



MERCURY DRUG CITI CARD PROGRAM TERMS AND CONDITIONS

1. DEFINITIONS

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

"Card" means the Mercury Drug Citi 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. Citibank and UnionBank of the Philippines, its successor, and assign (hereafter, all references to Citi or Citibank N.A – Philippine Branch 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 Mercury Drug Citi Card Rewards Program;

"Purchase" means a purchase of any goods or services for personal consumption, including a purchase made online or over the internet, by the use of the Card. It may, in our absolute discretion and without prior notice, include any Card transaction as determined by us;

“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”, and where 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 Citibank, N.A. Philippine Branch and UnionBank of the Philippines, its successor, and assign (hereafter, all references to Citi or Citibank N.A – Philippine Branch is understood to be references to Union Bank 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: $\text{Php } 5,000.00 \times 0.50\% = 25 \text{ Points}$.

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: $\text{Php } 5,000.00 \times 2.50\% = 125 \text{ Points}$. 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 (3) 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 1.50% of the amount charged for each eligible purchase made on the Card. Example: $\text{Php } 5,000.00 \times 1.50\% = 75 \text{ Points}$.

3.3.3. You will earn three (3) Points for every Php 200.00 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 $\text{Php } 5,000 \times 1.50\% = 75 \text{ Points}$.

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. Citi Balance Transfer, Citi FlexiBill (also known as Balance Conversion), and Citi Speed Cash (also known as Call for Cash/Click for Cash) availments do not earn Points unless otherwise stated.

3.8. Citi PayLite installment transactions earn Points for the principal of the monthly installment amount billed on the statement of account. Any interest charges will not earn Points.

3.9. Points earned from straight retail transactions applied for conversion under Citi PayLite 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. Citi One Bill charges of up to Php 100,000.00 per transaction will earn Points, except for Maynilad, Meralco, PLDT, and VECO transactions which will earn Points only for charges of up to Php 20,000.00 per transaction. Any amount in excess of said transaction caps will not earn Points.

3.11. All Maynilad, Meralco, PLDT, and VECO bills paid via Citibank Online or the Citi Mobile App will earn Points for total payments of up to Php 20,000.00 per merchant per statement cycle. Meanwhile, you will earn Points for total payments of up to Php 100,000 per merchant per statement cycle for Bayantel, Globe Telecom, SKYcable/Home

Cable, and Smart/Sun bills paid via Citibank Online or the Citi Mobile App. 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:

4.2.1. Citi ThankYou Rewards site by logging on to www.citibank.com.ph/thankyou. All redemptions are subject to the terms of the Citi ThankYou Rewards Program.

4.2.2. Universal Pay with Points SMS and Microsite by clicking the link sent via SMS due to a recent Qualified Mercury Drug Purchase using the Card.

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 Citi credit card; or

5.1.3 Your breach of the Citi 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. For the avoidance of doubt, we are entitled, in our 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.

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 Citi 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. We reserve the right to vary, modify, or amend these Terms and Conditions from time to time and will notify you of these changes accordingly. The varied, modified, or amended Terms and Conditions will be posted on our Citi Website www.citibank.com.ph, or communicated in any other manner we deem suitable. You agree to access the Citi Website at regular time intervals to view these Terms and Conditions and to ensure that you are kept up-to-date with any changes or variations to these Terms and Conditions. You agree that your continued usage of your Card shall constitute acceptance of these Terms and Conditions (as modified and varied from time to time).

5.12. We are not liable if we are unable to perform our 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 our control or outside the control of our agents or any third party. We shall not be responsible for any delay in the transmission to us of evidence of retail spend by the participating merchants or any 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 Citi Card Agreement shall continue to apply; you must strictly abide by the same. In the event of any conflict or discrepancy between the Citi 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. DATA PRIVACY TERMS

CONSENT FOR PROCESSING, PROFILING, AND SHARING OF DATA AND INFORMATION (DATA PRIVACY TERMS).

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); and/or (vi) is designated as your signatory or representative (if the customer is an entity).

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.

Citibank, N.A., Philippine Branch has transferred ownership of its consumer banking business to Union Bank 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.

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