

UNIONBANK MILES+ CARD PROGRAM TERMS AND CONDITIONS

Miles+ Card Rewards Program

The Miles+ Card Rewards Program (the "Program") entitles eligible Cardholders to earn Miles on their Card Transactions and redeem the Miles earned for Frequent Flyer Programs (FFP), Loyalty Programs (LP), Pay with Points, pay for annual membership fees and avail of Cash Credits. To earn Miles Cardholders must have been approved for UnionBank Miles+ Visa Signature and/or UnionBank Miles+ World Mastercard, be in good credit standing, and have access to UnionBank Online.

1. **DEFINITIONS**

In these terms and conditions ("Terms and Conditions"), unless the context otherwise requires;

"Bank" means UnionBank of the Philippines

"Card" means the UnionBank Miles+ Visa Signature and UnionBank Miles+ World Mastercard issued by Bank and includes a supplementary card where the context requires;

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

"Cardholder" / "You" / "Your" means the individual to whom a Card bearing that individual's name is issued by the Bank. The term "Cardholder" includes the primary cardholder, and where the context requires, the supplementary Cardholder;

"Frequent Flyer Program" / "FFP" / "Loyalty Program" / "LP" means the loyalty program that allows its passengers to earn benefits based on the Miles accrued.

"Miles" means the points earned through usage of the Card as specified in these Terms and Conditions, which may be used to redeem Rewards as may be determined by the Bank and in its absolute discretion.

"Network" refers to Mastercard and Visa;

"Pay with Points" refers to the manner of redemption made by the Cardholder wherein the Rewards Points are used to offset the full or partial amount of Cardholder's retail spend at merchants.

"Program" means this UnionBank Miles+ Program;

"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;

"Rewards" means any goods, services, benefits, arrangements or other privileges (including without limitation, miles on participating airline frequent flyer programs, loyalty program points, cash credit or annual membership fee waivers), as may be determined by Bank in Bank's absolute discretion, which may be redeemed by the use of Rewards Points under the Program.

"Transactions" means eligible retail purchases for goods or services for Cardholder's personal consumption made using the Card other than those transactions which do not earn Miles or are excluded from the computation of Miles as set out below, or any refund arising in connection with the use of the Card in any unauthorized manner.

2. GENERAL PROGRAM MECHANICS

A. ELIGIBILITY

- Your Card Account which is in current or active status is entitled to participate in the Program from 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.
- If a Cardholder's Card is terminated at any time for any reason, whether by the primary Cardholder or the Bank, the
 Cardholder will forthwith be disqualified from continuously participating in the Program and all unused Rebates
 then accrued shall automatically be forfeited immediately after voluntary or involuntary cancellation of the Card.

- 3. Any remaining Miles including Miles pending credit into the account of the Cardholder shall immediately cease to cease to be valid upon the occurrence of the following:
 - a) The cancellation of the Card for any cause;
 - b) The conversion of the Card to any other UnionBank Card and no refund, extension or compensation shall be given by the Bank;
- 4. Transfer of Miles from an expired or closed Card account to a current Card account will not be allowed.
- Unused Miles of Cardholders who have availed of debt restructuring and other collection programs for their accounts shall remain forfeited despite eventual payment of their account.

B. ISSUANCE OF MILES

- 1. You will receive Miles for Transactions charged on your Card while your Card Account is open and remains in good credit standing.
- 2. You will earn Miles at the rate of 1 Mile for every P30 spend. The computation is 3.33% of the amount charged for each eligible purchase made on the Card. Example: P5,000 x 3.33% = 167 Miles.
- 3. The Miles earned from eligible Transactions are rounded off to the nearest whole number.
- 4. Rewards Points accrue in primary Cardholder's name only but are earned through supplementary card usage as well.
- 5. Unless otherwise specified, Cardholders are not entitled to earn Miles from any other categories of transactions such as EasyTransfer transactions, EasyCash transactions, EasyBill transactions, EasyConvert transactions, refunded, disputed, or cancelled retail or cash advance 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 Miles.
- 6. PayEasy and PayEasy for bank transactions earn Miles 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 Miles.
- 7. Bill Manager charges up to P100,000.00 per transaction will earn Miles, except for Maynilad, Meralco, PLDT and Visayan Electric Company (VECO) transactions which will earn Miles only for charges up to P20,000.00 per transaction. Any amount in excess of said caps will not earn Miles.
- 8. All Maynilad, Meralco, PLDT and Visayan Electric Company (VECO) bills 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 Miles.
- 9. All transactions related to the issuance of Points, Miles, or rebates are subject to the UnionBank Rewards Program Terms and Conditions. Please visit www.unionbankph.com/cards-tc to view the UnionBank Rewards Program Terms and Conditions.

C. REDEMPTION OF MILES

General Rules on Redemption

- Subject to clauses 2(B) and 2(C)(2), there is no time restriction on the redemption of Miles.
- 2. Bank reserves the right to suspend or exclude you from participating or continuing to participate in the Program if:
 - a) Bank's opinion or determination you have in any way breached these Terms and Conditions and the terms and conditions in the UnionBank Card Agreement; or
 - b) In Bank's opinion or determination, you conduct your Card Account in a manner inconsistent with the object and intent of the Program.
- Provided that your Card Account is in good standing as determined by Bank and your Card Account has sufficient Miles, you are entitled to redeem any one or more of the Miles, based on the required number of Miles, via the redemption channels that Bank has identified.
- 4. Once the redemption has been processed, the request cannot be revoked or cancelled, and the Miles cannot be transferred back into your Card Account.

5. For the redemption of annual membership fee waivers, cash credits, FFP miles and LP points, you may visit Please visit www.unionbankph.com/cards-tc to view the UnionBank Credit Cards Rewards Program Terms and Conditions.

Pay with Points

- 1. You may also choose to use your Miles to pay, either partially or in full, amount(s) of your retail spend at select merchants. Bank may from time to time send you an SMS that will allow you to redeem your Miles to offset the full or partial amount of your retail spend at select merchants.
- 2. You may refer to the link on the Pay with Points SMS you receive for the number of Miles required to redeem and offset the full or partial amount of your retail spend at merchants. Once the redemption has been processed, the request cannot be revoked or cancelled, and the Miles cannot be transferred back into your Card Account. If the redemption is successful, you will see a credit adjustment on your next statement of account that corresponds to the amount of Miles you have redeemed. The merchant's Return/Exchange Policy remains applicable for the purchased item or service.
- 3. You may use your Miles to pay for your Card's annual membership fee, provided that there is straight retail spend reflected in the same statement of account in which the annual membership fee was charged. There is no minimum spend requirement for as long as you have enough Miles to offset your annual membership fee.
- 4. You may only use your Miles to pay for your annual membership fee for either the principal or supplementary Card under your Card Account and may only do so once a year.
- 5. 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.

Frequent Flyer Programs (FFPs) or Loyalty Programs (LPs)

- 6. Bank will from time to time enter into agreements with FFPs and LPs so that you may use your Miles to redeem FFP miles or LP points. Bank shall have absolute discretion in choosing FFPs and LPs to participate in the Program and will inform You of participating FFPs and LPs.
- You agree that you must already be a member of the FFP or LP before you can use your Miles to redeem FFP miles or LP points.
- 8. You understand that usage of your Miles to redeem FFP miles or LP points will be subject to such terms and conditions as may be imposed by Bank and/or the respective FFP or LP.
- 9. You agree that you may transfer your Miles from your Card Account into any one or more FFP or LP accounts in your name only (and not in anyone else's name). For the redemption to be processed successfully, you should ensure that your name on the Card Account exactly matches your name on the FFP or LP account.
- 10. Please allow 1 to 2 weeks for the crediting of Miles into your FFP or LP account. Bank reserves the right to extend the processing time without notice. You should check your FFP or LP account or contact the respective FFP or LP after such processing period for an update on your redemption request.
- 11. In the event of an unsuccessful redemption request, the Miles will be credited back to your Card Account.
- 12. You may redeem FFP miles or LP points for flight award tickets, flight upgrades and/or rewards in accordance with the procedures, rules, and regulations of their respective FFP or LP. Bank shall not be liable for any changes made by the respective owners of the FFP or LP on the program terms and conditions which result in any loss, charges, or inconvenience to You. Once the Miles have been converted and transferred to Your FFP or LP account, the Bank shall have no liability and will be held free and harmless from your inability or failure to use the FFP miles or LP points to redeem flight award tickets, avail of flight upgrades and/or rewards for whatever reason, including the expiry of any FFP miles or LP points that were redeemed from Miles. Bank does not make any representation and/or warranty on the FFP miles or LP points redeemed by You nor accept any liability for expenses, losses, or damages which You may incur as a result of using the FFP miles or LP points. Any and all dispute/s arising from or in connection with the use of or inability to use the FFP miles or LP points shall be settled between You and the FFP or LP.
- 13. The participating FFPs or LPs in the Program are subject to change without prior notice.
- 14. Any applicable taxes and other charges are your responsibility.

Cash Credits

- 15. You may use your Miles 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 Miles to redeem your preferred cash credit denomination. To redeem, you may log on to you UnionBank Online App. You may refer to UB Online for the Miles required to redeem cash credit.
- 16. 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.
- 17. 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.

3. GENERAL POLICIES

- 1. 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.
- 2. 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 Miles to be credited or to otherwise vary the basis of calculation of Miles.
- 3. The accumulation and usage of Miles shall be specified in your statement of account. Unless the Bank hears from you within thirty (30) days from delivery of your statement of account to your billing address, the Rewards Points indicated on the statement of account are considered correct.
- 4. Miles 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. Miles, including accelerated /bonus Miles, 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. Where Miles have been credited to your Card Account and/or used or redeemed before the Transaction for which such Miles were earned, Bank will debit your Card Account for the credited Miles. Bank shall be entitled to debit such Miles even if such debiting causes your Card Account to have a negative Miles balance.
- 6. 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.
- 7. 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, Force Majeure such as but not limited to industrial dispute, war, Acts of God, or anything outside Bank's control or outside the control of Bank's agents or any third party. Bank shall not be 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. 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, 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.
- 9. You agree that your redemption using your Miles warrants your acceptance of the Program and any applicable terms and conditions.
- 10. 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 Miles. 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.

- 11. You hereby 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.
- 12. Bank's records of all matters relating to the Program shall be conclusive and binding on you.
- 13. Any request for adjustment of Miles is subject to Bank's approval at Bank's absolute discretion.
- 14. Bank is entitled, for any reason at any time, without liability or prior notice, to suspend the calculation, accrual, or redemption of Rewards Points, to rectify any errors in the calculation, or otherwise adjust such calculation.
- 15. Bank may, at any time and without notice, cancel or terminate the Program.
- 16. Fraud, abuse, or any unauthorized action relating to the earning or redemption of Rewards Points may result in forfeiture of Rewards Points, disqualification from the Program, suspension or cancellation of your Card privileges or the charging of the full cost of the Rewards Points. The taking of such measures shall be without prejudice to any legal action that Bank may take.
- 17. All questions or disputes regarding eligibility for the Program or eligibility of Rewards Points 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.
- 18. 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.
- 19. The terms and conditions of the UnionBank Card Agreement shall apply to UnionBank Miles+ Visa Signature and UnionBank Miles+ World Mastercard and in the event of any conflict or discrepancy between the terms and conditions of the UnionBank Credit Cards Rewards Program Terms and Conditions and the terms set out herein, the terms set out herein shall prevail only insofar as the Program is concerned.
- 20. The Miles 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 Miles.

4. DATA PRIVACY AND CUSTOMER CHANNELS

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.

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: for +63 2 8841 8600

E-mail: <u>customer.service@unionbankph.com</u>.
 Facebook Messenger: m.me/unionbankph.com

Twitter: twitter.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