American Airlines[®] AAdvantage[®] Aviator[™] Silver World Elite[™] Master Card[®] Reward Rules:

This document contains the official Reward Rules for the AAdvantage® Aviator™ Silver World Elite MasterCard® Account (the "Account") issued by Barclays Bank Delaware (Barclaycard) and includes important conditions and limitations (the "Reward Rules"). Please read the Reward Rules and keep this document in a safe place.

AAdvantage® is a frequent flyer program offered by American Airlines (the "Program") and is not a product or program of Barclaycard. American 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 American Airlines at aa.com and American Airlines reserves the right to change the Program at any time with or without prior notice.

Use of your Account constitutes your acceptance of each of the terms described below and the terms of the Cardmember Agreement. 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 Barclays Bank Delaware (Barclaycard) located in Wilmington, DE ("we", "us" or "our"). 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 6 billing cycles in a row (representing approximately 6 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) and use the Account only for personal, family or household expenses.

Program Membership

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

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

Important Information about AAdvantage® Miles

- Subject to the Program, AAdvantage® members must have mileage earning or redeeming activity once every 18 months in order to retain their miles. If the member's AAdvantage® account has no qualifying activity in an 18-month period, American Airlines will expire all miles in the AAdvantage® account.
- You have no property rights or other legal interest in AAdvantage® 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 AAdvantage® miles or other benefits, once identified, the earned AAdvantage® miles or other benefits will be credited. If AAdvantage® 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 Account, as determined by us in our sole discretion, we reserve the right to make corresponding AAdvantage® miles adjustments to the miles accrued in the Program and/or to cancel your Account at any time.
- The Program is subject to all applicable laws and regulations.
 The redemption of AAdvantage® 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 AAdvantage® 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 engage in any illegal activity through the use 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 AAdvantage® 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 engage in fraudulent activity on your Account.
- You engage in any illegal activity on your Account, or engage in activity that is deemed to be abusive or gaming conduct under the Program, 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 AAdvantage® miles on retail Purchases made with your Account, less credits, returns and adjustments ("Net Purchases") made by you and/or any Authorized User(s) of the Card.

- You earn Three (3) AAdvantage® 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 US Airways or American Airlines ("American Purchases"). Eligible US Airways and American Airlines purchases are items billed by US Airways or American Airlines as merchant of record booked through US Airways or American Airlines channels (aa.com, usairways. com. American Airlines and US Airways reservations. US Airways Vacations® and American Airlines and US Airways airport and city ticket counters). Products or services that do not qualify are car rentals, hotel reservations. American Airlines Vacations packages, purchases of US Airways Dividend® Miles, purchase of elite status boost or renewal, duty free purchases and AA Cargo™ products and services. Miles earned will be posted to the primary Cardmember's AAdvantage® account in 8-10 weeks.
- You earn Two (2) AAdvantage® miles for every one dollar (\$1.00) of Net Purchases made with the Account, rounded up or down to the nearest dollar, on Hotel and Car Rental purchases. Purchases must be submitted by eligible merchants using the merchant category codes for purchases in these categories to qualify for the additional miles. We are not responsible for incorrectly coded Purchases.
- You earn One (1) AAdvantage® 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 AAdvantage* miles.
- There is no limit to the number of AAdvantage® miles you can earn as long as the Program continues and your Account remains open and in good standing.

Additional Benefits of your Account

Elite Qualifying Miles

The primary Cardmember will earn 5,000 Elite Qualifying Miles (EQMs) after spending \$20,000 in Purchases that post to Cardmember's January through December billing statements. You will earn an additional 5,000 AAdvantage® EQMs each calendar year when you reach \$40,000 in spending on Purchases with your Account. A primary Cardmember may earn the 10,000 EQMs only once each year, even if the Cardmember has more than one AAdvantage® Aviator Silver World Elite MasterCard account. EQMs earned are in addition to the AAdvantage miles earned for Purchases made on the credit card. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges. Purchases made through additional cards on the primary Cardmember's account (authorized users) will count toward the primary Cardmember's qualifying spend. EQMs earned as a result of this offer will be typically posted to the primary Cardmember's AAdvantage account 6-8 weeks after meeting the spend requirement. EQMs only count toward elite status qualification the AAdvantage® program. EQMs earned through this offer will not count toward Million Miler(SM) status. EQMs cannot be redeemed for award travel, AAdvantage® miles or any other AAdvantage® program awards. AAdvantage® program elite status requirements and balance are available on the AAdvantage® section of aa.com.

American Airlines Companion Certificate

You will earn a domestic economy fare American Airlines Companion Certificate (the "Companion Certificate") redeemable for up to two companion tickets at \$99 each(plus taxes and fees) provided that: (1) \$30,000 or more in eligible Net Purchases are made with your Account during the card membership year (each 12 month period through and including the account anniversary month) and (2) your Account remains open for at least 45 days after the anniversary date. Please allow 8-10 weeks for delivery of the Companion Certificate. When used

according to its terms, you will pay a \$99 companion ticket fee plus \$21.60 to \$43.20 in government taxes and fees, depending on itinerary, for each (up to two) round trip qualifying domestic economy fare ticket for a companion when an individual round trip qualifying domestic economy fare ticket is purchased and redeemed through American Airlines Meeting Services. Travel must be booked and purchased in select economy inventory. The Companion Certificate will be valid one year from issue and is valid for travel on flights within the 48 contiguous United States on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated by Envoy Air Inc., SkyWest Airlines, Inc., or ExpressJet Airlines, Inc. For residents of Alaska and Hawaii, the Companion Certificate is valid for round-trip travel originating in either of those two states and continuing to the 48 contiguous United States, Applicable terms and conditions are subject to change without notice. Details, terms and conditions, certain restrictions, and restricted dates apply and will be disclosed on the Companion Certificate.

Global Entry Membership allows international travelers expedited

Global Entry Application Fee Credit

entry upon arrival in 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 US Airways/American Airlines nor Barclaycard have control over the application and/or approval process for Global Entry and do not have access to any information provided to the government by the Cardmember or by the government to the Cardmember, US Airways/American Airlines and Barclaycard 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 www.globalentry.gov. The Global Entry program is subject to change, and we have no control over those changes.

Free Checked Bag

Primary Cardmembers may check one bag free of charge when traveling on domestic itineraries marketed by either American Airlines or US Airways, and operated by either American Airlines or US Airways, or on domestic itineraries marketed by either American Airlines or US Airways and operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Mesa Airlines, Inc., Republic Airline Inc., SkyWest Airlines, Inc., Trans States Airlines, LLC, or US Airways Express. This benefit will not be available for travel on codeshare flights booked with an American Airlines or US Airways flight number but operated by another airline.

Up to eight (8) customers traveling with the eligible primary Cardmember will also get their first checked bag free of charge if they are listed in the same reservation. For benefit to apply, the Account must be open 7 days prior to air travel AND, reservation must include the primary Cardmember's American Airlines AAdvantage* number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. This benefit cannot be combined with any existing AAdvantage* elite program benefits, including any waiver of baggage charges. Waiver does not apply to overweight or oversized bags. Please see aa.com for baggage weight and size restrictions. Applicable terms and conditions are subject to change without notice.

Boarding Privilege

For benefit to apply, the Account must be open 7 days prior to air travel AND, reservation must include the primary Cardmember's American Airlines AAdvantage® number 7 days prior to air travel. If your credit card account is closed for any reason, these benefits will be cancelled. This benefit will not be available for travel on codeshare flights booked with an American Airlines or US Airways flight number but operated by another airline. Up to eight (8) customers traveling with and listed in the same reservation as the primary Cardmember are eligible for Group 1 or Zone 2 boarding. Applicable terms and conditions are subject to change without notice.

The Group 1 boarding benefit will display at the top of your American Airlines boarding pass as Group 1. Cardmembers will have Group 1 boarding on domestic flights marketed by either American Airlines or US Airways, and operated by American Airlines, or on domestic flights marketed by either American Airlines or US Airways and operated by Compass Airlines, LLC, Envoy Air Inc., ExpressJet Airlines, Inc., Mesa Airlines, Inc., Republic Airline Inc., SkyWest Airlines, Inc., or Trans States Airlines, LLC. Cardmembers will have Zone 2 boarding on domestic flights marketed by either American

Airlines or US Airways, and operated by US Airways, or on domestic flights marketed by either American Airlines or US Airways, and operated by US Airways Express. Zone 2 boarding will only be printed on the top of the boarding pass of the eligible primary Cardmember.

25% Statement Credit for In-Flight Purchases

Cardmembers in good standing will qualify for a 25% savings on eligible in-flight purchases. Eligible purchases include the in-flight purchase of food, beverages, and headsets on US Airways or American Airlines operated flights when purchased on their Account. Savings does not apply to any other inflight purchases, such as wireless internet access, SkyMall,™ DutyFree, or In-Flight Entertainment. This offer is available on eligible flights as long as supplies last. This benefit will not be available for travel on codeshare flights booked with a US Airways or American Airlines flight number but operated by another airline. This savings will appear as an Account statement credit 6–8 weeks after the transaction is posted to the Cardmember's Account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

10% of your redeemed miles back (10,000 maximum)

The American Airlines AAdvantage® bonus miles the primary Cardmember earns through this benefit will be based on 10% of the total AAdvantage® miles the primary Cardmember redeems during the calendar year. The maximum number of AAdvantage® bonus miles that can be earned annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year and per AAdvantage® account, regardless of how many AAdvantage® miles you redeem in that calendar year, and regardless of how many AAdvantage® co-branded credit cards you have. This benefit only applies to AAdvantage® miles redeemed from the primary Cardmember's AAdvantage® account. For benefit to apply, your Account must be open and active at the time of redemption. Discover all the ways to redeem AAdvantage® miles at aa.com/redeem. American Airlines AAdvantage® bonus miles typically post 6-8 weeks after your redemption to the primary Cardmember's AAdvantage® account.

Reduced Mileage Awards

The Reduced Mileage Awards program allows Cardmembers to redeem American Airlines AAdvantage® miles for round trip or one-way travel on MileSAAver® awards to destinations selected every other month. The MileSAAver® discount is 7,500 American Airlines AAdvantage® miles round trip or 3,750 one-way for this AAdvantage® Aviator™ MasterCard. Redemption of Reduced Mileage Awards applies only to bookings made

by phone through American Airlines Reservations. All such additional amounts are subject to change. Flights and availability are subject to change without notice. For the complete list of Reduced Mileage Awards, visit aa.com/reducedmileageawards.

Responsibility of the Parties/Information Sharing

American 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 American Airlines. You authorize Barclaycard to share information about your Account with American Airlines and the American Airlines Dining Program 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 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

American Airlines reserves the right to change the AAdvantage® Program and its terms and conditions at any time without notice, and to end the AAdvantage® Program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or AAdvantage® Million Miler® status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® Program, visit aa.com/aadvantage.

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 our offering of 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.

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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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