BARCLAYCARD VISA® WITH APPLE® REWARDS PROGRAM RULES

This document contains the official Rewards Program Rules (Program Rules) for the Barclaycard Visa® with Apple® Rewards Program (Program) and includes important conditions and limitations. Use of your Barclaycard Visa with Apple Rewards Account constitutes your acceptance of each 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 Barclays Bank Delaware (Barclaycard) located in Wilmington, DE (we, us or our). To qualify for participation in the Program and to maintain your good standing:

- You must maintain an open and active Credit Card Account that is not in default under your Cardmember Agreement with us.
- Your Credit Card 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 Credit Card Account only for personal, family or household expenses.
- All points earned on purchases by the Primary cardmember and any Authorized User(s) will be the property of the Primary cardmember.

Earning Points

- You earn points on retail Purchases with the Barclaycard Visa with Apple Rewards Card (the Card), less credits, returns and adjustments (Net Purchases) made by you and/or any Authorized User(s) of the Account.
- You earn 3 points for every \$1 in Net Purchases made at Apple Retail Stores, store.apple.com, iTunes or via phone by calling 1-800-MY-APPLE.
- You earn 2 points for every \$1 in Net Purchases at restaurants.
 Qualifying restaurant purchases are defined as: Restaurants and Fast Food Restaurants, as identified by the merchant category codes.
- You earn 1 point for every \$1 on all other Net Purchases made 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, 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 your Account is open, active and in good standing.
- Point accumulations will be reported monthly on your billing statement.
- 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

- You will automatically receive either Apple or iTunes Gift Cards and your Points will automatically be redeemed based upon the threshold you selected for your Gift Card Preferences. If you did not select a Gift Card at application or update your Gift Card Preferences, you will receive a \$25 physical Apple Gift Card each time you accumulate 2,500 points.
- You can change your Gift Card selection, denomination and delivery method whenever you'd like by contacting the customer service phone number on the back of your card or logging in to your account at BarclaycardUS.com. Any changes to the denomination selection will impact the amount of points required for the Gift Card (2,500 points equals a \$25 Gift Card, 5,000 points equals a \$50 Gift Card or 10,000 points equals \$100 Gift Card).
- Physical Gift Cards will be mailed to the billing address associated with your Barclaycard Visa with Apple Rewards account within 7 to 14 business days after your billing statement in which you earned the Gift Card.
- If you switch your delivery method to electronic delivery, the Gift Card will be sent to the email address of record with Barclaycard within 24 hours after your billing statement in which you earned the Gift Card.
- Gift cards do not expire once awarded.
- Gift cards cannot be replaced if lost or stolen.
- Gift cards are valid within the Unites States.

Points Restrictions

- As long as your account remains open, active and in good standing, your points do not expire.
- 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 Credit Card Account becomes delinquent.
- Your Credit Card Account does not remain otherwise in good standing as defined in the Cardmember Agreement.
- 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 Credit Card Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Credit Card Account for any reason.
- 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

Apple is not a party to the Cardmember Agreement. You agree that Barclaycard may share information regarding your account, including the account number and transaction information, with Apple for the purpose of providing customer service to you for the program. Apple is not responsible for any loss or damage resulting from lost or stolen gift cards or use without your permission. iTunes is a registered trademark of Apple Inc. All rights reserved. Apple and its licensees, affiliates, and licensors make no warranties, express or implied, with respect to prepaid gift cards or the Apple Store and disclaim any warranty to the fullest extent available. These limitations may not apply to you. Void where prohibited. Not for resale. Subject to full terms and conditions, available at apple.com/support/Apple/legal/giftallowances.html. Content purchased from the Apple Store is for personal lawful use only. Don't steal music.

Important General Program Disclosures

The Program is subject to change without prior notification. Other terms may apply. Barclaycard is a trademark of Barclays Bank PLC, used under license to Barclays Bank Delaware. Apple is a registered trademark and Apple Store is a trademark of Apple Computer, Inc. iTunes is a registered trademark of Apple Inc. 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 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 will be at our sole discretion.

Customer Service

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

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