

BB&T BUSINESS REWARDS PROGRAM TERMS AND CONDITIONS

Definition of Terms

1. Company Account – Central Company account number that houses Company's overall credit limit. No plastic credit card is issued for this account number. Purchases cannot be made with this account number.
2. Individual Cardholder Account – Account assigned to individual cardholder. Generally, these accounts will have a plastic credit card issued for the account numbers.
3. Business Credit Card Account – Entire Business Credit Card account including Company account and Individual Cardholder accounts.
4. Commercial Card Plan Agreement – Terms and Conditions signed by principal(s) at the time the Business Credit Card account was set up.
5. Registered Rewards Administrator – The Company must assign a Registered Rewards Administrator at enrollment. The Registered Rewards Administrator will have access to BB&T Business Rewards account information. The Registered Rewards Administrator is the only person that can redeem points. Multiple Registered Rewards Administrators can be designated.
6. Central Billed Accounts – Company gets one statement to make one payment at the end of each billing cycle. Payment is made on the Company account number.
7. Individual Billed Accounts – Company gets a separate statement for each Individual Cardholder account to make a separate payment at the end of each billing cycle.

Eligibility

8. Eligibility is restricted to members whose BB&T Business credit card accounts are open, current, and not in default or delinquent. Upon enrollment into the BB&T Business Rewards Program (program), eligible account holders become Members of the program.
9. This program is not available for Consumer Card, Corporate Card, Purchasing Card, Fleet Card or Tax Advantage Credit Card accounts, co-branded card programs, affinity card programs, or companies with aggregate credit lines of more than \$100,000.
10. Eligibility in the program is restricted to individuals who have a statement address within the 50 United States or the District of Columbia.

General Program Rules

11. Branch Banking and Trust Company, issuer of the BB&T Business credit card, reserves the right to alter, temporarily suspend, or terminate the program at any time without notice, which may result in the cancellation of outstanding points.
12. All rewards are subject to availability. BB&T may withdraw, change, or replace specific reward items at any time.
13. The Terms of this program are void where prohibited by law.
14. BB&T reserves the right to disqualify Members who have violated these program rules.
15. Points are not transferable, are not redeemable for cash, and cannot be used as payment for obligations owed to BB&T, BB&T Corporation, or its subsidiaries. Points cannot be combined with any other loyalty/frequency award program.
16. BB&T reserves the right to award bonus points to selected members.
17. Points are not the property of the Member and cannot be bought, sold or transferred in any way (including upon death or as part of a domestic relations matter).
18. Determination of tax liability is the sole responsibility of the Member.
19. Affinion Loyalty Group, Inc. provides administrative services for the BB&T Business Rewards program.
20. Members who choose to cancel enrollment in the BB&T Business Rewards program may call the BB&T Commercial Card Client Service Center at 1-800-397-1253, Monday through Saturday, 6 a.m. - midnight ET for assistance. Any points accumulated will be forfeited upon cancellation by the Member or by BB&T.
21. For point inquiries and updates, Members may view account information online at BBTBizrewards.com or call the BB&T Business Rewards Center at 1-866-250-3912, seven days a week from 8 a.m. - midnight ET, except major holidays.
22. Points earned on Individual Cardholder accounts will be accumulated at the Company account level. Points cannot be transferred from one Company account to another. If a Company has multiple Business Credit Card accounts in the same business name, only one of those accounts can be enrolled in the BB&T Business Rewards Program. If a Company has multiple Business Credit Card accounts in different business names, points earned from each Company account cannot be added together. Points must be redeemed by the Company's Registered Rewards Administrator, but awards may be given to another person.

Point Accrual

23. Members will earn one point per net U.S. dollar purchase made with the BB&T Business MasterCard® or Business Visa® credit card account; exclusive of cash advances, traveler's checks, access checks, balance transfers, and returns.
24. Points do not accumulate for fees of any kind, such as cash advance fees, late payment fees, annual fees, over-limit fees, insurance charges, returned check fees, enrollment fees, nonsufficient funds (NSF) fees and related service charges, unauthorized charges, and ATM transactions. In order to earn points, the account must be open, current (no past due balances), and the outstanding balance must not be in excess of the approved credit line.
25. Points are considered earned when they are posted to the BB&T Business Rewards program.
26. Points are tracked and redeemable on a first-in, first-out basis. This means that the points that have been on the account the longest will be spent first upon redemption. Points will expire five (5) years from the date of issuance.
27. If the Business Credit Card Account is closed, then membership terminates, points are no longer earned, and any outstanding points are forfeited and cannot be redeemed.
28. Credits and returns do not earn points. Any credits, except payments to the account, will reduce the number of points available for redemption by the dollar amount of the credit. Negative points will post on the statement if returns or credits exceed purchases.
29. Accounts are updated monthly. Accumulated and redeemed points are reflected online at BBTBizrewards.com.
30. Points cannot be earned until an account number has been assigned. No retroactive credit will be given.

Point Redemption

31. Points will be redeemable only if the Member's credit card account is open and current (no past due balances), the outstanding

- balance is not in excess of the approved credit line, and the account is in good standing.
32. Members must call the BB&T Business Rewards Center at 1-866-250-3912, Monday through Saturday, 8 a.m. – midnight ET, or visit the program's website at BBTBizrewards.com to redeem points for rewards.
 33. Redemptions are subject to point availability and other requirements contained in these Terms and Conditions. Gift cards will be delivered within 2 to 6 weeks of the Member's request. At the time of a gift card redemption, the BB&T Business Rewards Center will reduce the Member's points total by the number of points used to obtain the reward(s).
 34. Gift cards will not be personalized and are transferable and may be redeemed by any person.
 35. BB&T and/or Affinion Loyalty Group may change or terminate participating merchants, withdraw, limit, modify or cancel any reward, add an unlimited number of blackout dates, or increase the number of points required for any reward, even though such changes may affect the accrual or values of points or rewards.
 36. Gift cards must be presented to participating merchant partner for use. Affinion Loyalty Group and BB&T make no guarantees, warranties or representations of any kind, expressed or implied, with respect to the goods or services offered by any participating merchant; and shall not be liable for any loss, expense, accident, injury, or inconvenience that may arise in connection with the use of such rewards or as a result of any defect in or failure of such rewards (e.g., including merchant bankruptcy). Affinion Loyalty Group specifically disclaims any defect in or failure of such rewards. Affinion Loyalty Group and BB&T specifically disclaim any implied warranties of merchantability or fitness for a particular purpose. Taxes are the responsibility of the Member to pay.
 37. Mechanical reproductions, copies or facsimiles of gift cards will not be accepted. Additional terms and conditions appearing on the gift cards are to be interpreted in accordance with, and are incorporated into these Terms and Conditions. Gift cards are not exchangeable, refundable, transferable, or redeemable for cash and cannot be replaced if lost or stolen.
 38. There are no refunds, exchanges, replacements or conversions for currency, credit, other points or rewards, for no-shows or unused portions of rewards. Lost, stolen, destroyed, or expired gift cards may not be reissued or replaced. Best efforts will be made to ensure that the gift card is received in a timely manner. BB&T, Affinion Loyalty Group and its partners are not responsible for rewards or correspondence lost or delayed due to U.S. Mail delivery.
 39. Registered Rewards Administrators may redeem accumulated, unexpired points for merchandise and gift cards. For a complete list of rewards and their point requirements, call 1-866-250-3912 or visit the program website at BBTBizrewards.com.
 40. Merchandise may only be redeemed with BB&T Business Rewards Points. BB&T Business Rewards Points on separate accounts cannot be combined. Cash may not be supplemented with BB&T Business Rewards Points to redeem merchandise. All items are subject to availability; merchandise rewards will arrive 4 to 6 weeks from the time of order. Multiple rewards may arrive at different times from different vendors. All substitutions offered at the time of redemption will be of equal or greater value. All BB&T Business Rewards deductions are made at the time of order.
 41. Returns are only accepted for merchandise that is damaged, defective or mis-shipped and reported on the delivery receipt before the Company signs to accept shipment of merchandise.
 42. The manufacturers' warranties, if any, apply to all items offered. Any defect should be handled through the standard manufacturer repair facility as noted with the product.
 43. All redemptions are final.
 44. Merchandise shippable by UPS will be available to all US territories. Items being shipped to Alaska, Hawaii, Puerto Rico, Guam and the U.S. Virgin Islands will have an additional freight charge billed to the Company's Business Credit Card.
 45. Only standard shipping is available for merchandise (no express delivery) and ship-to address must include a street address (APO, FPO, and PO Box addresses are not accepted).
 46. Points may be redeemed and applied as a credit item to Member's Credit Card account, deposited electronically into an eligible BB&T business checking or savings account, or mailed to Member in the form of a check. At the time of redemption, the BB&T Business Rewards Center will reduce Member's points total by the number of points used to obtain the cashback reward(s).
 47. Please allow up to ten (10) business days from the redemption date for the credit to be applied to Member's credit card account. Account credits will reduce Member's account balance, but they will NOT reduce the minimum payment amount owed. Members are still responsible for paying any minimum payment amounts due by the payment due date.
 48. Please allow up to ten (10) business days from the redemption date for the electronic deposit to be applied to Member's eligible BB&T business checking or savings account.
 49. If Member's electronic deposit is rejected for any reason, BB&T will reinstate the points to Member's BB&T Business Rewards account.
 50. Members may call the BB&T Business Rewards Center at 1-866-250-3912 or visit the program's website at BBTBizrewards.com for instructions on how to request a check.
 51. The BB&T Business Rewards Center will issue checks within seven (7) to ten (10) business days of the Member's request, but Member should allow two (2) to three (3) additional weeks for delivery. Best efforts will be made to ensure that checks are received within a timely manner. BB&T, Affinion Loyalty Group and its partners are not responsible for checks lost or delayed due to mail delivery or checks returned to sender. Checks returned to sender or checks not cashed within one hundred and eighty (180) days from the issuance date will be applied as a credit to Member's credit card account's outstanding principal balance. Member is still required to make payments when due. Checks not cashed within one hundred and eighty (180) days will be issued for stop payment prior to BB&T issuing a credit to Member's credit card account.
 52. The BB&T Business Rewards Center will only ship checks within the United States.
 53. Mechanical reproductions, copies or facsimiles of checks will not be accepted. Checks are not exchangeable, refundable, or transferable and cannot be replaced if lost or stolen. Lost, stolen, destroyed, or expired checks may not be reissued or replaced.

Travel

Members may redeem for airline tickets, hotels, car rentals, and activities. If the cost is more than the points available for redemption, members may pay the difference with their BB&T Business credit card or another credit card of choice. Members may also choose to pay the full amount with their BB&T Business credit card. In addition, cruise bookings and vacation deals are available for purchase through this program.

Airline Tickets

54. Members may redeem points for airline travel on most major, U.S.-based airlines as displayed or published in a U.S. airline industry computer reservation system such as Sabre. **NOTE:** A \$28.00 airline ticket redemption fee may be charged per ticket.
55. Airline tickets redeemed are NON-REFUNDABLE, non-changeable tickets. This includes taxes, destination charges, and any other applicable fees. Additionally, all rewards will be subject to applicable airline penalties and/or restrictions.
56. Airline ticket reservations must be booked through administrator's fully licensed redemption reservation center by visiting BB&T Business Rewards online at BBTBizrewards.com or by calling the BB&T Business Rewards Center at 1-866-250-3912.
57. If the fare for the selected itinerary is more than the maximum number of points in the Member's rewards account, the

Member may choose to pay the difference with the BB&T Business Credit Card.

58. A minimum of 15,000 points is required for all airline redemptions.
59. Tickets may be purchased in any designated individual's name, but must be redeemed by the Registered Reward Administrator.
60. Members may make additional travel reservations with the administrator's travel department using your credit card. A reservation fee will apply to all tickets reserved through the travel department.
61. Airfares are not guaranteed if not ticketed immediately. All reservations will receive a fax or email the same day the ticket is issued. The cardholder must call in any corrections or discrepancies by 9:00 p.m. CST, Monday through Friday and by 5:00 p.m. CST on Saturday and 2:00 p.m. CST on Sunday. The cardholder must call in by 9:00 p.m. CST, if the email or fax is not received the same day the ticket is ordered. Any changes or corrections done the following day or thereafter are subject to all airline airfare charges, exchange fees and processing fees and processing charges.
62. Paper airline tickets are subject to the individual airline paper ticket fees. If a paper ticket is issued, the cardholder has two options for delivery. They can sign a waiver stating that they accept responsibility for a lost ticket, and then the ticket will be sent via US mail. The second option is to pay a \$15 shipping fee for the ticket to be sent via DHL overnight delivery. Priority, Saturday and outside the 48 contiguous states, deliveries will be subject to additional shipping charges.
63. Lost, stolen or otherwise destroyed airline paper tickets will not be replaced, without the Member paying the standard fees charged by each airline.
64. Reservations for tickets also exclude the usage of charters.
65. En-route stopovers are not permitted unless they are to make direct connections.
66. Tickets will be issued for a scheduled flight on most major, US-based airlines at the lowest fare available at the time of booking through a U.S. airline industry computer reservation system such as Sabre. Some airlines, such as regional carriers, may not participate in these reservation systems and are not available for redemption.
67. The cardholder is responsible for payment of any excess baggage charges, departure taxes or other charges that may have been assessed by governmental entities as a result of travel under the BB&T Business Rewards program.
68. Neither BB&T, nor Affinion Loyalty Group maintains any control over the personnel, equipment, or operations of any travel Rewards Supplier. The passage contract in use by the airlines and other carriers will constitute the sole contract between you/your travel companions and the carriers. The responsibility of any travel Rewards Supplier to you/your travel companion is limited to the travel Rewards Supplier's contractual and statutory liability as a common carrier.
69. Neither BB&T, nor Affinion Loyalty Group assumes any responsibility for, and will not be liable for, any financial loss, personal injury, property loss or damage, other loss, accident, delay, inconvenience, or irregularity that you and/or your guest may suffer by reason of any act, default, nonperformance or wrongful, careless, negligent, or unauthorized act or omission of any Reward Supplier, its employees, or any third party (e.g., including airline bankruptcy).
70. Please note the following travel recommendations:
 - a. Contact the carrier 24 hours prior to departure to confirm your itinerary.
 - b. Check in 1.5 hours prior to departure for domestic flights; 2.5 hours prior to departure for international flights.
 - c. For your added protection, it is highly recommended that all travelers consider purchasing travel insurance at the time of ticketing to cover airline bankruptcy, trip cancellation & interruption, baggage delays and lost baggage, medical expense, emergency medical transportation, vehicle rental collision insurance.
 - d. Photo ID is required at check-in for all flights. Passport required for all international travel (other documentation may be applicable). Most countries require a minimum of six-month validity on your passport to travel.

Hotels

71. Hotel cancellations received within five (5) days of check-in date will be subject to a supplier cancellation fee equal to the charge for a one-night stay, including taxes and other applicable fees.
72. Cancellations or modifications received at any time may be subject to the applicable supplier fee. Such fee will appear on your monthly credit card statement as "Trip Charges."
73. No-shows are NON-REFUNDABLE and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.
74. Additional cancellation fees may apply during peak or holiday travel periods.
75. Contact ALG Travel Services via the number listed on your itinerary for all cancellation or modification requests. Cancellations or modifications handled directly by the property may result in additional fees.

Car Rental

76. Car cancellations received within two (2) days of pick-up date will be subject to a supplier cancellation fee equal to the charge for a one-day rental, if applicable.
77. Cancellations or modifications received at any time may be subject to the applicable supplier fee. Such fee will appear on your monthly credit card statement as "Trip Charges."
78. No-shows are NON-REFUNDABLE and will result in total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.
79. Renters must be at least 25 years of age and have a valid driver's license, major credit card and good driving record.

Activities

80. Cancellations received within three (3) days of activity date are NON-REFUNDABLE. Theater tickets, theme-park passes, and select sightseeing tours are NON-REFUNDABLE once booked.
81. Cancellations or modifications received at any time may be subject to applicable supplier fees. Such fee will appear on your monthly credit card statement as "Trip Charges."
82. No-shows are NON-REFUNDABLE and will result in a total forfeiture of any payments made and points used by you in connection with the reservation, without credit due.

Cruises

83. Points cannot be redeemed for cruises. Members can only book cruises through BB&T Business Rewards by calling the BB&T Business Rewards Center at 1-866-250-3912. Cruise reservations are subject to the rules of each vendor on your itinerary. Refunds require a minimum of 6 to 8 weeks for processing and are subject to the policies of the individual travel provider.
84. ALG Travel Service accepts no responsibility or liability for name errors which occur during the reservation process. It is the responsibility of the customer to make sure that the name/names on the reservation are an exact match to the proof of citizenship used.
85. It is the customer's responsibility to obtain visas, passports, and other documentation, including vaccinations for infectious diseases. No refunds will be made if improper documentation results in denial of boarding or entry to a foreign country.
86. Additional Terms and Conditions apply to all travel redemption items, and are disclosed during the booking process.

Contact Information

87. For point inquiries and updates, or for a list of current rewards, merchant disclosures, and point requirements, Members may call the BB&T Business Rewards Center at 1-866-250-3912, seven days a week, 8:00 a.m. – midnight ET, except major holidays, or view information online at BBTBizrewards.com.
88. For questions regarding BB&T credit cards, call the BB&T Commercial Card Client Service Center at 1-800-397-1253, Monday through Saturday, 6:00 a.m. – midnight ET for assistance.

BB&T Credit Cards are issued by Branch Banking and Trust Company. Member FDIC.
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