PRICELINE REWARDS™ VISA® REWARD RULES

This document contains the official Reward Rules for the Priceline Rewards Visa Account ("Account") issued by Barclays Bank Delaware ("Barclays," "we," "us," or "our") and includes important conditions and limitations ("Reward Rules") for your Account rewards program ("Program"). Use of your Account constitutes your acceptance of each of the terms described below and the terms of the Cardmember Agreement ("Cardmember Agreement"). "You," "your" or "primary cardmember" means the person who applied for the Account. Capitalized terms not defined in these Reward Rules have the meaning ascribed to them in the Cardmember Agreement.

The Privacy Policy for Barclays is available online at pricelinerewardsvisa.com. You agree that Barclays and Priceline will share information to the extent needed to administer the Program.

Reward Rules Administration

The Program and Reward Rules are administered by Barclays located in Wilmington, DE. We reserve the right to modify, amend or terminate the Reward Rules and the Program at any time with or without notice. You can review current Reward Rules any time by logging in to your Account at pricelinerewardsvisa.com.

Gift card/eGift cards/certificates, merchandise and travel redemptions are administered by IDS Ohio, Inc. ("InComm InCentives") an independent company not affiliated with Barclays or Priceline. InComm InCentives Terms and Conditions ("Rewards Terms & Conditions") specific to the aforementioned redemptions are available at pricelinerewardsvisa.com on the Shop page.

To maintain your eligibility for participation in the Program through use of the Account:

- You must maintain an open Account that is in good standing. "Good Standing" means your Account is not in default under your Cardmember Agreement with us (in "Good Standing").
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Account only for personal, family or household expenses.

Important Information about Points

 As long as the Program continues and the Account is open and in Good Standing, there is no limit to the total points you can earn and your points will not expire.

- You may not earn points during any period in which your Account is past due.
- If you have a rewards balance on your account that meets the minimum redemption requirement(s), you will have 60 days from the Account closure date to redeem any outstanding points, as long as your Account, at the time of closure, was not closed for any reasons outlined in the Points Forfeiture Section.
- If you do not receive credit for earned points, please contact the Customer Service number on the back of your card.
- You have no property rights or other legal interest in points. Point amounts have no cash value or value of any kind until they are fully redeemed. Points may not be transferred or assigned.
- Participation in the Program through use of your Account is subject to all applicable laws and regulations. The sale or barter of any points offered through the Program earned through use of the Account, other than by us or Priceline, is expressly prohibited.
- You are solely responsible for any taxes that may be owed as a result of points earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Barclays does not provide tax advice.
- You can view a summary of your points earned through the use of your Account on your monthly Account billing statement or by logging into pricelinerewardsvisa.com.

Earning Points

You earn points for purchases less credits, returns and adjustments ("Net Purchases") made by you and/or any authorized user(s) of the Account as follows:

- You earn 5 points for every \$1 spent on eligible Net Purchases made at Priceline. Eligible purchases are: cruises (as defined by the merchant category code), Name Your Own Price®, Express Deals[™] and Pay Now bookings, as well as purchases of Trip Protection products, made at Priceline. A Pay Now booking is any booking that requires payment at the time of booking. For more information on Name Your Own Price, Express Deals and Trip Protection, please see Priceline.com.
- You earn 1 point for every \$1 spent on all other Net Purchases.

- Purchases must be submitted by merchants using the merchant category codes for purchases in the above specified categories to qualify for the additional points.
 Barclays and Priceline are not responsible for incorrectly coded purchases. Additional points may not be earned if the merchant submits the purchase using a mobile or wireless card reader or if you use a mobile or digital wallet to pay for the purchase. Additionally, purchases made through third parties, including online marketplaces and resellers, or using a third-party payment account will not earn additional points.
- Balance transfers, cash advances (including cash equivalent transactions such as, but not limited to, the use of your Account to obtain money orders, traveler's checks, foreign currency and lottery tickets), fees, interest charges and unauthorized/fraudulent purchases are not considered Net Purchases and do not earn points.

Bonus Points

From time to time, we may offer bonuses of points or other incentives to new Priceline Rewards Visa cardmembers in connection with an application for a new account. These bonuses and/or incentives are intended for applicants who are not and have not previously been Priceline Rewards Visa cardmembers. You understand and agree that you may no longer be eligible for any bonuses and/or incentives in connection with a new Priceline Rewards Visa account after this Account is opened. If you receive a bonus or incentive for which you are not eligible due to your status as a current or former Priceline Rewards Visa cardmember, we may revoke the bonus or incentive, or charge your Account for the fair value of the bonus or incentive, in our sole discretion.

Redeeming Points

- You have the option to redeem your points for statement credits towards purchases, gift card/eGift cards/certificates and merchandise. Redemptions towards statement credits toward eligible Priceline purchases offer the best values. See section titled **Statement Credit Redemptions** for more details.
- Redemptions start at 1,667 points for \$25 for Priceline statements whereas all other redemptions start at 2,500 points or 3,000 points for \$25.
- The primary cardmember can redeem points, either by phone or by logging in to their Account online. Any authorized user(s) on the Account is able to redeem points by phone.

- To redeem, visit pricelinerewardsvisa.com or call the number on the back of your card.
- Barclays is not responsible for unauthorized redemptions on your Account.
- All redemptions are final. Points can't be returned, refunded, exchanged or credited, unless otherwise specified.

Statement Credit Redemptions

- Priceline statement credits (best value)
 - Eligible Priceline purchases of \$25 or more posted to your Account within the last 120 days can be redeemed for statement credit redemptions at a 1.5% value. For example, 1,667 points can be redeemed for a \$25 statement credit toward a Priceline purchase. Eligible purchases are outlined in the **Earning Points Section** above.

- Non-Priceline statement credits:

- Non-Priceline purchases of \$25 or more posted to your Account within the last 120 days can be redeemed for statement credit redemption at a 1% value. For example, 2,500 points can be redeemed for a \$25 statement credit toward a non-Priceline purchase.
- Redemptions for statement credits start at either 1,667 points for Priceline purchases or 2,500 points for non-Priceline purchases for \$25.
- If you do not have enough points available to redeem for the full purchase amount, you will only be able to redeem within pre-determined \$25 statement credit increments between \$25 and \$2,000.
- The credit will be posted to your Account within 1-2 business days and will appear on your Account billing statement within 1 billing cycle.
- 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 Card/eGift Cards/Certificates Redemptions

- Redemptions for gift cards/eGift cards/certificates start at 3,000 points for \$25.
- The selection of gift cards/eGift cards/certificates are subject to availability and the number of points needed to redeem for them may change at any time.

- Terms of gift cards/eGift cards/certificates redemptions are subject to the rules of the merchant and may be viewed online at pricelinerewardsvisa.com at the time of redemption. Each merchant/provider has the right to place restrictions on the use of its gift cards/eGift cards or gift certificates. Gift cards/eGift cards/certificates are not exchangeable, refundable, transferable or redeemable for cash, cannot be replaced if lost or stolen and are void where prohibited.
- Once you redeem for an eGift card, you must visit the Rewards Redemption History page at pricelinerewardsvisa. com to retrieve your eGift card and to view the requirements for using your eGift card. The eGift card will be available for 12 months from the date of redemption, as long as your account is open and in Good Standing.
- Additional terms and restrictions apply. For complete details, you can review the Rewards Terms & Conditions at pricelinerewardsvisa.com on the Shop page.

Merchandise Redemptions

- The selection of merchandise items are subject to availability and the number of points needed to redeem them may change at any time.
- If applicable, any purchase, price and return protection and extended warranty coverage associated with your Account are not applicable to rewards. The manufacturer's warranty, if any, applies to items offered. Please check product terms and conditions online at pricelinerewardsvisa.com at the time of redemption for additional product information details.
- Velvet Glove delivery is available on select products. Additional details are available online at pricelinerewardsvisa. com at the time of redemption.

Additional terms and restrictions apply. For complete details, you can review the Rewards Terms & Conditions at pricelinerewardsvisa.com on the Shop page.

- · Merchandise is nonrefundable and nonreturnable.
- Mail Delivery: If the merchandise you received is damaged or defective, you must contact the customer service number on the back of your card immediately and the merchandise must be returned within 30 days of delivery. No exchanges or returns are accepted after 30 days. Products must be in their original packaging. All parts must be included in the package before credit will be issued or a replacement of the damaged or defective merchandise 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 merchandise 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.

Additional Benefits

10% Travel Redemption Bonus

- You earn 10% of your points back as a travel redemption bonus, to use toward your next redemption, every time you redeem for statement credits toward eligible Priceline and eligible travel purchases. For example, if you redeem 25,000 points for a statement credit toward an eligible Priceline or other eligible travel purchase, you will receive 2,500 points as a bonus to use toward your next redemption.
- Travel Redemption Bonus points are added to your Account within 1 business day after your travel statement credit redemption is processed.
- Travel purchases eligible for the 10% Travel Redemption Bonus as defined as: Airlines, Hotels, Motels, Timeshares, Campgrounds, Car Rental Agencies, Cruise Lines, Travel Agencies, Tourist Attractions, Discount Travel Sites, Trans, Buses, Taxis, Limousines and Ferries.
- To qualify for the 10% Travel Redemption Bonus, travel purchases must be submitted by merchants using the eligible merchant category codes for purchases in the above categories.
- Barclays is not responsible for incorrectly coded purchases.

Points Forfeiture

If your Account is closed for any of the following reasons, your points earned will be forfeited if/based upon:

- You or any authorized user(s) on the Account engages in any fraudulent or illegal activity through the use of your Account.
- You, or any authorized user(s) on the Account engage in any activity that is deemed to be abusive or gaming conduct, as determined by us in our sole discretion.
 Abusive or gaming activity includes, but is not limited to, obtaining or using an account to maximize rewards earned in a manner that is not consistent with typical consumer activity and/or multiple credit card account applications/ openings, as determined by us in our sole discretion.
- You or any authorized user(s) on the Account have negative public record information identified.
- · Your history of Account usage.

- Your Account is delinquent, as determined by Barclays in its sole discretion.
- Your or any authorized user(s) on the Account violate any of the Account Reward Rules.
- Your Account is otherwise in default under your Cardmember Agreement with us.

Limitation and Release of Liability

By participating in the Program and accepting and using points 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 Barclays, Priceline 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. Barclays, Priceline, and InComm InCentives are not responsible for unauthorized redemptions on your Account. Barclays has no liability in case of disagreement over issuance of points, items received through redemptions, or a cardmember's right to redeem or possess points.

Important General Program Disclosures

Barclays reserves the right to correct inaccurate points values represented on statements, our website and/or our mobile app, at our sole discretion. We may, at our sole discretion, cancel, modify, restrict or terminate the Program or any aspects or features of the Program at any time without prior notice. All interpretations of the Reward Rules shall be at our sole discretion. 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, website, mobile app, or any marketing materials. Points cannot be combined with other discount or reward programs unless specifically authorized by us.

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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