

Now part of The Huntington National Bank

## PERSONAL CREDIT CARD REWARDS PROGRAM TERMS AND CONDITIONS FirstMerit Credit Card Rewards Program Rules

FirstMerit Bank, now part of The Huntington National Bank, (referred to as "Issuer", "We", "Us" or "Our") Platinum Rewards and Wealth Platinum Mastercard<sup>®</sup> customers are eligible to enroll in the FirstMerit rewards program ("the Program") at no additional cost. Each Cardholder, joint Cardholder and authorized user(s), if any, (referred to as "Cardholder(s)", "Participant(s)", "you" or "your") with a FirstMerit Platinum Rewards or Wealth Platinum Mastercard credit card account ("Card") may earn rewards.

Rewards points are earned on FirstMerit Bank Credit Cards and redeemed through a vendor ("Redemption Center") for merchandise, travel, gift cards and/or gift certificates.

Review and keep this document ("Program Rules"). The Program Rules are separate from the terms of your Credit Card Agreement: however, any Claim arising from participation in the Program is subject to the Credit Card Agreement as provided in Section 4 below. If there is any change to the Program Rules, we will post revisions on our Web Site ("Site") and/or we will notify you in writing, as applicable. It is your responsibility to review the Program Rules to be aware of any changes. By our furnishing a copy of these Program Rules to any Cardholder, the Program Rules are deemed received.

General Terms:

1. To participate in the Program, you must (a) maintain a Card that is open and has charging privileges (i.e., your charging privileges have not been suspended or revoked); and (b) be an individual (no corporations, partnerships or other entities).

2. Reward earnings are based on the new net retail purchase transaction volume (i.e., purchase less credits, returns and adjustments) charged to the Card during each periodic billing cycle ("Billing Cycle") by the Participant(s) ("Net Purchase(s)"). FirstMerit Wealth Platinum Mastercard cardholders earn 4 Points (1%) for each Net Purchase dollar. FirstMerit Platinum Rewards Mastercard cardholders earn: 4 Points (1%) for each Net Purchase dollar on annual spend up to \$5,000.00, 5 Points (1.25%) for each Net Purchase dollar on annual spend over \$5,000.00. Annual spend amount begins and resets during each account's monthly billing cycle the month the account was opened and enrolled in the Program. Rewards are calculated on a daily basis by (i) adding all of the purchases (including sales tax) and subtracting all credits, returns and adjustments for the day, (ii) applying the appropriate Rewards points multiplier to the sum and (iii) rounding the product to the nearest point. Rewards are subject to verification. Balance transfers, cash advances, including purchases of cash equivalents of any kind, purchases made by or for a business or for a business purpose, gambling, fees, interest charges, credit insurance, credit protection, or debt cancellation charges and unauthorized/fraudulent transactions do not earn Rewards. Special promotional periods for a specific timeframe may feature Bonus Rewards. Details for each promotion period and corresponding Bonus Rewards redemption requirements will accompany the offer.

3. Accrual of Rewards begins on your Enrollment Date. Enrollment Date means the business date we process your Program enrollment. Rewards will never expire. Rewards accrued during any Billing Cycle in which the account is two cycles or greater past due at the end of the Billing Cycle will not be awarded. Registration of your FirstMerit Platinum Rewards, or Wealth Platinum Mastercard constitutes your acceptance of the Program's rules.

4. The Billing Cycle statement ("Statement") will show your Rewards earnings. Rewards are not eligible for use until they have appeared on a Statement. Rewards have no intrinsic cash value, are non-negotiable and cannot be redeemed for any benefit except those rewards designated by us. Rewards are not property of any Cardholder or other person, and may not be brokered; bartered; attached; pledged; gifted; sold; or unless specifically authorized by us, transferred to anyone else under any circumstances, including, but not limited to: disability; death; upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding.

We shall have no liability for disagreements between Cardholders regarding Rewards. Discrepancies about Reward earnings are not treated as credit card billing disputes: refer to your Credit Card Agreement or the Your Billing Rights notice for details about billing disputes. Our decisions regarding Rewards discrepancies shall be final. Unless specifically authorized by us, Rewards may not be combined with other discounts, special rates, promotions, rebates, or other reward programs offered by us. If you have any other rewards agreement with us, you may be ineligible for the Program. Check with your local branch, or email us at creditcardrw@firstmerit.com, to determine eligibility. Unless specifically authorized by us, Rewards cannot be transferred between any credit card accounts issued by us or to accounts you hold with our affiliates. You must notify us promptly of any apparent Rewards discrepancy, but in no event later than 60 days from the date the transaction for which an adjustment is sought is posted to your account. Otherwise, Rewards earned will be deemed accurate and you will have waived any claim for adjustment.

5. To redeem Rewards, go to the Redemption Site at <u>www.Huntington.com</u> or call (800) 340-4165. Redeemed Rewards are deducted from your Rewards balance as of the date you request a Reward. Points are available for redemption after the billing cycle in which they were earned. Merchandise, Gift Cards or Certificates, and Travel Certificates or Tickets are not exchangeable, refundable, transferable or redeemable for cash. Shipping and Handling costs may be included in the total points cost of the redemption item. Gift Cards and Gift Certificates are subject to terms and conditions contained with each card or certificate. Requests to redeem Rewards may be made by the Cardholder(s) and the authorized user(s), if any. Decisions made by us regarding Rewards redemption shall be final. Neither we, nor any of the independent third parties, including Loyalty Fulfillment Service providers or Redemption Center, shall have any liability for fulfilling Reward requests in good faith in response to any person claiming authority on your behalf. Rewards are considered fully redeemed once issued. Rewards are not exchangeable, refundable, transferable or redeemable for cash. No refunds, credits or substitutions will be issued. We shall not be responsible for lost, stolen, unused or undelivered Merchandise, Travel, Gift Cards or Gift Cards and Gift Cards and Gift Certificates are subject to terms and conditions contained with the card.

6. If a Cardholder voluntarily closes the Card or we close the Card, all unused Rewards are immediately and irrevocably forfeited. However, if your Card Account is closed because the Card was reported as lost or stolen (subject to verification), and a new Card Account is opened for you, we will transfer any existing Rewards from your old Card to the new Card as soon as reasonably possible. We reserve the right to disqualify anyone from participation in the Program, refuse to award points for certain transaction types or certain transactions, refuse to redeem Rewards or cause you to forfeit your Rewards and close your Card if, in our sole judgment, you or any other person(s) using the Card, have violated any of the Program Rules, including but not limited to acts of fraud or other abuse.

7. We may, at any time, without prior notice, (a) change, limit, or terminate any aspect of the Program; (b) terminate the Card Program in its entirety; (c) amend the Program Rules, benefits or features, in whole or in part; (d) discontinue or replace any Reward with a similar one of lesser, equal or greater value; (e) modify, delete or terminate any or all of the Program, the Program Rules or any portion thereof, any or all of the participating partners including loyalty fulfillment service and Redemption Center , Rewards, benefits or special offers if applicable; or (f) terminate a Cardholder's participation in the Card Program for any reason. Changes may affect outstanding transactions and Rewards, and include, but are not limited to, the earnings rate for Rewards, the amount of Rewards required for any Reward, the type of transactions qualifying for Rewards, the type or value of Rewards, the expiration date of Rewards and the maximum number of Rewards that may be earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Rewards already earned. The Program is not scheduled to end on a predetermined date and, as of the date of these Rules, there is no maximum number of points that may be accumulated.

8. We are not responsible for delayed or lost correspondence sent by U.S. mail or any other form of delivery, including email. We assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft, destruction, or unauthorized access to, or alteration of Rewards accrued and redeemed or other Program activities. For more information or questions regarding the Program call (800) 340-4165.

9. Suppliers of goods and services are independent contractors and are neither agents nor employees of us, Mastercard International Incorporated, or any of their affiliates; or any group, organization or entity endorsing a credit card program issued by us. The suppliers of goods and services provided pursuant to this Rewards Program are solely responsible for the quality, performance and warranty of such products and services. Any rules imposed by such suppliers of goods and services apply to you. We are not responsible for any goods or services supplied pursuant to this Rewards Program.

10. We retain the right to make appropriate adjustments to your reward earnings that you have properly accrued for any reason including, but not limited to, a technology or system failure. You agree that, if your point balance is negative for any reason, we have the right to make a corresponding reduction in the number of points posted to your Account as additional points are awarded.

11. We are not responsible for typographical errors and/or omissions in any Program document.

12. You are responsible for determining any tax liability arising from participation in the Program. Consult your tax advisor concerning tax consequences. The Program is subject to government approval and is void where prohibited by law. All aspects of the Program are governed by the laws of the State of Ohio, without any reference to its choice of law provisions. We have no obligations to you with respect to the Program other than those set forth in these Rules.