

# Legal Terms and Conditions

| Interest Rates and Interest Charges                                       |   |
|---|---|
| <b>Annual Percentage Rate (APR) for Purchases</b>                         | <b>15.99%, 19.99% or 24.99%</b> , based on your credit worthiness.<br><br>This APR will vary with the market based on the Prime Rate.   |
| <b>APR for Balance Transfers</b>  | <b>0%</b> introductory APR for the first 15 billing cycles following each balance transfer that posts to your account within 45 days of account opening.<br><br>After that, (and for balance transfers that do not post within 45 days of account opening) your APR will be <b>15.99%, 19.99%, or 24.99%</b> based on your credit worthiness. This APR will vary with the market based on the Prime Rate. |
| <b>APR for Cash Advances</b>  | <b>25.24%</b><br><br>This APR will vary with the market based on the Prime Rate.  |
| <b>How to Avoid Paying Interest on Purchases</b>                          | 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.  |
| <b>Minimum Interest Charge</b>  | If you are charged interest, the charge will be no less than \$0.50   |
| <b>For Credit Card Tips from the Consumer Financial Protection Bureau</b> | <b>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 <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>.</b>  |

| Fees   |  |
|--|--|
| <b>Annual Fee</b>  | <b>\$89</b>  |
| <b>Transaction Fees:</b> <ul style="list-style-type: none"><li>• Balance Transfer</li><li>• Cash Advance</li><li>• Foreign Transaction</li></ul> | <p>Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</p> <p>Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</p> <p><b>0%</b> of each transaction in U.S. dollars.</p> |
| <b>Penalty Fees:</b>   |  |

|  |  |
|--|--|
| <ul style="list-style-type: none"> <li>• Late Payment</li> </ul>     | Up to <b>\$37</b> (the amount of the fee varies by state, see below) |
| <ul style="list-style-type: none"> <li>• Returned Payment</li> </ul> | Up to <b>\$37</b> (the amount of the fee varies by state, see below) |

**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 Hawaiian Airlines Bank of Hawaii World Elite 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 12.74%, 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 9/18/2015 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 reconsider 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) (<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 9/18/2015 and may change after this date.

**Information Sharing:**

Barclays' Privacy Policy is available online at [www.BarclaycardUS.com](http://www.BarclaycardUS.com). I agree that Barclays Bank Delaware, Hawaiian Airlines and Bank of Hawaii may share information about me and my Account to the extent needed to administer the Hawaiian Airlines® World Elite MasterCard® in conjunction with the Hawaiian Airlines® World Elite MasterCard® Rewards Program.

## **Hawaiian Airlines Rewards Program Rules**

This document contains the official Rewards Program Rules (“Program Rules”) for the Hawaiian Airlines MasterCard Program (the “Program”) and includes important conditions and limitations. Use of your Hawaiian Airlines MasterCard Account 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.

### **Program Administration**

This Account is issued by Barclays Bank Delaware (Barclaycard) located in Wilmington, DE (“we”, “us” or “our”). Barclaycard is solely responsible for all credit and eligibility standards and determination of account issuance. HawaiianMiles® is a frequent flyer program offered by Hawaiian Airlines and is not a product or program of Barclaycard. Hawaiian Airlines is solely responsible for establishing the terms and conditions of your participation and mileage accumulation in the Program and may change the Program Rules at any time with or without prior notice. To qualify for participation in the Program and to maintain an account in good standing:

- You must maintain an open and active Credit Card Account that is not in default under your Cardmember Agreement with us.
- You must pay your annual fee.
- Your Credit Card 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.

### **Earning HawaiianMiles**

35,000 bonus HawaiianMiles are earned if you use your new Credit Card Account for \$1,000 in Net Purchases within ninety (90) days of your Credit Card Account being opened.

You earn HawaiianMiles on retail Purchases with the Hawaiian Airlines World Elite MasterCard (the “Card”), less credits, returns and adjustments (“Net Purchases”) made by you and/or any Authorized User(s) of the Card.

Cardmembers will receive one (1) HawaiianMiles for every one U.S. dollar (\$1.00) of Net Purchases made on the Account rounded to the nearest dollar and two (2) HawaiianMiles for every one U.S. dollar (\$1.00) of Net Purchases directly from Hawaiian Airlines. HA Vacation Packages and Duty Free purchases made inflight on Hawaiian Airlines are not considered direct purchases from Hawaiian Airlines and therefore do not qualify for the two HawaiianMiles for every one U.S. dollar (\$1.00) of Net Purchases.

From time to time, Barclaycard (“We”) may offer bonuses or HawaiianMiles or other premiums (for example, First Use HawaiianMiles, First Use Certificates) to new Hawaiian Airlines MasterCard Cardmembers. Unless otherwise stated in the offer, these bonuses and /or Rewards are intended for persons who are not and have not previously been Hawaiian Airlines MasterCard Cardmembers. You understand and agree that, unless we otherwise state, you are no longer eligible to receive these bonuses and/or Rewards for any new Hawaiian Airlines MasterCard account you open after this Account is opened. If you receive a bonus or Reward for which you are not eligible, we may revoke the bonus or Reward, or reduce your HawaiianMiles by the amount of the bonus or Reward, or charge your Account for the fair value of the bonus or Reward, at our option.

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, travelers checks, foreign currency and lottery tickets), fees, interest charges, and unauthorized/fraudulent transactions do not earn HawaiianMiles.

There is no limit to the total HawaiianMiles you can earn as long as the Program continues and the Cardmember’s Credit Card Account is open and in good standing.

Barclaycard reserves the right, at its sole discretion, to disqualify any Cardmember from participating in the Program and to invalidate any or all HawaiianMiles earned for abuse, fraud, or any violation of the Program Rules.

### **Redeeming HawaiianMiles**

To redeem HawaiianMiles for flights on Hawaiian Airlines, sign-in to your HawaiianMiles account at [HawaiianAirlines.com](http://HawaiianAirlines.com).

Visit [HawaiianAirlines.com](http://HawaiianAirlines.com) for more details about Hawaiian Airlines redemption policies and procedures. Standard HawaiianMiles Terms and Conditions apply. See [HawaiianAirlines.com](http://HawaiianAirlines.com) for complete terms.

### **Important Information about HawaiianMiles**

Earned HawaiianMiles do not expire if there is HawaiianMiles account activity (earnings or redemptions). If there is no activity within 18 consecutive months, Hawaiian Airlines will expire the HawaiianMiles accrued on a member's account.

You have no property rights or other legal interest in HawaiianMiles. HawaiianMiles have no cash value.

You are solely responsible for any taxes that may be owed as a result of HawaiianMiles earned and/or redeemed. Please consult your tax advisor if you have tax questions about the Program. Barclaycard does not provide tax advice.

If the Cardmember is not credited for earned HawaiianMiles or other benefits, once identified, the earned HawaiianMiles or other benefits will be credited. If HawaiianMiles or other benefits are not available, a comparable benefit will be provided as determined by us.

The Program is subject to all applicable laws and regulations. The redemption of HawaiianMiles is void where prohibited by law. The sale or barter of any Reward offered through the Program is expressly prohibited.

### **HawaiianMiles Restrictions**

You may not earn HawaiianMiles associated with your credit card 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 Credit Card Account becomes delinquent.
- Your Credit Card Account is not in good standing as defined in the Cardmember Agreement.

### **HawaiianMiles Forfeiture**

We require that your Credit Card Account be open and that you maintain your account in good standing to participate in this rewards program. If your Credit Card Account is closed, you will forfeit your HawaiianMiles earned in that billing cycle. You may forfeit your HawaiianMiles associated with your Credit Card Account if any of the following occur:

- Your Credit Card Account becomes seriously delinquent, as determined by Barclaycard at its sole discretion.
- You or we close your Credit Card Account for any reason.
- There is fraudulent activity on this Credit Card Account. Call the number on the back of your Card if you need more information.
- Violation of the HawaiianMiles Program terms and conditions.

### **Program Membership**

If you included the Primary Cardmember's HawaiianMiles membership number in the application, we will add that number to your Credit Card Account automatically.

If the membership number that you provided is found to be invalid or you did not provide us with a membership number, a new HawaiianMiles membership account number will be assigned to the Primary Cardmember.

Only one HawaiianMiles Program membership will be established regardless of whether your Account is an individual account or an account with an authorized user.

## **Companion Travel Discount**

You are eligible to receive a single one-time 50% off discount toward one published full coach roundtrip fare for a companion.

You are also eligible to receive one companion discount for \$100 discount off one companion coach roundtrip ticket at each Credit Card Account anniversary.

These discounts are good on roundtrip coach travel between Hawaii and North America booked directly with Hawaiian Airlines through the Primary Cardmember's HawaiianMiles account.

The discount will be off of one published full coach roundtrip base fare for a companion, which does not include taxes, fees, or surcharges, with the purchase of one published full coach roundtrip fare. Additional taxes, fees and charges including Passenger Facility Charge, Federal Excise Taxes, Canadian VAT/GST and customs/immigration charges apply to all tickets purchased and are not included in the base fare. Additional cost of \$3.80 USD ZP tax per segment applied to each ticket purchase, a \$2.50 USD per enplanement September 11th Security Fee (not to exceed \$10 USD) and PFC surcharge of \$3-\$4.50 USD where applicable will be applied to each ticket purchase.

Primary Cardmember must be one of the passengers on the flight record. Both passengers (Primary Cardmember and companion) must be booked for travel on the same flight record, fare and class of service, and must travel on all flight segments together.

Offer must be redeemed through the Primary Cardmember's HawaiianMiles account.

Tickets must be purchased with your Hawaiian Airlines World Elite MasterCard.

Offer is valid for all Hawaiian Airlines flights between Hawaii and North America. The offer is not valid on Neighbor Island flights.

Offer not valid First Class or Extra Comfort fares, or open tickets.

Offer is not valid on codeshare flights with partner airlines.

Offer is not valid on multi-city flights.

Offer may not be combined with, applied to, or applied towards HawaiianMiles flight awards redeemed using HawaiianMiles.

The one-time 50% off companion discount offer is good for 13 months from the time the Credit Card Account is opened and is subject to change.

The \$100 discount off one companion ticket at each Credit Card Account anniversary is good for 12 months from account anniversary and is subject to change.

Companion travel discounts have no cash value and cannot be transferred or sold.

Visit [HawaiianAirlines.com/MasterCardDiscount](http://HawaiianAirlines.com/MasterCardDiscount) for more information on how to redeem your travel discount.

Standard HA eCertificate Terms and Conditions apply. See [HawaiianAirlines.com](http://HawaiianAirlines.com) for complete terms.

## **Baggage Fee Waiver**

The Primary Cardmember of the Hawaiian Airlines World Elite MasterCard premium product is eligible to receive one (1) complimentary first checked bag on Hawaiian Airlines operated flights.

Authorized users of Primary Cardholders' account do not qualify for complimentary checked bag benefit.

This is only for travel between North America and Hawaii and between Neighbor Islands (interisland). International Flights are excluded.

All ticket purchases (original and exchanges) must be made with the Hawaiian Airlines World Elite MasterCard

premium product.

Ticket purchases must be made directly from Hawaiian Airlines (HawaiianAirlines.com, Hawaiian Airlines Reservations department and Hawaiian Airlines airport ticket counters) to qualify for one complimentary checked bag. Tickets purchased from third parties (i.e. HA Vacation Packages, ID90, travel agencies, etc.) are not eligible.

The Primary Cardmember must provide their HawaiianMiles account number associated with the credit card within their reservations any time prior to check-in. You must be a current Primary Cardmember upon check-in to be eligible.

Offer is not valid on codeshare flight segments operated by Hawaiian Airlines and marketed by other airline partners. Please refer to: [http://help.hawaiianairlines.com/app/answers/detail/a\\_id/403/related/1](http://help.hawaiianairlines.com/app/answers/detail/a_id/403/related/1) ([http://help.hawaiianairlines.com/app/answers/detail/a\\_id/403/related/1](http://help.hawaiianairlines.com/app/answers/detail/a_id/403/related/1)) regarding codeshare baggage restrictions.

Pualani Platinum, Pualani Gold and Premier Club Primary Cardmembers will receive an additional (1) complimentary checked bag in addition to their existing membership baggage allowance.

Checked bag fee waiver is limited to the first bag for the Primary Cardmember only. Applicable overweight and excess baggage fees will apply. Please refer to: [www.HawaiianAirlines.com/bag-fees/](http://www.HawaiianAirlines.com/bag-fees/) (<http://www.hawaiianairlines.com/bag-fees/>) for more information on Hawaiian Airlines baggage policy.

### **Discounted Flight Awards**

You are eligible to receive a discount on flight awards for travel on Hawaiian Airlines.

Discounted flight awards are only accessible through the Primary Cardmember's HawaiianMiles account online at HawaiianAirlines.com.

Standard HawaiianMiles Terms and Conditions apply. See HawaiianAirlines.com for complete terms.

### **Annual Spend Bonus HawaiianMiles**

When you spend at least \$10,000 in Net Purchases within each card account anniversary year, 5,000 bonus HawaiianMiles will be credited to your HawaiianMiles Account.

A maximum of 5,000 annual bonus HawaiianMiles can be earned per year regardless of the amount of Net Purchases made.

HawaiianMiles will be applied annually at the account cycle date of your anniversary month.

### **Inflight Purchase Credit (Pualani Platinum and Pualani Gold Members Only)**

You must be a current Pualani Platinum or Pualani Gold HawaiianMiles member to be eligible for a maximum \$100 annual statement credit towards inflight purchases.

You will be allowed a \$10 maximum inflight credit redemption per day for qualified purchases.

Qualified purchases are:

- Inflight purchases such as but not limited to: onboard entertainment, beverages and premium meals.
- Purchases must be made with your Hawaiian Airlines World Elite MasterCard.
- Purchases that are made only on Hawaiian Airlines flights.
- Duty Free, preferred seating, class upgrades purchases are not included.

If the total \$100 annual credit has not been awarded by your credit card anniversary date, no residual credit will be carried over into the following cycle.

Inflight purchase credit benefit is good for one (1) year starting from the credit card open or anniversary date as long as HawaiianMiles Pualani Platinum or Gold membership is maintained. If you close your account, the remaining credit will be forfeited.

## **ShareMiles**

As a Hawaiian Airlines MasterCard Primary Cardmember, you can receive HawaiianMiles from friends and family online at [HawaiianAirlines.com](http://HawaiianAirlines.com).

You must have a current email address on file within your HawaiianMiles account to receive HawaiianMiles transferred with the ShareMiles program.

Hawaiian Airlines MasterCard Cardmembers may receive HawaiianMiles transferred from friends and family up to a maximum of ten (10) times per calendar year.

The HawaiianMiles transferer must be a current HawaiianMiles account holder and may perform an unlimited amount of transfer transactions using the ShareMiles program.

There are no transaction fees for HawaiianMiles transfers, no charges per mile, or no minimum or maximum number of HawaiianMiles transferred for cardmembers.

Full terms and conditions for the sharing of HawaiianMiles are available at [HawaiianAirlines.com/HawaiianMiles/terms-and-conditions/](http://HawaiianAirlines.com/HawaiianMiles/terms-and-conditions/).

## **HawaiianMiles Select Partners**

You may earn up to 10 extra HawaiianMiles per one dollar spent at select HawaiianMiles partners.

Payments for purchases at select HawaiianMiles partners must be made with your Hawaiian Airlines MasterCard.

If any part of the payment is made with cash, check, or by means other than your Hawaiian Airlines MasterCard, you will earn extra HawaiianMiles only on the amount paid with your Hawaiian Airlines MasterCard.

HawaiianMiles will be credited only to the Primary Cardmember's HawaiianMiles account.

Please allow 4-6 weeks for HawaiianMiles to post to your HawaiianMiles account.

Participating HawaiianMiles select partners are subject to change at any time. Visit [partners.hawaiianair.com](http://partners.hawaiianair.com) (<https://partners.hawaiianair.com/>) for partner listing and restrictions.

## **Limitation and Release of Liability**

Hawaiian Airlines is not a party to the Cardmember Agreement between Barclaycard and the Cardmember, does not participate in any extension of credit, has no authority regarding the Credit Card Account and is not responsible for any goods or services offered by Barclaycard. Barclaycard is not responsible for any goods or services offered by Hawaiian Airlines. You authorize Barclaycard to share information about your Account with Hawaiian Airlines and the HawaiianMiles program to the extent needed to administer the HawaiianMiles Program. You also agree that Barclaycard may share Account information as set forth in Barclaycard's Privacy Policy.

By participating in the HawaiianMiles Program and accepting and using HawaiianMiles earned via the Program, you and any other beneficiary of the HawaiianMiles Program release, discharge and hold harmless Barclaycard, Hawaiian Airlines 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 HawaiianMiles Program.

## **Important General Program Disclosures**

We are not responsible for typographical errors or omissions in this document. HawaiianMiles 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.



For the most current information, visit [HawaiianAirlines.com/HawaiianMiles/terms-and-conditions/](https://www.hawaiianairlines.com/HawaiianMiles/terms-and-conditions/).

### **Customer Service**

If you have any questions about your rewards program, please contact the customer service phone number on the back of your card.