$100 on purchases made using your card through Chase Travel, you will earn \$5 in Cash Back rewards. \$5 in Cash Back rewards is equal to 500 points.

- You can book Chase Travel at chasetravel.com or

call the number on the back of your card.

- If only a portion of your Chase Travel purchase is paid using your card and the remaining is paid using points, only the portion paid with your card will qualify for earning Cash Back rewards.

- Travel purchases made using your card through FROSCHE will not qualify to earn 5% Cash back rewards.

- › **2% Cash Back** rewards for each \$1 spent on purchases in the following rewards categories: gas stations; dining at restaurants including restaurant orders on Instacart powered by Uber Eats, takeout and eligible delivery services; select streaming services. This equates to \$0.02 in Cash Back rewards, which is equal to 2 points, for each \$1 spent. You may see "2X" in marketing materials to refer to the 2% Cash Back rewards you earn for each \$1 spent in these categories.

- For example, if you spend \$100 on purchases in these categories, you will earn \$2 in Cash Back rewards. \$2 in Cash Back rewards is equal to 200 points.

- › **1% Cash Back** rewards for each \$1 spent on all other purchases. This equates to \$0.01 in Cash Back rewards, which is equal to 1 point, for each \$1 spent. You may see "1X" in marketing materials to refer to the 1% Cash Back rewards you earn for each \$1 spent on all other purchases.

- For example, if you spend \$100, you will earn \$1 in Cash Back rewards, which is equal to 100 points.

- **Rewards Categories:** Merchants who accept Visa/Mastercard credit cards are assigned a merchant code, which is determined by the merchant or its processor in accordance with Visa/Mastercard procedures based on the kinds of products and services they primarily sell. We group similar merchant codes into categories for purposes of making rewards offers to you. Please note:

- › We make every effort to include all relevant merchant codes in our rewards categories. However, even though a merchant or some of the items that it sells may appear to fit within a rewards category, the merchant may not have a merchant code in that category. When this occurs, purchases with that merchant won't qualify for rewards offers in that category.

- › Purchases submitted through third-party payment accounts, mobile or wireless card readers, online or mobile digital wallets, or similar technology will not qualify in a rewards category if the technology is not set up to process the purchase in that rewards category. For more information about Chase rewards categories, see chase.com/RewardsCategoryFAQs.

Instacart Rewards Program Agreement

Ways to earn bonus points

- We may offer you ways to earn bonus points through the program, such as Refer-a-Friend, or special promotions. You'll find out more about the number of bonus points you can earn, the duration of the offer and expiration date, if any, and any other terms at the time of the offer. The additional terms will be part of this agreement. The natural expiration of a limited time bonus point offer is not a modification to the program that requires notification.

Other information about the earning and availability of points

- Points are earned at the close of each monthly billing cycle, based on the purchases made during that billing cycle, plus any bonus points posted during that billing cycle, but minus any returns or refunds. If you have more returns or refunds than purchases, then the points deducted from your total point balance may result in a negative point balance.
- You'll see points you've earned on chase.com and on your monthly card billing statement. Please note that on your card billing statement, you'll see the additional points earned from qualifying Instacart purchases separately from the points earned on all other purchases.
- We may, from time to time, provide additional ways for you to see points you've earned, such as through Chase or third-party mobile application(s).
- Points earned in a monthly billing cycle are generally available to be used at the beginning of the next billing cycle; however, points earned on purchases made near the end of a billing cycle may take up to one additional billing cycle to become available.

How you can use your points

- You can use your points to redeem for any available reward options. Options may include: eligible purchases on Instacart.com or the Instacart mobile app, cash, gift cards, travel, and products or services made available through the program or directly from third parties.
- We may, from time to time, provide additional ways for you to use your points in addition to those described in this agreement, such as through Chase or third parties.
- When you use points to redeem for cash and travel, each point is worth \$.01 (one cent), which means that 100 points equals \$1 in redemption value. Redemption values for other reward options may be worth more or less than this.
- 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 canceled unless otherwise noted.
- 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're not responsible for replacing lost, stolen, or damaged redemption items, including certificates, tickets, or gift cards or for a merchant's failure to honor them.

Redeem points on Instacart

- You can use your points for all or part of a payment for the purchase of eligible items on Instacart.com or the Instacart mobile app.
- If you don't have enough points to pay for a purchase on Instacart.com or the Instacart mobile app, you can pay for the remaining amount with your card account.
- We may deduct the number of points that you use for your purchase on Instacart.com or the Instacart mobile app from your points balance when you place your order, as long as your card account is open, not in default, and you have enough points to cover all or part of your purchase. Your points balance may not reflect pending transactions.

Cash

- You can use points to redeem for cash through an account statement credit or an electronic deposit into an eligible Chase account located in the United States. If available, you can use points to fund select third party wallets or accounts.
- Go to chase.com/instacart or call the number on the back of your card to request your cash.
- Account statement credits will reduce your account balance. Unless the total amount of credits and payments applied to your account between the statement closing date and the payment due date equal or exceed your statement balance, you are still required to pay your minimum payment or your remaining statement balance, whichever is less, by the payment due date.

Travel

- You can use points for available travel redemption options through Chase Travel.
- You can book Chase Travel at chasetravel.com or call the number on the back of your card.
- A service fee may be charged for calling Chase Travel to book. We'll let you know of the amount of any service fee, if applicable, before you book.
- If you don't have enough points to book your travel, you can pay the additional cost with your card. You can also book most travel through Chase Travel without any points by using your card to pay for it. Minimum point amounts may apply to some bookings.
- Additional terms, conditions and disclosures may apply and will be provided to you before booking your travel and will be part of this agreement.
- For additional information about Chase Travel, please click on the Travel Disclosures link which can be found at the bottom of chasetravel.com. The Travel Disclosures are a part of this agreement.

Instacart Rewards Program Agreement

Products and services

- We may give you opportunities to use your points for all or part of a payment for the purchase of eligible products or services directly through third-party merchants or service providers. To do so, you must either be automatically enrolled or complete the self-registration process directly with the merchant or service provider.
 - › To participate, you may be required to authorize Chase to share information about your account with the third party. We'll provide you with additional details as required by law.
 - › After you are enrolled, Chase will provide the third party with information about your participation in the program, including your program points balance.
 - › Points will not be used without your permission. You select when and how many points are used each time you make a purchase with the third party, unless you opt into a default payment feature offered by the third party. In that case, your points will be applied automatically in accordance with your selected default payment settings.
 - › The redemption value of points may be worth less when using them directly through third-party merchants or service providers than the redemption value of points used for reward options offered directly through the program.
 - › We'll deduct the number of points that you use from your program points balance. Your points balance may not reflect pending transactions until the order has shipped.
 - › Returns and point refunds are subject to the policies of the third party.
 - › Any additional terms, conditions, disclosures, or agreements provided by us, or the third party related to the use of points will be part of this agreement.
 - › Auto-enrollment.
 - You may be automatically enrolled with a third party if:
 - You currently have a card stored in the account you maintain with that third party; or
 - You add a card to the account you maintain with the third party.
 - Third parties may require you to take additional action prior to automatically enrolling you.
 - Your account will be linked to the account you maintain with the third party, based on the card you save on file with them.
 - You will receive an email from the third party informing you of the auto-enrollment and how to de-enroll if you do not want to participate.
 - You may de-enroll at any time.
- We may give you opportunities to use your points to pay for products or services from third-party merchants directly through the program.

- › Products or services may not always be available and may change without notice.
- › The redemption value of points may be worth less than other reward options offered directly through the program.
- › Any additional terms, conditions, disclosures, or agreements provided by us related to the products or services you obtain will be part of this agreement.

How you could be prohibited from earning or using points

- We may temporarily prohibit you from earning points or using points you've already earned if we suspect you've engaged in misuse or fraudulent activity related to your account or the program.
- You can begin earning and using points again in the next billing cycle after you make a payment to your account sufficient to become current or when we otherwise no longer suspect misuse or fraudulent activity related to the account or the program.

How you could lose your points

- **Your points don't expire as long as your account is open; however, you'll immediately lose all your points if your account status changes, or your account is closed, for misuse, fraud, or any of the following reasons:**
 - › you fail to comply with other agreements you have with Chase
 - › we believe you may be unwilling or unable to pay your debts on time, including filing for bankruptcy
 - › we believe that you've engaged in fraudulent activity related to your account or the program
- We won't reinstate points you lose unless we've made an error.
- If your account is closed for any other reason, you'll have at least 30 days from the date your account is closed 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 unless limited or prohibited by law, in which case your unused points will be automatically redeemed for cash in the form of an account statement credit.
- If we decide to cancel the program, you'll have at least 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 unless limited or prohibited by law, in which case your unused points will be automatically redeemed for cash in the form of an account statement credit.
- If we're notified of your death, your points will be automatically redeemed for cash in the form of an account statement credit.

Instacart Rewards Program Agreement

Other important information you should know

- Unless required by law, points aren't your property. Points have no value until redeemed. You can't transfer or move points unless expressly provided for in this agreement. Additionally, points can't be transferred by operation of law, such as by inheritance, in bankruptcy or in connection with a divorce.
- Your participation in the program may result in miscellaneous income received from Chase and we may be required to send you, and file with the IRS, a Form 1099-MISC (Miscellaneous Information) or Form 1042-S (Foreign Person's U.S. Source Income Subject to Withholding) for the year in which you participate and are awarded the benefits of the program. You are responsible for any tax liability related to participating in the program. Please consult your own tax advisor if you have any questions about your personal tax situation.
- 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 you may have with any authorized users on your account about the program.
- Chase, Instacart and each of their respective third-party service providers, affiliates, directors, officers, employees, agents or contractors make no representations or warranties, either express or implied, including, those of merchantability, fitness for intended use or a particular purpose and otherwise arising by law, custom, usage, trade practice, course of dealing or course of performance. You release Chase, Instacart and each of their respective third-party service providers, affiliates, directors, officers, employees, agents and contractors for all activity in connection with the program, including but not limited to, use of the program, and any redemption for or purchase of products or services through the program.
- You agree to indemnify and hold Chase, Instacart and each of their respective third-party service providers, 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 Chase or Instacart 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.
- Participating merchants and third-party service providers are responsible for the quality and performance of any products or services they provide. Chase and Instacart are 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.
- We may enforce the terms of this agreement at any time. We may delay enforcement without losing our right to enforce this agreement at a later time. If any term of this agreement is found to be unenforceable, we may still enforce the other terms.

Communications

- We may send communications about the program to you at any mailing or email address in our records or through our online services, such as chase.com or the Chase Mobile App.
- Let us know right away about any changes to your contact information using the Cardmember Services address on your card billing statement or call the Chase phone number on the back of your card.

Telephone monitoring

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