

REWARD RULES

Travelocity Rewards Program:

The Travelocity Rewards Program (the Program) is offered by Barclays Bank Delaware (Barclaycard) in partnership with Travelocity.com to active Travelocity Rewards American Express® Cardmembers in good standing. Barclaycard and Travelocity are solely responsible for establishing the terms and conditions of your participation and subsequent Travelocity Points (Points) accumulation in the program and reserve the right to modify or amend the Program regulations or to 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) You will earn Points in the following amounts based upon the types of purchase transactions charged to your Account:
 - a) 4 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 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 your Account 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 charges. Eligible purchases may be made by you and/or any authorized user(s) of the Account. The Account may only be used for personal, family or household purposes.

Points will be itemized on your 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 closed earlier.

Points Redemption:

You may redeem Travelocity Points for the following Account statement credits, beginning at a minimum of 5,000 Points, for a statement credit toward Travelocity.com purchases greater than \$50 that have posted within the past 90 days to your Account. Points can be redeemed for the following Account statement credits toward eligible purchases 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 purchased through Travelocity.com up to a maximum credit of \$400.00.

To redeem Points, log in to your Account at MyTravelocityRewards.com and select the Rewards tab. The statement credit will appear on your Account within one billing cycle after the Points are redeemed. There is no maximum to the number of Points that may be redeemed in any billing cycle. Barclaycard 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, Barclaycard may, at its option, assess your Account for any statement credits previously awarded on your Account.

Gift Cards/Certificates and Merchandise Rewards

You may redeem Points for gift cards, gift certificates and merchandise that will be mailed to the U.S. street address of record with Barclaycard. Gift cards, gift certificates and merchandise will not be mailed to a P.O. Box, 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. Expedited shipping is not available for merchandise.

The selection of items and the number of Points needed to redeem them may change at any time and are subject to availability. Use of any gift card or gift certificate that 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 that may be viewed by accessing your account at MyTravelocityRewards.com and clicking on the Manage Rewards tab 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. 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 photo facsimile used for general representation of merchandise and/or manufacturers' model or style updates. Purchase protection or extended warranty coverage associated with your Account is not applicable to rewards.

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