

# Erste Max Credit Card Programme Terms of Participation

**Entry into force: as of 1<sup>st</sup> August 2022**

## I. Definitions

### Terms of Participation

The terms of participation, as in force, of purchase refunds in the form of Erste Forints and the redemption of Erste Forints for a refund associated with Erste Max Credit Card issued by ERSTE BANK HUNGARY ZRT. (head office: H-1138 Budapest, Népfürdő utca 24-26., Hungary, 'Erste Bank' or 'Bank') .

### Account Holder

A natural person fully authorised to give instructions regarding the Credit Account, who enters into a Credit Card Contract with Erste Bank.

### Main Card

A Credit Card issued by the Bank to the Account Holder.

### Supplementary Card

A Credit Card(s) issued to the natural person(s) designated by the Account Holder.

### Card Holder

A natural person to whom Erste Bank issues an Erste Max Credit Card, i.e. the Main Card Holder and the Supplementary Card Holder(s).

### Purchase Transaction

The following transactions made with the Erste Max Credit Card qualify as a purchase transaction:

- payment for goods and services at merchants by means of POS terminals (card accepting device) or in another way;
- payment for goods and services via the Internet;
- topping up a mobile phone account at ATMs providing this service.

Only transactions specified as Purchase Transactions by the bank accepting the Erste Max Credit Card qualify as being of purchase type. Consequently, betting/gambling transactions executed at merchant POSs or via the Internet, cash withdrawal transactions, and debited interest and fees do not qualify as Purchase Transactions.

### Shop Type

The commercial activity of a merchant where a purchase with an Erste Max Credit Card took place (e.g. clothing shop). Erste Bank always determines the shop type on the basis of the merchant category code (MMC code) specified in the transaction by the accepting bank of the merchant accepting the credit card. Erste Bank does not assume liability for the correctness of the merchant category code of the bank accepting the credit card (examples for merchant category code: merchant category code and shop category can be different, in case the merchant was listed under a

different MCC code than its main profile or was listed under more MCC codes by the acquirer bank. This difference can occur in case of large department stores and supermarkets offering wide product range, or in case when the card payment is made at the delivering company or at a pickup point).

#### Shop Category

All Shop Types included by Erste Bank in groups specified in advance.

#### Priority Shop Category

The Shop Category chosen by the Account Holder, which the Account Holder may choose from the Shop Categories specified by Erste Bank in advance.

#### General Erste Forint Refund

A valid purchase refund on the amount of Purchase Transactions made with an Erste Max Credit Card, which the Bank credits to the Erste Forint collection account associated with the Erste Max Credit Card in the form of Erste Forints. The Bank does not credit Erste Forints on transactions made by the Card Holder with an Erste Max Credit Card, which are detailed in Section III/1.

#### Erste Forint Refund Bonus

In the case of Purchase Transactions made with an Erste Max Credit Card in Shop Types belonging to the Priority Shop Category, a purchase refund valid over and above the General Erste Forint Refund, which the Bank credits to the Erste Forint collection account associated with the Erste Max Credit Card in the form of Erste Forints.

#### Basis of Erste Forint Collection:

The amount of Purchase Transactions recorded in the settlement period in question, on which the Bank calculates the amount of the Erste Forint Refund. The Basis of Erste Forint Collection also includes those Purchase Transactions recorded in the settlement period for which the Bank does not give Erste Forints in accordance with section III. 1. of this document. The Erste Forint Refund is based on maximum one times the amount of the credit line associated with the Main Card Holder's Erste Max Credit Card. If the amount of the Main Card Holder's credit line exceeds HUF 200,000, the Basis of Erste Forint Collection will be HUF 200,000. The Main Card Holder may receive a refund on purchases with this maximum total amount from the Bank in the form of Erste Forints in a particular settlement period. Thus, the Basis of Erste Forint Collection relates in aggregate to the General Erste Forint Refund and the Erste Forint Refund Bonus. If the amount of Purchase Transactions debited to the credit account in the settlement period in question exceeds the amount of the credit line or HUF 200,000, the Bank will take into account the Purchase Transactions debited earlier in time in when calculating Erste Forints. The Basis of Erste Forint Collection is understood at account level, i.e. together for the Main Card and the Supplementary Card.

#### MCC code:

The four-digit merchant category code associated with the individual categories in the classification system corresponding to the merchant categories determined by the card company on the basis of the activities of the Bank and/or Merchants accepting

credit cards. The accepting bank includes the Merchant in question in a particular merchant category and sets the code belonging to the category in the Merchant's system. The Card Holder does not see the MCC code on the purchase receipt or the monthly account statement/via internetbanking/mobilapplication service. Erste Bank sees the MMC code in the transaction data received and accounts for the Erste Forint Refund on the basis of it, taking into account the Basis of Erste Forint Collection.

Erste Forint:

It means the settlement units collected on the amount of Purchase Transactions made with an Erste Max Credit Card issued by the Bank, which the Bank keeps a record of in its own system under these terms and which the Main Card Holder redeems and uses in accordance with these Terms of Participation.

Bonus Erste Forint:

The Card Holder may collect Bonus Erste Forints in the promotional period announced by the Bank, in accordance with the terms of promotion or in other cases on his or her purchases with an Erste Max Credit Card.

Redemption of Erste Forints:

The Main Card Holder may redeem his or her Erste Forints in the manner and under the conditions set out in Section IV.

Erste Forint balance:

The difference between Erste Forints recorded and credited by the Bank to the Erste Forint collection account and the redeemed Erste Forints.

Erste internetbanking service:

George Web service

Erste mobilapplication service:

George App service

## **II. General rules for Erste Forint Refunds**

1. These Terms of Participation are valid from their entry into force until revoked.
2. During the term of these Terms of Participation, purchase refunds may be requested in the form of Erste Forints in connection with Visa Classic or MasterCard Erste Credit Cards issued and to be issued by the Bank. Erste Credit Cards which an Erste Forint Refund under these Terms of Participation is associated with qualify as **Erste Max Credit Cards** during the term of these Terms of Participation.
3. The Main Card Applicant/Main Card Holder may indicate his or her intent to receive Erste Forint Refunds in writing at any branch of Erste Bank as follows and, at the same time, accepts these Terms of Participation as binding upon him or herself:

- (a) If a new Erste Max Credit Card is applied for, on the Credit Card application form.
  - (b) In the case of Main Card Holders holding an existing Erste Joker Credit Card or Erste Visa Classic Credit Card, in the form of the document entitled 'Declaration on Using the Erste Max Credit Card Programme'. In this case, the Erste Forint Refund scheme takes effect on the date following the first Effective Date after the intent to participate has been signalled. In this case, the Bank does not replace the existing plastic card. The Card Holder will receive an Erste Max plastic card when the card is renewed, regenerated or replaced.
4. The Bank reserves the right to refuse a request for joining the Erste Max Programme at the level of the individual Credit Accounts.
  5. Erste Forint Refunds may only be requested in connection with Erste Credit Card products. It may not be requested for co-branded credit cards issued by Erste Bank, such as Wizz Air Credit Card, Erste SuperShop Credit Card, Ferrari Credit Card, 'Erste Törlesztéskönnyítő' (repayment-facilitating) Credit Card and Erste Platinum Credit Card.
  6. The Erste Forint Refund function may only be requested in the case of Erste Credit Cards for which a conditional maximum issuance fee discount may be used against purchases and no other conditional discount.
  7. Erste Bank is entitled at its sole discretion without the extra statement of the Account Holder to set up another promotional programme offered by Erste Bank to the Account Holder based on the purchase customs– if possible - in case present programme Terms of Participation is withdrawn.

### III. Detailed rules for Erste Forint Refunds

1. The Account Holder receives purchase refunds in the form of Erste Forints on Purchase Transactions made with an Erste Max Credit Card as follows:

*(a) General Erste Forint Refund*

- The rate of the general purchase refund is **1% of the amount of the Purchase Transaction made with an Erste Max Credit Card in the form of Erste Forints.**

The Bank does not credit Erste Forints on the following transactions made by the Card Holder with an Erste Max Credit Card:

- In the case of Purchase Transactions for buying financial instruments traded on the stock exchange and off-board, such as securities, stock market indices, commodity market products (e.g. gold, oil, etc.) and foreign exchange;
- fees and interest charged by the Bank;
- cash withdrawal-type transactions (eg Transferwise, Revolut);

- betting/gaming-type transactions via merchant POSs or on the Internet;
- Purchase Transactions over the amount of the credit line;
- wire transfer transactions made with an Erste Max Credit Card through the Erste MobilePay service;
- **on direct debit executed from an Erste Max Credit Card settlement account;**
- on one-time HUF transfers from an Erste Max Credit Card settlement account;
- on any type of postal transaction or other service or merchandise transaction offered by another financial institution (eg. Revolut transaction).

*(b) Erste Forint Refund Bonus*

- The Account Holder **may choose three Priority Shop Categories** from the eight Shop Categories specified by the Bank, where he or she is entitled to a Purchase Refund Bonus in the form of Erste Forints. The General Erste Forint Refund and the Erste Forint Refund Bonus are added up.
  - The rate of the Erste Forint Refund Bonus is 3% of the amount of purchases made with an Erste Max Credit Card in the Priority Shop Category in addition to the General Erste Forint Refund. Thus, in the Priority Shop Category, together with the General Erste Forint Refund, the rate of the purchase refund is up to **4% in total of the amount of purchases made with an Erste Max Credit Card in the form of Erste Forints.**
2. Within a given settlement period, the Main Card Holder is entitled to purchase refunds up to one times the amount of the credit line, but on Purchase Transactions to the maximum total value of HUF 200,000, in the form of Erste Forints. If the amount of Purchase Transactions debited to the credit account in the settlement period in question exceeds the amount of the credit line or HUF 200,000, the Bank will give an Erste Forint Refund on the Purchase Transactions debited earlier in time.
  3. When Erste Forints are credited, the chronological order of the debiting of Purchase Transactions prevails, and purchases made in the Priority Shop Category do not have priority.
  4. The Account Holder may choose the **three Priority Shop Categories** from the following eight Shop Categories:

Shop category	Shop types
<b>Petrol Station</b>	Petrol stations
<b>Fashion</b>	Clothing shops, shoe shops, sport stores, lingerie and underwear shops, and leather product shops

<b>Home</b>	Home furnishings stores, furniture stores and furnishing material shops
<b>DIY and Garden</b>	DIY stores and garden centres
<b>Electronic Stores</b>	Electronic stores
<b>Travel</b>	Air tickets, hotels, travel agencies, car rental, train tickets, coaches, urban transport and taxis
<b>Beauty Care and Health</b>	Druggists', chemists', pharmacies and perfumeries
<b>Entertainment</b>	Bookstores, cinemas, theatres, restaurants, fast food restaurants, pubs, ticket offices and concert tickets

5. If the Petrol Station Shop Category is chosen, Erste Bank will provide an Erste Forint Refund Bonus on **purchases made at petrol stations to the total value of maximum HUF 30,000 per month** if allowed by the chronological order in which the transactions are debited. The Erste Forint Refund Bonus is not due for purchases made at petrol stations over this amount in the reference month, but the General Erste Forint Refund is valid up to the amount of the Basis of Erste Forint Collection. The Erste Forint Refund Bonus is determined at the account level, thus the **maximum purchase amount**, up to which the Bank provides an Erste Forint Refund Bonus:

- (a) relates to *all Purchase Transactions made with a Main Card and a Supplementary Card* and is not determined separately for each card; and
- (b) relates to Purchase Transactions recorded on the credit account *from a specific Effective Date until the next Effective Date*.

The Bank is entitled, in connection with the Priority Shop Categories, to set additional maximum purchase amount limits with respect to crediting the Erste Forint Refund Bonus.

6. The Shop Category of the Purchase Transaction made with an Erste Max Credit Card is determined **on the basis of the Shop Type where the purchase was made**. For example, if the Account Holder indicated the Shop Category of 'Fashion' as a Priority Category and clothing articles are purchased with the Erste Max Credit Card in a hypermarket, only the General Erste Forint Refund applies to this purchase, while the Erste Forint Refund Bonus does not, because the purchases were made not in a Shop Type belonging to the 'Fashion' Shop Category, i.e. in a clothing shop.
7. Only the Shop Types specified in Section III/4. belong to the Shop Category in question, notwithstanding that the Shop Category might allow wider interpretation of its name. For example, the category called 'Electronic Stores' only include electronic stores and not IT, mobile communication or photo and optical shops.

8. In determining the Erste Forint Refund Bonus, the Bank always determines the Shop Category on the basis of the merchant category code (MMC code) specified in the transaction by the bank accepting the credit card. Erste Bank does not assume liability for the correctness of the merchant category code of the bank accepting the credit card and the Bank is not able to enter the merchant category code (MCC code) belonging to the merchant prior to the transaction. The merchant category codes associated with the Shop Categories are included in Annex 1 to this document. Furthermore Erste Bank does not assume liability for the correctness of the merchant category code, in case the Purchase was made **not directly with an Erste Max Credit Card** (eg. the Purchase was made with an Erste Max Credit Card registered in Curve and the Purchase was made via Curve).
9. The Account Holder may choose the Priority Shop Categories when requesting a purchase refund in the form of the documents specified in Section II/3.
10. The Account Holder is entitled to modify the Priority Shop Categories if the period between the announcement of the request for modification and the request at the time of the card application/latest modification of requesting the Priority Shop Category exceeds 180 calendar days. This period is automatically checked by the system. The Erste Forint Refund under the modified Priority Shop Categories takes effect on the first Effective Date after modification, thus it relates to Purchase Transactions debited to the credit account as of the first banking day following the first Effective Date after the modification.
11. The Erste Forint Refund (including the General Erste Forint Refund and the Erste Forint Refund Bonus) relates to **both domestic and foreign transactions** made with Erste Max Credit Cards. In the case of Purchase Transactions made in currencies other than HUF, the Erste Forint Refund applies to transaction amounts debited in HUF to the Credit Account, up to the Basis of Erste Forint Collection.
12. **The Erste Forint Refund also applies to Purchase Transactions made with Supplementary Cards.** The Erste Forint Refund is determined at the Credit Account level, thus the Erste Forint Refund Bonus is also due in the case of transactions made with a Supplementary Card in the same Priority Shop Categories specified by the Account Holder as in the case of transactions made with a Main Card. Purchase Transactions made with a Supplementary Card are also included in the Main Card Holder's Basis of Erste Forint Collection, considering that no independent Basis of Erste Forint Collection is associated with the Supplementary Card.
13. The Bank keeps a record of the Erste Forints on the Main Card Holder's Erste Forint Account Balance even if the purchase is associated with the Supplementary Card. Only the Main Card Holder, and not the Supplementary Card Holder, may initiate the redemption of credited Erste Forints for a refund.

14. **The Erste Forint Refund is due only in the case of Purchase Transactions made against the Credit Line**, thus the Account Holder is not entitled to a General Erste Forint Refund and an Erste Forint Refund Bonus in the case of Purchase Transactions accounted for to the debit of an Overpaid Credit Account.
15. **Erste Bank rounds down the amount of the Erste Forints due for purchases to an integer Erste Forint amount.** Therefore, e.g. in the event of a purchase worth HUF 3,999, the collected General Erste Forints amount to 39 Erste Forints and not 40 Erste Forints.
16. If, in the case of particular goods or service paid for with an Erste Max Credit Card, the goods are returned or a correction amount is credited as a result of a double transaction after the transaction has been recorded, thus the amount of the Purchase Transaction is credited to the Credit Account, Erste Bank will not provide either a General Erste Forint Refund or an Erste Forint Refund Bonus for this transaction. If the Erste Forints due for purchases have already been credited to the account, the Bank is entitled to debit the credited Erste Forints to the Main Card Holder's Erste Forint account balance. **If goods are returned or a correction amount is credited as a result of double transaction, the Card Holder will be responsible for notifying the Bank of the transaction.** If the Card Holder fails to notify the Bank of the above-mentioned transaction(s), it will be deemed the Card Holder's intentional conduct in breach, on the basis of which the Bank will be entitled to terminate the Credit Card Contract.
17. Erste Bank does not credit Erste Forints on the days when the Main Card Holder Customer holding an Erste Max Credit Card owes an overdue debt to Erste Bank as a result of the credit card contract.
18. If the Card Holder holds an Erste Max Credit Card as Main Card Holder and terminates it within 12 (twelve) months from application, then he or she applies for a new Erste Max Credit Card within 12 (twelve) months from termination as Main Card Holder, **he or she will not be entitled to a Bonus for Joining the Card with respect to the new credit card (see Section VI for details), and no other one-time application promotions will apply to the new credit card.**
19. The Bank sends a notice of the Erste Forints collected and redeemed through the use of an Erste Max Credit Card to the Main Card Holder once a month as part of the Credit Card Account Statement.
20. The Erste Forints collected by the use of an Erste Max Credit Card can be viewed by purchase and in total via Erste internetbanking/mobile application service, after logging in as required by the Bank. As a result, **when an Erste Max Credit Card is applied for, the Bank recommends that the Main Card Holder apply for Erste internetbanking service if he or she does not have it yet.**



21. The Bank's customer service and branches cannot provide information about the Erste Forints collected.
22. Complaints about the Erste Forints credited are investigated within the Bank's competence and on the basis of its rules of procedure. When the well-foundedness of a complaint is determined, the Bank's systems prevail.
23. The Bank credit the Erste Forints (1%) to the Main Card Holder's Erste Forint Balance after booking of the Purchase transaction. The Bank credits the Erste Forints collected in the Priority Shop Categories (3%) to the Main Card Holder's Erste Forint Balance after the booking of the Purchase transactions and after the credit of the 1% Erste Forints followed by the MCC code ckecking of the Priority Shop Categories.
24. The Bank credits the Erste Forints collected through purchases to the Main Account Holder's Erste Forint Account Balance on the date when the Purchase Transaction is booked.
25. The Bank only credits Erste Forints on Payment Transactions that have been paid with an Erste Max Credit Card. The Bank does not assume liability for the Card Holder not being able to pay for a particular purchase with an Erste Max Credit Card due to a technical problem arising at the accepting bank or the international card company or other technical reasons. If a particular Purchase Transaction is not paid for with an Erste Max Credit Card for any reason, the Bank will not credit the Erste Forints due for it.
26. Under the promotion announced by the Bank, the Card Holder may obtain Promotional Erste Forints under the terms and to the extent other than those set out in these Terms of Participation. The Bank informs the Card Holders about such special offers from time to time.

In the case of an Erste Max Credit Card applied for by changing the type of the Card Holder's existing Credit Card issued by Erste Bank or by the consolidation of his or her two existing Credit Cards issued by Erste Bank, a balance transferred from the replaced/terminated Credit Card issued by Erste Bank to an Erste Max Credit Card does not qualify as a purchase, thus no Erste Forints will be credited for the transferred balance.

In the case of the Card Holder's Credit Card applied for by changing the type of his or her existing Erste Max Credit Card and issued by Erste Bank, he or she is entitled to redeem the Erste Forint balance until applying for the new type of Credit Card issued by Erste Bank.

Erste Forint balance can not transfered to the promotional program of a new credit card type. For example, if the new credit card type is a Wizz Air credit card, Erste Forints collected can not be credited to the Wizz Air credit card as Wizz Air points.

27. In the event of the termination of the Card Holder's Erste Max Credit Card Contract for any reason, including changing the type of the Credit Card or the consolidation of his or her two existing Credit Cards issued by Erste Bank, the Card Holder may redeem the Erste Forint balance until the termination of the

Credit Account. Simultaneously, the Erste Forint balance is deleted. If the Bank terminates the Erste Max Credit Card Contract, the collected, not yet redeemed Erste Forints will be automatically deleted.

#### **IV. Redemption of Erste Forints for a refund**

1. The Erste Forints may be used in the manner and under the terms stated in these Terms of Participation. The Erste Max Credit Card Programme has an indefinite term and may be terminated at any time. The terms of the Erste Max Credit Card Programme may change at the Bank's discretion, i.e. the Bank is entitled in such cases to unilaterally amend these Terms without the Card Holder's prior specific notification. The prevailing Terms of Participation of the Erste Max Credit Card Programme can be viewed on the Bank's website ([www.erstebank.hu](http://www.erstebank.hu)).
2. **The Main Card Holder may redeem the collected Erste Forints for a refund in the following eight Shop Categories: Petrol Station, Fashion, Home, DIY and Garden, Electronic Stores, Travel, Beauty Care and Health, and Entertainment.**
3. Minimum redeemable amount 5,000 Erste Forints. Based on this, the Main Card Holder may initiate the redemption for a refund of his or her collected Erste Forints if he or she has collected at least 5,000 Erste Forints. **Erste Forints can only be redeemed with a valid credit card.**
4. The Main Card Holder may redeem the collected Erste Forints after dividing them between several Shop Categories, but each redemption of Erste Forints must reach 5,000 Erste Forints in every Shop Category. For example, if the Main Card Holder would like to receive a refund in a particular month in both the Petrol Station and Fashion category, he or she must have at least 5,000 Erste Forints for redemption in each of the Petrol Station and Fashion category.
5. The Main Card Holder may initiate the redemption of collected Erste Forints in the same Shop Category even several times within a settlement period, but each redemption of Erste Forints must reach 5,000 Erste Forints.
6. When redeemed, the collected Erste Forints correspond to the same HUF amount, i.e. 1 (one) Erste Forint = 1 (one) Hungarian forint.
7. The Erste Forints may be redeemed for a refund, but not in cash.
8. The validity of the previously collected Erste Forints on the Card Holder's Erste Forint account balance is 3 years from the credit of Erste Forint as of 15/08/2022. From 15/08/2022, the Bank will cancel the unredeemed (not scheduled for a refund) Erste Forints on the first balance sheet date following the maturity date (for example: Erste Forint credit: 01/07/2020, expiration date: 01/07/2023, 10th day of each balance sheet date, cancellation: 10/07/2023)
9. **If the Main Card Holder would like to redeem the collected Erste Forints for a refund, he or she needs to initiate the redemption at least one business day before a planned purchase or after the purchase but before**

**the next Effective Date via Erste internetbanking/mobile application service** (under the menu item Bank Cards/Erste Forint Records). When indicating his or her intent of redemption, the Main Card Holder must enter the amount of the Erste Forints to be redeemed via Erste internetbanking/mobile application service and in which of the eight Shop Categories he or she would like to use them.

10. After learning the Main Card Holder's intent of redeeming Erste Forints, the Bank earmarks the Erste Forints to be redeemed for a refund and debits them to the Erste Forint collection account. From 15/08/2022, the Bank will always cases prescribe the Erste Forints, the oldest in time, for a refund.
11. If a purchase has been entered on a Credit Account associated with a Credit Card in the selected Shop Category, Erste Bank will automatically credit the amount of the redeemed Erste Forints due for the purchase in HUF to the Credit Account associated with the Credit Card on the next Effective Date. With this, money is refunded or, in other words, a purchase refund is given.
12. The amount earmarked for a refund may be used for Purchase Transactions by both the Main Card Holder and a Supplementary Card Holder in the selected Shop Category. When the refunded amount is used, the date of booking the Purchase Transaction made by the Card Holder(s) on the Credit Account prevails.
13. If the amount earmarked for a refund (to be redeemed) is less than the amount of the Purchase Transaction made in the selected Shop Category, the amount earmarked for a refund will be credited to the Credit Account. If the amount earmarked for a refund exceeds the amount of the Purchase Transaction in the selected Shop Category, the amount of the Purchase Transaction will be credited, and the remaining amount will be credited on the Effective Date following the recording of the next Purchase Transaction(s) made in the selected Shop Category.
14. A refund is given on a current Effective Date only for Purchase Transactions that were recorded not later than by the current Credit Card Effective Date. Erste Bank will settle a refund on Purchase Transactions recorded after that date on the following Effective Date.
15. Erste Bank will automatically reduce the amount of debt existing on the Effective Date by the amount of refund, and will determine the Minimum Amount Payable afterwards. The payment of such amount is governed by the same applicable provisions of the Credit Card Contract. Consequently, the amount of the refund will not be set off against the Minimum Amount Payable, but will reduce the debt existing on the Effective Date.
16. The refund is given in one sum per Shop Category on the Effective Date on the basis of the Purchase Transactions recorded on the Credit Account in the settlement period in question, depending on the amount of the purchases completed.

Erste Bank notifies the Account Holder of the amount of the refund every month in the Account Statement.

17. The amount is credited on grounds of 'purchase refund', which qualifies, on the basis of the regulations in force under the Personal Income Tax Act, as a tax-free benefit in kind given for business policy purposes.
18. Erste Bank's systems prevail in establishing eligibility for refunds and their amounts.
19. In the case of transactions complained about by the Main Card Holder, Erste Bank reserves the right to individual deliberation. Based on the results of the investigation of a complaint, Erste Bank decides whether any correction is needed in connection with the above-mentioned transaction.
20. Erste Bank does not credit refunds to Main Card Holder Customers holding an Erste Max Credit Card, who owe any overdue debt to Erste Bank on the Credit Card Effective Date as a result of a credit card contract.
21. Erste Bank does not credit any refund amount to Main Card Holder Customers holding an Erste Max Credit Card in the case of whom the Bank already terminated the Credit Card Contract on the Effective Date in question or the Main Card Holder has already initiated the termination of the Credit Account, irrespective of the date of termination or cessation of the contract within the settlement period in question.
22. The Terms of Participation, as in force, are available at the website [www.erstebank.hu](http://www.erstebank.hu) and at Erste Bank's branches.
23. These Terms of Participation are valid until revoked, i.e. Erste Bank is entitled to terminate the refund promotion and to repeal these Terms of Participation at any time. The Erste Forint refund promotion associated with Erste Max Credit Cards lasts for an indefinite period, but during its term the rules of Erste Forint Refunds associated with the Erste Max Credit Card specified in these Terms of Participation may be amended, i.e. Erste Bank is entitled to unilaterally amend these Terms of Participation without stating reasons and without specifically notifying the Credit Card Holder in advance. Erste Bank notifies the Customers of the amendment or revocation of the Terms of Participation in the manner specified in Section 22 above.
25. In case of interpretation dispute it is Hungarian Language is authoritative.

## **V. Data management and data protection**

1. The Card Holder has the right to request information about the management of his or her personal data at any time at the address of Erste Bank Hungary Zrt., Budapest, Pf. 1933, Hungary, may request the correction or deletion of his or her personal data, and may exclude that the Bank offers its services to him or her directly in the future.

## **VI. Promotion of new Erste Max Credit Card applications-Joining Bonus**

**A The Bank will withdraw the joining bonus promotion from 01.07.2022.**

VI.1. Main Card Holder Customers holding an Erste Max Credit Card, who **apply for a new Erste Max Credit Card Main card** and their application is approved by the Bank, **will be credited a one-time Bonus for Joining the Card of 5,000 (five thousand) Erste Forints if they meet the conditions set by the Bank.**

The Bank provides a Bonus for Joining the Card only if a newly issued Erste Max Credit Card Main Card is applied for, and not in the case of a Supplementary Card application.

**Promotion is valid for Erste Max Credit Card applications for before 30/09/2021 and 01/01/2022. between 30/06/2022.**

VI.2. Main Card Holder Customers holding an Erste Max Credit Card, who apply for a new Erste Max Credit Card Main card and their application is approved by the Bank, will be credited a one-time Bonus for Joining the Card of 10,000 (ten thousand) Erste Forints if they meet the conditions set by the Bank. The Bank provides a Bonus for Joining the Card only if a newly issued Erste Max Credit Card Main Card is applied for, and not in the case of a Supplementary Card application.

**Promotion is valid for Erste Max Credit Card applications between 01/10/2021 and 31/12/2021.**

**(A) Detailed rules of application promotion:**

1. Main Card Holders (the 'Main Card Holder' or 'Account Holder') holding an Erste Max Credit Card (the 'Credit Card'), who meet each of the following conditions, may participate in the purchase refund promotion (the 'Promotion') organised by ERSTE BANK HUNGARY ZRT. (head office: H-1138 Budapest, Népfürdő u. 24–26., Hungary, company register No: Metropolitan Court, Cg. 01-10-041054) (the 'Bank'):

In case Credit Card application date is before July 1<sup>st</sup>, 2019

- 1.1 applies for a new Erste Max Credit Card Main Card at any Erste Bank branch or from the Bank's on-site vendors (typically in plazas in Budapest) or from mobile bankers as of 16 January 2017;
- 1.2 provides a mobile phone number and an email address on the Credit Card application form;
- 1.3 consents to Erste Bank sending messages relating to its products and services to these contact points;
- 1.4 applies for a free Erste internetbanking Service.

In case Credit Card application is on July 1<sup>st</sup>, 2019 or July 1<sup>st</sup> 2019 between June 30<sup>st</sup> 2022

- 1.1. applies for a new Erste Max Credit Card Main Card at any Erste Bank branch or from the Bank's on-site vendors (typically in plazas in Budapest) or from mobile bankers or online;

- 1.2. provides a mobile phone number and an email address on the Credit Card application form in order to enable Erste Bank to contact Him/Her relating its products and services via phone, SMS, e-mail and internetbanking service;
  - 1.3. applies for Erste internetbanking service and request e-statement;
  - 1.4. completes at least one purchase transaction with the card within 60 days of the approval of Erste Max Credit Card. The purchase transaction must be booked within the period quoted above. The date of the entry into force of the Erste Max Credit Card Card Confirmation Letter of Credit Card Agreement/Confirmation of Acceptance of Credit Card and Related Services Application, Credit Card Agreement shall be deemed to be the date of approval of the Erste Max Credit Card.
2. Furthermore, it is possible to participate in the promotion if, in the case of on-the-spot credit card applications (in plazas) or applications with a mobile banker, the Applicant signed the application form required for an Erste Max Credit Card (Main Card) application or, if it is sold at a bank branch, the Erste Max Credit Card Contract in the promotional period, and the Bank positively assessed the application, after which the Bank issues the Erste Max Credit Card to the Main Card Holder.
  3. The promotional offer is only valid if a Main Card, and not a Supplementary Card, is applied for. The Main Card Holder is entitled to a Bonus for Joining the Card.
  4. Erste Max Credit Card Main Cards applied for by changing the type of the Card Holder's existing Credit Card issued by Erste Bank or by the consolidation of his or her two existing Credit Cards issued by Erste Bank do not qualify as new applications, thus they may not participate in this promotion.
  5. The promotional offer is not applicable in case the Customer at the time of the Credit Card application already has an Erste Mac Credit Card as a Main Cardholder.
  6. Private persons who already applied, in the 12 (twelve) months before applying for a new Erste Max Credit Card, for a credit card issued by Erste Bank as Main Card Holders and wish to replace their above existing credit card with an Erste Max Credit Card Main Card may not participate in the promotion.
  7. If the Cardholder has an Erste Max Credit Card as a Main Cardholder and terminates it within eighteen (18) months of the date of application and then applies for a new Erste Max Credit Card as a Main Cardholder within twelve (12) months of the date of termination, the new credit card will not be eligible for the Joining Bonus and the new credit card will not be eligible for any other promotions for case-by-case applications.
  8. The Bank credits the Bonus for Joining the Card – in case conditions listed in section VI.A.1 – VI.A.6. are met – within 3 weeks the purchase transaction was booked to the Main Card Holder's Erste Forint collection account in the form of Erste Forints.

9. If the Card Holder lodges a complaint, the Bank reserves the right to individual deliberation. The result of the investigation of the complaint will determine whether any correction is needed in connection with the Bonus for Joining the Card.
10. The Main Card Holder may seek information about the crediting of the Bonus for Joining the Card via Erste internetbanking/mobile application service or from the monthly credit card account statement.
11. If the Main Card Holder terminates the Erste Max Credit Card (Main Card) applied for under this promotion within 12 (twelve) months from its issuance, the Bank will be entitled to withdraw the Bonus for Joining the Card by debiting the Main Card Holder's credit account with the amount of the Erste Forints. If the Card Holder has already redeemed the Erste Forints (given as Joining Bonus) for a refund, the Bank will debit the amount equalling the Joining Bonus to the Main Card Holder's credit account.
12. If the Card Holder is entitled to a Bonus for Joining the Card under the provisions of this section, he or she will not be entitled to any other Erste Forints credited under a programme specified by the Bank.
13. The Bonus for Joining the Card may be redeemed for a refund in accordance with the provisions of Section IV of these Terms of Participation.
14. The Bonus for Joining the Card may not be redeemed in cash.
15. The Bank reserves the right to unilaterally modify the terms of promotion at any time or to unilaterally suspend or terminate the promotion.

## **VII. Promotion of new Erste Max Credit Card applications**

### **1. Eligible for promotion**

Main Card Holder Customers holding an Erste Max Credit Card, who apply for a new Erste Max Credit Card Main card between 1 January 2022 and 30 April 2022 and their application is approved by the Bank 31 May 2022.

Main Card Holder Customers holding an Erste Max Credit Card, who apply for a new Erste Max Credit Card Main card between 1 July 2022 and 30 September 2022 and their application is approved by the Bank 31 October 2022.

### **2. Not eligible for promotion**

- Erste Max Credit Card Main Cards applied for by changing the type of the Card Holder's existing Credit Card issued by Erste Bank or by the consolidation of his or her two existing Credit Cards issued by Erste Bank do not qualify as new applications, thus they may not participate in this promotion.
- The promotional offer is not applicable in case the Customer at the time of the Credit Card application already has an Erste Max Credit Card as a Main Cardholder.

- Supplementary Credit Card applications are not eligible for the promotion.

### 3. Promotion

Within the framework of the promotion, the Bank will provide the Account Holder (Main Credit Card Holder) with a 10% purchase refund in the form of Erste Forints up to a maximum value of 10,000 Erste Forint for the Purchase Transactions performed with the Erste Max Credit Card applied for as described in VII.1.meeting the following conditions:

- The purchase was debited to the Credit Card Account within 3 months of the credit card agreement taking effect and was made with the main card or supplementary card.
- The maximum refund amount is for 3 months and applies to all purchases made with the main card and the supplementary card together (not determined separately for each card).
- Purchases were made domestically at the following merchants

<u>Merchant category code</u> (MCC)	<u>Merchant category type</u>
5411	food, supermarket
5422	frozen foods, butcher shop
5441	seeds
5451	dairy product
5462	bakery
5499	other foods

- Erste Bank does not assume liability for the correctness of the merchant category code of the bank accepting the credit card and the Bank is not able to determine the merchant category code (MCC code) belonging to the merchant prior to the transaction. Furthermore Erste Bank does not assume liability for the correctness of the merchant category code, in case the Purchase was made not directly with an Erste Max Credit Card (eg. the Purchase was made with an Erste Max Credit Card registered in Curve and the Purchase was made via Curve).
- Erste Bank rounds down the amount of the Erste Forints due for purchases to an integer Erste Forint amount. Therefore, e.g. in the event of a purchase worth HUF 3,999, the collected Erste Forints amount are 39 Erste Forints and not 40 Erste Forints.
- The Bank checks the transactions on a quarterly basis and initiates the crediting of refund in the form of Erste Forints:
  - Q1: April 10
  - Q2: July 10



Q3: October 10

Q4 January 10

If one of the previous dates falls on a bank holiday, the Bank shall check the transactions on the first bank working day thereafter and initiate the crediting of the refund in the form of Erste Forints.

- The Erste Forint Refund is due only in the case of Purchase Transactions made against the Credit Line, thus the Account Holder is not entitled to Erste Forint Refund in the case of Purchase Transactions accounted for to the debit of an Overpaid Credit Account.
- If, in the case of particular goods or service paid for with an Erste Max Credit Card, the goods are returned or a correction amount is credited as a result of a double transaction after the transaction has been recorded, thus the amount of the Purchase Transaction is credited to the Credit Account, Erste Bank will not provide an Erste Forint Refund for this transaction. If the Erste Forints due for purchases have already been credited to the account, the Bank is entitled to debit the credited Erste Forints to the Main Card Holder's Erste Forint account balance. If goods are returned or a correction amount is credited as a result of double transaction, the Card Holder will be responsible for notifying the Bank of the transaction.
- The Main Cardholder can find out about the credit via the Erste internet banking service / mobile application service or on the monthly credit card account statement.

### **VIII. Additional Terms for Erste Max Credit Card Holders (previously having an Erste Repayment Facilitator Credit Card)**

1. In case the Erste Max Main Credit Card Holder has a minimum 5000 Erste Forints on the Erste Forint Point Collection Account on the dates specified in Section VIII.8. and the Card Holder did not initiate the redemptions of these Erste Forints, the Bank automatically credits the Erste Forints on mortgage-related repayment account, of which the Main Card Holder of the Credit Card is the account holder or co-owner against the Erste Forints collected. When crediting of Erste Forints collected the Bank regards the mortgage-related moratorium account as mortgage-related repayment account.

2. The Bank credits the amount specified in VIII.1. in HUF currency, in the form of a credit, on the repayment account relating to a valid mortgage, in which mortgage the Main Card Holder is Principal Debtor and is owner of the related mortgage repayment account owner (main or co-owner).

3. In the event that the Main Cardholder has several bank accounts designated as repayment accounts in form of ownership (main or co-owner), the credit specified in VIII.1. is credited to the huf-based mortgage repayment account.

If the Main Cardholder has several repayment accounts of the same currency, the credit shall be made on the repayment account to which the mortgage was paid earlier in time.

4. If the Main Card Holder has only a foreign currency repayment account, the credit specified in VIII.1 shall be converted to the currency of the account at the selling price of the account conversion currency valid on that day.

5. The Bank credit specified in VIII.1. shall be credited to the mortgage repayment account in case mortgage is valid on the date of the monthly invoicing date of the Credit Card.

6. The credit specified in Section VIII.1 is made under the title "purchase refund", which is to be considered as tax-free benefit granted for business policy purposes under SZJA legislation in force

7. The credit specified in VIII.1. may be used by the owner or co-owner of the repayment account to repay his mortgage or for other purposes.

8 The quarterly periods at the end of which the Bank checks the balance of the Erste Forint collection account and initiates the crediting of the assembled Erste Huf in accordance with VIII.1. to the repayment account linked to the mortgage:

Q1: April 10

Q2: June 10

Q3: October 10

Q4 January 10

If one of the previous dates falls on a bank holiday, the Bank shall check the balance of the Erste Forint collection account on the first bank working day thereafter and initiate the crediting of the accumulated Erste Forints specified in VIII.1. to the repayment account related to the mortgage. The credit shall be made within 5 (five) bank business days after the credit is initiated.

## **IX. Additional Terms for Erste Max Credit Card Holders with Baby Expecting Package**

The Bank also calls the Erste Max Credit Card requested with the Baby Expecting Package as the Erste Max Baby Expecting Credit Card.

The Bank will grant the Credit Card Account Holder a 10% purchase refund in the form of Erste Forints for purchase transactions made with the Erste Max Baby Expecting Credit Card up to a maximum of HUF 10,000 if they comply with the following conditions:

1. Purchase was settled on the Credit Card Account within 1 year of the entry into force of the credit card agreement. Purchase was made with the Main or the Supplementary Card.

2. The maximum amount of refund is valid for 1 year and for the transactions made with both the Main or the Supplementary Card together, not separately.

3. Purchases were made domestically at the following merchants:

<u>Merchant name</u>	<u>Merchant category codes (MCC codes)</u>
Brendon babaáruházak	5641, 5331
Mini-Manó Kft	5641, 5611, 5651
Babaszafari Bababolt	5641
Elefáni Babadiszkont	5641
Mamas & Papas	5641

Erste Bank does not assume liability for the correctness of the merchant category code of the bank accepting the credit card and the Bank is not able to enter the merchant category code (MCC code) belonging to the merchant prior to the transaction. Furthermore Erste Bank does not assume liability for the correctness of the merchant category code, in case the Purchase was made not directly with an Erste Max Credit Card (eg. the Purchase was made with an Erste Max Credit Card registered in Curve and the Purchase was made via Curve).

4. Erste Bank rounds down the amount of the Erste Forints due for purchases to an integer Erste Forint amount. Therefore, e.g. in the event of a purchase worth HUF 3,999, the collected General Erste Forints amount to 39 Erste Forints and not 40 Erste Forints.

5. The Bank checks the transactions on a quarterly basis and initiates the crediting of refund in the form of Erste Forints:

Q1: April 10

Q2: June 10

Q3: October 10

Q4 January 10

If one of the previous dates falls on a bank holiday, the Bank shall check the transactions on the first bank working day thereafter and initiate the crediting of the refund in the form of Erste Forints.

## **X. Additional Terms for Erste Max Credit Card Holders with Home Package**

The Bank also calls the Erste Max Credit Card requested with the Home Package as the Erste Max Home Credit Card.

The Bank will grant the Credit Card Account Holder a 10% purchase refund in the form of Erste Forints for purchase transactions made with the Erste Max Home Credit Card up to a maximum of HUF 30,000 if they comply with the following conditions:

1. Purchase was settled on the Credit Card Account within 1 year of the entry into force of the credit card agreement. Purchase was made with the Main or the Supplementary Card.

2. The maximum amount of refund is valid for 1 year and for the transactions made with both the Main or the Supplementary Card together, not separately.

3. At the time of purchase, the customer must have Home and/or DIY, /Garden is set to a priority category for the card and the purchase is set at dealers belonging to the Home and/or DIY/Garden category, carried out domestically:

Shop category	Shop types	Merchant category codes (MMC code)
<b>Home</b>	Home furnishings stores, furniture stores	5712, 5719, 5021, 5722
	Furnishing material shops	5713, 5714
<b>DIY and Garden</b>	DIY stores	5200, 5085
	Garden centres	5261, 0780

For example: The customer has the Home priority category set and the purchase at a retailer in the Home category (e.g. MCC: 5712) occurred, then you are entitled to a refund for the Home package.

For example: Petrol Station and DIY/Garden and Fashion are highlighted for the customer categories are set and the purchase belongs to the Home category at a merchant (e.g. MCC: 5712), then Home is not eligible for refund due to package.

Erste Bank does not assume liability for the correctness of the merchant category code of the bank accepting the credit card and the Bank is not able to enter the merchant category code (MCC code) belonging to the merchant prior to the transaction. Furthermore Erste Bank does not assume liability for the correctness of the merchant category code, in case the Purchase was made not directly with an Erste Max Credit Card (eg. the Purchase was made with an Erste Max Credit Card registered in Curve and the Purchase was made via Curve).

4. Erste Bank rounds down the amount of the Erste Forints due for purchases to an integer Erste Forint amount. Therefore, e.g. in the event of a purchase worth HUF 3,999, the collected General Erste Forints amount to 39 Erste Forints and not 40 Erste Forints.

5. The Bank checks the transactions on a quarterly basis and initiates the crediting of refund in the form of Erste Forints:

Q1: April 10

Q2: June 10

Q3: October 10

Q4 January 10

If one of the previous dates falls on a bank holiday, the Bank shall check the transactions on the first bank working day thereafter and initiate the crediting of the refund in the form of Erste Forints.

In case of discrepancy the Hungarian version of Erste Max Credit Card Programme Terms of Participation is the decisive one.

**ERSTE BANK HUNGARY ZRT.**

**Max Credit Card Programme  
Terms of Participation**

Annex 1

**MERCHANT CATEGORY CODES ASSOCIATED WITH SHOP CATEGORIES**

<b>Shop category</b>	<b>Shop types</b>	<b>Merchant category codes (MMC code)</b>
<b>Petrol Station</b>	Petrol stations	5172, 5541, 5542, 5983, 9752
<b>Fashion</b>	Clothing shops Shoe shops Sport stores Lingerie and underwear shops Leather product shops	5651, 5691, 5641, 5621, 5699, 5611, 5199, 5137, 5131 5661, 5139 5655, 5941 5631 5948
<b>Home</b>	Home furnishings stores, furniture stores Furnishing material shops	5712, 5719, 5021, 5722 5713, 5714
<b>DIY and Garden</b>	DIY stores Garden centres	5200, 5085 5261, 0780
<b>Electronic Stores</b>	Electronic stores	5045, 5732, 5734
<b>Travel</b>	Air tickets Hotels Travel agencies Car rental Train tickets, coaches Urban transport, taxis	4511, all merchant category codes starting with 3 7011, 7012, 7033 4722, 5962 7512, 7519 4011, 4112, 4131, 4411, 4457, 4789 4111, 4121
<b>Beauty Care and Health</b>	Druggists' and perfumeries Chemists' and pharmacies	5977 5912, 5122
<b>Entertainment</b>	Bookstores Cinemas and theatres Restaurants, fast food restaurants and pubs Ticket offices and concert tickets	5192, 5942 7829, 7832 5441, 5811, 5812, 5813, 5814, 7933 7922, 7996, 7999

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