

REWARD RULES

Information Sharing:

The Privacy Policy for Barclays Bank Delaware (Barclaycard) Privacy Policy is available online at pricelinerewardsvisa.com. You agree that Barclaycard and Priceline will share information to the extent needed to administer the Priceline Rewards program.

Priceline Rewards Visa® Rewards Program Rules:

This document contains the official Rewards Program Rules (Program Rules) for the Priceline Rewards Visa Card Program (the Program) and includes important conditions and limitations. Use of your Priceline Rewards Visa Card (the Card or "Account") constitutes your acceptance of the terms described below and the terms of the Cardmember Agreement. 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 administered by Barclaycard located in Wilmington, DE (we, us or our). Barclaycard and Priceline 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.

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

- You must maintain an open Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 6 consecutive billing cycles (approximately 6 months). "Inactive" means you have no balance, no payments and no transactions.
- You must be an individual (corporations, partnerships, and other entities cannot participate) and use the Card only for personal, family or household purposes.

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.

Earning Points

- You earn points for retail purchases less credits, returns and adjustments (Net Purchases) made by you and/or any Authorized User(s) of the Card.
- You earn 5 points per \$1 you spend on Name Your Own Price® transactions made online at priceline.com.
- Earn 2 points for every \$1 spent on all other purchases.

- 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, travelers 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 the Account is open, active and in good standing.
- All points earned for purchases by the primary cardmember and any authorized user(s) will be posted to the Account and treated as earned by the primary cardmember for purposes of the Program.
- 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.

Choose Your Own Rewards:

Cardmembers will be eligible to earn 2 points for every \$1 spent on one of three categories that is selected by the Cardmember at the time of application. The “Choose Your Own Rewards” categories include transactions that post to the account under the categories of (1) groceries, (2) utilities or (3) home improvement. Eligible categories include: (1) “grocery”—purchases made at retail establishments that classify their merchant location to Visa/MasterCard as “Grocery Stores, Supermarkets, Wholesale Clubs, Miscellaneous General Merchandise Stores, Freezer and Locker Meat Provisioners, Candy, Nut Confectionery Stores, Dairy Products Stores, Bakeries, Misc Food Stores—Specialty, Convenience, Market”; (2) “utilities”—purchases made at retail establishments that classify their merchant location to Visa/MasterCard as “Utilities—Gas, Water, Sanitary, Electric, Telecommunication Equipment Including Telephone, Telecommunication Serv. Including Local/L. Dist., Computer Network/Information Services, Telegraph Services, Cable, Satellite, and Other Pay TV/Radio Services”; and (3) “home improvement”—purchases made at retail establishments that classify their merchant location to Visa/MasterCard as “Special Trade Contractors, Hardware Equipment and Supplies, Plumbing and Heating Equipment and Supplies, Florists Supplies, Nursery Stock and Flowers, Paints, Varnishes and Supplies, Landscape and Horticultural Services, Masonry, Stonework, Tile Setting, Plastering, Mobile Home Dealers, General Contractors—Residential and Commercial, Heating, Plumbing, Air Conditioning Contractor, Electrical Contractors, Carpentry, Roofing and Siding, Sheet Metal Work, Contractors, Concrete Work, Home Supply Warehouse, Lumber and Building Materials Stores, Glass, Paint, Wallpaper Stores, Hardware Stores, Nurseries, Lawn and Garden Supply Stores”. Certain purchase transactions including mail, catalog, internet and telephone purchases will not qualify as these transactions as they may be classified differently by the merchant. Barclays, Visa/MasterCard and Priceline.com are not responsible for misclassification of merchant locations. The “Choose Your Own Rewards” category that is selected by the cardmember at the time of application may be changed on the anniversary of account opening by contacting Barclays customer care at 1-866-951-1440.

Points Restrictions

You may not earn or redeem points 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 does not otherwise remain in good standing as defined in the Cardmember Agreement.
- You use the Card, the Account or the Program to engage in any illegal activity or activity that we, in our sole discretion, deem to be abusive or gaming conduct under the Program.

Points Forfeiture

You may forfeit your points 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 your Account.
- You use the Card, the Account or the Program to engage in any illegal activity or activity that we, in our sole discretion, deem to be abusive or gaming conduct under the Program.

Redeeming Points

- Points can be redeemed for statement credits toward eligible purchases, Gift cards, and merchandise. Redemptions for statement credits toward eligible priceline.com transactions offer the best value. (See sections below for additional details on each redemption option.)
- To redeem points, go to “Manage Rewards”, then “Start Using My Points” in your Account at pricelinerewardsvisa.com and follow the instructions.
- There is no limit to the total points you can redeem as long as the Program continues and your Account is open, active and in good standing.

Priceline.com Statement Credit Redemptions

(Pay Yourself Back)—Best Value

- Eligible priceline.com purchases of \$25 or more posted to your Account within the last 120 days are eligible for statement credit redemptions at a 1.5% value. For instance, 1,667 points can be redeemed for a \$25 statement credit toward an eligible priceline.com purchase. Purchases at priceline.com that are not eligible for redemption at the 1.5% value include cruise bookings, non-Name Your Own Price[®] car reservations, and hotel reservations designated as Pay When You Stay.SM
- Purchases must be submitted with priceline.com as the merchant. Barclaycard is not responsible for incorrectly coded purchases.

Non-priceline.com Statement Credit

(Pay Yourself Back) Redemptions

Any non-priceline.com purchase of \$25 or more posted to your Account within the last 120 days is eligible for a statement credit redemption at a 1% value. For instance, 2,500 points can be redeemed for a \$25 statement credit toward a non-priceline.com purchase.

All Statement Credit Redemptions

If you redeem your points for a statement credit, the credit will be posted to your Account within 1 to 2 business days. 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.

Non-Statement Credit Redemptions

(Gift cards, eGift cards, and Merchandise)

Gift card and eGift card redemptions start at 3,000 points for \$25.

If you redeem points for Gift cards or gift certificates, they will be mailed to the U.S. street address or P.O. Box of record with Barclaycard within 7 to 10 business days. Gift cards and gift certificates will not be mailed to an F.P.O., A.P.O. or international address. Expedited shipping is available for Gift cards and gift certificates at an additional cost to you and must be mailed to a U.S. street address. Use of any Gift card or gift certificate you redeem is also subject to any restrictions listed on the Gift card or gift certificate or those outlined in the individual merchant/provider disclosures.

Merchant/provider disclosures may be viewed by accessing your Account at pricelinerewardsvisa.com and selecting "Manage Rewards", then "Start Using My Points" to review available Gift cards, eGift cards, gift 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, eGift cards or gift certificates. Gift cards, eGift cards and gift certificates are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited.

The number of points needed to redeem for merchandise, Gift cards, eGift cards and gift certificates may change at any time.

Merchandise redemption values vary. Merchandise awards can be shipped only to addresses in the 50 United States, Puerto Rico and the Virgin Islands. Items cannot be shipped internationally. To ship to an address other than your billing address, please update the shipping information during the online check-out process.

Expedited shipping is available for a fee that must be paid via a major credit or debit card.

Velvet Glove Delivery: Velvet Glove delivery is available on select products. A daytime phone number must be provided for orders that require Velvet Glove delivery. You will be contacted by the carrier to schedule an appointment for delivery. The Velvet Glove crew will deliver the product to your shipping address, bring it onto the premises, unpack it in the room of your choice (access permitting) and remove all packaging materials. They will not install or setup the product. Please be sure to inspect all items delivered by the Velvet Glove team before signing for such items. Should you find an issue with the merchandise, you should refuse the delivery, ask the carrier to re-package and remove the item from your premises, and contact the Customer Service number on the back of the Card. Once you accept delivery, no refunds, exchanges, or replacements will be allowed. For Velvet Glove delivery of larger items, shipment may require 4 to 6 weeks.

The manufacturers' warranty, if any, applies to items offered. Please check Product Terms & Conditions for additional product information details.

All rewards are subject to product availability and may change at any time. We reserve the right to substitute items of equal or greater value 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. We will ship the model pictured or the most current comparable model available. Items shown are the latest models available at the time of placing your order. Purchase protection or extended warranty coverage associated with your card is not applicable to items from redemptions.

Return Policy:

- Items are nonrefundable and nonreturnable.
- Damaged or defective items must be returned within 30 days of delivery. No exchanges or returns are accepted after 30 days. Products must be in the original packaging. All parts must be included in package before credit will be issued. You should call the Customer Service number on the back of your Card to request a replacement order to have damaged or defective awards reshipped to fulfill your original redemption.

10% Travel Redemption Bonus

You will earn 10% of your points back as a travel redemption bonus, to use toward your next redemption, every time you redeem for statement credits toward eligible priceline.com and eligible travel purchases. For example, if you redeem 25,000 points for a statement credit toward an eligible priceline.com or other eligible travel purchase, you will receive 2,500 points as a bonus to use toward your next redemption. Travel Redemption Bonus points are added to your account within one (1) business day after your travel statement credit redemption is processed. Travel purchases eligible for the 10% Travel Redemption Bonus are defined as: Airlines, Hotels, Motels, Timeshares, Campgrounds, Car Rental Agencies, Cruise Lines, Travel Agencies, Tourist Attractions, Discount Travel Sites, Trains, Buses, Taxis, Limousines, and Ferries. To qualify for the 10% Travel Redemption Bonus, travel purchases must be submitted by merchants using the eligible merchant category codes for purchases in the above categories. Barclaycard is not responsible for incorrectly coded purchases.

Important Information about Points

- As long as your Account remains open, active and in good standing, your points (including travel redemption bonus 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 you do not receive credit for earned points or other benefits, please let us know. Missing points or other benefits will be credited to your Account, once identified. 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, we, in our sole discretion, reserve the right to make corresponding points 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 Program redemptions, other than by us, is expressly prohibited.

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 parents, 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.

Important General Program Disclosures

The Program is subject to change without prior notification. Other significant terms may apply. All other 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 discounts or reward programs unless specifically authorized by us. We reserve the right to correct inaccurate rewards values represented on statements or the Program 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.

Customer Service

If you have any questions about the Program, please contact the Customer Service phone number on the back of your Card.

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