

H&R BLOCK® REFUND BONUS PROGRAM TERMS AND CONDITIONS

Last Updated: October 22, 2018

The **H&R BLOCK® REFUND BONUS PROGRAM** (the “Program”) offers you the option of using some or all of your federal individual income tax refund to purchase an Amazon.com Gift Card (a “Gift Card”). As a special bonus to you, we'll add an extra 5% to the amount of your Gift Card.

As used in these Terms and Conditions, references to “H&R Block,” “we,” “us,” and “our” mean HRB Digital LLC.

How the Program Works

1. To be eligible for the Program, you must have a federal tax refund and you must e-file your federal tax return through one of the following eligible H&R Block products: (a) H&R Block tax software purchased from Amazon.com (Basic, Deluxe, Premium, or Premium & Business (personal only) editions); or (b) H&R Block Online (Free, Basic, Deluxe, Premium, or Self-Employed editions).
2. Without limitation, you are not eligible to participate in the Program if any of the following apply to you: (a) you elect to print your completed return from one of our products and mail it to the IRS; (b) you cannot or refuse to comply with all terms and conditions set forth in this document; or (c) you are not of the age of majority for your state of residence.
3. In order for a portion of your federal refund to be allocated toward the purchase of a Gift Card, you will need to file IRS Form 8888 to split your federal income tax refund between a temporary account established to facilitate your purchase of e-gift cards (the “Temporary Account”) and the remainder of your refund (your “Remaining Refund”). H&R Block will automatically add this form to your federal tax return at no additional charge to you.
4. When you're ready to e-file using an H&R Block tax software product, you will have the option of selecting any \$100 increment of your federal individual income tax refund to designate toward a Gift Card. You may designate a minimum of \$100 and a maximum of \$5,000 from your refund toward the purchase of a Gift Card.
5. H&R Block will automatically add an extra 5% to the amount you designate. For example, if you designate \$500 of your refund toward the purchase of a Gift Card, H&R Block will add \$25 – bringing your total to \$525.
6. Any portion of your federal tax refund that you do not designate toward the purchase of a Gift Card will be disbursed to you based on the direction you give us when you e-file your federal tax return. For example, if you instruct us to direct deposit the remainder of your federal income tax refund to your checking account, we will comply with your instructions.
7. Once you've e-filed your return, you will not be able to cancel your participation in the Program or change your selection. If your actual federal income tax refund is less than you anticipated, your refund bonus may be adjusted accordingly depending on the applicable IRS funding rule. For example:
 - If you owe delinquent federal taxes, the IRS may withhold the balance due from your Temporary Account and then, if necessary, from your Remaining Refund. For example, if you designate \$500 of your expected \$1,000 refund toward the purchase of a Gift Card, and you owe the IRS \$300, the IRS may withhold \$300 from your Temporary Account, leaving you with only \$200 for the purchase of a Gift Card.

- If you owe delinquent state income taxes, back child support, or delinquent non-tax federal debts such as student loans, the Treasury Department may withhold the balance due from EITHER your Temporary Account OR your Remaining Refund (or both, if necessary to cover the balance due), starting with the account with the lowest routing number.

If the balance in your Temporary Account is reduced, we will award you the applicable refund bonus based on the reduced amount. If the entire balance in your Temporary Account is withheld, you will not be able to purchase a Gift Card and you will not receive a refund bonus.

8. When your federal income tax refund has been sent by the IRS, H&R Block will email you a link for you to access your Gift Card redemption code. Gift Cards are subject to a maximum amount of \$2,000. If you desire to allocate more than \$2,000 to Gift Cards, you will be issued multiple Gift Cards up to the \$5,250 Program (\$5,000 designation plus 5% bonus) maximum. You should make sure that you provide us with a valid e-mail address and that you check your e-mail filters to ensure that you receive e-mails from us related to the Program.
9. In accordance with U.S. tax law, H&R Block may be required to send to you and file with the IRS a Form 1099-MISC (Miscellaneous Income) for tax year 2019. You are solely responsible for any personal tax liability arising out of your participation in the Program.

Additional Terms Relating to E-Gift Cards

Amazon.com is not a sponsor of this promotion. Except as required by law, Gift Cards cannot be transferred for value or redeemed for cash. Gift Cards may be used only for purchases of eligible goods on Amazon.com or certain of its affiliated websites. Gift Cards cannot be redeemed for purchases of gift cards. Purchases are deducted from the Gift Card balance. To redeem or view a Gift Card balance, visit "Your Account" on Amazon.com. Amazon is not responsible if a Gift Card is lost, stolen, destroyed or used without permission. For complete terms and conditions, see www.amazon.com/gc-legal. Gift Cards are issued by ACI Gift Cards, Inc., a Washington corporation. All Amazon ®, ™ & © are IP of Amazon.com, Inc. or its affiliates. No expiration date or service fees.

Additional Program Terms

Your redemption of this offer is also subject to the terms of the applicable End User License Agreement or Online Services Agreement you agreed to in order to use our H&R Block tax software/online product, as applicable, each of which is hereby incorporated by reference into these Terms and Conditions. We will share the following information with Amazon.com for the sole purpose of fulfilling this offer: your name; your e-mail address; and the Gift Card denomination. Otherwise, we will not share your personal information with any third party except in accordance with our privacy notice which can be found at https://www.hrblock.com/universal/digital_online_mobile_privacy_principles.html.

H&R Block reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, the Program (or any part thereof) with or without notice. You agree that H&R Block is not liable to you or to any third party for any modification, suspension, or discontinuance of the Program.

H&R Block does not control the information posted by third parties ("Third Party Content") in connection with the Program (including, but not limited to, the terms and conditions of Gift Cards), and as such, does not guarantee the accuracy, integrity or quality of such Third Party Content. Under no circumstances will H&R Block be liable in any way for any Third Party Content, including, but not limited to, any errors or omissions in any Third Party Content. H&R Block is not and will not be responsible or liable for the accuracy, usefulness, or availability of any Third Party Content transmitted or made available in connection with the Program.

ARBITRATION IF A DISPUTE ARISES (“ARBITRATION AGREEMENT”)

If a dispute related to the Program arises between you and H&R Block, the dispute shall be settled by binding arbitration unless you opt-out of this arbitration provision. The arbitration procedures, including the procedures for you to opt-out of arbitration, are set forth in the applicable End User License Agreement or Online Services Agreement between you and H&R Block, in the section titled “Arbitration if a Dispute Arises.” The “Arbitration if a Dispute Arises” section of that agreement is hereby incorporated by reference.