

REWARD RULES

Virgin America Elevate Loyalty Program:

- a) When you applied for the Virgin America Credit Card Account issued by Barclays Bank Delaware ("Barclays"), you were asked whether the Primary Cardmember was a member of the Virgin America Loyalty Program ("Elevate"). If you answered yes and gave us the Primary Cardmember's Elevate membership number, then we will not issue a different membership number to you. If you answered no or did not give us the membership number, then we will issue the Primary Cardmember a membership number and ask Virgin America to enroll the Primary Cardmember into Elevate. Only one Elevate membership will be established regardless of whether your Account is an individual account or an account with an authorized user. If the Account has an authorized user, then we will enroll the Primary Cardmember. The Primary Cardmember can be eligible to receive and redeem "Elevate points" subject to the terms and conditions of the Elevate as established, modified, supplemented and/or amended by Virgin America from time to time (the "Elevate Terms and Conditions"). Please visit www.virginamerica.com/elevatememberguide for complete Elevate Terms and Conditions.

To participate in the Program, your Account must remain open and in good standing, you must maintain your creditworthiness and you must use your Account for at least one (1) purchase transaction every six (6) months (or have some type of account balance every six months). Good standing also means you are not in default under the Cardmember Agreement. **Failure to meet these requirements may result in Account closure and forfeiture of all outstanding Points earned, as defined herein.** In addition, if your payment is late in a particular billing cycle, this may result in the forfeiture of Points, earned in that billing cycle. If your Points are forfeited for any reason, we will not reinstate these Points to your account.

- b) On the closing date of each billing cycle that your Account remains open and current, we will report to Virgin America the Net Purchases charged to your Account during a billing cycle and request that Virgin America award Elevate points as set forth in paragraph (d). If your Account is not open, current or in good standing on the date a billing cycle closes, then we will report no Net Purchases to Virgin America for that billing cycle. We will ask that Elevate points be awarded to the Primary Cardmember, regardless of who made the "Purchase." "Net Purchases" for a billing cycle are determined by totaling all new Purchases added to

the Account during the billing cycle, and then subtracting credits posted to the Account during the period for returned Purchases and/or adjustments. For purposes of reporting Net Purchases, we may round up or down to whole dollar amounts. If credits for returned Purchases exceed new Purchases during a billing cycle, we will report negative Net Purchases and ask Virgin America to reduce the Primary Cardmember's accrued Elevate points accordingly. Point accumulation is subject to certain limitations, exclusions and restrictions. There is no limit to the number of Elevate points which may be earned. Net Purchases do not include fees, charges, credit insurance premiums, or transactions posting as Cash Advances or non-qualifying Balance Transfers, whether received from financial institutions, automated teller machines, by use of Barclays, checks, or by any other means. We reserve the right to exclude from Net Purchases unauthorized Purchases, Purchases which are added to your Account after you are past due or over your credit line. We may ask Virgin America to withdraw Elevate points previously awarded if your than sixty (60) days past due, or if the points were awarded on Purchases not authorized by you. We are not responsible to award Elevate points under the Program, to arrange or provide for any services related to travel or the use of Elevate points, for any delay, failure, or refusal by Virgin America to award or redeem Elevate points, or for any decision by Virgin America to revoke or cancel points or membership in the Program.

- c) We will show on your monthly Account statement the Primary Cardmember's monthly accrued Elevate points as reflected in our records. You understand that there will be a delay between the date you make a Purchase, the date we report Net Purchases to Virgin America, and the date that Virgin America acts upon the information, and that, for this and other reasons, our records and the records of Virgin America regarding the Primary Cardmember's accrued points may differ. You understand and agree that Elevate points are not received by the Primary Cardmember until awarded by Virgin America, and that, in the event of any discrepancy between our records and Virgin America's records of the Primary Cardmember's accrued points, then the records of Virgin America will stand.
- d) Cardmembers will earn 300 bonus points for every \$5,000 in net purchases per year, up to 1,200 annual bonus points. Bonus points will be sent to Virgin America at the close of the first billing statement each rolling 12 months.

As an Elevate member, your Elevate points will not expire as long as you have earning or redemption activity at least once every 18 months. So your points will extend for another 18

months with any qualifying activity such as flights on Virgin America, completed reward travel, or through earning points on your Virgin America credit card or other partners.

- e) From time to time, we may offer bonuses or awards of points, credits or other premiums (for example, First Use Points, First Use Certificates, and Promotional Companion Tickets) to new Virgin America Visa Cardmembers. Unless otherwise stated in the offer, these bonuses and/or awards are intended for persons who are not, and have not previously been, Virgin America Cardmembers. You understand and agree that, unless we otherwise state, you are no longer eligible to receive these bonuses and/or awards for any new Virgin America account you open after this Account is opened. If you receive a bonus or award for which you are not eligible, we may direct Virgin America to revoke the bonus or award, or reduce your Elevate points by the amount of the award, or charge your account for the fair value of the bonus or award, at our option.
- f) Virgin America is not a party to the Credit Card Cardmember Agreement between you and us, does not participate in any extension of credit and has no authority regarding the Account. Barclays, is the sole creditor and owner of the Account. You authorize us to share information about your account with Virgin America to the extent needed to administer the Virgin America Elevate Loyalty Program. You also agree that we may share Account information as set forth in Barclays' Privacy Policy.

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