

SHELL CITI CARD REBATE PROGRAM TERMS AND CONDITIONS

1. DEFINITIONS

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

"Bank" or "Citi" means Citibank, N.A., Philippines ("we", "our", or "us"), or its successor and assign, UnionBank of the Philippines (hereinafter, all references to Citibank, N.A. Philippine Branch is understood to be reference to UnionBank of the Philippines;

"Co-brand Card" or "Card" means the Shell Citi Gold and Platinum Visa/Mastercard, 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;

"Eligible Transactions" refer to Qualified Spend and, where applicable, purchases of tollway load and purchases of goods or services from car service and auto supply shops.

"Merchant Category Code", "MCC" is a four-digit number assigned to a merchant / business by the merchant's credit card acquirer. The credit card acquirer is the acquiring entity that provides the credit card payment facilities used by the merchant and processes the credit card transaction; it also determines and applies (with respect to the merchant's account), the MCC which in its view best describes the merchant activity.

"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.

"Program" means the Shell Citi Card Rebate Program or successor program(s);

"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 and without prior notice, include any Card transaction as may be determined by the Bank;

"Qualified Spend" means fuel purchases for personal consumption that are transacted at a Shell station where the merchant description has the prefix "Shell" as reflected on the Sales/Charge Slip and on the Credit Card Statement of Account and the Card was swiped at the gas station cashier terminal (merchant category code "5541");

"Rebates" means the cash rebate earned through usage of the Shell Citi 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;

"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;

"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 Bank in its sole discretion.

3. ISSUANCE OF REBATES

- 3.1. You will receive Rebates on eligible transactions while your Card account is open, remains in good credit standing and complies with these terms and conditions. Rebates earned shall be subject to the caps indicated in clause 3.4.
 - 3.1.1. For Shell Citi Gold Card:
 - 3% Rebate on Qualified Spend if you <u>did not meet</u> the required minimum Outstore Spend of Ten Thousand Pesos (Php 10,000) per Statement Cycle.
 - 5% Rebate on Qualified Spend, on purchases of AutoSweep and EasyTrip RFID tollway load
 from accredited tollways, and on purchases of goods or services from car service and auto
 supply shops (see the table below for the MCC tagged as AutoSweep RFID, EasyTrip RFID, car
 service and auto supply shops) using the Card, if you meet the required minimum Outstore
 Spend of Ten Thousand Pesos (Php 10,000) per Statement Cycle.

Outstore Spend Per Statement Cycle	Shell Fuel Rebate	Toll Rebate	Car Services/Auto Supply Rebate
Below P10,000	3%	none	None
P 10,000 and above	5%	5%	5%

	Merchant Category Codes that are eligible to earn a 5% Rebate if		
the Outstore Spend requirement of Php 10,000.00 is met			
мсс	MCC DESCRIPTION		
4784	BRIDGE AND ROAD FEES, TOLLS		
	*Applicable to AutoSweep and EasyTrip RFID load		
5013	MOTOR VEHICLE SUPPLIES AND NEW PARTS		
5511	AUTOMOBILE AND TRUCK DEALERS-SALES, SERVICE, REPAIRS, PARTS, AND LEASING		
5531	AUTO STORE, HOME SUPPLY STORES		
5532	AUTOMOTIVE TIRE STORES		
5533	AUTOMOTIVE PARTS, ACCESSORIES STORES		
5571	MOTORCYCLE SHOPS AND DEALERS		
5599	UNCLASSIFIED AUTOMOBILE DEALER		
7531, 7538	AUTOMOTIVE REPAIR WORK		
7534	AUTOMOTIVE TIRE STORES		
7535	AUTOMOTIVE PAINT SHOPS		
7542	CAR WASHES		
7549	TOWING SERVICES		

3.1.2. For Shell Citi Platinum Card:

 5% Rebate on Qualified Spend, on purchases of tollway load, and on purchases of goods or services from car service and auto supply shops (see the table below for the Merchant Category Code tagged as bridge and road fees, tolls, car service and auto supply shops) using the Card.

Merchant Category Codes that are eligible to earn a 5% Rebate		
МСС	MCC DESCRIPTION	
4784	BRIDGE AND ROAD FEES, TOLLS	
5013	MOTOR VEHICLE SUPPLIES AND NEW PARTS	
5511	AUTOMOBILE AND TRUCK DEALERS-SALES, SERVICE, REPAIRS, PARTS, AND LEASING	
5531	AUTO STORE, HOME SUPPLY STORES	
5532	AUTOMOTIVE TIRE STORES	
5533	AUTOMOTIVE PARTS, ACCESSORIES STORES	
5571	MOTORCYCLE SHOPS AND DEALERS	
5599	UNCLASSIFIED AUTOMOBILE DEALER	
7531, 7538	AUTOMOTIVE REPAIR WORK	
7534	AUTOMOTIVE TIRE STORES	
7535	AUTOMOTIVE PAINT SHOPS	
7542	CAR WASHES	
7549	TOWING SERVICES	

- 3.2. The Rebates earned from eligible transactions are rounded off to the nearest whole number.
- 3.3. Only Qualified Spend and, where applicable, purchases of AutoSweep and EasyTrip RFID tollway load from accredited tollways (for Shell Citi Gold), purchases of tollway load (for Shell Citi Platinum) and purchases of goods or services from car service and auto supply shops at participating merchants ("eligible transactions") shall earn Rebates. Other purchases and transactions shall not earn Rebates. Unless otherwise specified, Cardholders are not entitled to earn Rebates from any other categories of transactions.
- 3.4. The Rebates you can earn shall be subject to the following caps:
 - 3.4.1. Shell Citi Gold cards are subject to an annual Rebate earning cap of Ten Thousand Pesos (P10,000) worth of Rebates for every calendar year.
 - 3.4.2. Shell Citi Platinum cards shall be subject to an annual Rebate earning cap of Fifteen Thousand Pesos (P15,000) worth of Rebates for every calendar year.

If the above cap has been met anytime within a calendar year, you will no longer earn Rebates for the rest of the calendar year; you will begin earning Rebates again for your eligible transactions in the next calendar year.

3.5. Citi PayLite transactions (or its successor facilities, platforms, or programs) on Qualified Spend, on purchases of AutoSweep and EasyTrip RFID tollway load from accredited tollways (for Shell Citi Gold), on purchases of tollway

- load (for Shell Citi Platinum), and on purchases of goods or services from car service and auto supply shops 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. Rebates earned from straight retail purchases of eligible transactions, applied for conversion under Citi PayLite after Purchase (or its successor facilities, platforms, or programs) 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.
- 3.7. In determining the rate of the Rebate to be earned for a particular purchase, the Bank shall be bound by the MCC 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 description a merchant is assigned, at times a purchase that you think fits a certain category may not earn Rebates.

Example: (i) A Shell fuel purchase transacted or swiped inside a convenience store (merchant code 5499) located within a large Shell retail outlet will reflect the MCC of the convenience store. This purchase will be treated as a non-Shell fuel purchase and hence not a Qualified Spend.

- 3.8. The Rebates shall accrue in your name only, but shall be earned through supplementary card usage on eligible transactions as well. Rebates cannot be used by the supplementary card.
- 3.9. 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.
- 3.10. All transactions related to the issuance of Rebates are subject to the Citi ThankYou Rewards Program Terms and Conditions. Please visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou to view the full Terms and Conditions.
- 3.11. Where Rebates have been credited to your 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.

4. GENERAL TERMS ON REDEMPTION OF REBATES

- 4.1. Provided that your Card Account is in good standing as determined by Bank and your Card Account has sufficient Rebates, you are entitled to redeem any one or more of the Rewards, based on the required amount of Rebates, via the redemption channels that Bank has identified.
- 4.2. Subject to clauses 2 and 8.7 there is no time restriction on the redemption of Rebates.
- 4.3. Once the redemption has been processed, the request cannot be revoked or cancelled and the Rebates cannot be transferred back into your Card Account.
- 4.4. For the redemption of cash credits, you may visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou. All transactions related to the redemption of rebates on the Citi ThankYou Rewards site are subject to the Citi ThankYou Rewards Program Terms and Conditions. Please visit the Citi ThankYou Rewards site at www.citibank.com.ph/thankyou to view the full Terms and Conditions.

5. PAY WITH POINTS

- 5.1. Bank may from time to time send you an SMS that will allow you to redeem your Rebates to offset your Qualified Purchases at Shell stations.
- 5.2. You may redeem your Rebates at a conversion rate of 1 Rebate = P1.00.
- 5.3. You should have a minimum of 1,000 Rebates to be qualified to receive the SMS.
- 5.4. You may refer to the link in the Pay with Rebates SMS you receive for the number of Rebates required to redeem and offset a portion or the entire amount of the corresponding transaction you have made.
- 5.5. Once the redemption has been processed, the request cannot be revoked or cancelled and the Rebates cannot be transferred back into your Card Account.
- 5.6. If the redemption is successful, you will see a credit adjustment on your next statement of account that corresponds to the amount of Rebates you have redeemed.
- 5.7. The merchant's Return/Exchange Policy remains applicable for the purchased item or service.

6. DISCOUNT AT SHELL HELIX OIL CHANGE+ CENTER

- 6.1. You are entitled to a 10% discount on Shell Helix Oil Change+ packages at any of the Shell Helix Oil Change+ centers if you use your Card to pay for the oil change package.
- 6.2. This discount is not convertible to cash, credit or other goods and services.

7. CASH CREDITS

- 7.1. You may use your Rebates to redeem cash credits, provided that there is straight retail spend reflected in the same statement of account prior to your redemption. There is no minimum spend requirement for as long as you have enough Rebates to redeem your preferred cash credit denomination.
- 7.2. You may use your Rebates to redeem cash credit to offset a portion or the entire amount of the retail spend reflected in your latest statement of account. You may refer to the Citi ThankYou Rewards website at www.citibank.com.ph/thankyou for the latest set of point, miles or rebates required to redeem cash credit.
- 7.3. Please allow one (1) week for the processing of the cash credit request. Bank reserves the right to extend the processing time without notice. The cash credit will be reflected on your next statement of account.
- 7.4. 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.

8. GENERAL

- 8.1. Any remaining Rebates shall immediately cease to be valid and be forfeited upon the occurrence of any_of the following:
 - 8.1.1. The cancellation of your Card, whether by you or us; or
 - 8.1.2. The conversion of your Card to any other Citi Card; or
 - 8.1.3. 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 Citi Card Agreement.
- 8.2. 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 Rebates then accrued shall automatically be forfeited immediately after the voluntary or involuntary cancellation of your Card.
- 8.3. 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.
- 8.4. For the avoidance of doubt, Bank is entitled, in Bank's 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.
- 8.5. The accumulation and usage of Rebates shall be specified in your statement of account. Unless Bank hears from you within thirty (30) calendar days from delivery of your statement of account to your billing address, the Rebates indicated on the statement of account are considered correct.
- 8.6. 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. Debiting of Rebates will be applied during the month or statement cycle when the reversal or refund of the transaction is posted, which may differ from the month or statement cycle of the original purchase transaction.
- 8.7. Bank reserves the right to suspend or exclude you from participating or continuing to participate in the Program if:
 - 8.7.1. In Bank's opinion or determination, you have in any way breached these Terms and Conditions and the terms and conditions in the Citi Card Agreement; or
 - 8.7.2. In Bank's opinion or determination, you conduct your Card Account in a manner inconsistent with the object and intent of the Program

- 8.8. Transfer of Rebates from an expired or closed Card Account to a current Card Account, as well as transfer of Rebates to any other person, will not be allowed.
- 8.9. If you availed of debt restructuring, rewrite and other collection programs for your Card Accounts, any unused Rebates shall remain forfeited despite eventual payment of your Card Account.
- 8.10. Bank may at any time vary, modify or amend the terms and conditions of the Program, and you agree that you shall be bound by such variations and amendments.
- 8.11. Bank is not liable if it is unable to perform Bank's 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 Bank's control or outside the control of Bank's agents or any third party. Bank shall not be liable or responsible for any delay in the transmission to Bank of evidence of retail spend by the participating merchants, department stores, or any third party.
- 8.12. You agree that your redemption using your Rebates warrants your acceptance of the Program and any applicable terms and conditions.
- 8.13. Bank and the participating Pay with Points merchants shall not be obliged to recognize or replace any item that you may have redeemed through this Program which is subsequently misplaced, lost or stolen after your redemption
- 8.14. Bank shall not in any way be liable to you or any third party for any goods, services, benefits arrangements or other privileges or the quality or performance of such goods, benefits, arrangements or other privileges redeemed from or supplied by any merchant, service provider, or any third party 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. 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 agree to be bound to the Data Privacy Terms in the Terms and Conditions and the Data Privacy Statement available at https://www.citibank.com.ph/static/data-privacy-statement/ and authorize Bank to disclose information regarding yourself and your Card Account to such third parties as Bank deems necessary for the purposes of the Program.
- 8.16. 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, for any reason 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.
- 8.19. Bank may, at any time and without notice, cancel or terminate the Program.
- 8.20. Fraud, abuse or any unauthorized action relating to the earning or redemption of Rebates shall 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.
- 8.21. All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by Bank at its sole discretion. Bank's decision on all matters relating to the Program shall be final and binding on you.
- 8.22. To the fullest extent permitted by law, in no event will 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 of any party including third parties) howsoever arising, whether in contract, tort, negligence or otherwise in connection thereof, even if Bank has been advised of the possibility of such damages in advance, and all such damages are expressly excluded.
- 8.23. The terms and conditions of the Citi Card Agreement shall likewise apply; you must strictly abide by the same. The terms and conditions of the Citi Card Agreement shall apply to all Citi Rewards, Citi Platinum Mastercard, Citi Platinum Visa, Citi Classic/Gold Visa, Citi Classic/Gold Mastercard, Shell Citi Gold and Platinum, Mercury Citi, and Citi Grab cards and in the event of any conflict or discrepancy between the terms and conditions of the Citi Card Agreement and the terms set out herein, the terms set out herein shall prevail insofar as the Program is concerned.

9. TAXATION

The Rebates 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 Rebates.

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 Construction, 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.

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

For any concerns, you may call us at (632) 8995-9999 or send us a message through www.citibank.com.ph.

For your complaints/concerns, we will endeavor to resolve these within seven (7) business days. For complaints/concerns requiring more time to resolve, we will be in touch with you and inform you of the progress.

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

Version: July 2023