



SHELL CITI CARD PRODUCT PROGRAM TERMS AND CONDITIONS

1. DEFINITIONS

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

"Bank" or **"Citi"** means Citibank, N.A., Philippine Branch;

"Co-brand Card" or **"Card"** means the Shell Citi Gold and Platinum Visa/MasterCard, or other cobrand card issued by 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 person to whom a Co-Brand Card is issued, and refers to the primary cardholder, the person in whose name the card account is maintained. The term may also include the supplementary cardholder where the context requires;

"Rebates" means the cash rebate earned through usage of the Co-brand Card as specified in these Terms and Conditions;

"Program" means the Rebate Program;

"Purchase" means a purchase of any goods or services for personal consumption by the use of the Co-brand Card and may, at the Bank's absolute discretion and without prior notice, include any Card transaction as may be determined by the Bank;

"Statement Cycle" means the period from the statement date of the current month to 1 day prior to the statement date of the following month;

"Outstore Spend" means purchases outside of Shell fuel, outside of Auto Sweep RFID and Easytrip tollway load from accredited tollways, and outside of goods or services from car service and auto supply shops, such as dining, shopping, groceries and utility payments.

2. PARTICIPATION

2.1. A Cardholder whose Card account is open, active, 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 comes later.

2.2. If a primary Cardholder's Card is terminated at any time for any reason, whether by the primary Cardholder or by the Bank, the primary Cardholder and any supplementary Cardholders will be disqualified from participating in the Program and all unused Rebates then accrued shall automatically be forfeited immediately after the voluntary or involuntary cancellation of the Card.

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

2.3.1. the cancellation of the Card; or

2.3.2. the conversion of the Co-brand Card to any other Citi card, even another Co-brand Card, and no

- 2.3.3. refund, extension or compensation shall be given by the Bank; or
- 2.3.4. the delinquency of the Card account, or when the Card account ceases to be in good credit standing.

- 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 may still participate in the Program, provided that the primary Card account remains open, active and in good credit standing.
- 2.6. Unused Rebates of Cardholders who have availed of debt restructuring, rewrite and other collection programs for their Card accounts shall remain forfeited despite eventual payment of their Card 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. Citi 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 these Terms and Conditions or the Citi Card Agreement; 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 Program.
- 3.3. A Cardholder will receive Rebates that will be credited to his/her Card account at the following rates for Qualifying Purchases charged by him/her on his/her Card while the Card account is open, remains in good credit standing and complies with these terms and conditions; provided that the earning of Rebates shall be subject to the merchant category designation for the Purchase as clarified in clause 3.10; provided further that, Rebates earned shall be subject to the caps indicated in clause 3.6.
 - 3% Rebate on Qualified Purchases if the customer did not meet the required minimum Ten Thousand Pesos (Php 10,000) Outstore Spend per billing statement.
 - 5% Rebate on Qualified Purchases, on Auto Sweep RFID and EasyTrip tollway load from accredited tollways, and on goods or services from car service and auto supply shops using the Card, if the customer met the required minimum Ten Thousand Pesos (Php 10,000) Outstore Spend per billing statement.

Qualified Purchases are fuel purchases that are transacted at a Shell station where the merchant description has the prefix "Shell" and that the Card was swiped at the gas station cashier terminal (merchant category code "5541"). Anything that does not fall under this category will not qualify for a fuel rebate.

OUTSTORE SPEND PER STATEMENT CYCLE	SHELL FUEL REBATE	TOLL REBATE	CAR SERVICES / AUTO SUPPLY REBATE
Php 10,000 and above	5%	5%	5%
Below Php 10,000	3%	none	none

- 3.4. Citi's Balance Transfer availments, Speed Cash, Call For Cash transactions, Balance Conversion transactions, PayLite after Purchase conversion, cash advances, refunded, disputed, unauthorized or fraudulent retail 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, 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 instalment amount billed on the Statement of Account. Any interest charges will not be entitled to earn Rebates.
- 3.6. The Rebates that a Cardholder can earn shall be subject to the following caps:
 - a. Shell Citi Gold cards shall be subject to an annual Rebate earning cap of Ten Thousand Pesos (Php10,000) worth of Rebates for every calendar year.

- b. Shell Citi Platinum cards shall be subject to annual Rebate earning cap of Fifteen Thousand Pesos (Php15,000) worth of Rebates for every calendar year. If the above cap has been met anytime within a calendar year, the Cardholder will no longer earn Rebates, and will only begin earning Rebates again for his Purchases in the next calendar year.
- 3.7. The Rebates earned from eligible transactions are rounded-off to the nearest whole number.
- 3.8. The Cardholder can redeem a minimum of Php1 worth of Rebates and in increments of Php1. To qualify for redemption, the Cardholder must have accumulated purchases at participating Shell Gas Stations amounting to One Thousand Pesos (Php1,000) using the Co-brand Card within the statement cycle. Upon redemption, the equivalent peso value of the Rebates redeemed shall be credited to the Cardholder's account and reflected on the next billing statement. The Cardholder may redeem the Rebates earned on his/her Card account by logging on to www.citibank.com.ph/thankyou.
- 3.9. The Cardholder may use his/her Rebates to redeem cash credits to offset a portion of his/her outstanding balance; provided that he/she pays for at least the Minimum Amount Due on his/her Statement of Account to avoid late charges from being billed on his/her account. The cash credit redeemed is not considered a payment to his/her card account.
- 3.10. In determining the rate of the Rebate to be earned for a particular Purchase, the Bank shall be bound by the Merchant Category designation made by the acquiring bank as prescribed by Visa/MasterCard. Each Merchant-e.g., a retailer, business or any other place where the Cardholder can make a purchase - is assigned a code and a Merchant Description that indicates the merchant's primary area of business. The Bank does not assign or have any control over merchant codes and Merchant Descriptions. Merchant codes are chosen and assigned by Visa/MasterCard, who may change the codes from time to time. When the Cardholder makes a purchase at a merchant, the Bank is provided the code for that merchant and if the code and/or Merchant Description match/es the categories that earn the Cardholder Rebates, the Cardholder will earn the Rebates. Since the Bank does not control what merchant code and/or Merchant Description a merchant is assigned, at times a purchase that the Cardholder think fits a certain category may not earn Rebates.

Example: A Shell fuel purchase transacted or swiped inside a convenience store (merchant code 5499) located within a large Shell retail outlet will reflect the merchant code of the convenience store. This purchase will be treated as a non-Shell fuel purchase. Or a purchase of an auto accessory or auto supply inside a department store, a supermarket or a hardware store, will be treated as a department store, supermarket, or hardware purchase, as applicable.
- 3.11. The Rebates shall accrue in the primary Cardholder's name only, but shall be earned through supplementary card usage as well.
- 3.12. 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.
- 3.13. Where Rebates have been credited to the Cardholder's Card account and/or redeemed before the Purchase transaction for which such Rebates were earned is charged back, the Bank will debit the Card account for the credited Rebates.
- 3.14. Where Rebates have been credited to the Cardholder's Card account, the Bank reserves the right to forfeit the Rebates balance in the event that the Card account becomes delinquent. Delinquent accounts shall have the same meaning as defined in the Citi Card Agreement.
- 3.15. The Bank shall be entitled to debit such Rebates even if such debiting causes the Card account to have a negative Rebates balance.
- 3.16. The accumulation and usage of Rebates shall be specified in the monthly statement of account. Unless expressly stated herein, Rebates are not transferable to any other person.
- 3.17. Unless Citi hears from the Cardholder within 30 days from delivery of his/her monthly statement of account to his/her billing address, the Rebates for the Card account as indicated on the statement are considered correct.

3.18. For the avoidance of doubt, the Bank is entitled, in its 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 Rebates to be credited or to otherwise vary the basis of calculation of Rebates. The Rebate rates are subject to change and shall be reviewed periodically at the Bank's sole discretion from time to time.

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 of the Rebate redemption.
- 4.6. Redeemed Rebates are not exchangeable for other goods or services, nor refundable, replaceable or transferable for cash or credit under any circumstances.
- 4.7. 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.
- 4.8. 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.
- 4.9. The Bank's decision on all matters relating to the Program shall be final and binding on the Cardholder.
- 4.10. The Bank has taken and will take reasonable care to ensure that the information it publishes in relation to the Shell Citi Card Rebate Program is accurate.
- 4.11. All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by Citi at its sole discretion.
- 4.12. The Citi Card Agreement shall apply to the Co-brand Card and in the event of any conflict or discrepancy between the Citi Card Agreement and these Terms and Conditions, these terms shall prevail insofar as the Rebate Program is concerned.
- 4.13. Citi shall have the right at its sole and absolute discretion to vary, modify or amend the Rebates or the Program as stipulated in these Terms and Condition, and such modifications and amendments shall be effective on such date or dates as shall be determined solely by Citi.
- 4.14. Citi 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 Citibank by way of posting on the Citibank Online (www.citibank.com.ph), or in any other manner deemed suitable by Citi. The Cardholder agrees to access the Citibank Online (www.citibank.com.ph) at regular time intervals to view these Terms and Conditions and to ensure that he/she is kept up-to-date with any changes or variations to these Terms and Conditions.

The Cardholder agrees that his/her continued usage of the Card shall constitute his/her acceptance of these Terms and Conditions (as modified and varied from time to time).

- 4.15. Citi 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 Citi.
- 4.16. To the fullest extent permitted by law, in no event will Citi 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 Citi 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 a Citi 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.

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.

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