

MERCURY DRUG CARD REBATE PROGRAM TERMS AND CONDITIONS:

1. DEFINITIONS

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

"**Bank**" means Citibank N.A., Philippines;

"**Co-brand Card**" or "**Card**" means the Mercury Drug Citi issued by Citibank 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; and

"**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.

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 is 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 forthwith 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 upon the occurrence of the following:

- (a) the cancellation of the Card; or
- (b) the conversion of the Co-brand Card to any other Citibank credit card, even another Co-brand Card, and no refund, extension or compensation shall be given by the Bank; or
- (c) the delinquency of the Card account, or 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 Citibank 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 Terms and Conditions Governing the Issuance and Use of Citibank Credit Cards; 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 Purchases charged by him/her on his/her Card while the Card account is open, remains in good credit standing and the Cardholder is compliant with these conditions provided that the Rebates earned shall be subject to the caps indicated in clause 3.6.

- 2% Rebate on Purchases at Mercury Drug and accredited hospitals using the Mercury Drug Citi Card for a particular statement cycle.
- 5% Rebate on Purchases at Mercury Drug and accredited hospitals using the Mercury Drug Citi Card for a particular statement cycle, provided that the total Purchases outside of Mercury Drug and accredited hospitals within that statement cycle shall be greater than or equal to Five Thousand Pesos (Php5,000).

- 10% Rebate on Purchases at Mercury Drug and accredited hospitals using the Mercury Drug Citi card for a particular statement cycle, provided that the total Purchases outside of Mercury Drug and accredited hospitals within that statement cycle shall be greater than or equal to Ten Thousand Pesos (Php10,000).
- 0.25% Rebate on all other Purchases outside of Mercury Drug and accredited hospitals for a particular statement cycle.

Purchases within a Statement Cycle	Purchases at Mercury Drug and Accredited Hospitals	Purchase outside of Mercury Drug and accredited Hospitals
Purchases of outstore spend requirement <P5,000 per cycle	2% Rebates	0.25% Rebates
Purchases outstore spend requirement of P5,000 - below P10,000 per cycle	5% Rebates	0.25% Rebates
Purchases outstore requirement of P10,000 and above per cycle	10% Rebates	0.25% Rebates

3.4 Citibank's Balance Transfer availments, Call For Cash transactions, Balance Conversion transactions, cash advances, refunded, disputed, unauthorised 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 installment 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: Mercury Drug Citi Classic and Gold cards shall be subject to monthly Rebate earning caps of Seven Hundred Fifty Pesos (Php750) and One Thousand Pesos (Php1,000) worth of Rebates, respectively, for every statement cycle. If the cap has been met anytime within the statement cycle, Purchases beyond the Rebate cap will cease to earn Rebates, and the Cardholder will only begin earning Rebates again at the beginning of the next statement cycle.

3.7 The Rebate shall be computed on a per transaction basis and shall be rounded off to the nearest centavo, including decimal values.

3.8 The Cardholder may redeem the rebates earned on his/her card account upon concurrence of the following conditions:

- The Cardholder has accumulated at least Two Hundred Fifty Pesos (Php250) worth of Rebates on the Mercury Drug Citi Card.
- The Cardholder has made purchases at Mercury Drug (single or accumulated) amounting to Two Hundred Fifty Pesos (Php 250) using the Citibank Mercury Drug within latest 6 months statement cycles.
- The amount of Rebates to be redeemed by the Cardholder equal to or less than the Cardholder's purchases at Mercury Drug for the last six (6) statement cycles.

The Cardholder can redeem by calling the 24/7 Citiphone hotline. Upon redemption the amount of the Rebate redeemed shall be credited to the Cardholder's account and offset against the equivalent amount of Mercury Drug purchases.

In the event that the three (3) conditions above are not met, the total Rebate amount will be carried over to the next month/statement cycle.

3.9 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.

3.10 The Rebates shall accrue in the primary Cardholder's name only, but shall be earned through supplementary card usage as well.

3.11 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.

3.12 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 Terms and Conditions Governing the Issuance and Use of Citibank Credit Cards.

3.13 The Bank shall be entitled to debit such Rebates even if such debiting causes the Card account to have a negative Rebates balance.

3.14 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.

3.15 Unless Citibank hears from the Cardholder within 20 days upon 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.

3.16 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 Mercury Drug Citi Program is accurate.

4.11 All questions or disputes regarding eligibility for the Program or eligibility of Rebates for redemption will be resolved by Citibank at its sole discretion.

4.12 The Terms and Conditions Governing the Issuance and Use of Citibank Credit Cards shall apply to the Co-brand Cards and in the event of any conflict or discrepancy between the Terms and Conditions Governing the Issuance and Use of Citibank Credit Cards and the terms set out herein, the terms set out herein shall prevail insofar as the Rebates Program is concerned.

4.13 Citibank 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 Citibank.

4.14 Citibank 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 Website, or in any other manner deemed suitable by Citibank. The Cardholder agrees to access the Citibank Website at regular

time intervals to view these Terms and Conditions and to ensure that they are kept up-to-date with any changes or variations to these Terms and Conditions. The Cardholder agrees that their continued usage of the Card shall constitute their acceptance of these Terms and Conditions (as modified and varied from time to time).

4.15 Citibank 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 Citibank.

4.16 To the fullest extent permitted by law, in no event will Citibank 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 Citibank 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 Citibank 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.