# **Legal Terms and Conditions**

Interest Rates and Interest Charges		
Annual Percentage Rate (APR) for Purchases	<ul> <li>15.24%, 20.24% or 25.24% based on your credit worthiness.</li> <li>This APR will vary with the market based on the Prime Rate.</li> <li>0% promotional APR for six billing cycles from the transaction date on all "Qualifying NFL Team Ticket Purchases" (see below).</li> <li>After that, your APR for your Qualifying NFL Team Ticket Purchases will be 15.24%, 20.24% or 25.24% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.</li> </ul>	
APR for Balance Transfers	<ul> <li>0% introductory APR for the first fifteen billing cycles following each balance transfer that posts to your account within 45 days of account opening.</li> <li>After that, (and for balance transfers that do not post within 45 days of account opening) your APR will be 15.24%, 20.24% or 25.24% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.</li> </ul>	
APR for Cash Advances	25.49%  This APR will vary with the market based on the Prime Rate.	
How to Avoid Paying Interest on Purchases	Your due date is at least 23 days after the close of each billing cycle. We will not charge you interest on purchases if you pay your entire balance by the due date each month.	
Minimum Interest Charge	If you are charged interest, the charge will be no less than \$0.50	
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at http://www.consumerfinance.gov/learnmore.	

Fees		
Annual Fee	\$0	
Transaction Fees:		
Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.	
Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.	

Foreign Transaction	3% of each transaction in U.S. dollars.
Penalty Fees:	
Late Payment	Up to <b>\$37</b>
Returned Payment	Up to <b>\$37</b>

How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)".

### **Terms and Conditions Continued:**

<u>Important Information about the NFL Credit Card Program:</u> Offers may vary. Please carefully review the reward benefits (such as bonus miles/points and how miles/points are earned), interest rates and account fees and terms of this particular offer before applying.

## Special Promotional Offer for Qualifying NFL Game Ticket Purchase(s):

"Qualifying NFL Game Ticket Purchases" include tickets purchased from any participating NFL team ticket office using your NFL Extra Points credit card. This offer is only available for the purchase of NFL game tickets processed by a participating NFL team ticket office. Game tickets purchased from any non-NFL team ticket offices will not be eligible for the promotional APR offer.

<u>Agreement:</u> The use of any account opened in connection with this offer will constitute acceptance of and will be subject to the Cardmember Agreement that will be sent to you. The APRs, fees, and other account terms, as well as the benefits and features associated with the account are subject to change to the extent permitted by law. **You agree that if you are not approved for a Signature account you may be approved for a Platinum account.** 

**++Your Telephone Numbers:** By providing us with a telephone number(s), at the time you apply or anytime thereafter, you authorize us and our affiliates and agents, to contact you at that number about your account or other products or services, and to use an automated dialing service, pre-recorded message or text message. Standard text messaging and/or calling charges may apply.

About This Offer: You must be at least 18 years of age. This offer is available only to applicants who are residents of the United States, with the exception of Iowa, Puerto Rico and the US territories, and may not be available if you already have or have had an account with us. If at the time of your application you do not meet the credit or income criteria previously established for this offer, or the income you report is insufficient based on your current obligations, we may be unable to open an account for you, or you may receive a Platinum card. Platinum benefits differ from Signature benefits. Please review the materials provided with your card for details.

About Your Credit Report: You agree that we have a right to obtain a credit report in connection with our review of your application, and if we establish an account for you, to administer your account. You agree that we may report to others our credit experience with you. If you ask, we will tell the names and addresses of any credit bureaus from which we obtained a report about you.

About the Variable APRs on Your Account: We use the highest Prime Rate listed in the *The Wall Street Journal* on the last business day of each month. For the non-promotional purchase and balance transfer APR, we add either 11.74%, 16.74% or 21.74% to the Prime Rate based on your creditworthiness. For the cash advance APR, we add 21.99% to the Prime Rate. See your Cardmember Agreement for more detail. The APRs noted above are current as of 9/30/2016 using a Prime Rate of 3.5%.

Important Information About Procedures for Opening a New Account: To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. What this means to you: When you apply for an account, we will ask for your name, street address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see copies of identifying documents. We also ask for country of citizenship.

Balance Transfers. Here's How it Works: To request a balance transfer please enter the 15/16 digit account number from the MasterCard, Visa, American Express, or Discover Card account that you want us to process a balance transfer to. If the total amount you request exceeds the assigned credit line on your new account, we may either decline the request or send a partial payment to your creditor(s). The amount of available credit on your new account will be reduced by the amount transferred and the related balance transfer fees. We reserve the right to decline to process any requested balance transfer. We will not process a request to transfer a balance from any other account you may have with us. Balance transfers incur interest from the transaction date. You should not transfer the amount of any disputed purchase or other charge. if you do, you may lose your dispute rights.

Upon approval of your application we will process the requested balance transfer payment to the account(s) which you have requested on the 10th day after we've mailed you your card; during this 10 day time period you may cancel your balance transfer by contacting us at the number on the back of your card. A balance transfer may take up to 4 weeks to post to your other accounts. Continue to pay each creditor until the balance transfer appears on the other account as a credit. If you would like to complete a balance transfer from another account that is not a Visa, MasterCard, American Express or Discover Card account, please call the phone number on the back of your new credit card once you are approved. Balance transfers are subject to availability. We may deny balance transfer requests at any time and for any reason.

Avoiding Interest on Purchases: We will not charge you interest on any purchases if you pay your entire balance by the due date each month. In addition, during this introductory period we will not charge you interest on purchases if you pay by the due date each month your outstanding statement balance minus any new 0% introductory APR Balance Transfer balances. To avoid a late fee, you should pay at least the minimum payment due on your account each month.

<u>Credit Limit:</u> We do not permit applicants to request a specific credit limit. We do not consider a request for a balance transfer made with an application to be a request for a particular credit limit. We determine the credit limit on your account independent of and prior to processing any balance transfer request.

<u>Cash Equivalent Purchases:</u> The purchase of money orders, travelers' checks, foreign currency, lottery tickets, gambling chips, wire transfers and other similar transactions are treated as cash advances. Please see your Cardmember Agreement for details.

<u>New York Residents:</u> New York residents may contact the New York State Department of Financial Services by telephone (800) 342-3736, or visit the website, www.dfs.ny.gov (http://www.dfs.ny.gov/), for free information on comparative credit card rates, fees and grace periods.

Notice to Married Wisconsin Residents: No marital property agreement, unilateral statement or court decree under Wisconsin's marital property law will adversely affect our interests unless before your account is opened, you give us a copy of the agreement, statement or decree or we have actual knowledge of it.

About Us and This Credit Card Program: This credit card program is issued and administered by Barclays Bank Delaware (BarclayCard), located in Wilmington, DE. Any account opened in response to this application shall be governed by the laws of the State of Delaware. Visa is a registered trademark of VISA USA, Inc. and is used by us pursuant to a license.

**Express Delivery:** If you are approved for an account your card will be sent via next day FedEx delivery after your account is opened if your request for express delivery is made before 3:00pm ET of that day. If the request is made after 3:00pm ET delivery will be made the following day. Delivery will be made only to your home address and a signature is required. If you added an additional card user(s) on your application the additional card(s) cannot be expressed delivered.

The information contained in these disclosures is accurate as of 9/30/2016 and may change after this date.

#### **Information Sharing:**

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Barclays Bank Delaware and the NFL may share information about me and my account to the extent needed to administer the Extra Points Rewards Program.

#### **REWARD RULES**

#### **Extra Points Program Rules**

This document contains the official Rewards Program Rules (Program Rules) for the Extra Points Rewards Program (the Program) and includes important conditions and limitations. Use of your Extra Points Card (the Card) constitutes your acceptance of each of the terms described below and the terms of the Cardmember Agreement. Please read these Program Rules and keep this document in a safe place. Capitalized terms not defined in these Program Rules have the meaning ascribed to them in the Cardmember Agreement. "NFL" refers to the NFL Entities (defined as the National Football League, its Member Clubs, NFL Enterprises LLC, NFL Properties LLC, NFL International LLC, NFL Ventures, Inc., NFL Ventures, L.P., NFL Productions LLC, and each of their respective subsidiaries, affiliates, shareholders, officers, directors, agents, representatives and employees collectively).

#### **Program Administration**

The Extra Points credit card program is administered by Barclays Bank Delaware (Barclaycard) located in Wilmington, DE (we, us or our). Barclaycard is responsible for establishing the Terms and Conditions of the Program and reserves the right to modify, amend, or terminate the Program at any time. Gift cards are administered by Loyalty Edge, Inc. ("Loyalty Edge"), an independent company not affiliated with Barclaycard or the NFL.

NFL is not a party to the Cardmember Agreement between you and us, does not participate in any extension of credit, and has no authority regarding the Account. Barclaycard is the sole creditor and owner of the Account. Barclaycard's Privacy Policy is available online at BarclaycardUS.com. Barclaycard and the NFL will share information to the extent needed to administer the Extra Points Program.

To qualify for participation in the Program and to maintain your good standing:

- You must maintain an open Account that is not in default under your Cardmember Agreement with us.
- Your Account cannot have been inactive for 6 billing cycles in a row (representing approximately 6 months). "Inactive" means you have no balance, no payments, and no transactions.
- You must be an individual (corporations, partnerships, and other entities may not participate) and use the Card only for personal, family, or household expenses. If you do not keep your Account open, active, and in good standing, your enrollment in the Program may be cancelled and any unredeemed points may be forfeited.

#### **Earning Points**

You earn points based on new Net Purchases. "Net Purchases" means retail purchases made by you and/or any Authorized User(s) of the Card, less credits, returns, and adjustments that post to the account each periodic billing cycle.

- Earn two (2) points per dollar (\$1.00) spent on NFL, NFL Team (as outlined below) and DirectTV Net Purchases.
- NFL purchase transactions are Net Purchases made at NFLShop.com, NFL team retail stores, NFL Team online stores and NFL Team stadiums. DirectTV purchase transactions are Net Purchases made directly with DirectTV.

- Earn one (1) point for every dollar (\$1.00) spent on all other Net Purchases on the account.
- When a purchase transaction is not a whole dollar amount, any fraction equal to or greater than \$0.50 will be rounded up to the nearest whole dollar and any fraction equal to or less than \$0.49 will be rounded down to the nearest whole dollar. For example, if a Cardmember makes a purchase in the amount of \$49.49, 49 points will be awarded, but if the transaction amount is \$49.50, 50 points will be awarded.
- Balance Transfers, Cash Advances, Quasi-Cash Transactions (transactions in highly liquid assets, e.g. assets that are directly convertible to cash such as, but not limited to, money orders, traveler's checks, foreign currency and lottery tickets), fees, interest charges, and unauthorized/fraudulent transactions do not earn points.
- There is no limit to the total points you can earn as long as the Program continues and the Account is open, active, and in good standing.
- All points earned for purchases by the primary Cardmember and any authorized user(s) will be posted to the Account and be treated as earned by the primary Cardmember for purposes of the Program.
- Barclaycard reserves the right, at its sole discretion, to disqualify any Cardmember from participating in the Program and to invalidate any or all points earned for abuse, fraud, or any violation of the Program Rules.
- Bonus Points: Ten thousand (10,000) Bonus Points will be awarded after at least \$500.00 in Net Purchases (that are not later returned or rescinded) have been charged to the new account in **the first 90 days after account opening**. Bonus Points will be posted to your account at the close of your first billing statement after the qualifying transaction(s) have been posted.

#### **Redeeming Points**

To redeem points for rewards, Cardmember's should visit myNFLcard.com. Redemptions start at 2,500 points. You can redeem points for: NFL Gift Cards, NFL and Team Experiences, NFL Tickets and Cash Back in the form of a deposit directly into a US checking or savings account or for a statement credit applied to the Cardmember's account.

- There is no maximum number of points that may be redeemed in any billing cycle.
- All reward selections are subject to availability. Rewards are not returnable, exchangeable or refundable under any circumstance. Rewards are not replaceable if lost, stolen, destroyed or expired.
- Barclaycard, the NFL, and their suppliers have no liability in case of disagreement over issuance of or right to possess rewards or points and have no further obligation once the reward is issued.
- Cash back deposits will be transferred to your account within three to four (3-4) business days from the date of your redemption and there is a \$500 daily limit for cash back rewards deposited into a US checking or savings account.
- Statement credits will appear on the Account within one billing cycle after the points are redeemed. A statement credit does not constitute a payment and you are required to make your minimum payment due. Statement credit redemptions cannot be changed, are non-refundable and non-transferable.

#### **Important Information about Points**

- The following transactions are not considered Net Purchases and do not earn points: Account fees, interest, convenience checks, balance transfers, cash advances, cash equivalents as defined in your Cardmember Agreement, and purchases made by or for business or commercial purposes. In addition, any points awarded on purchases that are subsequently returned will be deducted from your total, and your points balance will be adjusted accordingly.
- As long as your Account remains open, active, and in good standing, your points will not expire.

- You have no property rights or other legal interest in points. Points have no cash value or value of any kind until they are fully redeemed.
- · Points may not be transferred or assigned.
- If the Cardmember is not credited for earned points or other benefits, once identified, the earned points or other benefits will be credited. If points or other benefits are not available, a comparable benefit will be provided as determined by us.
- In the event of any abusive, gaming, or fraudulent activity related to the Program, as determined by us in our sole discretion, we reserve the right to make corresponding points adjustments to your Account and/or to cancel your Account at any time.
- The Program is subject to all applicable laws and regulations. The redemption of points is void where prohibited by law. The sale or barter of any points or items received through redemption through the Program, other than by us, is expressly prohibited.

#### Additional Benefits of the Card

As an Extra Points Cardmember, you can receive a 20% discount when you use your card for purchases at NFLShop.com. To receive the discount, you must enter the first 6-digits from your Extra Points Credit Card number in the "Promo Code" field at checkout. Discount does not apply to taxes, shipping and handling charges, gift-wrapping or similar charges. Discount not applicable with returned merchandise; total discount will be deducted from the value of any returned item to which the discount applied. Cannot be combined with any other promotional offer nor is this offer valid on previous purchases. Entire order must be shipped to a single address and customer is responsible for all shipping costs for returned merchandise. Additional team-specific discounts may become available at any time, subject to availability. Barclaycard manages such discounts on a per team basis, with the ability to add and remove availability of such discounts, in its sole discretion.

#### **Points Restrictions**

You may not earn or redeem points during a billing cycle in which any of the following occur:

- You fail to make the minimum payment due by the payment due date.
- · Your Account becomes delinquent.
- Your Account does not remain in good standing as defined in the Cardmember Agreement.
- You engage in any illegal activity through the use of the Program or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.

#### **Points Forfeiture**

You may forfeit your points if any of the following occur:

- Your Account becomes delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Account for any reason.
- You engage in fraudulent activity on this Account.
- You engage in any illegal activity through the use of the Program or engage in activity that is deemed to be abusive or gaming conduct under the Program, as determined by us in our sole discretion.

#### Limitation and Release of Liability

By participating in the Program and accepting and using points earned through the Program, you (and any person to whom you give the benefits from the Program) release, discharge, and hold harmless Barclaycard 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 Program or travel taken or use of products purchased in connection with the Program. Barclaycard is not responsible for unauthorized redemptions on your Account. Barclaycard has no liability in case of disagreement over issuance of points or items received through redemptions or a Cardmember's right to possess points or make redemptions.

#### **Important General Program Disclosures**

The Program is subject to change without prior notification. 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. Points cannot be combined with other discount or reward programs unless specifically authorized by us.

We reserve the right to correct inaccurate rewards values represented on statements or our website, 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 Program Rules shall be at our sole discretion.

Points have no value except as used in accordance with the Terms and Conditions of the program. Barclaycard reserves the right to disqualify any Cardmember from participating in the program and to invalidate any or all points for, fraud or any violation of the program's Terms and Conditions.

Currently, rewards include NFL tickets, NFL and Team gift cards and NFL and Team-based experiences, Unless otherwise noted, Cardmembers will be responsible for all travel to and from each experience. Any Rewards that involve tickets to an NFL football game or the Super Bowl are subject to all standard Terms and Conditions of NFL tickets, including, without limitation, the Terms and Conditions on ticket backs and in fan guides.

By participating in the Program, and accepting and using points earned via the Program, you or any other beneficiary of the Program release, discharge and hold harmless Barclaycard, the NFL, their suppliers, and their respective 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 chosen as a Program reward.

Barclaycard, the NFL, and their suppliers are not responsible for unauthorized redemptions on your account. All questions or disputes regarding eligibility for the Program or eligibility for points for accrual or redemption will be resolved by Barclaycard in its sole discretion.

Team names/logos/indicia are trademarks of the teams indicated.

All other NFL-related trademarks are trademarks of the National Football League. Other trademarks mentioned in the Rewards catalogue are the property of their respective owners.

### **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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