

## Gopher Gold™ Account Holder Terms and Conditions

### Overview

By using the Gopher Gold Program (the “Program”), you agree to be bound by the following terms and conditions. The Program is an online, prepaid debit account used for purchases at participating locations using the U Card or a Gopher Gold card issued by the U Card Office. Gopher Gold is a trademark and program of the Regents of the University of Minnesota (the “University”), through its U Card Office.

Gopher Gold Accounts are administered by the U Card Office located in Room G22, Coffman Memorial Union, 300 Washington Avenue SE, Minneapolis, MN 55455.

- Gopher Gold funds are not refundable except when the account is closed in accordance with Section IX.
- Declining balance programs operated on coordinate University campuses are separate programs and transferring funds is not allowed. Balances must be used on the designated campus where the funds were originally established by the card holder or received through promotions.
- Inactive accounts with a positive balance are subject to the charges set out in Section VIII.
- Interest will not accrue on account balances.
- Gopher Gold funds cannot be used for the purchase of alcohol, illicit drug paraphernalia, tobacco, pornography, funding of gambling, weapons or any illegal purpose.
- If you believe your U Card or Gopher Gold card has been lost or stolen, or transaction(s) have occurred without your permission, you should immediately deactivate your card on-line at <http://www.gophergold.umn.edu>. If this is not possible, you should notify the U Card Office by calling (612) 626-9900 during regular business hours (M-F, 8am-4:30 pm) or visiting the U Card Office at G22 Coffman Memorial Union, 300 Washington Ave SE, Minneapolis, MN 55455 during regular business hours.

**PLEASE NOTE: Temporary cards issued to participants in programs, events or conferences held at the University will expire when the event ends. Balances are not refundable or transferable. Holders will not receive e-mail notifications of any kind.**

### I. Card Type for use with Program

In most cases, the U Card will act as the access card to the Program. Persons using the Program as participants in programs and conferences held at the University will be issued temporary cards.

Others may purchase Gopher Gold cards at select campus Value Ports, the locations of which can be found online at <http://www.umn.edu/ucard/umtc08/umtc/MyUcard/vluprtlocations.html>, or at the U Card Office in room G22 of Coffman Memorial Union.

University departments should contact the U Card Office to obtain departmental Gopher Gold cards for department-paid purchases. Departmental Gopher Gold cards will operate as a declining balance and charges will be billed on a monthly basis using the University’s financial systems.

### II. Cardholder Deposits

Funds may be deposited at any time up to a maximum account balance of \$1,000. A Gopher Gold Deposit Form is required for all in-person and mail-in deposits to the U Card Office. Copies of the Gopher Gold Deposit Form can be downloaded from <http://www.gophergold.umn.edu> or obtained from the U Card Office.

Deposits can be made:

- Online (subject to a \$10 minimum) at <http://www.gophergold.umn.edu> using a Visa, MasterCard, Discover or American Express branded credit or debit card.
- In person at the U Card Office, Coffman Memorial Union, Room G22, 300 Washington Avenue SE, Minneapolis, MN 55455 using cash or check. Check deposits should be made payable to the University of Minnesota.
- By mail to the U Card Office, Attn: Program, Coffman Memorial Union, Room G22, 300 Washington Avenue SE, Minneapolis, MN 55455 using a check. Check deposits should be made payable to the University of Minnesota.
- At a Value Port located on campus using cash. Locations of Value Ports can be found at <http://www.umn.edu/ucard/umtc08/umtc/MyUcard/vluprtlocations.html>.

If a deposit is deemed by the U Card Office to be fraudulent or made with a stolen credit or debit card, the account will be closed and the University of Minnesota Police Department will be notified.

### III. Deposits by Others

Any person may add funds to an account. However, to comply with federal and state privacy regulations, account balances and activity will be available only to cardholders.

### IV. Transactions

You may use your card to pay for goods and services at merchant locations that have agreed to accept Gopher Gold value as a form of payment.

There is no limitation on the number of transactions you may make in a 24-hour period or on the amount of each transaction, as long as you have a positive balance in the account. Payment transactions that exceed the amount of your Gopher Gold Account balance will be denied.

### V. Receipts and Account Information

You will be offered a receipt for all transactions made at attended point-of-sale terminals. Laundry, vending, copier and computer lab terminals will show you your remaining account balance after the transaction is processed. All transactions may be verified online at <http://www.gophergold.umn.edu>.

U Card holders and visitors who have registered their card with the U Card Office will receive email reminder each month to review your account balances and activity. You are responsible for reviewing your account balances and activity for accuracy and notifying the U Card Office of any discrepancies as stated in Sections X and XI.

**PLEASE NOTE: Holders of temporary cards will not receive any statement review notification.**

### VI. Returns

Merchandise purchased using a Gopher Gold Account and subsequently returned is subject to the return policy of the merchant.

### VII. Account Fees

There is no fee to use your Gopher Gold Account for a purchase transaction. There is no minimum or average daily balance charge associated with your Gopher Gold Account.

There is a \$2.00 convenience fee for each online deposit. The fee is added to the amount charged to your credit or debit card.

Inactive accounts will be subject to inactive account fees as stated in Section VIII.

There is an administrative fee of \$10.00 or the remaining balance, whichever is less, to close an account as stated in Section IX.

### VIII. Inactive Accounts

An account is considered inactive if it has no activity for twelve (12) consecutive months.

- If an inactive account balance is below \$10, the account will be closed and the funds will be paid to the University as an administrative fee.
- If an inactive account balance is \$10 or more, a \$3 monthly fee will be assessed until either:
  - The account becomes active;
  - The account balance falls below \$10, at which time the account will be closed and the remaining funds will be paid to the University; or
  - The account has been inactive for six (6) additional months (a total of eighteen (18) consecutive months of inactivity), at which time the account will be closed and the remaining funds will be paid to the University.

It is the responsibility of the cardholder to maintain activity or to close the account as stated in Section IX to prevent a loss of funds.

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### IX. Closing Accounts

To close an account, a cardholder must submit a Request to Close Gopher Gold Account form, available at [www.gophergold.umn.edu](http://www.gophergold.umn.edu), in person or by

mail, or submit via email to [gophergold@umn.edu](mailto:gophergold@umn.edu) a request to close the account. Email requests must include first and last name, student or employee ID number, 17-digit card number, phone number, mailing address and reason for request.

Upon receipt of a Request to Close Gopher Gold Account form or email, the U Card Office will record and remove the balance from the account. If the balance is below \$10, the funds will be retained by the University as an administrative fee. If the balance is greater than \$10, the funds, less a \$10 administrative fee, will either be posted to a student's University student account or refunded to non-students by check sent to the mailing address on the Request to Close Gopher Gold Account form or email.

Funds added to a Gopher Gold account after a request to close the account has been submitted are not subject to the refund request. Any Gopher Gold value used between the time a request to close account form was submitted and the account value is recorded and removed will not be included in any refund.

**Exceptions:** Persons called to active military duty should contact One Stop, not the U Card Office. One Stop will coordinate all withdrawal activities for military personnel, including obtaining a refund of value from the Gopher Gold Account. In the event of the death of a cardholder, a full refund of Gopher Gold account value will be issued based on University practices.

#### **X. Lost or Stolen Cards; Unauthorized Transfers; Liability**

If you tell us within two (2) business days after you learn of a loss or theft, you can lose no more than \$50 from unauthorized use. If you do NOT tell us within two (2) business days after you learn of a loss or theft, and transactions are made that would not have occurred if you had, you may be liable for up to \$500.

If your online Gopher Gold account shows transactions you believe are in error, you must begin the error resolution process as set out in Section XI with the U Card Office within sixty (60) calendar days after the transaction(s) first appeared online. If you do not do so within sixty (60) calendar days, you will be liable for all charges as reported if the transactions would not have occurred had you notified the U Card Office. If a good reason kept you from reporting the erroneous transaction(s), such as a long trip or hospital stay, then the time periods may be extended.

#### **XI. Error Resolution and Fraudulent Use**

In case of questions about, or errors in, your Gopher Gold Account, including fraud, please complete the form entitled Gopher Gold Error Resolution Request at [www.umn.edu/ucard/umtc08/umtc/MyUcard/gophergold.html](http://www.umn.edu/ucard/umtc08/umtc/MyUcard/gophergold.html) or send an email to [gophergold@umn.edu](mailto:gophergold@umn.edu). You must include the following information:

- Your name, student or employee ID number (if applicable), card name, and email and mailing address;
- A description of the error or transaction you are unsure about and a clear explanation of why you believe it is an error or why you need additional information; and
- The dollar amount and date(s) of the transaction(s) in dispute.

You may also make oral inquiries by calling the U Card Office at (612) 626-9900 during regular business hours. If your inquiry is oral, the U Card Office requires that you complete the Gopher Gold Error Resolution Request form (see above) or submit an email to [gophergold@umn.edu](mailto:gophergold@umn.edu) containing the aforementioned information within ten (10) business days after your oral inquiry.

You must contact the U Card Office within sixty (60) calendar days after you FIRST noticed the problem or error. If you do not, you may not be eligible for any refund if the transactions could have been stopped had the U Card Office been notified in time.

The U Card Office will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, we may take up to 45 days to complete the investigation. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so you will have the use of the money while we complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts or point-of-sale transactions, we may take up to ninety (90) days to investigate your complaint or question. For new

accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results at the email or mailing address submitted on the Gopher Gold Error Resolution Request form within three (3) business days of the completed investigation. If we determine that there was no error, we will send you a written explanation. You may request copies of the documents used in the investigation.

#### **XII. Insufficient Funds**

Gopher Gold Account balances will be verified prior to the completion of a transaction. Payment transactions that exceed the amount of your Gopher Gold Account balance will be denied. In the rare event a balance cannot be verified and a purchase occurs with insufficient funds in a Gopher Gold account, the funds owed will be deducted from your next deposit.

#### **XIII. Changes in terms and conditions**

The University will notify cardholders by email at least twenty-one (21) business days before the effective date of any change in terms or conditions if the change would result in increased charges or increased liability for the account holder unless an immediate change is necessary to maintain or restore the security of the system. Other terms and conditions are subject to change without notice by updating this posting. Your continued use of the Program indicates your acceptance of all revisions.

#### **XIV. Disclosure of Information to Third Parties**

Unless otherwise required by law, the U Card Office will disclose information to third parties about your account or the transactions you make only:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of your account for a third party, such as a merchant; or
- If you give the U Card Office your written permission.

#### **XV. Security; University Liability**

The U Card or the Gopher Gold Account card must be presented at the time of purchase and shall be the only means of accessing the participant's account. A merchant may request additional identification to verify that only the participant uses the account. The account holder may be required to sign a receipt for goods or services.

If the University does not properly complete a transfer to or from your account on time or in the correct amount, the University may be liable for your direct losses except in certain circumstances that include:

- If the terminal or system was not working properly and you knew about the breakdown when you started the transfer.
- If circumstances beyond our control occurred such as fire or flood prevented the transfer despite our reasonable precautions.

#### **XVI. Governing Law; Jurisdiction and Venue; Limitation of Actions**

These terms and conditions shall be governed and construed in accordance with the laws of the State of Minnesota, excluding any conflicts of laws statutes. You agree that any legal action or proceeding between the University and you arising out of or relating to these terms and conditions or the Program shall be brought exclusively in the courts of the State of Minnesota and you hereby consent to the subject matter and personal jurisdiction of such courts. Any cause of action or claim you may have with respect to these terms and conditions or the Program must be brought within one year after the claim or cause of action arises or it shall be barred.

Effective April 2, 2013

U Card Office  
G22 Coffman Memorial Union  
300 Washington Ave SE  
Minneapolis, MN 55455

(612) 626-9900  
[gophergold@umn.edu](mailto:gophergold@umn.edu)