



# **BULKY DOCUMENTS**

(Exceeds 100 pages)

Filed: 3/08/2013

Title: REDACTED

Part : 9 of 9

**91201920**

1           IN THE UNITED STATES PATENT AND TRADEMARK OFFICE  
2           BEFORE THE TRADEMARK TRIAL AND APPEAL BOARD

3           -----x

4           CITIGROUP INC.,

5                                   Opposer,

Serial No.

6                                   v.

85/219,849

7

Opposition No.

8           CITIAIR, LLC,

91201920

9

Applicant.

10           -----x

11

12                                   TRADE SECRET - COMMERCIALY SENSITIVE

13

DEPOSITION OF JASON BAUM

14

New York, New York

15

October 23, 2012

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17           Reported by:

18           MARY F. BOWMAN, RPR, CRR

19           JOB NO. 54763

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October 23, 2012

1:20 p.m.

Deposition of JASON BAUM, held at  
the offices of Skadden, Arps, Slate,  
Meagher & Flom, LLP, Four Times Square, New  
York, New York, before Mary F. Bowman, a  
Registered Professional Reporter, Certified  
Realtime Reporter, and Notary Public of the  
State of New Jersey.

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APPEARANCES:

SKADDEN, ARPS, SLATE, MEAGHER & FLOM, LLP

Attorneys for Opposer

Four Times Square

New York, New York 10036

BY: KENNETH A. PLEVAN, ESQ.

LIMOR ROBINSON, ESQ.

THE TRADEMARK COMPANY

Attorneys for Applicant

344 Maple Avenue West, Suite 151

Vienna, VA 22180-5612

BY: MATTHEW SWYERS, ESQ.

Also Present:

Anne Moses, Esq., Citicorp.

Robert J. Kashtan, Esq., Citicorp.

1 JASON BAUM,  
2 called as a witness by the parties,  
3 having been duly sworn, testified as  
4 follows:

5 EXAMINATION BY

6 MR. PLEVAN:

7 Q. Please state your name.

8 A. Jason Baum.

9 Q. Who do you work for, Mr. Baum?

10 A. Citigroup.

11 Q. What is your position?

12 A. Head of cobranded acquisitions.

13 Q. What does "cobrand" mean?

14 A. Cobrand are our partnerships with  
15 all the Citi partners such as American  
16 Airlines, Hilton, Expedia, AT&T and any new  
17 cobrand partner that we do work with.

18 Q. And is this relating to the  
19 credit card business, the card business?

20 A. Yes.

21 Q. Where is your office?

22 A. Long Island City.

23 Q. What is your age?

24 A. Thirty-nine.

25 Q. What is your education?

1 A. I have a BS at Lehigh University.

2 Q. What is your prior employment,  
3 prior to Citi, prior to your current  
4 position at Citibank?

5 A. Prior to Citi, I was at eTrade  
6 Financial and JP Morgan Chase.

7 Q. Were you also previously employed  
8 by Citi?

9 A. I was.

10 Q. When was that?

11 A. Prior to my position at JP Morgan  
12 Chase.

13 Q. And what field have these jobs  
14 been in?

15 A. Marketing and finance.

16 Q. How long have you been currently  
17 at Citibank -- at Citi, excuse me?

18 A. Currently at Citi for six years.

19 Q. Since 2007?

20 A. Yes.

21 Q. What did you first do when you  
22 came to Citi?

23 A. I worked, managed direct mail for  
24 the Citi AAdvantage Portfolio.  
25 Acquisitions.

1 Q. And when did you pick up  
2 additional responsibility?

3 A. In 2009, I managed all of  
4 acquisitions for Citi AAdvantage and now in  
5 2012, I am head of all cobrand  
6 acquisitions.

7 Q. What is the cobranding program  
8 with American Airlines?

9 A. It's our cobranding credit cards  
10 products with American Airlines and their  
11 AAdvantage member base, their frequent  
12 flier base.

13 Q. How does it work?

14 A. Our cards offer airline benefits  
15 associated with American Airlines. And we  
16 have a number of different products that  
17 offer different values of travel-related  
18 product -- travel-related benefits that  
19 come from American Airlines.

20 MR. SWYERS: Mr. Plevan, I  
21 apologize, I failed to do this at the  
22 top of the deposition.

23 May I just insert a continuing  
24 objection to any cumulative testimony  
25 that has already been brought by other

1 witnesses. Thank you.

2 MR. PLEVAN: And also, I am going  
3 to designate the entire transcript as  
4 commercially sensitive, trade secret  
5 pending an opportunity to dedesignate  
6 appropriate portions after we get the  
7 transcript.

8 MR. SWYERS: Agreed.

9 Q. How long has the relationship,  
10 the cobranding relationship --

11 A. Twenty-five years.

12 Q. Let me finish the question.

13 -- between Citi and American  
14 Airlines been in existence?

15 A. Twenty-five years.

16 Q. And has the fact that it has been  
17 a long relationship, does that get promoted  
18 from time to time?

19 A. Yes. We advertised -- we have  
20 advertised it pretty much every five years.

21 Q. Meaning at the 20th year point,  
22 at the 15th year point?

23 A. And this year, 25.

24 Q. Now, what are the benefits that  
25 one can earn or get if they earn credits

1 under this program?

2 A. Baseline, you earn miles to use  
3 towards flights and travel with American  
4 Airlines. We have accelerated earn on  
5 American Airlines, so an additional  
6 opportunity to earn more miles with  
7 American Airlines, free checked bags on  
8 American Airlines, in-flight discounts,  
9 priority boarding and access, and Admiral  
10 Club membership to the American Airlines  
11 lounges in all their airports.

12 Q. Now, are all of the perks or  
13 benefits travel related?

14 A. Yes.

15 Q. And approximately how much is  
16 redeemed in air flights?

17 MR. SWYERS: Objection, not  
18 provided in discovery.

19 A. I'd say 80 percent of miles  
20 redeemed.

21 Q. Now, is the work you're  
22 responsible for, is it U.S. only?

23 A. Correct.

24 Q. So the information you will be  
25 providing us today relates to the United

1 States?

2 A. Yes.

3 Q. Are there also similar programs  
4 outside of the United States with American  
5 Airlines?

6 A. Yes.

7 Q. Someone else is responsible for  
8 that?

9 A. Correct.

10 Q. Approximately how many different  
11 Citi cobranded cards are there, cobranded  
12 with American Airlines?

13 A. There are approximately -- there  
14 are eight different products.

15 Q. Such as? Give me examples of the  
16 names.

17 A. Citi Executive AAdvantage card,  
18 Citi Platinum, Citi Business AAdvantage,  
19 Citi Bronze AAdvantage.

20 Q. Would Citi -- what does Citi  
21 Business refer to?

22 A. The Citi AAdvantage -- Citi  
23 Business Advantage card offers the value  
24 proposition and benefit -- airline benefits  
25 to small businesses, and products and

1 services for small business owners and  
2 their employees.

3 Q. What is the World MasterCard?

4 A. The World MasterCard is a  
5 partnership we also have with MasterCard  
6 which offers benefits from MasterCard for  
7 travel and for card member experiences.

8 Q. Is that also an American Airlines  
9 relationship?

10 A. Yes.

11 Q. Let me show you what we have  
12 premarked as NOR Exhibit 523. Are you  
13 familiar with this document?

14 A. Yes.

15 Q. And what is it?

16 A. It's a travel blog that's  
17 announcing -- that's making note of our  
18 product, new products with American  
19 Airlines, Citi Business card.

20 MR. SWYERS: I will put an  
21 objection on the record for hearsay as  
22 to this, to the extent that a blog may  
23 or may not satisfy hearsay  
24 requirements. Thank you.

25 Q. Were you aware of this at the

1 time it was issued?

2 A. Yes. We put a press release out  
3 announcing the new Citi Business AAdvantage  
4 World MasterCard. And from there, we  
5 get -- we have press inquiries that come to  
6 us to get more information on our products.

7 Q. And is this the text of a press  
8 release?

9 A. Yes.

10 Q. Can you look it over and confirm  
11 that the information it provides is  
12 accurate?

13 A. Yes.

14 Q. It is accurate?

15 A. It is accurate.

16 Q. Let me show you what we have  
17 marked as NOR Exhibit 527. Can you  
18 identify what this is?

19 A. This is an article announcing our  
20 debit card with American Airlines which was  
21 done back in 2002 which we issued.

22 Q. It is a press release?

23 A. It's taken off of a press  
24 release. It looks like it was an article.

25 MR. SWYERS: I'm going to place

1 an objection on the record as to  
2 authenticity on this one, and also as  
3 to hearsay as applicable.

4 Q. Let me show you what we have  
5 marked as Opposer Exhibit 1.

6 (Exhibit 1, document Bates stamped  
7 OPP 13582 through 87 marked for  
8 identification, as of this date.)

9 Q. Can you identify what this  
10 document is?

11 A. Yes.

12 Q. And what is it?

13 A. This is an insert that we put  
14 into the Citi -- I am sorry, this is an  
15 instert we put into the American Airlines  
16 AAdvantage mailers, statement mailers where  
17 they announce miles you have earned with  
18 American Airlines and we would insert this  
19 to prospects to get a new card.

20 Q. So is this something that's  
21 actually mailed out by American Airlines?

22 A. Yes.

23 Q. And who prepares the insert?

24 A. Citi, Citi in affiliation with  
25 American Airlines prepares the inserts.

1 Q. And pretty obvious, but is there  
2 considerable amount of Citi, C-I-T-I  
3 branding on this?

4 A. Yes.

5 (CONFIDENTIAL PORTIONS CONTINUED ON  
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1 Q. Does this sort of preparation of  
2 this type of material fall within your area  
3 of responsibility?

4 A. Yes.

5 Q. Let me show you what we have  
6 marked as Opposer Exhibit 2.

7 (Exhibit 2, document Bates stamped  
8 OPP 13588 through 92 marked for  
9 identification, as of this date.)

10 Q. Let me withdraw that. Let me go  
11 back to Exhibit 1, the mailers we were  
12 talking about. Are these sent to  
13 individuals living within the United  
14 States?

15 A. Yes.

16 Q. Outside the United States?

17 A. No.

18 Q. What is Opposer Exhibit 2?

19 A. This is the American Way magazine  
20 which is on all of American Airlines'  
21 flights in all the seat back pockets.

22 Q. Now, this is not the full  
23 magazine, correct?

24 A. Correct.

25 Q. What is this?

1           A.       This is our inserts within that  
2 magazine. So we have a four-page layout  
3 which promotes our credit cards.

4           Q.       And are -- over the last four to  
5 five years, have these inserts been in all  
6 the American Way magazines?

7           A.       Yes.

8           Q.       Let's look at Opposer Exhibit 3.  
9 What is this?

10                   (Exhibit 3, document Bates stamped  
11 OPP 13593 through 97 marked for  
12 identification, as of this date.)

13           A.       This is American Way magazine,  
14 another edition, another edition of  
15 American Way magazine. We have -- there is  
16 two per month that they issue in their  
17 planes. So this exhibit shows July 1. The  
18 last exhibit shows July 15. Every 15 days,  
19 they issue a new magazine with different  
20 contents, but we are always in their  
21 magazine.

22           Q.       With a multiple-page spread?

23           A.       With a multiple-page spread.

24           Yes.

25           Q.       Let's look at Exhibit 4.

1                   (Exhibit 4, document Bates stamped  
2           OPP 13619 through 34 marked for  
3           identification, as of this date.)

4           Q.       Can you identify what Exhibit 4  
5           is?

6           A.       This is a direct mail piece sent  
7           out to American Airline prospects and this  
8           is sent out from Citi.

9                   (CONFIDENTIAL PORTIONS CONTINUED ON  
10           NEXT PAGE)

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1 Q. Let me show you what we have  
2 premarked as Opposer Exhibit 5. I will ask  
3 you to identify what that is.

4 (Exhibit 5, document Bates stamped  
5 OPP 13635 through 640 marked for  
6 identification, as of this date.)

7 A. This is a direct mail piece that  
8 comes from AA, from American Airlines to  
9 their prospects as well.

10 Q. When you say prospect from  
11 American Airlines' perspective, what does  
12 at that mean?

13 A. American Airlines AAdvantage  
14 members who are flying with American but  
15 don't have a credit card.

16 Q. Why does American Airlines want  
17 to promote your credit card?

18 A. The card members that have a  
19 loyalty to American Airlines increase their  
20 spend on flights and travel with American  
21 Airlines. We have seen increased loyalty  
22 with American Airlines through our  
23 cardholders and they earn miles that are on  
24 the credit card which are the same miles  
25 that they earn on just flying with American

1 Airlines.

2 Q. So if someone flies on American  
3 Airlines and they have joined the, their  
4 frequent flier club, they, I take it, they  
5 can get frequent flier miles in their  
6 account, is that right?

7 A. That's right.

8 Q. Are you saying that if they also  
9 have an American Airlines, a Citi American  
10 Airlines cobranded credit card, they are  
11 likely to use American Airlines more  
12 frequently?

13 A. Yes.

14 Q. Who responsible -- let me  
15 withdraw that.

16 Does Opposer Exhibit 5 again fall  
17 within your area of responsibility?

18 A. Yes.

19 Q. In terms of preparing it?

20 A. Yes.

21 (CONFIDENTIAL PORTIONS CONTINUED ON  
22 NEXT PAGE)

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1 Q. You may have -- let me withdraw  
2 that.

3 Do you use -- are there websites  
4 that also promote this relationship?

5 A. Yes.

6 Q. And is advertising made available  
7 in Citi branches?

8 A. Yes.

9 Q. What sort of promotions do you do  
10 through Citi branches?

11 A. We do stand alone, what we call  
12 "Take Ones" which are basically advertising  
13 stands with our offer, with our offer to  
14 sign up. Branch managers and tellers have  
15 the option of selling the card. The ATM  
16 screens offer incentives to cardholders.

17 Q. Do you advertise on third-party  
18 websites?

19 A. Yes.

20 Q. Such as?

21 A. CreditCards.com, flierTalk.

22 Q. CheapTickets?

23 A. CheapTickets.

24 Q. .Com?

25 A. Yeah.

1 Q. How do you get advertising on  
2 those sorts of places?

3 A. We buy media through our creative  
4 agencies which basically display our ad on  
5 hundreds and hundreds of different sites,  
6 travel-related. Looking at our  
7 demographic, looking at our audience, they  
8 use that as their feed into what sites are  
9 going to be applicable to our card. So  
10 heavily in travel, travel-related sites.

11 Q. Now, in terms of American  
12 Airlines' channels, you already testified  
13 about some of the mailings that American  
14 Airlines does. What about other channels,  
15 American airline promotional channels?  
16 What are some of those?

17 A. Phones are one of the channels,  
18 where if you call into AAdvantage customer  
19 service or reservations to book a flight,  
20 we will cross-sell you with our credit  
21 card.

22 Q. Meaning if I am on hold waiting  
23 or if I am asked whether I will go to it?  
24 How does that work?

25 A. If you are on, making a

1 reservation, when you're done with your  
2 business, they will cross-sell you if you  
3 want to earn miles with a credit card, with  
4 a Citi AAdvantage credit card.

5 Q. What about the Admiral's Club?

6 A. We advertise throughout all the  
7 hub airports, airports where American  
8 Airlines flies most frequently. Throughout  
9 the airports, the terminals, the Admiral's  
10 clubs, the parking shuttles, the car rental  
11 shuttles.

12 Q. What kind of advertising is this?

13 A. Stand-alone advertisements for  
14 our credit card products. We advertise our  
15 Citi AAdvantage Platinum card and Citi  
16 Executive Advantage card.

17 Q. Now, how is it done actually  
18 physically in the airport? What's the  
19 advertisement medium called?

20 A. It is called dioramas.

21 Q. Dioramas?

22 A. They are call dioramas and there  
23 are also multimedia displays which are  
24 essentially plasmas with rotating  
25 creatives.

1 MR. SWYERS: I will place an  
2 objection again on the record for this  
3 line of questioning as both not  
4 provided in either marketing, in  
5 response to marketing interrogatories,  
6 or requests for production of  
7 documents, or to the extent relevant to  
8 channels of trade interrogatories or  
9 requests for production of documents  
10 that we posed to opposing counsel in  
11 this matter.

12 Q. How far back -- you have been at  
13 the company since 2007. Does this  
14 advertising in airports date back to that  
15 time?

16 A. Yes.

17 Q. And what are the airports that  
18 this advertising appears in?

19 A. In JFK, LaGuardia, O'Hare which  
20 is in Chicago, Miami, DFW which is in  
21 Dallas and LAX which is in LA.

22 Q. What is it about those airports?

23 A. Those are what American Airlines  
24 considers their hub markets, their largest  
25 amount of flights are generated, as well as

1 connecting flights and their most frequent,  
2 I guess, customers fly out of.

3 Q. Do you advertise on American  
4 Airlines in-flight programming?

5 A. Yes.

6 Q. Now, an earlier witness, Mary Ann  
7 Villanueva testified about the JFK tunnel  
8 advertising. Were you personally  
9 responsible for that?

10 A. Yes.

11 Q. When did that go into existence?

12 A. September of 2011.

13 (CONFIDENTIAL PORTIONS CONTINUED ON  
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1 Q. Let's mark, let me show you what  
2 we have marked as Opposer Exhibit 6.

3 (Exhibit 6, document Bates stamped  
4 OPP 13599 through 618 marked for  
5 identification, as of this date.)

6 Q. I believe this may include more  
7 than one separate document. I ask you if  
8 you could look at this and identify what  
9 documents were in Opposer Exhibit 6.

10 A. This is the Citi Executive World  
11 Elite MasterCard direct mail piece.

12 (CONFIDENTIAL PORTIONS CONTINUED ON  
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1 Q. Let me show you what we have  
2 marked as Opposer Exhibit 7.

3 (Exhibit 7, document Bates stamped  
4 OPP 5609 through 5618 marked for  
5 identification, as of this date.)

6 Q. Can you identify what this is?

7 A. This first -- there are two  
8 documents here. This first document is  
9 directory of services for the Citi  
10 AAdvantage American Express card which you  
11 get as a cardholder. So when you --

12 Q. All right, does that go from page  
13 5609 to 5614?

14 A. Correct.

15 Q. What is the Citi Select  
16 AAdvantage American Express card?

17 A. It is our Citi Advantage credit  
18 card which has, which uses, which uses an  
19 American Express network.

20 Q. This document is dated 2008 on  
21 the first page.

22 A. Um-hm.

23 Q. Does this program go back at  
24 least as far as 2008, this card?

25 A. Yes.

1 Q. All right, now, turning to page  
2 5615. What document is this?

3 A. This is an offer for a Citi  
4 AAdvantage American Express card which is  
5 targeted to our existing Citi credit  
6 cardholders which are non-AA cardholders.

7 Q. And does this, on the page 5615,  
8 there is a picture of a card in the upper  
9 front -- front of the card in the upper  
10 right-hand side of the page. Does that  
11 accurately reflect the branding on the  
12 card?

13 A. Yes.

14 Q. This actually has American  
15 Airlines' branding, Citi branding and  
16 American Express branding, yes?

17 A. Yes.

18 Q. Let's look at Opposer Exhibit 8.

19 (Exhibit 8, document Bates stamped  
20 OPP 10797 through 810 marked for  
21 identification, as of this date.)

22 Q. I will ask you if you can  
23 identify what this is.

24 A. These are screen shots from  
25 American Airlines website AA.com.

1 Q. Are these pages that are showing  
2 Citi branding because of the Citi  
3 relationship with American Airlines?

4 A. Yes.

5 Q. Do you engage in any efforts on  
6 this website when a customer -- when  
7 someone seeking to fly on American Airlines  
8 comes in to book travel? Do you attempt to  
9 market to that customer?

10 A. Yes.

11 Q. How do you do that?

12 A. We have an offer on what's called  
13 the booking path pages, if you're booking  
14 travel with American Airlines, we have a  
15 banner that appears to cross-sell them for  
16 the credit card.

17 Q. So for example, on this first  
18 page, if I go in and put in my AAdvantage  
19 number, and my password, and now I get to  
20 the page where I can now start putting in  
21 where I want to fly to, what happens?

22 A. A banner will appear to show that  
23 you can get additional savings on that  
24 flight if you sign up for our credit card  
25 today. And that appears whether you log

1 in, which it is showing here or not. So  
2 even if you are coming on the flight and  
3 looking for a flight, that banner will  
4 appear.

5 Q. Let me show you what we have  
6 marked as Opposer Exhibit 9, I will ask you  
7 if you can identify what that is.

8 (Exhibit 9, document Bates stamped  
9 OPP 10576 through 583 marked for  
10 identification, as of this date.)

11 A. This is our card marketed -- our  
12 cards marketed on Citi.com. Our Citigroup  
13 website.

14 Q. And if you can just look at  
15 these, can you confirm for us that the  
16 basic information about these cards is  
17 accurate?

18 A. Yes.

19 Q. It is accurate?

20 A. It is accurate.

21 Q. And do the photographs of the  
22 front of the credit cards accurately  
23 portray the branding?

24 A. Yes, they do.

25 Q. Let me show you what we have

1 premarked as Opposer Exhibit 10.

2 (Exhibit 10, document Bates stamped  
3 OPP 6230 marked for identification, as of  
4 this date.)

5 Q. I will ask you if you can  
6 identify what that is?

7 A. This is a screen shot on Citi.com  
8 of the rewards program -- of the airline  
9 program that you get enrolled into with our  
10 credit card with American Airlines.

11 Q. Let me show you what we premarked  
12 as Opposer Exhibit 12.

13 (Exhibit 12, document Bates stamped  
14 OPP 5244 through 5250 marked for  
15 identification, as of this date.)

16 Q. Can you identify what this is?

17 A. This is a credit card statement  
18 for the Citi AAdvantage credit card.

19 Q. Someone who charges money on the  
20 card and gets a statement as to how much  
21 they owe? Or the balance or --

22 A. Their balance, how much they owe,  
23 and the miles that they have earned on the  
24 card.

25 Q. Now, is this -- are these

1 statements Citi-branded?

2 A. Yes.

3 Q. C-I-T-I?

4 A. Yes.

5 Q. Whenever we have used "Citi"  
6 today, I believe, unless I asked you about  
7 the city of Dallas, for example, we are  
8 talking about C-I-T-I?

9 A. Correct.

10 Q. Let me show you what we have  
11 premarked as Opposer Exhibit 13.

12 (Exhibit 13, document Bates stamped  
13 OPP 5240 through 5243 marked for  
14 identification, as of this date.)

15 Q. Can you identify what this is?

16 A. This is a credit card statement  
17 for the Citi Business AAdvantage card.

18 Q. This one shows December 28  
19 through January 29, 2008. Do you see that?

20 A. Yes.

21 Q. And does this accurately portray  
22 the type of branding that would be on  
23 statements at or about that time?

24 A. Yes.

25 Q. Has Citi Business card been in

1 existence since you have been at Citibank?

2 A. Yes.

3 Q. And who was it marketed to?

4 A. It is marketed to American  
5 Airlines frequent fliers who are also a  
6 small business owner.

7 (CONFIDENTIAL PORTIONS CONTINUED ON  
8 NEXT PAGE)

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1           Q.     Now, you testified at the  
2 beginning when you were describing your  
3 area of responsibility that you were also  
4 responsible for a cobranding relationship  
5 with Hilton Hotels?

6           A.     Yes.

7           Q.     And what is that?

8           A.     That's a cobranded credit card  
9 with Hilton targeted to the Hilton HHonors  
10 enrollment program.

11          Q.     What does Hilton HHonors mean?

12          A.     You earn points towards stays  
13 with their properties.

14          Q.     What are the benefits you can get  
15 then from earning these points?

16          A.     You can earn free rooms at all  
17 their hotels, all their hotel properties,  
18 upgrades and other benefits such as late  
19 check-out, early check-in.

20          Q.     What is the -- how long has the  
21 relationship with Hilton been, Citi Hilton?

22          A.     That one has been in existence at  
23 least four years.

24          Q.     Four years?

25          A.     Yes.

1 Q. That would be back to 2008?

2 A. Correct.

3 Q. So it actually came online when  
4 you were at the company?

5 A. Yes.

6 Q. Are you currently responsible for  
7 the Citi Hilton marketing materials?

8 A. Yes.

9 (CONFIDENTIAL PORTIONS CONTINUED ON  
10 NEXT PAGE)

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1 Q. And are the materials associated  
2 cobranded?

3 A. Yes.

4 Q. So it has Citi branding as well  
5 as Hilton branding?

6 A. Yes.

7 Q. So for example, when a customer  
8 gets a statement from Hilton, will it be  
9 cobranded?

10 A. Yes.

11 Q. Let me hand you what we marked as  
12 Opposer Exhibit 14.

13 (Exhibit 14, document Bates stamped  
14 OPP 10811 through 10814 marked for  
15 identification, as of this date.)

16 Q. Can you identify what this is?

17 A. These are screenshots on Hilton  
18 HHonors' website displaying our credit card  
19 products.

20 Q. Let me show you what we have  
21 premarked as Opposer Exhibit 15. Can you  
22 identify what this is?

23 A. This is the Citi Hilton credit  
24 card on Citi.com, our Citi website.

25 Q. And there is a picture of a car

1       there on this page. Does that accurately  
2       reflect the front, the branding on the  
3       front of the card?

4             A.     Yes.

5             Q.     This one has HiltonCiti and Visa  
6       branding?

7             A.     Yes.

8             Q.     And looking at this, it says  
9       "Card at a glance" on here, if you would  
10      give it a glance, can you confirm that the  
11      information about the benefits set forth on  
12      the website page is correct?

13            A.     Yes.

14            Q.     It is correct?

15            A.     It is correct.

16            Q.     Now, you mentioned when you first  
17      testified that there was a cobranding with  
18      Expedia as well?

19            A.     Yes.

20            Q.     So what is the nature of that  
21      card?

22            A.     It's a cobranded partnership card  
23      with Expedia.com, the travel website.

24            Q.     And the materials associated with  
25      that card are cobranded including Citi

1 branding?

2 A. Yes.

3 (CONFIDENTIAL PORTIONS CONTINUED ON  
4 NEXT PAGE)

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1 Q. Is the relationship with American  
2 Airlines promoted in television  
3 advertising?

4 A. Yes.

5 Q. And in national media?

6 A. Yes.

7 Q. We have had a couple of ads that  
8 have already been previously marked. We  
9 have already offered them into evidence.  
10 We will skip over those.

11 Can we take a break.

12 MR. SWYERS: Absolutely.

13 (Recess)

14 (CONFIDENTIAL PORTIONS CONTINUED ON  
15 NEXT PAGE)

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1 Q. And on the American Airlines  
2 cards, Citi American Airlines cards, are  
3 there black out dates?

4 A. With our card, there are no black  
5 out dates.

6 Q. What is is a black out date?

7 A. Certain dates are identified  
8 through American Airlines as high travel  
9 dates which you can't redeem miles for,  
10 such as Christmas or Thanksgiving, high  
11 travel periods. With our card, you can use  
12 the miles that you have earned from our  
13 card on those date, essentially, there is  
14 no restrictions for using miles to redeem  
15 on travel for American Airlines.

16 Q. Is that fact promoted from time  
17 to time?

18 A. Yes.

19 Q. Now, what about foreign exchange  
20 fees?

21 A. On the Citi executive card and on  
22 our Hilton reserve card, we do not charge  
23 for foreign transaction fees?

24 Q. Is that promoted from time to  
25 time?

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A. Yes.

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1 Q. And I do.

2 I have no further questions.

3 You know what, I do. I am sorry.

4 If you could look at Opposer Exhibit 4, you  
5 can pull out 4 and 5.

6 A. OK.

7 Q. You have 4?

8 A. Yes.

9 Q. Do you see on the cover there is  
10 a -- how would you describe what appears  
11 below "Love the Journey" and above "With  
12 All New Travel Benefits" appearing on the  
13 first page, 13619.

14 A. An airplane with a jet stream.

15 Q. So the line behind it is the fade  
16 out of the, whatever, the jet streamline  
17 that appears behind the airplane?

18 A. Yes.

19 Q. Is that common imagery, the jet  
20 stream and/or the airline, the shape of an  
21 airplane in your promotional materials?

22 A. Yes, yes.

23 Q. Now, if you would look at opposer  
24 Exhibit 5 and we talked, I think on this  
25 one or others, we talked about that this

1 particular first page, Exhibit 13635, has  
2 photos, images of the front of the credit  
3 cards, correct?

4 A. Um-hm, yes.

5 Q. So for example, the one on the  
6 left -- I'm sorry, the one on the right, it  
7 says AA AAdvantage, Citi, Citi Business.  
8 Do you see that?

9 A. Yes.

10 Q. Now, there is some shading going  
11 from the upper left-hand corner down to the  
12 middle on the right and it is a decreasing  
13 sort of shading. Can you just tell us what  
14 that is?

15 A. That's the jet stream that is  
16 based on our -- the American Airlines  
17 planes and it is a constant logo treatment  
18 on all our credit cards.

19 Q. All the Citi AAdvantage American  
20 Airlines cards?

21 A. Yes.

22 Q. For how long has that been on  
23 those cards?

24 A. Since we started issuing cards  
25 with them.

1 Q. Meaning?

2 A. '87, 1987.

3 MR. PLEVAN: No further  
4 questions.

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1 MR. SWYERS: Just preliminarily,  
2 we will renew our objections as  
3 cumulative to the extent any of the  
4 testimony today was cumulative and  
5 rooted in information not produced  
6 during the discovery of this case.

7 Would you like to offer the  
8 exhibits?

9 MR. PLEVAN: Yes, I offer all the  
10 exhibits we have referred to.

11 MR. SWYERS: In reference to the  
12 exhibits, I don't have any objection to  
13 the exhibits, save for potentially 523,  
14 and in regard to 523, I'm just going to  
15 talk to the witness about Exhibit 523  
16 and reserve my right to object to it  
17 once we have had an opportunity to chat  
18 about it.

19 EXAMINATION BY

20 MR. SWYERS:

21 Q. If I may direct your attention to  
22 Exhibit 523, it is the LexisNexis printout.  
23 I am sorry, for the record, it is Opposer  
24 NOR Exhibit 523.

25 Please correct me if I am wrong,

1 I'm just trying to understand what this  
2 exhibit is. It was my impression that you  
3 testified that this was a press release or  
4 based upon a press release issued by Citi.  
5 Do you recall that?

6 A. Yes.

7 Q. Now, does Citibank rate its own  
8 stock?

9 A. No.

10 Q. Can you turn to the second page,  
11 please. The last full paragraph, I believe  
12 it starts with, "Citi currently retains its  
13 Zacks number 3 rank which translates into a  
14 short term hold rating." Would you  
15 understand what that is?

16 A. No.

17 Q. Do you have any clue ultimately  
18 what then this whole document is? It is --

19 A. It's an article based on a press  
20 release that we gave on our credit card.

21 Q. So it is an article written by  
22 somebody else based upon a press release we  
23 are not looking at now, is that correct?

24 A. Yes.

25 Q. Did you personally print this

1 out?

2 A. No.

3 MR. SWYERS: I will now make an  
4 objection as to this as to hearsay and  
5 I candidly think that this witness  
6 isn't competent to authenticate this  
7 document and I will place that on the  
8 record and move to strike this  
9 document.

10 Q. I would like to direct your  
11 attention if I may to opposer's Exhibit 5  
12 which resembles this (indicating). Ready?

13 A. Yes.

14 Q. Thank you. You mentioned the  
15 term "value proposition." What, in your  
16 field, does a value proposition mean?

17 A. It's the benefits we offer to a  
18 cardholder.

19 Q. Are there any, looking at the  
20 first page of this exhibit -- which  
21 specifically has been identified, I  
22 believe, as OPP 013635, are there any value  
23 propositions that are highlighted for this  
24 advertisement?

25 A. Yes.

1 Q. Can you tell me what those are?

2 A. Free checked bag. Priority  
3 boarding, 25 percent savings in flight,  
4 double miles eligible purchases.

5 Q. Are there any other value  
6 propositions that are highlighted here on  
7 this first page?

8 A. 40,000 miles.

9 Q. So there are -- can we agree  
10 there are five value propositions on this  
11 advertisement?

12 A. Yes.

13 Q. I guess five highlighted as we  
14 have talked about?

15 A. Yes.

16 Q. Turning your attention to what  
17 has been designated as Opposer's Exhibit  
18 number 4, are there any value propositions  
19 on this? Well, I guess to say the envelope,  
20 are there any value propositions on the  
21 envelope that you can see?

22 A. Yes.

23 Q. And that would be?

24 A. The 35,000 miles, as well as if  
25 you look on the next page, which is also

1 the envelope, first checked bag free,  
2 priority boarding, 100 dollar flight  
3 discounts and double miles.

4 Q. And you're familiar with this  
5 envelope as it were?

6 A. Yes.

7 Q. Just so the record is clear, is  
8 the page designated OPP 013619, that would  
9 be the front of the envelope, correct?

10 A. Correct.

11 Q. And what you referenced a moment  
12 ago which is designated as OPP 013620, is  
13 that the back of the envelope?

14 A. Yes.

15 Q. You spoke about cobranded cards  
16 extensively. And you specifically spoke  
17 about the relationship with American  
18 Airlines for the past 25 years, right?

19 A. Yes.

20 Q. Was it your testimony that you  
21 advertised this once every five years or --  
22 I shouldn't say once every five years but  
23 only every five years?

24 A. No.

25 Q. So it is advertised continuously

1 in that -- for that 25-year period?

2 A. Yes.

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1           Q.     Now, your credit card  
2           advertisements appear both on American  
3           Airlines websites, as well as I think you  
4           testified if you call in to make  
5           reservations through American Airlines'  
6           reservation line, they will try to cross  
7           sell you on the credit cards, right?

8           A.     Yes.

9           Q.     You all don't provide the airline  
10          service, correct?

11          A.     Correct.

12                    (CONFIDENTIAL PORTIONS CONTINUED ON  
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1 Q. And you have such a relationship  
2 with Expedia.com, correct?

3 A. Yes.

4 Q. Now, Expedia.com, are you  
5 familiar with their logo?

6 A. Yes.

7 Q. Can you describe it for the  
8 record?

9 A. It's yellow and it has a, I  
10 believe, it has a travel benefit on it.

11 Q. Does it have any representation  
12 of an airplane on it, to your knowledge?

13 A. I'm not positive.

14 Q. One way or the other?

15 A. Yeah.

16 Q. One more moment.

17 A. Certainly.

18 Q. Towards the end of your  
19 testimony, you testified towards -- I  
20 believe or excuse me, regarding an air  
21 stream design as counsel called it. I will  
22 reference you I believe to Opposer's  
23 Exhibit 5. Do you know if you all have  
24 ever claimed trademark rights in that air  
25 stream design?

1           A.     I'm not familiar.

2           Q.     Fair enough.

3                   MR. SWYERS: I have nothing  
4           further at this time.

5   EXAMINATION BY

6   MR. PLEVAN:

7           Q.     One or two questions.

8                   (CONFIDENTIAL PORTIONS CONTINUED ON  
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1 MR. PLEVAN: I have nothing  
2 further.

3 - - - -

4 EXAMINATION BY  
5 BY MR. SWYERS:

6 (CONFIDENTIAL PORTIONS CONTINUED ON  
7 NEXT PAGE)

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1                   MR. SWYERS: I have nothing  
2                   further.

3                   EXAMINATION BY

4                   MR. PLEVAN:

5                                 (CONFIDENTIAL PORTIONS CONTINUED ON  
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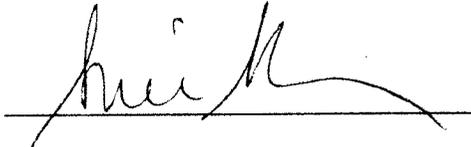
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MR. SWYERS: You are done.

THE WITNESS: OK, good.

  
\_\_\_\_\_  
JASON BAUM

Subscribed and sworn to  
before me this 13 day  
of MO February, 2012.

  
\_\_\_\_\_

**SONIA GARCIA**  
Notary Public  
State of New York  
No. 01GA6112017  
Qualified in QNS County  
Commission Exp. 6/28/16

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CERTIFICATE

I, MARY F. BOWMAN, a Registered Professional Reporter, Certified Realtime Reporter, and Notary Public within and for the State of New Jersey, do hereby certify:

That JASON BAUM, the witness whose deposition is hereinbefore set forth, was duly sworn by me and that such deposition is a true record of the testimony given by such witness.

I further certify that in accordance to Rule 28 of the Federal Rules of Civil Procedure that I am not related to any of the parties to this action by blood or marriage, and that I am in no way interested in the outcome of this matter.

I further certify that counsel for the adverse party, MATTHEW H. SWYERS was present at this deposition.

In witness whereof, I have hereunto set my hand this 2nd day of November, 2012. 

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MARY F. BOWMAN, RPR, CRR





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Zacks Investment Research

May 16, 2012 Wednesday 8:00 PM EST

**LENGTH:** 504 words

**HEADLINE:** Citi & AA Launch New Travel Cards - Analyst Blog

**BODY:**

Once again, Citigroup, Inc. (C) and American Airlines (also known as AA), a subsidiary of AMR Corporation (AAMRQ) tied up to launch a new travel benefit card - theCitiBusiness/ AAdvantage World MasterCard. The card would help small business owners save money and get maximum benefits from travel spending.

#### Card Benefits

The new travel card provides a lot of benefits to the cardholders. Firstly, the holders will get credited with two miles on every \$1 purchase in American Airlines under the AAdvantage program. This is also valid for certain specific business transactions related to office supply, telecommunications and car rental services.

The AAdvantage program is a popular loyalty program that enables fliers to redeem the earned miles for flights all across the globe as well as take advantage of perks like flight upgrades, vacation packages and hotel accommodations.

Cardholders are entitled to a 5% AAdvantage mileage bonus on purchases made in the initial year, provided the membership is renewed. Moreover, allowing priority boarding to the cardholder along with four other companions on the same reservation saves a lot of time while traveling.

Cardholders can save a lot of money as the first checked baggage is free for primary members along with four other companions, on the same reservation. Cardholders are entitled to a 25% discount on all the in-flight purchases made with the CitiBusiness AAdvantage World MasterCard.

The cardholders will also receive 30,000 American Airlines AAdvantage miles on making purchases worth \$1,000 or more within the first three months. An annual fee is waived for the first year for new members. Other advantages include complimentary concierge service, dedicated business card customer service and no limit or expiration on miles earned.

#### Similar Offerings

Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer NOR Ex. 523

OPP008795

Earlier this year, **Citi** and American Airlines introduced an improved version of **Citi** Platinum Select/AAdvantage card, having similar benefits as the latest **Citi** business card.

A few days back, Bank of America Corporation (BAC) issued travel cards catering to the needs of frequent travelers. The advantages of these cards included absence of foreign transaction fees, no expiry date on points earned, no blackout dates, complimentary concierge service and a bonus each year on the total purchases exclusively enjoyed by the members having multiple accounts with BofA or its affiliates.

#### Conclusion

From **Citi**'s point of view, the new card will enable it to further strengthen its grip over the credit card market. Likewise, for American Airlines, this card is a mode to serve relentlessly to its loyal customer base and a way to enhance its position as a rewarding and consumer-friendly airline.

**Citi** currently retains its Zacks #3 Rank, which translates into a short-term Hold rating. Considering the fundamentals, we also maintain our long-term Neutral recommendation on the stock.

Read the full analyst report on "C"

Read the full analyst report on "AAMRQ"

Read the full analyst report on "BAC"

Zacks Investment Research

**LOAD-DATE:** May 16, 2012

FOR IMMEDIATE RELEASE

January 23, 2002

**Citibank Introduces New Debit Card Earning American Airlines AAdvantage® Miles****Launch Includes A One Million AAdvantage Mile Grand Prize Sweepstakes**

New York — Citibank announced the introduction of the Citibank AAdvantage Debit Card, which will allow users to receive American Airlines AAdvantage miles for all debit card signature-required purchases, as well as Internet, phone, mail order and point-of-sale debit card purchases when "credit" is selected. The card is available to new and existing Citibank checking account customers and will also function as a Citibank ATM card. The card may be used at any of the more than 22 million locations where MasterCard is accepted.

The cards are the first translucent debit cards in the U.S. The Basic Citibank AAdvantage Debit Card has an annual fee of \$25.00, earns 1 AAdvantage mile for every \$2.00 spent on qualified purchases and allows users to earn up to 60,000 AAdvantage miles per calendar year. The Premium Citibank AAdvantage Debit Card has an annual fee of \$65.00, earns 1 AAdvantage mile for every \$1.00 spent and affords users the ability to earn up to 100,000 AAdvantage miles per calendar year through qualifying purchases. Cash withdrawal and PIN-based transactions do not earn mileage.

"As the variety of payment options continues to expand, we want to offer customers products that add value to their purchasing behavior. We have a long and successful relationship with the American Airlines AAdvantage program. This allows us to offer our customers who prefer using a debit card the benefits of earning miles with their purchases," said Maura Markus, President of Citibanking North America.

"Consumers have told us again and again that earning miles is an incentive they value most. And, now with the new Citibank AAdvantage Debit Card, they can earn AAdvantage miles on purchases made every day," said Ed French, President of the AAdvantage Marketing Programs. "We're also pleased to work with Citibank on this initiative, which complements the family of Citibank AAdvantage products."

The launch of the new card is being supported with promotions including a One Million AAdvantage Miles award to the Grand Prize winner in an online sweepstakes. Beginning February 1st, further sweepstakes information may be found at: [www.sweepstakes.citi.com](http://www.sweepstakes.citi.com).

Marketing programs will include print and radio advertising, in-branch merchandising, direct mail, street level marketing and incentives.

New customers will receive up to 10,000 AAdvantage miles for opening a Citibank checking account with a Citibank AAdvantage Debit Card. Existing customers can receive either 2,000 or 4,000 bonus AAdvantage miles respectively for converting to either a Basic Citibank AAdvantage Debit Card or a Premium Citibank AAdvantage Debit Card. The debit feature debits customer checking accounts for purchases and transactions.

Citibank premiered its American Airlines AAdvantage credit card in the U.S. in 1987. It is now available in 18 countries. The new Citibank AAdvantage Debit Card is available beginning the week of January 21, 2002.

Information concerning the Citibank AAdvantage Debit Card may be found at [www.citibankonline.com](http://www.citibankonline.com).

**Citigroup, Inc. v. Capital  
City Bank Group, Inc.,  
Opp. No. 91177415  
Citigroup Ex. 34**

###

## About Citibank

Citibank is a member of Citigroup (NYSE: C), the preeminent global financial services company with some

CITI 0009168

190 million customer accounts in more than 100 countries, which provides consumers, corporations, governments and institutions with a broad range of financial products and services, including consumer banking and credit, corporate and investment banking, insurance, securities brokerage, and asset management. Major brand names under Citigroup's trademark red umbrella include Citibank, CitiFinancial, Primerica, Smith Barney, Banamex, and Travelers. Additional information may be found at: [www.citigroup.com](http://www.citigroup.com).

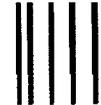
**About American Airlines AAdvantage Travel Awards**

American Airlines' AAdvantage Travel Awards Program – the first and largest of its kind – began in 1981 with 283,000 members and has grown to more than 45 million members worldwide. The AAdvantage program has more U.S. fliers than any other frequent traveler program, and it provides more opportunities to redeem miles than any other program. Additional information may be found at: [www.aadvantage.com](http://www.aadvantage.com).

FROM: (Please Print Clearly)

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WK 0412



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Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 1

OPP013582

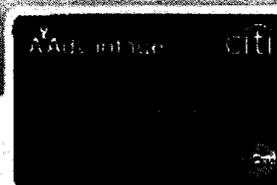
FIRST BAG'S ON US  
+  
CHIVALRY LIVES ON.



Introducing the **NEW Citi® Platinum Select® / AAdvantage® World MasterCard®**

Love the journey even more with new benefits such as Priority Boarding, \$100 Flight Discount, 25% savings on eligible in-flight purchases and much, much more.

Plus, earn **30,000 American Airlines AAdvantage® bonus miles** after spending \$1,000 in purchases within the first 3 months of being a cardmember.<sup>6</sup>



Citi® Platinum Select® / AAdvantage® World MasterCard®  
\$0 annual fee for the first 12 months, then \$95<sup>7</sup>



EXPERIENCE TRULY REWARDING TRAVEL

Discover traveling the way it should be with the Citi® Platinum Select® / AAdvantage® World MasterCard®. Every step of the journey is packed with rewards and benefits tailored to make each trip simply magnificent. Apply today, get the card and start enjoying a better travelling experience.

→ **Your first eligible checked bag is free<sup>1</sup>**

Your first eligible checked bag is free for you and up to four travel companions.

→ **Priority Boarding<sup>2</sup>**

Enjoy an enhanced boarding experience, and use the extra time to prepare for your flight.

→ **Earn a \$100 American Airlines Flight Discount every cardmembership year<sup>3</sup>**

Earn a \$100 American Airlines Flight Discount each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership.

→ **Earn AAdvantage® miles for using AAdvantage® miles<sup>4</sup>**

Earn 10% of your redeemed AAdvantage® miles back – up to 10,000 AAdvantage® miles each calendar year.

→ **25% savings on eligible in-flight purchases<sup>5</sup>**

Receive a 25% savings on in-flight food and beverage purchases when you use your Citi® / AAdvantage® card.

→ **Double AAdvantage® miles on eligible American Airlines purchases<sup>7</sup>**

Earn 2 AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases<sup>7</sup> and 1 AAdvantage® mile for every \$1 spent on other purchases.<sup>8</sup>

→ **There is no annual mileage cap<sup>6</sup>**

There's no limit to the number of AAdvantage® miles you can earn by making purchases with the card.



Call: 1-866-FLY-2238 | Visit: [away6.citicards.com](http://away6.citicards.com) | Mail: the Attached Application Form

\* This Citi® / AAdvantage® card is valid only for new Citi® / AAdvantage® accounts applied for by June 30, 2012, pursuant to this offer and excludes any other Citi® / AAdvantage® credit card offers.

<sup>1</sup> For benefit to apply, at the time of booking, Citi® / AAdvantage® account must be open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. This benefit is valid for travel booked and ticketed on or after April 2, 2012. If your credit card account is closed for any reason, this benefit will be cancelled. Eligible Citi® / AAdvantage® cardmembers may check one bag free of charge when traveling on American Airlines, American Eagle or the AmericanConnection® carrier to select domestic destinations. Up to four customers traveling with the eligible primary credit cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, including any waiver of baggage charges. Please see [www.aa.com](http://www.aa.com) for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

<sup>2</sup> For benefit to apply, at the time of booking, Citi® / AAdvantage® account must be open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. If your credit card account is closed for any reason, these benefits will be cancelled. This benefit is valid for travel booked and ticketed on or after April 2, 2012. Eligible Citi® / AAdvantage® cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnection® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible Citi® / AAdvantage® primary credit cardmember. Up to four customers traveling with and listed in the same reservation as the Citi® / AAdvantage® primary credit cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.

<sup>3</sup> Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your Citi® / AAdvantage® credit card during your cardmembership year (each 12-month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle or the AmericanConnection® carrier for itineraries sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld® partner or American Airlines codeshare flight. The Flight Discount is redeemable online at [www.aa.com](http://www.aa.com). The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnection® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked

with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 8-12 weeks for the Flight Discount delivery.

<sup>4</sup> For benefit to apply, your Citi® / AAdvantage® account must be open and active at the time of redemption. The American Airlines AAdvantage® bonus miles you earn through this benefit will be based on 10% of the total AAdvantage® miles you redeem each month during the calendar year. The maximum number of AAdvantage® bonus miles you can earn annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year, regardless of how many AAdvantage® miles you redeem in that calendar year. This benefit only applies to AAdvantage® miles redeemed from the primary cardmember's AAdvantage® account. Discover all the ways to redeem AAdvantage® miles at [www.aa.com/redeem](http://www.aa.com/redeem). Please allow 6-8 weeks after your redemption for the American Airlines AAdvantage® bonus miles to post to the primary cardmember's AAdvantage® account.

<sup>5</sup> Citi® / AAdvantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages and headsets on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access and SkyMall™ and DutyFree purchases. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

<sup>6</sup> American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirement.

<sup>7</sup> You will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases made with your Citi® / AAdvantage® card for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, AmericanAirlines Vacations™ packages, purchases of American Airlines AAdvantage® miles, duty-free purchases, and AA Cargo™ products and services. AAdvantage® bonus miles will be posted to your AAdvantage® account 8-10 weeks after a qualifying purchase.

<sup>8</sup> AAdvantage® miles are only earned on eligible purchases.

<sup>9</sup> The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 25.24%. The variable Penalty APR is up to 29.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee is \$95. However, this fee is waived for the first 12 months. Also, other fees will be assessed. Minimum interest charge - \$0.50. Fee for foreign purchases - 3% of each purchase transaction in U.S. dollars. Cash advance fee - Either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

## CITI DISCLOSURES

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	Up to <b>29.99%</b> , 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: (1) Make a late payment or (2) Make a payment that is returned. <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR will no longer apply to existing balances on your account if you make the next six consecutive minimum payments when due. However, the Penalty APR may apply to new transactions indefinitely.
<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 any 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 50 cents.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a>

### Fees

<b>Annual Fee</b>	<b>\$95.</b> However, this fee is waived for the first 12 months.
<b>Transaction Fees</b>	
<ul style="list-style-type: none"> <li>• Balance Transfer</li> <li>• Cash Advance</li> <li>• Foreign Purchase 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>3%</b> of each purchase transaction in U.S. dollars.</p>
<b>Penalty Fees</b>	
<ul style="list-style-type: none"> <li>• Late Payment</li> <li>• Returned Payment</li> </ul>	<p>Up to <b>\$35</b></p> <p>Up to <b>\$35</b></p>

**How We Will Calculate Your Balance:** We use a method called "daily balance."

The information about the costs of the card described in this application is accurate as of 3/1/2012. This information may have changed after that date. To find out what may have changed, write to us at Citibank, P.O. Box 6116, Sioux Falls, SD 57117-6116. 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.

OPP013585

## 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. Citibank, N.A. is located in Sioux Falls, SD.
- 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 Form, 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.
- To process the application for a new account, it must be:
  1. Accurately completed,
  2. Signed and verifiably correct, and
  3. Returned by the expiration date.
- Please send the nontransferable Application Form in the enclosed postage-paid envelope to: Citibank New Cardmember Services P.O. Box 6118, Sioux Falls, SD 57111-9683
- Please allow four weeks from date of mailing 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. In the future we may provide you with promotional offers that include balance transfer opportunities. 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 provide us with such reports.
- To receive a Citi® Platinum Select® / AAdvantage® World MasterCard®, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit will be determined by your yearly income or assets, and a review of 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 \$2,000. Please note that cash advances may be limited to a portion of your revolving credit limit.
- Balance transfers are an account feature that we make available to you through offers. If there is an offer available at this time, the Citi Disclosures will describe the terms of that offer. All balance transfers are subject to the standard purchase APR unless a promotional rate applies.
- You authorize us to report to American Airlines AAdvantage® miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- **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.

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident, visit [www.global.aadvantage.citicards.com](http://www.global.aadvantage.citicards.com) for information on how to apply for the card where you live.

American Eagle® service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnection® service is operated by Chautauqua Airlines, Inc., which is an independent contractor.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or Million Miler™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage)

American Airlines, AAdvantage, AAdvantage with Scissor Eagle design, Scissor Eagle design, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, AAirpass, American Airlines Vacations, American Eagle, AmericanConnection, Admirals Club, Million Miler, [www.aa.com](http://www.aa.com) and MileSAver are marks of American Airlines, Inc.

Citibank is not responsible for products or services offered by other companies.

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MasterCard® is a registered trademark of MasterCard International Incorporated.

The Citi® Platinum Select® / AAdvantage® World MasterCard® card is issued by Citibank, N.A.

WK 0412

▲ DETACH HERE, FOLD, MOISTEN, SEAL AND MAIL. PLEASE DO NOT USE TAPE OR STAPLES. ▲  
Have you included your AAdvantage® number? Social Security #? Phone #s? Yearly Income? Signature?

OPP013586

▲ DETACH HERE, FOLD, MOISTEN, SEAL AND MAIL. PLEASE DO NOT USE TAPE OR STAPLES. ▲  
 Have you included your AAdvantage® number? Social Security #? Phone #s? Yearly Income? Signature?

# Earn American Airlines AAdvantage® bonus miles!

Apply now for your Citi® Platinum Select® / AAdvantage® World MasterCard®



To get going even faster, call: **1-866-FLY-2238** or  
 visit **away6.citicards.com**

## APPLICATION FORM

Please see above for the Citi Disclosures, which include rates, fees and other cost information.  
 Complete all sections using blue or black ink and capital letters. Example **A1B1C**. Please mark  with an X.

### PLEASE TELL US ABOUT YOURSELF

Information you supply about your salary/wages, other income and housing payment is important to us in considering your ability to make payments on the account.

PRINT YOUR FULL NAME AS YOU WISH IT TO APPEAR ON THE CARD: FIRST, MIDDLE, LAST  
 YOUR HOME ADDRESS NUMBER AND STREET (NO P.O. BOXES) APT. NO.  
 CITY OR TOWN STATE ZIP CODE  
 NAME PHONE IS LISTED UNDER  
 PREVIOUS HOME ADDRESS NUMBER AND STREET APT. NO.  
 CITY OR TOWN STATE ZIP CODE

YEARS AT CURRENT ADDRESS  
 RESIDENCE STATUS: OWN RENT OTHER  
 MONTHLY MORTGAGE OR RENT PAYMENT  
 SOCIAL SECURITY NUMBER  
 YEARS AT PREVIOUS ADDRESS  
 DATE OF BIRTH  
 PRIMARY PHONE NO. WITH AREA CODE\*  
 BUSINESS PHONE NO. WITH AREA CODE\*

\*If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree that we may contact you at this number. You also agree to receive calls and messages such as pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

### ABOUT YOUR INCOME

ANNUAL SALARY AND WAGES† OTHER ANNUAL INCOME‡ SECURITY WORD (10 characters or less)  
 For example, current or reasonably expected salary, wages, bonuses, tips, commissions. For example, annual amounts from interest or dividends, social security or retirement benefits, rental income, alimony, child support or separate maintenance payments. Use letters or numbers; Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.  
 †Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.  
 PERMANENT U.S. RESIDENT?  
 YES NO

### EXISTING ACCOUNT

Please check if you have: Money Market/Investment Accounts: Checking Account: Savings Account/CDS/Treasury Bills:  
 Be sure to specify institution/ Bank Name where applicable.  Citibank  Other:  Citibank  Other:  Citibank  Other:

### EMAIL

INCLUDE FULL ADDRESS WITH PUNCTUATION. Example: jdoe@citi.net. If you provide an email address, we may use it to contact you about your account. We may also use your email address to send you information about products and services you might find useful.

### ADDITIONAL CARD AT NO EXTRA COST\*

For an additional card at no extra cost, please print the full name of family or household member.  
 First, Middle, Last

All AAdvantage® miles earned will be posted to the primary cardholder's account.

### AADVANTAGE MEMBERSHIP

Are you currently an American Airlines AAdvantage® member?  
 Yes No

AADVANTAGE® NUMBER:  
 AAdvantage® # provided separately in envelope. If you don't know your AAdvantage® #, enter a 9 in each box.

### PLEASE SIGN THIS FOR AUTHORIZATION

By signing below, I certify that I have read the Citi Disclosures and agree to and meet the Terms and Conditions of Offer above this application.

APPLICANT'S SIGNATURE

DATE

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N XXX 01

ATBL 552049

OPP013587

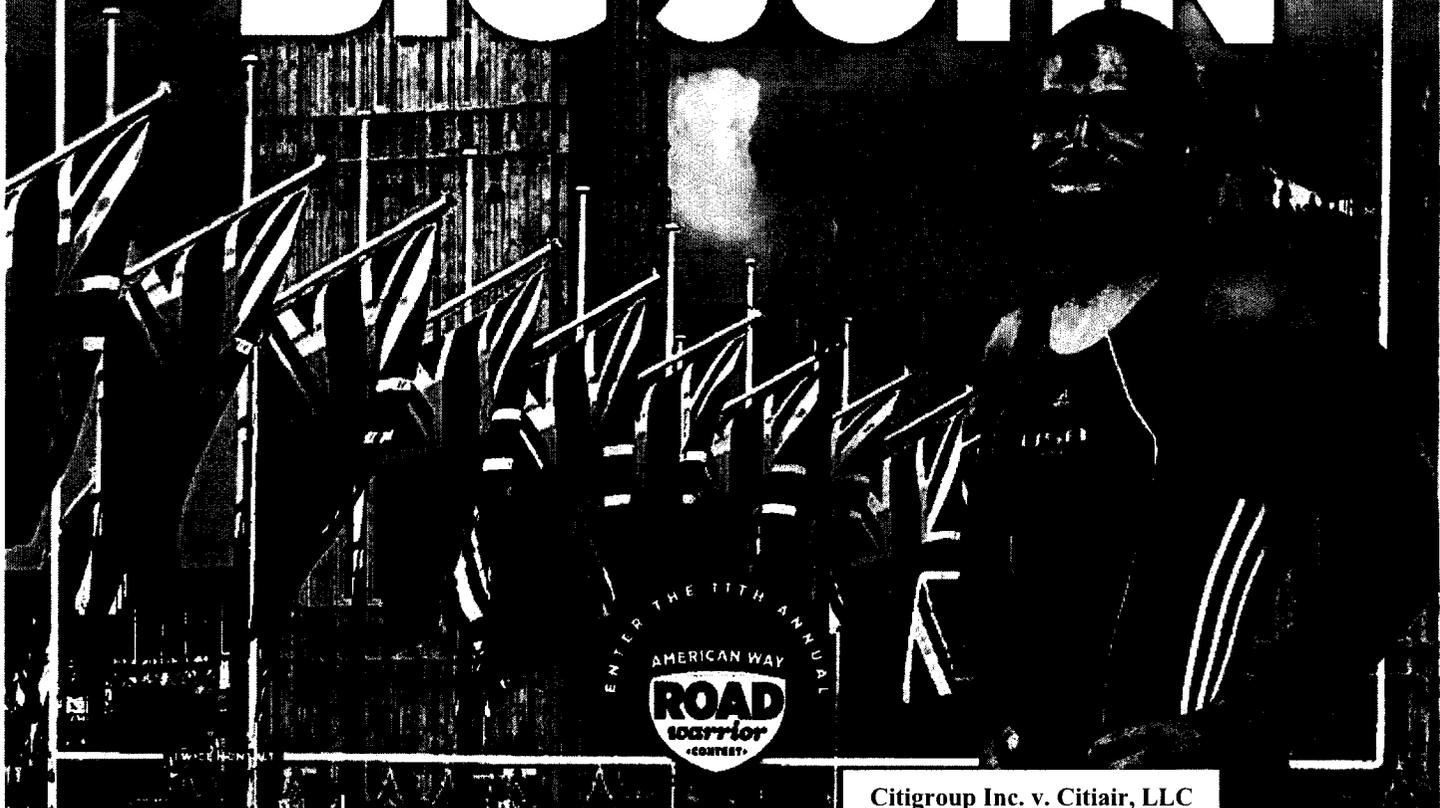
JULY 15, 2012

# AMERICAN WAY

AMERICAN AIRLINES • AMERICAN

THEY HAVE  
**BIG BEN,**  
WE HAVE  
**BIG JOHN**

TWO OF TWO



Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 2

OPP013588

# LOVE THE JOURNEY <sup>+</sup> WITH ALL NEW TRAVEL BENEFITS



Now there are even more reasons to carry the  
**NEW Citi®/AAdvantage® card.**



**NEW!**

**FIRST  
CHECKED  
BAG FREE<sup>1</sup>**



**NEW!**

**PRIORITY  
BOARDING<sup>2</sup>**



**NEW!**

**25% SAVINGS  
ON IN-FLIGHT  
PURCHASES<sup>3</sup>**



**NEW!**

**DOUBLE MILES  
ON ELIGIBLE  
PURCHASES<sup>4</sup>**

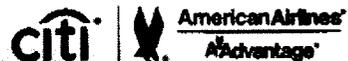
## BONUS OFFER

EARN

**35,000**

American Airlines AAdvantage® bonus miles after making \$1,500 in purchases during the first 3 months of cardmembership.<sup>5</sup>

Apply today at 1-800-520-5609 | [travel9.citicards.com](http://travel9.citicards.com)



# MILES THAT'LL TAKE YOU FARTHER

## EXPERIENCE TRULY REWARDING TRAVEL



Citi® Platinum Select® / AAdvantage® Visa Signature® card  
\$0 annual fee for the first 12 months, then \$95.<sup>2</sup>

**NEW!** Get your first eligible checked bag free for you and up to four of your travel companions.<sup>1</sup>

**NEW!** Enjoy Priority Boarding and use the extra time to prepare for your flight.<sup>2</sup>

**NEW!** Receive a 25% savings on in-flight food and beverage purchases when you use your Citi® Platinum Select® / AAdvantage® Visa Signature® card.<sup>3</sup>

**NEW!** Earn double American Airlines AAdvantage® miles.<sup>4</sup> Earn 2 AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases.<sup>4</sup> Plus, earn 1 AAdvantage® mile for every \$1 you spend on other purchases.<sup>5</sup>

## IN ADDITION, WITH THE NEW CITI® PLATINUM SELECT® / AADVANTAGE® VISA SIGNATURE® CARD, YOU CAN ALSO EARN:

**NEW!** 10% of your redeemed AAdvantage® miles back – up to 10,000 AAdvantage® miles each calendar year.<sup>6</sup>

**NEW!** \$100 American Airlines Flight Discount each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership.<sup>7</sup>

NOW THERE ARE EVEN MORE REASONS TO CARRY THE CITI® / AADVANTAGE® CARD – WHETHER YOU NEED A CREDIT CARD FOR PERSONAL USE OR FOR BUSINESS PURPOSES, WE HAVE A CARD THAT MEETS YOUR NEEDS.

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# NO MATTER WHICH WAY YOU GO.

FOR BUSINESS OWNERS:



## TAKE YOUR BUSINESS TO NEW HEIGHTS.

CitiBusiness® / AAdvantage® World MasterCard®  
\$0 annual fee for the first 12 months, then \$95.®

**NEW!** Get your first eligible checked bag free for you and up to four of your travel companions.¹

**NEW!** Enjoy Priority Boarding and use the extra time to prepare for your flight.²

**NEW!** Receive a 25% savings on in-flight food and beverage purchases when you use your CitiBusiness® / AAdvantage® World MasterCard.³

**NEW!** Earn double AAdvantage® miles on eligible American Airlines purchases⁴ and on purchases in select business categories.⁵ You'll earn 2 AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases⁴ and on purchases at certain office supply, telecommunications and car rental merchants.⁵ Earn 1 AAdvantage® mile for every \$1 spent on other purchases.⁵

**IN ADDITION, WITH THE NEW CITIBUSINESS® / AADVANTAGE® WORLD MASTERCARD®,  
YOU CAN ALSO EARN:**

**NEW!** Renew your annual cardmembership and earn a 5% AAdvantage® mileage bonus based upon eligible purchases made during the cardmembership year.⁶

**NEW!** American Airlines Companion Certificate for domestic main cabin travel after you spend \$30,000 or more in purchases each cardmembership year and renew your cardmembership. Redeeming the certificate costs \$99 for the ticketing fee plus \$21.60 to \$43.20 in government taxes and fees based on itinerary.⁷

American Airlines AAdvantage® bonus miles after making \$1,500 in purchases during the first 3 months of cardmembership.⁸

## APPLY TODAY:

+ 1-800-520-5609

+ [travel9.citicards.com](http://travel9.citicards.com)

**First Checked Bag Free:** For benefit to apply, at the time of booking, Citi® / AAdvantage® card account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. For CitiBusiness® / AAdvantage® World MasterCard® the primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). The Citi® Platinum Select® / AAdvantage® Visa Signature® card benefit is valid for travel booked and ticketed on or after April 2, 2012. The CitiBusiness® / AAdvantage® World MasterCard® benefit is valid for travel booked and ticketed on or after May 14, 2012. If your credit card account is closed for any reason, this benefit will be cancelled. Eligible Citi® / AAdvantage® cardmembers may check one bag free of charge when traveling on American Airlines, American Eagle or the AmericanConnection® carrier to domestic destinations. Up to four individuals traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, including any waiver of baggage charges. Please see aa.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

**Card Offer:** This Citi® / AAdvantage® card offer is valid only for new Citi® / AAdvantage® accounts applied for by August 31, 2012, pursuant to this offer and excludes any other Citi® / AAdvantage® credit cards offered.

**Bonus Miles:** American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirement.

**Priority Boarding:** For benefit to apply, at the time of booking, Citi® / AAdvantage® card account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. For CitiBusiness® / AAdvantage® World MasterCard®, the primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). If your credit card account is closed for any reason, these benefits will be cancelled. The Citi® Platinum Select® / AAdvantage® Visa Signature® card benefit is valid for travel booked and ticketed on or after April 2, 2012. The CitiBusiness® / AAdvantage® World MasterCard® benefit is valid for travel booked and ticketed on or after May 14, 2012. Eligible Citi® / AAdvantage® cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnection® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible Citi® / AAdvantage® primary cardmember. Up to four individuals traveling with and listed in the same reservation as the Citi® / AAdvantage® primary cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.

**25% In-Flight Savings:** Citi® / AAdvantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages and headsets on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, and SkyMall™ and duty-free purchases. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

**Double Miles on American Airlines Purchases:** You will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases made with your Citi® / AAdvantage® card for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, American Airlines Vacations™ packages, purchases of American Airlines AAdvantage® miles, duty-free purchases, and AA Cargo™ products and services. AAdvantage® bonus miles will be posted to your AAdvantage® account 8-10 weeks after a qualifying purchase.

**Eligible Purchases:** AAdvantage® miles are only earned on eligible purchases.

**10% Miles Back:** For benefit to apply, your Citi® Platinum Select® / AAdvantage® Visa Signature® account must be open and active at the time of redemption. The American Airlines AAdvantage® bonus miles you earn through this benefit will be based on 10% of the total AAdvantage® miles you redeem each month during the calendar year. The maximum number of AAdvantage® bonus miles you can earn annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year, regardless of how many AAdvantage® miles you redeem in that calendar year. This benefit only applies to AAdvantage® miles redeemed from the primary cardmember's AAdvantage® account. Discover all the ways to redeem AAdvantage® miles at aa.com/redeem. Please allow 6-8 weeks after your redemption for the American Airlines AAdvantage® bonus miles to post to the primary cardmember's AAdvantage® account.

**\$100 Flight Discount:** Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your Citi® Platinum Select® / AAdvantage® Visa Signature® card during your cardmembership year (each 12-month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle or the AmericanConnection® carrier for itineraries sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld™ partner or American Airlines codeshare flight. The Flight Discount is redeemable online at aa.com. The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnection® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 8-12 weeks for the Flight Discount delivery.

**Double Miles on Purchases in Select Business Categories:** The primary cardmember will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases with the CitiBusiness® / AAdvantage® World MasterCard® at certain office supply merchants, telecommunications merchants and car rental merchants. Office supply merchants are defined as stand-alone merchants that primarily sell stationary and office supplies for business consumption. Telecommunications merchants are defined as merchants that sell telecommunications equipment such as telephones, fax machines, pagers and cellular phones, along with providers of telecommunications services including local and long-distance telephone calls and tax services. Car rental merchants are defined as providers of short-term or long-term rentals of cars, trucks or vans. This does not include merchants that rent motor homes or other recreational vehicles. Purchases made through travel agencies, tour operators and online third-party travel sites are not eligible. AAdvantage® bonus miles will be posted to the primary cardmember's AAdvantage® account 8-10 weeks after a qualifying purchase.

**5% AAdvantage® Mileage Bonus for Renewal of Annual Cardmembership:** Each cardmembership year, the primary cardmember will earn a 5% American Airlines AAdvantage® mileage bonus on eligible purchases provided that the following conditions are met: (1) the primary cardmember renews the annual cardmembership and (2) the account remains open for at least 45 days after cardmembership renewal. Eligible purchases exclude balance transfers, fees, cash advances, items returned for credit and finance charges. The 5% AAdvantage® mileage bonus will be calculated as a percentage of the eligible purchases made on the CitiBusiness® / AAdvantage® World MasterCard® during the cardmembership year (each 12-month period prior to the account anniversary date) and will post to the primary cardmember's AAdvantage® account 6-8 weeks after the above requirements are met.

**Companion Certificate:** The primary cardmember will earn a \$99 domestic economy fare American Airlines Companion Certificate provided that: (1) \$30,000 or more in eligible purchases are made with the CitiBusiness® / AAdvantage® World MasterCard® during the cardmembership year (each 12-month period prior to the account anniversary date) and (2) the account remains open for at least 45 days after the anniversary date. After these conditions are met, please allow 8-10 weeks for delivery of the Companion Certificate. When used according to its terms, the primary cardmember will pay a \$99 companion ticket fee plus \$21.60 to \$43.20 in government taxes and fees, depending on itinerary, for one round trip qualifying domestic economy fare ticket for a companion when an individual round trip qualifying domestic economy fare ticket is purchased and redeemed through American Airlines Meeting Services. Travel must be booked and purchased in select economy inventory. The certificate will be valid one year from issue. Valid for travel on flights within the 48 contiguous United States on American Airlines, American Eagle and the AmericanConnection® carrier. For residents of Alaska and Hawaii, the Companion Certificate is valid for round trip travel originating in either of those two states and continuing to the 48 contiguous United States. Applicable terms and conditions are subject to change without notice. Details, terms and conditions, certain restrictions and restricted dates apply and will be disclosed on the certificate.

**For the Citi® Platinum Select® / AAdvantage® Visa Signature® card:** The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 25.24%. The variable Penalty APR is up to 29.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee for this card is \$95. However, this fee is waived for the first 12 months. Also, other fees will be assessed. Minimum interest charge - \$0.50. Fee for foreign purchases - 3% of each purchase transaction in U.S. dollars. Cash advance fee - Either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**For the CitiBusiness® / AAdvantage® World MasterCard®:** The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 21.99%. However, if you default under any Card Agreement, Citi may increase the rate on balances (including promotional balances) to a variable default rate of 29.99%. The annual fee is \$0 for the first twelve months and \$95 thereafter. Minimum finance charge - \$0.50. Fee for foreign purchases - 3% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency. Cash advance fee - 3% of cash advance amount, \$5 minimum. Balance transfer fee - 3% of balance transfer amount, minimum \$5.

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident, visit [globaaladvantage.citicards.com](http://globaaladvantage.citicards.com) for information on how to apply for the card where you live.

American Eagle® service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnection® service is operated by Chautauque Airlines, Inc., which is an independent contractor.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or Million Miler™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage)

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JULY 01, 2012

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# ROADWAY

# Who's *This* Guy?

As the heir to  
the Spider-Man legacy,  
**ANDREW GARFIELD**  
is about to  
become a name  
you know



## STRETCHING THE DOLLAR

Living on a budget? Stuff  
bought at the \$99 store  
ain't worth it.

Spend some time in

# MANAUS, BRAZIL

(Page 10)

Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 3

OPP013593

# LOVE THE JOURNEY

## WITH ALL NEW TRAVEL BENEFITS



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**NEW!**

**FIRST CHECKED BAG FREE<sup>1</sup>**



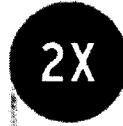
**NEW!**

**PRIORITY BOARDING<sup>2</sup>**



**NEW!**

**25% SAVINGS ON IN-FLIGHT PURCHASES<sup>3</sup>**



**NEW!**

**DOUBLE MILES ON ELIGIBLE PURCHASES<sup>4</sup>**

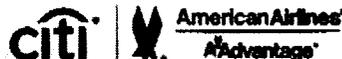
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# MILES THAT'LL TAKE YOU FARTHER

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**\$100 Flight Discount:** Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your Citi® Platinum Select® / AAdvantage® Visa Signature® card during your cardmembership year (each 12-month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle or the AmericanConnection® carrier for itineraries sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld® partner or American Airlines codeshare flight. The Flight Discount is redeemable online at aa.com. The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnection® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 8-12 weeks for the Flight Discount delivery.

**Double Miles on Purchases in Select Business Categories:** The primary cardmember will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases with the CitiBusiness® / AAdvantage® World MasterCard® at certain office supply merchants, telecommunications merchants and car rental merchants. Office supply merchants are defined as stand-alone merchants that primarily sell stationery and office supplies for business consumption. Telecommunications merchants are defined as merchants that sell telecommunications equipment such as telephones, fax machines, pagers and cellular phones, along with providers of telecommunications services including local and long-distance telephone calls and tax services. Car rental merchants are defined as providers of short-term or long-term rentals of cars, trucks or vans. This does not include merchants that rent motor homes or other recreational vehicles. Purchases made through travel agencies, tour operators and online third-party travel sites are not eligible. AAdvantage® bonus miles will be posted to the primary cardmember's AAdvantage® account 8-10 weeks after a qualifying purchase.

**5% AAdvantage® Mileage Bonus for Renewal of Annual Cardmembership:** Each cardmembership year, the primary cardmember will earn a 5% American Airlines AAdvantage® mileage bonus on eligible purchases provided that the following conditions are met: (1) the primary cardmember renews the annual cardmembership and (2) the account remains open for at least 45 days after cardmembership renewal. Eligible purchases exclude balance transfers, fees, cash advances, items returned for credit and finance charges. The 5% AAdvantage® mileage bonus will be calculated as a percentage of the eligible purchases made on the CitiBusiness® / AAdvantage® World MasterCard® during the cardmembership year (each 12-month period prior to the account anniversary date) and will post to the primary cardmember's AAdvantage® account 6-8 weeks after the above requirements are met.

**Companion Certificate:** The primary cardmember will earn a \$99 domestic economy fare American Airlines Companion Certificate provided that: (1) \$30,000 or more in eligible purchases are made with the CitiBusiness® / AAdvantage® World MasterCard® during the cardmembership year (each 12-month period prior to the account anniversary date) and (2) the account remains open for at least 45 days after the anniversary date. After these conditions are met, please allow 8-10 weeks for delivery of the Companion Certificate. When used according to its terms, the primary cardmember will pay a \$99 companion ticket fee plus \$21.60 to \$43.20 in government taxes and fees, depending on itinerary, for one round trip qualifying domestic economy fare ticket for a companion when an individual round trip qualifying domestic economy fare ticket is purchased and redeemed through American Airlines Meeting Services. Travel must be booked and purchased in select economy inventory. The certificate will be valid one year from issue. Valid for travel on flights within the 48 contiguous United States on American Airlines, American Eagle and the AmericanConnection® carrier. For residents of Alaska and Hawaii, the Companion Certificate is valid for round trip travel originating in either of those two states and continuing to the 48 contiguous United States. Applicable terms and conditions are subject to change without notice. Details, terms and conditions, certain restrictions and restricted dates apply and will be disclosed on the certificate.

**For the Citi® Platinum Select® / AAdvantage® Visa Signature® card:** The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 25.24%. The variable Penalty APR is up to 29.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee for this card is \$95. However, this fee is waived for the first 12 months. Also, other fees will be assessed. Minimum interest charge - \$0.50. Fee for foreign purchases - 3% of each purchase transaction in U.S. dollars. Cash advance fee - Either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

**For the CitiBusiness® / AAdvantage® World MasterCard®:** The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 21.99%. However, if you default under any Card Agreement, Citi may increase the rate on balances (including promotional balances) to a variable default rate of 29.99%. The annual fee is \$0 for the first twelve months and \$95 thereafter. Minimum finance charge - \$0.50. Fee for foreign purchases - 3% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency. Cash advance fee - 3% of cash advance amount, \$5 minimum. Balance transfer fee - 3% of balance transfer amount, minimum \$5.

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident, visit [global.aadvantage.citicards.com](http://global.aadvantage.citicards.com) for information on how to apply for the card where you live.

American Eagle® service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnection® service is operated by Chautauqua Airlines, Inc., which is an independent contractor.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or Million Miles™ status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [aa.com/aadvantage](http://aa.com/aadvantage)

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PRESORTED  
STANDARD  
U.S. POSTAGE  
PAID  
CITIBANK

# LOVE THE JOURNEY WITH ALL NEW TRAVEL BENEFITS

Introducing the NEW  
Citi® Platinum Select® / AAdvantage® Visa Signature® card.

EARN 35,000 American Airlines AAdvantage® bonus miles.\*

11208999

Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 4

OPP013619

P.O. Box 6203, Sioux Falls, SD 57117-6203

**Start enjoying great new travel benefits such as:**

**100%**  
**NEW!**  
**FIRST CHECKED  
BAG FREE\***

**+**  
**NEW!**  
**PRIORITY  
BOARDING\***

**\$**  
**NEW!**  
**\$100 FLIGHT  
DISCOUNT\***

**2X**  
**NEW!**  
**DOUBLE MILES  
OPPORTUNITY\***

\*See inside for details.

0-612-204N2

OPP013620

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your revolving credit limit.

**After we finish our investigation, one of two things will happen:**

- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom

we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

---

#### **PAYMENTAID® PROGRAM SUMMARY**

Your purchase of PaymentAid is optional and will not impact the terms of any existing credit agreement you have with Citibank or any application for credit.

**Summary of benefits.** PaymentAid will credit your account with an amount equal to your Minimum Payment Due:

- For up to 12 billing periods in case of Involuntary Job Loss – if you lose your full-time job and are out of work for 30 consecutive days or more.

# LOVE THE JOURNEY +

## WITH ALL NEW TRAVEL BENEFITS



More reasons to carry the Citi® Platinum Select® / Advantage® Visa Signature® card.

- NEW!** FIRST CHECKED BAG FREE\*
- NEW!** PRIORITY BOARDING\*
- NEW!** \$100 FLIGHT DISCOUNT\*
- NEW!** DOUBLE MILES OPPORTUNITY\*

Apply today at 1-800-376-1360 | [applynow.citicards.com](http://applynow.citicards.com)

\*Waiver does not apply to overweight or oversized bags. See letter for complete details.



# THE CITI® / AAdvantage® CARD CAN TAKE YOU FARTHER THAN EVER.



**NEW!** Get your first bag checked free for you and up to 4 travel companions.\*



**NEW!** Earn a \$100 American Airlines Flight Discount each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership.<sup>4</sup>



**NEW!** Enjoy Priority Boarding and use the extra time to prepare for your flight.<sup>3</sup>



**NEW!** Earn 2 American Airlines AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases.<sup>7</sup> Plus, earn 1 American Airlines AAdvantage® mile for every \$1 you spend on other purchases.<sup>8</sup>

**WHAT'S MORE,** you'll enjoy 25% savings on eligible in-flight purchases.<sup>6</sup> And more.

Apply today at 1-800-376-1360 | [applynow.citicards.com](http://applynow.citicards.com)

## CITI DISCLOSURES

5-612-204AN2

### Interest Rates and Interest Charges

<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	Up to <b>29.99%</b> , 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: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR may apply indefinitely.
<b>Paying Interest</b>	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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

### Fees

<b>Annual Fee</b>	<b>\$95.</b> However, this fee is waived for the first 12 months.
<b>Transaction Fees</b>	<ul style="list-style-type: none"> <li>• Balance Transfer: Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.</li> <li>• Cash Advance: Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.</li> <li>• Foreign Purchase Transaction: <b>3%</b> of each purchase transaction in US dollars.</li> </ul>
<b>Penalty Fees</b>	<ul style="list-style-type: none"> <li>• Late Payment: Up to <b>\$35.</b></li> <li>• Returned Payment: Up to <b>\$35.</b></li> </ul>

**How We Will Calculate Your Balance:** We use a method called "daily balance (including current transactions)." See enclosed Additional Disclosures for more details.

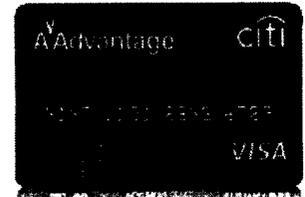
**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the enclosed Additional Disclosures.

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.

OPP013624

Invitation Number: 615538588

Jason X. Baum  
10th Floor  
1 Court Square  
Long Island City, NY 11120



**LOVE THE JOURNEY WITH ALL NEW TRAVEL BENEFITS.**

Dear Jason X. Baum,

Now you can enjoy a better travel experience and fast forward to your next trip with all the added benefits of the new Citi® Platinum Select® / AAdvantage® Visa Signature® card.<sup>1</sup>

Plus, you can earn 35,000 American Airlines AAdvantage® bonus miles after spending \$1,500 in purchases within the first 3 months of being a cardmember.<sup>2</sup>

- + Get your first bag checked free for you and up to 4 travel companions.\*
- + Enjoy Priority Boarding and use the extra time to prepare for your flight.<sup>3</sup>
- + Earn a \$100 American Airlines Flight Discount each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership.<sup>4</sup>
- + Earn AAdvantage® miles for using AAdvantage® miles. Earn 10% of your redeemed AAdvantage® miles back – up to 10,000 AAdvantage® miles each calendar year.<sup>5</sup>
- + Receive a 25% savings on in-flight food and beverage purchases when you use your card.<sup>6</sup>
- + Earn 2 American Airlines AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases.<sup>7</sup> Plus, earn 1 American Airlines AAdvantage® mile for every \$1 you spend on other purchases.<sup>8</sup>

Earning AAdvantage® miles is easy, but it's more than just getting you to your next trip faster, it's enjoying the journey in style. Plus, the \$95 annual fee is waived for the first 12 months of cardmembership. For more information, please see Citi Disclosures enclosed with this letter.

To apply, complete the Invitation Form below, or to get a Quick Response in as few as 60 seconds, call 1-800-376-1360 or visit [applynow.citicards.com](http://applynow.citicards.com) and type in your Invitation Number: 615538588. Please respond by 8/30/2012.

Sincerely,

Ken Stork  
Vice President  
Citibank, N.A.

Suzanne L. Rubin  
President, AAdvantage® Loyalty Program  
American Airlines, Inc.

AADVANTAGE® MILES AS OF  
MAY 5, 2012: 0

PLUS **35,000**  
AADVANTAGE®  
BONUS MILES<sup>2</sup> =  
**35,000** TOTAL MILES



NEW!

**FIRST CHECKED  
BAG FREE\***



NEW!

**PRIORITY  
BOARDING<sup>3</sup>**



NEW!

**\$100 FLIGHT  
DISCOUNT<sup>4</sup>**

**APPLY  
TODAY!**



VISIT [applynow.citicards.com](http://applynow.citicards.com)



CALL 1-800-376-1360

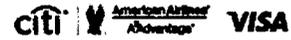


MAIL the Invitation Form

\* Please see reverse side for important information. (Over, please.)



**Citi® Platinum Select™ / AAdvantage® Visa Signature™ Card Invitation Form**



Please see the enclosed Citi Disclosures, which include rates, fees and other cost information.

**STEP 1. PERSONAL INFORMATION.**

Your name and address will appear on your account as shown below. Please mark any corrections in this area.

First, Middle Initial, Last Name

615538588  
 JASON X BAUM  
 10TH FLOOR  
 1 COURT SQUARE  
 LONG ISLAND CITY NY 11120

Social Security Number

Date of Birth

0000000

Primary Phone No. with Area Code

Business Phone No. with Area Code

If you have entered a cell phone number, or another number that you later convert to a cell phone number, you agree that we may contact you at this number. You also agree to receive calls and messages such as pre-recorded messages, calls and messages from automated dialing systems, or text messages. Normal cell phone charges may apply.

Annual Salary and Wages†

Other Annual Income†

(For example, current or reasonably expected salary, wages, bonuses, tips, commissions)

(For example, annual amounts from interest or dividends, social security or retirement benefits, rental income, alimony, child support or separate maintenance payments)

†Alimony, child support or separate maintenance income need not be revealed if you do not wish to have it considered as a basis for repaying this obligation.

Apply for the Citi® / AAdvantage® card. Get the card and start earning American Airlines AAdvantage® miles. Call 1-800-376-1360 by 08/30/2012.

Years at Current Address

Own Rent Other Residence Status

Monthly Mortgage or Rent Payment

**STEP 2. FINANCIAL INFORMATION.**

Existing Accounts Please check those that apply.

Money Market/Investment Accounts: Yes No Checking Account: Yes No Savings Account/CDs/Treasury Bills: Yes No

**STEP 3. EMAIL ADDRESS, ADDITIONAL AUTHORIZED USER AND SECURITY WORD.**

Email Address: include full address with punctuation. Example: jdoe@citi.com If you provide an email address, we may use it to contact you about your account. We may also use your email address to send you information about products and services you might find useful.

Yes, I would like to protect my account by enrolling in PaymentAid. By providing my initials, I have received the PaymentAid Program Summary on the enclosed insert and I want to purchase this OPTIONAL program. Bill my account \$0.87 per \$100 of my New Balance until I cancel. If you cancel this within the first 30 days, you will not be billed. **PRINT INITIALS**

I would like a second card at no additional cost. (Print the full name of the authorized user.)

Security Word: 10 characters or less. Use letters or numbers. Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.

NA0612

**STEP 4. AUTHORIZED SIGNATURE.**

By signing at left, I certify that I have read the Citi Disclosures, and agree to and meet the Terms and Conditions of Offer on the reverse side.

Signature

Date

4XK61J22601AMNZBBNC

XXX

01

APPS

152076

OPP013627

FROM: (Please Print Clearly)

WK 0412



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



**BUSINESS REPLY MAIL**

FIRST-CLASS MAIL PERMIT NO. 2295 SIOUX FALLS SD

POSTAGE WILL BE PAID BY ADDRESSEE

CITI NEW CARDMEMBER SERVICES  
PO BOX 6118  
SIOUX FALLS SD 57117-9683



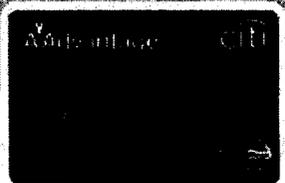
**FIRST BAG'S ON US  
CHIVALRY LIVES ON.**



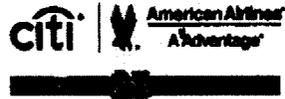
**Introducing the NEW Citi® Platinum Select® / AAdvantage®  
World MasterCard®**

Love the journey even more with new benefits such as Priority Boarding, \$100 Flight Discount, 25% savings on eligible in-flight purchases and much, much more.

**Plus, earn 30,000 American Airlines AAdvantage® bonus miles**  
after spending \$1,000 in purchases within the first 3 months of being a cardmember.⁵



Citi® Platinum Select® / AAdvantage®  
World MasterCard®  
\$0 annual fee for the first 12 months,  
then \$95⁶



## 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. Citibank, N.A. is located in Sioux Falls, SD.
- 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.
- To process the application for a new account, it must be:
  1. Accurately completed,
  2. Signed and verifiably correct, and
  3. Returned by the expiration date.
- Please send the nontransferable application in the enclosed postage-paid envelope to:

Citibank New Cardmember Services  
P. O. Box 6111  
Sioux Falls, SD 57117-969C
- Please allow four weeks from the date of mailing 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® Platinum Select® / AAdvantage® Visa Signature® 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 \$2,000. Please note that cash advances may be limited to a portion of your revolving credit limit.
- Balance transfers are an account feature that we make available to you through offers. If there is an offer available at this time, the Citi Disclosures will describe the terms of that offer. All balance transfers are subject to the standard purchase APR unless a promotional rate applies.
- You authorize us to report to American Airlines AAdvantage® miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- Please see the enclosed Additional Disclosures for important information.
- **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.

**\* First Checked Bag Free:** For benefit to apply, at the time of booking, Citi® / AAdvantage® account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. This benefit is valid for travel booked and ticketed on or after April 2, 2012. If your credit card account is closed for any reason, this benefit will be cancelled. Eligible Citi® / AAdvantage® cardmembers may check one bag free of charge when traveling on American Airlines, American Eagle or the AmericanConnection® carrier to select domestic destinations. Up to four customers traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, including any waiver of baggage charges. Please see [www.aa.com](http://www.aa.com) for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

**1 Card Offer:** This Citi® / AAdvantage® card offer is valid only for first-time Citi® / AAdvantage® accounts applied for by August 30, 2012, pursuant to this offer and excludes any other Citi® / AAdvantage® credit cards offered.

**2 Bonus Miles:** American Airlines AAdvantage® miles will appear as a bonus in your AAdvantage® account 8-10 weeks after you have met the purchase requirement.

**3 Priority Boarding:** For benefit to apply, at the time of booking, Citi® / AAdvantage® account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. If your credit card account is closed for any reason, these benefits will be cancelled. This benefit is valid for travel booked and ticketed on or after April 2, 2012. Eligible Citi® / AAdvantage® cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnection® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible Citi® / AAdvantage® primary cardmember. Up to four customers traveling with and listed in the same reservation as the Citi® / AAdvantage® primary cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.

**4 \$100 Flight Discount:** Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your Citi® / AAdvantage® credit card during your cardmembership year (each 12-month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle or the AmericanConnection® carrier for itineraries sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld® partner or American Airlines codeshare flight. The Flight Discount is redeemable online at [www.aa.com](http://www.aa.com). The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnection® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 8-12 weeks for the Flight Discount delivery.

**5 10% Miles Back:** For benefit to apply, your Citi® / AAdvantage® account must be open and active at the time of redemption. The American Airlines AAdvantage® bonus miles you earn through this benefit will be based on 10% of the total AAdvantage® miles you redeem each month during the calendar year. The maximum number of AAdvantage® bonus miles you can earn annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year, regardless of how many AAdvantage® miles you redeem in that calendar year. This benefit only applies to AAdvantage® miles redeemed from the primary cardmember's AAdvantage® account. Discover all the ways to redeem AAdvantage® miles at [www.aa.com/redeem](http://www.aa.com/redeem). Please allow 6-8 weeks after your redemption for the American Airlines AAdvantage® bonus miles to post to the primary cardmember's AAdvantage® account.

**6 25% In-Flight Savings:** Citi® / AAdvantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages and headsets on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, and SkyMall™ and duty-free purchases. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, AmericanAirlines Vacations<sup>SM</sup> packages, purchases of American Airlines AAdvantage<sup>®</sup> miles, duty-free purchases, and AA Cargo<sup>SM</sup> products and services. AAdvantage<sup>®</sup> bonus miles will be posted to your AAdvantage<sup>®</sup> account 8-10 weeks after a qualifying purchase.

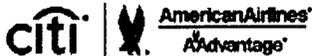
**\*Eligible Purchases:** AAdvantage<sup>®</sup> miles are earned on purchases except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

If you are an existing Citi<sup>®</sup>/ AAdvantage<sup>®</sup> cardmember, you are not eligible for this offer on your existing account.

American Airlines reserves the right to change AAdvantage<sup>®</sup> program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage<sup>®</sup> program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage<sup>®</sup> travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage<sup>®</sup> miles earned through this promotion/offer do not count toward elite status qualification or Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage<sup>®</sup> program, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage)

AmericanAirlines, AAdvantage, AAdvantage with Scissor Eagle Design, Scissor Eagle Design, AAdvantage Executive Platinum, AAirpass, American Eagle, AmericanConnection, Admirals Club, AmericanAirlines Vacations, AA Cargo, Million Miler and aa.com are marks of American Airlines, Inc.

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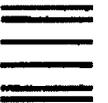
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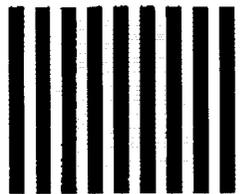
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OPP013630



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



# BUSINESS REPLY MAIL

FIRST-CLASS MAIL PERMIT NO. 2295 SIOUX FALLS, SD

POSTAGE WILL BE PAID BY ADDRESSEE

**CITIBANK NEW CARDMEMBER SERVICES**  
PO BOX 6111  
SIOUX FALLS SD 57117-9690



- For up to 24 billing periods in case of Short Term Disability – If you are sick or accidentally injured and unable to perform normal duties for 30 consecutive days or more.
- For up to 9 billing periods in case of Family leave – If you take at least 30 consecutive days of employer approved unpaid leave. Reasons for leave may include attending to a newborn or newly adopted child, or caring for a sick or injured member.

PaymentAid will also credit your New Balance up to a maximum of \$10,000 in case of:

- Death
- Long Term Disability if you are sick or accidentally injured and unable to perform your occupation and have qualified for 24 consecutive months of PaymentAid Short Term Disability benefits.

**There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits; a complete explanation can be found in section 7 of the Terms and Conditions.**

The fee of each billing period for PaymentAid is \$0.87 per \$100 of the previous billing period's New Balance.

You can cancel by phone at any time. If you cancel within 30 days of receiving your Terms and Conditions, you will not be billed. If we cancel your enrollment for any reason, we will provide you with at least 30 days written notice (except for cancellations based on account status).

Should you have any questions, please contact us at 1-877-588-3495.

PaymentAid is not available in MS and AL.

PaymentAid is a registered service mark of Citigroup Inc. or its subsidiaries.

## ADDITIONAL DISCLOSURES

These Additional Disclosures include the Citi Disclosures on the accompanying promotional offer. Keep both documents for your records. If you are approved for credit, you will receive a Card Agreement with your card.

## DEFINITIONS

**account** means the relationship established between you and us by the Agreement if you are approved for credit.

**APR** means an annual percentage rate.

**card** means one or more cards or other access devices that we give you to get credit under these Additional Disclosures or the Agreement. This includes account numbers.

**Card Agreement (or Agreement)** means the contract between you and us. It will govern the use of your card and account if you are approved for credit.

**we, us, and our** mean Citibank, N.A., the issuer of the account.

**you, your, and yours** mean the person who applies to open the account. It also means any other person responsible for complying with these Additional Disclosures or the Agreement.

## Revolving Credit Limit

Your initial revolving credit limit will appear on the card carrier. The full amount of your revolving credit limit is available to use where the card is honored. Part of your revolving credit limit is called the cash advance limit. It is available for cash advances. We may reduce or increase your revolving credit limit or cash advance limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. Your account does not have a pre-set spending limit. As a result, we may permit you to incur charges that cause your New Balance to go over your revolving credit limit. We evaluate these charges based on your account performance, other credit accounts with us and experience with other creditors. Your minimum amount due will include the amount by which your New Balance goes over your revolving credit limit. You must pay this amount whether it is due to purchases, cash advances, finance charges, fees or other charges.

## APRs

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing period we



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American Airlines, AAdvantage, AAdvantage with Scissor Eagle design and Scissor Eagle design are marks of American Airlines, Inc.

R-612-204N2

OPP013632

use the Prime Rate published in *The Wall Street Journal* two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

**APR for Purchases.** There is a standard purchase APR. It equals the Prime Rate plus 11.99%. As of 06/01/2012, this APR is 15.24%. This APR equals a daily periodic rate of 0.0418%.

**APR for Cash Advances.** There is a standard cash advance APR. It equals the Prime Rate plus 21.99%. As of 06/01/2012, this APR is 25.24%. This APR equals a daily periodic rate of 0.0692%.

**Penalty APR.** The Penalty APR may be applied to your account if you:

- make a late payment or
- make a payment that is returned.

The Penalty APR is the Prime Rate plus up to 26.74%. As of 06/01/2012, the highest Penalty APR is 29.99%. This equals a daily periodic rate of 0.0822%. We set your Penalty APR based on your creditworthiness.

If the Penalty APR is applied to your account because you make a late payment that is not more than 60 days late or make a payment that is returned, it will apply only to new transactions and may continue to apply indefinitely. However, if the Penalty APR is applied to your account because your payment is more than 60 days late, the Penalty APR will apply to both existing and new transactions. It will no longer apply to existing transactions if you make the next six consecutive minimum payments when due. If you do not make these six consecutive minimum payments, the Penalty APR may continue to apply to both new and existing balances indefinitely.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

### Interest Charges Based on APRs

**How We Determine the New Balance.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing period. We add any purchases or cash advances. We subtract

any credits or payments. We then add any interest charges or fees and make other adjustments.

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, balance transfers, and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

**Grace Period on Purchases.** You can avoid interest charges on purchases, but not on balance transfers and cash advances. This is called a grace period on purchases. The grace period is at least 23 days. To get a grace period on purchases, you must pay the New Balance in full by the due date every billing period. If you do not, you will not get a grace period until you pay the New Balance in full for two billing periods in a row. Certain balance transfer offers may take away the grace period on purchases. If that is the case, the balance transfer offer will describe what happens.

**Calculation of Interest Charges—Daily Balance Method (Including Current Transactions).** We calculate interest charges each billing period. To do this:

- We start with each of your different balances. These balances include, for example, standard purchases, standard cash advances, and different promotional balances. (When we calculate interest charges, we treat balance transfers as standard purchases unless a promotional rate applies.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day. We add any interest charge on the previous day's balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.
- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing period.

When we calculate daily balances, we add a purchase as of the Sale Date on the billing statement. We add a balance transfer or cash advance as of the Post Date on the billing statement. (The Post Date is the date we get a request to complete a balance transfer or cash advance transaction. When you send a balance transfer or cash convenience check directly to someone, the Post Date is the date we receive the check for payment.) We add a transaction fee to the same balance as the transaction. We generally add other fees to the standard purchase balance. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing period. A billing period begins on the day after the Statement Closing Date of the previous billing period. It includes the Statement Closing Date of the current billing period.

#### Fees

**Transaction Fee for Balance Transfers.** Unless stated otherwise in the Citi Disclosures, for each balance transfer we add a fee of 3% of the amount of the balance transfer, but not less than \$5. This fee is in addition to any periodic fee that may be imposed with a promotional offer. You make a balance transfer when you use a balance transfer check or contact us to transfer a balance.

**Transaction Fee for Cash Advances.** Unless stated otherwise in the Citi Disclosures, for each cash advance we add a fee of 5% of the amount of the cash advance, but not less than \$10. You take a cash advance if you use a cash convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. You also take a cash advance if you make a wire transfer; buy a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction.

**Transaction Fee for Foreign Purchases.** We add a fee of 3% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency.

**Late Fee.** We may add a late fee for each billing period in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due (less the Amount Over Credit Limit shown on your billing statement) by the payment due date. The fee is based on your account balance as of the payment

due date. The fee will be \$15 on balances up to \$100; or \$25 on balances of \$100 and over. However, for any additional past due payment during the next six billing periods after a past due payment, the fee will be \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; or \$35 on balances of \$250 and over. The fee will not exceed the amount permitted by law.

**Returned Payment Fee.** We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$25; or \$35 for any additional returned payment during the next six billing periods after a returned payment. However, the fee will not exceed the amount permitted by law.

#### Information on Foreign Currency Conversion

Our network providers are MasterCard, Visa, and American Express. They convert transactions in foreign currencies into U.S. dollars. The type of card you have determines who does the conversion. Each network provider follows its own procedures. Each network provider's current procedures are described in the Card Agreement.

#### Arbitration

The Card Agreement provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Read the "Arbitration" provision of the Agreement carefully.

#### Your Billing Rights:

##### Keep this Document for Future Use

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

##### What To Do If You Find A Mistake On Your Statement

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

# LOVE THE JOURNEY

## WITH ALL NEW TRAVEL BENEFITS

Introducing the NEW Citi / AAdvantage card.

AAdvantage 

AAdvantage 



FIRST CHECKED BAG FREE<sup>1</sup>



NEW!

PRIORITY BOARDING<sup>2</sup>



NEW!

25% SAVINGS ON IN-FLIGHT PURCHASES<sup>3</sup>

2X

NEW!

DOUBLE MILES ON ELIGIBLE PURCHASES<sup>4</sup>

BONUS OFFER

Earn

# 40,000

American Airlines AAdvantage<sup>®</sup> bonus miles after making \$3,000 in purchases during the first 3 months of cardmembership.<sup>1</sup>

Citigroup Inc. v. Cititair, LLC  
Opp. No. 91201920  
Opposer Ex. 5

OPP013635

# EXPERIENCE TRULY REWARDING™

Advantage



**Citi® Platinum Select® / Advantage® Visa Signature® card**  
\$0 annual fee for the first 12 months, then \$95.<sup>1</sup>

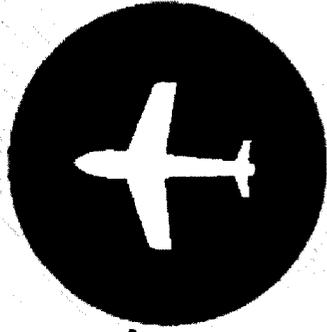
**NEW! Get your first eligible checked bag free**  
for you and up to four of your travel  
companions.<sup>1</sup>

**NEW! Receive a 25% savings on in-flight food and  
beverage purchases when you use your  
Citi® Platinum Select® / Advantage®  
Visa Signature® card.<sup>2</sup>**

**NEW! Enjoy Priority Boarding and use the  
extra time to prepare for your flight.**

OPP013636

# MILES THAT'LL TAKE YOU FARTHER NO MATTER WHICH WAY YOU GO.



Now there are even more reasons to carry the Citi® / AAdvantage® card\* – whether you need a credit card for personal use or for business purposes, we have a card that meets your needs.

BONUS OFFER

Earn

# 40,000

American Airlines AAdvantage® bonus miles after making \$3,000 in purchases during the first 3 months of cardmembership.†

**APPLY TODAY: 1-800-494-5236 | [travel7.citicards.com](http://travel7.citicards.com)**

OPP013637

BUSINESS OWNERS:



# TAKE YOUR BUSINESS TO NEW HEIGHTS.

**Citibusiness® / AAdvantage® World MasterCard®**  
\$0 annual fee for the first 12 months, then \$95.\*

**NEW! Get your first eligible checked bag free for you and up to four of your travel companions.<sup>1</sup>**

**NEW! Enjoy Priority Boarding and use the extra time to prepare for your flight.<sup>2</sup>**

**NEW! Receive a 25% savings on in-flight food and beverage purchases when you use your Citibusiness® / AAdvantage® World MasterCard.<sup>3</sup>**

**NEW! Earn double AAdvantage® miles on eligible American Airlines purchases<sup>4</sup> and on purchases in select business categories.<sup>6</sup> You'll earn 2 AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases<sup>4</sup> and on purchases at certain office supply, telecommunications and car rental merchants.<sup>8</sup> Earn 1 AAdvantage® mile for every \$1 spent on other purchases.<sup>5</sup>**

**IN ADDITION, with the new Citibusiness® / AAdvantage® World MasterCard®, you can earn:**  
Renew your annual cardmembership and earn a 5% AAdvantage® mileage bonus based upon eligible purchases made during the cardmembership year.<sup>9</sup>

<sup>1</sup>World MasterCard®. The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 21.99%. However, if you default on your card, the rate on balances (including promotional balances) to a variable default rate of 29.99%. The annual fee for this card is \$95. However, the annual fee is waived for the first 12 months. <sup>2</sup>Priority Boarding fee - \$15.00. <sup>3</sup>25% savings on in-flight food and beverage purchases - 25% of the U.S. dollar amount of each purchase made outside the U.S., whichever is greater. <sup>4</sup>Includes American Airlines, Alaska Airlines, Hawaiian Airlines, JetBlue Airways, and Spirit Airlines. <sup>5</sup>Excludes cash advances. <sup>6</sup>Includes office supply, telecommunications and car rental merchants. <sup>7</sup>Includes Citibusiness® / AAdvantage® World MasterCard®. <sup>8</sup>Includes Citibusiness® / AAdvantage® World MasterCard®. <sup>9</sup>Includes Citibusiness® / AAdvantage® World MasterCard®. ©2010 Citibank International Incorporated.

For benefit to apply, at the time of booking, CIP / Advantage® card account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines Advantage® member. For Cobusiness / Advantage® World MasterCard®, the primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). The CIP Platinum Select® / Advantage® Visa Signature® card benefit is valid for travel booked and ticketed on or after April 2, 2012. The Cobusiness® / Advantage® World MasterCard® benefit is valid for travel booked and ticketed on or after May 14, 2012. If your credit card account is closed for any reason, this benefit will be cancelled. Eligible CIP / Advantage® cardmembers may check one bag free of charge when traveling on American Airlines, American Eagle or the AmericanConnector® carrier to select domestic destinations. Up to four individuals traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing Advantage® elite program benefits, including any waiver of baggage charges. Please see account for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

\* This CIP / Advantage® card offer is valid only for new CIP / Advantage® accounts applied for by September 30, 2012, pursuant to this offer and excludes any other CIP / Advantage® credit cards offered.

† American Airlines Advantage® miles will appear as a bonus in your Advantage® account 6-10 weeks after you have met the purchase requirement.

‡ For benefit to apply, at the time of booking, CIP / Advantage® card account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines Advantage® member. For Cobusiness / Advantage® World MasterCard®, the primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). If your credit card account is closed for any reason, these benefits will be cancelled. The CIP Platinum Select® / Advantage® Visa Signature® card benefit is valid for travel booked and ticketed on or after April 2, 2012. The Cobusiness® / Advantage® World MasterCard® benefit is valid for travel booked and ticketed on or after May 14, 2012. Eligible CIP / Advantage® cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnector® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible CIP / Advantage® primary cardmember. Up to four individuals traveling with and listed in the same reservation as the CIP / Advantage® primary cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.

§ CIP / Advantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages and headsets on flights operated by American Airlines when purchased with their CIP / Advantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, and SkyLife® and duty-free purchases. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

¶ You will earn two American Airlines Advantage® miles per \$1 spent on eligible purchases made with your CIP / Advantage® card for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, American Airlines Vacations® packages, purchases of American Airlines Advantage® miles, duty-free purchases, and AA Cargo® products and services. Advantage® bonus miles will be posted to your Advantage® account 6-10 weeks after a qualifying purchase.

‡ Advantage® miles are earned on purchases except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

• For benefit to apply, your CIP Platinum Select® / Advantage® Visa Signature® account must be open and active at the time of redemption. The American Airlines Advantage® bonus miles you earn through this benefit will be based on 10% of the total Advantage® miles you redeem each month during the calendar year. The maximum number of Advantage® bonus miles you can earn annually from this benefit is 10,000 Advantage® bonus miles per calendar year, regardless of how many Advantage® miles you redeem in that calendar year. This benefit only applies to Advantage® miles redeemed from the primary cardmember's Advantage® account. Discover all the ways to redeem Advantage® miles at [reclaim.com](http://reclaim.com). Please allow 6-8 weeks after your redemption for the American Airlines Advantage® bonus miles to post to the primary cardmember's Advantage® account.

‡ Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your CIP Platinum Select® Advantage® Visa Signature® card during your cardmembership year (each 12-month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel without originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on an AmericanConnector® partner or American Airlines codeshare flight. The Flight Discount is redeemable online at [aa.com](http://aa.com). The Flight Discount is redeemable only toward the purchase of the base airfare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnector® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the total price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 6-12 weeks for the Flight Discount delivery.

• The primary cardmember will earn two American Airlines Advantage® miles per \$1 spent on eligible purchases with the Cobusiness® / Advantage® World MasterCard® at certain office supply merchants, telecommunications merchants and other rental merchants. Office supply merchants are defined as stand-alone merchants that primarily sell stationery and office supplies for business consumption. Telecommunications merchants are defined as merchants that sell telecommunications equipment, such as telephones, fax machines, pagers and cellular phones, along with providers of telecommunications services including local and long-distance telephone calls and fax services. Car rental merchants are defined as providers of short-term or long-term rentals of cars, trucks or vans. This does not include merchants that rent motor homes or other recreational vehicles. Purchases made through travel agencies, tour operators and online third-party travel sites are not eligible. Advantage® bonus miles will be posted to the primary cardmember's Advantage® account 6-10 weeks after a qualifying purchase.

• Each cardmembership year, the primary cardmember will earn a 5% American Airlines Advantage® mileage bonus on eligible purchases provided that the following conditions are met: (1) the primary cardmember renews the annual cardmembership, and (2) the account remains open for at least 45 days after cardmembership renewal. Eligible purchases exclude balance transfers, fees, cash advances, items returned for credit and finance charges. The 5% Advantage® mileage bonus will be calculated as a percentage of the eligible purchases made on the Cobusiness® / Advantage® World MasterCard® during the cardmembership year (each 12-month period prior to the account anniversary date) and will post to the primary cardmember's Advantage® account 6-8 weeks after the above requirements are met.

• The CIP / Advantage® card is offered in many countries. This offer is valid only for U.S. residents. If you are not a U.S. resident visit [global.aaadvantage.com](http://global.aaadvantage.com) for information on how to apply for the card where you live. American Eagle® service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnector® service is operated by Chautauque Airlines, Inc., which is an independent contractor. American Airlines reserves the right to change Advantage® program rules, regulations, travel awards and special offers at any time without notice and to end the Advantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all desired awards at all times or use awards for all destinations or all flights. Advantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, Advantage® miles earned through this promotion/offer do not count toward elite-status qualification or Million Miles® status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the Advantage® program, visit [aaadvantage.com](http://aaadvantage.com). American Airlines, Advantage, Advantage with Scissors Eagle design, Scissors Eagle design, AA Advantage Executive Platinum, Advantage Platinum, Advantage Gold, AirPass, American Airlines Vacations, American Eagle, AA Cargo, AmericanConnector, Admirals Club, Million Miles and account are marks of American Airlines, Inc.

• American Eagle is a mark of the newworld Alliance, LLC.

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**TRAVEL THE ROUTE MOST REWARDED.**  
Earn 40,000 American Airlines AAdvantage® bonus miles.<sup>1</sup>  
Plus, enjoy ALL NEW travel benefits.

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CONSUMER HV  
123 ANYSTREET  
ANYTOWN, US 12345-6789

PSM40 0612

OPP013640

THE CITI EXECUTIVE<sup>SM</sup> / A<sup>®</sup>ADVANTAGE<sup>®</sup> WORLD ELITE<sup>™</sup> MASTERCARD<sup>®</sup>



Discover exceptional levels of luxury, service and rewards.

Dear Sample A. Sample,

Congratulations – you are among the first to be notified of the new Citi Executive<sup>SM</sup> / A<sup>®</sup>Advantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup>. It is our pleasure to introduce you to this new card, designed for those who like to enjoy privileges far above and beyond the ordinary, both at home and abroad.

From an enhanced airport experience to premium personalized services, this VIP class of travel benefits is finally here. Plus, you can earn 25,000 A<sup>®</sup>Advantage<sup>®</sup> bonus miles after you make \$1,000 in purchases within four months of becoming a cardmember<sup>1</sup> – enough A<sup>®</sup>Advantage<sup>®</sup> miles for one domestic round-trip flight award.<sup>2</sup> Let us tell you more about how this card can transform your travel experiences.

Your first-class experience starts right at the airport.

- **Relax with unlimited access to American Airlines Admirals Club<sup>®</sup> lounges.**<sup>3</sup> With unlimited access for you and your immediate family (or up to two traveling guests) to over 40 Admirals Club<sup>®</sup> worldwide locations, you'll agree that travel has never been this convenient or comfortable. Enjoy plush and spacious lounges offering complimentary drinks and snacks, as well as a suite of office services when you need them. Before, after or in between flights, this is where you belong.
- **Enhanced airport experience.**<sup>4</sup> The days of waiting in long airport lines are over. Now you can enjoy priority check-in, airport screening and boarding privileges where those benefits are available, regardless of the class of service in which you are traveling. After all, travel is about moving, not standing still.
- **Check your first bag with no charge.**<sup>5</sup> Enjoy a waived baggage charge for you and your companions' first piece of luggage and you'll save money on every trip.

Your miles can soar beyond your expectations with the Citi Executive<sup>SM</sup> / A<sup>®</sup>Advantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup>.

- **Earn elite qualifying miles.**<sup>6</sup> Each calendar year when you reach \$40,000 in spending on purchases with your Citi Executive<sup>SM</sup> / A<sup>®</sup>Advantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card, you will earn 10,000 A<sup>®</sup>Advantage<sup>®</sup> elite qualifying miles from American Airlines to put you on the fast track to American Airlines A<sup>®</sup>Advantage<sup>®</sup> elite status membership.
- **Earn double A<sup>®</sup>Advantage<sup>®</sup> miles on American Airlines purchases.**<sup>7</sup> When you fly or make purchases with American Airlines, you can earn miles twice as fast. Earn two A<sup>®</sup>Advantage<sup>®</sup> miles for every \$1 you spend on eligible American Airlines purchases, including onboard purchases. The more you fly and purchase, the sooner you'll be able to enjoy your rewards. For all other purchases, you'll earn one A<sup>®</sup>Advantage<sup>®</sup> mile on every \$1 you spend.<sup>8</sup>

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## 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 (South Dakota), 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.
- To process the application for a new account, it must be:
  1. Accurately completed,
  2. Signed and verifiably correct, and
  3. Returned by the expiration date.
- Please send the nontransferable application in the enclosed postage-paid envelope to:  
Citibank New Cardmember Services  
P.O. Box 6111  
Sioux Falls, SD 57117-9690
- Please allow four weeks from date of mailing 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 Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup>, you must meet our applicable criteria bearing on creditworthiness. Your revolving credit limit will be determined by your yearly income or assets and a review of 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 \$5,000. Please note that cash advances may be limited to a portion of your revolving credit limit.
- Balance transfers are an account feature that we make available to you through offers. If there is an offer available at this time, the Citi Disclosures will describe the terms of that offer. All balance transfers are subject to the standard purchase APR unless a promotional rate applies.
- You authorize us to report to American Airlines AAdvantage<sup>®</sup> miles earned with us. You also authorize us to share with American Airlines experiential and transactional information regarding your activity with us.
- Please see the enclosed Additional Disclosures for important information.

This Citi<sup>SM</sup> / AAdvantage<sup>®</sup> card offer is valid only for new Citi<sup>SM</sup> / AAdvantage<sup>®</sup> accounts applied pursuant to this offer by July 30, 2011 and excludes any other Citi<sup>SM</sup> / AAdvantage<sup>®</sup> credit cards offered. The American Airlines AAdvantage<sup>®</sup> miles will appear as a bonus in your AAdvantage<sup>®</sup> account 8-10 weeks after you have met the purchase requirements.

<sup>1</sup> A total of 25,000 American Airlines AAdvantage<sup>®</sup> miles may be redeemed for a round-trip coach class Continental U.S. / Canada MileSAver<sup>SM</sup> award. For more information on AAdvantage<sup>®</sup> award redemption, please see Redeem Miles at [www.AA.com/aaadvantage](http://www.AA.com/aaadvantage)

<sup>2</sup> The primary Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmember has access privileges to the American Airlines Admirals Club<sup>®</sup> lounges. Authorized users of the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card are not entitled to Admirals Club<sup>®</sup> access privileges, unless accompanied by the primary cardmember. To access the Admirals Club<sup>®</sup> lounge, the primary cardmember must present his or her AAdvantage<sup>®</sup> number, a current government-issued ID, and an open and valid Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup>. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. All guests must remain with the cardmember during the club visit. Access to the Admirals Club<sup>®</sup> lounge for cardmembers is not dependent on carrier. Should the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> be closed for any reason, all Admirals Club<sup>®</sup> benefits will be cancelled, including access to the Admirals Club<sup>®</sup> lounge. The primary cardmember must be at least 18 years of age to enter the Admirals Club<sup>®</sup> lounge and have access privileges, unless the individual is accompanied by a parent or legal guardian. Must be 21 years of age or older to consume alcohol. All Admirals Club<sup>®</sup> terms and conditions apply. To review the complete Admirals Club<sup>®</sup> lounge access rules, please visit [www.AA.com/admiralsclub](http://www.AA.com/admiralsclub). Lounge access terms and conditions are subject to change without notice. Additional restrictions may apply.

<sup>3</sup> For benefit to apply, at the time of booking, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. If your credit card account is closed for any reason, this benefit will be cancelled. Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers will have the following benefits: priority check-in (where available), priority airport screening (where available) and priority boarding privileges when traveling on American Airlines operated and marketed flights. You may check in at any Business Class check-in position or First Class check-in when Business Class is not available, regardless of the class of service in which you are traveling on American Airlines. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Exclusive lanes at security checkpoints are available, subject to TSA approval.

<sup>4</sup> For benefit to apply, at the time of booking, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. If your credit card account is closed for any reason, this benefit will be cancelled. Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers may check one bag free of charge when traveling on American Airlines to select destinations. Up to eight customers traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. Please see AA.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply.

<sup>5</sup> One time per calendar year, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers may earn 10,000 Elite Qualifying Miles (EQMs) when they reach \$40,000 of eligible purchases. EQMs earned as a result of this offer will be posted to the cardmember's American Airlines AAdvantage<sup>®</sup> program account 6-8 weeks after meeting the purchase requirements. Purchases made from additional cards on the primary cardmember's account will count toward the primary cardmember's qualifying spend. Additional cardholders do not earn the EQM benefit. Please log in to your AAdvantage<sup>®</sup> account on AA.com to view your 10 Elite Qualifying Miles balance. Should the posting of the additional EQMs result in your qualifying or requalifying for AAdvantage<sup>®</sup> elite status, your status will be valid throughout the corresponding elite membership year. The benefits associated with your new elite status level will take effect immediately on the date the additional elite status qualifying miles were posted to your AAdvantage<sup>®</sup> account and will apply to all eligible flight activity occurring on or after that date. If applicable, your new credentials will be received within 4-6 weeks. All AAdvantage<sup>®</sup> program terms and conditions apply. EQMs cannot be translated into elite qualifying points or elite qualifying segments. EQMs will apply toward the elite qualification year associated with the year in which the purchase is posted on your monthly statement. EQMs are not valid for reward travel or rewards. EQMs can only be used toward attaining AAdvantage<sup>®</sup> elite status levels that are explained and defined in the Elite Qualification Requirements section of AA.com, as such may be amended from time to time. EQMs are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

<sup>6</sup> Doubling of American Airlines AAdvantage<sup>®</sup> miles applies to eligible purchases made with your Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card for items billed by American Airlines as merchant of record. Products or services which do not qualify are car rentals, hotel reservations, American Airlines Vacation<sup>SM</sup> packages, purchases of American Airlines AAdvantage<sup>®</sup> miles, duty free purchases and AA Cargo<sup>SM</sup> products and services. AAdvantage<sup>®</sup> bonus miles will be posted to your AAdvantage<sup>®</sup> account 8-10 weeks after qualifying purchase.

<sup>7</sup> There is no maximum number of American Airlines AAdvantage<sup>®</sup> miles that you can accumulate on your Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card. AAdvantage<sup>®</sup> miles are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

<sup>8</sup> No pre-set spending limit does not mean unlimited spending. Each charge that causes your balance to exceed your revolving credit limit will be evaluated based on account usage and performance, other account relationships with us (if applicable) and your experience with other creditors. You must pay in full each month any amount that exceeds your revolving credit line.

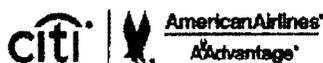
If you are an existing Citi<sup>SM</sup> / AAdvantage<sup>®</sup> cardmember, you are not eligible for this offer on your existing account. Cardmember program terms are subject to change.

American Eagle<sup>®</sup> service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. American Connection<sup>®</sup> service is operated by Chautauque Airlines, Inc., which is an independent contractor.

American Airlines reserves the right to change AAdvantage<sup>®</sup> program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage<sup>®</sup> program with six months' notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage<sup>®</sup> miles earned through this promotion/offer (other than Elite Qualifying Miles) do not count toward elite status qualification. AAdvantage<sup>®</sup> travel awards, mileage accrual and special offers are subject to government regulations. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage<sup>®</sup> program, visit [www.AA.com/aaadvantage](http://www.AA.com/aaadvantage).

AA.com, American Airlines, AAdvantage, AAdvantage with Scissor Eagle design, Scissor Eagle design, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, American Eagle, American Connection, AIRpass and MileSAver are marks of American Airlines, Inc.

Citibank is not responsible for products or services offered by other companies. Cardmember benefits are subject to change.

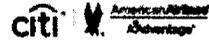


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A-AFX511-WM1

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**Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> Invitation Form**



Please see the enclosed Citi Disclosures, which include rates, fees and other cost information.

**STEP 1. PERSONAL INFORMATION.**

Name on Phone Bill

9999999999

Social Security Number

Date of Birth

Sample A Sample  
AA ITA 4

Home Phone No. with Area Code

Business Phone No. with Area Code

Executive Card New Creative MCell 02  
Mail Date: 05/19/11

000

Total Annual Household Income\*

\*Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation. Applicants under 21, please provide personal annual income.

99999999

Time at residence (years)

Check one: Own Home Rent Other

Your name and address will appear on your account as shown above. Please mark any corrections in this area.

Occupation

Time at company (years):

Check one (if applicable): Retired Self-Employed

Apply for the Citi<sup>®</sup> / AAdvantage<sup>®</sup> card. Get the card and start earning American Airlines AAdvantage<sup>®</sup> miles. Call 1-800-601-8229 by 7/30/11.

**STEP 2. FINANCIAL INFORMATION.**

Existing Accounts Please check those that apply.

Money Market/ Investment Accounts:		Checking Account:		Savings Account CDs/Treasury Bills:	
Yes	No	Yes	No	Yes	No

**STEP 3. EMAIL ADDRESS, ADDITIONAL AUTHORIZED USER AND SECURITY WORD.**

Email Address: Include full address with punctuation. Example: jdoe@citi.com If you provide an email address, we may use it to contact you about your account. We may also use your email address to send you information about products and services you might find useful.

Yes, I would like to protect my account by enrolling in PaymentAid. By providing my initials, I have received the PaymentAid Program Summary on the enclosed insert and I want to purchase this OPTIONAL program. Bill my account \$0.87 per \$100 of my New Balance. PRINT INITIALS until I cancel. If you cancel this within the first 30 days, you will not be billed.

I would like a second card at no additional cost. (Print the full name of the authorized user.)

Security Word: 10 characters or less. Use letters or numbers. Please use one: Best friend's last name; Last 4 digits of a relative's or friend's phone number; Pet's name; Favorite teacher's name.

**STEP 4. AUTHORIZED SIGNATURE.**

By signing at left, I certify that I have read the Citi Disclosures, and agree to and meet the Terms and Conditions of Offer.

NAO411

Signature

Date

999999999999999999999999

999

99

APPS

152075

A 0001 88989 V001 S000064 I601341

APP-AEX511-WM1

OPP013602

<b>CITI DISCLOSURES</b>	
<b>Interest Rates and Interest Charges</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>15.24%</b> This APR will vary with the market based on the Prime Rate.
<b>APR for Cash Advances</b>	<b>25.24%</b> This APR will vary with the market based on the Prime Rate.
<b>Penalty APR and When It Applies</b>	Up to <b>29.99%</b> , 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: (1) Make a late payment or (2) Make a payment that is returned.  <b>How Long Will the Penalty APR Apply?</b> If your APRs are increased for either of these reasons, the Penalty APR will no longer apply to existing balances on your account if you make the next six consecutive minimum payments when due. However, the Penalty APR may apply to new transactions indefinitely.
<b>Paying Interest</b>	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.
<b>Minimum Interest Charge</b>	If you are charged interest, the charge will be no less than 50 cents.
<b>For Credit Card Tips from the Federal Reserve Board</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Federal Reserve Board at <a href="http://www.federalreserve.gov/creditcard">http://www.federalreserve.gov/creditcard</a> .

<b>Fees</b>	
<b>Annual Fee</b>	<b>\$450</b>
<b>Transaction Fees</b>	
• Balance Transfer	Either <b>\$5</b> or <b>3%</b> of the amount of each transfer, whichever is greater.
• Cash Advance	Either <b>\$10</b> or <b>5%</b> of the amount of each cash advance, whichever is greater.
• Foreign Purchase Transaction	<b>0%</b> of each purchase transaction in US dollars.
<b>Penalty Fees</b>	
• Late Payment	Up to <b>\$35</b> .
• Returned Payment	Up to <b>\$35</b> .

**How We Will Calculate Your Balance:** We use a method called "daily balance (including current transactions)." See enclosed Additional Disclosures for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in the enclosed Additional Disclosures.

**BUSINESS REPLY MAIL**

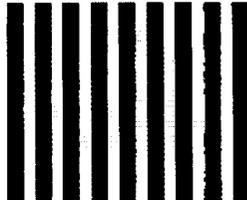
FIRST-CLASS MAIL PERMIT NO. 2295 SIOUX FALLS, SD

POSTAGE WILL BE PAID BY ADDRESSEE

**CTIBANK NEW CARDMEMBER SERVICES**  
PO BOX 6111  
SIOUX FALLS SD 57117-9690



NO POSTAGE  
NECESSARY  
IF MAILED  
IN THE  
UNITED STATES



## **Arbitration**

The Card Agreement provides that disputes are subject to binding arbitration. Arbitration replaces the right to go to court, including the right to a jury and the right to participate in a class action or similar proceeding. Read the "Arbitration" provision of the Agreement carefully.

## **Your Billing Rights:**

### **Keep this Document for Future Use**

This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, write to us at the address for billing inquiries and correspondence shown on the front of your statement.

In your letter, give us the following information:

- **Account information:** Your name and account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

#### **What Will Happen After We Receive Your Letter**

**When we receive your letter, we must do two things:**

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

**While we investigate whether or not there has been an error:**

- We cannot try to collect the amount in question, or report you as delinquent on that amount.

- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your revolving credit limit.

**After we finish our investigation, one of two things will happen:**

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we do not believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 10 days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

#### **Your Rights If You Are Dissatisfied With Your Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these are necessary if your purchase was based on an

## APRs

**Variable APRs Based on Prime.** If any APR is based on the U.S. Prime Rate ("Prime Rate"), the APR will equal the Prime Rate plus an additional amount. If the Prime Rate increases, it will cause the APR to increase. If the Prime Rate decreases, it will cause the APR to decrease. For each billing period we use the Prime Rate published in *The Wall Street Journal* two business days before the Statement Closing Date. If the Prime Rate causes an APR to change, we put the new APR into effect as of the first day of the billing period for which we calculate the APR. We apply the new APR to any existing balances, subject to any promotional rate that may apply. If *The Wall Street Journal* does not publish the Prime Rate, we will use a similar published rate.

**APR for Purchases.** There is a standard purchase APR. It equals the Prime Rate plus 11.99%. As of 04/15/2011, this APR is 15.24%. This APR equals a daily periodic rate of 0.0418%.

**APR for Cash Advances.** There is a standard cash advance APR. It equals the Prime Rate plus 21.99%. As of 04/15/2011, this APR is 25.24%. This APR equals a daily periodic rate of 0.0692%.

**Penalty APR.** The Penalty APR may be applied to your account if you:

- make a late payment or
- make a payment that is returned.

The Penalty APR is the Prime Rate plus up to 26.74%. As of 04/15/2011, the highest Penalty APR is 29.99%. This equals a daily periodic rate of 0.0822%. We set your Penalty APR based on your creditworthiness.

If the Penalty APR is applied to your account because you make a late payment that is not more than 60 days late or make a payment that is returned, it will apply only to new transactions and may continue to apply indefinitely. However, if the Penalty APR is applied to your account because your payment is more than 60 days late, the Penalty APR will apply to both existing and new transactions. It will no longer apply to existing transactions if you make the next six consecutive minimum payments when due. If you do not make these six consecutive minimum payments, the Penalty APR may continue to apply to both new and existing balances indefinitely.

**Effect of APR Increases.** If an APR increases, interest charges increase. Your minimum payment may increase as well.

## Interest Charges Based on APRs

**How We Determine the New Balance.** Your billing statement shows the New Balance. This is the total amount you owe us on the Statement Closing Date. To determine the New Balance, we begin with the total balance at the start of the billing period. We add any purchases or cash advances. We subtract any credits or payments. We then add any interest charges or fees and make other adjustments.

**Interest Charges.** We impose interest charges when we apply APRs to your account balances. We do this every day by using a daily periodic rate. To get a daily periodic rate, we divide the APR by 365.

**When Interest Charges Begin.** We begin to impose interest charges the first day we add a charge to a daily balance. The charges we add to a daily balance include purchases, balance transfers, and cash advances. They also include interest charges and fees. We continue to impose interest charges until we credit your account with full payment of the total amount you owe us.

**Grace Period on Purchases.** You can avoid interest charges on purchases, but not on balance transfers and cash advances. This is called a grace period on purchases. The grace period is at least 23 days. To get a grace period on purchases, you must pay the New Balance in full by the due date every billing period. If you do not, you will not get a grace period until you pay the New Balance in full for two billing periods in a row. Certain balance transfer offers may take away the grace period on purchases. If that is the case, the balance transfer offer will describe what happens.

**Calculation of Interest Charges—Daily Balance Method (Including Current Transactions).** We calculate interest charges each billing period. To do this:

- We start with each of your different balances. These balances include, for example, standard purchases, standard cash advances, and different promotional balances. (When we calculate interest charges, we treat balance transfers as standard purchases unless a promotional rate applies.)
- We calculate the daily balance for each of your different balances. To get a daily balance, we start with the balance as of the end of the previous day.

We add any interest charge on the previous day's balance. (This results in daily compounding of interest charges.) We add any new charges. We then subtract any new credits or payments.

- We multiply each daily balance by the daily periodic rate that applies to it. We do this for each day in the billing period. This gives us the daily interest charges for each of your different balances.
- We add up all the daily interest charges. The sum is the total interest charge for the billing period.

When we calculate daily balances, we add a purchase as of the Sale Date on the billing statement. We add a balance transfer or cash advance as of the Post Date on the billing statement. (The Post Date is the date we get a request to complete a balance transfer or cash advance transaction. When you send a balance transfer or cash convenience check directly to someone, the Post Date is the date we receive the check for payment.) We add a transaction fee to the same balance as the transaction. We generally add other fees to the standard purchase balance. We subtract a payment or credit as of the day it is credited to the account and then make other adjustments. We treat a credit balance as a balance of zero.

**Balance Subject to Interest Rate.** Your statement shows a Balance Subject to Interest Rate. It shows this for each different balance. The Balance Subject to Interest Rate is the average of the daily balances during the billing period. A billing period begins on the day after the Statement Closing Date of the previous billing period. It includes the Statement Closing Date of the current billing period.

### Fees

**Transaction Fee for Balance Transfers.** Unless stated otherwise in the Citi Disclosures, for each balance transfer we add a fee of 3% of the amount of the balance transfer, but not less than \$5. This fee is in addition to any periodic fee that may be imposed with a promotional offer. You make a balance transfer when you use a balance transfer check or contact us to transfer a balance.

**Transaction Fee for Cash Advances.** Unless stated otherwise in the Citi Disclosures, for each cash advance we add a fee of 5% of the amount of the cash advance, but not less than \$10. You take a cash advance if you use a cash convenience check; get money through an automated teller machine (ATM); or get money through home banking or a financial institution. You also take a cash advance if you make a wire transfer; buy

a money order, traveler's check, lottery ticket, casino chip, or similar item; or engage in a similar transaction.

**Transaction Fee for Foreign Purchases.** We add a fee of 0% of the U.S. dollar amount of each purchase made outside the U.S., whether made in U.S. dollars or in a foreign currency.

**Late Fee.** We may add a late fee for each billing period in which you have a past due payment. For late fee purposes, you have a past due payment any time you fail to pay the Minimum Payment Due (less the Amount Over Credit Limit shown on your billing statement) by the payment due date. The fee is based on your account balance as of the payment due date. The fee will be \$15 on balances up to \$100; or \$25 on balances of \$100 and over. However, for any additional past due payment during the next six billing periods after a past due payment, the fee will be \$15 on balances up to \$100; \$29 on balances of \$100 up to \$250; or \$35 on balances of \$250 and over. The fee will not exceed the amount permitted by law.

**Returned Payment Fee.** We may add a returned payment fee for a returned payment. A returned payment is an electronic debit, payment check, or similar payment instrument, that is returned unpaid. We may add this fee the first time your payment is returned, even if it is not returned upon resubmission. The fee will be \$25; or \$35 for any additional returned payment during the next six billing periods after a returned payment. However, the fee will not exceed the amount permitted by law.

### Information on Foreign Currency Conversion

Our network providers are MasterCard, Visa, and American Express. They convert transactions in foreign currencies into U.S. dollars. The type of card you have determines who does the conversion. Each network provider follows its own procedures. Each network provider's current procedures are described in the Card Agreement.

advertisement we mailed to you, or if we own the company that sold you the goods or services.)

2. You must have used your credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit card account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us in writing at the address for billing inquiries and correspondence shown on the front of your statement.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

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### PAYMENTAID® PROGRAM SUMMARY

Your purchase of PaymentAid is optional and will not impact the terms of any existing credit agreement you have with Citibank or any application for credit.

There are eligibility requirements, conditions and exclusions that could prevent you from receiving benefits; a complete explanation can be found in section 7 of the Terms and Conditions.

The cost each billing period for PaymentAid is \$0.87 per \$100 of the previous billing period's New Balance.

You can cancel by phone at anytime. If you cancel within 30 days of receiving your Terms and Conditions, you will not be billed. If we cancel your enrollment for any reason, we will provide you with at least 30 days written notice (except for cancellations based on account status).

Should you have any questions, please contact us at 1-877-588-3495.

PaymentAid is not available in MS and AL.

PaymentAid is a registered service mark of Citigroup Inc. or its subsidiaries.



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American Airlines and AAdvantage with Scissor Eagle design are marks of American Airlines, Inc.

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### ADDITIONAL DISCLOSURES

These Additional Disclosures include the Citi Disclosures on the accompanying promotional offer. Keep both documents for your records. If you are approved for credit, you will receive a Card Agreement with your card.

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### DEFINITIONS

**account** means the relationship established between you and us by the Agreement if you are approved for credit.

**APR** means an annual percentage rate.

**card** means one or more cards or other access devices that we give you to get credit under these Additional Disclosures or the Agreement. This includes account numbers.

**Card Agreement (or Agreement)** means the contract between you and us. It will govern the use of your card and account if you are approved for credit.

**we, us, and our** mean Citibank (South Dakota), N.A., the issuer of the account.

**you, your, and yours** mean the person who applies to open the account. It also means any other person responsible for complying with these Additional Disclosures or the Agreement.

### Revolving Credit Limit

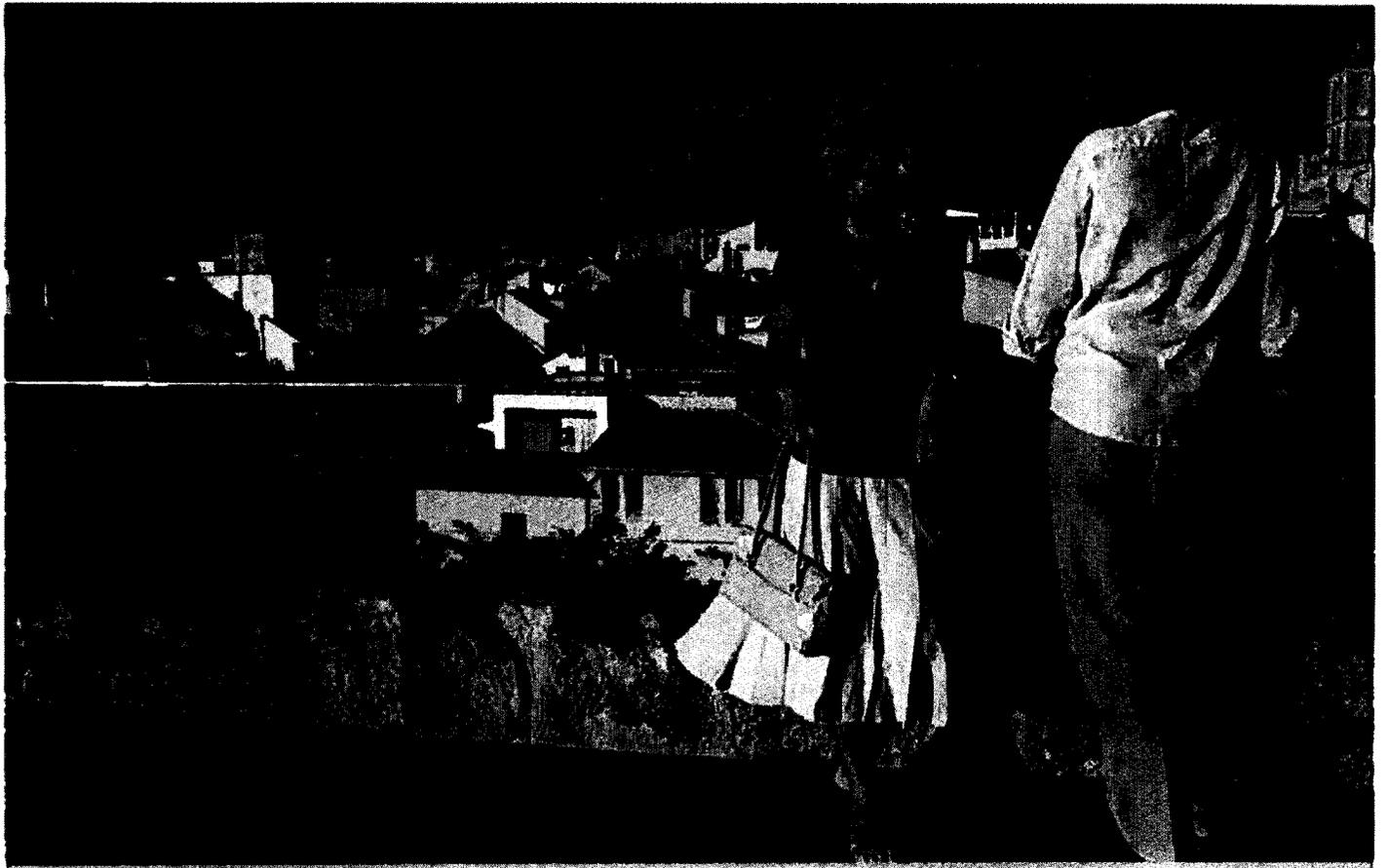
Your initial revolving credit limit will appear on the card carrier. The full amount of your revolving credit limit is available to use where the card is honored. Part of your revolving credit limit is called the cash advance limit. It is available for cash advances. We may reduce or increase your revolving credit limit or cash advance limit at any time for any reason as permitted by law. We will notify you of any change, but the change may take effect before you receive the notice. Your account does not have a pre-set spending limit. As a result, we may permit you to incur charges that cause your New Balance to go over your revolving credit limit. We evaluate these charges based on your account performance, other credit accounts with us, and experience with other creditors. Your minimum amount due will include the amount by which your New Balance goes over your revolving credit limit. You must pay this amount whether it is due to purchases, cash advances, finance charges, fees, or other charges.

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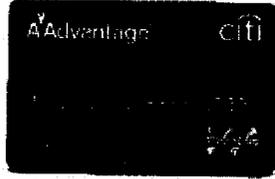


**You travel on a different level.  
Experience the card that does, too.**

OPP013609



OPP013610



INTRODUCING THE  
**CITI EXECUTIVE<sup>SM</sup> / A<sup>Y</sup>ADVANTAGE<sup>®</sup> WORLD ELITE<sup>TM</sup> MASTERCARD<sup>®</sup>**

We are proud to introduce the new Citi Executive<sup>SM</sup> / A<sup>Y</sup>Advantage<sup>®</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> – your passport to a world of luxury benefits. Enclosed are just some of the exclusive benefits you'll enjoy as a cardmember. Start your journey today.

### **Admirals Club® Lounge Access<sup>1</sup>**

Unlimited access for you and your immediate family (or up to two traveling guests) to over 40 Admirals Club® worldwide locations.

### **Priority Check-in and Boarding<sup>2</sup>**

Enjoy priority check-in, airport screening and boarding privileges where those benefits are available – regardless of the class of service in which you are traveling.

### **Waived Baggage Charges<sup>3</sup>**

Enjoy a waived baggage charge for you and your companions' first piece of luggage and save money on every trip.

### **No Mileage Cap<sup>4</sup>**

With no cap on the AAdvantage® miles you can accumulate, there's no stopping what your everyday purchasing power can do.

### **Earn Double AAdvantage® Miles on American Airlines Purchases<sup>5</sup>**

Earn two AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases, including onboard purchases. On all other purchases, you will earn one AAdvantage® mile for every \$1 you spend on card purchases.



### **Elite Qualifying Miles<sup>6</sup>**

Each calendar year when you reach \$40,000 in spending on purchases with your Citi Executive<sup>SM</sup> / AAdvantage® card, you will earn 10,000 AAdvantage® elite qualifying miles from American Airlines to put you on the fast track to American Airlines AAdvantage® elite status membership.

### **No Foreign Transaction Fees**

Pay no foreign transaction fees on purchases when you use your Citi Executive<sup>SM</sup> / AAdvantage® card and keep more of your money where it belongs – in your wallet. For more information, please see the Citi Disclosures enclosed.



Apply today.



**Your Passport  
to Privileges**

OPP013613

### **Global Concierge Service**

Our expert concierge professionals are committed to helping you see your plans through.

### **No Pre-set Spending Limit<sup>7</sup>**

With more spending power, you'll have the flexibility you need. Use your card for both small and large purchases, without a spending limit to worry about.

### **Reduced Mileage Awards<sup>8</sup>**

You can travel to select locations with up to 7,500 fewer AAdvantage<sup>®</sup> miles round-trip.

### **American Airlines AAdvantage<sup>®</sup> Miles May Never Expire<sup>9</sup>**

Prevent your AAdvantage<sup>®</sup> miles from expiring by using your Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> card for purchases, which count as transactions that keep your AAdvantage<sup>®</sup> miles active.

### **Travel Assistance Services**

We're at your service with pre-trip information such as visa, passport and immunization requirements, referrals to doctors and lawyers worldwide, and more.<sup>10</sup>

### **Automatic Travel Accident Insurance at No Extra Cost**

You are covered for up to \$500,000 of Common Carrier Travel Accident Insurance when you charge your plane, ship, train or bus ticket to your card.<sup>11</sup>

### **AAdvantage<sup>®</sup> Miles for Recurring Payments**

When you use your card to make automatic payments on recurring bills like utilities, you'll earn American Airlines AAdvantage<sup>®</sup> miles.

### **Protection Benefits**

With Citi<sup>®</sup> Identity Theft Solutions, Fraud Early Warning, Price Protection<sup>12</sup> for your purchases, and more, you'll be able to use your card with confidence and peace of mind.



Apply today.

**Your First-Class Features**



OPP013615

#### Terms and Conditions

The primary Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmember has access privileges to the American Airlines Admirals Club<sup>®</sup> lounges. Authorized users of the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card are not entitled to Admirals Club<sup>®</sup> access privileges, unless accompanied by the primary cardmember. To access the Admirals Club<sup>®</sup> lounge, the primary cardmember must present his or her AAdvantage<sup>®</sup> number, a current government-issued ID, and an open and valid Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup>. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. All guests must remain with the cardmember during the club visit. Access to the Admirals Club<sup>®</sup> lounge for cardmembers is not dependent on carrier. Should the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> be closed for any reason, all Admirals Club<sup>®</sup> benefits will be cancelled, including access to the Admirals Club<sup>®</sup> lounge. The primary cardmember must be at least 18 years of age to enter the Admirals Club<sup>®</sup> lounge and have access privileges, unless the individual is accompanied by a parent or legal guardian. Must be 21 years of age or older to consume alcohol. All Admirals Club<sup>®</sup> terms and conditions apply. To review the complete Admirals Club<sup>®</sup> lounge access rules, please visit [www.AA.com/admiralsclub](http://www.AA.com/admiralsclub). Lounge access terms and conditions are subject to change without notice. Additional restrictions may apply.

<sup>2</sup> For benefit to apply, at the time of booking, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. If your credit card account is closed for any reason, these benefits will be cancelled. Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers will have the following benefits: priority check-in (where available), priority airport screening (where available) and priority boarding privileges when traveling on American Airlines operated and marketed flights. You may check in at any Business Class check-in position or First Class check-in when Business Class is not available, regardless of the class of service in which you are traveling on American Airlines. These benefits will not be available for travel on codeshare flights booked with an AA flight number but operated by another airline. Exclusive lanes at security checkpoints are available, subject to TSA approval.

<sup>3</sup> For benefit to apply, at the time of booking, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. If your credit card account is closed for any reason, this benefit will be cancelled. Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers may check one bag free of charge when traveling on American Airlines to select destinations. Up to eight customers traveling with the eligible primary credit cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. Please see [AA.com](http://AA.com) for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply.

<sup>4</sup> There is no maximum number of American Airlines AAdvantage<sup>®</sup> miles that you can accumulate on your Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card. AAdvantage<sup>®</sup> miles are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

<sup>5</sup> Doubling of American Airlines AAdvantage<sup>®</sup> miles applies to eligible purchases made with your Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card for items billed by American Airlines as merchant of record. Products or services which do not qualify are car rentals, hotel reservations, American Airlines Vacation<sup>SM</sup> packages, purchases of American Airlines AAdvantage<sup>®</sup> miles, duty free purchases and AA Cargo<sup>SM</sup> products and services. AAdvantage<sup>®</sup> bonus miles will be posted to your AAdvantage<sup>®</sup> account 8-10 weeks after qualifying purchase.

<sup>6</sup> One time per calendar year, Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers may earn 10,000 Elite Qualifying Miles (EQMs) when they reach \$40,000 of eligible purchases. EQMs earned as a result of this offer will be posted to the cardmember's American Airlines AAdvantage<sup>®</sup> program account 6-8 weeks after meeting the purchase requirements. Purchases made from additional cards on the primary cardmember's account will count toward the primary cardmember's qualifying spend. Additional cardholders do not earn the EQM benefit. Please log in to your AAdvantage<sup>®</sup> account on [AA.com](http://AA.com) to view your YTD Elite Qualifying Miles balance. Should the posting of the additional EQMs result in your qualifying or requalifying for AAdvantage<sup>®</sup> elite status, your status will be valid throughout the corresponding elite membership eligible flight activity occurring on or after that date. If applicable, your new credentials will be received within 4-6 weeks. All AAdvantage<sup>®</sup> program terms and conditions apply. EQMs cannot be translated into elite qualifying points or elite qualifying segments. EQMs will apply toward the elite qualification year associated with the year in which the purchase is posted on your monthly statement. EQMs are not valid for reward travel or rewards. EQMs can only be used toward attaining AAdvantage<sup>®</sup> elite status levels that are explained and defined in the Elite Qualification Requirements section of [AA.com](http://AA.com), as such may be amended from time to time. EQMs are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

<sup>7</sup> No pre-set spending limit does not mean unlimited spending. Each charge that causes your balance to exceed your revolving credit limit will be evaluated based on account usage and performance, other account relationships with us (if applicable) and your experience with other creditors. You must pay in full each month any amount that exceeds your revolving credit line.

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\* The Reduced Mileage Award program allows Citi® / AAdvantage® cardmembers to redeem American Airlines AAdvantage® miles for round-trip MileSAver™ awards to destinations selected quarterly. The MileSAver™ discount is 1,500 American Airlines AAdvantage® miles round-trip for this Citi® / AAdvantage® card. Please refer to your cardmember Directory of Services Guide. Redemption of Reduced Mileage Awards applies only to bookings made by phone through American Airlines Reservations or through airport or city ticket offices. A \$25 USD award service charge per person applies to AAdvantage® award reservations ticketed by our reservations offices, a \$20 USD award service charge per person applies to AAdvantage® award reservations ticketed by our Travel Centers or a \$30 USD award service charge per person applies to AAdvantage® award reservations ticketed by our Airport Agents. This payment does not apply to AAdvantage Executive Platinum® members and AAirpass® customers. All such additional amounts are subject to change. For the complete list of Reduced Mileage Awards, visit [www.reduce-mileage-awards.citicards.com](http://www.reduce-mileage-awards.citicards.com).

\* Provided that once every 18 months you (i) redeem American Airlines AAdvantage® miles or (ii) earn them on American Airlines, American Eagle or the AmericanConnection® carrier or (iii) earn AAdvantage® miles with an AAdvantage® participant. For complete details visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage).

\* Travel Assistance Services are provided at no charge; however, you will be responsible for associated costs. (For example, legal referrals are free, but the lawyer's fee is your responsibility.) Details of coverage will be provided upon cardmembership.

\* Worldwide Automatic Travel Accident Insurance is underwritten by National Union Fire Insurance Company of Pittsburgh, PA. Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

\* Price Protection coverage is underwritten by Triton Insurance Company. (Coverage is limited to \$250 per item and a maximum of \$1,000 per cardmember per year.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

If you are an existing Citi® / AAdvantage® cardmember, you are not eligible for this offer on your existing account. Cardmember program terms are subject to change.

American Eagle® service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnection® service is operated by Chautauque Airlines, Inc., which is an independent contractor.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months' notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® miles earned through this promotion/offer (other than Elite Qualifying Miles) do not count toward elite status qualification. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage).

AA.com, AmericanAirlines, AAdvantage, AAdvantage with Scissor Eagle design, Scissor Eagle design, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, American Eagle, AmericanConnection, AAirpass and MileSAver are marks of American Airlines, Inc.

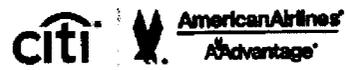
Citibank is not responsible for products or services offered by other companies. Cardmember benefits are subject to change.

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# THE POWER OF GLOBAL RESOURCES

THE POWER OF GLOBAL RESOURCES

AAdvantage citi

2012-2013

Directory of Services

2012-2013



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PRATT&MANN GUIDE



**Citigroup Inc. v. Citiair, LLC**  
**Opp. No. 91201920**  
**Opposer Ex. 7**

**OPP005609**

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**MORE AMERICAN AIRLINES  
A<sup>®</sup>ADVANTAGE<sup>®</sup> MILES**

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**DIRECTORY of SERVICES**

Welcome to Citi Select<sup>™</sup> / A<sup>®</sup>Advantage<sup>®</sup> American Express<sup>®</sup> cardmembership, accepted worldwide, wherever American Express is accepted.

This guide explains the benefits and features that are yours to enjoy. From no pre-set spending limit\* and earning of American Airlines AAdvantage<sup>®</sup> miles, to superior Concierge and Customer Service, you'll appreciate the global resources you'll get with the Citi Select<sup>™</sup> / A<sup>®</sup>Advantage<sup>®</sup> American Express<sup>®</sup> card.

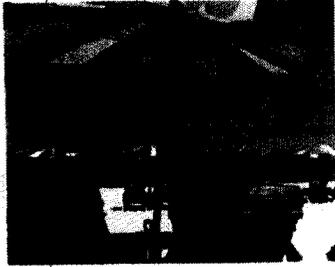
If you have any questions regarding your new card, a complete list of phone numbers can be found on the back cover of this brochure.

\*See page 4 for further information.

## More Spending Power

Your Citi Select™ / AAdvantage® American Express® card has no pre-set spending limit,\* along with a revolving credit line.

You will not incur over-the-limit fees for each month in which you spend beyond the revolving line. Any charges over your revolving credit line will be billed in full on your next billing statement.



Pay for your entire vacation. Everything from the seaside villa to the best-selling beach thriller. Because now your purchasing options come in all sizes.

## Earning American Airlines AAdvantage® Miles

With the Citi Select™ / AAdvantage® American Express® card, you can turn everyday purchases into exciting travel awards. You'll earn one AAdvantage® mile for every dollar you spend on purchases made with your card—up to 100,000 AAdvantage® miles per calendar year\*\* unless you were solicited and approved for a Citi Select™ / AAdvantage® American Express® card with no annual fee. If you were approved for that card, the maximum number of AAdvantage® miles

\*No pre-set spending limit does not mean unlimited spending. Each charge that causes your balance to exceed your revolving credit line will be evaluated based on account usage and performance, other account relationships with us and your experience with other creditors. You must pay us in full each month any amount that exceeds your revolving credit line. If you're anticipating making a large purchase, please contact our Customer Service number so that your request may be accommodated with the utmost ease.

\*\*Purchases posted to your January/December billing statements. AAdvantage® bonus miles are excluded from this mileage cap. AAdvantage Executive Platinum® members, AAdvantage Platinum® members and AAdvantage Gold® members are also excluded from this limit. AAdvantage® miles are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and finance charges.

you can earn with the Citi Select™ / AAdvantage® American Express® card and your existing Citi® / AAdvantage® MasterCard® or Visa® card is shared (100,000 American Airlines AAdvantage® miles per calendar year using both accounts).†

Besides earning AAdvantage® miles on purchases made on your card, you can earn AAdvantage® miles with over 1,000 AAdvantage® program participants, including car rental companies, hotels, restaurants, retail merchants and more. Those AAdvantage® miles can then be redeemed for a travel award †† on American Airlines, American Eagle, AmericanConnection®.

## American Airlines AAdvantage® Number

To ensure that you never miss an AAdvantage® mile, we can print your AAdvantage® number on your primary card for quick and easy reference.

## Additional Cards at No Extra Cost

Available for your family and other household members.

## 24-Hour Personal Concierge Service

We'll make your dinner reservations, purchase tickets to events, coordinate business arrangements worldwide, locate hard-to-find items and buy and deliver gifts. The cost of goods or services is billed to your card. To speak to a concierge any time, any day, call 1-800-508-8735.

## Superior Customer Service

If you need assistance, call any time, 24 hours a day, 7 days a week, at 1-866-449-2484.

† If your Citi® AAdvantage® MasterCard® or Visa® card account is ever closed for any reason or if you decide you no longer want your accounts to share a mileage cap, you will be billed an annual fee of \$85 for the Citi Select™ / AAdvantage® American Express® card and you will be able to earn up to 100,000 AAdvantage® miles each calendar year on that card.

†† A total of 25,000 AAdvantage® miles may be redeemed for coach class Continental® US / Canada MileSAVER™ awards. For more information on AAdvantage® award redemption, please see Redeem Miles at [www.aa.com/advantage](http://www.aa.com/advantage).

### **Earn More American Airlines AAdvantage<sup>®</sup> Miles with Recurring Payments**

Use your Citi<sup>®</sup> / AAdvantage<sup>®</sup> card to pay your recurring bills like cable, phone and electricity and they'll be paid automatically every month. No checks. No hassle. No problems. To learn more, mail Citi<sup>®</sup> / AAdvantage<sup>®</sup> card customer service at 1-866-449-2484.

### **Reduced Mileage Awards**

Four times a year, you'll receive a new list of destinations that are available to you as Reduced Mileage Awards.<sup>1</sup> You can fly to select destinations, in both the U.S. and overseas, for 7,500 AAdvantage<sup>®</sup> miles less than usually required. So if you're planning a getaway, log on to [www.reducedmileageawards.citicards.com](http://www.reducedmileageawards.citicards.com), and let fewer AAdvantage<sup>®</sup> miles take you further. When you're ready to claim your award, simply call AAdvantage<sup>®</sup> Customer Service at 1-800-882-8880.

### **Shop Online—The Smart Way**

Relax when you shop online with your Citi<sup>®</sup> / AAdvantage<sup>®</sup> card. If your account number is ever compromised, you won't be liable for charges made by an unauthorized user—online or offline. To learn more about our latest services, visit us frequently at [www.citicards.com](http://www.citicards.com).

### **Citi<sup>®</sup> Identity Theft Solutions**

Should identity theft happen to you, our Identity Theft Specialists will help you restore your good name and good credit. From filing police reports to contacting major credit bureaus, we will help you get your life back.

### **24-Hour Protection from Fraud**

Our early warning service alerts you to unusual activity.

The Reduced Mileage Award Program allows cardmembers to redeem AAdvantage<sup>®</sup> miles for MileAwards<sup>™</sup> awards to selected locations. Locations change quarterly. Citi Select<sup>™</sup> / AAdvantage<sup>®</sup> American Express<sup>®</sup> cardmembers save 7,500 AAdvantage<sup>®</sup> miles. Redemption of Reduced Mileage Awards applies only to bookings made by phone through American Airlines reservations or through airport or city ticket offices. All such award travel is subject to an additional payment of \$15. The above amount does not apply to AAdvantage Executive Platinum<sup>™</sup> members and AAirpass<sup>®</sup> customers. All such additional amounts are subject to change. For the complete list of Reduced Mileage Awards, visit [www.reducedmileageawards.citicards.com](http://www.reducedmileageawards.citicards.com).

### **The Lost Wallet<sup>®</sup> Service**

Your peace of mind is important. So we'll replace a lost or stolen card, usually within 24 hours. We can also provide you with emergency cash, subject to your available credit line and cash advance limit.

### **Personal Identification Number**

To make getting cash from ATMs easy (wherever the American Express logo is displayed), select your own 4-digit Personal Identification Number (PIN) that's easy to remember.

### **Payment Options**

Send your payment by mail or pay your bill conveniently by phone. For even greater convenience, you can arrange to have your payment made automatically from your bank account each month.

### **Free Annual Account Summary**

See all your card's activity in one convenient place. This summary details charges by month and total charges in different spending categories. This is especially useful for preparing taxes and planning budgets.

### **Account Online**

Citicards.com lets you manage your Citi Card account online securely, any time, whether you want to check your balance, see if your payment was credited or receive your statements online with our All-Electronic program. We'll even send you an email when your statement is ready to view each month. Do all this and more—online, any time. Register now.

Emergency card replacement outside of the continental U.S. may have a maximum of 48 hours. There may be a service fee associated with a request for 24-hour card replacement.

### Flexible Billing

You can ask to have your payment due date fall during the portion of the month when you pay your bills-whether the beginning, middle or end of the month.

### Convenience Checks

Access the cash advance portion of your credit line anywhere personal checks are accepted.<sup>1</sup> For your free checks, call customer service.

### Worldwide Acceptance

You can use your Citi® / AAdvantage® American Express® card wherever American Express is accepted. Just look for the American Express Welcome Decal or logo. You can also utilize a wide range of services at Citibank® Financial Center locations in the U.S.<sup>2</sup>

### Retail Protection

Most of the items you buy with your Citi® / AAdvantage® American Express® card will be eligible for protection up to \$1,000 against theft or accidental damage for up to 90 days from the date of purchase.<sup>3</sup>

### Extended Warranty

The terms of the original manufacturer's U.S. warranties (of one year or less) may be extended up to one additional year for most of the items you buy with your Citi® / AAdvantage® card.<sup>4</sup>

### Billing Dispute Resolution

If you ever have a billing problem regarding merchandise you've charged, we'll work closely with you and the merchant to help settle the dispute.

### Price Protection

If you buy something with your Citi® / AAdvantage® card and then see it advertised in print for less within 60 days, you will receive a refund for the difference up to \$250 (excludes certain purchases and any Internet purchase).<sup>5</sup>

### Lost Luggage Coverage

You are eligible for up to \$3,000 in lost luggage coverage for you and your dependents when you charge your entire common carrier fare to your Citi® / AAdvantage® card. Covers permanently lost, stolen or damaged baggage or personal articles checked with a common carrier.<sup>6</sup>

### Worldwide Car Rental Loss & Damage Insurance

Provides up to \$50,000 excess coverage against damage to or loss of a rental car worldwide. You're automatically covered when you charge the entire cost of your rental from a licensed rental agency with your Citi® / AAdvantage® card and decline the car rental company's collision, loss/damage waiver insurance.<sup>7</sup>

### Worldwide Travel Accident Insurance at No Extra Cost

Up to \$1,000,000 Travel Accident insurance for extra security when the entire cost of your full common carrier fare is purchased with your Citi® / AAdvantage® card.<sup>8</sup>

### Trip Cancellation/Trip Interruption Insurance

In the event you are prevented from taking or continuing a trip that you billed entirely to your Citi® / AAdvantage® card account, you are eligible to receive up to \$1,500 in Trip Cancellation/ Trip Interruption Insurance.<sup>9</sup>

<sup>1</sup>Please refer to your Citi Card Agreement for specific finance charges associated with cash advances. If you are a new Citi cardmember, you will receive your PIN notification letter within the next few weeks.

<sup>2</sup>Citibank Financial Centers are offices of Citibank, N.A., Member FDIC, and are a affiliate of Citibank (South Dakota), N.A., which issues your credit card.

<sup>3</sup>Certain conditions, restrictions, and exclusions apply. For complete program details, refer to your Summary of Additional Program Information. If you are a new Citi cardmember, you will receive your Summary within the next few weeks.

<sup>4</sup>Certain conditions, restrictions, and exclusions apply. For complete program details, refer to your Summary of Additional Program Information. If you are a new Citi cardmember, you will receive your Summary within the next few weeks.

## Roadside Assistance

If your car breaks down on the road, just call 1-800-454-3813, toll-free. Or if overseas, call collect at 312-935-3785 and someone will be sent to the rescue. The roadside service fees will be conveniently billed to your Citi® / AAdvantage® card.

## Emergency Assistance Services

Emergency assistance provides help when traveling, especially when visiting a place for the first time or if you do not speak the language. For travel assistance simply call 1-800-454-3813 or if overseas, call collect at 312-935-3785.\*

## Travel Services

Stop in at one of the more than 2,200 American Express Travel Services locations in more than 140 Countries and Territories worldwide.† Also, you can visit Citi locations in more than 40 countries for additional travel assistance.

Roadside Assistance is provided by AAA Assistance USA. Certain conditions, restrictions and exclusions apply. For complete program details refer to your Summary of Additional Program Information. If you are a new Citi cardmember, you will receive your Summary within the next few weeks.

\* Emergency Assistance Services are provided free of charge; however, you will be responsible for associated costs. For example, legal referrals are free of the lawyer's fee, it's your responsibility. Emergency Assistance Services are provided by AAA Assistance USA. For complete program details refer to your Summary of Additional Program Information. If you are a new Citi cardmember, you will receive your Summary within the next few weeks.

† Comprised of Travel and Foreign Exchange locations of American Express. Not all services are available at all locations and are subject to local laws and open availability.

Information is valid as of February 1, 2008. Cardmember program terms are subject to change. American Eagle® service is operated by American Eagle Airlines, Inc. or Executive Airlines, Inc., which are wholly owned by American Airlines, parent company. AmericanConnection® service is operated by Trans States Airlines, Inc. or Chautauque Airlines, Inc., which are independent contractors.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

Citibank is not responsible for products or services offered by other companies.

American Airlines, AAdvantage, AAdvantage with Scissor Eagle Design, Scissor Eagle Design, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, AAirpass, American Eagle, and AmericanConnection are registered trademarks of American Airlines, Inc.

MileSA AAdv and American Airlines Vacations are service marks of American Airlines, Inc.

## IMPORTANT PHONE NUMBERS

Please keep for future reference.



American Airlines	1-800-433-7300
American Airlines Vacations	1-800-321-2121
Concierge Services	1-800-508-8735
Citi Photocard	1-800-248-4226
TDD Service (for speech- or hearing-impaired cardmembers)	1-800-325-2865
Emergency Assistance Services	1-800-454-3813
Roadside Assistance	1-800-454-3813
Citibank Online Services	1-800-374-9700
Citibank ATM Locator Service	1-800-CITI-ATM
Checking, Savings, Loans and PC Banking	1-800-446-5331
Student Loans	1-800-692-8200
Citi Mortgage	1-800-667-8424

American Airlines	<a href="http://www.aa.com">www.aa.com</a>
Account Online	<a href="http://www.citicards.com">www.citicards.com</a>
AAdvantage® Program	<a href="http://www.aa.com/aaadvantage">www.aa.com/aaadvantage</a>
Citibank Online	<a href="http://www.citicards.com">www.citicards.com</a>

Exclusive offer for select Citi®/AAdvantage® cardmembers.  
introducing the New Citi®/AAdvantage® American Express® card.

Citibank 9999928  
AAdvantage Add A Card ECM 3  
AA AMEX - AMEX Now Possible  
28/P+9.99% SPR Balcon/5 15-06  
2006/03,

||



Dear Citibank,

Because you are a valued Citi®/AAdvantage® MasterCard® cardmember, Citi is excited to bring you the brand-new Citi®/AAdvantage® American Express card. It's the only card that combines Citi's service and protection, American Airlines AAdvantage® miles and worldwide American Express acceptance.

**Earn 5,000 American Airlines AAdvantage® bonus miles!**

Apply today and earn 5,000 AAdvantage® bonus miles after your first purchase with your new Citi®/AAdvantage® American Express card. And you'll earn 1 AAdvantage® mile for every \$1 you spend on purchases.<sup>1</sup> Plus, miles you earn from purchases with your Citi®/AAdvantage® American Express card are combined with the miles you earn from your purchases with your Citi®/AAdvantage® MasterCard®, up to the maximum of 60,000 miles per calendar year.<sup>2</sup> With all this, you'll reach awards faster than ever before.

**The Perfect Companion—with no annual fee.**

The new Citi®/AAdvantage® American Express card is the perfect companion to your existing Citi®/AAdvantage® MasterCard®. With no pre-set spending limit,<sup>1</sup> along with the option to pay over time, you'll enjoy both ease and flexibility in managing your expenses. And the best part is, there'll be no annual fee for the Citi®/AAdvantage® American Express card as long as your existing Citi®/AAdvantage® MasterCard® account remains open and the mileage cap is shared. Otherwise, a \$50 annual fee applies.

**Convenience and worldwide benefits when you travel.**

You'll travel with confidence knowing you have the prestige and acceptance that comes with the American Express network of services. Get the security of Trip Cancellation/Trip Interruption Insurance<sup>4</sup> along with up to \$1 million in Worldwide Travel Accident Insurance<sup>4</sup> for extra security when you travel. Plus, you'll never be far from one of the over 2,200 American Express Travel Services locations<sup>5</sup> worldwide, for assistance with travel arrangements, American Express Travelers Cheques and foreign exchange sales.

Don't wait—apply today for your Citi®/AAdvantage® American Express card and you'll start earning AAdvantage® miles faster!

Sincerely,

Kendall E. Stork  
President and CEO  
Citibank (South Dakota), N.A.

Kurt Stache  
President, AAdvantage® Marketing Programs  
American Airlines, Inc.

**Citibank, this offer expires May 15, 2006. Be sure to return the application below, call 1-800-327-3590 or apply online at [www.applyonline.citicards.com](http://www.applyonline.citicards.com) and type in your personal number 999999999999.**

<sup>1</sup> Please see the reverse side for important information.

You can choose to stop receiving "prescreened" offers of credit from this and other companies by calling toll-free 1-888-5-OPTOUT(1-888-567-8688). See PRESCREEN & OPT-OUT NOTICE on the other side for more information about prescreened offers.

# Citi® / AAdvantage® Card Pre-Approved Application Form

Citi® AAdvantage®



Please see back of letter for the Citibank Disclosures, which include rates, fees and other cost information.

999999999999 99999  
 PA0CKA 99 N 28 2520419

Social Security Number

Security Word: 10 characters or less, use letters or numbers. Please use one: Best friend's last name, Last 4 digits of a relative's or friend's phone number, Pet's name, Favorite teacher's name

Date of Birth

CITIBANK  
 AA AMEX AMEX NOW POSSIBLE  
 28/P+999%SPR BALCON/51506  
 2006/03

Home Phone No. with Area Code  
 000

Business Phone No. with Area Code  
 Occupation: Please check one (if applicable)  
 Retired  Self-Employed

If the printed address is a P.O. Box, you must also write your street address above

Gross Yearly Household Income\*

\*Alimony, child support, or separate maintenance income need not be revealed if you do not wish it to be considered as a basis for repaying this obligation.

By signing below, I certify that I have read the Citibank Disclosures and agree to and meet the Terms and Conditions of Offer on the reverse side.

I would like a second card at no additional cost. (Print the full name of the family or household member.)

Signature

Date

E306

Email Address: Include full address with punctuation. Example: ldoe@citi.net. If you provide an email address, we may use it to contact you about your account. We may also use your email address to send you information about products and services you might find useful.

We want to help protect the credit card account by enrolling in PaymentAdv which includes a 30-day free trial. By providing my email, I certify that I have read the PaymentAdv Program Summary on the enclosed insert and want to enroll in the PaymentAdv account program for each month's protection of my account for a fee of \$0.99 per \$100 of the New Balance shown on my billing statement for the previous billing period. My answer at any time, enrollment is not required to obtain credit.

PRINT INITIALS

**Yes, I want to start saving immediately. Balance Transfer Option** (in order of preference)

1. Credit card you would like payment sent to

2. Credit card you would like payment sent to

Payment Mailing Address: PO Box (See your monthly billing statement)

Payment Mailing Address: PO Box (See your monthly billing statement)

City

City

State Zip Code

Dollars Cents

State Zip Code

Dollars Cents

Account Number

Account Number

999999999999  
 05152006

To apply for the Citi® / AAdvantage® American Express card, call 1-800-327-3590 by May 15, 2006.

Balance transfer APR: 17.49% until October 1, 2006. After that, your variable

Other APRs

17.49% variable

Annual percentage rate (APR) for purchases

- American Airlines' AAdvantage® miles will appear as a bonus in your AAdvantage® account 8 to 10 weeks after your first purchase with the card. This offer is only valid for new accounts.
- Purchases posted to your January-December billing statements. American Airlines' AAdvantage Executive Platinum®, AAdvantage Platinum®, and AAdvantage Gold® members are excluded from these limits. AAdvantage® miles are earned on all purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and finance charges.
- No pre-set spending limit does not mean unlimited spending. Each charge that causes your new balance to exceed your revolving credit line will be evaluated based on account usage and performance, other account relationships with us, if applicable, and your experience with other creditors. You must pay in full each month on any amount that exceeds your revolving credit line.
- Trip Cancellation/Trip Interruption Insurance and Worldwide Travel Accident Insurance are underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. Certain conditions, restrictions and exclusions apply. Details of the program will be provided upon cardmembership.
- Comprised of Travel and Foreign Exchange locations of American Express. Not all services are available at all locations and are subject to local laws and cash availability.
- American Airlines, American Eagle, and AmericanConnection® service do not have restricted dates for award travel. Seats for award travel are limited, and may not be available on all flights. Flight awards are subject to AAdvantage® program rules and restrictions.
- For AAdvantage® award redemption details, see Redeem Miles at [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).
- Emergency Assistance Services are provided by AXA Assistance USA. Certain conditions and restrictions apply. Program details will be provided upon cardmembership.
- Worldwide Car Rental Loss & Damage Insurance is underwritten by Federal Insurance Company, a member insurer of the Chubb Group of Insurance Companies. Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.
- Common Carrier Lost Luggage Coverage is underwritten by Triton Insurance Company. (Coverage is limited to \$2,000 to New York residents, coverage for all cardmembers is limited to \$10,000 in the aggregate per trip.) Certain conditions, restrictions and exclusions apply. Details of coverage will be provided upon cardmembership.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage)

American Airlines, AAdvantage, AAdvantage, AAdvantage Executive Platinum, AAdvantage Platinum, AAdvantage Gold, American Eagle and AmericanConnection are registered trademarks of American Airlines, Inc.

## CITIBANK DISCLOSURES

<b>Annual percentage rate (APR) for purchases</b>	<b>17.49%</b> variable.
<b>Other APRs</b>	Balance transfer APR: 17.49% until October 1, 2006. After that, your variable purchase APR will apply. Cash advance APR: 22.49% variable. Default APR: 31.49% variable. See explanation below.*
<b>Variable rate information</b>	Your APRs may vary each billing period. The purchase and balance transfer rate equals the U.S. Prime Rate** plus 9.99%. The cash advance rate equals the U.S. Prime Rate plus 14.99%, with a minimum cash advance rate of 19.99%. The default rate equals the U.S. Prime Rate plus up to 23.99%.***
<b>Grace period for repayment of balances for purchases</b>	Not less than 20 days if you pay your total new balance in full each billing period by the due date.
<b>Method of computing the balance for purchases</b>	Average daily balance (including new purchases).
<b>Annual fees</b>	None, as long as your Citi®/AAdvantage® MasterCard® account remains open and the mileage cap is shared. Otherwise, you will be billed an annual membership fee of \$50 for this card.
<b>Minimum finance charge</b>	50 cents.
<b>Transaction fee for purchases made in a foreign currency</b>	3% of the amount of each foreign currency purchase after its conversion into U.S. dollars.

**Transaction fee for cash advances:** 3% of the amount of each cash advance, \$5 minimum.

**Transaction fee for balance transfers:** 3% of the amount of each balance transfer, \$5 minimum, \$75 maximum. However, there is no fee with the 17.49% APR balance transfer offer described above.

**Late fee:** \$15 on balances up to \$100; \$29 on balances of \$100 up to \$1,000; and \$39 on balances of \$1,000 and over.

\* All your APRs may automatically increase up to the Default APR if you default under any Card Agreement that you have with us because you fail to make a payment to us when due or you make a payment to us that is not honored.

\*\* For each billing period we use the U.S. Prime Rate published in *The Wall Street Journal* two business days prior to the Statement/Closing Date for that billing period.

\*\*\* Factors considered in determining your default rate may include how long your account has been open, the timing or seriousness of a default, or other indications of account performance.

We apply your payments to low APR balances before higher APR balances. That means your savings will be reduced if you make transactions that are subject to higher APRs.

**Rates, fees and terms may change:** We may change the rates, fees and terms of your account at any time for any reason. These reasons may be based on information in your credit report, such as your failure to make payments to another creditor when due, amounts owed to other creditors, the number of credit accounts outstanding or the number of credit inquiries. These reasons may also include competitive or market-related factors. If we make a change for any of these reasons, you will receive advance notice and a right to opt out in accordance with applicable law.

- This offer is only valid for new accounts. You must be at least 18 years of age. Citibank (South Dakota, 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 Form, 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.
- To process the Application Form for a new account, it must be:
  1. Accurately completed
  2. Signed and verifiably correct and
  3. Returned by the expiration date.
- Please send the non-transferable Application Form in the enclosed postage paid envelope to:
 

Citibank New Cardmember Services  
P.O. Box 6168, Sioux Falls, SD 57117-9720
- Please allow four weeks from date of mailing to process a completed Application Form.
- 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®/AAdvantage® American Express card, you must have an annual income of at least \$15,000, and you must meet our credit qualification criteria. Your revolving credit line will be determined by your yearly income and a review of your credit report. You will be informed of the amount of your revolving credit line when you receive your card. Some revolving credit lines may be as low as \$2,000. Please note that cash advances may be limited to a portion of your revolving credit line.
- You authorize us to report to American Airlines, AAdvantage® miles earned on your account. You also authorize us to share with American Airlines experiential and transactional information regarding you and your account.
- Please see the enclosed Initial Disclosure Statement for important additional information. If you are approved for credit, you will receive a Card Agreement ("Agreement") with your card. The Agreement will be binding on you unless you cancel your account within 30 days after receiving your card and you have not used or authorized use of your account. We may change the Agreement at any time in accordance with applicable law and the terms of the Agreement.

**PRESCREEN & OPT-OUT NOTICE:** This "prescreened" offer of credit is based on information in your credit report indicating that you meet certain criteria. This offer is not guaranteed if you do not meet our criteria. If you do not want to receive prescreened offers of credit from this and other companies, call the consumer reporting agencies toll-free at 1-888-5-OPTOUT (1-888-567-8688) or write to any of the following consumer reporting agencies: Experian Information Solutions, P.O. Box 919, Allen, TX 75103; Equifax Options, P.O. Box 740123, Atlanta, GA 30374-0123; Trans Union, P.O. Box 505, Woodlyn, PA 19094-0505.

▲ Fold here before putting in the return envelope. ▲

## DETAILS AND INSTRUCTIONS FOR BALANCE TRANSFERS

Just follow these simple steps to start saving money on your high-interest cards.

1. Complete the Balance Transfer Option on your Application Form and return before the expiration date. You may transfer any amount, as long as the total amount (including any balance transfer fee) does not exceed your available credit line. Be sure you do not transfer the amount of any disputed purchase or other charge, because you may lose your dispute rights.
2. Upon approval, we'll mail a check to each of the credit card issuers you specify, and you will receive a letter confirming that the checks have been issued. Be sure to make payments on your other accounts until this confirmation is received.
3. The available credit line for your new card will be reduced by the total amount of the transfers we approve. We may not approve future balance transfers if you default under any Card Agreement.
4. Watch for payments to show up as credits on your other credit card statements. If the credited amount brings the balance down to zero, you may then cancel those accounts.
5. Please note you cannot transfer balances from other accounts issued by Citibank (South Dakota, N.A.) or its affiliates.
6. Finance charges will be assessed on balance transfers from the date the transaction is posted to your account.



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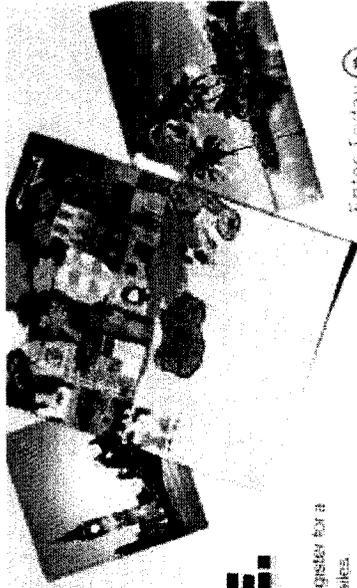
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bonus miles

Because you are a valued Citi®/AAdvantage® MasterCard® cardmember, Citi is excited to bring you the brand-new Citi®/AAdvantage® American Express card. It's the only card that combines Citi's service and protection, American Airlines AAdvantage® miles and worldwide American Express acceptance.



## AA Advantage SUMMER MILES CHALLENGE.

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Find the latest AA Advantage program news and frequently asked questions.

### Elite Status Membership

Discover the perks and benefits that come with elite status membership and how to qualify.

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There are over 1,000 opportunities to earn miles from flying to hotel stays to dining out and it doesn't take many miles to reach and using credit cards plus special bonus awards.

### Redeem Miles

There are so many ways to use your miles from flying to hotel stays to dining out and it doesn't take many miles to reach and using credit cards plus special bonus awards.

### My Account

Login to View AA Advantage Balances and Other Account Preferences

**AA Advantage Number**  
Forgot your AA Advantage number?

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Forgot your password?

Remember my AA Advantage number on this computer.

By logging into my AA Advantage account, I hereby accept the Terms and Conditions of the AA Advantage program.

Login

**AA NOT AN AA ADVANTAGE MEMBER? ENROLL TODAY. EARN MILES.**

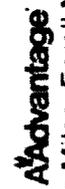


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CitiExecutive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup>

VIP BENEFITS IN  
THE PALM OF  
YOUR HAND



[Apply Now](#)

### Experience the Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> Card!

You travel on another level, get the card that does too.

Apply now, get the card and earn **25,000 American Airlines AAdvantage<sup>SM</sup> bonus miles** after you make \$1,000 in purchases within 4 months of becoming a cardmember<sup>1</sup>!

As a cardmember, you'll enjoy premium benefits throughout your travel experience:

- New! EMV chip technology for global acceptance and enhanced security
- Admirals Club<sup>®</sup> Membership Privileges<sup>2</sup>
- Enhanced Airport Experience<sup>3</sup>
- Waived Domestic Baggage Charge for First Eligible Bag<sup>4</sup>

#### Choose a card



Citi<sup>®</sup> Platinum Select<sup>®</sup> / AAdvantage<sup>®</sup> Visa Signature<sup>®</sup> Credit Card



CitiExecutive<sup>SM</sup> / AAdvantage<sup>SM</sup> Card



CitiBusiness<sup>®</sup> / AAdvantage<sup>®</sup> World MasterCard<sup>®</sup>

- Elite Qualifying Miles<sup>5</sup>
- Earn Double AAdvantage<sup>®</sup> Miles on Eligible American Airlines Purchases<sup>6</sup>
- No Mileage Cap<sup>7</sup>
- No Foreign Transaction Fees on Purchases<sup>8</sup>
- Expert Concierge Service

Enjoy these VIP benefits and more for \$450<sup>8</sup>

Apply Now

## At the Airport

## Earning Miles

## Beyond Travel

## Footnotes:

### <sup>1</sup> BONUS MILES:

This Citi<sup>®</sup> / AAdvantage<sup>®</sup> card offer is valid only for first-time Citi<sup>®</sup> / AAdvantage<sup>®</sup> cardmembers who apply pursuant to this offer for an account. The American Airlines AAdvantage<sup>®</sup> miles will appear as a bonus in your AAdvantage<sup>®</sup> account 8-10 weeks after you have met the purchase requirements.

### <sup>2</sup> ADMIRALS CLUB<sup>®</sup> MEMBERSHIP PRIVILEGES:

Only primary Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers who are 18 years of age or older may receive membership privileges to the American Airlines Admirals Club<sup>®</sup> lounges. Authorized users of the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> credit card are not entitled to Admirals Club<sup>®</sup> membership privileges. To access the Admirals Club<sup>®</sup> lounge, the primary cardmember must present (i) his or her AAdvantage<sup>®</sup> number, (ii) his or her current government-issued I.D., (iii) his or her open and valid Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard, and (iv) any additional required documentation. The primary cardmember may bring as guest(s) either immediate family (spouse, domestic partner and/or children under 18 years of age) or up to two traveling guests. All guests must remain with the cardmember during the club visit. All persons must be 21 years of age or older to consume alcohol. Should the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account be closed for any reason, all Admirals Club<sup>®</sup> benefits will be immediately cancelled, including access to all Admirals Club<sup>®</sup> lounges. All Admirals Club<sup>®</sup> membership terms and conditions apply. To review the complete Admirals Club<sup>®</sup> membership rules, please visit [www.aa.com/admiralsclub](http://www.aa.com/admiralsclub). Such membership terms and conditions are subject to change without notice. Additional restrictions may apply. If the primary Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmember is already an Admirals Club<sup>®</sup> member and has sixty or more days remaining (from the date the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> card account is approved by Citi) on such current Admirals Club membership, he or she is eligible to receive a pro-rata refund from American Airlines for any unused portion of his or her current Admirals Club<sup>®</sup> membership fee. The refund will be based on the number of days remaining on such primary cardmember's current Admirals Club<sup>®</sup> membership. Refunds will be automatically made in the original form of payment within 12 weeks of becoming a Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmember. Lifetime Admirals Club<sup>®</sup> members, AIRpass<sup>®</sup> members with Admirals Club<sup>®</sup> privileges and Admirals Club memberships purchased with Business ExtraAA points are not eligible for a refund.

### <sup>3</sup> ENHANCED AIRPORT EXPERIENCE:

For benefit to apply, at the time of booking, the Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. If your credit card account is closed for any reason, these benefits will be cancelled. Citi Executive<sup>SM</sup> / AAdvantage<sup>®</sup> World Elite<sup>™</sup> MasterCard<sup>®</sup> cardmembers will have the following benefits: priority check-in (where available), priority airport screening (where available), and priority boarding privileges when traveling on American Airlines operated and marketed flights. You may check in at any Business Class check-in position or First Class check-in when Business Class is not available, regardless of the class of service in which you are traveling on American Airlines. These benefits will not be available for travel on codeshare flights booked with an AA flight number but operated by another airline. Exclusive lanes at security checkpoints are available, subject to TSA approval. This benefit cannot be combined with any existing AAdvantage<sup>®</sup> elite program benefits, including any priority check-in, priority airport screening and priority boarding privileges. Applicable terms and conditions are subject to change without notice.

**4 WAIVED DOMESTIC BAGGAGE CHARGE FOR 1st ELIGIBLE CHECKED BAG:**

For benefit to apply, at the time of booking, the Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> account must be open and in good standing, and reservation must include the primary cardmember's American Airlines AAdvantage<sup>SM</sup> number. If your credit card account is closed for any reason, this benefit will be canceled. Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> cardmembers may check one bag free of charge when traveling on American Airlines to select destinations. Up to eight customers traveling with the eligible primary credit cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage<sup>SM</sup> elite program benefits, including any waiver of baggage charges. Please see AA.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

**5 ELITE QUALIFYING MILES:**

One time per calendar year (referring to January through December billing statements), the primary Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> cardmember will earn 10,000 Elite Qualifying Miles (EQMs) after he or she reaches the first \$40,000 in eligible purchases on his or her Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> account during such calendar year (purchases posted to your January to December billing statements), regardless of the date the account is opened. EQMs are earned on purchases, excluding returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges. A primary cardmember may earn the 10,000 EQMs only one time in a calendar year, even if the primary cardmember has more than one Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> card. EQMs earned as a result of this offer will be posted to the primary cardmember's American Airlines AAdvantage<sup>SM</sup> program account 6-8 weeks after meeting the \$40,000 purchase requirement. Purchases made from additional cards on the primary cardmember's account will count toward the primary cardmember's qualifying spend; however, additional cardholders are not eligible to earn EQMs. Please log in to your AAdvantage<sup>SM</sup> account on AA.com to view your YTD Elite Qualifying Miles balance. Should the posting of the additional EQMs result in your qualifying or requalifying for AAdvantage<sup>SM</sup> elite status, your status will be valid throughout the next succeeding elite membership year. Benefits associated with any new elite status level will take effect immediately on the date the additional elite status qualifying miles were posted to your AAdvantage<sup>SM</sup> account and will apply to all eligible flight activity occurring on or after that date. If applicable, your new credentials will be received within 4-6 weeks. All AAdvantage<sup>SM</sup> program terms and conditions apply. EQMs only count toward elite status qualification. EQMs cannot be redeemed for award travel, AAdvantage<sup>SM</sup> miles or any other AAdvantage<sup>SM</sup> program awards. AAdvantage<sup>SM</sup> program elite status requirements are available on the AAdvantage<sup>SM</sup> section of AA.com.

**6 DOUBLE AADVANTAGE<sup>SM</sup> MILES ON AMERICAN AIRLINES PURCHASES:**

You will earn two American Airlines AAdvantage<sup>SM</sup> miles per \$1 spent on eligible purchases made with your Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> credit card for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, American Airlines Vacation<sup>SM</sup> packages, purchases of American Airlines AAdvantage<sup>SM</sup> miles, duty-free purchases and AA Cargo<sup>SM</sup> products and services. AAdvantage<sup>SM</sup> bonus miles will be posted to your AAdvantage<sup>SM</sup> account 8-10 weeks after a qualifying purchase.

**7 NO MILEAGE CAP:**

There is no maximum number of American Airlines AAdvantage<sup>SM</sup> miles that you can accumulate on your Citi Executive<sup>SM</sup> / AAdvantage<sup>SM</sup> World Elite<sup>TM</sup> MasterCard<sup>®</sup> credit card. AAdvantage<sup>SM</sup> miles are earned on purchases, except returned goods and services, cash advances, convenience checks, transferred balances, credits, fees and interest charges.

**8 FOR THE CITI EXECUTIVE<sup>SM</sup> / AADVANTAGES<sup>SM</sup> WORLD ELITE<sup>TM</sup> MASTERCARD<sup>®</sup>:**

The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 25.24%. The variable Penalty APR is up to 29.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee is \$450. Also, other fees will be assessed. Minimum interest charge - \$0.50. Foreign purchase transaction fee - None. Cash advance fee - either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - either \$5 or 3% of the amount of each transfer, whichever is greater.

The Citi<sup>®</sup> / AAdvantage<sup>®</sup> card is offered in many countries. This offer is valid only for US residents. If you are not a US resident, visit [www.aa.com/creditcards](http://www.aa.com/creditcards) for information on how to apply for the card where you live.

American Airlines reserves the right to change AAdvantage<sup>SM</sup> program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage<sup>SM</sup> program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage<sup>SM</sup> travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage<sup>SM</sup> miles earned through this promotion/offer do not count towards elite status qualification Million Miler<sup>SM</sup> status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage<sup>SM</sup> program, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

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**buy&amiles**  
Get up to  
a 25% discount



Earn 30,000 Bonus Miles ★ First Checked Bag Free ★ And More!  
**THE NEW CITI<sup>SM</sup> PLATINUM SELECT<sup>SM</sup> / AADVANTAGE<sup>SM</sup> CARD**

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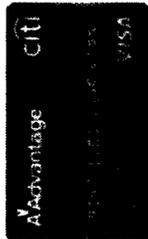
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Introducing the NEW Citi® Platinum Select® / AAAdvantage® Visa Signature® card!\*

LOVE THE JOURNEY



Apply Now



Choose a card



Citi® Platinum Select® / AAAdvantage® Visa Signature® Credit Card



CitiExecutive<sup>SM</sup> / AAAdvantage® Card



CitiBusiness® / AAAdvantage® World MasterCard®

First Checked Bag Free<sup>1</sup>, 30,000 AAAdvantage® Bonus Miles<sup>2</sup>, And More!

Travel is easier and more enjoyable when you have less to do and more to gain. The NEW Citi® Platinum Select® / AAAdvantage® Visa Signature® card can help you get the most out of your travel experiences.

Apply now, get the card and earn 30,000 American Airlines AAAdvantage® bonus miles after you make \$1,000 in purchases within the first 3 months of cardmembership<sup>1</sup> - that's enough for a domestic round-trip MileSAaver® award (fees of up to \$10 apply)<sup>3!</sup>

Love the journey with great travel benefits such as:

- Your first checked bag is free for you and up to 4 traveling companions<sup>2</sup>
- Priority Boarding<sup>4</sup>
- 25% savings on eligible in-flight purchases<sup>5</sup>

<http://www.aa.com/i18n/AAAdvantage/earnMiles/beyondTravel/creditDebit/citiCards.jsp>

- \$100 American Airlines flight discount every cardmembership year<sup>6</sup>
- Earn 10% of your redeemed AAdvantage<sup>®</sup> miles back<sup>7</sup>
- Double AAdvantage<sup>®</sup> miles on eligible American Airlines purchases<sup>3</sup>

What's more, the annual card fee of \$95 is waived for the first year<sup>11</sup> - start planning your next journey today!

**Apply Now**

## During Your Journey

### Your first checked bag is free<sup>2</sup>

Become a cardmember and your first eligible checked bag is free for you and up to four traveling companions. You'll save money on every trip!

### Priority Boarding<sup>4</sup>

Enjoy an enhanced boarding experience, and use the extra time to prepare for your flight.

### 25% savings on eligible in-flight purchases<sup>5</sup>

Receive a 25% savings on in-flight food and beverage purchases when you use your Citi<sup>®</sup> / AAdvantage<sup>®</sup> card.

## Get Rewarded

## Earn More Miles

## Footnotes:

<sup>\*</sup>This Citi<sup>®</sup> / AAdvantage<sup>®</sup> card offer is only valid for new Citi<sup>®</sup> / AAdvantage<sup>®</sup> accounts applied for pursuant to this offer and excludes any other Citi<sup>®</sup> / AAdvantage<sup>®</sup> credit cards offered.

### <sup>1</sup> Bonus Miles

American Airlines AAdvantage<sup>®</sup> miles will appear as a bonus in your AAdvantage<sup>®</sup> account 8-10 weeks after you have met the purchase requirements.

### <sup>2</sup> First checked bag free

For benefit to apply, at the time of booking, Citi<sup>®</sup> / AAdvantage<sup>®</sup> account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage<sup>®</sup> number. This benefit is valid for travel booked and ticketed on or after April 2, 2012. If your credit card account is closed for any reason, this benefit will be cancelled. Eligible Citi<sup>®</sup> / AAdvantage<sup>®</sup> cardmembers may check one bag free of charge when traveling on American Airlines, American Eagle or the AmericanConnection<sup>®</sup> carrier to select domestic destinations. Up to four customers traveling with the eligible primary credit cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage<sup>®</sup> elite program benefits, including any waiver of baggage charges. Please see AA.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

### <sup>3</sup> Award Redemption

A total of 25,000 American Airlines AAdvantage<sup>®</sup> miles may be redeemed for round-trip coach class Continental U.S. / Canada MileSAver<sup>SM</sup> awards (fees of up to \$10 apply). For more information on AAdvantage<sup>®</sup> award redemption please see Redeem Miles at [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

<http://www.aa.com/i18n/AAdvantage/earnMiles/beyondTravel/creditDebit/citiCards.jsp>

**4 Priority Boarding**

For benefit to apply, at the time of booking, Citi® / AAdvantage® account must have been open at least 7 days and reservation must include the primary cardmember's American Airlines AAdvantage® number. If your credit card account is closed for any reason, these benefits will be cancelled. This benefit is valid for travel booked and ticketed on or after April 2, 2012. Eligible Citi® / AAdvantage® cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnection® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible Citi® / AAdvantage® primary credit cardmember. Up to four customers traveling with and listed in the same reservation as the Citi® / AAdvantage® primary credit cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an AA flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.

**5 25% savings on eligible in-flight purchases**

Citi® / AAdvantage cardmembers will receive a 25% savings on in-flight purchases of food, beverages, and headsets on flights operated by American Airlines when purchased with their Citi® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, SkyMail™ and DutyFree. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.

**6 \$100 American Airlines Flight Discount Every Year**

Earn a \$100 American Airlines Flight Discount when you spend \$30,000 or more in purchases on your Citi® / AAdvantage® credit card during your cardmembership year (each 12 month period prior to your anniversary date) and your account remains open for at least 45 days after your anniversary. The Flight Discount expires one year from date of issue. The Flight Discount is redeemable toward the initial electronic ticket purchase of air travel wholly on flights operated by American Airlines, American Eagle or the AmericanConnection® carrier for itineraries sold and originating in the U.S., Puerto Rico and U.S. Virgin Islands. The Flight Discount is also redeemable for air travel on any oneworld® partner or American Airlines codeshare flight. The Flight Discount is redeemable online at [www.aa.com](http://www.aa.com). The Flight Discount is redeemable only toward the purchase of the base air fare and directly associated taxes, fees and charges that are collected as part of the fare calculation for travel on American Airlines, American Eagle or the AmericanConnection® carrier. The Flight Discount may not be used for flight products and/or services that are sold separately or non-flight products and/or services sold by American Airlines. If the ticket price is greater than the value of the Flight Discount, the difference must be paid only with a credit, debit or charge card, or with American Airlines Gift Cards. If travel booked with the Flight Discount is cancelled or changed by the cardmember, the Flight Discount will be forfeited and the cardmember will be responsible for any applicable fare difference and the applicable change fee. The Flight Discount will not be replaced for any reason. The Flight Discount is non-refundable, may not be sold and has no cash redemption value. If the \$30,000 purchase requirement was met during your cardmembership year and your account remains open for at least 45 days after your anniversary, please allow 8-12 weeks for the Flight Discount delivery.

**7 Earn 10% Back on Redeemed American Airlines AAdvantage® Miles**

For benefit to apply, your Citi® / AAdvantage® account must be open and active at the time of redemption. The American Airlines AAdvantage® bonus miles you earn through this benefit will be based on 10% of the total AAdvantage® miles you redeem each month during the calendar year. The maximum number of AAdvantage® bonus miles you can earn annually from this benefit is 10,000 AAdvantage® bonus miles per calendar year, regardless of how many AAdvantage® miles you redeem in that calendar year. This benefit only applies to AAdvantage® miles redeemed from the primary cardmember's AAdvantage® account. Discover all the ways to redeem AAdvantage® miles at [www.aa.com/redeem](http://www.aa.com/redeem). Please allow 6-8 weeks after your redemption for the American Airlines AAdvantage® bonus miles to post to the primary cardmember's AAdvantage® account.

**8 Double AA Advantage® miles on eligible American Airlines purchases**

You will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases made with your Citi® / AAdvantage® card for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, American Airlines Vacation<sup>SM</sup> packages, purchases of American Airlines AAdvantage® miles, duty free purchases and AA Cargo<sup>SM</sup> products and services. AAdvantage® bonus miles will be posted to your AAdvantage® account 8-10 weeks after a qualifying purchase.

**9 No Mileage Cap**

AAdvantage® miles are only earned on eligible purchases.

**10 Mileage Expiration**

Provided that once every 18 months you (i) redeem American Airlines AAdvantage® miles or (ii) earn them on American Airlines, American Eagle or the AmericanConnection® carrier, or (iii) earn American Airlines AAdvantage® miles with an American Airlines AAdvantage® participant. For complete details, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

**11 For the Citi® Platinum Select® / AAdvantage® Visa Signature® card:**

The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 25.24%. The variable Penalty APR is up to 29.99% and may be applied if you make a late payment or make a payment that is returned. The annual fee for this card is \$95. However, this fee is waived for the first 12 months. Also, other fees will be assessed. Minimum interest charge - \$0.50. Fee for foreign purchases - 3% of each purchase transaction in U.S. dollars. Cash advance fee - Either \$10 or 5% of the amount of each cash advance, whichever is greater. Balance transfer fee - Either \$5 or 3% of the amount of each transfer, whichever is greater.

The Citi® AAdvantage® card is offered in many countries. This offer is valid only for US residents. If you are not a US resident, visit [www.aa.com/creditcards](http://www.aa.com/creditcards) for information on how to apply for the card where you live.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite status qualification or Million Miler® status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

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**buyAAmiles**  
Get up to a 25% discount



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Apply Now

First Checked Bag Free<sup>1</sup>, 30,000 AAdvantage<sup>®</sup> Bonus Miles<sup>2</sup>, And More!

You already know how great it is to earn American Airlines AAdvantage<sup>®</sup> miles just for flying. But now is the best time to start earning AAdvantage<sup>®</sup> miles on business purchases, too. Supplies, equipment, business lunches - any eligible purchase you make gets you closer to your next trip.

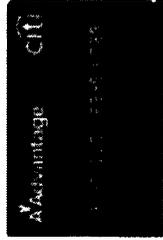
Apply now, get the card and earn 30,000 AAdvantage<sup>®</sup> bonus miles after \$1,000 in purchases within first 3 months of cardmembership<sup>2</sup> - that's enough for a domestic round-trip MileSAAver<sup>®</sup> award (fees of up to \$10 apply)<sup>3</sup>

As a cardmember, you'll enjoy exclusive benefits throughout your journey:

- First checked bag free<sup>1</sup>
- Priority Boarding<sup>4</sup>
- Double AAdvantage<sup>®</sup> miles on eligible American Airlines purchases<sup>5</sup> and on purchases in select business categories<sup>6</sup>

<http://www.aa.com/i18n/AAAdvantage/earnMiles/beyondTravel/creditDebit/citiCards.jsp>

Choose a card



Citi<sup>®</sup> Platinum Select<sup>®</sup> / AAdvantage<sup>®</sup> Visa Signature<sup>®</sup> Credit Card



CitiExecutive<sup>SM</sup> / AAdvantage<sup>®</sup> Card



CitiBusiness<sup>®</sup> / AAdvantage<sup>®</sup> World MasterCard<sup>®</sup>

- Earn a 5% AAdvantage® mileage bonus with renewal of annual cardmemberships<sup>7</sup>
- 25% savings on eligible in-flight purchases<sup>6</sup>

What's more, the annual fee of \$95 is waived for the first year<sup>9</sup>!

So what are you waiting for - jumpstart your journey today!

**Apply Now**

## During Your Journey

### Your first checked bag is free<sup>1</sup>

Become a cardmember and your first eligible checked bag is free for you and up to four traveling companions. You'll save money on every trip!

### Priority Boarding<sup>4</sup>

Enjoy an enhanced boarding experience, and use the extra time to prepare for your flight.

### 25% savings on eligible in-flight purchases<sup>8</sup>

Receive a 25% savings on in-flight food and beverage purchases when you use your CitiBusiness® / AAdvantage® card.

## Earn More Miles

### Double AAdvantage® miles on eligible American Airlines purchases<sup>5</sup> and purchases in select business categories<sup>6</sup>

You'll earn 2 AAdvantage® miles for every \$1 you spend on eligible American Airlines purchases<sup>5</sup> and on purchases at certain office supply, telecommunications, and rental car merchants.<sup>6</sup> Earn 1 AAdvantage® miles for every \$1 spent on other purchases.<sup>11</sup>

### Earn a 5% AAdvantage® mileage bonus<sup>7</sup>

Renew your annual cardmemberships and earn a 5% AAdvantage® mileage bonus based upon eligible purchases made during the cardmemberships year.

### No annual mileage cap<sup>11</sup>

With no cap on the AAdvantage® miles you can accumulate, there's no stopping what your everyday purchasing power can do.

### Earn AAdvantage® miles from purchases made on employee accounts<sup>12</sup>

#### AAdvantage® miles may never expire<sup>13</sup>

You can prevent your AAdvantage® miles from expiring by using the CitiBusiness® / AAdvantage® World MasterCard®. Purchases made with your CitiBusiness® / AAdvantage® World MasterCard® count as transactions that keep your AAdvantage® miles active.

### Get Rewarded

#### Earn an American Airlines Companion Certificate each year of cardmembership<sup>10</sup>

Earn an American Airlines Companion Certificate each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership.

Redeeming the certificate for round-trip companion travel costs \$120.60 to \$142.20 (\$99 ticketing fee plus \$21.60 to \$43.20 in government taxes based on itinerary).

### Tools To Help Your Business

- The right credit line for your business to provide improved cash flow
- The ability to set an individual credit limit for each employee card
- Access to a CitiBusiness 24-hour Personal Business Assistant to help with travel, hotel and dining arrangements and more
- Immediate access to Small Business customer service representatives
- Retail Purchase Protection for most items you purchase with your CitiBusiness® / AAdvantage® World MasterCard®<sup>14</sup>
- Access online Quarterly and Annual Account Summaries to track expenses by category and by employee

### Footnotes:

- 1. First Checked Bag Free**  
This benefit applies to the primary cardmember of the CitiBusiness® / AAdvantage® World MasterCard® account. The primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). For the benefit to apply, at the time of booking, the CitiBusiness® / AAdvantage® World MasterCard® account must have been open at least 7 days and the reservation must include the primary cardmember's American Airlines AAdvantage® number. This benefit is valid for travel booked and ticketed on or after May 14, 2012. If the credit card account is closed for any reason, this benefit will be cancelled. Eligible primary cardmembers may check one bag free of charge, when traveling on American Airlines, American Eagle or the AmericanConnection® carrier to domestic destinations. Up to four individuals traveling with the eligible primary cardmember will also get their first checked bag free of charge if they are listed in the same reservation. Waiver does not apply to overweight or oversized bags. This benefit cannot be combined with any existing AAdvantage® elite program benefits, including any waiver of baggage charges. Please see AA.com for baggage weight and size restrictions. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.
- 2. Bonus Miles**  
This CitiBusiness® / AAdvantage® card one-time bonus miles offer is valid only for first-time CitiBusiness® / AAdvantage® cardmembers. Any applicable American Airlines AAdvantage® bonus miles will appear in your AAdvantage® account 8-10 weeks after you have met the purchase requirements.
- 3. Award Redemption**  
A total of 25,000 American Airlines AAdvantage® miles may be redeemed for round-trip coach class Continental U.S. / Canada MileSAverSM awards (fees of up to \$10 apply). For more information on AAdvantage® award redemption please see Redeem Miles at [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

<http://www.aa.com/i18n/AAdvantage/earnMiles/beyondTravel/creditDebit/citiCards.jsp>

- 4. Priority Boarding**  
This benefit applies to the primary cardmember of the CitiBusiness® / AAdvantage® World MasterCard® account. The primary cardmember is defined as the Authorized Officer/Responsible Officer of the Business (as described in the account opening materials and in the Card Agreement). For the benefit to apply, at the time of booking, the CitiBusiness® / AAdvantage® World MasterCard® account must have been open at least 7 days and the reservation must include the primary cardmember's American Airlines AAdvantage® number. If the credit card account is closed for any reason, these benefits will be cancelled. This benefit is valid for travel booked and ticketed on or after May 14, 2012. Eligible primary cardmembers will have priority boarding privileges when traveling on American Airlines, American Eagle or the AmericanConnection® carrier operated and marketed flights. Priority boarding group will only be printed on the boarding pass of the eligible primary cardmember. Up to four individuals traveling with and listed in the same reservation as the primary cardmember are eligible for priority boarding. These benefits will not be available for travel on codeshare flights booked with an American Airlines flight number but operated by another airline. Applicable terms and conditions are subject to change without notice.
- 5. Double miles on American Airlines purchases**  
The primary cardmember will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases made with the CitiBusiness® / AAdvantage® World MasterCard® for items billed by American Airlines as merchant of record. Products or services that do not qualify are car rentals, hotel reservations, American Airlines VacationSM packages, purchases of American Airlines AAdvantage® miles, duty free purchases and AA CargoSM products and services. AAdvantage® bonus miles will be posted to the primary cardmember's AAdvantage® account 8-10 weeks after a qualifying purchase.
- 6. Double miles on purchases in select business categories**  
The primary cardmember will earn two American Airlines AAdvantage® miles per \$1 spent on eligible purchases with the CitiBusiness® / AAdvantage® World MasterCard® at certain office supply merchants, telecommunications merchants, and car rental merchants. This benefit is effective May 5, 2012 for existing CitiBusiness®/AAdvantage® World MasterCard® cardmembers. Office supply merchants are defined as stand-alone merchants that primarily sell stationery and office supplies for business consumption. Telecommunications merchants are defined as merchants that sell telecommunications equipment such as telephones, fax machines, pagers, and cellular phones, along with providers of telecommunications services including local and long-distance telephone calls and fax services. Car rental merchants are defined as providers of short-term or long-term rentals of cars, trucks, or vans. This does not include merchants that rent motor homes or other recreational vehicles. Purchases made through travel agencies, tour operators and online third party travel sites are not eligible. AAdvantage® bonus miles will be posted to the primary cardmember's AAdvantage® account 8-10 weeks after a qualifying purchase.
- 7. 5% Annual American Airlines AAdvantage® Mileage Bonus**  
The primary cardmember will earn an annual 5% American Airlines AAdvantage® mileage bonus on eligible purchases provided that the following conditions are met: (1) the primary cardmember renews the annual cardmembership, and (2) the account remains open for at least 45 days after cardmembership renewal. Eligible purchases exclude balance transfers, fees, cash advances, items returned for credit and finance charges. The 5% AAdvantage® mileage bonus will be calculated as a percentage of the eligible purchases made on the CitiBusiness® / AAdvantage® World MasterCard® and will post to the primary cardmember's AAdvantage® account 6-8 weeks after the above requirements are met.
- 8. 25% savings for in-flight purchases**  
CitiBusiness® / AAdvantage® cardmembers will receive a 25% savings on in-flight purchases of food, beverages, and headsets on flights operated by American Airlines when purchased with their CitiBusiness® / AAdvantage® card. Savings do not apply to any other in-flight purchases, such as wireless internet access, SkyMail™ and DutyFree. Offer is available on eligible flights as long as supplies last. Savings will appear as a statement credit 6-8 weeks after the transaction is posted to the cardmember's credit card account. Additional terms, conditions and restrictions may apply. Applicable terms and conditions are subject to change without notice.
- 9. For the CitiBusiness® / AAdvantage® World MasterCard®**  
The standard variable APR for purchases - 15.24%; standard variable APR for cash advances - 21.99%. However, if you default under any Card Agreement, Citi® may increase the rate on balances (including promotional balances) to a variable default rate of 29.99%. The annual fee is \$95. However, this fee is waived for the first 12 months. Minimum finance charge - \$0.50. Fee for foreign purchases - 3% of the U.S. dollar amount of each purchase made outside the U.S. whether made in U.S. dollars or in a foreign currency. Cash advance fee - 3% of cash advance amount, minimum \$5. Balance transfer fee - 3% of balance transfer amount, minimum \$5.
- 10. American Airlines \$99 Companion Certificate**  
The primary cardmember will earn a \$99 domestic economy fare American Airlines Companion Certificate provided that: (1) \$30,000 or more in eligible purchases are made with the CitiBusiness® / AAdvantage® World MasterCard® during the cardmembership year (each 12 month period prior to the account anniversary date) and (2) the account remains open for at least 45 days after the anniversary date. After these conditions are met, please allow 8-10 weeks for delivery of the Companion Certificate. When used according to its terms, the primary cardmember will pay a \$99 companion ticket fee plus \$21.60 to \$43.20 in government taxes and fees, depending on itinerary, for one round trip qualifying domestic economy fare ticket for a companion when an individual round trip qualifying domestic economy fare ticket is purchased and redeemed through American Airlines Meeting Services. Travel must be booked and purchased in select economy inventory. The certificate will be valid one year from issue. Valid for travel on flights within the 48 contiguous United States on American Airlines, American Eagle and the AmericanConnection® carrier. For residents of Alaska and Hawaii, the companion certificate is valid for round-trip travel originating in either of those two states and continuing to the 48 contiguous United States. Applicable terms and conditions are subject to change without notice. Details, terms and conditions, certain restrictions, and restricted dates apply and will be disclosed on the certificate.
- 11. No mileage Cap**  
AAdvantage® miles are only earned on eligible purchases.
- 12. Earn AAdvantage® miles from employee cards**  
American Airlines AAdvantage® miles earned on employee business card accounts will be allocated to the American Airlines AAdvantage® account of the individual who authorized and is responsible for the underlying CitiBusiness® / AAdvantage® card account.
- 13. Mileage Expiration**  
Provided that once every 18 months you (i) redeem American Airlines AAdvantage® miles or (ii) earn them on American Airlines, American Eagle or the AmericanConnection® carrier, or (iii) earn American Airlines AAdvantage® miles with an American Airlines AAdvantage® participant. For complete details, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage).

14. **Retail Purchase Protection**  
 Purchase Assurance® coverage (Coverage is limited to \$10,000 per incident and \$50,000 per cardmember account per year) is secondary coverage and is underwritten by Virginia Surety Company, Inc. Certain conditions, restrictions and exclusions apply. Complete program details will be provided upon cardmembership.

American Eagle service is operated by American Eagle Airlines, Inc., or Executive Airlines, Inc., which are wholly owned by the parent company of American Airlines. AmericanConnection® service is operated by Chautauqua Airlines, Inc., which is an independent contractor.

The Citi® / AAdvantage® card is offered in many countries. This offer is valid only for US residents. If you are not a US resident, visit [www.aa.com/creditcards](http://www.aa.com/creditcards) for information on how to apply for the card where you live.

American Airlines reserves the right to change AAdvantage® program rules, regulations, travel awards and special offers at any time without notice and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the mileage awards or credits that you have accumulated. Members may not be able to obtain all offered awards at all times or use awards for all destinations or on all flights. AAdvantage® travel awards, mileage accrual and special offers are subject to government regulations. Unless specified, AAdvantage® miles earned through this promotion/offer do not count toward elite-status qualification or Million Miler/SM status. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aadvantage](http://www.aa.com/aadvantage).

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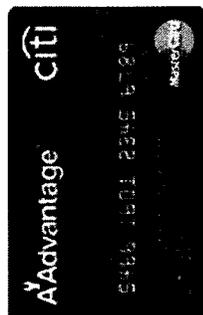
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### Citi® Platinum Select® / AAdvantage® World MasterCard®



Love the journey with great travel benefits such as:

- 30,000 American Airlines AAdvantage® bonus miles after making \$1,000 in purchases in the first 3 months of cardmembership<sup>2</sup> - more than enough for a domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)

Your first checked bag is free<sup>2</sup>

Priority Boarding<sup>2</sup> and 25% savings on eligible in-flight purchases<sup>2</sup>

\$100 American Airlines Flight Discount every cardmembership year<sup>2</sup>

Double AAdvantage® miles on eligible American Airlines purchases<sup>2</sup>

Earn 10% of your redeemed AAdvantage® miles back<sup>2</sup>

No mileage cap<sup>2</sup> and your miles may never expire<sup>2</sup>

Google Wallet

Google Wallet and your Citi MasterCard will transform the way you tap and pay. Citi MasterCard - the first credit card to work in the new app created by Google. Google Wallet.

Apply Now

<sup>1</sup>Terms & Conditions  
<sup>2</sup>Award Program Information  
 Additional Information

#### REWARDS

Earn 30,000 American Airlines AAdvantage® bonus miles after making \$1,000 in purchases in the first 3 months of cardmembership<sup>2</sup> - more than enough for a

#### INCLUDED SERVICES

Double AAdvantage® miles on American Airlines purchases - Earn 2 American Airlines AAdvantage® miles for every \$1 you spend on eligible

#### OPTIONAL SERVICES

<https://creditcards.citi.com/credit-cards/citi-platinum-select-aadvantage-world-mastercard/>

domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)

Your first eligible checked bag is free for you and up to four traveling companions<sup>2</sup>

**Priority Boarding** - Enjoy an enhanced boarding experience, and use the extra time to prepare for your flight<sup>2</sup>

**Earn a \$100 American Airlines Flight Discount** each year of cardmembership in which you spend \$30,000 or more in purchases and renew your cardmembership<sup>2</sup>

**Earn 10% of your redeemed AAdvantage® miles back** - up to 10,000 AAdvantage® miles each calendar year<sup>2</sup>

**Receive a 25% savings on eligible in-flight purchases<sup>2</sup>**

American Airlines purchases<sup>2</sup> and 1 AAdvantage® mile for every \$1 spent on other purchases<sup>2</sup>

Relax with AAdvantage® miles that may never expire<sup>2</sup> and with no mileage cap<sup>2</sup>

No blackout dates on award travel on American Airlines, American Eagle, and the AmericanConnection® carrier<sup>2</sup>

**No Preset Spending Limit<sup>2</sup>**  
There's no need to worry about hitting your spending limit, as long as you pay in full each month the amount that exceeds your revolving credit limit

Fly using 7,500 fewer AAdvantage® miles with Reduced Mileage Awards<sup>2</sup>



Google Wallet and your Citi MasterCard will transform the way you tap and pay. Citi MasterCard - the first credit card to work in the new app created by Google: Google Wallet

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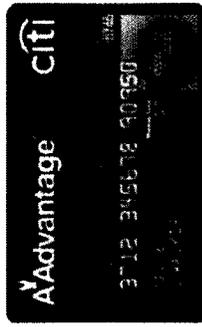
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### Citi® / AAdvantage® American Express® card

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Earn 25,000 American Airlines AAdvantage® bonus miles after making \$750 in purchases in the first 4 months of cardmembership<sup>2</sup> - enough for a domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)

Earn 1 AAdvantage® mile for every \$1 spent on purchases<sup>2</sup>

Apply Now

<sup>1</sup>Terms & Conditions  
<sup>2</sup>Award Program Information  
<sup>3</sup>Additional Information

#### CARD AT-A-GLANCE:

Annual Fee: \$60.00 (Fee waived for first 12 months)<sup>1</sup>

Purchase APR: 15.24% Variable<sup>1</sup>

Balance Transfer APR: N/A

#### REWARDS

Earn 25,000 American Airlines AAdvantage® bonus miles after making \$750 in purchases in the first 4 months of cardmembership<sup>2</sup> - enough for a domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)

Redeem your AAdvantage® miles for award travel

#### INCLUDED SERVICES

Relax with AAdvantage® miles that may never expire<sup>2</sup>

No blackout dates on award travel on American Airlines, American Eagle and the AmericanConnection® carrier<sup>2</sup>

#### OPTIONAL SERVICES

on American Airlines, American Eagle and the AmericanConnection® carrier for as little as 25,000 AAdvantage® miles?

Save 5,000 AAdvantage® miles - Use Reduced Mileage Awards and travel for fewer miles?

No Preset Spending Limit?  
There's no need to worry about hitting your spending limit, as long as you pay in full each month the amount that exceeds your revolving credit limit.

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### Citi ExecutiveSM / AAdvantage® World Elite™ MasterCard®



**Admirals Club® membership privileges** with unlimited access for you and your immediate family<sup>2</sup>

**10,000 Elite Qualifying Miles** from American Airlines after \$40,000 in purchases each calendar year<sup>2</sup>

**25,000 American Airlines AAdvantage® bonus miles** after \$1,000 in purchases within the first 4 months of cardmemberships.

Priority check-in, airport screening, boarding privileges<sup>2</sup> and Waived Domestic Baggage Charge for the 1st eligible checked bag<sup>2</sup>

Earn 2 AAdvantage® miles per \$1 spent on eligible American Airlines purchases<sup>2</sup> and 1 AAdvantage® mile per \$1 spent on other purchases<sup>2</sup>

Enjoy global acceptance and enhanced security abroad



<sup>1</sup>Terms & Conditions  
<sup>2</sup>Award Program Information  
<sup>3</sup>Additional Information

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#### REWARDS

Admirals Club® membership privileges with unlimited access for you and your immediate family (or up to two traveling guests that accompany you) to over 40 Admirals Club® worldwide locations:

Each calendar year, when you reach \$40,000 in spending on purchases, you will earn 10,000

#### INCLUDED SERVICES

Earn 2 AAdvantage® miles for every \$1 spent on eligible American Airlines purchases<sup>2</sup> and 1 AAdvantage® mile for every \$1 spent on other purchases<sup>2</sup>

Waived Domestic Baggage Charge on 1st Eligible Checked Bag<sup>2</sup>

#### OPTIONAL SERVICES

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<b>AAAdvantage® Elite Qualifying Miles</b> from American Airlines <sup>2</sup>	<b>Expert Concierge Service</b> to help with all your plans
<b>Earn 26,000</b> American Airlines AAdvantage® bonus miles after you make \$1,000 in purchases within the first 4 months of cardmembership <sup>2</sup>	<b>No Mileage Cap<sup>2</sup></b>
<b>No Foreign Transaction fees</b> on purchases <sup>1</sup>	
<b>Priority check-in, airport screening and boarding privileges<sup>2</sup></b>	

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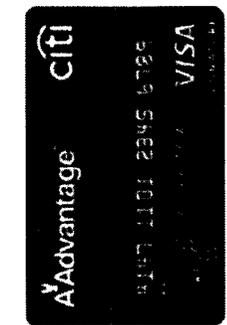
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### Citi® Gold / AAdvantage® Visa Signature® card



**Earn 25,000 American Airlines AAdvantage® bonus miles** after making \$750 in purchases in the first 4 months of cardmembership<sup>2</sup> - enough for a domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)

**1 AAdvantage® mile for every \$1 spent on purchases<sup>2</sup>**

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<sup>1</sup>Terms & Conditions  
<sup>2</sup>Award Program Information  
Additional Information

#### CARD AT-A-GLANCE:

**Annual Fee:** \$50.00 (Fee waived for the first 12 months)<sup>1</sup>

**Purchase APR:** 15.24% Variable<sup>1</sup>

**Balance Transfer APR:** N/A

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REWARDS	INCLUDED SERVICES	OPTIONAL SERVICES
<p>Earn 25,000 American Airlines AAdvantage® bonus miles after making \$750 in purchases in the first 4 months of cardmembership<sup>2</sup> - enough for a domestic round trip flight award<sup>2</sup> (taxes and fees of up to \$10 apply)</p> <p>Redeem your AAdvantage® miles for a domestic</p>	<p>Relax with AAdvantage® miles that may never expire<sup>2</sup></p> <p>No blackout dates on award travel on American Airlines, American Eagle, and the AmericanConnection® carrier<sup>2</sup></p>	

round-trip flight award on American Airlines, American Eagle, and the AmericanConnection® carrier for as little as 25,000 AAdvantage® miles.\*

**No Preset Spending Limit?**  
There's no need to worry about hitting your spending limit, as long as you pay in full each month the amount that exceeds your revolving credit limit.

Save 5,000 AAdvantage® miles - Use Reduced Mileage Awards and travel for fewer miles.\*



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**American Airlines AAdvantage® Award Program**



Travel where you want, and get there faster, with American Airlines AAdvantage® miles. Earn AAdvantage® miles on purchases for award travel on American Airlines or over 20 airlines. Over 24 hotel chains worldwide and major car rental companies with the AAdvantage® Miles & More program. A total of 25,000 American Airlines AAdvantage® miles is needed for round trip coach class tickets to the U.S.

**CARDMEMBER OFFERS**

**Citi® AAdvantage® Cardmember Offers**  
 More American Airlines AAdvantage® miles are in the bag when you shop with your Citi® AAdvantage® card. Plus, you can earn AAdvantage® miles faster when you add an authorized user to your card or set up recurring bill payments. With so many ways to earn AAdvantage® miles, you're sure to get to your next trip sooner.

**REDUCE MAJOR AMOUNTS**

**Add an authorized user and get help earning AAdvantage® miles**  
 More users mean more AAdvantage® miles for you, and all your purchases are easily organized on one statement. To add an authorized user:

- Log on to [new.citibank.com](#) and proceed to [Cit Account Online](#)
- Click on the [Manage My Account](#) bar on the top of the Page
- Highlight [Maintenance Requests](#), and then click on [Add Authorized User](#)

**MilesBUILDER™ Helps you build AAdvantage® miles fast and get to your next trip sooner**  
 MilesBUILDER™ is an exciting new way to earn AAdvantage® miles that can get to your next trip sooner.

**Earn AAdvantage® miles by setting up recurring bill payments**  
 Although you'll make your monthly bill payments and still earn the AAdvantage® miles and up without ever leaving home, about a late bill payment will stop all your AAdvantage® miles until you request a timely payment.

To get more information on recurring bill payments and Recurring Bill Payment

NNNN-NNNN-NNNN-NNY  
254526770054-490001



How To Reach Us  
1-888-766-CITI(2484)

Customer Service  
BOX 5062  
SIOUX FALLS, SD  
57117

www.citicards.com

Account Member

Member Since 1994

Account Number  
5466 1602 4754 8215

**Citi® Platinum Select® /AAdvantage® Account**

Account Activity  
Feb 19-Mar 18, 2011

Minimum Payment Due: **New Balance:**  
**\$20.00** **\$448.54**

Payment Due Date: **04/16/2011**  
Payment must be received by 5:00 PM local time on the payment due date.

**Late Payment Warning:** If we do not receive your minimum payment by the due date, we may increase your APR to the variable penalty APR of 29.99%.

For information about credit counseling services, call 1-877-337-8187.

**Summary of Account Activity**

Previous Balance	\$482.84
Payments	-\$482.84
Other Credits	\$0.00
Purchases	+\$48.54
Cash Advances	+\$0.00
Fees Charged	+\$0.00
Interest Charged	+\$0.00
New Balance	\$48.54
Past Due Amount	\$0.00
Amt. Over Rev. Cr. Lt.	\$0.00
Revolving Credit Limit	\$21,300
Avail. Revolving Credit	\$20,851
Cash Advance Limit	\$17,500
Available Cash Limit	\$17,500
Statement Closing Date	03/18/2011
Days in Billing Cycle	28

www.a.a.com

**American Airlines AAdvantage® Miles**

AAdvantage® Miles Reported To American Airlines: **539**

See The American Airlines AAdvantage® Miles Update Section in This Statement

We have lowered your APR for Standard Purchases. Your new APR effective 03/19/2011 is:

APR for Standard Purchases: 16.990% variable

Variable APRs will vary with the market based on the U.S. Prime Rate.

Payments, Credits and Adjustments	
Post	Description
03/02	PAYMENT THANK YOU
	Amount
	-482.84

Standard Purchases	
Post	Description
03/03	
03/03	
03/04	
03/06	
03/08	
03/08	
03/11	
03/11	
03/15	
	Amount
	23.60
	24.64
	28.61
	23.63
	22.67
	120.00
	34.16
	107.78
	6.45
	57.00

**Your card comes with built-in benefits which provide you extra value and security:**

- **Citi Identity Theft Solutions:** If you suspect identity theft, Citi is there to help you reclaim your identity and reestablish your credit - even if it's not your Citi account that was affected.
- **SO Liability for Unauthorized Charges:** With Citi's \$0 liability policy, you won't pay for any unauthorized charges on your account.
- **Car Rental Insurance:** You're automatically covered when you reserve and rent a covered vehicle with your Citi Card, so you can save money by declining the car rental company's collision, loss/damage waiver.



©2010 Citicard, N.A. Citi and Citi are registered service marks of Citigroup Inc. US4009-0

1 of 6

date paid ..... amount paid ..... check # ..... Detach and follow payment instructions on reverse

www.citicards.com

Make check payable to: **Citi Cards**

New Balance:	\$448.54	Print changes of address, phone number or email below.	5466 1602 4754 8215
Minimum Payment Due:	\$20.00		Amount Enclosed:
Payment Due Date:	04/16/2011		\$
		If you live at an e-mail address, you may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.	Payment must be received by 5:00 PM local time on the payment due date.

032325S PW 00 11



CITI CARDS  
P.O. BOX 182564  
COLUMBUS, OH 43218-2564

Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 12

OPP005244



**It's not just  
a check.  
It's whatever you  
want it to be.**

**3 ways to save with the enclosed checks.  
You get the great rate with this offer  
no matter how you use these checks.**

APPLY OFFER THROUGH 12/31/2011. SEE TERMS.

Transfer credit card bills and loans and save on interest. Plus simplify your life with one low monthly payment.

APPLY OFFER THROUGH 12/31/2011. SEE TERMS.

Write yourself a check and deposit it into your checking account. Then use the money to pay for everything from car repairs and medical expenses to household bills.

APPLY OFFER THROUGH 12/31/2011. SEE TERMS.

Instead of applying for an expensive personal loan, just write a check for cash.

APPLY OFFER THROUGH 12/31/2011. SEE TERMS.



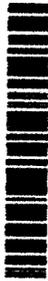
©2011 Citibank (South Dakota), N.A.  
Citi and Citi with Arc Design are registered service marks of Citigroup, Inc.

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256628770064490002

Citi® Platinum Select® / AAdvantage® Account

Account Number  
\*\*\*\* \* 8215

How To Reach Us  
1-888-766-CITI(2484)  
Customer Service  
BOX 6062  
SIOUX FALLS, SD 57117  
Access your account online: [www.citicards.com](http://www.citicards.com)



Post	Description	Amount												
<b>FEES</b>														
	TOTAL FEES FOR THIS PERIOD	0.00												
<b>Interest Charges</b>														
	TOTAL INTEREST FOR THIS PERIOD	0.00												
<table border="1"> <thead> <tr> <th>Post</th> <th>Description</th> <th>Amount</th> </tr> </thead> <tbody> <tr> <td></td> <td>2011 Totals Year-to-Date</td> <td>\$65.00</td> </tr> <tr> <td></td> <td>Total fees charged in 2011</td> <td>\$0.00</td> </tr> <tr> <td></td> <td>Total interest charged in 2011</td> <td>\$0.00</td> </tr> </tbody> </table>			Post	Description	Amount		2011 Totals Year-to-Date	\$65.00		Total fees charged in 2011	\$0.00		Total interest charged in 2011	\$0.00
Post	Description	Amount												
	2011 Totals Year-to-Date	\$65.00												
	Total fees charged in 2011	\$0.00												
	Total interest charged in 2011	\$0.00												

Interest Charge Calculation			
Your Annual Percentage Rate (APR) is the annual interest rate on your account.			
Type of Balance	Annual Percentage Rate (APR)	Balance Subject to Interest Rate	Interest Charge
PURCHASES	19.990% (Y)	\$0.00 (D)	\$0.00
Standard Purch			
ADVANCES	25.240% (Y)	\$0.00 (D)	\$0.00
Standard Adv			

**American Airlines AAdvantage Bonus Miles - Cardmember**  
Purchase Bonus  
Total AAdvantage(R) Bonus Miles Earned - Cardmember

90  
90

3 of 6

**American Airlines AAdvantage Miles Update**  
539  
90  
AAdvantage® Miles: Accumulated This Month  
AAdvantage® Bonus Miles - Cardmember  
American Airlines reserves the right to change the AAdvantage® program and its terms and conditions at any time without notice, and to end the AAdvantage® program with six months notice. Any such changes may affect your ability to use the awards or mileage credits that you have accumulated. American Airlines is not responsible for products or services offered by other participating companies. For complete details about the AAdvantage® program, visit [www.aa.com/aaadvantage](http://www.aa.com/aaadvantage)

Remember, you **MUST PAY IN FULL** any charges over your revolving credit limit by your statement's Payment Due Date.

Please be sure to pay on time. If you submit your payment by mail, we suggest you mail it no later than 04/09/2011 to allow for enough time for regular mail to reach us.

**Earn 500 American Airlines AAdvantage(R) bonus miles\***  
As a new AAdvantage eShoppingSM member, create an AAdvantage eShoppingSM account and opt-in to receive special offer emails by 4/30/11. Visit [www.aa.com/eshopping](http://www.aa.com/eshopping) to learn more. Offer subject to terms and conditions.

**Don't Miss American Airlines Fares!**  
American Airlines has over 3,400 flights daily. Go to [AA.com](http://AA.com) now to find American fares, or compare AA fares on sites like Kayak.com, and on Priceline.com.

American Airlines, AAdvantage, AAdvantage with Scissor Eagle Design and Scissor Eagle Design are marks of American Airlines, Inc.

OPP005246



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256526770054490003



### Transfer high-rate balances and save!

Interest and Fee Information	
<b>APR for Check Transactions</b>	1.990% (Promotional APR on transferred balances until 01/01/2013.) After 01/01/2013, you will be charged the standard variable APR for purchases, currently 19.990%.
<b>Use by Date</b>	In order to qualify for this offer, your check(s) must be received by us and posted to your account by 05/02/2011. If you use the check after that date, we may still honor the check but you will not receive the promotional APR. Instead, the standard APR for purchases will apply.
<b>Fee</b>	4.00% of the amount of each balance transfer, but not less than \$5.
<b>Paying Interest</b>	We will begin charging interest on this check(s) on the transaction date.

MEMO: \_\_\_\_\_ AMT: \_\_\_\_\_  
 DATE: \_\_\_\_\_ CHECK #: \_\_\_\_\_

1070  
VALID UNTIL 05/02/2011 55-7267-210

PAY TO THE ORDER OF \$

DOLLARS

Citibank N.A.  
111 Sylvan Ave  
Englewood Cliffs, NJ 07632-1514  
100161/4795799909040

MEMO \_\_\_\_\_

MEMO: \_\_\_\_\_ AMT: \_\_\_\_\_  
 DATE: \_\_\_\_\_ CHECK #: \_\_\_\_\_

1069  
VALID UNTIL 05/02/2011 55-7267-210

PAY TO THE ORDER OF \$

DOLLARS

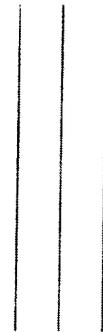
Citibank N.A.  
111 Sylvan Ave  
Englewood Cliffs, NJ 07632-1514  
100161/4795799909040

MEMO \_\_\_\_\_

**Terms and Conditions for your balance transfer check(s)**

9106

- You must read the particular restrictions of the program before you transfer.
- You must be at least 18 years old and a resident of the United States at the time you apply for the program and at the time of the transfer.
- You must have a balance on the credit card you wish to transfer to the new credit card.
- Balance transfers are subject to the credit review process and may not be completed if you do not qualify.
- Transfers are subject to the program's terms and conditions, which may vary from time to time and are subject to change without notice.
- Additional restrictions may apply to certain credit cards and are listed in the program's terms and conditions.
- Contact your credit card issuer for more information.



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IIIIII SSSSSS EEEEEEE RRRRRR 44 33333 99999 RRRRRR
IIIIII SSSSSS EEEEEEE RRRRRR 444 3333333 9999999 RRRRRRR
II SS SS EE RR RR 4444 33 99 99 RR RR
II SS EE RR RR 44 44 33 99 99 RR RR
II SSS EE RR RR 44 44 33 99 999 RR RR
II SSSS EEEEE RRRRRR 4444444 3333 9999999 RRRRRRR
II SSSS EEEEE RRRRRR 4444444 3333 9999 99 RRRRRR
II SSS EE RRRR 44 33 99 RRRR
II SS EE RR RR 44 33 99 RR RR
II SS SS EE RR RR 44 33 99 99 RR RR
IIIIII SSSSSS EEEEEEE RR RR 44 3333333 9999999 RR RR
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JJJJJJ 0000000 8888888 11 222222 666666 5555555 5555555
JJJJJJ 0000000 8888888 111 2222222 6666666 5555555 5555555
JJ 00 00 88 88 1111 22 22 66 66 55 55
JJ 00 00 88 88 11 22 66 55 55
JJ 00 00 88 88 11 22 66 55 55
JJ 00 00 888888 11 22222 66 6666 5555555 5555555
JJ 00 00 888888 11 2222 66666666 55555555 55555555
JJ 00 00 88 88 11 22 666 66 55 55
JJ JJ 00 00 88 88 11 22 66 66 55 55
JJ JJ 00 00 88 88 11 22 66 66 55 55
JJJJJJ 0000000 8888888 11111111 22222222 66666666 55555555 55555555
JJJJ 0000000 8888888 11111111 22222222 666666 5555555 5555555

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**END*****END*****END*****END*****END*****END*****END*****END*****END*****
*
* JOB ID: JOB12655
* JOB NAME: ISER439R
* USERID: ISER439
* CLASS: T
* OUTPUT GROUP: 1
* TITLE:
*
* DESTINATION: PDF_SD
* NAME: 43449 AFP CLIST
* ROOM:
* BUILDING:
* DEPARTMENT:
* ADDRESS:
*
*
* PRINT TIME: 15:48:00
* PRINT DATE: 03/28/11
* PRINTER: PDF_SD
* SYSTEM ID: ASUSOH11CKDK2
*
**END*****END*****END*****END*****END*****END*****END*****END*****END*****

```



# CitiBusiness® / AAdvantage® Card

AAdvantage is a registered trademark of American Airlines, Inc.

## Account Summary Statement

Business Account 4122 5100 0254 3976  
Total Cardmembers: 1  
December 28 - January 29, 2008

### QUICK REFERENCE

Minimum Payment **\$58.00**  
New Balance **\$3,871.72**  
Due Date\* **02/21/08**

\*Payment must be received by 5:00 pm local time on the Payment Due Date

Business Credit Line **\$40,000**  
Available Credit **\$36,128**  
Cash Advance Line **\$24,000**  
Available Cash Advance **\$24,000**

### ACCOUNT SUMMARY

Previous Balance..... \$6,876.60  
Payments, Credits and Adjustments..... \$6,876.60  
Purchases..... \$3,871.72  
Cash Advances..... \$0.00  
Finance Charges..... \$0.00  
Fees..... \$0.00  
New Balance..... **\$3,871.72**

### MONTHLY ACTIVITY BY CATEGORY

Entertainment..... \$32.00  
Merchandise..... \$3,628.86  
Miscellaneous..... \$6,876.60  
Restaurants..... \$204.91  
Services..... \$5.95

### REWARDS

AAdvantage Miles Update  
Current Mileage Balance..... 0

### How To Reach Us

Visit [citibusinesscreditcards.com](http://citibusinesscreditcards.com)  
Customer Service:  
1-800-732-6000 or write to  
CitiBusiness Card, P.O. Box 44180  
Jacksonville, FL 32231-4180

### NEWS FROM CITI

Detailed Quarterly Reports make it easy to monitor account activity and help with planning and budgeting. For more information, call 1-800-750-7453.

Travel for 7,500 fewer AAdvantage(R) miles! Travel to select destinations worldwide for 7,500 fewer AAdvantage(R) miles. Special offer good for a limited time. Visit [www.ReducedMileageAwards.citicards.com](http://www.ReducedMileageAwards.citicards.com) for info.

000010290000090001  
NNNN - NYNN - NNNN - NNNN



Detach and follow payment instructions on reverse side.

Business Account Number

Please Enter Amount of Payment Enclosed

Payment Due <b>02/21/08</b>	New Balance <b>\$3,871.72</b>	Minimum Payment <b>\$58.00</b>	\$ <input type="text"/>
--------------------------------	----------------------------------	-----------------------------------	-------------------------

9N BY 00 A 1 CR32A0068

100000



CITIBUSINESS CARD  
P.O. BOX 6419  
THE LAKES, NV 88901-6419



( )  
New Home Phone  
( )  
New Business Phone

Print changes of address, phone number or email above.\*

\*If you provide an e-mail address, we may use it to contact you about your account. We may also use your e-mail address to send you information about products and services you might find useful.

Citigroup Inc. v. Citiair, LLC  
Opp. No. 91201920  
Opposer Ex. 13

OPP005240

**Notification of Disputed Item** - Please call Customer Service prior to completing this form.

Please sign this form and return it to the Customer Service address specified on this statement. Do not mail this form with your payment.  
If your card has been lost, stolen or you have not received it, call Customer Service immediately. Do not use this form.  
Please print in blue or black ink.

NAME (PLEASE PRINT) \_\_\_\_\_  
SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_  
ACCOUNT # \_\_\_\_\_  
REFERENCE # \_\_\_\_\_ AMOUNT OF DISPUTE \$ \_\_\_\_\_  
MERCHANT \_\_\_\_\_

I have examined the charges made to my account and am disputing an item for the following reason:

- 1. Neither I nor any person authorized by me to use my card made the charge listed above. In addition, neither I nor anyone authorized by me received the goods and services represented by this transaction. (If you do not recognize a sale, choose this option and call Customer Service immediately.)
- 2. Although I did participate in a transaction with the merchant, I was billed for \_\_\_\_\_ transaction(s) totaling \$ \_\_\_\_\_ that I did not engage in, nor did anyone else authorized to use my card. I do have all my cards in my possession. Enclosed is a copy of the Authorized Sales slip.

Note: You may write us or use this form (or a copy). However, if you use this form, you may want to record the information on the reverse side for your records.

**Information About Your Account**

**Annual Fee Charge:** Refer to the front of your statement in the month in which the fee is billed.

**Renewing Your Account:** You may have your annual membership fee credited to your account if you close your account within 30 days from the mailing or delivery of the statement containing the fee, even if you use your card during that period. You may call the Customer Service number or write to the Customer Service address specified on this statement during this 30 day period and your account will be terminated; we will credit your account for the amount of the annual fee.

**Making Payments:** Enclose your check or money order, payable in U.S. dollars, with the payment coupon below, but do not staple or tape them together. Please do not send cash. Write your Account number on the front of your check or money order. You may pay all or part of your New Balance at any time. However, you must pay at least the Minimum Payment Due by the Payment Due Date each month, or your Account will be delinquent and you will be charged a late fee.

**CREDITING PAYMENTS:** Payment must be received in proper form at our processing facility by 5 p.m. local time there on a weekday to be credited as of that day. A payment received at the processing facility in proper form after that time will be credited as of the next weekday. Weekdays are Monday through Friday. Please allow 5 - 7 days for payments by regular mail to reach us. There may be a delay of up to 5 days in crediting a payment sent by mail if it is not in the proper form or is addressed to a location other than the address listed on the return envelope or on the front of the payment coupon.

Sending an eligible check with this payment coupon authorizes us to complete the payment by electronic debit. If we do, the checking account will be debited in the amount on the check, as soon as the day we receive the check, and the check will be destroyed.

**Remember**

- Enclose your check or money order. No cash or foreign currency please.
- Include your account number on the front of your check or money order.
- Please do not staple or tape your check to this payment coupon.
- Enclose this payment coupon with your payment.
- Please be sure the address appears in the window of your envelope.

CASE ID: \_\_\_\_\_

- 3. I have not received the merchandise that was to have been shipped to me. Expected date of delivery was \_\_\_\_\_ (mm-dd-yy). I contacted the merchant on \_\_\_\_\_ (mm-dd-yy) and the merchant's response was \_\_\_\_\_ (in order to assist you, the merchant must be contacted.)
- 4. I have (circle one) returned/canceled merchandise on \_\_\_\_\_ (mm-dd-yy) because \_\_\_\_\_ Please provide a copy of the returned receipt, postal receipt or proof of refund.
- 5. The attached credit slip was listed as a charge on my statement.
- 6. I was issued a credit slip for \$ \_\_\_\_\_ on \_\_\_\_\_ (mm-dd-yy), which was not shown on my statement. A copy of my credit slip is enclosed.
- 7. Merchandise that was shipped to me arrived damaged and/or defective on \_\_\_\_\_ (mm-dd-yy). I returned it on \_\_\_\_\_ (mm-dd-yy). Merchant response was \_\_\_\_\_ Please provide postal receipt and/or credit slip.
- 8. My account was charged \$ \_\_\_\_\_ but I should have been billed \$ \_\_\_\_\_. Enclosed is a copy of the sales receipt which indicated the correct amount.
- 9. Other - Attach a letter describing the dispute.

**Special Information on Cash Advances:** You may get a Cash Advance at any bank which welcomes MasterCard® or Visa® credit cards or at Automated Teller Machines located nationwide.

- All cash advances are subject to the Annual Percentage Rate specified in your account materials. Finance Charges begin the day the advance is taken and continue until the final payment is made.
- If you have paid your entire New Balance for cash advances and there are no new cash advances during the billing period, a final finance charge will be shown on your next statement.
- Remember, your Cash Advance Line is a part of your Total Credit Line. It is not an additional line of credit.

**Billing Rights Summary**

**In Case of Errors or Questions About Your Bill** - If you think your bill is wrong, or if you need more information about a transaction on your bill, write us at the Customer Service address specified on this statement as soon as possible (you may use, but are not required to use the "Notification of Disputed Item" form provided above or a copy of it). We must hear from you in writing no later than 60 days after we send you the first bill on which the error or problem appeared.

If you choose to use the form above, please call Customer Service for assistance. If you send us a letter please include the following information:

- Your name and account number.
- The dollar amount of the suspected error.
- Vendor name.
- Post date/transaction date.
- Describe the error and explain, if you can, why you believe there is an error. If you need more information, describe the item you are unsure about.
- Please be sure all correspondence is signed by the authorized officer.

BUS 01/06  
01/09/07

- To avoid an additional FINANCE CHARGE being applied to your current purchases on next month's statement, pay the entire New Balance on this statement in full by the due date.
- Posting Payments: Please allow 5 - 7 days for your payment to reach us by the payment due date. Write your account number on the front of your check. There may be a delay of up to 5 days in posting payments made at a location other than the address listed on the return envelope or on the front of the payment coupon.
- Report a Lost, Stolen or Never Received Card immediately: Our Customer Service Representatives are available 24 hours a day, 7 days a week.



Business Account  
December 28 - January 29, 2008

000010290000090002  
NNNN - NYN - NNNN - NNNN - NNNN

**BUSINESS ACCOUNT SUMMARY**

**Business Payments, Credits and Adjustments**

Trans	Post	Description	Amount
	01/21	PAYMENT THANK YOU	\$6,876.60
<b>Total Business Payments, Credits and Adjustments</b>			<b>\$6,876.60</b>

**Finance Charge Summary**

	Nominal APR	Periodic FINANCE CHARGE	Transaction Fee/ FINANCE CHARGE
PURCHASES			
Standard Purch	16.490%	\$0.00	\$0.00
CASH ADVANCES			
Standard Adv	21.490%	\$0.00	\$0.00
<b>Total FINANCE CHARGE</b>			<b>\$0.00</b>

**CARDHOLDER SUMMARY**

**Cardholder Activity**

Cardholder	Account Number	Amount
		\$3,871.72

**Transaction Activity**

Employee Credit Line	\$40,000	Account Number
Employee Cash Advance Limit	\$24,000	

**Purchases**

**Standard Purch**

Trans	Post	Amount
12/27	12/29	\$32.00
12/28	12/29	\$46.85
12/28	12/29	\$1,353.54
12/29	12/29	\$115.66
01/04	01/04	\$42.40
01/04	01/04	\$604.40
01/05	01/05	\$173.20
01/16	01/16	\$214.83
01/17	01/17	\$184.45
01/19	01/19	\$269.08
01/20	01/20	\$34.89
01/21	01/21	\$130.49
01/23	01/23	\$618.45
01/25	01/25	\$5.95
01/27	01/27	\$45.53
<b>Total Standard Purch</b>		<b>\$3,871.72</b>

**Subtotal of Activity for Account Number**

**\$3,871.72**



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**REWARDS**

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\*\*\* CITI AADVANTAGE MILES UPDATE \*\*\*  
Regular Miles Accumulated This Month: 3,872  
    Earned Miles: 3,872  
    Promotional Miles: 0  
Miles Reported To American Airlines: 3,872  
    Current Mileage Balance: 0



Customer Support 1-800-HHONORS (1-800-446-6677)

## Hilton HHonors™: All About Benefits

Only with Hilton HHonors can you earn both Points & Miles® for stays at 3,750 hotels worldwide and airline miles with over 50 airline partners. And we offer several unique ways to pile on the points — earn them through hotel stays or with participating credit cards, or consider purchasing them if you are just shy of that trip to the Caribbean. And when you are feeling generous, you can transfer them to family or friends who are also members. We also offer you an opportunity to donate your extra points to several charitable organizations.

Because this membership is exclusive, we treat you as such. You will receive the convenience and individualized attention you deserve as a Hilton HHonors member.

### News & Announcements >

Find out what's happening with Hilton HHonors. We're always striving to provide you with the best in benefits.

### Our Brands >

With Points & Miles® available at Waldorf Astoria®, Conrad®, Hilton®, DoubleTree by Hilton™, Embassy Suites®, Hilton Garden Inn®, Hampton Inn®, Hampton Inn & Suites®, Homewood Suites®, Home2 Suites by Hilton® and Hilton Grand Vacations® you can earn a world of rich rewards faster than ever.

### Benefits & Services >

Join HHonors free to receive a range of benefits and services that help streamline your travel, reward you for your loyalty and give you the level of attention you deserve.

### Membership Levels >

Stay more and earn more through HHonors' four membership levels. Learn about what's available when you go from Blue to Silver, Gold or Diamond Memberships.

### Groups, Events & Meetings >

Hilton HHonors offers a world-class event and meeting planner program to help you with everything from your daughter's wedding in Europe to your company's conference in California.

### Credit Cards >

Learn how to earn HHonors Bonus Points redeemable for hotel stays, car rentals and much more by using a Hilton HHonors credit card.

Sponsorships >

If you are interested in Hilton Worldwide becoming a sponsor of your organization, submit your sponsorship proposal for consideration here.



OUR BEST RATES GUARANTEE

75%

95%

44

Top Destinations: Chicago Washington, D.C. New York Atlanta Los Angeles Orlando Dallas Mexico Toronto Other Regions





Customer Support 1-800-HHONORS (1-800-446-6677)

## Credit Cards

Everyday purchases like gas, groceries, or dining out can get you closer to the vacation of your dreams. With an HHonors credit card, you'll earn HHonors bonus points for all of your everyday purchases that you can redeem for free hotel nights, flights, or merchandise.

Make spending a more rewarding experience by choosing among the following Hilton HHonors credit cards:

### U.S. Residents

Card: Hilton HHonors™ Visa Signature® Card from Citibank



Card: Hilton HHonors™ Card from American Express



Card: Hilton HHonors Signature Card™ from American Express



### United Kingdom Residents

Card: Hilton HHonors™ Premium Visa® Card



### Germany and Austria Residents

Card: The Hilton HHonors™ Credit Card





WALDORF  
ASTORIA  
HOTELS & RESORTS



DOUBLETREE  
BY HILTON

CONRAD  
HOTELS & RESORTS



EMBASSY  
SUITES

Hilton  
HOTELS & RESORTS

Hilton  
Garden Inn



HOMewood  
SUITES  
BY HILTON

HOMewood  
SUITES  
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### Citi® Hilton HHonors™ Visa Signature® Card



Earn 40,000 Hilton HHonors Bonus Points after making \$1,000 in purchases within 4 months of account opening<sup>2</sup>

Earn 6 HHonors Bonus Points per \$1 spent at participating hotels within Hilton Worldwide's 10 distinct brands<sup>2</sup>

Earn 3 HHonors Bonus Points per \$1 spent on purchases at supermarkets, drugstores & gas stations<sup>2</sup>

Earn 2 HHonors Bonus Points per \$1 spent on all other purchases<sup>2</sup>

Enjoy HHonors Silver status as long as you are a cardmember<sup>2</sup>

Access to exceptional Visa Signature® Benefits, including concierge service<sup>3</sup>

Apply Now

<sup>1</sup>Terms & Conditions  
<sup>2</sup>Reward Program Information  
<sup>3</sup>Additional Information

#### CARD AT-A-GLANCE:

Annual Fee: No Annual Fee!

Purchase APR: 14.24% variable<sup>1</sup> for Visa® Signature or 16.24% variable<sup>1</sup> for Visa® Gold

Balance Transfer APR: N/A

Contact Us

Need help finding the right card?

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Cardmember Agreement

#### INCLUDED SERVICES

3 HHonors Bonus Points per \$1 spent on purchases at supermarkets, drugstores and gas stations<sup>2</sup>

2 HHonors Bonus Points per \$1 spent on all other purchases<sup>2</sup>

#### REWARDS

Use your card for purchases and earn HHonors Bonus Points. Earn 40,000 HHonors Bonus Points after making \$1,000 in purchases within 4 months of account opening - enough for a free(2) night at many properties within the Hilton Worldwide portfolio. 40,000 HHonors Bonus Points can be redeemed for one night at a Category 6 hotel, or three nights at a Category 2 hotel -

you decide how to use them! You can also redeem for: Experience Rewards, car rentals, or exchange HHonors Bonus Points for airline miles with participating airline partners

**Earn 6 HHonors Bonus Points for each \$1 spent at participating hotels within Hilton Worldwide's 10 distinct brands? including Hilton, Conrad®, Doubletree™, Embassy Suites Hotels™, Hampton Inn™, Hampton Inn & Suites™, Hilton Garden Inn™, Hilton Grand Vacations Club™, Homewood Suites by Hilton™ and The Waldorf Astoria™ Resorts & Hotels?**

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