REWARD RULES

Barclaycard Arrival Plus™ MasterCard® Rewards Program Rules:

This document contains the official Rewards Program Rules ("Program Rules") for the Barclaycard Arrival Plus MasterCard Program (the "Program") and includes important conditions and limitations. Use of your Barclaycard Arrival Plus MasterCard 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 Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 7 billing cycles in a row (representing approximately 7 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. Each qualified cardmember participating in the Program will be eligible to earn miles.

Earning miles

- You earn miles on retail Purchases with the Barclaycard Arrival Plus MasterCard (the "Card"), less credits, returns and adjustments ("Net Purchases") made by you and/or any Authorized User(s) of the Card.
- You earn 2 miles for every \$1 of all Net Purchases made using your Card.
- 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 the cardmember makes a purchase in the amount of \$49.49, it will be treated as a \$49.00 purchase, but if the transaction amount is \$49.50, it will be treated as a \$50.00 purchase for the purposes of miles calculations.

- 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 miles.
- There is no limit to the total miles you can earn as long as the Program continues and the cardmember's Account is open, active and in good standing.
- Barclaycard reserves the right, at its 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.

Redeeming miles

- Redeeming miles for travel statement credits offers the best value. You also have the option to redeem for cash back statement credits, gift cards and merchandise.
- Redemptions start at 10,000 miles for travel statement credits and 5,000 miles for cash back statement credits and gift cards.
- To redeem miles, visit Manage Rewards at BarclaycardUS.com and follow the instructions.
- There is no limit to the total miles you can redeem as long as the Program continues and the cardmember's Account is open, active and in good standing.

Travel Statement Credit Redemptions

- Qualifying Travel Redemptions are defined as: Airlines, Hotels, Motels, Timeshares, Campgrounds, Car Rental Agencies, Cruise Lines, Travel Agencies, Discount Travel Sites, Trains, Buses, Taxis, Limousines and Ferries. To qualify for redemption, 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.
- Travel statement credit redemptions start at 10,000 miles for \$100 toward any qualifying travel purchase of \$100 or more made within the last 120 days.
- If you redeem your miles for a travel 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-Travel Redemptions

- Cash back statement credit redemptions start at 5,000 miles for \$25.00.
- Gift Card redemptions start at 5,000 miles for \$25.
- Merchandise redemption values vary based on what you are redeeming for.
- If you redeem your miles for a cash back 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.
- If you redeem miles 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 subject to any additional restrictions listed on the gift card or gift certificate or that are outlined in the individual merchant/provider disclosures.
- If you redeem your miles for merchandise, items will be mailed to the U.S. street address of record with Barclaycard within 4 to 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.
- Merchant/provider disclosures may be viewed by accessing your Account at BarclaycardUS.com and selecting Manage Rewards to review available gift 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 or gift certificates. Gift cards or 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 miles needed to redeem for merchandise, gift cards and gift certificates may change at any time.
- 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.

5% Redemption Bonus

You will earn 5% of your miles back as a redemption bonus, to use toward your next redemption, every time you redeem. For example, if you redeem 40,000 miles, you will receive 2,000 miles as a bonus to use toward your next redemption. Redemption Bonus miles are added to your Account within one (1) business day after your redemption is processed.

- Redemption bonus miles are earned every time you redeem, regardless of whether you redeem for travel statement credits, cash back statement credits, gift cards and/or merchandise.
- When redemption bonus miles are not earned in a whole mile amount, any fraction equal to or greater than 0.50 will be rounded up to the nearest whole mile and any fraction equal to or less than 0.49 will be rounded down to the nearest whole mile. For example, if a cardmember redeems 40,123 miles, the redemption bonus of 2,006.15 miles will be rounded to 2,006 miles, and if a cardmember redeems 40,890 miles, the redemption bonus of 2,044.50 miles will be rounded to 2,045 miles for the purposes of miles calculations.

Important Information about Miles

- As long as your Account remains open, active and in good standing, your miles (including redemption bonus miles) will not expire.
- You have no property rights or other legal interest in 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 the cardmember is not credited for earned miles or other benefits, once identified, the earned miles or other benefits will be credited. If miles 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 miles 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 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 or redeem miles 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 remain 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 in our sole discretion.

Miles Forfeiture

You may forfeit your miles 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.
- 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.

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 their 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 Rewards or a cardmember's right to possess Rewards.

Important General Program Disclosures

The Program is subject to change without prior notification. Other significant terms may apply. Barclaycard Arrival Plus is a trademark of Barclays Bank PLC, used under license to Barclays Bank Delaware. All other trademarks and service marks belong to their respective owners. We are 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.

- 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.

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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