RCI[®]ELITE REWARDS[®]

Your RCI[®] Elite Rewards[®] MasterCard[®] program guide

Rewards Designed With You in Mind

RCI MEMBER REWARDS[™] TRAVEL GIFT CARDS MERCHANDISE EXPERIENCES TICKETS AND MORE



Make vacation just one of the Rewards you enjoy!

Earn Rewards with your RCI® Elite Rewards® MasterCard®

As an RCI® subscribing member, you are very important to us. We're committed to providing you with benefits that are meaningful to you, both on vacation and in your everyday life. So, we're pleased to welcome you to the RCI® Elite Rewards® MasterCard[®], designed especially for RCI members. The card is a great complement to your RCI[®] subscribing membership and your vacation ownership.

It's easy to earn and redeem your Rewards. Use the card for all your RCI® and everyday purchases, and you'll be amazed at how quickly you can earn Rewards. Redeem those Rewards toward all the things you enjoy, including certain RCI® member benefits and other travel products, the latest electronic gadgets, and gift cards for shopping, dining and entertainment at your favorite places.

We all look forward to vacation as one of life's great rewards. Now, your RCI® Elite Rewards[®] MasterCard[®] gives you so many more Rewards to enjoy on vacation and every day!

Gordon Gurnik President, RCI

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Earn Rewards

YOUR REWARDS. EARN. REDEEM. SAVE.

It's so easy to earn your Rewards, you'll receive them for doing what you already do every day. Use your RCI® Elite Rewards® MasterCard® for all your purchases—big and small-and you'll be surprised how fast and easily you earn Rewards.

Earn one Reward for every net retail dollar you spend with your RCI® Elite Rewards® MasterCard[®] on gualified purchases.

RCI Member RewardsSM can be used to pay for many RCI[®] products and services, from annual membership fees to Guest Certificates.¹

Earn Bonus Rewards



RCI[®] transactions Earn 2X Rewards when booking an RCI exchange.



Card-linked Bonus Rewards

Earn automatic Bonus Rewards through Ampre offers, linked directly to your card when you shop at many major national and local retailers.



Perks Rewards Mall

Earn 5X Rewards when you start

your online shopping with the

Perks Rewards Mall.

Use Rewards

MAKING THE MOST OF YOUR REWARDS

Keep track of how quickly your Rewards add up at **RCIEliteRewards.RCI.com**. First time visitors, select the Register link to create your online account. If you already have a user account, simply sign in! Or sign in to your RCI[®] Elite Rewards® MasterCard® account at BarclaycardUS.com and select Rewards & Benefits for direct access to your RCI[®] Elite Rewards[®] account.

Find a complete selection of Reward Items—when you're ready, redeem your Rewards! Don't have enough Rewards? Simply purchase the additional amount you need.²

GO MOBILE

Simply visit the Rewards website on your mobile device and save it to your home screen for easy access.



Sign in at **RCIEliteRewards.RCI.com** to learn more about your RCI[®] Elite Rewards[®] MasterCard®

ENJOY YOUR REWARDS ON VACATION



RCI Resort Dollars® Card³

If you redeem Rewards for an RCI Resort Dollars card, it's almost as good as cash to spend on your RCI® vacation. You'll receive a pre-loaded card, available in either \$250 or \$500 amounts, which you can then use for anything the resort provides, from maintenance fees to dinner on the terrace wherever Mastercard[®] is accepted.

RCI Member Rewards^{SM1}

Redeem your Rewards for RCI Member Rewards which are instantly credited to your RCI[®] subscribing membership account. RCI Member Rewards can be used to pay for many RCI products and services, from annual membership fees to Guest Certificates.

RCI Member Rewards[™]

\$25	2,000	Rewards
\$50	3,750	Rewards
\$100	7,000	Rewards
\$400	20,000	Rewards

RCI Resort Dollars® Card

..... 31.000 Rewards ..60,000 Rewards





ENJOY YOUR REWARDS WHILE YOU TRAVEL

Redeem for air travel to get where you want to go. Booking is easy with no blackout dates and no Saturday night stay requirement. You can even use any combination of Rewards and cash to

Travel benefits, features and more

• Enjoy more streamlined booking fewer clicks—for air and hotel • No advance notice requirement • No round-trip flight requirement

Hotel Stays

Book your hotel reservations online. Rewards needed per reservation are based on the exact dollar amount. Search for hotels by chain and rating and view photos of the hotels' amenities.

A arriott. HYAIT

Car Rentals

Use your Rewards toward the cost of vacationing with car rentals. Choose from top companies including Avis, Budget and Hertz.





ENJOY YOUR **REWARDS EVERYDAY**

Your RCI[®] Elite Rewards[®] MasterCard[®] is great for all your daily purchases. Redeem your Rewards for gift cards that you (or someone you love) can use with popular merchants and restaurants.

\$25 gift card3,500 Rewards
\$50 gift card7,000 Rewards
\$100 gift card14,000 Rewards

Dining

STARBUCKS[®]









To redeem your Rewards, go to **RCIEliteRewards.RCI.com** and click on the gift cards section.

Shopping

Entertainment





BestBuy.com











ENJOY YOUR REWARDS EVERYDAY

Reward yourself every day with the latest entertainment systems, cameras, sports equipment, appliances and more!* Redeem online, and your Rewards will be delivered right to your door. Get what you want—fast and easy.

Sample merchandise categories



Electronics

From the latest headphones to televisions to GPS devises - RCI Elite Rewards has all the choices to keep you on top of your tech game.



Kids

Find some of the hottest items for infants to adolencents in the kids category. Take a load off of birthdays and holidays and use your Rewards.



Appliances

Upgrade some of your home appliances with your Rewards. From household to kitchen appliances, the choices are abundant.



*Exact merchandise shown may not always be available, but similar products may be in stock

Experiences



Add an ultimate experience to your life with the RCI[®] Elite Rewards[®] program. Redeeming your Rewards for Experiences lets you treat yourself (or someone special) to fitness adventures, a once in a lifetime course-even white water rafting on the rapids!⁺

To get started, visit RCIEliteRewards.RCI.com

where you'll find detailed information and Reward levels for Experiences including:

Ski Passes

There's nothing guite like hitting the slopes, where cutting through the pristine powder feels like floating on clouds.

Yoga Class/Personal Fitness Session

Whether you're hitting the gym floor or the yoga mat, a good workout can improve your flexibility, circulation and strength, while doing wonders for stress reduction.

Private Cooking Lesson

Spice things up with a sizzling demonstration-style class in your own home. Uncover culinary techniques and secrets from a professional chef. Watch as a gourmet meal is prepared right before your eyes and have the opportunity to roll up your sleeves for some hands-on cooking. Recipes will be given to you at the end of the lesson. You'll be able to relax and dine on the delicious fruits of your labor while the kitchen is cleaned and left spotless.

White Water Rafting

Discover America's greatest rivers on a rafting adventure to remember. There are a wide range of rivers that will suit everyone from children to experienced whitewater rafters.

Private Surf Lessons

There's nothing guite like hitting waves. Learn to surf with professional surfing instructors that have been ranked in the top 5 in the world.

Tandem Skvdive

In a split second, you are on the most exciting thrill ride of your life with an expert instructor at your side. Once the canopy opens, and your parachute deploys, you can take in views of the stunning landscape!

Hot Air Balloon Ride

For the ultimate in aviation adventures, feel the thrill of going up, up and away. Enjoy peace, serenity and spectacular views throughout this truly magical experience.



GET THE ENTIRE FAMILY INVOLVED

Use your Rewards for tickets into the nation's leading amusement parks. Redeeming your Rewards for Tickets allows you to get the entire family involved with your Rewards!"

To get started, visit **RCIEliteRewards.RCI.com**

where you'll find the entire list of amusement park tickets available.









"For specific terms see Program Rules





MAKE A DIFFERENCE WITH YOUR REWARDS

Support the greater good by choosing CharityChoice donation gift cards. You may designate the funds for up to three charities of your choice, exclusively from an online list of over 250 major charities and many local causes, totaling over 1000 in all. The online designation is an easy and very rewarding experience with something meaningful for everyone.

To get started, visit RCIEliteRewards.RCI.com and select "Charitable donations" from the Reward Item menu.

CharityChoice

We've partnered with Ampre, a new feature that makes it easier for you to amplify your Rewards

How does it work

Ampre works by linking Bonus Rewards directly to your RCI[®] Elite Rewards[®] card. Simply use your card at participating merchants and earn! There are no coupons, punch cards or extra loyalty cards needed and the Bonus Rewards will be automatically added to your account.

For a list of merchants in your area, sign in at rcieliterewards.rci.com and select the Ampre link under the "Earn Bonus Rewards" menu item.

amp*re amplify your Rewards

NOTE: You will not see the Bonus Rewards on your receipt, but they will be automatically added to your RCI® Elite Rewards® Account within 45-90 days.

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per dollar spent per dollar spent

card-linked



RCI Elite Rewards - Program Rules

This document contains the terms and conditions (the "Program Rules") for the RCI® Elite Rewards[®] credit card loyalty program and describes: eligibility requirements: earning, receiving, and redeeming Rewards; and other conditions and limitations. Please read this document carefully and keep it in a safe place. Any use by a Customer of the RCI® Elite Rewards® MasterCard® credit card account (the "Account") will constitute the Customer's acknowledgment of, and agreement with, each of the terms of the credit card agreement with Barclays Bank Delaware (the "Credit Card Agreement") and the terms described herein. Capitalized terms used in these Program Rules, that are defined in the Credit Card Agreement and not otherwise defined herein, shall have the meanings assigned to such terms in the Credit Card Agreement. The Program Rules are separate from the terms of your Credit Card Agreement; however, any Claim arising from participation in the Program is subject to the arbitration provisions of the Credit Card Agreement.

- 1. The RCI Elite Rewards credit card is issued and administered by Barclays Bank Delaware ("Barclaycard"). The RCI Elite Rewards credit card loyalty program (the "Program") and its benefits, except the Account, are provided by or through RCI, LLC ("RCI"), as well as services provided by Augeo Consumer Engagement Services, LLC and its affiliates (collectively "Augeo"). Barclaycard and RCI each reserve the right to modify or cancel the Program without prior notification.
- 2. Program eligibility is restricted to Customers with Accounts in good standing. An Account may not be in good standing for reasons that include, but are not limited to the following: (a) the Account has been closed; (b) a payment has not been made when due; (c) a payment made is not honored by Your bank; or (d) You do not maintain the level of credit performance You maintained when approved. 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 Rewards may be cancelled.
- 3. As used herein, the terms "Customer," "You" and "Your" means any individual who holds an activated Account and is enrolled in the Program. Approval for an Account shall result in the establishment of a credit card account and concurrent membership in the Program. If a Customer's membership in the Program should cease because of an action taken by RCI, and the Customer is otherwise eligible, Barclaycard may, at its discretion, issue a replacement credit card account to the Customer. A replacement credit card account will not provide the Customer with access to any benefit provided under the Program, and all reward increments accrued in accordance with the Program terms ("Rewards") will be automatically, immediately and irrevocably forfeited. If Customer cancels the Account membership in the Program, unredeemed Rewards shall be immediately and irrevocably forfeited. If Barclaycard cancels a Customer's Account and enrollment in the Program, whether due to nonpayment, non-renewal, death or otherwise, all Rewards will be automatically, immediately and irrevocably forfeited. Rewards earned through the RCI Elite Rewards credit card program bear no relation to RCI Points or the RCI Points® exchange program and are separate and distinct from RCI Points.
- 4. Customers shall be eligible to earn Rewards based upon use of the Account for certain purchase transactions and also may receive special promotional allotments of Rewards. Customers may also purchase Rewards to complete a redemption transaction, at a current rate of \$20 per 1.000 Rewards ("Purchased Rewards"). Purchased Rewards will be treated as if earned on the date of purchase. The balance of Purchased Rewards remaining in the account after completion of the redemption will be added to the Rewards total. Rewards may be used to obtain products and services related to RCI, travel, entertainment, retail and dining, services, leisure activities, merchandise and charitable organizations ("Reward Items"). A description of each Reward Item and the number of Rewards required is contained in the RCI Elite Rewards brochure (the "Guide") and online at rcieliterewards.rci.com (the

"Website"). The Guide may be supplemented or updated from time to time via RCI Elite Rewards notices, statements, publications or the Website. All Reward Items are subject to availability, and Barclaycard and RCI reserve the right to substitute Reward Items of equal or greater value at any time.

- 5. Rewards earnings shall be determined by calculating the new net retail purchase dollar volume (the purchase of goods or services (each, a "Qualified Purchase") less credits, returns, and adjustments) charged to the Account during the calendar month (the "Month") by the Customer and authorized users, if any ("Net Purchases"). Rewards may be earned in the following ways: one (1) Reward for each dollar in Net Purchases made anywhere the Account is accepted, and multiple Rewards (as specified in the Guide or on the Website) for each dollar in Net Purchases made
- i. for room charges at participating properties listed in the Guide ("Hotels"),
- ii. at participating car rental locations.
- iii. for purchases from any bonus Rewards partner listed in the Guide ("Bonus Rewards Partner").
- iv. for certain RCI products and services (excludes RCI products and services provided by third party providers), or
- v. through special promotional allotments of Rewards from participating Bonus Rewards

Partners (multiple and special allotments of Rewards are called collectively, "Bonus Rewards"). Fractions of Net Purchase values shall be rounded up or down to the nearest whole dollar. The following charge/transactions do not earn Rewards: Balance transfers. cash advances, convenience/access checks, including purchases of cash equivalents of any kind, purchases made by or for a business or for a business purpose, fees, finance charges, credit insurance, credit protection, or debt cancellation charges and unauthorized/fraudulent transactions.

- 6. Customers may begin earning Rewards as of the date Barclaycard mails the credit card and the Credit Card Agreement to the Customer. Rewards will expire four (4) years from the end of the calendar quarter in which they were first earned. All Rewards will be processed by Augeo through its Rewards system (the "System") on a first-in, first-out basis (i.e., Rewards earned first will be redeemed first). Customers will receive guarterly statements from Augeo for each calendar guarter in which there is Account activity. The guarterly statement will contain details about the Customer's Rewards totals, including summaries of earned and credited Rewards, redeemed Rewards and Rewards set to expire.
- Rewards are considered earned or credited and available for use only when they appear in the System. Allow several days from the date the Net Purchase transaction is billed to the Account, or the special allotment of Bonus Rewards is credited, for Rewards to appear in the System. Rewards may be earned or credited and redeemed only if an Account is in good standing (that is, open and with charging privileges), the new balance total is not in excess of the credit line for the Account, and Customer's payments on the Account are not overdue. Rewards may not be redeemed for cash and may not be used as payment for any obligation to Barclavcard. Once a Reward Item has been issued, if the value of any transaction permitting the Customer to receive a Reward Item is either refunded, credited, or otherwise rescinded. Barclavcard. RCI and Augeo reserve the right to cancel any reservations or void any documents issued in connection with such Reward Item.
- 8. The Guide and Website indicate how many Rewards are required for specific Reward Items. Subject to the terms of the Program, Customers may choose to redeem Rewards for Reward Items from any of the following categories:
- a. hotel Reward Items consisting of hotel lodging at any of the Hotels ("Hotel Reward Item").
- b. a car rental Reward Item from participating car rental locations ("Car Rental Reward Item"),
- c. retailer Reward Items consisting of credit toward purchases of products or services from
- participating retail establishments (the "Retailers") including without limitation, clothing,

accessories, dining, wine, theater and theme parks ("Retailer Reward Item").

- d. airline travel Reward Items ("Airline Travel Reward Item"),
- e RCI Reward Items
- f. charity Reward Items ("Charity Reward Item"), and
- g. special experience Reward Items. ("Experiential Reward Item").

Redemption of Rewards for RCI Member Rewards[®] is available in increments of \$25, \$50. \$75, \$100, \$200, \$300 and \$400. The redemption value ranges from 1.25%-2.00% depending on the number of Rewards being redeemed. The balance of Rewards after completing the redemption will remain in the Rewards total for use toward a future redemption. RCI Member Rewards values are subject to change, and Barclaycard and RCI reserve the right to change the values at any time, in their sole discretion.

The Hotels, participating car rental companies, RCI, Retailers, and other service providers participating in the Program are referred to collectively as the "Participating Merchants". If the Customer selects a Hotel Reward Item, a Car Rental Reward Item, or an Other Travel Reward Item, an email confirmation will be issued. If the Customer selects a Retailer Reward Item, the Customer will receive a gift certificate, a coupon, a stored value card or other credit verification device in the amount of the credit (a "Gift Card") or, as applicable, merchandise. If the Customer selects a Charity Reward Item, the Customer will receive a Charity Choice gift card. To use the Charity Choice gift card, Customer will need to log on to www. charitychoices.net and may then send gift card funds to up to 3 charities of the Customer's Item, the Customer will receive an airline ticket or another travel document (an "Airline Ticket"). If the Customer selects an Experiential Reward Item, the Customer will receive a their experience. For RCI Reward Items, a Customer may, as applicable;

- to the Customer's designated RCI subscribing membership account, or
- 13. Each Reward redeemed for Airline Travel Reward Items equals one cent (\$0.01) toward the Airline Ticket purchase price. You may use your Rewards toward the purchase of an Airline Ticket on any airline carrier that is offered by the Program. An Airline Ticket shall consist of a scheduled ticket for travel on any domestic or international airline whose schedules, fares and availability are displayed or published in an airline industry computer reservations system. All Airline Tickets are non-refundable, non-transferable and non-changeable. Choices of airlines and travel dates are subject to availability. Airline Travel Reward Items exclude the use of charters, wholesalers, or consolidators. Airline Tickets are subject to the applicable airline's choice from a list of over 100 major charities. If the Customer selects an Airline Travel Reward rules and restrictions. Barclaycard, RCI, and Augeo do not guarantee the availability of any flight on any airline or seats on any flight, Barclaycard and RCI do not endorse, guarantee or warrant the services or goods offered by any airline. Rewards may not be combined with packet from the applicable vendor. The packet will instruct the Customer on how to schedule any other discounts, special rates, promotions or other reward programs, including airline frequent flyer programs or airline credit card programs. Any change to Your flight itinerary is i. be issued RCI Member RewardsSM in the specified amount, which will appear as a credit subject to the applicable airline's terms and conditions, including any applicable change fees. A booking fee of twenty-seven dollars (\$27 US) for bookings made through a travel agent ii. be issued an RCI Resort Dollars[®] card in the form of a preloaded card in a specified and twenty dollars (\$20 US) for bookings made online shall apply per Airline Ticket obtained denomination. through the Program; this booking fee is subject to change without notice at any time.
- 14. Customers have the capability to book Hotels online at rcieliterewards.rci.com or by 9. The complete variety of Retailer Reward Items and the number of Rewards required to obtain contacting the Reward Center at 1-877-587-8742. A "dollars off" Hotel booking (i.e., a Hotel each Reward Item is described in the Guide and on the Website. Use of these Gift Cards are reservation made by a Customer whereby the Customer redeems Rewards to reduce the subject to each of the rules and restrictions of the participating Retailer and as set forth on Hotel price) ("Dollars Off Hotel Booking") can be booked a day before check in. Customers the Gift Card, which are subject to change at the applicable Retailer's discretion. Taxes are are subject to the applicable rules, restrictions, and fees of the Hotels. There is no processing excluded from the value of the Gift Card. Gift Cards may not be combinable with any other fee when using Rewards to redeem a Dollars Off Hotel Booking. A Dollars Off Hotel Booking coupon, offer, certificate, special promotion, discount or other Reward Item, Gift Cards may shall consist of a hotel reservation made for a Hotel whose schedule, rates and availability are not be used to purchase gift cards, Each Reward Item offer will vary. displayed or published in a travel industry computer reservations system. All Dollars Off Hotel Bookings are non-refundable. All Dollars Off Hotel Bookings are subject to availability. None 10. All Retail Reward Items are subject to availability and offers may vary. All Retail Reward Items, excluding Gift Cards, RCI Resort Dollars® cards and RCI Member RewardsSM, can be of RCI, Barclaycard, Augeo, nor any of their respective affiliates or subsidiaries guarantee redeemed entirely using Rewards or a combination of Rewards and U.S. dollars, paid for the availability of any hotel. None of RCI, Barclaycard, Augeo, nor any of their respective in the form of a valid credit card payment. Gift Cards, RCI Resort Dollars® cards and RCI affiliates or subsidiaries endorse, guarantee or warrant the services or goods offered by any Member RewardsSM are only available for redemption using Rewards. hotel. Dollars Off Hotel Bookings may not be combined with any other discounts, special rates, promotions or other reward programs, including hotel programs or hotel credit card 11. Any redemption using U.S. dollars shall be made using a valid and billable major credit card programs. Any change to a Dollars Off Hotel Booking is subject to the applicable Hotel's at the time of transaction. Rewards Items are available for redemption by Customers who terms and conditions, including any applicable change fees.
- have the necessary number of Rewards or credit available on a credit card (when applicable) when placing an order. Both the number of Rewards available and the credit available on 15. A Car Rental Reward Item is offered in the form of a certificate. The following terms and a credit card (when applicable) are subject to verification prior to redemption of a Reward conditions apply: Item. If redemption of a particular Retailer Reward Item requires that a Customer pay certain • A Car Rental Reward Item certificate may be used toward the booking of a car rental. service/processing fees and/or shipping fees, such fees may only be paid using a valid The vehicle and vehicle groups are subject to availability at the time of rental. and billable major credit card. Once a redemption is made by a Customer, the Customer's Certificates must be surrendered at time of rental and shall be deemed fully used at such Rewards account will be reduced by the number of Rewards used in that transaction and/ time. or the applicable dollar amount will be charged to the valid and billable major credit card

used by such Customer after the applicable item has been shipped to such Customer. If a redemption of a Retailer Reward Item is made and such Retailer Reward Item is discontinued or otherwise no longer available and a comparable item of equal or greater value cannot be provided, the Customer will be notified that such redemption has been canceled and, if a credit card was used for the redemption, the applicable amount will be credited back to the credit card.

12. Gift Card expiration dates vary by Retailer. The Gift Card must be presented to the Participating Merchant at the time of check-in, or payment, whichever occurs first, A Gift Card may be used only once. Reproductions, copies, or facsimiles of Gift Cards will not be accepted. Additional terms and conditions appearing on the Gift Cards are to be interpreted in accordance with, and are incorporated into, these Program Rules. Gift Cards are not exchangeable, refundable, transferable or redeemable for cash and cannot be replaced if lost or stolen.

- The Customer is responsible for additional costs beyond the certificate validity period.
- Certificates may not be combined with any other Reward Item, program, coupon, offer, certificate, special promotion, discount, or AWD number other than this Program's AWD number.
- · Vehicles must be returned to the original rental location.
- Certificates may not be used during holiday and other blackout periods.
- The Customer should inquire about blackout periods when making reservations.
- The Customer will incur mileage charges for miles in excess of the mileage allowance.
- Advance registration is required by calling the number listed on the certificate for the applicable participating car rental location.
- Customers must inform the car rental company at the time reservation is made that they
 intend to use the Certificate.
- The Customer must satisfy applicable age, driver and credit eligibility requirements. The minimum age is generally 25, but may vary by location. Underage surcharges may apply and will be the responsibility of the Customer.
- The Customer is responsible for taxes, local government surcharges, vehicle licensing fee and optional items, including but not limited to additional driver charges and late return fees.
- 16. The complete variety of RCI Reward Items and the number of Rewards required to obtain each Reward Item is described in the Guide and on the Website. Use of RCI Member RewardSM or the RCI Resort Dollars[®] card is subject to each of the rules and restrictions of RCI, the preloaded card provider and the participating affiliated resort or merchant accepting the preloaded card, as applicable. Taxes and additional fees may apply.
- 18. To redeem Rewards to receive Reward Items or for inquiries and updates, Customers should log on to rcieliterewards.rci.com or call Augeo at the designated telephone number. Hours of operation are twenty-four hours a day, seven days a week except New Year's Day and Christmas Day (the "Holidays"); the call center closes at 8:00pm CDT the night before the Holidays and opens at 7:00am CDT the day after the Holidays. This is a toll-free call. Subject to Reward Item availability and other requirements contained in these Program Rules, Augeo will endeavor to issue a Gift Card within fourteen (14) days of the Customer request. Likewise, Augeo will endeavor to issue any Airline Ticket within five (5) business days of the Customer's request. At the time the Reward Item is issued, Augeo will reduce the Customer's Rewards total by the number of Rewards redeemed to obtain the Reward Item. While the Customer may designate anyone as the user of any transferable Reward Item and Gift Cards will be sent to the Customer's billing address. Barclaycard, RCI and Augeo shall not be responsible or bear any liability for disagreements between Customers who share an Account concerning the redemption of Rewards to obtain Reward Items. Rewards may not be transferred upon death or as part of any domestic relations matter or other legal proceeding.
- 19. Rewards may not be transferred between Customers. Customers with different Accounts may not combine their respective Rewards. Reward Items may not be combined with any other promotions offered by Participating Merchants. Reward Items may not be refunded, exchanged, replaced, or converted for currency, credit, other Rewards, or Reward Items and the value thereof is exhausted upon issuance. There are no refunds, exchanges, replacements or conversions for currency, credit, other Rewards, or Reward Items for noshows or unused portions of Reward Items. Lost, stolen, destroyed or expired Reward items may not be reissued or replaced. Miscellaneous charges, including overnight delivery of Reward Items are at the Customer's expense.
- 20.All questions regarding the earning of Rewards will be addressed and resolved by Barclaycard and Augeo. All discrepancies concerning Rewards must be brought to the attention of Barclaycard within six (6) months from the date of the transaction for which the adjustment is sought. Such discrepancies are distinct from billing disputes and the separate resolution requirements applicable to them. Customer may refer to the Credit

Card Agreement or the annual Your Billing Rights notice for details about billing disputes. All questions regarding the redemption of Rewards and the use of Reward Items will be addressed and resolved by Augeo. If a Customer is denied a benefit of the Program to which he or she is entitled, the combined liability of Barclaycard, RCI and Augeo shall be limited to the Customer's earned portion of that benefit. None of Barclaycard, RCI or Augeo is responsible for correspondence lost or delayed in the mail. None of Barclaycard, RCI, Augeo or each of their respective affiliates and subsidiaries shall be liable for bodily injuries (including death) or damages, or losses of any kind resulting from participation in this Program or acceptance of or use or misuse of any Reward Item.

- 21. Any person or entity selling, purchasing, bartering or altering Reward Items, either in whole or in part, shall be liable for payment of the applicable full retail price of any goods or services obtained with them, as well as all damages including, but not limited to: consequential damages, litigation costs (including, without limitation, attorneys' fees and court costs), and transaction costs. Any brokered, bartered, sold, altered, or purchased Airline Tickets, Gift Cards, RCI Reward Items, Experiential Reward Item packets, and Charity Reward Items shall be void and may be confiscated either by, or upon the direction of, the affected Participating Merchant or airline carrier, Barclaycard, RCI and Augeo. Any violation of this paragraph shall be grounds for termination of Customer's Program eligibility, and revocation of issued but unused Airline Tickets, Gift Cards, RCI Reward Items, Experiential Reward Items, Experiential Revert Items, Experiential Revert Items, Experiential Revert Items, Experiential revocation of issued but unused Airline Tickets, Gift Cards, RCI and Augeo each reserves the right, in its sole discretion, to require the cooperation of, and information from, a Customer when any of Barclaycard, RCI and Augeo hard, RCI and Augeo hard Item of Barclaycard, RCI and Augeo hard is the right in its sole discretion, to require the cooperation of, and information from, a Customer when any of Barclaycard, RCI and Augeo hard here may have been a violation of any of the terms of this paragraph.
- 22. Barclaycard, RCI and Augeo may change the Program Rules, benefits, terms of participation or Reward levels, in whole or in part, at any time with or without notice to Customer. Barclaycard, RCI and Augeo may, at any time with or without notice, change or terminate Participating Merchants and Bonus Rewards Partners, withdraw, limit, modify, or cancel any Reward Item, add an unlimited number of blackout days, or increase the number of Rewards required for any Reward Item, even though such changes may affect the accrual or values of Rewards terms. This means that Reward levels may be increased or Reward Items, changed so that a Customer cannot obtain certain Reward Items.
- 23. Violations of these Program Rules by a Customer may result in liability for damages, termination of Program eligibility, loss of Rewards and revocation of issued but unused Reward Items. Nothing in these Program Rules shall limit Barclaycard, RCI and Augeo in the exercise of any other legal or equitable rights or remedies.
- 24. In the event of any cancellation, irregularity, or mishap affecting travel, reservations, or accommodations made through the Program, none of Barclaycard, RCI, Augeo or each of their respective affiliates and subsidiaries will be responsible for any expenses incurred due to such events.
- 25. Determination and payment of any tax liability associated with participation in the Program is the sole responsibility of the Customer. The terms of this Program are subject to government approval and are void where prohibited by federal, state or local law.
- 26. Augeo and RCI each maintain and administer the relationships with certain Bonus Rewards Partners. Augeo, RCI and Barclaycard are not responsible for the Bonus Rewards Partners or other third parties involved in the Program, or for any products or services provided by such Bonus Rewards Partners or third parties.
- 27. Membership rules and certain restrictions may apply to the use of RCI Member RewardsSM and RCI Resort Dollars⁶ cards. RCI Resort Dollars⁶ cards are subject to the terms and conditions indicated on the cards. RCI Resort Dollars cards have no implied warranties and are not credit cards or debit cards. RCI affiliated resorts are not sponsors or co-sponsors of this Program. Any designation made for RCI Member Rewards redemption is final.

- 28. Charity Reward Item disclosures: Charity Choice Gift Card (CGC) provides the gift cards on an "as is", "where is", and "with all faults" basis. CGC disclaims all warranties (express or implied) arising out of, or in connection with, gift cards, including the warranties or merchant ability and fitness for a particular purpose.
- 29. Merchandise Reward Item disclosures: Merchandise Reward Items are available to Customers who are in good standing. Merchandise Reward Items may be redeemed with Rewards or a combination of Rewards and U.S. dollars in the form of a valid credit card. All Reward Items are subject to availability; most orders will ship within 2 to 4 weeks from date of redemption. All substitutions offered at the time of redemption will be of equal or greater value. All Rewards deductions are made at the time of order. Determination and payment of tax liability is the sole responsibility of the Customer. Returns are only accepted for merchandise that is damaged, defective or mis-shipped. Damaged, defective or mis-shipped merchandise will be processed for credit if reported within in 30 days of receipt. Notebook computers and hand-held computers cannot be returned. Returns will only be honored for equal exchanges. No Rewards will be issued or refunds credited. Each manufacturer's warranty, if any applies to items offered. Barclaycard and RCI each reserve the right to modify or cancel the Program without prior notification. No offer is available where prohibited by law. All redemptions are final. Reward Items may be shipped within the 48 contiguous United States only. Only standard shipping is available - no rush or express delivery. Ship to address must include a street address: APO/FPO/PO Box addresses are not accepted.
- 30. Online Shopping Partner Disclosures: Customers may also earn Rewards by making Qualified Purchases through the Program's online shopping partners ("Online Shopping Partners"). Online Shopping Partners have varying procedures on how often they report transactions. As a result, some transactions may take longer than others to appear in Customer accounts. Once transactions are reported, please allow 30 business days for posting of Rewards, All Online Shopping Partners offers are the specific offers of the Online Shopping Partners, not RCI or Augeo. Online Shopping Partners reserve the right to cancel or change offers at any time. Under no circumstance is RCI or Augeo responsible or liable for any changes in Online Shopping Partners' offers, Customer's purchases made through an Online Shopping Partner will be deemed a Qualified Purchase and will be subject to earn Bonus Rewards if, and only if, all of the following criteria are satisfied: 1) Cookies (as defined below), both first and third party (if applicable), must be enabled on Customer's web browser; 2) all potential Qualified Purchases must begin by clicking on the Online Shopping Partner's link that appears on the Website and being successfully connected to the Online Shopping Partner's website based upon that click; 3) Rewards will be earned only for Net Purchases; and 4) RCI may, at all times, route Customer requests for an Online Shopping Partner's site through specific links. in order to assure that the Net Purchase can be tracked correctly to facilitate earning of Rewards, Any alteration of these links will invalidate your purchase, which will not be deemed a Qualified Purchase. Taxes, fees, and shipping/handling charges are not considered part of the Qualified Purchase and, therefore, will not earn Rewards. Rewards from Online Shopping Partners earned by Customers are subject to adjustments for returns, cancellations, and other events. Such adjustments can be applied to Customer's Rewards totals at any time by RCI in its sole discretion. The process used to track Customers' Online Shopping Partner purchases involves use of a Cookie. A "Cookie" is a piece of text that can be entered into the memory of Customer's computer. It enables the Customer to freely navigate and remain logged onto the Website for each visit. Cookies from the links allow the Website to track whether Customer visited, shopped or joined a website. Many internet services deliver Cookies to visitors of their websites. Cookies are used by internet services to make services more convenient and personalized. If Customers would like more information about Cookies, Customers may wish to do an internet search on their favorite search engine or search the FAQs.
- 31. Experiential Reward Items Disclaimer
- The Reward Items descriptions are provided for informational purposes only. Ultimate Reward Experience Certificates ("Experiential Certificates") are valid for a period of one (1)

year from the date redeemed (except where prohibited by law). Experiential Certificates do not include any applicable taxes. Customer shall be responsible for scheduling items directly with the applicable Experiential Reward Item vendor (each a "Vendor"). Other restrictions. fees, terms and conditions may apply and vary depending on the type of Reward Item. See the back of the Experiential Certificate for further details. Some items and services may be of a physical or dangerous nature and Vendors may have physical restrictions for the participants. It is the Customer's responsibility to investigate the safety and suitability of any activity and experience as well as the credentials and fitness of any Vendor, guide, and service provider. None of Barclaycard, RCI, Augeo or any of their respective affiliates and subsidiaries is in any way responsible for the quality, safety or availability of Vendors' services nor do they endorse, guarantee or warrant the services or products offered by Vendors. 32. Gift Cards consisting of gift cards or certificates will be sent to Customers directly from Augeo. Terms and conditions may apply to each Gift Card. See the Gift Card for full terms of use. Participating merchants are not affiliated with RCI Elite Rewards. AVIS[®] is a federally registered service mark of Wizard Co., Inc. and is used pursuant to a license. Elite Rewards® is a registered trademark of Connexions Lovalty. Inc. Marks relating to RCI and the Hotels are registered trademarks and/or service marks in the United States and internationally. All rights reserved. Information related to Reward Items in this document are provided for informational purposes only. RCI does not endorse any of the activities, vendors or service providers described. It is the Customer's responsibility to investigate the safety and suitability of any activity, and the credentials and fitness of any vendor or service provider, RCI expressly denies any liability for engaging in any activity, and for using any vendor or services provider that may be mentioned or described in any part of the Website or the Guide. Additional fees and restrictions may apply to any activity or service 33. Ampre. Description of the Ampre service. This service is a card-linked offers ("CLO") service that provides a bonus incentive (in the form of Bonus Rewards) to Customers when using your RCI Elite Rewards MasterCard for purchases at participating CLO merchants online and in-store and is automatically enabled for all eligible cards ("Service"). Customers will earn Bonus Rewards for eligible purchases made by shopping at participating merchants using your RCI Elite Rewards MasterCard, Bonus Reward earnings will vary based on the merchant and is listed on the RCI Elite Rewards website. Bonus Rewards will be posted to the Customer's account within 45-90 days of the transaction date. Your Registration Information, By providing your email address when you register on the Website, you can agree to receive all future Ampre correspondence and notices electronically to that email address. Email is the primary method for contacting you regarding your participation in the Service. It is your responsibility to update or change your email address. as appropriate. Our Intellectual Property Rights, The contents of the Website, including its "look and feel" (e.g., text, graphics, images, logos and button icons), photographs, editorial content, notices, software (including html-based computer programs) and other material are protected under both United States and other applicable copyright, trademark and other laws. The contents of this Website belong or are licensed to Augeo or RCI. You have the right to view and use the Website subject to these terms. You may download or print a copy of information provided on this Website for your personal, internal and non-commercial use only. Any distribution or reproduction of any content from this Website in whole or in part for any other purpose is expressly prohibited without our prior written consent. Available Offers. New merchant offers are updated periodically. There is not a limit to the number of times a Customer can earn Bonus Rewards for shopping at an Ampre merchant.

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Much more than a credit card

With your RCI[®] Elite Rewards[®] MasterCard[®] you're ready to earn, redeem and save—while also making the most of your RCI[®] subscribing membership!

Rewards + Dollars = Flexibility

Earn your Rewards and enjoy them without the wait. You can supplement them with dollars by purchasing Rewards to get your favorite merchandise, air, car and hotel travel bookings, RCI Member RewardsSM, and RCI Resort Dollars[®] cards, using as little as 1 Reward.²

Remember to use the card for all your RCI and everyday purchases, and you'll be amazed at how quickly you can earn Rewards.

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"Use of RCI Member Rewards is subject to certain rules and restrictions of RCI. RCI Member Rewards may take the form of a credit to the RCI subscribing membership account the cardholder designates, and the cardholder may apply the credit to an RCI product or service by calling the designated, toll-free number. The account designation, once made, for each RCI Members Rewards redemption, is final. Taxes are excluded from the value of the Reward Item. RCI Member Rewards may not be used toward RCI Travel, a travel agency that provides certain services and products to RCI members.

²Not all items are eligible for the Rewards plus Dollars feature. Exceptions include gift cards, DVDs, and items currently offered at less than 2500 Rewards. These exception items are still available using the traditional, Rewards only option. Use of the RCI Resort Dollars card is subject to certain rules and restrictions of RCI, the preloaded card provider and the participating affiliated resort or merchant accepting the preloaded card, as applicable. RCI Resort Dollars cards have no implied warranties and are not credit cards. RCI affiliated resorts are not sponsors or co-sponsors of this program. Taxes are excluded from the value of the Reward Item.

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