

## UnionBank S&R Credit Card Program Terms and Conditions

### 1. DEFINITIONS

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

“**Bank**” means UnionBank of the Philippines;

“**Card**” or “**Credit Card**” means the UnionBank S&R Visa Platinum Card issued by the Bank and includes a supplementary card where the context requires one;

“**Card Account**” means the account maintained with Bank in respect of the Card;

“**Program**” means the UnionBank S&R Credit Card Program;

“**Purchase**” means a purchase of any goods or services by the use of the Card and may include any card transaction as may be determined by the Bank;

“**Rebates**” means the cash rebate earned through usage of the UnionBank S&R Visa Platinum Card as specified in these Terms and Conditions which may be used to redeem S&R vouchers or other privileges as may be determined by the Bank in its absolute discretion. The Bank reserves the right to amend, increase or decrease the cash rebate earned through usage of the Card, privileges granted and/or manner of redemption at the Bank’s sole discretion;

“**Merchant Category Code**” or “**MCC**” means the four-digit number classification of each merchant establishment as determined by the acquiring bank based on the nature of merchant’s business, as defined by VISA/MasterCard;

“**Merchant ID**” or “**MID**” means the identifier assigned to specific S&R membership clubs by its credit card acquirer. The acquirer is the acquiring entity that provides credit card payment facilities used by S&R and processes the credit card transaction. MIDs that are qualified for Card rebates are determined and provided by S&R and/or its acquirer to the Bank;

“**Outstore Spend**” means purchases outside of S&R membership clubs, outside of S&R terminals, and outside of e-commerce sites with qualified Merchant IDs, such as dining, shopping, travel, and utility payments.

“**Statement Cycle**” means the period from Your Card statement date of the current month to one (1) day prior to the statement date of the following month;

“**You, Your**” means the principal cardholder, who is the person in whose name the Card Account is maintained. This term may also include the supplementary cardholder where the context requires.

### 2. PARTICIPATION

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 the Bank in its sole discretion.

### 3. GENERAL PROGRAM MECHANICS

- 3.1 You will receive Rebates on eligible transactions and will be credited to Your Card account at the following rates for purchases charged by Your 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.
- (a) 3% Rebate on purchases made in S&R membership clubs. Qualified purchases are those made through S&R terminals or e-commerce sites with qualified Merchant IDs. Purchases done through delivery partners or S&R Quick Service Restaurants (QSRs) outside of membership clubs are not qualified for this rebate.
  - (b) 1% Rebate on Shopping and Dining. Qualified purchases are those made at department stores, shopping boutiques and restaurants as defined by the merchant's credit card acquirer under the following MCCs: 5137, 5139, 5311, 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5691, 5699, 5941, 5948, 5999, 5812 and 5813.
  - (c) 0.5% Rebate on all other retail spend. Other retail spend means purchases outside of S&R membership clubs as defined in (3.1a) and outside of Shopping and Dining as defined in (3.1b)
- 3.2 There is no cap on the Rebates mentioned directly above and earned Rebates do not expire.
- 3.3 The Rebate shall be computed per transaction and rounded off to the nearest peso.
- 3.4 The Bank reserves the right to amend, increase or decrease the Rebate earned through usage of the Card, privileges granted and/or manner of redemption at the Bank's sole discretion. These changes will take effect on the effectivity date specified in the notice, regardless of the chosen notification method. The Bank may notify you in writing, through displays or postings in our premises, website, or other channels, via electronic means like email and SMS, or any other suitable method Bank deems appropriate.
- 3.5 Charges which are not eligible to earn Rebates include, but are not limited to, UnionBank Easy Transfer transactions, UnionBank Easy Cash transactions, UnionBank EasyBill 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, You are not entitled to earn Rebates from any other categories of transactions.
- 3.6 In determining the rate of the Rebate to be earned for a particular purchase, the Bank shall be bound by the MCC and Merchant ID assigned by the merchant's credit card acquirer. The Bank does not assign or have any control over MCC and merchant descriptions. MCCs may change from time to time. When you make a purchase at a merchant, the Bank is provided the MCC for that merchant and if the MCC and or/ merchant description matches the categories that earn the Rebates, you will earn the Rebates. Since the Bank does not control what MCC and/or Merchant ID a merchant is assigned, at times a purchase that you think fits a certain category may not earn Rebates.
- 3.7 The Rebates shall accrue in Your name only, but shall be earned through supplementary card usage on eligible transactions as well.
- 3.8 UnionBank 0% Installment and UnionBank 0% Installment 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.

- 3.9 Rebates earned from straight retail transactions applied for conversion under UnionBank 0% Installment 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.
- 3.10 As PayBill (auto enrollment of biller) charges up to P100,000 per transaction will earn rebates, except for Maynilad, Meralco, PLDT and VECO transactions which will earn rebates only for charges up to P20,000 per transaction. Any amount in excess of said caps will not earn rebates.
- 3.11 All Maynilad, Meralco, PLDT and VECO bills paid via UnionBank Online or the UnionBank Mobile App will earn rebates for total charges of up to P20,000 per merchant per statement cycle. Meanwhile, you will earn rebates for payments of up to P100,000 per merchant per statement cycle for Digitel, ICC, Bayantel, Globe Telecom, Sky Cable/Home Cable and Smart. Any amount in excess of said caps will not earn rebates.

#### **4. REDEMPTION**

- 4.1 You can convert Rebates by redeeming S&R vouchers that can be used against purchases at S&R membership clubs. S&R vouchers can be redeemed at a minimum of P500 and in increments of P1,000 through the redemption channels that the 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.

#### **5. WELCOME GIFT**

- 5.1 New-to-bank primary S&R cardholders, who will spend at least P10,000 within sixty (60) calendar days of Card approval date, are entitled to receive a one-time reward of P1,500 voucher or worth of Rebates, which can then be converted manually by the cardholder into S&R vouchers via the UnionBank Online app.
- 5.2 The Welcome Gift in the form of voucher or Rebates worth P1,500 will be rewarded within sixty (60) business days after meeting the spend requirement.
- 5.3 Transactions that qualify for the spend requirement are straight purchases, PayEasy purchases, cash advance transactions, bills payment and online purchases that are successfully posted during the given sixty (60) day period. UnionBank Easy Transfer transactions, Easy Cash transactions and EasyBill transactions shall not qualify for the spend requirement.
- 5.4 Cardholders that are currently employed by the Bank and S&R are automatically excluded from receiving the Welcome Gift.

#### **6. PIZZA GIFT**

- 6.1 Primary S&R cardholders will receive an S&R voucher or Rebate for every P30,000 cumulative spend outside S&R membership clubs, outside of S&R terminals, and outside of e-commerce sites with qualified Merchant IDs.
- 6.2 The value of the S&R voucher or Rebate will match the amount of one (1) S&R Whole Cheese Pizza, as determined by S&R and the Bank.
- 6.3 The Pizza Gift is capped at four (4) pizza redemptions per year for each cardholder. The yearly cap and spend requirement is reset every card anniversary based on the Card approval date.

Example: For a cumulative outstore spend of P60,000 for the year, You will be entitled to two pizza rewards in the form of an S&R voucher or equivalent amount as Rebate. The value of the S&R voucher or Rebate will match the amount of one (1) S&R Whole Cheese Pizza, as determined by S&R and the Bank.

6.4 Transactions that qualify for the spend requirement are straight purchases, PayEasy purchases, cash advance transactions, bills payment and online purchases transacted and subsequently posted during the given period based on the Card approval date. UnionBank Easy Transfer transactions, Easy Cash transactions and EasyBill transactions shall not qualify for the spend requirement.

6.5 The Pizza Gift in the form of an S&R voucher or Rebate will be rewarded after meeting the cumulative outstore spend requirement. Distribution of applicable S&R vouchers will be on a quarterly basis.

## **7. S&R MEMBERSHIP FEE CHARGING**

Cardholders will automatically be charged for their S&R membership fee, either for Gold or for Business, on their membership expiry date. The amount of S&R membership fee will be based on the prevailing fee at the date of charging, as determined by S&R. The charging date will be based on when the S&R membership was opened or last renewed and not when the Credit Card was issued.

## **8. GENERAL POLICIES**

8.1 Any remaining Rebate, including Rebates pending credit into the account of the Cardholder, shall immediately cease to be valid and be forfeited upon the occurrence of any the following:

- (a) The cancellation of the Card for any cause whether by You or the Bank; or
- (b) The conversion of the Card to any other UnionBank Card; or
- (c) 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 Terms and Conditions governing the issuance and use of the UnionBank Credit Card; or
- (d) The cancellation of the S&R Membership.

8.2. If Your Card is terminated at any time for any reason, whether by You or the Bank, You 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.

8.3. Rebates earned from the use of a supplementary card shall be credited to You as the principal cardholder. If a supplementary Card is terminated at any time for any reason, You may still participate in the Program, provided that the primary 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, 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. You

will be notified of such changes through the Statement of Account and get updates through the UnionBank Customer Channels listed below.

- 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. The Bank reserves the right to suspend or exclude the Cardholder from participating or continuing to participate in the Program and shall notify You accordingly if:
- (a) In its opinion the Cardholder or supplementary Cardholder has in any way breached the UnionBank S&R Credit Card Program Terms and Conditions or the Terms and Conditions Governing the Issuance and Use of UnionBank Cards issued by the Bank.; or
  - (b) In its opinion the Cardholder conducts his/her Card account in a manner inconsistent with the object and intent of the UnionBank S&R Credit Card Program.
- 8.9. Transfer of Rebates from an expired or closed Card account to a current Card account will not be allowed.
- 8.10. 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.
- 8.11. Bank may at any time vary, modify or amend the terms and conditions of the Program. These are deemed binding upon sixty (60) days notice to You, or any such period as required by law, rules or regulations as applicable, 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, the Terms and Conditions Governing the Issuance and Use of UnionBank Credit Card, and applicable rules and regulations .
- 8.12. While the Bank strives to fulfill all obligations under these Terms and Conditions, unforeseen circumstances may arise that prevent us from doing so. These circumstances, or Force Majeure, are considered beyond our reasonable control, may include, but are not limited to, the failure of machines or communication systems, industrial disputes, acts of war, natural disasters, or actions by third parties. In such instances, while the Bank cannot be held accountable for any resulting delays or disruptions, the Bank remains committed to minimizing any inconvenience caused and will take all necessary steps to restore full service as rapidly as possible.
- 8.13. You agree that Your redemption using Your Rebates warrants Your acceptance of the Program and any applicable terms and conditions.

- 8.14. Goods, services, benefits arrangements or other privileges are between You and the third party provider. Third party provider is responsible to You for the quality or performance of such goods, benefits, arrangements or other privileges redeemed from or supplied by any merchant, service provider 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. Since the Bank is not privy to Your transactions with these third parties, 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.
- 8.15. You hereby authorize Bank to disclose information regarding Yourself and Your Card Account in accordance with the Bank's Data Privacy Statement, to such third parties as Bank deems necessary for the purposes of the Program.
- 8.16. In the absence of fault, gross negligence or willful misconduct solely and exclusive attributable to the Bank, and without prejudice to any questions or disputes You may have, Bank's records of all matters relating to the Program shall be conclusive and binding on You.
- 8.17. Any request for adjustment of Rebates is subject to Bank's approval at Bank's absolute discretion.
- 8.18. Bank is entitled to suspend the calculation, accrual or redemption of Rebates, to rectify any errors in the calculation, or otherwise adjust such calculation. These shall be communicated to You by electronic means such as electronic mail and short messaging services, or such other methods of communication which the Bank may deem suitable. You may also get updates by through the UnionBank Customer Channels listed below.
- 8.19. Bank may, cancel or terminate the Program. In the event that the Bank cancels or terminates the Program, the Bank shall notify You prior to effectivity of such cancellation or termination
- 8.20. 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. All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by Bank and Bank's decision on all matters relating to the Program shall be communicated to You and shall be final and binding on You.
- 8.21. The Bank is committed to providing clear and transparent communication, so You are informed of the limits of our liability. In no event will the 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 regardless of who is affected. This applies in all situations, whether based on contract, tort, negligence or otherwise in connection thereof, even if Bank has been advised of the possibility of such damages in advance.
- 8.22. The terms and conditions governing the issuance and the use of the UnionBank Credit Card shall likewise apply to the UnionBank S&R Credit Card and these Terms and Conditions and You agree to strictly abide by the same. In the event of any conflict or discrepancy 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**

The Cardholder agrees that his application, maintenance, or continued use of any of the Bank's products and services shall be his acceptance and agreement to be bound by the provisions of the Bank's Data Privacy Statement (DPS) found at <https://www.unionbankph.com/privacy-security>. The Cardholder agrees 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. ; Aboitiz Equity Ventures; and the 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 the Cardholder of products and services provided by the Aboitiz Group that may be of interest to the Cardholder; (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 The Cardholder agrees 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 (iii) the 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 the Cardholder of products and services provided by the Aboitiz Group that may be of interest to the Cardholder; (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.

### UnionBank Customer Channels

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

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

In the event that Your concern requires an investigation, You agree to provide Bank with all information needed, and consent to the use and processing of the information You provide, to enable Bank 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.

### BSP Regulated Entity

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