

PNC points® Program

Terms and Conditions as of March 22, 2014

BASIC TERMS DEFINED

Program	The PNC points promotional incentive program, offered by PNC Bank, National Association
Credit Card, Card	A personal Visa Credit Card or Business Visa Credit Card that is eligible to participate in the Program
You, your, Cardholder	The individual or business that is the obligated borrower and eligible to participate in the Program
We, our, us, PNC Bank, issuer	PNC Bank, National Association, which issues your Credit Card
PNC points Account, Account	An account required to participate in the Program, to which eligible Cards are enrolled or linked to earn points
Points	The points you earn in your PNC points Account for Qualifying Purchases or by meeting other requirements as specified herein, and can be redeemed for Rewards
Billing Cycle(s)	The billing cycle or billing cycles of your Credit Card enrolled in the Program
Linked Card	Any Card linked to your PNC points Account
Primary Signer	For a personal Credit Card, the first named account owner, according to our records. This is the person listed first on your account statement.
	For a business Credit Card, the business entity.
Qualifying Purchase	A purchase you make with an enrolled or Linked Card that earns points in your PNC points Account
Rewards	Items for which you redeem your points

WHO IS ELIGIBLE TO PARTICIPATE IN THIS PROGRAM

To be eligible to participate in the Program, you must:

- be a resident of the U.S.;
- have an eligible personal PNC points Visa Credit Card, PNC Flex Visa Credit Card, PNC points Visa Signature Credit Card, PNC Flex Visa Signature Credit Card, PNC points Visa Business Credit Card or a PNC Visa Signature
 BusinessOptions Credit Card with the PNC points reward option; and
- have an eligible Card to use in the Program that is in good standing. This means your credit card account is open, is not delinquent by 30 days or more, and has not exceeded the approved credit limit.

We may decide, in our sole discretion, whether any particular Card or Cardholder is eligible to participate in the Program.

ENROLLING IN THE PROGRAM

For an eligible personal Card account opened on or after February 14, 2011, the Card is automatically enrolled in the Program, and a PNC points Account is established in the name of the Primary Signer.

Each PNC points Visa Business Credit Card is automatically, separately enrolled in the Program, and each card will have its own PNC points Account in the name of the business entity. If you have a PNC Visa Signature **Business**Options Credit Card, you will need to enroll your Card in the Program. Each such Card can be used to establish its own PNC points Account in the name of the business entity.

The points earned by each Card will be awarded to the Account associated with that Card unless you link your card to another PNC points Account.

You may enroll eligible Cards that have not been automatically enrolled by visiting pnc.com/points or calling 1-888-PNC-points (1-888-762-7646). There is no cost to enroll or participate in the Program.

LINKING CARDS TO YOUR PNC POINTS ACCOUNT

If you have more than one PNC points Account, you can ask us to combine all of your PNC points Accounts into one Account by linking eligible Cards to one PNC points Account. To link a Card, you can access your PNC points Account information from the Rewards Center Page in Online Banking. This is a simple way to manage your PNC points Account information without any additional login required. Additionally, you can access your PNC points Account information by visiting pnc.com/points or calling 1-888-PNC-points (1-888-762-7646).

You may also link any eligible Card that belongs to your household. Generally, we may consider a Card as belonging to your household and eligible to link if:

- Either the name or address matches the name or address associated with your PNC points Account; or
- You and the other Cardholder are both signers on any PNC checking account, savings account, or CD.

We will decide, in our sole discretion, whether any Card is part of your household and eligible to link to your PNC points Account.

Each Card, whether it belongs to you or to your household, may be linked to only one PNC points Account.

EARNING POINTS

You will earn base points at the following rates for each type of enrolled or Linked Card:

- Personal (Consumer) Credit Cards: 4 points for every \$1.00 in Qualifying Purchases
- Business Credit Cards: 5 points for every \$1.00 in Qualifying Purchases

We round points earned on Qualifying Purchases, including tax, to the nearest point. If you pay part of a Qualifying Purchase with your enrolled or Linked Card and part with another form of payment, you will earn points only for the amount you pay for with your enrolled or Linked Card.

When you earn points, we will typically credit them to your PNC points Account within 10 business days. However, it may take up to 90 days to credit points earned from some transactions to your PNC points Account, such as online purchases or foreign transactions.

Qualifying Purchases

A Qualifying Purchase is any eligible purchase you make with an enrolled or Linked Card that is processed or submitted through the Visa U.S.A. Inc. payment system. This includes the following:

- Purchases made by swiping your Card
- Internet purchases
- Phone or mail order purchases
- Bill payments (other than to us or another financial institution)
- Contactless purchases (purchases you make by holding your Card or other device up to a secure reader instead of swiping your Card)

The following transactions are not Qualifying Purchases and will not earn points:

- Payments of existing Credit Card balances
- Balance transfers
- Cash advances
- ATM transactions
- Convenience checks
- Fees charged by us (for example, annual fees, interest, and related service charges)

- Payments made for pre-paid and re-loadable cards such as certain gift cards, Visa Buxx®, and similar cards
- Payments made for payment instruments that can readily be converted to cash (for example, travelers checks, money orders, wire transfers, and similar products or services)

We may decide, in our sole discretion, whether any particular transaction is a Qualifying Purchase.

Adjustments to earned points

If you make a return or receive a credit or chargeback on a transaction that earned points, we will deduct the points from your PNC points Account.

Earning bonus points with personal PNC points Visa Credit Cards or PNC points Visa Signature Credit Cards ("personal points Cards"):

Depending on the qualifying deposit account you have, you may earn a bonus of 25%, 50%, or 75% of all base points earned in your points Account during a Billing Cycle. (You cannot earn a bonus on points that were already earned as a bonus, Purchase Payback points or other promotional points.) To earn these bonus points, you must have a qualifying personal deposit account that is not used for business purposes. If your Card account has more than one account owner, all owners must also be account owners of the qualifying deposit account.

If you qualify for more than one bonus level, or if you have multiple PNC personal points Cards linked to your PNC points Account, we will use your highest applicable level to calculate the bonus that you earn on base points. If one of your personal points Cards was closed, linked, de-linked, or qualified for a lower earnings rate in the prior Billing Cycle, you may forfeit some of the bonus points you earned for that prior Billing Cycle.

For the purpose of determining your average monthly balance or combined average monthly balance, "**linked accounts**" are accounts that have been linked to waive the monthly service charge on your qualifying personal deposit account.

To earn a bonus of 25% of all base points:

On the due date of your Credit Card Billing Cycle, you must have met one of the following requirements.

- Had a Virtual Wallet with Performance Spend, Performance Checking Account, Performance Select Checking Account, or Virtual Wallet with Performance Select:
- Had a Virtual Wallet and met one of the following requirements (as reflected on the last statement issued for that account on or before the due date of your Credit Card Billing Cycle):
 - Maintained a combined average monthly balance of \$500 or more in your Spend and Reserve;
 - Had a qualifying aggregate monthly direct deposit of \$500 or more into that account;
 - Use only ATM, online banking, mobile banking or other self-serve electronic methods to make withdrawals and deposits;
 - Provide proof of active enrollment in a qualifying educational institution. However, proof of active enrollment in a qualifying educational institution only has to be provided once, subject to our right to request verification as we deem necessary.

To earn a bonus of 50% of all base points:

On the due date of your Credit Card Billing Cycle, you must have had a Performance Checking account or Virtual Wallet with Performance Spend and met one of the following requirements (as reflected on the last statement issued for that account on or before the due date of your Credit Card Billing Cycle):

- Maintained an average monthly balance of \$2,000 or more in that account (For the Virtual Wallet with Performance Spend, the balance must be in the Spend and/or Reserve Accounts);
- Had a qualifying aggregate monthly direct deposit (such as payroll, pension, or Social Security) of \$2,000 or more made
 to that account (For the Virtual Wallet with Performance Spend, the deposit must be made into the Spend account. See
 the Consumer Schedule for Service Charges and Fees for your deposit accounts for a definition of "qualifying aggregate
 monthly direct deposit."); or
- Maintained a combined average monthly balance of \$15,000 or more in that account and any linked consumer Free
 Checking, Standard Checking or Performance Checking, savings, money market, certificates of deposit, retirement CDs,
 investment, or loan (line of credit, auto, home equity installment, or mortgage loan) accounts for which you are an
 account owner.

To earn a bonus of 75% of all base points:

On the due date of your Credit Card Billing Cycle, you must have had a Performance Select Checking account or Virtual Wallet with Performance Select and met one of the following requirements (as reflected on the last statement issued for that account on or before the due date of the Credit Card Billing Cycle):

- An average monthly balance of \$5,000 or more in that account and/or any linked consumer Free Checking, Standard Checking or Performance Select Checking account (For the Virtual Wallet with Performance Select, the balance must be in the Spend and/or Reserve Accounts); or
- A combined average monthly balance of \$25,000 or more in that account and any linked consumer Free Checking, Standard Checking or Performance Select Checking, savings, money market, certificates of deposit, retirement CDs or investment accounts for which you are an account owner.
- Had a qualifying aggregate monthly direct deposit (such as payroll, pension or Social Security) of \$5,000 or more made
 to that account (for the Virtual Wallet with Performance Select, the deposit must be made into the Spend account). See
 the Consumer Schedule for Service Charges and Fees for your deposit accounts for a definition of qualifying aggregate
 monthly direct deposit.

We may decide, in our sole discretion, whether any Account is eligible for bonus points.

Earning bonus points with personal PNC Flex Visa Credit Cards or PNC Flex Visa Signature Credit Cards

If you have a qualifying deposit account, and your PNC Flex Visa Credit Card account is billed for interest, you may earn a bonus of 100 points for every \$1 or \$2 in non-promotional interest billed during a Billing Cycle to your PNC Flex Visa Credit Card account. Qualifying deposit accounts are Foundation Checking, Free Checking, Standard Checking, Virtual Wallet, Virtual Wallet with Performance Spend, Performance Select Checking, or Virtual Wallet with Performance Select. (For Virtual Wallet, Virtual Wallet with Performance Spend or Virtual Wallet with Performance Select, the balance used in determining the combined average monthly balance must be in the Spend and/or Reserve Accounts.)

To earn a bonus of 100 points for every \$2 in non-promotional interest billed to your PNC Flex Visa Credit Card or PNC Flex Visa Signature Credit Card account:

On the last day of the Billing Cycle, you must have had one or more of the qualifying deposit accounts listed above and maintained a combined average monthly balance of \$500–\$1,499.99.

To earn a bonus of 100 points for every \$1 in non-promotional interest billed to your PNC Flex Visa Credit Card or PNC Flex Visa Signature Credit Card account:

On the last day of the Billing Cycle, you must have had one or more of the qualifying deposit accounts listed above and maintained a combined average monthly balance of \$1,500 or more.

For either bonus level, we determine your combined average monthly balance as of the last statement issued for each qualifying deposit account on or before the due date of your PNC Flex Credit Card Billing Cycle.

Special bonus offers

From time to time, we may make special bonus offers available through Online Banking that allow you to earn bonus points in other ways with your enrolled Card, such as making Qualifying Purchases at certain merchants ("Purchase Payback"). These offers will state how many points per dollar of your purchase that you will earn and any additional terms and conditions that apply to the offer. The calculation for a Purchase Payback reward is based on 400 points per dollar rounded to the nearest cent. For example, if the offer is for 20 points per dollar spent then the reward is for 5% of 400 points per dollar. If you made a \$30.28 purchase you would earn ($$30.28 \times .05=1.514$ cents (rounded to 1.51 cents) $\times 400 = a604$ points reward). The points you earn through a special bonus offer will be added to your PNC points Account within 60 days of the transaction, unless the terms state otherwise.

REDEEMING POINTS FOR REWARDS

To see a list of currently available Rewards and redeem your points, you can access your PNC points Account information from the Rewards Center Page in Online Banking. This is a simple way to manage your PNC points Account information without any additional login required. Additionally, you can access your PNC points Account information by visiting pnc.com/points or calling 1-888-PNC-points (1-888-762-7646).

You can redeem points for Rewards whenever your points balance is sufficient to obtain one of the Rewards offered at that time. You must have the required number of points for a specific Reward in your PNC points Account, and you cannot combine points from multiple PNC points Accounts.

Each Reward will be subject to its own specific terms and conditions, which we will provide with the offer of the Reward. These may include information on expected shipping, any applicable warranties, and any limitations or restrictions, such as an expiration date for a Reward. If a Reward expires before you use it, neither we nor Visa U.S.A. Inc. has any obligation to you to replace the Reward, to refund the points used to redeem the Reward, or to otherwise compensate you.

When you order a Reward, we deduct points from your PNC points Account on a "first in, first out" basis, so the first points you earn will be the first points redeemed. Certain Rewards may require you to make a purchase at a merchant or do something within a specified time period in order to receive the Reward.

The points required to obtain the Rewards will be deducted at the time of your redemption request. If you don't complete

the purchase or take the other specified action within the required time period, we will refund your points to your PNC points Account.

If a Reward was available at the time you ordered it, but is later cancelled or otherwise becomes unavailable (and there is no substitute Reward available), we will refund your points to your PNC points Account and notify you of the cancelled Reward order.

If your points total is reduced because of a return, chargeback, credit or other adjustment to your PNC points Account, and you no longer have enough points for a Reward you ordered, we will cancel the order. If you receive a Reward and we later discover that you did not have enough points for that Reward in your PNC points Account, you may forfeit future point earnings, or we may apply future points to that Reward until enough points are accrued to cover it. We may also take any other action we deem appropriate.

Many Rewards are certificates that you can use at a participating merchant. You and the merchant must comply with all laws related to the Reward, including paying and collecting any federal, state, or local taxes. See the Reward certificate for details.

Shipping

There is no shipping or handling fee for standard delivery of Rewards. We will generally send Rewards to you within four to six weeks after you place your order. We will not ship Rewards to any address outside of the United States, except for APO/FPO addresses.

Returns

If a merchandise Reward is damaged in transit, you can return it at our cost and receive a full refund of the points you redeemed to order the Reward. To get a refund, you must return the damaged Reward in its original packaging within ten (10) days of receiving it. Call 1-888-PNC-points (1-888-762-7646) for return instructions.

Otherwise, you cannot return, transfer, replace, or exchange Rewards under any circumstances. Non-merchandise Rewards (such as gift cards and certificates) are never returnable. Unless damaged in transit as stated above, we, Visa U.S.A. Inc., and participating merchants are not responsible for replacing mutilated, lost or stolen Rewards of any kind.

TRACKING ACTIVITY IN YOUR PNC POINTS ACCOUNT

You can access your PNC points Account information from the Rewards Center Page in Online Banking. This is a simple way to manage your PNC points Account information without any additional login required. This information includes:

- Qualifying Purchases and the points earned for such Qualifying Purchases
- Bonuses earned with a qualifying deposit account or through special offers
- Redemption activity, including the status of Rewards you have ordered

Additionally, you can access your PNC points Account by visiting pnc.com/points or calling 1-888-PNC-points (1-888-762-7646).

EXPIRATION OR FORFEIT OF POINTS

All points expire at the end of the month, 48 months after they were added to your PNC points Account. If an account with an enrolled or Linked Card is closed, you will forfeit all of your unused points associated with that Account. We may terminate your PNC points Account for any reason, in our sole discretion.

We will not notify you if your points expire or are forfeited. You are not entitled to compensation from us, Visa U.S.A. Inc., or any other entity, when your points expire or are forfeited for any reason.

WHAT TO DO IF YOUR CARD IS LOST, STOLEN, OR DAMAGED

To report a lost or stolen card, call us at the telephone number provided on your Credit Card statement or Account Rules. If you do not have these documents available, call us at 1-888-PNC-points (1-888-762-7646). You will not lose your points if your enrolled Card is lost, stolen or damaged and we provide a replacement Card, even if the replacement Card has a different Card number.

HOW TO CANCEL YOUR PROGRAM PARTICIPATION

You may cancel your participation in the Program at any time by visiting your Rewards Center Page in Online Banking, by visiting PNC.com/points or by calling 1-888-PNC-points (1-888-762-7646). If you are a business cardholder, the business may also cancel your participation at any time. You will forfeit any points you have in your PNC points Account when you cancel; you cannot transfer them to another PNC points Account. If you re-enroll in the Program, you will not receive credit for your forfeited points, but if your point balance was negative when you cancelled your participation, your negative balance will be carried over.

CUSTOMER SERVICE

For any questions about or problems with the Program, you can reach us in the following ways:

- Online: your Rewards Center Page in Online Banking or at pnc.com/points
- By phone: 1-888-PNC-points (1-888-762-7646)
- By mail: PNC points, P.O. Box 3469, Pittsburgh, PA 15230-9457

If you contact us online by email, send your full name and address. Do not send your Card number, other personal financial information, or confidential information by email, because email may not be secure.

If you have a dispute

If you contact us about a dispute or error regarding any aspect of the Program or your PNC points Account, we will make a reasonable effort to investigate and correct the error, if we determine one occurred, within the limitations described in these Terms and Conditions. You must notify us within 60 days of the posting date, or the date you believe the error occurred, and we may require you to provide your notice in writing.

If we request written notice from you, we must receive it at the address and within the time frame we specify. If we do not receive the written notice, we may decide not to correct the alleged error, in our sole discretion. If we complete our investigation and notify you of our decision, we have no further responsibilities if you later make the same dispute. We will resolve all questions or disputes, including those regarding eligibility, earning points, or redeeming points for Rewards, in our sole discretion.

HOW WE MAY COMMUNICATE WITH YOU

We may communicate with you by mail, telephone, or electronically. If you use the Program website, we may send you email or post messages to you in the Message Center on the Program website. We consider any electronic communication "from us to be delivered on the date you receive it or five days from the date we post or send it, whichever comes first. To change your contact information, visit your Rewards Center Page in Online Banking, visit pnc.com/points or call 1-888-PNC-points (1-888-762-7646) and update your PNC points Account profile.

To access information electronically, you will need a Windows or Mac-compatible computer, Internet access with a JavaScript enabled browser with 128-bit encryption (such as Microsoft Internet Explorer v. 5.0 or later or another compatible browser) and an e-mail account. You will also need Adobe® Reader® which is available free at http://get.adobe.com/reader/.

To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space on your disk drive to save an electronic copy. Additionally, you must have your login ID and password to access your information electronically or to conduct any activity online regarding your PNC points Account on the Program website.

By enrolling in the Program, you allow us and Visa U.S.A. Inc. to use information you provided and information related to your Program participation to customize your Program experience. This may include notifying you about special offers and featured Rewards, and customizing promotional information that we send you.

We may terminate your participation in the Program if you withdraw your consent to receive electronic communications regarding the Program. If your participation is terminated, any points earned will be forfeited. You may, however, choose not to receive promotional information from us electronically. To change your preference regarding promotional information, visit your Rewards Center Page in Online Banking, pnc.com/points or call 1-888-PNC-points (1-888-762-7646) and update your PNC points Account profile.

If you would like to receive a paper copy of these Terms and Conditions, or to withdraw your consent to receive electronic communications, call us at 1-888-PNC-points (1-888-762-7646), or write to us at PNC points, P.O. Box 3469, Pittsburgh, PA 15230-9457. If you use the Program website, we are not obligated to provide any additional hard copy communications to you (other than these terms and conditions).

OTHER INFORMATION, DISCLAIMERS, AND LIMITATIONS

- All information we collect from you in connection with the Program is subject to our privacy policy. You can find the privacy policy at pnc.com/privacypolicy.
- Points and Rewards have no cash value and cannot be redeemed for cash. You may not purchase points or transfer points from one PNC points Account to another, even if both PNC points Accounts are in your name. You also may not transfer or sell your points or PNC points Account.
- Any Reward offered under this Program is void where prohibited by law.
- You are responsible for all activity in your PNC points Account.
- We may change or terminate these Terms and Conditions and/or the Program. We may, for example, change the way points are earned, redeemed, expired, or forfeited. We may also change the selection of Rewards, the number of points

required for Rewards, or Program fees. We may make changes at any time without any responsibility or compensation to you.

- Any other agreements between you and us for the enrolled accounts will continue to govern your use of the Card and
 the Program. If there is a conflict between those other agreements and these Terms and Conditions, those agreements
 will govern in matters related to the enrolled accounts, and these Terms and Conditions will govern in matters related
 to the Program.
- We may waive any obligation you have under these Terms and Conditions without losing our right to enforce that same obligation at a later time. We will not lose any of our rights under these Terms and Conditions if we delay taking action for any reason, or if we take any other action.
- We, and any of our service providers, including Visa U.S.A. Inc.:
 - Are not responsible for the quality or performance of Rewards, or the products purchased or obtained with Rewards;
 - Do not make any guarantee, warranty, or representation of any kind regarding Rewards, including but not limited to, warranties of merchantability or fitness for a particular purpose;
 - Do not endorse any Reward, merchant, or other provider of a Reward in connection with the Program;
 - Are not responsible for merchants, manufacturers, or other providers of Rewards that discontinue or cancel a Reward for any reason, including bankruptcy;
 - Are not responsible for any injury, damage, loss, expense, or inconvenience that may arise in connection with the Program; and
 - Have no liability to you in connection with the Program, even if these Terms and Conditions include anything to the contrary.
- You may be subject to additional terms and conditions, warranties, or other requirements of the merchant, manufacturer, or other provider of Rewards.
- You release and hold us, Visa U.S.A., Inc. and all parties associated with the Program harmless from any claim, liability, or damage relating to the Program or your use of Rewards.

Need help? Call us at: 1-888-PNC-points (1-888-762-7646)

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PNC Bank, National Association (N.A.) is the creditor and issuer of the PNC Bank credit cards.

PNC Bank, N.A., Member FDIC

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