



Citi Cash Back Card Program Terms and Conditions:

Version: March 2020

1. DEFINITIONS

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

"**Bank**" means Citibank N.A., 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 the 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;

"**Program**" means the Citi Cash Back Program; and

"**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.

2. PARTICIPATION

2.1 A Cardholder whose Card account is open and remains in good credit standing, as determined by the Bank in its sole discretion, is entitled to participate in the Program at the date of commencement of the Program or the date when the Card is issued to him/her, whichever is later.

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 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; 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 If a supplementary card is terminated at any time for any reason, the primary Cardholder will not be disqualified from participating in the Program.

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 Citibank N.A.; 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 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 Purchases made on Citi Balance Transfer, Citi Speed Cash, refunded, disputed, unauthorized or fraudulent retail transactions, cash advance, 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 PayLite 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 The Program will have an earning cap of P1,000 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.

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

3.8 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.

3.8.1 To redeem cash credits, you may log on to www.citibank.com.ph/thankyou.

3.9 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.

4. OTHER CONDITIONS

4.1 The Bank may at any time vary, modify or amend the terms and conditions of the Program as it may, in its absolute discretion, think fit, and the Cardholder shall be bound by such variations and amendments.

4.2 Fraud and abuse relating to the earning or redemption of Rebates may result in forfeiture of Rebates.

4.3 Without prejudice to any of the Bank's rights and remedies, the Bank is entitled, at any time, in its absolute discretion and without giving any reason or notice, to terminate the Program or withdraw, cancel or invalidate any reward and/or Rebate already issued.

4.4 The Bank is not liable if it is unable to perform its 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 the control of the Bank, its agents or any third party. The Bank shall not be responsible for any delay in the transmission to the Bank of evidence of retail purchases by the participating merchants or any other third party.

4.5 The Bank shall be entitled without liability to the Cardholder or any third party to extend any processing time for the card application or Rebate redemption.

4.6 Submission of the redemption warrants the Cardholder's acceptance of the Terms and Conditions.

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

4.8 The Bank shall not be obliged to recognize or replace any goods or services purchased using the rebates redeemed through the program that are lost, stolen or destroyed.

4.9 The Bank shall not make any representation and/or warranty on the Rebates offered under the Program. Furthermore, the Bank shall not in any way be liable to the Cardholder or any third party for any goods, services, benefits, arrangements or other privileges or the quality or performance of such goods, services, benefits, arrangements or other privileges redeemed from/supplied by any partner, service provider, merchant or any third party under/pursuant to the Program, including for any death, injury, loss of or damage to property, or consequential loss or damage of any nature that the Cardholder, and if applicable, any accompany person/s, may or has/have suffered arising from or out of the redemption of any Rebates or other Rewards. The Bank shall not be liable for Cardholders should they seek redress and direct any complaints or comments in respect of such goods, services, benefits, arrangements or other privileges to the respective partner, service provider, merchant or third party.

4.10 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.

4.11 The Bank's records of all matters relating to the Program shall be conclusive and binding on the Cardholder. The Bank is entitled, for any reason and 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.

4.12 The Bank's decision on all matters relating to the Program shall be final and binding on the Cardholder.

4.13 The Bank has taken and will take reasonable care to ensure that the information it publishes in relation to the Citi Cash Back Program is accurate.

4.14 All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by the Bank at its sole discretion.

4.15 The Terms and Conditions Governing the Issuance and Use of Citi Cards Issued by Citibank N.A., Philippines shall apply to the Card and in the event of any conflict or discrepancy between the Terms and Conditions Governing the Issuance and Use of Citi Cards and the terms set out herein, the terms set out herein shall prevail insofar as the Rebates program is concerned.

4.16 The Bank shall have the right at its sole and absolute discretion to vary, modify or amend the Rebates of the Program as stipulated in these Terms and Conditions, and such modifications and amendments shall be effective on such date or dates as shall be determined solely by the Bank.

4.17 The Bank hereby reserves the right at its absolute discretion to vary, delete or add to any of these Terms and Conditions from time to time. These Terms and Conditions may be modified, added, deleted or varied by the Bank by way of posting on the Website, or in any other manner deemed suitable by the Bank. The Cardholder agrees to access the Website at regular time intervals to view these Terms and Conditions and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions. The Cardholder agrees that their continued usage of the Card shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).

4.18 The Bank shall not be liable for any default due to any act of God, war, riot, strike, lockout, industrial action, fire, flood, drought, storm, technical or system failures or any event beyond the reasonable control of the Bank.

4.19 To the fullest extent permitted by law, 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 or 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 the Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.

5. TAXATION

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

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

6. CONSENT FOR PROCESSING, PROFILING AND SHARING OF DATA AND INFORMATION

Please read these provisions (the "Consent") on Citi Processing, Profiling and Sharing of Data and Information thoroughly. Capitalized terms used herein shall have the meanings set forth in Citi's Data Privacy Statement (version 1, 3/31/2017), the terms of which are incorporated herein by reference. Citi's Data Privacy Statement ("Data Statement") can be viewed online at www.citibank.com.ph/DataPrivacyStatement.

The words "I", "Me" and "My" 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 Citibank, N.A. Philippine Branch (Citibank) or Citicorp Financial Services and Insurance Brokerage Philippines, Inc. (CFSI) or any other entity owned or controlled by Citigroup Inc. in the Philippines (collectively, "Citi"). The words "You" and "Your" refer to Citi.

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

I hereby agree that all 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") relating to me with you from time to time may be processed, profiled or shared to, by and between Citigroup Inc., and any of its affiliates and subsidiaries (collectively, "Citigroup") or each of the Authority (foreign or domestic) or Data Recipients (whether in or outside the Philippines) and for the purposes as set out in Citi's Data Statement in force provided by you to me 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. I acknowledge that such Information may be processed or profiled by or shared with jurisdictions which do not have strict data protection or data privacy laws.

6.2 I agree that the Data Statement from time to time in force shall in all respects apply in relation to my application, account and any matter arising therefrom or incidental thereto. I agree that the Data Statement is deemed to be incorporated by reference into this Consent.

6.3 I understand and agree that I must provide you with such information as you may require from time to time to enable you 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.

6.4 I acknowledge that you may use voice recognition technology to collect and analyze my voiceprint biometric data for the purpose of identity verification when I give instructions through the phone.

6.5 I consent, in connection with any proposed novation, assignment, transfer or sale of any of your rights and/or obligations with respect to or in connection with my 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 you, of any and all Information which may be required in relation thereto.

6.6 I 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 my last existing account or relationship or that of the Relevant Individual as determined by you. Where you 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, I 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.

6.7 For any update, change, supplement, reconfirmation or remediation of the Data Statement and/or these consents, I hereby specifically authorize the following to accept the Data Statement and to provide the consents anew to you on my behalf in any acceptable form or evidence as determined by you:

- iii. any one of the accountholders in a joint account or relationship;
- iv. principal cardholder in a card account or relationship;
- v. any one of the security party or guarantor in a borrowing account or relationship;
- vi. company representative in an institutional or corporate client, a merchant party, a commercial card or prepaid card account or relationship; or
- vii. where any one of the above is not present as determined by you, any person as has been authorized by me to act on my behalf.

6.8 These provisions shall be in addition to, and not in substitution for, any other provision agreed to between Citi and me (whether before or after the date hereof) which gives broader rights of disclosure to Citi than contained herein.

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 supervised by Bangko Sentral ng Pilipinas with telephone number (632) 8708-7087. 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.