BARCLAYCARD ARRIVAL PLUS™ MASTERCARD® REWARDS PROGRAM RULES

This document contains the official Rewards Program Rules ("Rewards Rules") for the Barclaycard Arrival Plus Account issued by Barclays Bank Delaware ("Barclaycard", "we", "us", or "our") and includes important conditions and limitations of the rewards program associated with the Barclaycard Arrival Plus Account (the "Program"). "You", "your" or "primary cardmember" means the person who applied for the Account. Use of your Barclaycard Arrival Plus MasterCard ("the Card") constitutes your acceptance of each of the terms described below. Capitalized terms not defined in these Rewards Rules have the meaning ascribed to them in the Cardmember Agreement. Please read these Rewards Rules and keep this document in a safe place.

Program Administration

The Program is administered by Barclaycard located in Wilmington, DE. Barclaycard's Privacy Policy is available online at BarclaycardUS.com. Barclaycard is responsible for establishing the terms and conditions of the Program and reserves the right to modify, amend, or terminate the Rewards Rules and the Program at any time, with or without notice.

Gift cards/certificates and merchandise are administered by Loyalty Edge, Inc. ("Loyalty Edge") an independent company not affiliated with Barclaycard.

To qualify for participation in the Program:

- 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 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 Account only for personal, family or household expenses.
- You must not 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.

If you do not qualify for participation in the Program, your enrollment in the Program may be cancelled and any unredeemed miles may be forfeited.

Earning Miles

- You earn miles for retail purchases less credits, returns, and adjustments ("Net Purchases") made with the Account by you and/or any authorized user(s), as follows:
 - You earn 2 miles for every \$1 spent on Net Purchases.
- 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 to calculate miles earned. For example, if you make a purchase in the amount of \$49.49, 49 miles will be awarded, but if the transaction amount is \$49.50, 50 miles will be awarded.
- Balance transfers, Cash Advances (including Cash Equivalent transactions such as, but not limited to, the use of your Card or Account number to obtain money orders, traveler's checks, foreign currency and lottery tickets), 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 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 forfeit any or all miles earned for abuse, fraud, or any violation of the Rewards Rules.

Redeeming Miles

- Redeeming miles for travel statement credits offers the best value. You also have the option to redeem your miles 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. Miles required for redemptions for merchandise vary, depending on what you are redeeming for.
- To redeem, visit BarclaycardUS.com or call the number on the back of your Card.
- There is no limit to the total miles you can redeem as long as the Program continues and your Account is open, active, and in good standing; however, please note the maximum statement credit toward a single purchase described in the section below titled "Travel Statement Credits".
- The primary cardmember can redeem miles, either over the phone or by logging into his/her online account. Authorized Users on the account are able to redeem miles over the phone.

 Barclaycard is not responsible for unauthorized redemptions on your Account.

Travel Statement Credits

- 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.
- Redemptions for travel statement credits start at 10,000 miles for \$100.00 toward any travel purchase of \$100.00 or more made within the last 120 days.
- If you do not have enough miles available to redeem for the full purchase amount, you will only be able to redeem within pre-determined increments as follows:
 - \$25.00 statement credit increments between \$100.00 and \$2,000.00.
- If you redeem your miles for a travel statement credit, the credit will be posted to your Account within one to two (1-2) business days.
- Statement credits reduce your Account balance but cannot be applied toward any minimum payment requirement and are otherwise subject to the terms and conditions applicable to your Account.

Cash Back Statement Credits

- Redemptions for cash back statement credits start at 5,000 miles for \$25.00.
- If you redeem your miles for a statement credit, the credit will be posted to your Account within one to two (1-2) business days.
- Statement credits reduce your Account balance but cannot be applied toward any minimum payment requirement and are otherwise subject to the terms and conditions applicable to your Account.

Gift Cards/Certificates and Merchandise

- Redemptions for gift cards start at 5,000 miles for \$25.00.
- Miles required for redemptions for merchandise vary, depending on what you are redeeming for.
- The selection of gift cards and merchandise items are subject to availability and the number of miles needed to redeem for them may change at any time.

- You may redeem miles for gift cards, gift certificates and merchandise shipped to addresses in the 50 United States, Puerto Rico and the Virgin Islands. Items cannot be shipped internationally or to P.O., A.P.O., F.P.O. boxes, or Guam. Certain items may have shipping restrictions outside of the 48 contiguous United States and the District of Columbia and these restrictions will be noted in the terms & conditions for that item.
- You may choose to have merchandise or gift cards delivered to an address other than your Account billing address by updating the shipping information during the check-out process, but addresses cannot be changed after an order has been submitted. You can also choose to have redemption email confirmations delivered to an email address other than the one on file at Barclaycard by updating this information in the check-out process. Changing address or email address as part of the check-out process will not change the information on file at Barclaycard; it will only be used for that order.
- Certain items may be eligible for expedited shipping.
 Expedited shipping fees cannot be paid with miles and must be paid with a major credit or debit card. The transaction description that will show on your credit or debit card statement for these fees will be "Rewards Redemption Center".
- Items ordered at the same time may arrive separately.
- All rewards are subject to product availability. Loyalty Edge reserves the right to substitute items of equal or greater value. Loyalty Edge 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.
- Terms of gift card and/or e-certificate redemptions are subject to the rules of the merchant that may be viewed online. 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.
- Gift cards/e-certificates must be presented to the participating merchant for redemption, use, and the delivery of goods and services. Items paid for by redeeming gift cards/e-certificates will be subject to sales tax as provided by the applicable law of the jurisdiction in which the purchase is made. Sales tax, if applicable, will be a charge against the value of the gift cards or gift certificates or will require a separate supplemental payment.

- Tickets are nontransferable and do not include activities/ events separately priced. Tickets will be mailed and arrive within ten (10) business days of your redemption. Water parks are subject to seasonal or weather closures. Age restrictions may apply for access to certain facilities. Please see the terms and conditions of your specific item online for full details.
- Purchase protection or extended warranty coverage associated with your Account is not applicable to rewards.
 The manufacturers' warranty, if any, applies to items offered. Please check product terms and conditions online for additional product information details.
- 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 set up 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 your Card. Once you accept delivery, no refunds, exchanges, or replacements will be allowed. For Velvet Glove delivery of larger items, shipment may require four to six (4-6) weeks.

Merchandise Return Policy

- Items are nonrefundable and nonreturnable.
- Mail Delivery: If the items you received are damaged or defective, you must contact the Customer Service number on the back of your Card immediately and items must be returned within thirty (30) days of delivery. No exchanges or returns are accepted after thirty (30) days. Products must be in their original packaging. All parts must be included in package before credit will be issued or a replacement of the damaged or defective items will be shipped.
- Velvet Glove Delivery: 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 your Card. Once you accept delivery, no refunds, exchanges, or replacements will be allowed.

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 will not expire.
- All miles earned by the primary cardmember and any authorized user(s) will be added to the primary cardmember's miles balance.
- 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 transferred or assigned.
- 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 close your Account at any time.
- The Program is subject to all applicable laws and regulations.
 The sale or barter of any miles or items received through redemption as part of the Program, other than by us, is expressly prohibited.
- You are solely responsible for any taxes that may be owed as a result of miles earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Barclaycard does not provide tax advice.

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 is otherwise in default under your Cardmember Agreement with us. (You fail to keep your Account in good standing.)
- You or any authorized user on the Account, engage in fraudulent activity on this Account.
- You, or any authorized user on the Account, 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 in its sole discretion.
 - You or we close your Account for any reason.
 - You or any authorized user on the Account, engage in fraudulent activity on this Account.
 - Your Account is otherwise in default under your Cardmember Agreement with us. (You fail to keep your Account in good standing.)
 - You, or any authorized user on the Account, 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 miles earned through the Program, you (on your behalf and on behalf of any person to whom you give the benefits from the Program) release, discharge, and hold harmless Barclaycard and its 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 or redemption of miles or a cardmember's right to possess miles or make redemptions.

Important General Program Disclosures

Other significant terms may apply. All 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, in our sole discretion.

We may, in our sole discretion, cancel, modify, restrict, or terminate the Rewards Rules and the Program or any aspects or features of the Program at any time with or without notice. All interpretations of Rewards Rules shall be in 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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