AMERICAN AIRLINES® AADVANTAGE® AVIATOR® RED MASTERCARD® REWARD RULES

This document contains the official reward rules including but not limited to how you earn miles ("AAdvantage" miles"), other benefits and redemption information for the American Airlines AAdvantage® Aviator® Red Mastercard Account ("Card Account") issued by Barclays Bank Delaware ("Barclays," "we," "us," or "our") and includes important conditions and limitations ("Card Account Reward Rules"). Use of your Card 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 Card Account. Capitalized terms not defined in these Card Account Reward Rules have the meaning ascribed to them in the Cardmember Agreement.

Barclays is solely responsible for establishing these Card Account Reward Rules and for communicating with American Airlines as described below to administer the Card Account Reward Rules. Certain Card Account benefits are fulfilled under the AAdvantage® program, which is a frequent flyer program offered by American Airlines (the "AAdvantage® Program") and is not a product or program of Barclays.

American Airlines is solely responsible for establishing the terms and conditions of your participation and mileage accumulation in the AAdvantage® Program and the administration and maintenance of your AAdvantage® Program account ("AAdvantage® Account"). Terms and conditions of the AAdvantage® Program are separate from these Card Account Reward Rules, and are published by American Airlines at aa.com/aadvantage. American Airlines reserves the right to change the AAdvantage® Program, including its terms and conditions, at any time with or without prior notice, including by providing additional terms and conditions in connection with promotional activity related to the AAdvantage® Program.

Card Account Reward Rules Administration

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

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

- You must maintain an open Card Account that is in good standing. "Good Standing" means your Card 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 Card Account only for personal, family or household expenses.
- If your AAdvantage® Account is closed, for any reason, your Card Account may be closed. Upon closure of your AAdvantage® Account you will forfeit all Card Account benefits fulfilled under the AAdvantage® Program and any AAdvantage® miles earned during that billing cycle but not yet sent to AAdvantage® Program.
- Upon closure of your Card Account all benefits associated with the Card Account will be forfeited.

AAdvantage® Program Membership

- If your AAdvantage® Account number was included in the application, we will add that number to your Card Account automatically.
- If the AAdvantage® Account number that you provided is found to be invalid, or you did not provide us with an AAdvantage® Account number, you consent to and will be enrolled in the AAdvantage® Program and a new AAdvantage® Account number will be assigned to you.
- Only one AAdvantage® Account number will be applied per Card Account, and assigned as the primary cardmember on that Card Account.

Important Information about AAdvantage® Miles

- As long as the AAdvantage® Program continues and the Card Account is open and in Good Standing, there is no limit to the total AAdvantage® miles you can earn using your Card Account.
- You may not earn AAdvantage® miles during any period in which your Card Account is past due.
- All AAdvantage® miles earned by the primary cardmember and any authorized user(s), through use of the Card Account, will be transferred to the primary cardmember's AAdvantage® Account after the close of each Card Account billing statement. Your AAdvantage® Account is subject to the AAdvantage® Program terms and conditions, located at aa.com/aadvantage, which includes expiration and forfeiture policies.

- If you do not receive credit for earned AAdvantage® miles through use of your Card Account, please contact the Customer Service number on the back of your credit card.
- You have no property rights or other legal interest in AAdvantage® miles. AAdvantage® miles earned and not yet transferred to your AAdvantage® Program, have no cash value or value of any kind. After AAdvantage® miles are transferred they have no cash value, please refer to the AAdvantage® Program Rules at aa.com/aadvantage for details on the value of AAdvantage® miles.
- You are responsible for any tax liability related to participating in the AAdvantage® Program.
 Participation in the AAdvantage® Program through use of your Card Account is subject to all applicable laws and regulations. The calls of bother of any AAdvantage® miles.
- regulations. The sale or barter of any AAdvantage® miles offered through the AAdvantage® Program earned through use of the Card Account, other than by us or American Airlines, is expressly prohibited.

 You can view a summary of your AAdvantage® miles earned through the use of your Card Account on your monthly Card Account billing attachment or by legging into
- earned through the use of your Card Account on your monthly Card Account billing statement or by logging into AviatorMastercard.com. Your total AAdvantage® Account mileage balance is available by calling 800-433-7300 or online at aa.com/myaccount.

 Barclays is not responsible for adding the AAdvantage® miles to your AAdvantage® Account, for arranging or providing for
- any goods or services related to the use of AAdvantage® miles, for any delay, failure, or refusal by American Airlines to add or redeem AAdvantage® miles, or for any decision by American Airlines to revoke or cancel AAdvantage® miles or membership in the AAdvantage® Program. Once we transfer AAdvantage® miles earned through use of the Card Account after the close of each Card Account billing cycle, American Airlines is responsible for adding the AAdvantage® miles to your AAdvantage® Account.

Earning AAdvantage® Miles

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

- You earn 2 AAdvantage® miles for every \$1 spent on Net Purchases - on eligible tickets, goods and services purchased directly from American Airlines ("American Purchases"). Eligible American Purchases are items billed by American Airlines as merchant of record and, as applicable, booked through American Airlines channels
- (aa.com, American Airlines reservations, American Airlines Vacations reservations, Airpass, Google Flights and American Airlines airport and city ticket counters). Products or services that do not qualify as American Purchases are car rentals and hotel reservations (except taxes and charges paid when redeeming AAdvantage® miles for car/hotel), purchases made through online third party travel agencies, and Flight Cents Amounts.

 You earn 1 AAdvantage® mile for every \$1 spent on all
- You earn 1 AAdvantage® mile for every \$1 spent on all other Net Purchases.
- AAdvantage® Miles earned will be posted to the primary cardmember's AAdvantage® Account typically within 4-6 weeks but it could take as long as 8-10 weeks.
- Barclays and American Airlines are not responsible for incorrectly coded purchases. Additional AAdvantage® miles 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 AAdvantage® miles. Balance transfers, cash advances (including cash equivalent transactions such as, but not limited to, the use of your Card 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 AAdvantage® miles.

Bonus AAdvantage® Miles

From time to time, we may offer bonuses of AAdvantage® miles or other incentives to new American Airlines AAdvantage® Aviator® Red Mastercard cardmembers in connection with an application for a new card account. These bonuses and/or incentives are intended for applicants who are not and have not previously been American Airlines AAdvantage® Aviator® Red Mastercard cardmembers. You understand and agree that you may no longer be eligible for any bonuses and/or incentives in connection with a new American Airlines AAdvantage® Aviator® Red Mastercard account after this Card 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 American Airlines AAdvantage® Aviator® Red Mastercard cardmember, we may revoke the bonus or incentive, or reduce your AAdvantage® miles by the amount of the bonus or incentive, or charge your Card Account for the fair value of the bonus or incentive, in our sole discretion

Redeeming AAdvantage® Miles

- American Airlines manages the AAdvantage® Program, including redemption. You can obtain information regarding the redemption options available by calling 800-433-7300 or online at aa.com/redeem.
- A portion of all travel booked on American Airlines may be American Eagle® service, operated by Compass Airlines, LLC, Envoy Air Inc., Republic Airline Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., PSA Airlines, Inc., or Piedmont Airlines, Inc.

AAdvantage® Miles Forfeiture

If your Card Account is closed for any of the following reasons, your AAdvantage® miles earned during that billing cycle but not yet sent to American Airlines will be forfeited:

- You or any authorized user(s) on the Card Account engages in any fraudulent or illegal activity through the use of your Card Account.
- You, or any authorized user(s) on the Card 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 a card 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 Card Account have negative public record information identified.
- Your history of Card Account usage.
- You or any authorized user(s) on the Card Account violate any of the Card Account Rewards Rules.
- Your Card Account is otherwise in default under your Cardmember Agreement with us.
- Your AAdvantage® Account is closed.

Additional Benefits of your Card Account

- Free Checked Bag
 Primary cardmembers may check one bag free of charge when traveling on domestic itineraries marketed and operated
- by American Airlines or on American Eagle® domestic itineraries marketed and operated by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., Mesa Airlines, Inc., Piedmont Airlines, Inc., PSA Airlines, Inc., Republic Airline Inc., or SkyWest Airlines, Inc. This benefit is not available for
- travel on codeshare flights booked with an American Airlines flight number but operated by another airline.

 Up to 4 companions traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation.
- For this benefit to apply, the Card Account must be open 7 days prior to air travel, and the reservation must include the primary cardmember's AAdvantage® Account number 7 days prior to air travel. If your Card Account is closed
- 7 days prior to air travel. If your Card Account is closed for any reason, these benefits will be cancelled. This benefit cannot be combined with any existing AAdvantage® Program elite program benefits, or premium cabin benefits, including any waiver of baggage charges. The first checked bag benefit does not apply to overweight or oversized bags. Please see aa.com for baggage weight and size restrictions. Applicable terms and conditions are subject to change without notice.

Preferred Boarding

Eligible cardmembers will board after priority boarding is complete, but before the rest of economy boarding. The boarding benefit will display on your American Airlines boarding pass as group 5. Up to 4 companions traveling with and listed in the same reservation as the primary cardmember are eligible to board at the same time as the primary cardmember. For this benefit to apply, the Card Account must be open 7 days prior to air travel, and the reservation must include the primary cardmember's AAdvantage® Account number 7 days prior to air travel. If your Card Account is closed for any reason, this benefit will be cancelled. This benefit applies to flights marketed and operated by American Airlines or on flights marketed by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., Republic Airline Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., PSA Airlines, Inc., or Piedmont Airlines, Inc. This benefit will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions

Anniversary Companion Certificate

 At each card anniversary, you will be eligible to earn 1 domestic economy fare companion certificate redeemable for 1 companion ticket at \$99 (plus taxes and fees) if you spend \$20,000 or more on eligible Net Purchases with your Card Account that have a transaction date within your cardmembership year (each 12-month period through and including your Card Account anniversary month) and your Card Account remains open for at least 45 days after your anniversary date. After the companion certificate is earned. please allow 1-2 weeks for it to be added to the primary cardmember's AAdvantage® account.

are subject to change without notice. Please see aa.com/ i18n/travel-info/boarding-process.jsp for more details.

· When the companion certificate is used according to its terms, you will pay a \$99 companion ticket fee plus government taxes and fees, the amount of which will depend on the itinerary (as of the date of these Card Account Reward Rules government taxes and fees range between \$21.60 and \$43.20), for a round-trip qualifying domestic economy fare ticket for a companion when an individual round-trip qualifying domestic economy fare ticket is purchased and redeemed through American Airlines Meeting Services. Companion certificate eligible travel must be booked and purchased from select economy inventory. The Companion certificate will be valid one year from the issue date. Companion certificate eligible travel is defined as travel on flights within the 48 contiguous United States. on flights marketed and operated by American Airlines, or on flights marketed by American Airlines and operated by

Compass Airlines, LLC, Envoy Air Inc., Republic Airline Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., PSA Airlines, Inc., or Piedmont Airlines, Inc. This is not available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. For residents of Alaska and Hawaii, companion certificate eligible travel is defined as round-trip travel originating in either of those two states and continuing to the 48 contiguous United States. Applicable terms and conditions are subject to change without notice. Details, terms and conditions, certain restrictions, and restricted dates apply and will be disclosed on the companion certificate. • This benefit may not be achievable based on the assigned

credit line and ability to maintain that credit line.

Anniversary \$25 Wi-Fi Credit

You will qualify for Wi-Fi statement credits up to a maximum of \$25 per Card Account each cardmembership vear (each 12-month period through and including your Card Account anniversary month) towards in-flight Wi-Fi sessions purchased on your Card Account. Transaction dates for each Wi-Fi purchase will be used to determine the cardmembership year in which each Wi-Fi purchase applies. This benefit applies to cardmembers in Good Standing, and flights that are marketed and operated by American Airlines, or marketed by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., Republic Airline Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., PSA Airlines, Inc., or Piedmont Airlines, Inc. This benefit will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Wi-Fi statement credits will appear on your Card Account Billing statement up to 4 weeks after each eligible purchase and corresponding Wi-Fi statement credit are posted to your Card Account. If your Card Account is closed, any outstanding Wi-Fi statement credits will be forfeited. Wi-Fi usage is subject to the terms of usage and restrictions of the Wi-Fi service provider. Additional terms, conditions and restrictions may apply and are subject to change without notice. Please visit aa.com/wifi for additional details.

Flight Cents™ ("Flight Cents")

- Participation in Flight Cents is optional. In order to participate
 in Flight Cents you must set your threshold by logging into
 your Card Account at AviatorMastercard.com to any dollar
 amount from \$1 to \$500. If you do not wish to participate
 in Flight Cents you should leave your threshold set to the
 default amount, which is \$0. The current threshold as of
 11:59pm ET on the end of the day before your billing cycle
 ends will be used as the threshold for the next billing cycle.
 You can view and update your threshold amount by logging
 into your Card Account at AviatorMastercard.com.
- Flight Cents rounds up purchases made by you and/or any authorized user of the Card Account as follows: when a purchase is not a whole dollar amount, it will be rounded up to the nearest whole dollar ("Flight Cents Amount") up to your threshold. For example, if you make a purchase in the amount of \$3.10, your Flight Cents Amount will be \$0.90.

 Your total Flight Cents Amount will be used to acquire AAdvantage® miles at the end of the day before each billing cycle ends, subject to the Card Account remaining in Good Standing. You will acquire 1 AAdvantage® mile through Flight Cents for every 2 cents that is rounded up. For example, if your total Flight Cents Amount is \$49, we will charge your Card Account that amount and you will acquire 2,450 AAdvantage® miles. When AAdvantage® miles acquired through Flight Cents are not whole amounts, any amount that is equal to or greater than 0.5 will be rounded up to the nearest whole mile. For example, if your AAdvantage® miles acquired through Flight Cents are 2,450.5, your AAdvantage® miles will be deemed to be 2,451. Any purchases not posted to your Card Account by the end of the day before your billing cycle ends will not be considered in the total Flight Cents Amount until the next billing cycle. The Flight Cents Amount and associated AAdvantage® miles will be reflected on your Card Account billing statement.

- Flight Cents Amounts are posted to your Card Account as purchases.
- Regardless of the occurrence of fraud, returns or the resolution of disputed purchases we will calculate the Flight Cents Amount based on all purchases that posted to your Card Account.
- If at the time of calculating the total Flight Cents Amount, there is inadequate credit line to include the total Flight Cents Amount, we will include the Flight Cents Amount up to your available credit limit. In the event there is no credit line available, we will not include any Flight Cents Amount for that billing cycle. In either case, all or a portion of the Flight Cents Amount for that billing cycle will be forfeited. Please note, even though any Flight Cents Amount that is posted to your Card Account will not cause you to go over your credit limit, any interest and fees that bill to your Card Account after the close of your billing cycle could cause your total balance to exceed your credit limit.
- AAdvantage® miles acquired through Flight Cents will be shown separately in the rewards summary section of your Card Account billing statement. An itemized list of Flight Cents Amounts will be available for viewing online by logging into your Card Account at AviatorMastercard.com and visiting the Flight Cents summary page.

25% Statement Credit for Inflight Purchases

Primary cardmembers whose Card Accounts are in Good Standing will qualify for a 25% savings as a statement credit on eligible inflight food and beverage purchases when purchased using the Card Account. Savings does not apply to any other inflight purchases, such as wireless internet access or inflight entertainment. This offer is available on eligible flights as long as supplies last. This benefit applies to flights marketed and operated by American Airlines and operated by Compass Airlines, LLC, Envoy Air Inc., Republic Airline Inc., SkyWest Airlines, Inc., Mesa Airlines, Inc., PSA Airlines, Inc., or Piedmont Airlines, Inc., where credit card transactions are accepted. This benefit will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. This savings will appear as a statement credit on your Card Account Billing statement up to 4 weeks after the purchase and corresponding inflight statement credit are posted to your Card Account, Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice. Please see aa.com/i18n/travel-info/ experience/dining/main-cabin-food.jsp for more details.

AAdvantage® DiningSM Program

Your Card Account is automatically enrolled in the AAdvantage® DiningSM Program. The AAdvantage® DiningSM Program is a way for AAdvantage® members to earn additional AAdvantage® miles by dining out at eligible bars or restaurants. You can earn even more miles by creating an AAdvantage® DiningSM profile. If you have provided us with a valid email address, you will be sent a welcome email from Rewards Network with additional information. Your AAdvantage® DiningSM membership is subject to the terms and conditions and privacy policy located at aa.rewardsnetwork.com. Applicable terms and conditions are subject to change without notice.

American Airlines VacationsSM Leisure Discount Program

You will receive a 10% discount on a non-flight components purchased with your Card Account via the unique American Airlines Vacations website exclusively for Aviator cardmembers. The program is subject to change without notice. Visit aavacations.com/aviator for complete details.

Responsibility of the Parties/Information Sharing
Barclays has no authority regarding the AAdvantage®
Program and is not responsible for any goods or services
offered by AAdvantage® Program. You authorize Barclays
to share information about your Card Account with
American Airlines and its affiliates, with the AAdvantage®
Dining™ program, and authorize American Airlines to share
information about your AAdvantage® Account, to the extent
needed to administer the AAdvantage® Program and the
Card Account. You also agree that Barclays may share
Card Account information as set forth in Barclays Privacy

needed to administer the AAdvantage® Program and the Card Account. You also agree that Barclays may share Card Account information as set forth in Barclays Privacy Policy. The Privacy Policy for Barclays is available online at AviatorMastercard.com. American Airlines is not a party to the Cardmember Agreement between you and Barclays, does not participate in any extension of credit, and has no authority regarding the Card Account and is not responsible for any goods or services offered by Barclays. For details on how American Airlines may use your information, please see the terms and conditions of the AAdvantage® Program at aa.com/aadvantage.

By participating in the AAdvantage® Program through use

Limitation and Release of Liability

redeem or possess AAdvantage® miles.

of the Card Account and accepting and using AAdvantage® miles and other benefits earned through use of the Card Account, you (on your behalf and on behalf of any person to whom you give the benefits from the AAdvantage® Program through the use of the Card Account) release, discharge and hold harmless Barclays, American Airlines, 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 AAdvantage® Program through use of the Card Account or travel taken or use of products purchased in connection with the AAdvantage® Program through use of the Card Account. Barclays has no liability in case of disagreement over issuance of AAdvantage® miles, items received through redemptions, or a cardmember's right to

Important General Program Disclosures

Barclays reserves the right to correct inaccurate AAdvantage® miles 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 Card Account Reward Rules or any aspects or features of the Card Account Reward Rules at any time without prior notice. All interpretations of the Card Account Reward Rules shall be in our sole discretion. Other significant terms may apply. All trademarks and service marks belong to their respective owners. Barclays is not responsible for typographical errors or omissions in this document, website, mobile app, or any marketing materials.

American Airlines reserves the right to change the AAdvantage® Program and its terms and conditions at any time without notice, and to end the AAdvantage® Program with six months' notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. Unless specified, AAdvantage® miles earned through use of the Account do not count toward elite-status qualification or AAdvantage® Million MilerSM status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® Program, visit aa.com/aadvantage. American Airlines, American Eagle, AAdvantage, AA Cargo, AAdvantage Dining, AAdvantage Million Miler, MileSAAver, Business Extra, the Flight Symbol logo and the Tail Design are marks of American Airlines, Inc. AAdvantage® miles earned through use of the Card Account cannot be combined with other discount or reward programs unless specifically authorized by us or American Airlines.

Customer Service

If you have any questions about your Card Account, please contact the Customer Service phone number on the back of your credit card.

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