

necessary to effect, administer, enforce, service, or fulfill the terms of the Card Program. The Cardholder's consent and authorization shall be effective while the Card is open and has active charging privileges, and shall not be superseded by any future privacy statement or opt-out notifications or elections the Cardholder may make. The use of personal financial information obtained in connection with establishing any Account is governed by the privacy policy established by Fidelity Investments. To view Fidelity's privacy policy visit [www.fidelity.com](http://www.fidelity.com) if you invest in the following state-sponsored Fidelity-managed 529 Plans: UNIQUE College Investing Plan, U. Fund College Investing Plan, or Delaware College Investment Plan, or if you're an investment professional, visit [www.advisorxpress.com](http://www.advisorxpress.com) for information on the Fidelity Advisor 529 Plan. To view the MBNA privacy policy, visit [www.mbna.com](http://www.mbna.com). A copy of the MBNA policy is provided to all MBNA Customers.

#### General Terms.

1. Points are not property of any Cardholder or other person and may not be brokered, bartered, attached, pledged, gifted, sold, or transferred under any circumstances, including, but not limited to, disability, death, upon operation of law, or in connection with any domestic relations dispute and/or legal proceeding. MBNA and/or Fidelity Investments shall have no liability for disagreements between Cardholders regarding Points. Points earned with your Card cannot be transferred between any credit card accounts issued by MBNA or to any other Fidelity Investments account, except in connection with their conversion into Fidelity 529 Dollars for an Account.
2. MBNA reserves the right to disqualify any person(s) from participation in the Card Program, if, in the sole judgment of MBNA, that person or another person named on the same credit card account has violated any of the terms and conditions of these Card Program Guidelines or any subsequent revisions or amendments. Disqualification may result in termination of a person's participation, termination of the participation of others with the same account, and/or loss of Points prior to their transfer to Fidelity Investments. To be eligible to participate in the Program, you must be an individual (corporation, partnerships and other entities may not participate).
3. If a Cardholder is denied a benefit of the Card Program for which it is determined he or she is entitled, any liability of MBNA and/or Fidelity Investments shall be limited to the Cardholder's earned portion of that benefit. MBNA and Fidelity Investments are not responsible for any correspondence lost or delayed in the mail.
4. MBNA and/or Fidelity Investments may change or limit any aspect of the Card Program; amend the Card Program Guidelines, benefits, or features, in whole or in part; may discontinue or replace any reward with a similar one of lesser, equal, or greater value; may modify, delete, or terminate any or all of the participating partners, rewards, benefits, or special offers, if applicable. Changes may affect outstanding transactions and Points, and may include, but are not limited to, the number of Points required to convert to Fidelity 529 Dollars, the type of transactions qualifying for Points, the type or value of rewards, and the maximum number of Points earned per month or year, or otherwise, if applicable. Any of the foregoing actions may be taken even if such actions affect the value of Points already earned.

5. MBNA and/or Fidelity Investments assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, theft or destruction or unauthorized access to, or alteration of Account balances, Points received and redeemed, or other Card Program activities. MBNA and/or Fidelity Investments is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or enrollment to be received on account of technical problems or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to you or any other person's computer related to or resulting from participation in or downloading any materials in the Card Program, if applicable.
6. No promises or representations are made as to the current or future tax consequences that may result from participation in the Card Program. Consult your tax advisor concerning any income or other tax consequences related to your participation in the Card Program.
7. As a Participant, you agree to release MBNA and Fidelity Investments, their parent companies, affiliates, and subsidiaries from any and all liability for loss, claim, expense, or damages sustained in connection with the receipt, ownership, or use of any reward available through the Card Program.
8. The terms of the Card Program are subject to government approval and are void where prohibited by law.

MBNA AMERICA BANK, N. A., DOES NOT OFFER, SPONSOR, MANAGE, OR GUARANTEE ANY STATE-SPONSORED FIDELITY-MANAGED 529 PLAN.

The credit card program is issued and administered by MBNA America Bank, N. A., which is not an affiliate of Fidelity Investments. Evaluation of each applicant's eligibility for a credit card is determined by MBNA.

The UNIQUE College Investing Plan, U. Fund College Investing Plan, and Delaware College Investment Plan are offered by the State of New Hampshire, the Massachusetts Educational Financing Authority, and the State of Delaware, respectively, and are managed by Fidelity Investments. The Fidelity Advisor 529 Plan is offered by the State of New Hampshire and is managed by Fidelity Investments. If you are not a New Hampshire, Massachusetts, or Delaware resident, you may want to investigate whether your state offers its residents a plan with tax advantages available only if you invest in your home state's plan.

Units of the Portfolios are municipal securities and may be subject to market volatility and fluctuation.

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## Fidelity Investments 529 College Rewards Credit Card Program Guidelines

This document contains the terms and conditions of the Fidelity Investments 529 College Rewards<sup>SM</sup> Credit Card Program (the "Card Program") and includes information describing eligibility for participation; how to earn Reward Points ("Points"); convert Points to Fidelity 529 Dollars; and more (the "Card Program Guidelines"). Please read the Card Program Guidelines carefully. Any use of your Fidelity Investments 529 College Rewards credit card account (the "Card") will constitute your acknowledgment of, and agreement with each of the terms described below and the terms of the Credit Card Agreement, including its provisions regarding the use of arbitration to resolve Claims (as defined in the Credit Card Agreement). The Card Program Guidelines are not part of the Credit Card Agreement.

The Card is issued and administered by MBNA America Bank, N. A. ("MBNA"). Fidelity Brokerage Services LLC and its affiliates (together "Fidelity Investments" or "Fidelity") manage several state-sponsored 529 College Savings Plans.

The Card Program is available to the cardholder and joint cardholder, if any, who receive and use the Card (individually and collectively referred to as "you," "your," "Cardholder(s)," or "Participant(s)"). Your participation in the Fidelity Investments 529 College Rewards Program is subject to policies provided by Fidelity Investments.

To participate in the Card Program, the Card must be open and have active charging privileges. Corporations, partnerships, trusts, foundations, and other entities or organizations may not participate in the Card Program. To participate in the Card Program, the Cardholder must be a natural person residing within the United States and be at least 18 years of age. Residents of Puerto Rico may use the Card for purchase and cash advance transactions but are not eligible to participate in the Card Program. Residents of Puerto Rico are not eligible to earn Points or convert Points to money in any form whatsoever, including, but not limited to, Fidelity 529 Dollars.

If your participation in the Card Program ends and you are otherwise credit eligible, MBNA may, at its discretion, issue a replacement credit card account to you. A replacement credit card account will not provide you with access to Card Program features, including Points associated with the Card.

Cardholders residing in the fifty (50) states and the District of Columbia are eligible to earn Points, which are converted to Fidelity 529 Dollars when deposited in a Fidelity-managed 529 plan account (the "Account"), based upon use of the Fidelity Investments 529 College Rewards Platinum Plus or Preferred credit card account issued by MBNA. Cardholders currently earn two (2) Points for every \$100 in eligible new net retail purchase transactions (purchases less credits, returns, and adjustments) charged to the Card. Purchase transactions are rounded to the nearest dollar. Cash advances (including balance transfers), purchases of cash equivalents, and unauthorized or fraudulent transactions do not earn Points. An Account must be open, funded, and properly designated with MBNA in order for Points to be converted to Fidelity 529 Dollars. If you have accrued a balance of at least 50 Points at the closing date of the last periodic billing cycle during a calendar quarter, then at the end of the

quarter, the Points will be converted to Fidelity 529 Dollars. Each converted Point becomes one (1) Fidelity 529 Dollar. Any Points not converted to Fidelity 529 Dollars will be carried over into successive Billing Cycles. Points are not transferable except in connection with the conversion process described above, and have no cash value. Points may not be used to pay any credit card balance. Fidelity Investments and/or MBNA may change the terms of the reward program at any time, including the earnings rate, which is currently 2%. A cardholder may earn a maximum of 1,500 Points per rolling twelve months from the anniversary date from which their card is first used.

If the Cardholder does not have an Account, see the “Qualifying for Fidelity 529 Dollars” provisions below for details.

#### **Earning Reward Points with the Card.**

1. Cardholders residing in the U.S. are eligible to earn Points, which then convert to Fidelity 529 Dollars upon deposit in an Account, based upon use of the Card. Cardholders currently earn two (2) Points for every one hundred U.S. dollars (\$100) in eligible new net retail purchase transactions (purchases less credits, returns, and adjustments) charged to the Card. Purchase transactions are rounded to the nearest dollar. The earnings rate is subject to change. A cardholder may earn a maximum of 1,500 Points per rolling twelve months from the anniversary date from which their card is first used.
2. Unauthorized transactions do not earn Points. Unauthorized transactions include, but are not limited to, transactions made with a lost, stolen, canceled, or fraudulent credit card. Returns, or other transactions subject to credit or adjustment; balance transfers, Bank cash advances, direct deposit cash advances, credit card cash advance check transactions, Automated Teller Machine (ATM) withdrawals; credit insurance, credit protection, or debt cancellation charges; finance charges; late, over-the-credit-limit, returned check, cash advance, and similar transaction fee charges; purchases of money orders, person-to-person money transfers, wire transfers, bets, lottery tickets, casino gaming chips, and other similar transactions do not earn Points. All transactions made with the Card are subject to authorization and/or verification by MBNA.
3. The periodic billing cycle statement (the “Statement”) sent to you by MBNA will report the number of Points earned during each Billing Cycle. If there is a balance of at least fifty (50) Points at the closing date of the last Billing Cycle during a calendar quarter, then at the end of the quarter, the Points will become Fidelity 529 Dollars. Each Point transferred becomes one (1) Fidelity 529 Dollar. Any Points not converted to Fidelity 529 Dollars will be carried over into successive Billing Cycles. An Account must be open, funded, and designated with MBNA in order for Points to be converted to Fidelity 529 Dollars. Points are not transferable except in connection with the conversion process described herein, and have no cash value. Points may not be used to pay any credit card balance. Currently, a cardholder may earn a maximum of 1,500 Points per rolling twelve months from the anniversary date from which their card is first used. Contributions to an Account are subject to each Plan’s maximum contribution limit. See the respective Fact Kits for more details on Fidelity-managed 529 plans.

4. New Cardholders are eligible to earn Points as of the Enrollment Date. Enrollment Date means the date MBNA mails the Card and the Credit Card Agreement to you. If you are an MBNA Customer and your credit card account is converted to the Card Program, you are eligible to earn Points as of the first day of the Billing Cycle beginning after you receive your Card(s).
5. Questions or disputes concerning Points will be resolved in accordance with the terms of the Card Program Guidelines in effect when the relevant purchase transaction posted to your Card. All discrepancies regarding Points must be brought to the attention of MBNA within six (6) months from the date of the transaction for which the adjustment is sought. Such discrepancies are not the same as credit card billing disputes and the separate resolution requirements that are applicable to them. Refer to your Statement for details about billing disputes. If a transaction is subject to a billing dispute, the Points value of the transaction will be deducted from the Points total during the dispute period. If the transaction is reinstated, the Points will be reinstated.
6. Questions regarding the accrual of Points and the transfer of Fidelity 529 Dollars to Accounts will be resolved by MBNA. Contact MBNA by calling the toll-free telephone number on the back of your credit card. Questions regarding Account set-up and the status of transferred Fidelity 529 Dollars will be resolved by Fidelity Investments (1-800-544-1914).

#### **Qualifying For Fidelity 529 Dollars.**

1. If there is a balance of at least fifty (50) Points at the closing date of the last Billing Cycle during a calendar quarter, then at the end of the quarter, the Points will be converted to Fidelity 529 Dollars. Each converted Point becomes one (1) Fidelity 529 Dollar. Any Points not converted to Fidelity 529 Dollars will be carried over into successive Billing Cycles. An Account must be open, funded, and properly designated with MBNA in order for Points to be converted to Fidelity 529 Dollars. Points are not transferable except in connection with the conversion process described here, and have no cash value. Points may not be used to pay any credit card balance. The earn rate is subject to change.
2. In order for funds to be deposited into your Account, your Card must be open and have active charging privileges. In the event your Card is closed by MBNA because it is not in good standing (or for any reason described in the Credit Card Agreement), or you close the Card, any Points earned, but not yet converted to Fidelity 529 Dollars, will be irrevocably forfeited as of the day after the Card is closed.
3. MBNA will consider your rewards fully redeemed once Fidelity 529 Dollars have been transferred to the Account you have designated. If an adjustment to your Point total, whether due to error, refund, credit, or any other form of rescission, causes you to receive more credit to your Account than you were otherwise entitled to, you agree you may owe MBNA the value of such excess. MBNA has the right to reduce your Points accordingly, withhold any subsequent Points and/or credits to your Account, and/or collect any amount(s) you owe, in any appropriate manner, including, but not limited to, the posting of an

- equivalent debit in the form of a cash advance transaction to the Card.
4. **The following applies if you invest in the UNIQUE College Investing Plan, the U. Fund College Investing Plan, or Delaware College Investment Plan.** In order to receive Fidelity 529 Dollars for Points earned through use of the Card, you must designate only one Account and maintain it in good standing. If you have not designated an Account on your application for the Card, you may do so by telephoning MBNA at the toll-free telephone number on the back of the credit card following approval for the Card. If no Account is designated, Fidelity will use its best efforts to use your name, address and other identifying information about you to match you with an existing 529 plan account at Fidelity. If you have more than one 529 plan account at Fidelity, Points will be matched to the first established account. If two or more accounts established on the same day are older than all your other accounts, the one to receive Points will be the one with the oldest beneficiary. If no match is available, you will not be eligible to receive Fidelity 529 Dollars until an Account is designated by telephoning MBNA. If you do not open an Account or designate an Account within twelve (12) months from the date your Card is issued, or you cancel your participation in the Card Program at any time, you will not be eligible to convert Points to Fidelity 529 Dollars.
  5. **The following applies if you invest in the Fidelity Advisor 529 Plan.** In order to receive Fidelity 529 Dollars for Points earned through use of the Card, you must designate (a) only one Account and maintain it in good standing, and (b) a Pool number within your Account. If you have not designated an Account and Pool number on your new Card application, you may do so by telephoning MBNA at the toll-free telephone number on the back of the credit card following approval for the Card. If no Account is designated, Fidelity will use its best efforts to use your name, address and other identifying information about you, the Cardholder, to match you with an existing Fidelity Advisor 529 Plan account. If you do not designate an Account and Pool number and you have either more than one 529 Plan account at Fidelity or your 529 Plan account has more than one Pool position, Fidelity will not match your Account(s) to the MBNA credit card. If no match is available for any of these reasons, you will not be eligible to receive Fidelity 529 Dollars until you have telephoned MBNA and designated an Account and Pool number. If you do not open an Account or designate an Account and Pool number within twelve (12) months from the date your Card is issued, or you cancel your participation in the Card Program at any time, you will not be eligible to convert Points into Fidelity 529 Dollars. The information or material describing this credit card program is neither a solicitation nor a recommendation by any distributor of the Fidelity Advisor 529 Plan. The card is made available by MBNA America Bank, N.A. directly to participants in the Fidelity Advisor 529 Plan program. The credit card program is issued and administered by MBNA.

#### **Privacy.**

Each Cardholder consents to and authorizes MBNA and Fidelity, any of their respective parent companies, subsidiaries, affiliates, and any nonaffiliated third parties with whom any of the foregoing contract in order to manage the Card Program, to share information about the Cardholder and the Card (including the Card Program component) as