

## **MGM MIRAGE National Card AGREEMENT**

SELECTIVE AUTHORIZATION PROGRAM

DATE: 5-8-08

### **CARD AGREEMENT - TERMS AND CONDITIONS**

Licensed under U.S. Patent Nos. 5,689,100 and 5,956,695

**IMPORTANT: READ CAREFULLY AND RETAIN FOR FUTURE USE.** This Card Agreement is between you and Bank and states the terms and conditions governing your MGM MIRAGE Card. BY PURCHASING, ACCEPTING, OR USING THE MGM MIRAGE CARD, AND IN CONSIDERATION FOR THE CARDHOLDER'S RIGHT TO USE THE MGM MIRAGE CARD, EACH CARDHOLDER AGREES TO BE BOUND BY THE TERMS AND CONDITIONS STATED HEREIN.

#### **1. Definitions**

As used herein, "Bank" means LaSalle Bank Midwest National Association, a national bank, or its successor. "Card Activation Date" means the date when the funds are loaded on the MGM MIRAGE Card in conjunction with the purchase of the MGM MIRAGE Card. "Cardholder" means the original recipient of the MGM MIRAGE Card and all subsequent holders, known or anonymous, who have received the MGM MIRAGE Card by gift or otherwise. "Merchant" means a retailer located at or associated with the hotel or casino identified on your MGM MIRAGE Card that is authorized to accept the MGM MIRAGE Card, and other retailers located at or associated with other MGM MIRAGE Properties that are authorized to accept your MGM MIRAGE Card. "MGM MIRAGE Property" means a hotel or casino owned or operated by MGM MIRAGE Operations, Inc. including the hotel or casino identified on your MGM MIRAGE Card. "MGM MIRAGE Card" means the prepaid MGM MIRAGE Card that is accompanied by this Agreement. "Program Manager" means Comdata Stored Value Solutions, Inc. "SFS" means Store Financial Services, LLC. "You" and "your" mean the Cardholder.

#### **2. Description of the MGM MIRAGE Card**

Your MGM MIRAGE Card is a prepaid card that is usable only to purchase goods or services at multiple authorized Merchants located at or associated with an MGM MIRAGE Property. Except as stated in this Agreement or required by law, the funds loaded on your MGM MIRAGE Card are nonrefundable, and your MGM MIRAGE Card cannot be redeemed or exchanged for credit, cash or gaming activity. Your MGM MIRAGE Card is a single load card and cannot be reloaded with additional funds. You will not be paid, or earn interest on, the funds loaded on the MGM MIRAGE Card. **The funds loaded on the MGM MIRAGE Card are not insured by the FDIC.**

#### **3. Administration of the MGM MIRAGE Card**

Your MGM MIRAGE Card is issued by Bank. The funds loaded on the MGM MIRAGE Card will be deposited with and held by Bank in a pooled account with funds associated with other cards. Subject to the restrictions stated in this Agreement, transactions using the MGM MIRAGE Card will be settled by and through Bank. Bank reserves the right to assign, without recourse, its duties and obligations as issuer of the MGM MIRAGE Cards to another financial institution. Program Manager and SFS perform administrative functions relating to the MGM MIRAGE Card program.

#### **4. Use of the MGM MIRAGE Card**

- a. Subject to the restrictions stated in this Agreement, the MGM MIRAGE Card is usable by Cardholder to purchase goods or services only at participating Merchants located at or associated with an MGM MIRAGE Property. For information about the MGM MIRAGE

Properties and participating Merchants, please visit a guest service desk at an MGM MIRAGE Property, visit [www.mgmmiragegiftcard.com](http://www.mgmmiragegiftcard.com) or call 800-926-2380.

- c. Subject to the restrictions stated in this Agreement, the MGM MIRAGE Card may be used to make purchases only up to the available balance on the MGM MIRAGE Card. The available balance at the time of purchase will be the loaded and activated value of the MGM MIRAGE Card and will be reduced by the amount of each purchase of goods or services; by the deduction of any applicable fees as described below in Section 7 of this Agreement; and by any other deductions required by law, including, without limitation, deductions, if any, resulting from the escheat of MGM MIRAGE Card funds under any applicable state laws governing unclaimed property.
- d. It is important that you track the MGM MIRAGE Card balance. The monthly maintenance fee, described in Section 7.b of this Agreement, will reduce and can consume the entire balance. You cannot add funds to the MGM MIRAGE Card.
- e. Except as stated in this Agreement or required by law, the available balance on the MGM MIRAGE Card, including a small or de minimis balance, will not be redeemable for cash, and the MGM MIRAGE Card may not be used at an ATM, to access cash or for gaming activity.
- f. If the MGM MIRAGE Card is used to make a purchase for less than the available balance on the MGM MIRAGE Card, the remaining balance will not be paid in cash to Cardholder but may be used to purchase other goods or services at a Merchant.
- g. Transactions that exceed the available balance on the MGM MIRAGE Card will be declined. If you want to use the MGM MIRAGE Card to make a purchase that exceeds the available balance on the MGM MIRAGE Card, you must combine the use of the MGM MIRAGE Card with another acceptable form of payment such as cash, check, or another payment card. Some Merchants may refuse to facilitate such transactions. You agree that Bank, Program Manager and SFS are not responsible if a Merchant refuses to accept the MGM MIRAGE Card in such transactions or if you do not have enough funds on your MGM MIRAGE Card to complete an MGM MIRAGE Card transaction.
- h. If you use the MGM MIRAGE Card at a Merchant that typically accepts gratuities (e.g., a restaurant, spa or salon), the Merchant may request authorization from Bank to complete your transaction. At that time, the Merchant may not know the amount of the actual gratuity. Therefore, in requesting authorization, the Merchant may add an estimated amount to the price of the meal or service to cover a gratuity. If the available balance on the MGM MIRAGE Card is not sufficient to cover the cost of the meal or service plus the estimated gratuity, your MGM MIRAGE Card may be declined. If the available balance is sufficient, a "hold" may be placed on the available balance in the amount of the cost of the meal or service plus the estimated gratuity for a period of 3 to 7 days. During this time period, you will not be able to use the amount placed on "hold."

##### **5. Limitations upon use of the MGM MIRAGE Card**

Your MGM MIRAGE Card is not, and cannot be used as, a credit card, credit line, overdraft protection, debit card or deposit account. You agree that you will not use the MGM MIRAGE Card to prepay for a hotel stay, to make payment on any account or loan, to make recurring payments, to pay for any gaming activity, or to pay for any illegal transaction. You agree that you will not use the MGM MIRAGE Card at any unauthorized merchant locations. You agree that a purchase made by you using the MGM MIRAGE Card may not be authorized or settled by Bank unless the purchase complies with this Agreement.

##### **6. Your responsibility for use of the MGM MIRAGE Card**

You are liable for all transactions associated with the MGM MIRAGE Card, including any transactions that may result if the MGM MIRAGE Card is lost or stolen or if you authorize another person to use the MGM MIRAGE Card. Please exercise the same care with the MGM MIRAGE Card as you would with cash. If the MGM MIRAGE Card is lost or stolen, you may lose the remaining balance on the MGM MIRAGE Card, just as if you lost cash. You agree to keep the MGM MIRAGE Card in a safe place, and to report any suspected unauthorized use of the MGM MIRAGE Card immediately to 800-926-2380.

## **7. Bank Fees and Charges**

- a. **Card Replacement Fee.** If a replacement MGM MIRAGE Card is issued for a lost, stolen or damaged card, a replacement fee may be charged directly to the Cardholder in the amount of \$1.00.
- b. **Monthly Bank Maintenance Fee.** A nonrefundable monthly maintenance fee will be charged by and paid to Bank in the amount of \$2.50 per month. This monthly fee will be automatically deducted each month from the MGM MIRAGE Card balance commencing 12 months and 1 day after the Card Activation Date and continuing each month thereafter until the MGM MIRAGE Card balance is zero. For the Card Activation Date and transaction history, visit [www.getmybalance.com](http://www.getmybalance.com) or call 800-926-2380.

## **8. Errors, Restrictions and Revocation of the MGM MIRAGE Card**

Bank reserves the right to correct the MGM MIRAGE Card balance if Bank believes that a clerical, billing or accounting error has occurred. You also agree that Bank may restrict or lock the MGM MIRAGE Card from use, may elect not to authorize an MGM MIRAGE Card transaction, or may revoke the MGM MIRAGE Card if Bank suspects fraud, unlawful activity or improper MGM MIRAGE Card use. You also agree that Bank may lock or revoke the MGM MIRAGE Card, without notice, if Bank does not receive funds in the full amount of the activated balance on the MGM MIRAGE Card. You agree that you will not use a revoked MGM MIRAGE Card. The monthly maintenance fee, described in Section 7.b of this Agreement, will be charged and reduce the available balance on a locked or revoked MGM MIRAGE Card.

## **9. Merchant Disputes, Returns or Exchanges**

Neither Bank nor you can stop payment on a purchase using the MGM MIRAGE Card after the purchase has been authorized. When you use the MGM MIRAGE Card, the Merchant may provide a receipt like that used with a credit or debit card. Please check the receipt to verify the transaction amount. If the amount is incorrect, you should notify Merchant to correct the error. You understand that Bank, Program Manager and SFS are not Merchants or the suppliers of the goods or services purchased with the MGM MIRAGE Card. If you have a problem with a purchase or a dispute with a Merchant, you must deal directly with the Merchant. You agree that Bank, Program Manager and SFS are not responsible for the goods or services purchased with the MGM MIRAGE Card, including their sale, quality, or fitness, and that Bank, Program Manager and SFS are not liable if a Merchant fails or refuses to accept the MGM MIRAGE Card. Any returns or exchanges will be governed by the policies of Merchants and applicable law. You may be required by a Merchant to present the Merchant receipt and the MGM MIRAGE Card when returning merchandise. If you receive a refund relating to an MGM MIRAGE Card transaction, you agree to accept a credit on the MGM MIRAGE Card in lieu of cash, unless otherwise required by law. Any credit to the MGM MIRAGE Card that results from a return or exchange of merchandise may not be available for use by you for up to 10 business days. A credit to a zero balance MGM MIRAGE Card will reinstate the MGM MIRAGE Card. The reinstated MGM MIRAGE Card will be subject to the terms and conditions of this Agreement.

#### **10. Expiration Date**

**Subject to state laws governing unclaimed property, your MGM MIRAGE Card account will expire at 12:00 midnight CST on the date stated on your MGM MIRAGE Card back. Upon expiration, you will not be able to use the MGM MIRAGE Card and you will lose all rights in or to the MGM MIRAGE Card funds. If, prior to the expiration date, the available balance of your MGM MIRAGE Card becomes unclaimed property subject to escheat under state laws governing unclaimed property, we will be required to escheat the available balance on your MGM MIRAGE Card in the appropriate amount to the applicable state prior to the expiration date. At that time, you will lose the ability to use your MGM MIRAGE Card. For information about unclaimed property and escheat, please see Section 11 below.**

#### **11. Unclaimed Funds - Escheat**

If our records show that you have not used the MGM MIRAGE Card within a time period set by state statute, the available balance of your MGM MIRAGE Card may become unclaimed property which must be escheated to a state according to applicable state statutes. If the available balance of your MGM MIRAGE Card becomes unclaimed property subject to escheat, we will be required to escheat the available balance to the state in an amount and at the time required by the state statute. At that time, you will lose the ability to use your MGM MIRAGE Card. If escheat occurs, you may inquire about the status of your Card funds by calling 800-926-2380.

#### **12. Plastic Card Use**

For fraud management purposes, the physical plastic card will be rendered unusable after a period of time, which should be at least 18 months after the Card Activation Date. If the MGM MIRAGE Card becomes unusable with an available balance, the available balance on your MGM MIRAGE Card will remain available and you may present and exchange the unusable card at no charge for a replacement MGM MIRAGE Card which will be activated in the amount of the available balance at the time of the exchange. To exchange an unusable MGM MIRAGE Card, please contact MGM MIRAGE or call 800-926-2380. The maintenance fee, described in Section 7.b of this Agreement, will be assessed through the date when a replacement MGM MIRAGE Card is issued. A replacement card will not be issued after the expiration date stated on the back of your MGM MIRAGE Card or after escheat of the MGM MIRAGE Card funds to an applicable state.

#### **13. Lost, Stolen or Damaged MGM MIRAGE Cards**

If your MGM MIRAGE Card is lost, stolen or damaged, you should call 800-926-2380 immediately. Subject to acceptable proof of MGM MIRAGE Card ownership, Bank will make reasonable efforts to lock a lost or stolen MGM MIRAGE Card from further use. You agree that Bank, Program Manager and SFS will bear no liability for the use of a lost or stolen MGM MIRAGE Card. You may request a replacement MGM MIRAGE Card at MGM MIRAGE. A replacement MGM MIRAGE Card will not be issued unless you present adequate proof of purchase, the 16 digit card number, the damaged MGM MIRAGE Card in the case of a damaged MGM MIRAGE Card, and your full identification. Requests to replace an MGM MIRAGE Card may be denied by Bank, in its discretion, in the event fraudulent or unlawful activity or improper use is suspected. If the replacement is approved, a new MGM MIRAGE Card will be issued and activated in the amount of the available balance, if any, at the time of the replacement. You may be charged an MGM MIRAGE Card replacement fee as stated in Section 7.a of this Agreement. The maintenance fee, described in Section 7.b of this Agreement, will be assessed through the date, if any, when a replacement MGM MIRAGE Card is issued.

#### **14. Retention of Agreement, Receipt and MGM MIRAGE Card Number**

This Agreement was provided to the original recipient of the MGM MIRAGE Card. The original recipient and all Cardholders agree to retain this Agreement and to provide or otherwise make this Agreement available to subsequent Cardholders. A copy of this Agreement is available online at [www.getmybalance.com](http://www.getmybalance.com) or at 800-926-2380. For customer service purposes, you may be required to present the original receipt of purchase for the MGM MIRAGE Card and the 16 digit card number, so the receipt should be kept in a safe place. The entire 16 digit card number is not printed on the MGM MIRAGE Card receipt, so it should also be recorded and kept in a safe place.

#### **15. Disclosure to Third Parties**

You acknowledge that Bank, Program Manager and SFS may disclose information about the MGM MIRAGE Card to each other, Merchants, and their respective affiliates, service providers, accountants, and others who assist Bank, Program Manager or SFS in providing the MGM MIRAGE Card and related services. Bank, Program Manager or SFS may also collect information and take actions necessary to verify your identification. Bank, Program Manager and SFS will not disclose information that specifically identifies you to any third party except (a) as necessary to complete a transaction; (b) as necessary to comply with applicable law (including court or government agency orders); (c) to verify the existence and condition of the MGM MIRAGE Card; (d) as part of our analyses for internal purposes; (e) as necessary to address disputes concerning the MGM MIRAGE Card; (f) as required for protection of us or others; (g) with your consent; (h) if the disclosure to the third party complies with applicable laws governing such disclosure; or (i) as otherwise permitted by law. You agree that Bank, Program Manager and SFS may disclose information to any third party about the MGM MIRAGE Card when such information is aggregated with other information and does not specifically identify you.

#### **16. Termination of Program**

The MGM MIRAGE Card program may be terminated by Bank. If the MGM MIRAGE Card cannot be used after termination of the program, the Cardholder will be entitled to surrender the MGM MIRAGE Card and redeem the available balance on the MGM MIRAGE Card for cash. Until the MGM MIRAGE Card is surrendered, all fees will continue to apply including the monthly maintenance fee described in Section 7.b of this Agreement. For inquiries concerning surrenders and redemptions, call 800-926-2380.

#### **17. DISCLAIMERS AND LIMITATIONS ON LIABILITY**

BANK, PROGRAM MANAGER AND SFS AND THEIR RESPECTIVE AFFILIATES MAKE NO REPRESENTATIONS, WARRANTIES OR CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE MGM MIRAGE CARD OR ANY PURCHASES MADE WITH THE MGM MIRAGE CARD, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT, OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE. BANK, PROGRAM MANAGER AND SFS AND THEIR RESPECTIVE AFFILIATES DO NOT REPRESENT OR WARRANT THAT YOUR MGM MIRAGE CARD WILL ALWAYS BE ACCEPTED.

IN THE EVENT THAT BANK, PROGRAM MANAGER OR SFS OR THEIR RESPECTIVE AFFILIATES ARE FOUND LIABLE TO YOU, YOU SHALL ONLY BE ENTITLED TO RECOVER ACTUAL AND DIRECT DAMAGES IN AN AMOUNT NOT TO EXCEED THE AMOUNT LOADED ONTO YOUR MGM MIRAGE CARD. BANK, PROGRAM MANAGER AND SFS AND THEIR RESPECTIVE AFFILIATES SHALL HAVE NO LIABILITY FOR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS AGREEMENT, WHETHER IN CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, STRICT LIABILITY OR OTHER THEORY, EVEN IF

BANK, PROGRAM MANAGER OR SFS OR THEIR AUTHORIZED REPRESENTATIVES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL BANK, PROGRAM MANAGER OR SFS OR THEIR RESPECTIVE AFFILIATES HAVE ANY LIABILITY (A) FOR UNAUTHORIZED ACCESS TO, OR ALTERATION, THEFT OR DESTRUCTION OF AN MGM MIRAGE CARD THROUGH ACCIDENT, MISUSE, OR FRAUDULENT MEANS OR DEVICES BY YOU OR ANY THIRD PARTY; (B) FOR ANY DAMAGES RESULTING FROM ANY CIRCUMSTANCES BEYOND THEIR CONTROL (INCLUDING ANY ACT OR OMISSION OF A MERCHANT); (C) IF THE USE OF THE MGM MIRAGE CARD IS SUSPENDED OR PROHIBITED BECAUSE IT HAS BEEN REPORTED LOST OR STOLEN, OR IF IT IS SUSPECTED THAT THE MGM MIRAGE CARD IS BEING USED INAPPROPRIATELY OR FRAUDULENTLY OR IS BEING SUBJECTED TO UNAUTHORIZED USE; (D) IF, THROUGH NO FAULT OF BANK, PROGRAM MANAGER OR SFS, YOU DO NOT HAVE SUFFICIENT FUNDS ON AN MGM MIRAGE CARD TO COVER A TRANSACTION; OR (E) IF AN MGM MIRAGE CARD CANNOT BE USED BECAUSE A CARD TERMINAL OR SYSTEM IS NOT WORKING PROPERLY.

**18. Governing Law; Severability**

This Agreement will be governed by the laws and regulations of the United States and, to the extent not so covered, by the laws and regulations of the State of Michigan. A determination that any part of this Agreement is invalid or unenforceable will not affect the remainder of this Agreement.

**19. Statements, Inquiries and Complaints**

You will not be sent periodic statements concerning the MGM MIRAGE Card. You may inquire about the Card Activation Date, amount of the available balance, and transaction history of the MGM MIRAGE Card by telephone at 800-926-2380 or online at [www.getmybalance.com](http://www.getmybalance.com). For complaints about a Merchant, please follow the procedures stated in Section 9. For other complaints or inquiries about the MGM MIRAGE Card, you may call 800-926-2380.

**20. Entire Agreement**

This Agreement and the terms on the back of the MGM MIRAGE Card are the complete and exclusive statement of the agreement with the Cardholder regarding the MGM MIRAGE Card. If the terms of this Agreement conflict with the terms on the MGM MIRAGE Card back, the terms of this Agreement govern.