

UnionBank S&R Credit Card Program Terms and Conditions

1. DEFINITIONS

1.1 In these terms and conditions (“Terms and Conditions”), unless the context otherwise requires:

1.1.1 **"Bank"** means UnionBank of the Philippines

1.1.2 **"Card" or "Credit Card"** means the UnionBank S&R Credit Card issued by the Bank;

1.1.3 **"Card account"** means the account maintained with Bank in respect of the card;

1.1.4 **"Cardholder"** means the primary cardholder, the person in whose name the card account is maintained and includes the supplementary Cardholder where the context requires;

1.1.5 **"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. The Bank reserves the right to amend, increase or decrease the cash rebate earned through usage of the Card, privileges granted and/or manner of redemption at the Bank’s sole discretion.

1.1.6 **"Program"** means the UnionBank S&R Credit Card Program;

1.1.7 **"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;

1.1.8 **"Rebates"** means the cash rebate earned through usage of the UnionBank S&R Credit Card as specified in these Terms and Conditions which may be used to redeem S&R vouchers or other privileges as may be determined by the Bank in its absolute discretion.

1.1.9 **"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. GENERAL PROGRAM MECHANICS

2.1 ISSUANCE

2.1.1 A Cardholder will receive 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.

2.1.1.1 3% on purchases made in S&R membership clubs. Qualified purchases are those made through S&R terminals or e-commerce sites with qualified merchant IDs. Purchases done through delivery partners or S&R Quick Service Restaurants (QSRs) outside of membership clubs are not qualified for this rebate.

2.1.1.2 1% on Shopping and Dining. Qualified purchases are those made at department stores, shopping boutiques and restaurants as defined by the merchant’s credit card acquirer under the following merchant category codes: 5137, 5139, 5311, 5611, 5621, 5631, 5641, 5651, 5655, 5661, 5691, 5699, 5941, 5948, 5999, 5812 and 5813.

2.1.1.3 0.5% on all other retail spend. Other retail spend means purchases outside of S&R membership clubs as defined in 2.1.1.1 and outside of Shopping and Dining as defined in 2.1.1.2.

2.1.2 There is no cap on the Rebates mentioned directly above. Earned Rebates do not expire.

2.1.3 The Bank reserves the right to amend, increase or decrease the Rebate earned through usage of the Card, privileges granted and/or manner of redemption at the Bank's sole discretion.

2.1.4 Charges which are not eligible to earn Rebates include, but are not limited to, UnionBank Easy Transfer transactions, UnionBank Easy Cash transactions, UnionBank EasyBill 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 Rebates. Unless otherwise specified, Cardholders are not entitled to earn Rebates from any other categories of transactions.

2.1.5 UnionBank 0% Installment and UnionBank 0% Installment PayLite for bank 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.

2.1.6 Rebates earned from straight retail transactions applied for conversion under UnionBank 0% Installment after purchase 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.

2.1.7 PayBill (auto enrollment of biller) charges up to P100,000 per transaction will earn rebates, except for Maynilad, Meralco, PLDT and VECO transactions which will earn rebates only for charges up to P20,000 per transaction. Any amount in excess of said caps will not earn rebates.

2.1.8 All Maynilad, Meralco, PLDT and VECO bills paid via UnionBank Online or the UnionBank Mobile App will earn rebates for total charges of up to P20,000 per merchant per statement cycle. Meanwhile, you will earn rebates 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 rebates.

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

2.2 REDEMPTION

2.2.1 The Cardholder can redeem Rebates by converting them to S&R vouchers that can be used against purchases at S&R membership clubs. Rebates can be redeemed at a minimum of P1,000 and in increments of P1,000 through the redemption channels that the Bank has identified.

2.2.2 Once the redemption has been processed, the request cannot be revoked or cancelled and the Rebates cannot be transferred back into your Card Account.

3. WELCOME GIFT

3.1 New-to-bank cardholders who are not currently employed by UnionBank will receive a complimentary S&R voucher worth Php 1,500 upon spending at least Php 10,000 within 60 calendar days from card receipt. Transactions that qualify for meeting the spend requirement are straight

purchases, PayEasy purchases, cash advance transactions, bills payment and online purchases transacted and subsequently posted during the said 60-day period. UnionBank Easy Transfer transactions, UnionBank Easy Cash transactions, UnionBank EasyBill transactions shall not qualify for meeting the spend requirement.

4. PIZZA GIFT

- 4.1 Cardholders will receive an S&R voucher redeemable as one free S&R Whole Cheese Pizza for every P30,000 cumulative spend outside S&R membership clubs, subject to a cap of four pizzas per year for each Cardholder. Spend on S&R membership clubs are those made through S&R terminals or e-commerce sites with qualified merchant IDs. The yearly cap is reset every card anniversary based on the card approval date. Transactions that qualify for meeting the spend requirement are straight purchases, PayEasy purchases, cash advance transactions, bills payment and online purchases transacted and subsequently posted during the said 60-day period. UnionBank Easy Transfer transactions, UnionBank Easy Cash transactions, UnionBank EasyBill transactions shall not qualify for meeting the spend requirement.

5. S&R MEMBERSHIP FEE CHARGING

- 5.1 Cardholders will automatically be charged for their S&R membership fee, either for Gold or for Business, on their membership expiry date. The amount of S&R membership fee will be based on the prevailing fee at the date of charging. The charging date will be based on when the S&R membership was opened or last renewed and not when the Credit Card was issued.

6. GENERAL POLICIES

- 6.1 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.
- 6.2 Any remaining Rebate including Rebates pending credit into the account of the Cardholder shall immediately cease to be valid and be forfeited upon the occurrence of the following:
- 6.2.1 The cancellation of the Card for any cause whether by you or the Bank; or
 - 6.2.2 The conversion of the Card to any other UnionBank Card; or
 - 6.2.3 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 Terms and Conditions governing the issuance and use of the UnionBank Credit Card; or
 - 6.2.4 The cancellation of the S&R Membership.
- 6.3 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.
- 6.4 Rebates earned from the use of a supplementary card shall be credited to the primary cardholder. 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.

- 6.5 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.
- 6.6 The accumulation and usage of Rebates shall be specified in your statement of account. Unless Bank hears from you within thirty (30) days from delivery of your statement of account to your billing address, the Rebates indicated on the statement of account are considered correct and final as of statement date.
- 6.7 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.
- 6.8 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.
- 6.9 The Bank reserves the right to suspend or exclude the Cardholder from participating or continuing to participate in the Program if:
- 6.9.1.1 In its opinion the Cardholder or supplementary Cardholder has in any way breached the UnionBank S&R Credit Card Program Terms and Conditions or the Terms and Conditions Governing the Issuance and Use of UnionBank Cards issued by the Bank.; or
- 6.9.1.2 In its opinion the Cardholder conducts his/her Card account in a manner inconsistent with the object and intent of the UnionBank S&R Credit Card Program.
- 6.10 Transfer of rebates from an expired or closed Card account to a current Card account will not be allowed.
- 6.11 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.
- 6.12 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.
- 6.13 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 responsible for any delay in the transmission to Bank of evidence of retail spend by the participating merchants, department stores, or any third party.
- 6.14 You agree that your redemption using your Rebates warrants your acceptance of the Program and any applicable terms and conditions.
- 6.15 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.

- 6.16 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.
- 6.17 Bank's records of all matters relating to the Program shall be conclusive and binding on you.
- 6.18 Any request for adjustment of Rebates is subject to Bank's approval at Bank's absolute discretion.
- 6.19 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.
- 6.20 Bank may, at any time and without notice, cancel or terminate the Program.
- 6.21 Fraud, abuse, or any unauthorized action relating to the earning or redemption of Rebates may 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.
- 6.22 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.
- 6.23 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.
- 6.24 The terms and conditions governing the issuance and the use of the UnionBank Credit Card shall likewise apply to the UnionBank S&R Credit Card and these Terms and Conditions and you agree to strictly abide by the same. In the event of any conflict or discrepancy the terms set out herein shall prevail insofar as the Program is concerned.

7. TAXATION

- 7.1 The Rebates obtained as a result of the Bank's customer's private transactions should have no taxation consequences.
- 7.2 The Cardholder will be responsible for whatever tax implications may arise out of the ultimate treatment of the Rebate.

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

- 8.1 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.; Aboitiz Equity Ventures; and the 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.

UnionBank Customer Channels

Your needs and feedback are important and if you have any questions or concerns, you may reach Bank through any of the channels below. For our social media channels, a representative will get back to you within 24-48 hours from the time Bank receives your question or concern.

- Phone: for +63 2 8841 8600
- E-mail: customer.service@unionbankph.com
- Facebook Messenger: m.me/unionbankph.com
- Twitter: twitter.com/unionbankph

In the event that your concern requires an investigation, you agree to provide Bank with all information needed, and consent to the use and processing of the information you provide, to enable Bank 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.

BSP Regulated Entity

Union Bank of the Philippines is an entity regulated by the Bangko Sentral ng Pilipinas. The BSP's contact details are as follows:

- BSP Online Buddy (BOB) webchat: <https://www.bsp.gov.ph>
- SMS: 21582277 (for Globe subscribers only)
- Facebook Messenger: [@BangkoSentralngPilipinas](https://www.facebook.com/BangkoSentralngPilipinas)

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