

CITI DISCLOSURES**Interest Rates and Interest Charges**

Annual Percentage Rate (APR) for Purchases	<p>15.24%, 17.24%, or 19.24%, based on your creditworthiness.</p> <p>These APRs will vary with the market based on the Prime Rate.*</p>
APR for Balance Transfers	<p>15.24%, 17.24%, or 19.24%, based on your creditworthiness, for transfers completed within 2 months from date of account opening.</p> <p>These APRs will vary with the market based on the Prime Rate.*</p>
APR for Cash Advances	<p>25.24%</p> <p>This APR will vary with the market based on the Prime Rate.*</p>
Penalty APR and When it Applies	<p>Up to 29.99%, based on your creditworthiness. This APR will vary with the market based on the Prime Rate.*</p> <p>This APR may be applied to your account if you:</p> <ul style="list-style-type: none"> (1) Make a late payment or (2) Make a payment that is returned. <p>How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.</p>
Paying Interest	<p>Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.</p>
Minimum Interest Charge	<p>If you are charged interest, the charge will be no less than 50 cents.</p>
For Credit Card Tips from the Consumer Financial Protection Bureau	<p>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.</p>

Fees

Annual Fee	None
Transaction Fees	

<ul style="list-style-type: none"> • Balance Transfer • Cash Advance • Foreign Purchase Transaction 	<p>Either \$5 or 3% of the amount of each transfer, whichever is greater.</p> <p>Either \$10 or 5% of the amount of each cash advance, whichever is greater.</p> <p>3% of each purchase transaction in US dollars.</p>
<p>Penalty Fees</p> <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$35</p> <p>Up to \$35</p>

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)." For further details, please see Additional Disclosures or Card Agreement that will be provided to you before you can begin using your new card.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Additional Disclosures or Card Agreement that will be provided to you before you can begin using your new card.

New York residents may contact the New York State Banking Department to obtain a comparative listing of credit card rates, fees and grace periods by calling 1-877-226-5697.

Payment Allocation: We may apply the portion of your payments up to your Minimum Payment Due to lower APR balances first, including transferred balances. Generally, payments above your Minimum Payment Due will be applied to your highest rate balance first.

***Prime Rate:** Variable APRs are based on the 3.25% Prime Rate as of 11/01/2015.

TERMS AND CONDITIONS OF OFFER

- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your account.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth, and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a Citi[®] Hilton HHonors[™] Visa Signature[®] credit card, you must meet our applicable criteria bearing on creditworthiness. Your credit limit will be determined by your annual salary and wages, your other annual income and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your credit limit when you receive your card. Some credit limits may be as low as \$3000. Please note that cash advances may be limited to a portion of your credit limit.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

Balance Transfer Instructions:

1. After receiving your card, you may call the customer service number on the back of your card to transfer balances. However, if

you are presented with the option to transfer a balance with your application, it will take at least 14 days after your account is opened to process balance transfer payments. During this time you may cancel or modify your balance transfer request by calling the number on the back of your card.

2. You may transfer any amount, but the total amount of your balance transfers and balance transfer fees must be less than your available revolving credit limit. Be sure you do not transfer any disputed purchase or other charge amount, as you may lose your dispute rights. You cannot transfer balances from other accounts issued by Citibank, N.A. or its affiliates. If you are unsure of the issuer on the account, please visit www.citi.com/affiliatesproducts for a list of Citi products and affiliates.

3. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we pay the amount of the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced by the total amount of the transfers, including fees, we approve.

Things You Should Know About Your Balance Transfer Offer:

- If you transfer a balance with this offer, interest will be charged on purchases made with your credit card, unless your purchases have a 0% APR, or you pay the entire balance (including any transferred balances) in full each month by the payment due date.
- Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory or other promotional rate applies.
- If you default under your card agreement you may lose any promotional APR on the balance transfer.

Reward Program Information

Earn Hilton HHonors Bonus Points

Hilton HHonors Bonus Points will appear in your Hilton HHonors account within 4-6 weeks after you have met the purchase requirements.

You will earn 6 HHonors Bonus Points for each dollar on hotel stays within the Hilton Portfolio, 3 HHonors Bonus Points for each dollar spent at supermarkets, gas stations and drug stores and 2 HHonors Bonus Points for other purchases.

To qualify for 6 HHonors Bonus Points per dollar spent, purchases including but not limited to charges at hotel restaurants, lounges, retail stores, or spas, must be charged to a cardmember's hotel room bill and settled using the Citi Hilton HHonors Visa card upon checkout. Certain on-property vendors may not permit cardmember to charge to their hotel room, and such charges are not eligible to earn 6 HHonors Bonus Points per dollar spent. Hotels are responsible for classifying transactions to enable Citi to recognize which ones qualify for 6 HHonors Bonus Points. If Citi receives a transaction without that information, Citi is unable to recognize that it qualifies. Citi reserves the right to determine which transactions qualify for 6 HHonors Bonus Points.

Supermarkets are stand-alone merchants that primarily sell a complete line of food merchandise for home consumption. Drugstores are stand-alone merchants that sell prescription and proprietary drugs and non-prescription medicines. Gas stations are stand-alone merchants that sell vehicle fuel for consumer use. Purchases made at warehouse clubs, discount stores, department stores and convenience stores do not qualify. We do not determine whether merchants appropriately identify transactions, but we do reserve the right to determine which purchases qualify for the 3 HHonors Bonus Points per dollar spent on these categories.

Eligible Purchases

Hilton HHonors Bonus Points are earned on purchases except returned goods and services, cash advances, convenience checks, transferred balances, credits, account fees and interest charges. Hilton HHonors Bonus Points will appear in your Hilton HHonors account within 4-6 weeks after you have met the purchase requirements and do not count toward elite tier qualification. Visit HHonors.com/Terms for complete Terms and Conditions.

Reward Nights

Hilton HHonors Points required for a reward night vary based on the category of hotel and whether the reward night is redeemed at a location during a peak or off-peak period. Visit HHonors.com/HotelRewards to see the number of points required to book rewards stays at each category level. Reward nights and Bonus points are defined by HHonors in the HHonors program Terms and Conditions. Visit HHonors.com/Terms for complete details.

Complimentary Hilton HHonors Silver Status

HHonors Silver status is complimentary as a Citi[®] Hilton HHonors[™] Visa cardmember.

Two Ways to Gold Status

If a cardmember wishes to obtain HHonors Gold status, just complete four qualifying stays within first 90 days of cardmembership. A cardmember can also upgrade to HHonors Gold status by making \$20,000 or more in purchases each calendar year. You will retain Gold status for the remainder of the calendar year in which it was earned through the end of the following calendar year. Stays must be charged to the cardmember's hotel room bill and settled using your Citi Hilton HHonors Visa Signature card upon checkout to count towards the fast track requirement. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, account fees and interest charges. Allow 4-6 weeks from completion of purchase requirements for your status to be upgraded.

Annual Loyalty Bonus

Purchases must be charged to the cardmember's hotel room bill and settled using your Citi Hilton HHonors Visa Signature card upon checkout. Returned goods and services do not count towards the spend requirement. Certain on-property vendors may not permit cardmember to charge to their hotel room, and such charges do not count towards the spend requirement. Your Citi Hilton HHonors Visa Signature card account must be open and current at the time the points are awarded. Hotels are responsible for

classifying transactions to enable Citi to recognize which ones qualify as a hotel within the Hilton Portfolio. If Citi receives a transaction without that information, Citi is unable to recognize that it qualifies. Citi reserves the right to determine which transactions qualify for a hotel stay. Allow 4-6 weeks from December 31 for points to be posted.

Visit HHonors.com/Terms for complete Terms and Conditions

Hilton HHonors membership, earning of Points & Miles™, and redemption of points are subject to HHonors Terms and Conditions. © 2015 Hilton Worldwide.

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APR for Cash Advances	25.24% This APR will vary with the market based on the Prime Rate.*
Penalty APR and When it Applies	Up to 29.99% , based on your creditworthiness. This APR will vary with the market based on the Prime Rate.* This APR may be applied to your account if you: <ol style="list-style-type: none"> (1) Make a late payment or (2) Make a payment that is returned. How Long Will the Penalty APR Apply? If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
Paying Interest	Your due date is at least 23 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance by the due date each month. We will begin charging interest on cash advances and balance transfers on the transaction date.
Minimum Interest Charge	If you are charged interest, the charge will be no less than 50 cents.
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	\$95
Transaction Fees • Balance Transfer	Either \$5 or 3% of the amount of each transfer, whichever is greater.

<ul style="list-style-type: none"> • Cash Advance • Foreign Purchase Transaction 	<p>Either \$10 or 5% of the amount of each cash advance, whichever is greater.</p> <p>None.</p>
<p>Penalty Fees</p> <ul style="list-style-type: none"> • Late Payment • Returned Payment 	<p>Up to \$35</p> <p>Up to \$35</p>

How We Will Calculate Your Balance: We use a method called "daily balance (including current transactions)." For further details, please see Additional Disclosures or Card Agreement that will be provided to you before you can begin using your new card.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in the Additional Disclosures or Card Agreement that will be provided to you before you can begin using your new card.

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***Prime Rate:** Variable APRs are based on the 3.25% Prime Rate as of 11/01/2015.

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- This offer is only valid for new accounts. You must be at least 18 years of age. If you are married, you may apply for a separate account. Citibank, N.A. ("we" or "us") is the issuer of your account.
- Federal law requires us to obtain, verify, and record information that identifies each person who opens an account, in order to help the government fight the funding of terrorism and money laundering activities. To process the application, we must have your name, street address, date of birth, and other identifying information, and we may ask for identifying documents from you as well.
- Please allow four weeks from date of submission to process a completed application.
- We may gather information about you, including from your employer, your bank, credit bureaus, and others, to verify your identity and determine your eligibility for credit, renewal of credit, and future extensions of credit. If you ask us, we will tell you whether or not we requested a credit bureau report and the names and addresses of any credit bureaus that provided us with such reports.
- To receive a Citi® Hilton HHonors™ Reserve card, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit will be determined by your annual salary and wages, your other annual income and a review of your debt, including the debt listed on your credit report. You will be informed of the amount of your revolving credit limit when you receive your card. Some revolving credit limits may be as low as \$3,000. Please note that cash advances may be limited to a portion of your revolving credit limit.
- **Notice to Ohio Residents:** The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers, and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.
- **Notice to Wisconsin Residents:** No marital property agreement, unilateral statement, or court decree adversely affects our rights, unless you give us a copy of such agreement, statement or court order before we grant you credit, or we have actual knowledge of its terms before your account is opened.

IMPORTANT INFORMATION ABOUT BALANCE TRANSFERS

Balance Transfer Instructions:

1. After receiving your card, you may call our customer service number to transfer your high rate balances. However, if you are presented with the option to transfer a balance with your application, it will take at least 14 days after your account is opened to process balance transfer payments. During this time you may cancel or modify your balance transfer request by calling the number on the back of your card.

2. You may transfer any amount, but the total amount of transfers and balance transfer fees must be less than your available revolving credit limit. Be sure you do not transfer any disputed purchase or other charge amount, as you may lose your dispute rights. You cannot transfer balances from other accounts issued by Citibank, N.A. or its affiliates. If you are unsure of the issuer on the account, please visit www.citi.com/affiliatesproducts for a list of Citi products and affiliates.

3. Continue to make payments on your other accounts until you have confirmed this balance transfer has been received. Once approved, we pay the amount of the balance transfer directly to that issuer. The available revolving credit limit for your new card will be reduced by the total amount of the transfers, including fees, we approve.

Things You Should Know About Your Balance Transfer Offer:

- If you transfer a balance with this offer, interest will be charged on purchases made with your credit card, unless your purchases have a 0% APR, or you pay the entire balance (including any transferred balances) in full each month by the payment due date.
- Balance transfers are made available at our discretion. All balance transfers are subject to the standard purchase APR unless an introductory or other promotional rate applies.
- If you default under your card agreement you may lose any promotional APR on the balance transfer.

Reward Program Information

Earn Hilton HHonors Bonus Points

You will earn 10 HHonors Bonus Points for each dollar spent on hotel stays within the Hilton Portfolio, 5 HHonors Bonus Points for each dollar spent on airline and car rental purchases and 3 HHonors Bonus Points for all other purchases.

To qualify for 10 HHonors Bonus Points per dollar spent, purchases including but not limited to charges at hotel restaurants, lounges, retail stores, or spas, must be charged to a cardmember's hotel room bill and settled using the Citi Hilton HHonors Visa card upon checkout. Certain on-property vendors may not permit cardmember to charge to their hotel room, and such charges are not eligible to earn 10 HHonors Bonus Points per dollar spent. Hotels are responsible for classifying transactions to enable Citi to recognize which ones qualify for 10 HHonors Bonus Points. If Citi receives a transaction without that information, Citi is unable to recognize that it qualifies. Citi reserves the right to determine which transactions qualify for 10 HHonors Bonus Points.

Airlines are defined as transactions from airlines or air carriers. Car Rentals are defined as transactions involving the short-term or long-term rentals of cars, trucks, or vans. We do not determine whether merchants appropriately identify transactions, but we do reserve the right to determine which purchases qualify for the 5 HHonors Bonus Points per dollar spent on these categories.

Hilton HHonors Bonus Points will appear in your Hilton HHonors account within 4-6 weeks after you have met the purchase requirements.

Reward Nights

Hilton HHonors Points required for a reward night vary based on the category of hotel and whether the reward night is redeemed at a location during a peak or off-peak period. Visit HHonors.com/HotelRewards to see the number of points required to book rewards stays at each category level. Reward nights and Bonus Points are defined by HHonors in the HHonors program Terms and Conditions. Visit HHonors.com/Terms for complete details.

Weekend Night Certificate

Weekend night certificate(s) is (are) earned after purchase requirements have been met using your Citi Hilton HHonors Reserve Card. Weekend night certificate is valid for one (1) weekend night standard accommodation, double occupancy, subject to availability, at properties in the Hilton Portfolio, excluding those listed at HHonors.com/weekendcertificate. The weekend night certificate applies only to room rate and corresponding taxes, and does not apply to any applicable gratuities, resort fees or incidental charges. Weekend night certificate is valid for twelve (12) months after the date of issuance, as noted on the certificate. You must follow all terms stated on the certificate when redeeming or the certificate may not be honored. Purchases made using additional cards on the primary cardmember's account will count toward the primary cardmember's purchase requirements; however, additional cardholders are not eligible to earn a certificate. Your Citi Hilton HHonors Reserve card account must be open and current at the time the certificate is issued. For complete Terms and Conditions, please refer to your certificate.

Please allow 6-8 weeks after purchase requirements have been met to receive your certificate via email. If you do not have an email registered with HHonors, you must call 1-800-HHonors to receive and redeem your certificate.

One Anniversary Bonus Weekend Night Certificate

To receive the weekend night certificate, you must spend \$10,000 on purchases within a year (starting from your Annual Fee Date) and your account needs to remain open for at least one billing period after your Annual Fee Date. Your Annual Fee Date is the date that your card account is billed for your annual fee and resets each year on that date.

Please allow 6-8 weeks to receive your certificate via email. If you do not have an email registered with HHonors, you must call 1-800-HHonors to receive and redeem your certificate.

Complimentary Hilton HHonors Gold Status

HHonors Gold status is complimentary as long as you are a Citi[®] Hilton HHonors[™] Reserve card member. You will retain Diamond status for the remainder of the calendar year in which it was earned through the end of the following calendar year. Thereafter, in order to maintain Diamond status, you must meet the annual qualifying purchase requirement with your Citi Hilton HHonors Reserve card or meet the standard requirements outlined in the Hilton HHonors program. Purchases exclude returned goods and services, cash advances, convenience checks, transferred balances, credits, account fees and interest charges. Allow 4-6 weeks from completion of purchase requirements for your status to be upgraded. For more information on Gold or Diamond status including how

to maintain Diamond status and complete Terms and Conditions, visit HHonors.com/Terms.

Eligible Purchases

Hilton HHonors Bonus Points are earned on purchases except returned goods and services, cash advances, convenience checks, transferred balances, credits, account fees and interest charges. Hilton HHonors Bonus Points will appear in your Hilton HHonors account within 4-6 weeks after you have met the purchase requirements and do not count toward elite tier qualification. Visit HHonors.com/Terms for complete Terms and Conditions.

Hilton HHonors membership, earning of Points & Miles™, and redemption of points are subject to HHonors Terms and Conditions. © 2014 Hilton Worldwide.

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