UnionBank Mercury Card Program
Terms and Conditions

1. **DEFINITIONS**

In these terms and conditions, unless the context otherwise requires:

"Bank" means UnionBank of The Philippines;

"Card" means the UnionBank Mercury Card issued by us and includes a supplementary card/s where the context requires;

"Card Account" means the account maintained with us in respect of the Card;

"Health, Beauty, and Wellness Merchants" refers to retail outlets that are tagged by the merchant's credit card acquirer under one of the following Merchant Category Codes:

Merchant Category Code	Description
4119	Ambulance Services
5655	Sports Apparel, and Riding Apparel Stores
5940	Bicycle Shops–Sales and Service
5941	Sporting Goods Stores
5975	Hearing Aids–Sales, Service, Supply Stores
5976	Orthopedic Goods–Artificial Limb Stores
5977	Cosmetic Stores
7230	Barber and Beauty Shops
7297	Massage Parlors
7298	Health and Beauty Spas
7911	Dance Halls, Schools, and Studios
7941	Athletic Fields, Commercial Sports, Professional Sports Clubs, Sports Promoters
7992	Golf Courses, Public
7997	Clubs–Country Clubs, Membership (Athletic, Recreation, Sports), Private Golf Courses

8011	Doctors
8021	Dentists and Orthodontists
8031	Osteopathic Physicians
8041	Chiropractors
8042	Optometrists and Ophthalmologists
8043	Opticians, Optical Goods, and Eyeglasses
8049	Chiropodists, Podiatrists
8050	Nursing and Personal Care Facilities
8062	Hospitals
8071	Dental and Medical Laboratories
8099	Health Practitioners, Medical Services

“Merchant Category Code”, “MCC” is a four (4)-digit number assigned to a merchant/business by the merchant’s credit card acquirer. The acquiring entity provides the credit card payment facilities used by the merchant and it determines and applies (with respect to the account), the MCC which in its view best describes the merchant activity. UnionBank of the Philippines, is understood to be references to Union Bank of the Philippines does not determine the merchant’s MCC;

“Merchant Description” is a name or description assigned to a merchant/business by the merchant’s credit card acquirer.

"Points" means the points earned through usage of the Card as specified in these Terms and Conditions;

"Program" means this UnionBank Mercury Card Rewards Program;

"Purchase" means a purchase of any goods or services for personal consumption by the use of the Card and may, at the Bank's absolute discretion, include any Card transaction as may be determined by the Bank;

“Qualified Mercury Drug Purchase/s” is/are purchase/s using the Card at Mercury Drug branches where the merchant description has the prefix “MERCURY” or “MDC”, andwhere the merchant category code/MCC used is 5912 - Drugstores and Pharmacies. A transaction or purchase that does not fall under this category will not qualify for Points;

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

"We, Our, Us" means UnionBank of the Philippines; and

"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

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 us in our sole discretion.

3. ISSUANCE OF POINTS

3.1. You will receive Points for purchases of any goods or services for personal consumption charged on your Card while your Card Account is open and remains in good credit standing.

3.2. You will earn one (1) Point for every Php 200.00 spend. The computation is 0.50% of the amount charged for each eligible purchase made on the Card. Example: Php 5,000.00 x 0.50% = 25 Points.

3.3. Ways to earn more Points:

3.3.1. You will earn five (5) Points for every Php 200.00 spend on Qualified Mercury Drug Purchase/s for a particular statement cycle, subject to a cap of 8,000 Points per statement cycle ("5x Points Multiplier Cap"). The computation of the 5x Points multiplier is 2.50% of the amount charged for each eligible purchase made on the Card. Example: Php 5,000.00 x 2.50% = 125 Points. If the 5x Points Multiplier Cap is met at any time within the statement cycle, you will continue to earn Points at the rate of one (1) Point for every Php 200.00 spend on Qualified Mercury Drug Purchase/s. The Points will be credited to your Card Account on your statement date.

3.3.2. You will earn three (5) Points for every Php 200.00 spend on Health, Beauty, and Wellness Merchants. These purchases must be denominated in Philippine Pesos under currency number 608. The computation is 2.50% of the amount charged for each eligible purchase made on the Card. Example: Php 5,000.00 x 2.50% = 125 Points.

3.3.3. You will earn three (3) Points for every Php200.00 of foreign currency spend, whether overseas or online. Foreign currency purchases must be denominated in a currency other than Philippine Pesos. The computation is 1.50% of the amount charged for each eligible purchase made on the Card. Example: For foreign currency spend equivalent to Php 5,000 x 1.50% = 75 Points.

3.3.4. For PayDirect transactions, you will earn Points at the rate of 1 Point for every Php400 PayDirect spend. The computation is 0.25% of the amount charged for each eligible PayDirect transaction made on the Card. Example: Php4,000 x 0.25% = 10 Points.

3.4. You will earn 300 Points on your first Qualified Mercury Drug Purchase meeting the minimum single receipt purchase of Php 300.00.

3.5. Points earned from eligible transactions are rounded-off to the nearest whole number.

3.6. Points accrue in your name only, but are earned through supplementary card usage as well.

3.7. Charges which are not eligible to earn Points include, but are not limited to, cash advance transactions, refunded transactions, disputed transactions, transactions arising from a compromised card or from fraud, all fees and charges (annual membership fees, interest charges, cash advance charges, any other form of service/miscellaneous fees), traveller's check or casino chip purchases and other unacceptable transactions, and non-personal transactions. EasyTransfer, EasyBill (also known as Balance Conversion), and EasyCash (also known as Call for Cash/Click for Cash) availments do not earn Points unless otherwise stated.

3.8. PayEasy transactions earn Rewards Points for the portion of the principal of the monthly installment amount billed on your statement of account. Interest charges will not be entitled to earn Rewards Points.

3.9. Points earned from straight retail transactions applied for conversion under PayEasy 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.

3.10. PayBill (auto-charge) charges up to P100,000.00 per transaction will earn Rewards Points, except for Maynilad, Meralco, PLDT and Visayan Electric Company (VECO) transactions which will earn Rewards Points only for charges up to P20,000.00 per transaction. Any amount in excess of said caps will not earn Rewards Points.

3.11. All Maynilad, Meralco, PLDT and Visayan Electric Company (VECO) Pay Bill transactions 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 P100,000 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 Points.

3.12 Points 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. 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.

4. REDEMPTION OF POINTS

4.1. Provided that your Card account is in good standing as determined by us and your Card account has sufficient Points, you are entitled to redeem your Points at the conversion rate of one (1) Point for one (1) Philippine Peso.

4.2. Points can be redeemed via the following channels: UnionBank Online site at www.unionbankph.com.

4.3. You may use your Points to redeem cash credits that you can use to offset the purchases on your Card as reflected in your latest statement of account. However, the cash credit redeemed is not considered a payment to your Card account and you would still need to pay the amounts billed on your Card.

4.3.1. Please allow one (1) week for the processing of the cash credit request. The cash credit will be reflected on your next statement of account.

4.3.2. 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.

4.4. We reserve the right to extend the processing time of the Points redemption without notice.

4.5. Redeemed Points are not exchangeable for other goods or services, nor refundable, replaceable, or transferable for cash or credit under any circumstances.

5. GENERAL

5.1. Any remaining Points, including Points pending credit into the Card account, shall immediately cease to be valid and be forfeited upon the occurrence of any of the following:

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

5.1.2. The conversion of your Card to any other UnionBank credit card; or

5.1.3 Your breach of the UnionBank Card Agreement, including, but not limited to, non-payment of the Minimum Amount Due, the Overlimit Amount, if any, and the Past Due Amount, as applicable, on your statement of account; or when your Card account ceases to be in good credit standing.

5.2. 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.

5.3. 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.

5.4. The Bank may, from time to time, in Bank's absolute discretion, amend the categories of transactions that earn Rebates, revisit Card Transactions, charges or retail purchases when calculating Rebates to be credited, or otherwise vary the basis of calculation of Rebates. 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.

5.5. The accumulation and usage of Points shall be reflected on your statement of account. Unless we hear from you within 30 calendar days from the date of your statement of account to report any error or discrepancy in your statement of account, the Points indicated on the statement of account are considered correct.

5.6. 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.

5.7. 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 charged back, we will debit your Card account for the credited Points even if the debiting causes your Card Account to have a negative Points balance.

5.8. We reserve the right to suspend or exclude you from participating or continuing to participate in the Program if:

5.8.1. In our opinion you have in any way breached these Terms and Conditions and the terms and conditions in the UnionBank Card Agreement; or

5.8.2. In our opinion, you conduct your Card account in a manner inconsistent with the object and intent of the Program.

5.9. 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.

5.10. 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.

5.11. 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 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, the Terms and Conditions Governing the Issuance and Use of UnionBank Credit Card, and applicable rules and regulations.

5.12. While we strive 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.

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.

5.13. You agree that your redemption of Points constitutes your acceptance of the Program and any applicable terms and conditions.

5.14. You agree that by redeeming your Points, you are providing your explicit consent to UnionBank's Data Privacy Terms (Consent for Processing, Profiling, and Sharing of Data and Information and Data Privacy Statement). You further authorize us to disclose information regarding yourself and your Card account to such third parties as we deem necessary for the purposes of the implementing and fulfilling the Program.

5.15. Our records of all matters relating to the Program shall be conclusive and binding on you.

5.16. Any request for adjustment of Points is subject to our approval at our absolute discretion.

5.17. We are 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.

5.18. We may, at any time and without notice, cancel or terminate the Program or withdraw, cancel, or invalidate any Points already issued.

5.19. 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 we may take.

5.20. All questions or disputes regarding eligibility for the Program or eligibility of Points for redemption will be resolved by us at our sole discretion.

5.21. Our decision on all matters relating to the Program shall be final and binding on you.

5.22. To the fullest extent permitted by law, in no event will we or any of our 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) however arising, whether in contract, tort, negligence, or otherwise in connection with the incident, even if we have been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

5.23. The terms and conditions of the UnionBank Card Agreement shall continue to apply; you must strictly abide by the same. In the event of any conflict or discrepancy between the UnionBank Card Agreement and these Terms, these Terms shall prevail insofar as the Program is concerned.

6. TAXATION OF POINTS

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.

7. 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.; (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 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.

8. 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: +63 2 8841 8600
- UnionBank Online App: Mailbox > Support > Create New Ticket
- Facebook Messenger: m.me/unionbankph
- X (formerly Twitter): x.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 https://www.bsp.gov.ph.

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