

UNIONBANK REWARDS CARD PROGRAM TERMS AND CONDITIONS

UnionBank Rewards Card Program

The UnionBank Rewards Card Program (the "Program") entitles eligible Cardholders to earn Rewards Points on their Card Transactions and redeem the Rewards Points in exchange for Rewards. To earn Rewards Points, Cardholders must have been approved for UnionBank Rewards Card, be in good credit standing, and have access to UnionBank Online.

1.DEFINITIONS

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

"Bank" means UnionBank of the Philippines.

"Card" means the UnionBank Rewards 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;

"Delinquent Accounts" means a Card Account that has not been paid the Minimum Amount Due thirty (30) days after the payment due date stated in the Statement of Account. Minimum Amount Due and Statement of Account are defined under the Terms and Conditions governing the issuance and use of the UnionBank Credit Card.

"Frequent Flyer Program" / "FFP" means the loyalty program that allows its passengers to earn benefits based on the Miles accrued. "Rewards" means any goods, services, benefits, arrangements or other privileges (including without limitation, miles on participating airline frequent flyer programs, loyalty program points, cash credit or annual membership fee waivers), as may be determined by Bank in Bank's absolute discretion, which may be redeemed by the use of Rewards Points under the Program.

"Rewards Points" referred to as Points hereafter, means the points earned through usage of the Card as specified in these Terms and Conditions, which may be used to redeem Rewards as may be determined by Bank in Bank's absolute discretion;

"Program" means the UnionBank Rewards Card 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.

"Points" means the rewards points earned through usage of the Card as specified in these Terms and Conditions, which may be used to redeem Rewards as may be determined by Bank in Bank's absolute discretion;

2. GENERAL PROGRAM MECHANICS

A. ELIGIBILITY

Your Card Account is entitled to participate in the Program at the date of commencement of the Program or the date when the Cardis 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.

B. ISSUANCE OF REWARDS POINTS

- 1. You will receive Points for purchases of goods or services for personal consumption charged on your Card while your Card Account is open and remains in good credit standing.
- 2. You will earn Points at the rate of 1 Point for every P30 retail spend. The computation is 3.33% of the amount charged for each eligible purchase made on the Card. Example: P5,000 x 3.33% = 167 Points.
- 3. Ways to earn more Points:
 - You will earn more Points at the rate of 3 Points for every P30 spend made at department stores and shopping boutiques (defined as clothing/shoes/accessories stores and similar stores) in the Philippines or overseas, whether in- store or online. Purchases made at department stores and shopping boutiques are defined by the merchant's credit card acquirer under the following merchant category codes: 5137, 5139, 5311, 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5691, 5699, 5941, 5948, 5999. The computation is 9.99% of the amount charged for each eligible purchase madeon the Card. Example: P5,000

x 9.99% = 500 Points.

- ii. You will also earn more Points at the rate of 3 Points for every P30 spend made at restaurants in the Philippines or overseas. Purchases made at restaurants are defined by the merchant credit card acquirer under the following merchant category codes: 5812 and 5813. The computation is 9.99% of the amount charged for each eligible purchasemade on the Card. Example: P5,000 x 9.99% = 500 Points.
- iii. You will also earn more Points at the rate of 3 Points for every P30 spend made at any Cebu Pacific Ticketing Office, Cebu Pacific Call Center or via the Cebu Pacific website. Cebu Pacific transactions are defined by the merchant transaction descriptions beginning with "CEBPAC", "CEBUPAC", "CEBU AIR", "CEB PAC", "CEBU PAC" and "CEBUAIR". The computation is 9.99% of the amount charged for each eligible purchase made on the Card. Example: P5,000 x 9.99% = 500 Points.
- 4. The Rewards Points earned from eligible transactions are rounded off to the nearest whole number.
- 5. Points accrue in your name only, but are earned through supplementary card usage as well.
- 6. Balance Transfer transactions; EasyCash transactions; 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 points. Unless otherwise specified, Cardholders are not entitled to earn points from any other categories of transactions.
- 7. 0% Installment for bank transactions earn points 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 points.
- 8. Points earned from straight retail transactions applied for conversion under 0% Installment after purchase will be deducted from your Card account upon conversion. These Points 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 Points.
- 9. EasyCharge charges up to P100,000 per transaction will earn Points, except for Maynilad, Meralco, PLDT and VECO transactions whichwill earn Points only for charges up to P20,000 per transaction. Any amount in excess of said caps will not earn Points.
- 10. All Maynilad, Meralco, PLDT and VECO bills paid via UnionBank Online or the UnionBank Mobile App will earn Rewards Points for total charges of up to P20,000 per merchant per statement cycle. Meanwhile, you will earn Rewards Points for payments of up to P100,000per merchant per statement cycle for Digitel, ICC, Bayantel, Globe Telecom, Sky Cable/Home Cable and Smart. Any amount in excessof said caps will not earn Points.
- 11. All transactions related to the issuance of points, miles, or rebates are subject to the UnionBank Rewards Program Terms and Conditions. Please visit the Unionbank Online www.unionbankph.com to view the full Terms and Conditions.

C. REDEMPTION OF POINTS

General Rules on Redemption

- 1. Provided that your Card Account is in good standing as determined by Bank and your Card Account has sufficient Points, you are entitled to redeem any one or more of the Rewards, based on the required amount of Points, via the redemption channels that Bankhas identified.
- 2. Once the redemption has been processed, the request cannot be revoked or cancelled and the Points cannot be transferred backinto your Card Account.
- 3. For the redemption of annual membership fee waivers, cash credits, FFP miles and LP points, you may visit the UnionBank Online site at www.unionbankph.com. All transactions related to the redemption of points, miles, or rebates on the UnionBank online are subject to the UnionBank Rewards Program Terms and Conditions. Please visit the UnionBank Online at www.unionbankph.com to view the full Terms and Conditions.

Pay With Points

- 4. Bank may from time to time send you an SMS that will allow you to redeem your Points to offset the full or partial amount of your retail spend at merchants.
- 5. You may refer to the link in the Pay with Points SMS you receive for the number of Points required to redeem and offset a portion or the entire amount of the corresponding transaction you have made.
- 6. Once the redemption has been processed, the request cannot be revoked or cancelled and the Points cannot be transferred back into your Card Account.
- 7. If the redemption is successful, you will see a credit adjustment on your next statement of account that corresponds to the amount of points you have redeemed.
- 8. The merchant's Return/Exchange Policy remains applicable for the purchased item or service.

Frequent Flyer Programs (FFP) or Loyalty Programs (LP)

9. Bank will from time to time enter into agreements with FFPs and LPs so that you may use your Points to redeem FFP miles or LP points. Bank shall have absolute discretion in choosing FFPs and LPs to participate in the Program and will inform you of participating FFPs and LPs.

- 10. You agree that you must already be a member of the FFP or LP before you can use your Points to redeem FFP miles or LP points.
- 11. You understand that usage of your Points to redeem FFP miles or LP points will be subject to such terms and conditions as may beimposed by Bank and/or the respective FFP or LP.
- 12. You agree that you may transfer your Points from your Card Account into any one or more FFP or LP accounts in your name only (and not in anyone else's name). For the redemption to be processed successfully, you should ensure that your name on the Card Account exactly matches your name on the FFP or LP account.
- 13. Please allow 1 to 2 weeks for the crediting of miles into your FFP or LP account. Bank reserves the right to extend the processing time without notice. You should check your FFP or LP account or contact the respective FFP or LP after such processing period for an update on your redemption request.
- 14. In the event of an unsuccessful redemption request, the Points will be credited back to your Card Account
- 15. You may redeem FFP miles or LP points for flight award tickets, flight upgrades and/or rewards in accordance with the procedures, rules and regulations of their respective FFP or LP. Bank shall not be liable for any changes made by the respective FFP or LP on the terms of the applicable program for which you may suffer any loss or inconvenience or for your inability or failure to use the FFP miles or LP points to redeem flight award tickets, flight upgrades and/or rewards for whatever reason, including for the expiry of any FFP miles or LP points that were redeemed from Points. Bank does not make any representation and/or warranty on the FFP miles or LP points redeemed by you nor accept any liability for expenses, losses or damages which you may incur as a result of using the FFP miles or LP points. Any and all dispute/s arising from or in connection with the use of or inability to use the FFP miles or LP points shall be settled between you and your FFP or LP.
- 16. The participating FFPs or LPs in the Program are subject to change without prior notice.
- 17. Any applicable taxes and other charges are your responsibility.

Annual Membership Fees

- 18. You may use your Points to pay for your Annual Membership Fee, provided that there is straight retail spend reflected in the samestatement of account in which the Annual Membership Fee was charged. There is no minimum spend requirement for as long as youhave enough points to offset your Annual Membership Fee.
- 19. You may only use your Points 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.

Cash Credits

- 20. 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.
- 21. 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.
- 22. The cash credit redeemed is not considered a payment to your Card Account and cannot be used to offset the Minimum AmountDue, 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.

3. GENERAL POLICIES

- 1. Any remaining Points shall immediately cease to be valid and be forfeited upon the occurrence of any of the following:
 - a. The cancellation of your Card, whether by You or the Bank; or
 - b. The conversion of your Card to any other UnionBank Credit Card; or
 - c. Card Account becomes a Delinquent Account.
- 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 Points then accrued shall automatically be forfeited immediately after the voluntary or involuntary cancellation of your Card.
- 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.
- 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 Points to be credited or to otherwise vary the basis of calculation of Points.
- The accumulation and usage of Points 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 Points indicated on the statement of account are considered correct.

- 6. Rewards 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. Rewards points, including accelerated /bonus points, 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.
- 7. Where Points have been credited to your Card Account and/or used or redeemed before the purchase/transaction for which such Points were earned is debited, Bank will debit your Card Account for the credited Points. Bank shall be entitled to debit such Points even if such debiting causes your Card Account to have a negative Points balance.
- 8. Bank reserves the right to suspend or exclude you from participating or continuing to participate in the Program if:
 - a. In Bank's opinion you have in any way breached these Terms and Conditions and the terms and conditions in the UnionBank Card Agreement; or
 - b. In Bank's opinion, you conduct your Card Account in a manner inconsistent with the object and intent of the Program.
- 9. Transfer of Points from an expired or closed Card Account to a current Card Account, as well as transfer of Points to any other person, will not be allowed.
- 10. If you availed of debt restructuring, rewrite and other collection programs for your Card Accounts, any unused Points shall remain forfeited despite eventual payment of your Card Account.
- 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.
- 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.
- 13. You agree that your redemption using your Points warrants your acceptance of the Program and any applicable terms and conditions.
- 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.
- 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 Points. 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.
- 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.
- 17. Bank's records of all matters relating to the Program shall be conclusive and binding on you.
- 18. Any request for adjustment of Points is subject to Bank's approval at Bank's absolute discretion.
- 19. Bank is entitled, for any reason at any time, without liability or prior notice, to suspend the calculation, accrual or redemption of Points, to rectify any errors in the calculation, or otherwise adjust such calculation.
- 20. Bank may, at any time and without notice, cancel or terminate the Program.
- 21. Fraud, abuse or any unauthorized action relating to the earning or redemption of Points may result in forfeiture of Points, disqualification from the Program, suspension or cancellation of your Card privileges or the charging of the full cost of the Points. The taking of such measures shall be without prejudice to any legal action that Bank may take.
- 22. All questions or disputes regarding eligibility for the Program or eligibility of Points 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.
- 23. 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.

- 24. The terms and conditions of the UnionBank Credit Card Agreement shall likewise apply; you must strictly abide by the same.
- 25. The terms and conditions of the UnionBank Credit Card Agreement shall apply to all UnionBank Rewards Card, and in the event of any conflict or discrepancy between the terms and conditions of the UnionBank Card Agreement and the terms set out herein, the terms set out herein shall prevail insofar as the Program is concerned.
- 26. The Bank may assign any or all of its rights and obligations under these Terms and Conditions to a third party by giving at least thirty (30) days written notice to you prior to the effectivity of such assignment. Any assignment made by the Bank shall not affect in whatever form any of your accrued rights and obligations under these Terms and Conditions.
- 27. Revisions, modifications, amendments, and supplements to these Terms and Conditions, which shall form an integral part hereof are deemed binding upon notice to you, whether in writing, by display or posting in the Bank's premises, website, and other channels, or by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable, and will take effect in accordance with these Terms and Conditions and applicable rules and regulations.
- 28. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any legal action or proceeding arising out of or connected with these Terms and Conditions shall be brought only in the proper courts of Pasig City.
- 29. You agree that these Terms and Conditions may be electronically signed, and that any electronic signatures appearing on these Terms and Conditions or such other documents are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility. You likewise agree on the use of an electronic form of recording and storing of these Terms and Conditions, and that these Terms and Conditions in electronic form, and the electronic signatures appearing here are binding and enforceable against you.
- 30. The Points obtained as a result of your private transactions should have no taxation consequences. You will be responsible for whatever tax implications may arise out of the ultimate treatment of the Points.

4. DATA PRIVACY AND CUSTOMER CHANNELS

You agree that your application, maintenance, or continued use of any of the Bank's products and services shall be your acceptance and agreement to be bound by the provisions of the Bank's Data Privacy Statement (DPS) found at <u>https://www.unionbankph.com/privacy-security</u>. You agree to authorize the Bank to collect, use, and share Personal Data (as defined under the Data Privacy Law of 2012 and its implementing rules and regulations), customer data, and account or transaction information or records (collectively, the "Information") provided, and where permitted by law, to share it with: (i) Aboitiz and Company, Inc.; (ii) Aboitiz Equity Ventures; and the (iii) Bank, including their respective subsidiaries and affiliates (collectively, the "Aboitiz Group") for cross-selling and for the following purposes: (a) purposes as set out in the DPS in force; (b) to identify and inform you of products and services provided by the Aboitiz Group that may be of interest to you; (c) for compliance to any law, regulations, government requirement, treaty, agreement, policy or as required by or for the purpose of any court legal process, examination, inquiry, audit, or investigation of any authority. This applies notwithstanding any non-disclosure agreement.

Your needs and feedback are important to Us and if you have any questions or concerns, you may reach us through any of Our channels below. For our social media channels, a representative will get back to you within 24-48 hours from the time we receive your question or concern.

- Phone: for +63 2 8841 8600
- E-mail: customer.service@unionbankph.com.
- Facebook Messenger: m.me/unionbankph.com
- Twitter: twitter.com/unionbankph

In the event that your concern requires an investigation, you agree to provide Us with all information We need, and consent to the use and processing of the information you provide, to enable Us to expediently address your query. You also allow the Bank to disclose information you may have provided to third parties, if necessary to address your concern

> Union Bank of the Philippines is regulated by the Bangko Sentral ng Pilipinas <u>https://www.bsp.gov.ph</u>