

REWARD RULES

Travelocity Rewards Program:

The Travelocity Rewards Program (the “Program”) is offered by Barclays Bank Delaware (“Barclays”) in partnership with Travelocity.com, to active Travelocity Rewards American Express® Cardmembers in good standing. Barclays and Travelocity are solely responsible for establishing the terms and conditions of your participation and subsequent points accumulation in the program, and reserves the right to modify, amend or terminate the Program regulations at any time.

Upon application approval, you will be issued a Travelocity Rewards American Express® Card credit card account (the “Account”). To be eligible to participate in the Program you must keep your Account open and in good standing, you must be a consumer (no businesses, corporations, etc. are eligible to participate) and you must reside in the United States.

If you do not keep your Account open and current, your enrollment in the Program may be cancelled and any unredeemed Points may be cancelled.

Earning Points:

- 1) Cardmembers earn “Points” in the following amounts based upon the types of purchase transactions charged to the Account:
 - a) 5 points per \$1 of Net Purchases made with your Account on Travelocity.com.
 - b) 2 points per \$1 of Net Purchases made with your Account in the everyday spend category of the Choose Your Own Rewards option (see below).
 - c) 1 point per \$1 spent on all other transactions.

Points earned are based on the new net retail transaction activity (i.e. purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle rounded to the nearest dollar. Certain transactions do not qualify for points including balance transfers, convenience checks, cash advance fees, finance charges and other transaction charges. Eligible purchases may be made by the Cardmember(s) and/or any authorized user(s) of the Card. The Account may only be used for personal, family or household purposes.

Points will be itemized on the Cardmember’s periodic statement and will indicate the total number of points earned, points redeemed and points carried over during the statement month. Points expire after 48 months of inactivity from the date of issuance, unless your Account is terminated earlier.

Points Redemption:

Cardmembers may redeem Travelocity Points for the following Account statement credits when they purchase travel, services, and products on Travelocity.com:

Redeem 5,000 Travelocity Points for a \$50.00 statement credit, or

Redeem 7,500 Travelocity Points for a \$75.00 statement credit, or

Redeem 20,000 Travelocity Points for the cost of an airline ticket or Flight + Hotel Package up to a maximum credit of \$400.00.

Statement credits will be reported on your monthly Account statement for the billing cycle in which your Travelocity purchase is posted. All award redemptions will be final at the time you make your Travelocity purchase or booking and request to redeem Reward points. In the event that your Travelocity travel or purchase is cancelled, postponed, or returned, neither Barclays or Travelocity.com will be responsible for refunding to your account the points redeemed or debiting to your account the credit redeemed. Barclays and Travelocity.com are not responsible for unauthorized Reward redemptions on your account.

If your account is 60 or more days past due at any time, Barclays may at its option assess your Account for any statement credits previously awarded on your Account.

Choose Your Own Rewards:

Cardmembers with the \$39 annual fee Travelocity Rewards American Express® Card 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) gas or (3) restaurants. Eligible categories include: (1) "grocery" – purchases made at retail establishments that classify their merchant location to American Express® 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 – Speciality, Convenience, Market"; (2)"gas"– purchases made at retail establishments that classify their merchant location to American Express® as "Gas" – Service Stations, Automated Fuel Dispensers, Warehouse Club Gas and Truck Stop Transactions; (3) "restaurant" – purchases made at retail establishments that classify their merchant location to American Express® as "Caterers, Eating Places, Restaurants, Drinking Places (Alcoholic Beverages) – Bars, Taverns and

Fast Food Restaurants.” 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, American Express® and Travelocity.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 1-866-734-8040.

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