

THE FRONTIER AIRLINES® MASTERCARD®

REWARDS PROGRAM RULES

This document contains the official Rewards Program Rules for the Frontier Airlines® MasterCard® Account (the “Account”) issued by Barclays Bank Delaware (“Barclaycard,” “we,” “us” or “our”) and includes important conditions and limitations (the “Reward Rules”). Please read these Reward Rules and keep this document in a safe place.

EarlyReturns® is a frequent flyer program offered by Frontier Airlines (the “Program”) and is not a product or program of Barclaycard. Frontier Airlines is solely responsible for establishing the terms and conditions of your participation and mileage accumulation in the Program. Terms and conditions of the Program are published by Frontier Airlines at flyfrontier.com, and Frontier Airlines reserves the right to change the Program at any time with or without prior notice.

“You,” “your” or “primary cardmember” means the person who applied for the Account. Use of your Account constitutes your acceptance of each of the terms described below. Capitalized terms not defined in these Reward Rules have the meaning ascribed to them in the Cardmember Agreement.

Reward Rules Administration

The Reward Rules are administered by Barclaycard. We are solely responsible for all credit and eligibility standards and determination of Account issuance. To qualify for participation in the Program and to maintain your good standing:

- You must maintain an open and active Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for six billing cycles in a row (representing approximately six months). “Inactive” means you have no balance, no payments and no transactions.
- You must pay your annual fee.
- You must be an individual (corporations, partnerships, and other entities may not participate).

EarlyReturns Program Membership

- If your *EarlyReturns*® Program membership number was included in the application, we will add that number to your Account automatically.
- If the *EarlyReturns*® membership number that you provided is found to be invalid or you did not provide us with an *EarlyReturns*® membership number, a new *EarlyReturns*® membership account number will be assigned to you.

- Only one *EarlyReturns*® membership number will be established per Account, and assigned to the primary Cardmember on that Account.

Important Information about *EarlyReturns*® Miles

- Subject to the Program, *EarlyReturns*® members must have mileage earning or redeeming activity once every six months in order to retain their miles. If the member's *EarlyReturns*® account has no qualifying activity in a six-month period, Frontier Airlines will expire all miles in the *EarlyReturns*® account.
- You have no property rights or other legal interest in *EarlyReturns*® miles. Miles have no cash value or value of any kind until they are fully redeemed. Miles may not be assigned, transferred or pledged.
- You are responsible for any tax liability related to participating in the Program.
- If you are not credited for earned *EarlyReturns*® miles or other benefits, once identified, the earned *EarlyReturns*® miles or other benefits will be credited. If *EarlyReturns*® miles or other benefits are not available, a comparable benefit will be provided as determined by us.
- In the event of any abusive, gaming (manufactured spend, etc) or fraudulent activity related to the Account, as determined by us in our sole discretion, we reserve the right to close your Account at any time.
- The Program is subject to all applicable laws and regulations. The redemption of *EarlyReturns*® miles is void where prohibited by law. The sale or barter of any Reward offered through the Program, other than by us, is expressly prohibited.

Miles Restrictions

You may not earn *EarlyReturns*® miles during a billing cycle in which any of the following occur:

- You fail to make the Minimum Payment Due by its Payment Due Date.
- Your Account becomes delinquent.
- Your Account does not remain in good standing as defined in the Cardmember Agreement.
- You, or any authorized user on the Account, engage in any illegal activity through the use of your Account or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.

Miles Forfeiture

Your *EarlyReturns*[®] miles may be forfeited if any of the following occur:

- Your Account becomes seriously delinquent, as determined by us at our sole discretion.
- You or we close your Account for any reason.
- You, or any authorized user on the Account, engage in fraudulent activity on your Account.
- You, or any authorized user on the Account, engage in any illegal activity on your Account, or engage in activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.
- We reserve the right, at our sole discretion, to disqualify any Cardmember from participating in the Program and to invalidate any or all miles earned for abuse, fraud, or any violation of the Program Rules.

Earning Miles

You earn *EarlyReturns*[®] miles on Purchases made with the Account, less credits, returns and adjustments ("Net Purchases"), by you and/or any authorized user(s) of the Card.

- You earn Two (2) *EarlyReturns*[®] miles for every one dollar (\$1.00) of Net Purchases made with the Account, rounded up or down to the nearest dollar, on tickets, goods and services purchased directly from Frontier Airlines ("Frontier Purchases"). Eligible Frontier Airlines Purchases are items billed by Frontier Airlines as merchant of record booked through Frontier Airlines channels (flyfrontier.com, Frontier Airlines reservations, and Frontier Airlines airport and city ticket counters). Products or services that do not qualify are car rentals, hotel reservations, Frontier Airlines Vacations packages, and duty free items. Miles earned will be posted to the primary Cardmember's *EarlyReturns*[®] account in 8-10 weeks.
- You earn One (1) *EarlyReturns*[®] mile for every one dollar (\$1.00) of Net Purchases made with the Account everywhere else.
- Balance transfers, cash advances, cash equivalent transactions (transactions in highly liquid assets, e.g. assets that are directly convertible to cash such as, but not limited to, money orders, travelers checks, foreign currency, gambling chips 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 *EarlyReturns*[®] miles.

- There is no limit to the number of *EarlyReturns*[®] miles you can earn as long as the Program continues and your Account remains open and in good standing.

Additional Benefits of your Account

\$100 Frontier Airlines Flight Discount Voucher

Earn a \$100 Frontier Airlines Flight Discount Voucher after your Account anniversary when you have spent \$2,500 or more in Purchases on your Account during your Cardmembership year (each 12 month period through and including your Account anniversary date). The Flight Discount Voucher expires 180 days from date of issue. The Flight Discount Voucher will be issued approximately 6-8 weeks after the Account anniversary date if the \$2,500 in Purchases requirement was met during the Cardmembership year. The Flight Discount Voucher will be delivered via email to the primary cardmember's email address on file with Barclaycard and will also be available by logging into the primary cardmember's online account at BarclaycardUS.com.

The Flight Discount Voucher is only redeemable online at flyfrontier.com. The Flight Discount Voucher is one time use only and the voucher value will be applied to the total price of any one transaction. The Flight Discount Voucher may be used for payment toward Frontier Airlines airfare and associated taxes; however, the Flight Discount Voucher cannot be used to pay for applicable fees (which will be incurred based on the fare type selected and services requested and may include bag fees, seat assignment and change fees to any reservation changed after ticketing) or Discount Den memberships. The Flight Discount Voucher is only valid toward travel on Frontier Airlines flights operated by Frontier Airlines and does not qualify for frequent flyer mileage. Flight must be booked before the Flight Discount Voucher expiration date; however, the flight may take place after the voucher expiration date

The Flight Discount Voucher has no cash value and may not be refunded, sold, bartered, or traded. Lost, stolen or otherwise destroyed Flight Discount Vouchers will not be replaced. Only the original Flight Discount Voucher is acceptable. Reprint and reproduction of the Flight Discount Voucher is prohibited. Tickets purchased with the Flight Discount Voucher, and once issued, are non-transferable, non-refundable and may not be re-sold. Photo IDs will be verified upon flight check in. Only one Flight Discount Voucher can be applied toward one transaction and cannot be used in conjunction with other coupons, promotions, Frontier Airlines gift cards or forms of payment other than a major credit card. If the ticket price is greater than the value of the Flight Discount Voucher, the difference may be paid with a credit card. If the ticket price is less than the value of the Flight Discount Voucher, the voucher will not retain the remaining value for use in another transaction.

Award Redemption Fee Waiver

Award redemption fees assessed by Frontier Airlines will be waived for the primary cardmember when award tickets are reserved using miles from the cardmember's Frontier Airlines *EarlyReturns* account, and all applicable fees/taxes (starting from \$5.60 for a one-way ticket) are paid using the Frontier Airlines MasterCard at the time of award booking. Frontier Airlines is solely responsible for waiving the award redemption fee. Please visit FlyFrontier.com for full details on award redemption fees.

Responsibility of the Parties/Information Sharing

Frontier Airlines is not a party to the Cardmember Agreement between you and Barclaycard, does not participate in any extension of credit, has no authority regarding the Account and is not responsible for any goods or services offered by Barclaycard. Barclaycard is not responsible for any goods or services offered by Frontier Airlines. You authorize Barclaycard to share information about your Account with Frontier Airlines to the extent needed to administer the Program. You also agree that Barclaycard may share Account information as set forth in Barclaycard's Privacy Policy.

Limitation and Release of Liability

By participating in the Program and accepting and using rewards earned through the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard and its 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 Rewards or a Cardmember's right to possess Rewards.

Important General Program Disclosures

Frontier Airlines reserves the right to change the *EarlyReturns*[®] Program and its terms and conditions at any time without notice, and to end the Program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Frontier Airlines is not responsible for products or services offered by other participating companies. For complete details about the *EarlyReturns*[®] Program, visit flyfrontier.com.

Barclaycard is not responsible for typographical errors or omissions in this document. Miles cannot be combined with other discount or reward programs unless specifically authorized by us. Barclaycard reserves 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 Reward Rules or any aspects or features of the Reward Rules to you at any time without prior notice. All interpretations of Reward Rules shall be at our sole discretion.

Frontier Airlines and *EarlyReturns* are trademarks of Frontier Airlines, Inc. The Frontier Airlines MasterCard is issued by Barclays Bank Delaware pursuant to a license by MasterCard International Incorporated. MasterCard and World MasterCard are registered trademarks of MasterCard International Incorporated.

Customer Service

If you have any questions about your rewards program, please contact the customer service phone number on the back of your card.