



# TCF® Miles Plus<sup>SM</sup> Rewards Program

## Card Issuer Terms and Conditions

TCF MILES PLUS Rewards Program ("Program") is a promotional incentive Program offered by TCF National Bank ("Issuer," "we," and "us"). These terms and conditions apply, as indicated herein, to the individual(s) that use the card(s) ("you" or "cardholder"). Under the Program, you earn TCF MILES PLUS points ("points") every time you make a Qualifying Purchase or engage in a qualifying transaction with an eligible TCF Premier Plus Charge Card ("Card") that has been enrolled in the Program. You can use these points to obtain merchandise and travel benefits (referred to generally as "Rewards"). By participating in the Program, you are agreeing to be bound by the following terms and conditions, as provided herein. In addition to these terms and conditions, your Deposit, Loan, or Investment Account Agreement with TCF, relating to your use of your Card, shall also continue to govern your use of the Program. In the event of a conflict between the Account Agreement and these terms and conditions, the Account Agreement will govern, except these terms and conditions shall govern in any matter relating to the Program.

### Changes to the Program

We may modify, restrict, or discontinue the Program at any time. Such changes may include, but are not limited to, changing the number of points you earn for a particular type of activity, the number of points you need to reach a particular Reward, changing vendors, omitting or adding Reward levels or categories, changing the selection of Rewards, imposing, increasing or eliminating point caps or Program fees, or changing the conditions under which points expire or are forfeited. We may notify you of material changes to the Program terms and conditions. We also reserve the right, in our sole discretion, to suspend or terminate the Program, or your participation in the Program, at any time without compensation to you, with or without notice to you.

### Eligibility

Qualifying Cards in good standing may be eligible to participate in the Program. We reserve the right to determine in our sole discretion whether a particular Card or cardholder is eligible to participate in the Program.

### Participation

To participate in the Program, you must accept these terms and conditions on the Program website at [tcfbank.com](http://tcfbank.com). Sign in to TCF Online Banking, select the Rewards tab, and select TCF Miles Plus and Submit.

Upon acceptance of these terms and conditions, one TCF MILES PLUS Rewards Account ("Reward Account") will be established for each individual TCF Deposit, Loan or Investment Account that has been issued a qualifying Card. It is your responsibility to keep your information know only to you because you are responsible for all activity in your Reward Account.

Points earned under multiple Cards issued to one Deposit, Loan or Investment Account will be credited solely to that single Reward Account.

### Qualifying Purchase

Only Qualifying Purchases made with your enrolled Card can earn points. A "Qualifying Purchase" is any signature-based purchase, Internet purchase, phone or mail order purchase, or automatic bill payment made with an enrolled Card, which is processed or submitted through the Visa® U.S.A. Inc. transaction processing system. Payments of existing card balances, balance transfers, manual cash advances, funds transfers using the Visa Money Transfer system, ATM cash advances, ATM withdrawals, ATM transfers or other ATM transactions, convenience checks, fees charged by us (for example, annual fees, finance charges, and related service charges, if any apply), payments made for prepaid and re-loadable cards such as certain gift cards and similar cards, or payments made for payment instruments that can readily be converted to cash (for example, travelers cheques, money orders, wire transfers, and similar products or services) are not Qualifying Purchases. We reserve the right to determine in our sole discretion whether a particular Card transaction is a Qualifying Purchase.

Notwithstanding any other provision in these terms and conditions, a purchase is not a Qualifying Purchase if it is applied towards a benefit or Reward under any other loyalty Program offer.

### Points

Once you have agreed to participate in this Program, you will be allowed to access your Reward Account. We will calculate your points based on standard procedures, which we may adopt and revise from time to time in our sole discretion. Following are the current rules:

You will earn 1 point for every \$1.00 spent on Qualifying Purchases made with your enrolled Card.

You may receive occasional bonus points for certain activity or Qualifying Purchases. We reserve the right to determine in our sole discretion whether to award bonus points, for what type of activity, and whether a particular Reward Account is eligible to receive bonus points.

Each individual purchase amount will be rounded to the nearest whole dollar amount to determine the number of points earned by that purchase. The sum of all points earned from each individual purchase will be posted to your Reward Account monthly. Purchase returns, charge backs, or other credits reflected on your Deposit, Loan, or Investment Account Statement of Card Transactions will reduce any points available for award redemption and may result in a negative point balance.

If at any time an enrolled Card is not in good standing or your TCF Deposit, Loan, or Investment Account is not in good standing, Qualifying Purchases you make with the card will not be awarded any points and access to the Rewards website may be limited. Points have no cash or other value, except to obtain Rewards as set forth below. You may not purchase points or transfer points from one Reward Account to another Reward Account, even if both are in your name. You may not transfer or combine points with other Reward Accounts. You also may not transfer or sell your Reward Account.

### Point Expiration/Forfeiture

Points currently have no scheduled expiration; however, this is subject to change by TCF. All points will be forfeited if you have no Qualifying Purchases for 24 consecutive months. This is subject to change by TCF. Currently there is no maximum number of points you can be awarded in a month or year based

upon Qualifying Purchases or bonus points, however, this is subject to change by TCF. All of your points will be forfeited without notice if your TCF Premier Checking Plus account is closed by you or us. We will determine in our sole discretion what is a closed Account. You are not entitled to compensation from us, Visa U.S.A. Inc., or from any other entity, when your points expire or if they are forfeited for any reason.

## **Rewards**

To redeem points in your Reward Account, go to the Program website at [tcfbank.com](http://tcfbank.com), sign in to TCF Online Banking and click on the Account Services tab. You can only acquire Rewards to the extent that you have accumulated the required number of points in your Reward Account. You cannot combine points in one Reward Account with points in another Reward Account. All Rewards are subject to availability and have no cash value.

## **Points Earned**

Points will be available to the Account owner. TCF will not be held responsible for any theft or misuse of points among joint owners. By requesting shipment of Rewards to an address different from that indicated on the Account, you assume sole responsibility for the receipt of the award.

Each Reward will be subject to terms and conditions specific to the Reward that will be provided to you in conjunction with the Reward. These terms and conditions may address such matters as the expiration date of the Reward, the purchase or other requirements to use the Reward, any warranties for the Reward, or any other limitations or restrictions on obtaining, retaining or using the Reward. We and our service providers are not liable to you if a Reward expires prior to your use of the Reward. An expired Reward will no longer be available for use or redemption. Award providers participating in the Program are subject to change and may be discontinued without notice.

Once a redemption order is placed, your Reward Account will be reduced by the number of points used to acquire the Reward. If you order a Reward that is subsequently cancelled or otherwise becomes unavailable after the order is placed, your points will be reinstated to your Reward Account and you will be notified of the cancelled order. In the event of a return, charge back, credit or other adjustment that results in insufficient points for the Reward ordered, the Reward order will not be fulfilled. If the Reward order is fulfilled and we later discover that you did not have sufficient points for that Reward in your Reward Account, in addition to any other action we may take, you will forfeit all future point earnings until such time as sufficient points are earned to cover the redemption of the Reward. All non-merchandise Rewards (for example airline tickets, gift cards and certificates) cannot be returned.

Except as otherwise provided above in connection with merchandise damaged in transit, redeemed Rewards are nonrefundable, nonexchangeable, non replaceable, non redeemable, or nontransferable for cash, credit, other Rewards or points under any circumstances; we, our service providers and participating merchants are not responsible for replacing lost, stolen, or mutilated Rewards, including retail or travel certificates, gift certificates, gift cards, airline tickets or merchandise.

You are responsible for compliance for all laws relating to the Rewards, including the payment of any applicable Federal, State, or Local income tax.

For the current list and description of the Rewards, as well as the number of points necessary to obtain each Reward, go to the Program website at [tcfbank.com](http://tcfbank.com), sign in to TCF Online Banking and click on the Rewards tab.

## **Shipping**

Shipping or handling fees for standard delivery of the Rewards are included in the number of points required to redeem. Rewards generally will be sent to you within 2 to 4 weeks of processing your Rewards order. Rewards will not be shipped to any address outside of the United States or P.O. Box addresses. By requesting a shipment of a Reward to an address different from that indicated on the account, you assume sole responsibility for the receipt of the award.

## **Communications with Program Participants**

We may communicate with you regarding any matter related to the Program by mail, by telephone or by electronic communications. If you use the Program website, we may make electronic communications to you, including electronic mail and/or postings to the Program website and you consent to receive electronic communications in lieu of paper communications. All electronic communications from us shall be deemed to be communications "in writing" and deemed delivered no later than the earlier of the date actually received or 5 days from the date of posting or dissemination.

You may update your contact information such as mailing addresses, by contacting TCF Bank.

To access information electronically, you need an IBM- or MAC-compatible computer, Internet access, an Internet Browser [Netscape Navigator version 6.01 or Internet Explorer version 5.0 (or later versions)] and an email account. To retain copies of electronic communications, you will need a printer attached to your computer or sufficient storage space in your disk drive to save an electronic copy.

Additionally, you must have your TCF Deposit, Loan, or Investment Account number and your Online Banking ID and PIN to access your information electronically or to conduct any activity online regarding your Reward Account on the Program website.

You can reach the Program Administrator by email at [tcfmilesplussupport@motivaction.com](mailto:tcfmilesplussupport@motivaction.com), by telephone at 1-888-TCF-0356 or by U.S. mail at TCF MILES PLUS, 16355 36th Ave. N., Suite 100, Minneapolis, MN 55436.

## **Reward Account Activity**

You can view your Reward Account activity at any time online through our website at [tcfbank.com](http://tcfbank.com). Sign in to TCF Online Banking and click on the Rewards tab in order to see the number of points you have in your Reward Account. TCF will update your Reward Account with Qualifying Purchases made with your enrolled Card on a monthly basis. Any redemption activity on your Reward Account will be recorded at the time the Reward is processed. You can also call 1-888-TCF-0356 for such information. It may take 5 to 8 weeks for some of your Qualifying Purchases to be posted to your Reward Account. Some transactions, for example foreign transactions, may take longer to be posted.

## **Canceling Program Participation**

You may cancel your participation in the Program at any time by contacting TCF Bank. All points in your Reward Account will be forfeited and cannot be transferred to another Reward Account.

## **Lost, Stolen, or Damaged Cards**

You will not lose the points in your Reward Account if your card is lost, stolen, or damaged. We provide a replacement card upon request. Even if such replacement card has a different card number, it will not affect the points in your Reward Account.

## Customer Service

If you have a problem or question regarding whether you earned points from a particular Qualifying Purchase, please contact TCF Bank. If your question relates to whether a Reward was properly redeemed or the status of your redemption order or any other question regarding the Program, you can reach the Program Administrator by email at [tcfmilesplussupport@motivaction.com](mailto:tcfmilesplussupport@motivaction.com), by telephone at 1-888-TCF-0356, or by U.S. mail at TCF MILES PLUS, 16355 36th Ave N., Suite 100, Minneapolis, MN 55446. If you choose to contact the Program Administrator by email, send your full name and address and state that your card was issued by TCF Bank. Do not send your Card number, your PIN, other personal financial information, or any confidential information.

If you contact us regarding an error or mistake with respect to your Reward Account, we will use reasonable efforts to investigate and correct the error or mistake, subject to the limitations set forth in these terms and conditions. In any event, you must notify us within 60 days of the posting date or the date of the alleged error or mistake in order for us to undertake an investigation of the matter. We may require you to provide written confirmation of the alleged error or mistake. If we do not receive the requested written confirmation at the address and within the time frame requested by us, we may in our sole discretion determine not to correct the alleged error or mistake. If we complete our investigation of the alleged error or mistake and notify you of our determination, we have no further responsibilities should you later reassert the same alleged error or mistake. All questions or disputes regarding the Program, including eligibility, earning points, or redemption of points for Rewards, will be resolved by us in our sole discretion.

### TCF MILES PLUS<sup>SM</sup> Premier Collection<sup>SM</sup>

Rewards redeemed through the Premier Collection are subject to all the terms and conditions of the Program including (but not limited to) "Changes to the Program," and thus are subject to change with or without notice. Current rules of the Premier Collection are as follows:

1. Premier Collection is a product of MotivAction, LLC. This functionality is proprietary to MotivAction, LLC and cannot be used in conjunction with any gift certificates and/or discount coupons.
2. To return an item ordered through the Premier Collection, contact the Program Administrator at 1-888-TCF-0356 to request a return slip. This slip will be mailed or faxed to you. The item must be returned in its original packaging and within 30 days of receipt of the item. Once an item has been returned, a return credit will appear in your Reward Account within 21 days.
3. All items are shipped through the United States Postal Service. Please allow 2 to 4 weeks to receive after your order has been processed.
4. Pricing and availability are subject to change and are not guaranteed until Rewards are redeemed.

### TCF MILES PLUS<sup>SM</sup> VIPexpress<sup>SM</sup>

Rewards redeemed through the VIPexpress are subject to all the terms and conditions of the Program including (but not limited to) "Changes to the Program," and thus are subject to change with or without notice. Current rules of the VIPexpress are as follows:

1. Pricing and availability are subject to change and are not guaranteed until the tickets are issued. Access VIPexpress for participating airlines, which may change from time to time. Airlines increase and decrease fares without notice. If your pricing has changed, you will be notified prior to ticket issuance.
2. Internal processes require that all bookings be made at least 7 days prior to departure.
3. Receive a confirmation email upon submitting your order and within 24 hours an additional confirmation email indicating that your ticket has been issued.
4. Please Check in at the airport at least 2 hours prior to domestic flights and 3 hours prior to flight time for International Flights. Reservations are subject to cancellation unless you present yourself at the gate at least 30 minutes prior to scheduled departure time. Due to FAA Regulations, positive luggage match is required for each traveler. You will need a boarding pass and a valid government-issued photo ID in order to proceed through security checkpoints.
5. If you require assistance, please call the Program Administrator at 1-888-TCF-0356. The Program Administrator is available Monday–Friday, 8:00am to 5:00pm Central Standard Time, excluding holidays.
6. If you do not check in for any portion of your ticket, the airline will cancel the remainder of your itinerary. Please contact the airline directly to discuss your options.
7. If a change to your itinerary is necessary, please contact the airline directly regarding your options. Penalty Fees may apply.
8. Seat preference requests are sent directly to the airline and are processed according to each airline's procedure.
9. Once issued, your ticket is nonrefundable.
10. Once issued, name changes are not allowed per airline rules.
11. If pricing and/or availability have changed, you will be contacted via email before your ticket is issued.
12. When traveling internationally, be sure to check with your local government office to make sure you have all documents required to travel.
13. You may redeem points for VIPexpress for any scheduled flight on any participating carrier subject to available seating. Not all airline ticket options or prices are available on all flights. Electronic tickets will be issued unless carrier restrictions apply. Issuance of a paper ticket may result in an additional charge imposed by the airline. Once issued by the airline, VIPexpress ticket(s) may be subject to restrictions by that airline, such as a nonrefundable fare or change/cancellation fees. You are responsible for all fees and additional costs incurred by modifying, exchanging, or canceling a ticket. This includes any fees imposed by the airline including ticketing fees. Points cannot be used for airline exchange fees, additional fees due to changes or cancellations, or any other fee imposed by the airline. All VIPexpress point redemptions must be made through VIPexpress. Reservations made by other travel agents or tour companies will not be accepted. Airline packages, charter flights, contract fares and consolidator fares are not available with VIPexpress. Travel must originate in the U.S. and is based on the ticket(s) being issued in U.S. currency. Circle trips, wherein the traveler elects to extend a layover or reach a different final destination than his or her original departure destination, may incur additional costs. VIPexpress fares are not combinable with coupons, other vendor certificates, or special offers.

### Other Terms And Conditions

1. We reserve the right to disqualify any cardholder from participating in the Program and to forfeit all points for abuse, fraud, or any violation of the Program's Terms & Conditions.
2. Every reasonable effort has been made to ensure the accuracy of the content of the website. TCF is not responsible for errors and/or omissions on the

website. TCF is not responsible for the content of the TCF Premier Collection or TCF VIPexpress web sites.

3. Points have no value except when used in accordance with the Terms & Conditions of the Program.

### **Award Providers**

This section describes the terms and conditions of specific gift card/gift certificates. As it appears in this section, "card" means the award provider gift card/gift certificate. Specific Terms & Conditions will be provided separately on each award certificate/gift card. For specific questions regarding the Terms & Conditions of award certificates/gift cards, please call the Program Administrator at 1-888-TCF-0356.

### **TCF® VISA® Gift Card Terms and Conditions**

See the applicable "TCF Visa Gift Card Terms and Conditions" you'll receive with your card for details about fees, product information and card replacement.

### **iTunes®**

Download iTunes for Mac or Windows, free of charge, at [www.itunes.com](http://www.itunes.com). To redeem iTunes prepaid cards:

- Open iTunes and click Music Store
- Click Prepaid Cards
- Enter the code printed on the card when requested
- Download your songs and enjoy

*To redeem an iTunes prepaid card, you must have iTunes 4.5 or later installed and an iTunes Music Store account (subject to prior acceptance of license and usage terms). iTunes requires Mac OS Xv10.1.5 or later, Windows 2000 or Windows XP and Internet access (fees may apply). This card may be redeemed only on the U.S. iTunes music Store. Not all Products may be available. Prepaid cards cannot be redeemed for cash or used to purchase additional prepaid cards or gift certificates. Prepaid cards and unused balances expire two years from the date of issuance or two years from the date of the last activity on the iTunes account, whichever is later. Expiration does not apply in California, Maine, or any other state where prohibited by law. Not for resale.*

### **Amazon.com Gift Cards**

Amazon.com Gift Cards ("GCs") sold by MotivAction, LLC, an authorized reseller of Amazon.com Gift Cards. Amazon, Amazon.com, and the Amazon.com logo are trademarks of Amazon.com, Inc. or its affiliates. Amazon.com Gift Cards may be used only to purchase eligible goods on Amazon.com or its affiliated website, Endless.com, GCs cannot be redeemed for purchases of gift certificates or cards, or for items from some third party sellers. GCs cannot be reloaded, resold, transferred for value, redeemed for cash, or applied to any other account. For complete GC terms and conditions, see <http://www.amazon.com/gc-legal>. GCs are issued and copyrighted 2009 by ACI Gift Cards, Inc., a Washington company.

### **University of Minnesota Merchandise**

University of Minnesota merchandise must be redeemed through the Premier Collection and is subject to all the terms and conditions of the Program, including (but not limited to) "Changes to the Program," and thus is subject to change with or without notice.

1. All items must be shipped to a street address. Items cannot be shipped to a P.O. Box.
2. All University of Minnesota merchandise returns must be sent to:  
University of Minnesota Bookstore  
ATTN: TCF Program Administrator  
231 Pillsbury Dr. SE  
290 Williamson Hall  
Minneapolis, MN 55455
3. Shipping of returns for non-defective items must be paid by the Account owner.
4. For defective merchandise, please call the Program Administrator at 1-888-TCF-0356.
5. Items may be exchanged at the University of Minnesota Bookstore with the original order receipt from your order.
6. To return an item ordered through the TCF MILES PLUS Premier Collection, contact the Program Administrator at 1-888-TCF-0356 to request a return slip. This slip will be mailed or faxed to you. The item must be returned in its original packaging and within 30 days of receipt of the item. Once an item has been returned, a return credit will appear in your Reward Account within 21 days.
7. All items are shipped through UPS. Please allow 2 to 4 weeks to receive after your order has been processed.
8. Pricing and availability are subject to change and are not guaranteed until Rewards are redeemed.

### **Disclaimers, Limitations, Releases**

TCF and the Program Administrator, MotivAction, are not responsible for any disputes between or involving joint cardholders or authorized users relating to points, redemption for Rewards, or use of Rewards.

NO GUARANTY OR WARRANTY FROM TCF REWARDS ARE PROVIDED BY A VARIETY OF MERCHANTS. WE AND OUR SERVICE PROVIDERS ARE NOT RESPONSIBLE TO YOU FOR THE QUALITY OR PERFORMANCE OF THE REWARDS OR THE PRODUCTS OR MERCHANDISE PURCHASED OR OBTAINED WITH THE REWARDS. YOU MAY BE SUBJECT TO ADDITIONAL TERMS AND CONDITIONS, WARRANTIES, OR OTHER REQUIREMENTS OF THE MERCHANT, MANUFACTURER, OR OTHER REWARDS PROVIDER. WE MAKE NO GUARANTEE, WARRANTY, OR REPRESENTATION OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE REWARDS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

WE ARE NOT LIABLE FOR ANY INJURY, DAMAGE, OR LOSS TO PERSON OR PROPERTY, OR ANY EXPENSE, ACCIDENT, OR INCONVENIENCE THAT MAY ARISE FROM THE USE OF THE POINTS, OR THE USE OF THE REWARDS, OR PRODUCTS, MERCHANDISE, AIRLINE TICKETS OR ANY OTHER ITEM PURCHASED OR OBTAINED WITH THE REWARDS, OR OTHERWISE IN CONNECTION WITH THE PROGRAM. YOU RELEASE US AND OUR SERVICE PROVIDERS FROM ANY SUCH LIABILITY.

**TCF NOT RESPONSIBLE FOR MERCHANT ACTIONS**

WE ARE NOT RESPONSIBLE FOR THE PERFORMANCE OR PRODUCTS OF MERCHANTS, MANUFACTURERS OR OTHER REWARD PROVIDERS UNDER THE PROGRAM INCLUDING A MERCHANT OR MANUFACTURER THAT DISCONTINUES OR CANCELS REWARD DUE TO BANKRUPTCY OR FOR ANY OTHER REASON. WE DO NOT MAKE ANY REPRESENTATION OR ENDORSEMENT OF ANY REWARD, MERCHANT OR OTHER PROVIDER OF A REWARD IN CONNECTION WITH THE PROGRAM.

**YOUR RELEASE OF TCF**

YOU HEREBY RELEASE AND HOLD US, AND ALL PARTIES ASSOCIATED WITH THE PROGRAM, HARMLESS FROM ANY CLAIM, LIABILITY OR DAMAGE RELATING TO THE PROGRAM OR USE OF THE REWARDS. ANY REWARD OFFERED UNDER THIS PROGRAM IS VOID WHERE PROHIBITED BY LAW. NOTWITHSTANDING ANYTHING IN THESE TERMS AND CONDITIONS TO THE CONTRARY, WE, AND ANY OF OUR SERVICE PROVIDERS, SHALL HAVE NO LIABILITY TO YOU IN CONNECTION WITH THE PROGRAM.

ANY REQUIRED ARBITRATION OR OTHER DISPUTE RESOLUTION PROCESS PROVIDED FOR IN YOUR DEPOSIT ACCOUNT AGREEMENT SHALL APPLY TO YOUR PARTICIPATION IN THE PROGRAM.

For the most up-to-date rules please sign into TCF Online Banking at [tcfbank.com](http://tcfbank.com) and click on the Rewards tab.

**Privacy**

All information collected about you in connection with the Program is subject to our privacy policy, a copy of which you can get from any TCF branch.

TCF is a registered trademark of TCF Financial Corporation.

Visa is a registered trademark of Visa International Service Association.