



Citi Cash Back Card Program Terms and Conditions

1. DEFINITIONS

In these terms and conditions ("Terms and Conditions"), unless the context otherwise requires:

"Bank" means Citibank, N.A. Philippines or its successor and assign, UnionBank of the Philippines (hereafter, all references to Citibank, N.A. Philippine Branch is understood to be references to UnionBank of the Philippines);

"Card" means the Citi Cash Back Card issued by the Bank and includes a supplementary card where the context requires;

"Card account" means the account maintained with Bank in respect of the card;

"Cardholder" means the primary cardholder, the person in whose name the card account is maintained and includes the supplementary Cardholder where the context requires;

"Rebates", means the cash rebate earned through usage of the Citi Cash Back Card as specified in these Terms and Conditions which may be used to redeem any goods, services, benefits, arrangements or other privileges as may be determined by the Bank in its absolute discretion, which may be redeemed by the use of Rebates under the Program.

"Program" means the Citi Cash Back Program or its successor program;

"Purchase" means a purchase of any goods or services by the use of the card and may, at the Bank's absolute discretion and without prior notice, include any card transaction as may be determined by the Bank;

"You, Your" means the Principal Cardholder, the person in whose name the Card Account is maintained. This term may also include the supplementary cardholder where the context requires.

2. PARTICIPATION

2.1 Your Card Account is entitled to participate in the Program at the date of commencement of the Program or the date when the Card is issued to you, whichever is later; provided that your Card Account is and remains in good credit standing, as determined by Bank in its sole discretion.

2.2 If a Cardholder's Card is terminated at any time for any reason, whether by the primary Cardholder or the Bank, the primary Cardholder will forthwith be disqualified from continuously participating in the Program and all unused Rebates then accrued shall automatically be forfeited immediately after voluntary or involuntary cancellation of the Card.

2.3 Any remaining Rebate including Rebates pending credit into the account of the Cardholder shall immediately cease to be valid upon the occurrence of the following:

- (a) the cancellation of the Card for any cause; or
- (b) the conversion of the Card to any other Citi Card and no refund, extension or compensation shall be given by the Bank.

2.4 Transfer of rebates from an expired or closed Card account to a current Card account will not be allowed.

2.5 Rebates earned from the use of a supplementary card shall be credited to the primary cardholder. If a supplementary Card is terminated at any time for any reason, the primary Cardholder may still participate in the Program, provided that the primary Card account remains open, active and in good credit standing.

2.6 Unused rebates of Cardholders who have availed of debt restructuring and other collection programs for their accounts



shall remain forfeited despite eventual payment of their account.

3. ISSUANCE AND REDEMPTION OF REBATES

3.1 Subject to clauses 2 and 3.2, there is no time restriction on the redemption of Rebates.

3.2 The Bank reserves the right to suspend or exclude the Cardholder from participating or continuing to participate in the Program if:

3.2.1 In its opinion the Cardholder or supplementary Cardholder has in any way breached the Citi Cash Back Program Terms and Conditions or the Terms and Conditions Governing the Issuance and Use of Citi Cards issued by the Bank.; or

3.2.2 In its opinion the Cardholder conducts his/her Card account in a manner inconsistent with the object and intent of the Citi Cash Back Program.

3.3 A Cardholder will receive, on a monthly basis, Rebates that will be credited to his/her Card account at the following rates for purchases charged by him/her on his/her Card for purchases of goods or services for personal consumption while the Card account is open, remains in good credit standing and is currently within terms and conditions.

3.3.1 **0.20%** Rebate on all supermarket/grocery spend (with Merchant Categories 5300, 5309, 5310, 5411*);
OR 6% Rebate if a minimum P10,000 spend is met **on non-supermarket and non-Meralco** purchases.

3.3.2 **0.20%** Rebate on Meralco bills (charged through Citi One Bill or Citibank Online or their successor facilities or platforms);

OR 2% Rebate if a minimum P10,000 spend is met **on non-supermarket and non-Meralco** purchases

3.3.3 **0.20%** Rebate on all other retail spend.

*"Merchant Category" means the classification of each merchant establishment as determined by the acquiring bank based on the nature of merchant's business, as defined by VISA/MasterCard.

3.4 Citi Balance Transfer transactions; Citi Speed Cash transactions (also known as Citi Call for Cash) transactions; Citi FlexiBill (also known as Citi Balance Conversion) transactions; refunded, disputed or cancelled retail or cash advance transactions; payment of annual card membership fees; interest payments; late payment fees; charges for cash advance; and any other form of service/miscellaneous fees shall not earn Rebates. Unless otherwise specified, Cardholders are not entitled to earn Rebates from any other categories of transactions.

3.5 Citi PayLite and Citi PayLite for bank transactions earn Rebates for the portion of the principal of the monthly installment amount billed on the Statement of Account. Any interest charges will not be entitled to earn Rebates.

3.6 Rebates earned from straight retail transactions applied for conversion under Citi PayLite after purchase will be deducted from your Card account upon conversion. These Rebates will be earned back monthly in such amounts corresponding to the principal of the monthly installment amount billed on the statement of account. Any interest charges will not earn Rebates.

3.7 The Program will have an earning cap of P1,250 per statement cycle. If the cap has been met anytime within a statement cycle, the Cardholder will only begin earning again at the beginning of the next cycle.

3.8 The Rebate shall be computed on a per transaction basis and shall be rounded off to the nearest peso.

3.9 The Cardholder can redeem at a minimum of P1.00 worth of rebates and in increments of P1.00. Upon redemption, the Rebates shall then be credited back into the Cardholder's account.

3.9.1 To redeem, you may log on to www.citibank.com.ph/thankyou.

3.10 The rebates redeemed is not considered a payment to the Credit Card and cannot be used to offset the Minimum Amount Due. The cardholder is required to settle at least the Minimum Amount Due in the statement to avoid late charges from being billed to the account.



3.11 All transactions related to the issuance of Rebates, miles, or rebates are subject to the Citi ThankYou Rewards Program Terms and Conditions. Please visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou to view the full Terms and Conditions.

4. GENERAL TERMS ON REDEMPTION OF REWARDS REBATES

4.1 Provided that your Card Account is in good standing as determined solely by Bank and your Card Account has sufficient Rebates, you are entitled to redeem any one or more of the Rewards, based on the required amount of Rebates, via the redemption channels that Bank has identified.

4.2 Once the redemption has been processed, the request cannot be revoked or cancelled and the Rebates cannot be transferred back into your Card Account.

4.3 For the redemption of annual membership fee waivers and cash credits, you may visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou. All transactions related to the redemption of Rebates, miles, or rebates on the Citi ThankYou Rewards site are subject to the Citi ThankYou Rewards Program Terms and Conditions. Please visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou to view the full Terms and Conditions.

5. PAY WITH POINTS

5.1 Bank may from time to time send you an SMS that will allow you to redeem your Rebates to offset the full or partial amount of your retail spend at merchants.

5.2 You may refer to the link in the Pay with Points SMS you receive for the number of Rebates required to redeem and offset a portion or the entire amount of the corresponding transaction you have made.

5.3 Once the redemption has been processed, the request cannot be revoked or cancelled and the Rebates cannot be transferred back into your Card Account.

5.4 If the redemption is successful, you will see a credit adjustment on your next statement of account that corresponds to the amount of Rebates you have redeemed.

5.5 The merchant's Return/Exchange Policy remains applicable for the purchased item or service.

6. ANNUAL MEMBERSHIP FEES

6.1 You may only use your Rebates to pay for your annual membership fee for either the principal or supplementary Card under your Card Account and may only do so once a year.

7. CASH CREDITS

7.1 You may use your Rebates to redeem cash credit to offset a portion or the entire amount of the retail spend reflected in your latest statement of account. You may refer to the Citi ThankYou Rewards (or its successor program) website at www.citibank.com.ph/thankyou for the latest set of point, miles or rebates required to redeem cash credit.

7.2 Please allow 1 week for the processing of the cash credit request. Bank reserves the right to extend the processing time without notice. The cash credit will be reflected on your next statement of account.

7.3 The cash credit redeemed is not considered a payment to your Card Account and cannot be used to offset the Minimum Amount Due, Total Amount Due or any amount in between that is due on your statement of account. You are required to settle at least the Minimum Amount Due to avoid late charges from being billed to the Card Account.

7.4 You may use your Points to pay for your Annual Membership Fee, provided that there is straight retail spend reflected in the same statement of account in which the Annual Membership Fee was charged. There is no minimum spend requirement for as long as you have enough points to offset your Annual Membership Fee.



7.5 You may use your Points to redeem cash credits, provided that there is straight retail spend reflected in the same statement of account prior to your redemption. There is no minimum spend requirement for as long as you have enough points to redeem your preferred cash credit denomination.

8. GENERAL

8.1 Any remaining Rebates shall immediately cease to be valid and be forfeited upon the occurrence of any of the following:

8.1.1 The cancellation of your Card, whether by you or us; or

8.1.2 The conversion of your Card to any other Citi Card; or

8.1.3 The delinquency of your Card Account or when your Card Account ceases to be in good credit standing. The term

“delinquent accounts” shall have the same meaning as used in the Citi Card Agreement.

8.2 If your Card is terminated at any time for any reason, whether by you or us, you will be disqualified from participating in the Program, and all unused Rebates then accrued shall automatically be forfeited immediately after the voluntary or involuntary cancellation of your Card.

8.3 If your supplementary Card is terminated at any time for any reason, you may still participate in the Program; provided that your Card Account remains open, active and in good credit standing.

8.4 For the avoidance of doubt, Bank is entitled, in Bank’s absolute discretion, at any time and from time to time and without notice and without giving any reason, to take into account or disregard any Card transactions or charges or retail purchase in the calculation of Rebates to be credited or to otherwise vary the basis of calculation of Rebates.

8.5 The accumulation and usage of Rebates shall be specified in your statement of account. Unless Bank hears from you within thirty (30) days from delivery of your statement of account to your billing address, the Rebates indicated on the statement of account are considered correct and final as of statement date.

8.6 Rebate reversals will be applied during the statement cycle when the reversal transaction is posted, which may differ from the statement cycle of the original purchase transaction. Rebates, including accelerated /bonus rebates, if any, will be awarded only if the cumulative value of new purchase transactions in the respective spend category is higher than the value of transactions reversed.

8.7 Where Rebates have been credited to your Card Account and/or used or redeemed before the purchase/transaction for which such Rebates were earned is debited, Bank will debit your Card Account for the credited Rebates. Bank shall be entitled to debit such Rebates even if such debiting causes your Card Account to have a negative Rebates balance.

8.8 Bank reserves the right to suspend or exclude you from participating or continuing to participate in the Program if:

8.8.1 In Bank’s opinion you have in any way breached these Terms and Conditions and the terms and conditions in the Citi Card Agreement; or

8.8.2 In Bank’s opinion, you conduct your Card Account in a manner inconsistent with the object and intent of the Program.

8.9 Transfer of Rebates from an expired or closed Card Account to a current Card Account, as well as transfer of Rebates to any other person, will not be allowed.

8.10 If you availed of debt restructuring, rewrite and other collection programs for your Card Accounts, any unused Rebates shall remain forfeited despite eventual payment of your Card Account.

8.11 Bank may at any time vary, modify or amend the terms and conditions of the Program, and you shall be bound by such variations and amendments.

8.12 Bank is not liable if it is unable to perform Bank’s obligations under these Terms and Conditions, due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, Act of God, or anything outside



Bank's control or outside the control of Bank's agents or any third party. Bank shall not be responsible for any delay in the transmission to Bank of evidence of retail spend by the participating merchants, department stores, or any third party.

8.13 You agree that your redemption using your Rebates warrants your acceptance of the Program and any applicable terms and conditions.

8.14 Bank and the participating Pay with Points merchants shall not be obliged to recognize or replace any item that you may have redeemed through this Program which is subsequently misplaced, lost or stolen after your redemption.

8.15 Bank shall not in any way be liable to you or any third party for any goods, services, benefits arrangements or other privileges or the quality or performance of such goods, benefits, arrangements or other privileges redeemed from or supplied by any merchant, service provider, or any third party under or pursuant to the Program, including for any death, injury, loss of or damage to property, or consequential loss or damage of any nature that you, and if applicable, any person/s, may or has/have suffered arising from or out of the redemption of your Rebates. You should seek redress from and direct any complaints or comments in respect of such goods, benefits, arrangements or other privileges to the respective provider, merchant or third party.

8.16 You hereby authorize Bank to disclose information regarding yourself and your Card Account to such third parties as Bank deems necessary for the purposes of the Program.

8.17 Bank's records of all matters relating to the Program shall be conclusive and binding on you.

8.18 Any request for adjustment of Rebates is subject to Bank's approval at Bank's absolute discretion.

8.19 Bank is entitled, for any reason at any time, without liability or prior notice, to suspend the calculation, accrual or redemption of Rebates, to rectify any errors in the calculation, or otherwise adjust such calculation.

8.20 Bank may, at any time and without notice, cancel or terminate the Program.

8.21 The Cardholder hereby authorizes the Bank to disclose information regarding himself/herself and his/her Card account(s) to such third parties as the Bank deems necessary for the purposes of the Program.

8.22 Fraud, abuse or any unauthorized action relating to the earning or redemption of Rebates may result in forfeiture of Rebates, disqualification from the Program, suspension or cancellation of your Card privileges or the charging of the full cost of the Rebates. The taking of such measures shall be without prejudice to any legal action that Bank may take.

8.23 All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by Bank at its sole discretion. Bank's decision on all matters relating to the Program shall be final and binding on you.

8.24 To the fullest extent permitted by law, in no event will Bank or any of its officers, employees, representatives and/or agents be liable for any loss or damages (including without limitation, loss of income, profits or goodwill, indirect, incidental, consequential, exemplary, punitive or special damages of any party including third parties) howsoever arising, whether in contract, tort, negligence or otherwise in connection thereof, even if Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

8.25 The terms and conditions of the Citi Card Agreement shall likewise apply; you must strictly abide by the same.

8.26 The terms and conditions of the Citi Card Agreement shall apply to the Citi Cash Back Card and in the event of any conflict or discrepancy between the terms and conditions of the Citi Card Agreement and the terms set out herein, the terms set out herein shall prevail insofar as the Program is concerned.



9. TAXATION

9.1 The Rebates obtained as a result of the Bank's customer's private transactions should have no taxation consequences.

9.2 The Cardholder will be responsible for whatever tax implications may arise out of the ultimate treatment of the Rebate.

10. CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION Please read these provisions (the "Consent") on Processing, Profiling and Sharing of Data and Information thoroughly. Capitalized terms used herein shall have the meanings set forth in UnionBank Data Privacy Statement. UnionBank's Data Privacy Statement ("Data Statement") can be viewed online at <https://www.citibank.com.ph/static/data-privacy-statement/>.

The words "You" and "Your" refer to you as a banking, brokerage, credit, debit or prepaid card or loan prospect/applicant or client or Relevant Individual of a Data Subject of UnionBank. The words "We", "Our" "Us" and "UnionBank" refer to Union Bank of the Philippines.

1. You agree that your application, enrollment, purchase, maintenance, access or continued use of any of the Bank's products and services shall be deemed as your acceptance and agreement to be bound by the provisions of these terms.

You hereby agree that all Personal Data (as defined under the Data Privacy Act of 2012 and its implementing rules and regulations), customer data and account or transaction information or records (collectively, the "Personal Data") relating to you with us from time to time may be processed, profiled or shared to, by and between UnionBank., and any of its affiliates and subsidiaries or each of the domestic Authority or Data Recipients (whether in or outside the Philippines) and for the purposes as set out in UnionBank Data Statement in force provided by us to you from time to time or for compliance with any law, regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority. The aforesaid terms shall apply notwithstanding any applicable non-disclosure agreement. You acknowledge that such Information may be processed or profiled by UnionBank's Personal Information Processors or shared with jurisdictions which do not have strict data protection or data privacy laws.

2. You agree that the Data Statement from time to time in force will in all respects apply in relation to your application, account and any matter arising therefrom or incidental thereto. You agree that the Data Statement is deemed to be incorporated by reference into this Consent.
3. You understand and agree that you must provide us with such information as we may require from time to time to enable us or Citigroup or relevant Data Recipient to comply with any law or regulation, government requirement, treaty, agreement or policy or as required by or for the purpose of any court, legal process, examination, inquiry, audit or investigation of any Authority.
4. You acknowledge that we may use voice recognition technology to collect and analyze your voiceprint biometric data for the purpose of identity verification when you give instructions through the phone.
5. You consent, in connection with any proposed novation, assignment, transfer or sale of any of our rights and/or obligations with respect to or in connection with your account and any products, facilities and services available in connection with the account, to any novatee, assignee, transferee, purchaser or any other person participating or otherwise involved in such transaction, to the disclosure, to any such person, by us, of any and all Information which may be required in relation thereto.
6. You understand and consent that the processing, profiling and sharing apply during the prospecting and application stages, as well as for the duration of and even after the rejection, termination, closure or cancellation of the account or relationship or Services (collectively "Termination") for a period of at least ten (10) years from the Termination of your last existing account or relationship or that of the Relevant Individual as determined by us. Where we deem it necessary or are required to fulfill foreign and domestic legal, regulatory, governmental, tax, law enforcement and compliance requirements and disclosure to each of the Authority or Industry Organization, you understand and consent that the storage will be made even after a period of ten (10) years from such Termination until the final conclusion of any requirement or disclosure obligation, dispute or action.
7. Automated Decision-making. You agree that We may use your Personal Data and other Information for automated processing and automated decision-making in connection with the prospecting, application, establishment, maintenance, renewal, reissuance, cancellation and closure of your account/s, relationship/s and/or card/s, including the provision of Services.
8. For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, you hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to us on your behalf in any acceptable form or evidence as determined by us:
 - a. any one of the accountholders in a joint account or relationship;
 - b. principal cardholder in a card account or relationship;
 - c. any one of the security party or guarantor in a borrowing account or relationship;
 - d. company representative in an institutional or corporate client, a merchant party, a commercial card or prepaid card account or relationship; or



- e. where any one of the above is not present as determined by us, any person as has been authorized by you to act on your behalf.
9. You acknowledge that account opening forms or transaction forms and other similar documents used for UnionBank's products and services are not and should not be construed as an offer, invitation, or solicitation to buy or sell any of UnionBank's product/s and service/s.
10. These provisions shall be in addition to, and not in substitution for, any other provision agreed to between you and UnionBank (whether before or after the date hereof) which gives broader rights of disclosure to UnionBank than contained herein.

You represent that you have been authorized by any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to UnionBank to signify the latter's consent to the provisions herein, and that you have provided to and secured from any Related Party, Customer Affiliate, Data Subject or other person regarding whom you have provided information to UnionBank any notices, consents and waivers necessary to permit UnionBank, its affiliates, representatives, and its and their third party service providers and Payment Infrastructure Providers (which refers to a third party that forms part of the global payment system infrastructure, including without limitation communications, clearing or payment systems, intermediary banks and correspondent banks) to carry out the actions described in this provision, and that you will provide such notices and secure such necessary consents and waivers in advance of providing similar information to UnionBank in the future.

For purposes of these Terms and Conditions, "Control" means an entity that possesses directly or indirectly the power to direct or cause the direction of the management and policies of the other entity, whether through the ownership of shares or the possession of voting power, by contract or through other means or any legal or natural person ultimately has a controlling ownership interest in a legal person or exercises control through any arrangement. "Customer Affiliate" means any entity, present or future, that directly or indirectly Controls or is Controlled by or is under common Control with you, and any branch thereof. "Data Subject" means an individual whose Information is processed, and may also include a juridical entity, where applicable. Data Subjects may be you, your personnel, customers, suppliers, payment remitters or payment beneficiaries, or other persons. "Related Party" means any natural person or entity, or any branch thereof, that (i) owns, directly or indirectly, our stock (if the customer is a corporation), (ii) owns, directly or indirectly, profits, interests or capital interests in you (if the customer is a partnership), (iii) is treated as your owner (if the customer is a "grantor trust" under sections 671 through 679 of the United States Internal Revenue Code or an equivalent under a similar law of any jurisdiction, domestic or foreign), (iv) holds, directly or indirectly, beneficial interests in you (if the customer is a trust), (v) is a natural person who exercises control over you, such as a settlor, protector or beneficiary of a trust, or a person or entity which otherwise has a controlling ownership in or otherwise exercises control over you through any arrangement or other means (if the customer is an entity), (vi) is designated as your signatory or representative (if the customer is an entity).

Citibank, N.A., Philippine Branch, has transferred ownership of its consumer banking business to UnionBank of the Philippines.

The trademarks "Citi", "Citibank", "Citigroup", the Arc design and all similar trademarks and derivations thereof are used temporarily under license by Union Bank of the Philippines from Citigroup Inc. and related group entities.

For any concerns, you may call us at (632) 8995-9999 or send us a message through www.citibank.com.ph. Citibank, N.A. Philippine Branch is regulated by Bangko Sentral ng Pilipinas with contact details at <https://www.bsp.gov.ph>. For your complaints/concerns, we will endeavor to resolve these within 7 business days. For complaints/concerns requiring more time to resolve, we will be in touch with you and inform you of the progress.

Version: August 2022