

Legal Terms and Conditions

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	13.99%, 16.99% or 20.99% , based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Balance Transfers	0% introductory APR for the first fifteen billing cycles following each balance transfer that posts to your account within 45 days of account opening. After that, (and for balance transfers that do not post within 45 days of account opening) your APR will be 13.99%, 16.99%, or 20.99% based on your credit worthiness. This APR will vary with the market based on the Prime Rate.
APR for Cash Advances	25.24% 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:	
<ul style="list-style-type: none"> • Balance Transfer 	Either \$5 or 3% of the amount of each transfer, whichever is greater.
<ul style="list-style-type: none"> • Cash Advance 	Either \$10 or 5% of the amount of each cash advance, whichever is greater.
<ul style="list-style-type: none"> • Foreign Transaction 	0% of each transaction in U.S. dollars.

Penalty Fees: <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$37 (the amount of the fee varies by state, see below)</p> <p>Up to \$37 (the amount of the fee varies by state, see below)</p>
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How We Will Calculate Your Balance: We use a method called "daily balance (including new purchases)". If you are a resident of Iowa at the time the account is opened, we use a method called "average daily balance (including new purchases)".

Terms and Conditions Continued:

Important Information about the Carnival Credit Card Program: 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.

Fees that Vary by State:

Late Payment Fee: Up to **\$37** (Up to **\$15** for residents of Iowa at time of account opening).

Returned Payment: Up to **\$37** (Up to **\$15** for residents of Iowa at time of account opening).

Agreement: 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.

++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 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. 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 10.74%, 13.74% or 17.74% 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 6/18/2015 using a Prime Rate of 3.25%.

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.

Credit Limit: 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.

Cash Equivalent Purchases: 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.

New York Residents: 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. MasterCard is a registered trademark of MasterCard International Incorporated, 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 6/18/2015 and may change after this date.

Information Sharing:

Barclays' Privacy Policy is available online at www.BarclaycardUS.com. I agree that Carnival and Barclays may share information about me and my account to the extent necessary to administer the Carnival FunPoints Program in conjunction with the Carnival World MasterCard.

Carnival Rewards Program

The Carnival Mastercard credit card account is issued by Barclays Bank Delaware ("Barclaycard"). Barclaycard and Carnival are responsible for establishing the terms and conditions of the Carnival Rewards program (the "Program") and reserve the right to modify, amend or terminate the Program at any time. The words "we," "us" and "our" refer to Barclays Bank Delaware and its successor firms, subsidiaries or affiliates (collectively "Barclaycard").

The following Terms and Conditions apply to the Carnival Rewards Program ("Program"). Please read these Terms and Conditions carefully. Use of your Carnival Rewards Mastercard credit card Account ("Card") after you receive these Terms and Conditions will signify that you have read and agreed to all of the following provisions. As used in these Terms and Conditions, the words "you" or "Cardholder" means any client who holds an activated Card and is enrolled in the Program.

Eligibility

Program eligibility is restricted to Cardholders with Accounts that are open and in good standing as determined in our sole discretion. Your Card will not be in good standing for reasons that include, but are not limited to, (a) your account has been closed; (b) a payment has not been made when due; (c) a payment made to us is not honored by your bank; or (d) if you do not maintain the level of credit performance you maintained when approved. You must also use your card for at least one (1) purchase transaction every six (6) months (or have some type of account balance every six months). Failure to meet these requirements may result in account closure and/or forfeiture of all outstanding points earned. 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. The Account may only be used for personal, family or household purposes. You must be a consumer 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.

Point Accrual and Tracking

Cardmembers earn "Fun Points" ("Points") in the Program. Points are the measure used to value rewards for redemption. If a Card has multiple Cardholders, the Points will be assigned to the Account of the primary Cardholder of the Card. Cardmembers earn "Points" in the following amounts based upon the type of purchase transaction charged to the Account:

- (a) two (2) points per one dollar (\$1) on Carnival Cruise vacation and Carnival Vacation Club transactions,

(b) two (2) points per one dollar (\$1) on any purchases charged to the Sail and Sign account onboard any Carnival cruise ship, and

(c) one (1) point per one dollar (\$1) spent on all other transactions.

Points earned are based on the new net retail transaction activity ("Net Purchases" i.e. purchases less credits, returns and adjustments) charged to the Card during each periodic billing cycle. When a purchase or 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 Cardholder 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.

Transactions that are not eligible to earn Points include, but are not limited to, cash advances including ATM withdrawals, PIN-based Debit Card transactions, money orders, balance transfers, convenience checks, drafts, fees, finance charges, purchases made on a line of credit and travelers check purchases. Cash Advances at the Casino are not eligible for rewards.

Earned Points will generally be added to your account and available for use within one week after the date of posting to the account. Point earnings are not based on purchase date but on the date the transaction is submitted/posted to us, which is usually within one week of the purchase. (International purchases may take up to 30 days to post.) Points will be itemized on the Cardmember's periodic statement and will indicate total number of points earned, points redeemed and points carried over during the statement month.

We reserve the right to exclude from Net Purchases unauthorized Purchases and Purchases which are added to your Account after you are past due or over limit. We reserve the right to add other transactions to the list of ineligible transactions at our discretion and at any time. Any questions regarding eligibility of transactions shall be determined by us in our sole discretion. Previously awarded Points relating to ineligible transactions shall be forfeited.

If Points for credit, returns or other adjustments exceed new Purchases during a billing cycle, we will report negative Net Purchases. No retroactive Points will be awarded.

Points Redemption

Statement Credit

Cardmembers may redeem Points for a statement credit toward a Carnival Cruise Lines, Costa Cruises, Cunard Line, Holland America Line, Princess Cruises or The Yachts of Seabourn or an airline or hotel that posts to their Account that is equal to or greater than \$50 and made within the last 180 days. The amount of Points needed to redeem will vary by transaction. To redeem points access your account at www.BarclaycardUS.com (<http://www.barclaycardus.com/>) and go to the Rewards tab. The statement credit will appear on the Account within one billing cycle after the Points are redeemed. There is no maximum number of Points that may be redeemed in any billing cycle.

If any statement credit you received was awarded based on purchases not authorized by you, or if credits or returned purchases from previous statements post in any subsequent review period and such returned purchases exceed the Points value on your Account, Barclaycard may assess your Account for any statement credits previously applied to 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.

Onboard Amenities

Cardmembers may redeem Points for Onboard amenities and packages to be delivered onboard the ship during

the guest's cruise and are only available in conjunction with an applicable cruise vacation. In the event that an item is unavailable or temporarily out of stock, the item may be substituted at Carnival Cruise Line's discretion. Onboard gift voucher may not be redeemed for onboard credit and has no cash value. Orders for onboard amenities will be accepted up to 15 days prior to the passenger's cruise departure date.

Gift Cards/Certificates and Merchandise Rewards

Cardmembers 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 the Cardmember. 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 a Cardmember redeems 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 www.BarclaycardUS.com (<http://www.barclaycardus.com/>) and clicking on the 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 Card is not applicable to Rewards.

You will have 5 years to redeem your Points unless your Account is terminated earlier for inactivity. Points will expire and be forfeited 5 years from the date the earned Points post to your monthly statement. Points will be redeemed on a first-in, first-out basis.

Redeemed rewards are not refundable, replaceable, or transferable for cash, credit, other rewards, or points under any circumstances.

All rewards are subject to availability. Certain rewards are available only during the time periods described in the Program communications. Merchants participating in the Program are subject to change. Some rewards have limited availability. Substitutions that we deem to be of equal or greater value may be necessary. Country of item's origin may change.

Any additional travel or accommodation arrangements made in connection with any reward will be your sole responsibility. The Cardmember is responsible for payment of any Passenger Facility Charges, air segment taxes, departure taxes, Customs fees, excess baggage charges or any other charges assessed by governmental entities or airlines as a result of travel under this program.

We reserve the right to alter, substitute or terminate all or any part of the Program or any Program Reward ("Reward"), or to modify the Terms and Conditions of the Program or Points previously earned therein for any reason in our sole discretion. In accumulating Points, you may not rely upon the continued availability of any Rewards or Point redemption level for a Reward; you may not be able to obtain all offered Rewards. Any Reward may be withdrawn or subject to increased Point redemption requirements and/or new restrictions at any time.

Should we decide to terminate the Program, we will provide not less than 30 days prior written notice to current Cardholders and reasonable options for redemption of such outstanding Points. If your Card is closed, you will no longer earn Points or be allowed to redeem outstanding Points.

Points cannot be transferred or sold.

Balance Transfer Bonus Points – NEW ACCOUNTS ONLY

Up to 10,000 bonus “FunPoints” – 5,000 for 1st use (purchase or balance transfer) plus 1 “FunPoint” for every \$1 in balance transfers that post to the account in the first 30 days after the Account is opened, up to a max of 5,000 “FunPoints”.

Rewards Information

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. Neither Barclaycard nor Carnival provide tax advice.

Points have no value except as used in accordance with the Terms and Conditions of the Program.

Barclaycard reserves the right to disqualify any Cardholder from participating in the Program and to invalidate any or all Points for abuse, fraud or any violation of the Program’s Terms and Conditions.

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, Carnival, 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 and Carnival are not responsible for unauthorized redemptions on your account.

Barclaycard has no liability in case of disagreement over issuance of or right to possess Points.

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.

Questions regarding the Program, including questions about your” FunPoints” (“Point”) balance and/or Point redemption, may be directed to Barclaycard Customer Care at 1-866-255-1304. Agents are available 24 hours a day, 7 days a week.

Carnival 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.

The Carnival Mastercard credit card is issued by Barclaycard pursuant to a license from Mastercard U.S.A. Incorporated. Mastercard is a registered service mark and/or trademark of Mastercard Incorporated.

All other trademarks, registered trademarks and service marks belong to their respective owners. We are not responsible for typographical errors or omissions in this brochure.

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