

RebelCard Disclosure Statement

Revised as of October 22, 2019

RebelCard and RebelCard Guest Cards

The UNLV RebelCard is the official photo identification card of University of Nevada, Las Vegas (UNLV) and should be carried by cardholders at all times. There are four university-approved ID cards: student, faculty/staff, emeritus faculty, and vendor (i.e., UNLV Dining, and Barnes and Noble Bookstore). All cards are photo cards with additional functional components for cashless vending and identification. There is also a RebelCard Guest Card that visitors to campus can purchase and deposit RebelCash on for sales tax free food purchases and printing. All RebelCards including the Guest Card are administered by the RebelCard Services Office (RCSO) currently located at 4505 S. Maryland Parkway, Student Union Room 118, Las Vegas, NV 89154-2032. More information about the RCSO is available online at <https://www.unlv.edu/rebelcard>.

The mechanism for accessing the cardholder's account(s) or privileges is the RebelCard. Presentation of the card may be required to access university services, such as meal plans, library services, admission to events, and building access. Access to university facilities or cardholder account(s) may be denied if an account is suspended by UNLV for: (1) administrative reasons; (2) the card holder deactivates the card; or (3) the card's functional components are damaged and will not scan.

The RebelCard is the property of UNLV and is non-transferable. Use of the card signifies agreement with the conditions set forth in this document. Only the cardholder may present the RebelCard for purchases and other privileges. A RebelCard will be confiscated if presented by someone other than the cardholder or if the card is involved in inappropriate or illegal use. Fraudulent use of the card will result in disciplinary and legal action. The cardholder agrees to produce and/or surrender the card upon demand of a UNLV official.

The ID card displays a ten-digit NSHE number. It is the cardholder's responsibility to safeguard the confidentiality of the ID number. If an assigned NSHE number has been compromised and used fraudulently, the cardholder should contact the RCSO immediately.

Information about the cardholder's account will be disclosed to third parties only for the following reasons: (1) to complete a transaction; (2) to comply with court orders or other applicable laws; or (3) with the cardholder's written permission.

RebelCash Flexible Spending Account

RebelCash is a prepaid declining balance (debit) account that may be used to pay for purchases at participating on- and off-campus locations. Cardholders who elect to deposit funds into a RebelCash account agree to be bound by the terms and conditions disclosed herein. The use of RebelCash to purchase gift cards, alcohol, firearms, and tobacco products is prohibited. Merchants may impose other restrictions at their discretion.

The RebelCash account can be activated by making an initial deposit into the account. There are no fees to establish or use the account. No interest shall be paid on any balance in the account. Deposits may be made online at <https://www.unlv.edu/rebelcard> with a credit card or at the RCSO with a minimum deposit of \$10.00. Cash may also be deposited into RebelCash accounts through the RebelCash Deposit Machines (RDM) located around campus. Funds deposited are immediately available.

Accounts with a positive balance will remain open and carry forward to the next semester or year. Accounts that have had no activity for 12 months will be considered inactive and the balance will be forfeited.

Lost, Stolen, or Damaged Cards

Lost or stolen cards must be immediately deactivated online at <https://www.unlv.edu/rebelcard> or in person at the RCSO during normal business hours, or by telephone at 702-895-2351. Current business hours are available online. Lost, stolen, or damaged cards may be replaced for a fee. Fees for replacement cards are subject to change; current fees may be found online. **If your RebelCard has been activated to act as your U.S. Bank Visa check card, you MUST also report the loss to U.S. Bank immediately at 800-US-Banks (872-2657).**

Replacement fees are waived if: (1) cardholder is a new graduate student who attended UNLV as an undergraduate; (2) the card was stolen and a valid police report is presented within 90 days of the card replacement; (3) cardholder is a former student that is now staff or (4) a name change is documented with the Registrar's office for students or Human Resources for faculty/staff.

If a RebelCard is lost or stolen, the university will not be responsible for any charges made using the card. When a card is replaced, a new card number will be issued. The old card, if located, cannot be reactivated. All existing services linked to a RebelCard will automatically update except library and dorm access. They will need to be re-activated at their respective locations.

The RebelCard holder must immediately notify the RCSO if the account transaction history as presented online at <https://www.unlv.edu/rebelcard> discloses unauthorized transfers. If the cardholder does not notify the RCSO within sixty (60) days after the transfer was posted, it may not be possible to recover the loss of funds. The time limit for reporting unauthorized electronic fund transfers may be extended in the event of extenuating circumstances such as travel or hospitalization.

Security

The RebelCard must be presented at the time of purchase and shall be the only means of accessing the participant's account. The cardholder may be required to sign a receipt for goods or services. If a lost or stolen card is deactivated as outlined above, the balance is protected and may be transferred to a new RebelCard. A merchant may request additional identification to guarantee that only the participant uses the account.

To minimize the risk of fraudulent activity to accounts, there is a daily limit of \$999.00 that can be deposited to an account. The RCSO monitors all

RebelCash accounts for fraudulent activity daily. If suspicious activity is identified, the RebelCash account will be frozen until further investigation is completed. If it is determined the activity is fraudulent, the cardholder will be reported to UNLV Police and the Student Conduct Office for further action.

Documentation of Transfers/Cardholder History/Statements

Cardholders may receive or request a receipt at the time a purchase is made from any card reader operated by a cashier, however, cardholders will not receive a receipt from a card reader attached to a vending machine, laundry machine, or photocopier.

The cardholder's current balance and ninety (90) days of transaction history is available online at <https://www.unlv.edu/rebelcard>. The cardholder agrees to verify the history of deposits and transactions on a monthly basis for any errors. Monthly statements are available from the RCSO's On-Line Card Office, located at <https://www.unlv.edu/rebelcard>. Upon receiving a RebelCard, cardholder agrees to the electronic delivery of these statements. Printed copies of monthly or other periodic statements are available directly from the RCSO during normal business hours and may be obtained in person with proper identification.

To minimize potential loss to the participant, unattended locations/applications, such as vending machines, laundry machines, and photocopiers, may impose a daily spending limit. Except as outlined above for unattended devices, there is no daily limit on the number of transactions or a dollar total, up to the available balance.

The cardholder must notify the RCSO orally or in writing within sixty (60) days if they believe an error exists on a monthly statement. The cardholder must identify their name, NSHE number, and why they believe an error exists. The RCSO may require the cardholder to give written notice of the error within ten business days of an oral notice. The RCSO has ten business days after receiving the cardholder's notice of a possible error to respond to the cardholder in writing. Should the RCSO require more than ten business days to investigate the error, the RCSO will provisionally credit the cardholder's account the amount of the suspected error. If the RCSO finds that there was no error or a different error, the RCSO will debit the cardholder's account accordingly and provide a written explanation of the findings. The cardholder may request copies of the documents used in the RCSO's determination.

Refund Policy and Account Closures

The cardholder agrees and understands that there will be no cash withdrawals or refunds from active RebelCash accounts. Cash refunds will not be issued for returned merchandise purchased with RebelCash. RebelCash accounts will be credited for the amount of the return. Merchandise must be returned to the location where goods or services were purchased and returns are subject to the return policy of the merchant. RebelCash accounts are not intended to simulate a checking or savings account.

The cardholder may close their RebelCash account at any time by completing the RebelCash Close Account form and returning the completed form to the RCSO. The current fee to process this form is \$20 and will be deducted from the balance in the RebelCash account; fees are subject to change. A UNLV check will be issued by the UNLV Disbursements Office, usually within four to six weeks, and will be mailed to the address indicated on the Close Account form. Any deposits made online within six months of the request to close an account will be refunded to the credit card used to make the deposit.

The RCSO will automatically close an account when the cardholder is no longer a UNLV student or employee. If there has been no activity in the account for twelve (12) consecutive months, a notice will be sent to the cardholder's e-mail address on file with the Registrar's Office or Human Resources Office. If no response is received within sixty (60) days of the notice, the balance of the account shall become the property of UNLV, and the RebelCash account will be closed.

Insufficient Funds

The RebelCash account balance will be verified prior to the completion of a transaction. In the event a transaction cannot be verified due to a systems problem and a purchase occurs with insufficient funds in the RebelCash account, the account will reflect a negative balance. The owed funds will automatically be deducted from the next deposit. Should the account be closed with a negative account balance, the balance will be billed directly to the participant. Should a deposit to the account be returned for insufficient funds or dispute, the RebelCard Office may deduct the deposit and any associated fees from the RebelCash account.

UNLV is not liable for failure to complete a transfer to or from a cardholder's account if:

1. Through no fault of UNLV, the account has insufficient funds;
2. Circumstances beyond the control of UNLV prevent the transfer, including but not limited to fire; flood or other catastrophe; legal acts of public authorities; strikes; riots; failure of communications or power supply or mechanical difficulties with the equipment which could not be reasonably foreseen or provided against;
3. The account has been suspended to prevent unauthorized use;
4. Other extenuating circumstances.

Acknowledgement

By accepting and activating a RebelCard and/or RebelCash account, cardholder acknowledges all terms and conditions of use as stated. Failure to adhere to these terms and conditions may result in suspense of the account, or other disciplinary action.

**University of Nevada, Las Vegas Student Recreation and Wellness Center
Membership Agreement**

WAIVER, RELEASE, AND INDEMNIFICATION

I hereby acknowledge that I have voluntarily elected to use the facilities, services and/or programs at the Student Recreation and Wellness Center ("SRWC") at the University of Nevada, Las Vegas ("UNLV"), a member institution of the Nevada System of Higher Education ("NSHE"). I understand and agree that the SRWC involves certain risks which include, but are not limited to, the following:

1. Physical activity, including but not limited to, weightlifting, running, swimming, aerobic activities, exercise classes, and other physical or sporting activities.
2. Injuries due to the use of free weights, weight machines, cardiovascular equipment, the Bouldering Wall, and other exercise equipment.
3. Injuries or accidents most commonly associated with participation in sporting activities, including but not limited to: injuries caused by throwing motions, collisions with other participants, diving, sliding, jumping, concussions, and injuries to the eyes, nose, and mouth.
4. Sustained physical activities that place stress on the cardiovascular system or cause exertions of strength using various muscle groups.
5. Potential health risks such as transient light-headedness, fainting, abnormal blood pressure, chest discomfort, leg cramps and/or nausea.
6. Minor injuries such as scratches, bruises, strains, and sprains.
7. Major injuries such as broken/fractured bones, concussions, joint or back injuries, torn tendons, ligaments and other muscles, eye injury, heart attack, paralysis and/or death.

Knowing this information and the risks related to the participation in activities at the SRWC and/or related field space, I expressly and knowingly agree as follows:

RULES AND REQUIREMENTS: I agree to conduct myself in accordance with UNLV policies and procedures, including those listed in the SRWC Patron Policies. I further agree to abide by all the rules and requirements of the SRWC. I acknowledge that UNLV has the right to terminate my participation in the SRWC if it is determined that my conduct is detrimental to the best interests of the group, my conduct violates any rule of the SRWC, or for any other reason in UNLV's discretion.

INFORMED CONSENT: I have been informed of and I understand the various aspects of the SRWC, including the dangers, hazards, and risks listed above, inherent to SRWC activities. In addition, I understand that part of the risk involved in undertaking a SRWC activity is relative to my own state of fitness or health (physical, mental, or emotional) and to the awareness, care and skill with which I conduct myself in the SRWC activity. I acknowledge that my choice to participate in SRWC activities brings with it my assumption of those risks or results stemming from this choice and the fitness, health, awareness, care and skill that I possess and use. I understand that mild, moderate or vigorous physical activity may exacerbate acute and chronic health conditions including congenital defects, which I may, or may not be aware I have. Exercising with such conditions may result in permanent injury or loss of life.

I further understand that SRWC activities are sometimes conducted by personnel who may not be licensed, certified or registered instructors or professionals. I accept the fact that the skills and competencies of some employees and/or volunteers will vary according to their training and experience and that no claim is made by UNLV or NSHE to offer assessment or treatment of any mental or physical disease or condition by those who are not duly licensed, certified or registered and herein employed to provide such professional services. I acknowledge my obligation to immediately inform the nearest employee of any pain, discomfort, fatigue and/or any other symptoms that I may suffer during and immediately after my participation. I understand that I may stop or delay my participation in any activity or procedure if I so desire and that I may also be requested to stop and rest by an employee who observes any symptoms of distress or abnormal response.

I understand that as a participant in SRWC activities I could sustain serious personal injuries, property damage, or even death as a consequence of not only UNLV's actions or inactions, but also the actions, inactions, negligence or fault of others or myself, and that there may be other risks not known to me or not reasonably foreseeable at this time. I further understand and agree that any injury, property damage, disability or death that I may sustain by any means is my responsibility except for those occurrences due to UNLV's negligence or intentional acts.

RELEASE AND WAIVER OF LIABILITY: To the extent authorized by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, successors and assigns, hereby release, forever discharge and agree not to sue NSHE and UNLV and their officers, employees, agents, volunteers and representatives, from any and all liability, loss, claims, demands, causes of actions (known or unknown), suits, judgments, cost, expense or attorneys' fees, including, but not limited to, those arising from injury, loss or damage to my person or property, which arise out of, occur during, or are in any way the result of or connected with my participation in SRWC activities, REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNLV, UNLESS THE INJURY, LOSS OR DAMAGE IS CAUSED BY NSHE OR UNLV'S NEGLIGENCE OR INTENTIONAL ACTS, AND REGARDLESS OF WHETHER THE INJURY, LOSS OR DAMAGE OCCURS WHILE IN, ON, UPON, OR IN TRANSIT TO OR FROM THE PREMISES WHERE THE SRWC ACTIVITY OCCURS OR IS BEING CONDUCTED. I further agree that NSHE and UNLV are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

ASSUMPTION OF RISK: I understand that there are potential dangers incidental to my participation in SRWC activities, some of which may be dangerous and which may expose me to the risk of personal injuries, property damage, or even death. I understand that there are potential risks as a consequence of my participation in SRWC activities which include, but are not limited to the following: strenuous exertion, physical activity, potential health risks, minor injuries, major injuries, and other risks that are unknown at this time. **I KNOWINGLY AND VOLUNTARILY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, EVEN IF ARISING FROM THE ACTS OF NSHE OR UNLV, UNLESS THEY ARISE FROM NSHE OR UNLV'S NEGLIGENT OR INTENTIONAL ACT, and I assume full responsibility for my participation in the SRWC activity.**

INDEMNITY: I, individually, and on behalf of my heirs, successors, assigns and personal representatives, hereby agree to indemnify, defend, and hold harmless NSHE and UNLV and their employees, agents, and representative from any and all liability whatsoever for any and all damages, losses, or injuries (including death) I sustain to my person or property or both, including but not limited to any claims, demands, actions, causes of action, judgments, expenses and costs, including attorneys' fees, which arise out of, result from, occur during, or are connected in any manner with my participation in SRWC activities.

PERSONAL MEDICAL INSURANCE: I understand that neither the NSHE nor UNLV will provide health insurance coverage to me during any aspect of my participation in SRWC activities. I further acknowledge that I am responsible for the cost of any and all medical and health services I may require as a result of participating in SRWC activities.

CONTROLLING LAW: To the extent that I, individually, or my heirs, successors, assigns, or personal representatives bring a claim of any kind whatsoever against NSHE and/or UNLV and/or their employees, agents, and representatives, I agree that this Waiver, Release, Indemnification, and Membership Agreement is to be construed under the laws of the State of Nevada, including the provisions of Nevada Revised Statutes Chapter 41.

ACKNOWLEDGMENT: I hereby acknowledge that I am eighteen (18) years of age or older, that I have read this entire document, that I understand its terms, that by signing it I am giving up substantial legal rights I might otherwise have, and that I have signed it knowingly and voluntarily. I also understand that the contents of this waiver are in full force and effect for the entire duration of my membership at the SRWC.