

# **MASTERCARD BLACK CARD REWARD**

## **PROGRAM RULES**

This document contains the official Rewards Program Rules (Program Rules) for the MasterCard Black Card Program (Program) and includes important conditions and limitations. Use of your MasterCard Black Card Account (Account) constitutes your acceptance of each of the terms described below. Please read these Program Rules and keep this document in a safe place. Capitalized terms not defined in these Program Rules have the meaning ascribed to them in the Cardmember Agreement.

### **Program Administration**

The Program is managed by Barclays Bank Delaware (Barclaycard) located in Wilmington, DE (we, us or our) and administered by TSYS Loyalty, Inc. (TLI), an independent company not affiliated with Barclaycard or Luxury Card (Luxury Card). Barclaycard and Luxury Card are responsible for establishing the terms and conditions of the Program and reserve the right to modify, amend or terminate the Program at any time.

Luxury Card is not a party to the Cardmember Agreement between you and us, does not participate in any extension of credit, and has no authority regarding the Account. Barclaycard is the sole creditor and owner of the Account. Barclaycard's Privacy Policy is available online at [myluxurycard.com](http://myluxurycard.com). Barclaycard, TLI and Luxury Card will share information to the extent needed to administer the Program.

To qualify for participation in the Program and to maintain your good standing:

- Your Account must remain open, active and not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 6 billing cycles in a row (representing approximately 6 months). Inactive means you have no balance, no payments and no transactions.
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Account only for personal, family or household expenses.
- All Program Points (Point or Points) earned on purchases made by the primary cardmember and any authorized user(s) will be posted to the primary cardmember's Account.
- If you do not keep your Account open, active, and in good standing, your enrollment in the Program may be cancelled and any unredeemed Points may be forfeited.

## **Customer Service**

Questions regarding the Program, including questions about your Rewards Points balance and/or Points redemption, may be directed to 844-724-2500, option 1, between 7:00am and 9:00pm Monday through Friday and between 9:00am and 9:00pm Saturday and Sunday, Eastern Time or online anytime at *myluxurycard.com*.

## **Earning Points**

You earn Points on retail purchases with the MasterCard Black Card (the Card), less credits, returns and adjustments (Net Purchases) made by the primary cardmember and/or any authorized user(s) of the Account.

- You will earn 1 Point for every \$1 in Net Purchases using your Card.
- Balance Transfers, Cash Advances, Quasi-Cash Transactions (transactions in highly liquid assets, e.g., assets that are directly convertible to cash such as, but not limited to, money orders, traveler's checks, foreign currency and lottery tickets), purchases made by or for a business or for a business purpose, fees, interest charges, and unauthorized/fraudulent transactions do not earn Points.
- There is no limit to the total Points you can earn as long as the Program continues and your Account is open, active and in good standing.
- Point accumulations will be reported monthly on your billing statement.
- Points are awarded based on whole dollar amounts. For calculation purposes, when a purchase or transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. For example, if you make a purchase in the amount of \$49.49, 49 Points will be awarded, but if the transaction amount is \$49.50, 50 Points will be awarded.
- The primary cardmember is solely responsible for any taxes that may be owed as a result of Points earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Neither Barclaycard nor Luxury Card provides tax advice.
- Barclaycard reserves the right, at its sole discretion, to disqualify any cardmember from participating in the Program and to invalidate any or all Points earned for abuse, fraud, or any violation of the Program Rules.

## **Redeeming Points**

- Points may be redeemed by the primary cardmember for a variety of rewards. All rewards selections are subject to availability. To redeem Points for rewards, cardmembers may call the Rewards Service Center at 844-724-2500, option 1, between 7:00am and 9:00pm Monday through Friday, and between 9:00am and 9:00pm Saturday and Sunday, Eastern Time or online anytime at *myluxurycard.com*.
- Redemption options available include airfare, cash back in the form of a statement credit, gift cards, gift certificates and merchandise.
- Airfare rewards redemptions start at 50 points (\$1.00) and can be redeemed in increments of 50 points thereafter.
- Cash back statement credit redemptions start at 66 points (\$1.00) and can be redeemed in increments of 66 points thereafter.
- Gift card, gift certificates and merchandise redemptions minimums vary based on what you are redeeming for.

## **Cash Back Redemption**

The Cash Back Redemption option allows the primary cardmember to redeem Points for an Account statement credit at a redemption rate of 1.5%. For example, you can redeem 5,000 Points for a \$75 statement credit.

The Cash Back statement credit offer cannot be combined with other Rewards offers.

- Cash Back statement credits will be posted to the primary cardmember's Account within 5-7 business days of request. Statement credits reduce your account balance but cannot be applied toward any minimum payment and are otherwise subject to the terms and conditions applicable to your Account.

## **Airfare Rewards Redemption**

The primary cardmember may redeem Points for a scheduled ticket on a participating major airline carrier, provided that the fares and schedules are found on, and the ability to generate a ticket (electronic or paper) is possible through, the Global Distribution System (GDS). Airfare Rewards may only be redeemed for scheduled flights on participating airlines by calling the Rewards Service Center at 844-724-2500, option 1, or online at *myluxurycard.com*.

- Airfare Rewards Points are redeemed at a rate of 2% through the Rewards Service Center. For example, 50,000 Points equates to \$1,000 in airfare.
- There are no restrictions or Blackout dates for eligible or participating airfare reward redemptions available on GDS.

- **All air travel must be booked through the Rewards Service Center. No other travel agency may be used for these offers.**
- If you purchase airfare from airlines' websites or other Internet travel providers using your Card, the Cash Back option allows you to redeem Points for a statement credit for the entire or the partial purchase price at the Cash Back redemption rate of 1.5%. The Cash Back statement credit offer cannot be combined with other air travel Rewards offers.
- Reservations for tickets also exclude the use of charters, wholesalers, consolidators and any Internet fares that are not published and/or available through GDS. You may elect to use the Cash Back option in those cases.
- All airline tickets are non-refundable, non-transferable, and non-changeable. Once Points are redeemed and ticketed, the Rewards Service Center will not be able to make changes to dates, destinations, class, etc. The primary cardmember may elect to have changes made directly with the airline and pay the airline service fee and pay applicable fare increases.
- There is no limit to the price of your ticket. Any combination of Points and other forms of payment can be applied to the purchase price.
- All travel itineraries and supporting documentation will be sent via email when available; otherwise, paper documents will be sent via first-class mail. When electronic tickets are available and the primary cardmember selects paper tickets, a service fee of a minimum of \$50 per paper ticket will be assessed by the participating airline at time of ticketing. Priority, 3-5 day delivery, Saturday or international deliveries will be subject to additional shipping charges as imposed by the shipping vendor and will be charged to the primary cardmember's Card at time of reservation.
- The traveler may be subject to customs' fees, baggage charges or any other charges assessed as a result of travel.
- Participating air carriers are subject to change at any time without notice.
- A primary cardmember may elect to have the Rewards Service Center book non-Rewards airline tickets through a major airline carrier provided that the fares and schedules are available and the ability to generate a ticket is possible through GDS. This service will be subject to a service fee at time of booking.

- Barclaycard is not responsible for communication of airline schedule changes or any other changes made by the airline. Flight reservations should be reconfirmed by the primary cardmember or designated traveler at least 72 hours prior to departure. All reservations are subject to the conditions of carriage, supply or business of the service provider, which include exclusions and limitations of liability. The primary cardmember or designated traveler is responsible for obtaining a valid government-issued photo ID and the appropriate international travel documentation such as passports and visas.
- Barclaycard, Luxury Card and TLI are not responsible for the performance of any airline.

### **Gift Card, Hotel/Car Rental Certificates and Merchandise Redemption**

- Primary cardmembers may redeem Points for gift cards, hotel/car rental certificates and merchandise by calling the Rewards Service Center at 844-724-2500, option 1, or online at *myluxurycard.com*. Points are redeemed at a redemption rate of 1%. For example, 5,000 points equates to a \$50 redemption value.
- If you redeem Points for gift cards or hotel/car rental certificates, they will be mailed to the U.S. street address or P.O. Box of record with Barclaycard within 10-14 business days. Gift cards and hotel/car rental certificates will not be mailed to an F.P.O., A.P.O. or international address. Expedited shipping is available for gift cards and hotel/car rental certificates at an additional cost to you and must be mailed to a U.S. street address.
- The number of Points needed to redeem for merchandise, gift cards and hotel/car rental certificates may change at any time.
- Hotel/car rental certificates are valid at participating merchants only through the expiration date printed on the certificate.
- Use of any gift card or hotel/car rental certificate you redeem is subject to any additional restrictions listed on the gift card or gift certificate or that are outlined in the individual merchant/provider disclosures.
- Merchant/provider disclosures may be viewed by accessing your Account at *myluxurycard.com* to review available gift cards, hotel/car rental certificates and merchandise and the associated merchant/provider disclosure including conditions, restrictions and exclusions that may apply. Each merchant/provider has the right to place restrictions on the use of its gift cards or gift certificates.
- Gift cards or hotel/car rental certificates are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited.

- Gift cards and hotel/car rental certificates do not include taxes or other charges imposed by merchant at time of use.
- If you redeem your Points for merchandise, items will be mailed to the U.S. street address of record with Barclaycard within 4-6 weeks. Merchandise will not be mailed to a P.O. Box, F.P.O., A.P.O. or international address. Expedited shipping is not available for merchandise.
- Items are subject to availability and may change at any time. Goods of equal or similar value may be substituted if the item you select is unavailable. Featured merchandise may not necessarily reflect exact colors or models due to the photography used for general representation of merchandise and/or manufacturers' model or style updates.
- Purchase protection or extended warranty coverage associated with your Card is not applicable to Rewards.
- Barclaycard, Luxury Card and TLI are not responsible for the performance of any merchant, problems/defects of any merchandise purchased using a Reward Certificate or failure of merchant to perform because of bankruptcy, insolvency or any other reason.

### **Important Information about Points**

- As long as your Account remains open, active, and in good standing, your Points will not expire.
- You have no property rights or other legal interest in Points. Points have no cash value or value of any kind until they are fully redeemed.
- Points may not be transferred or assigned.
- If Points or other benefits are not available, a comparable benefit will be provided as determined by us.
- In the event of any abusive, gaming, or fraudulent activity related to the Program, as determined by us in our sole discretion, we reserve the right to make corresponding Point adjustments to your Account and/or to cancel your Account at any time.
- The Program is subject to all applicable laws and regulations. The redemption of Points is void where prohibited by law. The sale or barter of any Points or items received through redemption through the Program, other than by us, is expressly prohibited.

### **Points Restrictions**

You may not earn Points and/or your redemptions will not be processed during a billing cycle in which any of the following occur:

- You fail to make the minimum payment due by the payment due date.
- Your Account becomes delinquent.

- Your Account is otherwise in default under your Cardmember Agreement with us. (Your Account is not in good standing.)
- You engage in any illegal activity through the use of the Program or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us at our sole discretion.

### **Points Forfeiture**

Your Points may be forfeited if any of the following occur:

- Your Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Account for any reason.
- You engage in fraudulent activity on this Account.
- Your Account is otherwise in default under your Cardmember Agreement with us. (Your Account is not in good standing.)
- You engage in any illegal activity through the use of the Program or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.

If your Points are forfeited for any reason, we will not reinstate those Points to your Account.

### **Limitation and Release of Liability**

By participating in the Program and accepting and using Points earned through the Program, you (and any person to whom you give the benefits from the Program) release, discharge, and hold harmless Barclaycard and its respective parent companies, subsidiaries, affiliates, agents, administrators, employees, officers, directors, successors, and assignees from all claims, damages, or liability including, but not limited to, physical injury or death, arising out of participation in the Program or travel taken or use of products purchased in connection with the Program. Barclaycard is not responsible for unauthorized redemptions on your Account. Barclaycard has no liability in case of disagreement over issuance of Points or items received through redemptions or a cardmember's right to possess Points or make redemptions.

### **LOUNGE CLUB™ Benefits**

Primary cardmembers are eligible for a complimentary membership to participating airport lounges which allows for unlimited visits for yourself as well as guests.

- To receive your complimentary membership, you must enroll in the Lounge Club Program by visiting *myluxurycard.com*.
- You must present your personalized LOUNGE CLUB membership card for entry into the participating lounges. Your MasterCard Black Card may not be used to gain entry into the lounge.

- Your LOUNGE CLUB membership card will automatically be renewed if your Account is open and in good standing. Renewal terms and conditions are at the discretion of the Program, Barclaycard and LOUNGE CLUB.
- Visit [loungeclub.com](http://loungeclub.com) for a complete list of eligible lounges. Entry into lounges is subject to terms and conditions of the participating lounge.

### **Global Entry Application Fee Credit**

Global Entry Membership allows international travelers expedited entry upon arrival in the United States. Once approved, Global Entry members can use automated kiosks in most major U.S. airports, rather than having to go through the traditional arrival process.

- There is a \$100 application fee payable to US Customs and Border Protection (CBP), which administers the program. Global Entry membership also includes access to the TSA PreCheck program with no additional application or fee required. Primary cardmembers will receive one statement credit for this \$100 application fee, once the fee is charged to the Account. For the benefit to apply, the Account must be open 7 days prior to application fee being charged.
- Please allow 2-3 weeks for the credit to appear on your statement. The ability to receive a \$100 application fee credit will reset once every 5 years. Neither Barclaycard nor Luxury Card has control over the application and/or approval process for Global Entry and neither has access to any information provided to the government by the cardmember or by the government to the cardmember. Barclaycard and Luxury Card have no liability regarding the Global Entry program. CBP charges an application fee to process the application regardless of whether the cardmember's application is approved.
- For additional information on the Global Entry program, including information regarding the application and/or approval process (including restrictions and eligibility requirements) and for a list of participating airlines and airports, as well as the full terms and conditions of the program, please go to [globalentry.gov](http://globalentry.gov). The Global Entry program is subject to change, and we have no control over those changes.

### **\$100 Annual Airline Credit**

Qualifying airline purchases are eligible to receive a statement credit for a total amount of up to \$100 each calendar year.

- To be eligible to receive the credit, the Account must be open and in good standing and the primary cardmember or authorized user(s) must use their Card for a qualifying airline purchase.



- Qualifying airline purchases are defined as purchases made by the primary cardmember or authorized user(s) with an airline for items including airfare, baggage fees, lounge access, and some in-flight purchases, as determined by the merchant category code. Barclaycard does not determine and is not responsible for whether merchants correctly identify themselves and bill transactions as being made at locations in a particular category.
- Please allow up to two weeks after the qualifying airline purchase is charged to your Account for statement credit(s) to be posted to the Account. cardmembers are responsible for payment of all purchases on the Account regardless of eligibility for statement credit.
- This is an annual benefit and the maximum credit available per Account is \$100 each calendar year (January 1 through December 31). The transaction date that the purchase was made will be used to determine the applicable calendar year.
- This benefit is subject to change at any time at the sole discretion of Barclaycard.

### **Important General Program Disclosures**

The Program is subject to change without prior notification. Other significant terms may apply. All trademarks and service marks belong to their respective owners. We are not responsible for typographical errors or omissions in this document. Points cannot be combined with other discount or reward programs unless specifically authorized by us.

We reserve the right to correct inaccurate rewards values represented on statements or our website, at our sole discretion.

We may, at our sole discretion, cancel, modify, restrict, or terminate the Program or any aspects or features of the Program at any time without prior notice. All interpretations of Program Rules shall be at our sole discretion.

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