

Official Regulations for the ‘Moneyback’ Loyalty Programme

Section 1 - General Information

1.1. These Regulations for the ‘Moneyback’ Loyalty Programme (hereinafter referred to as “*the Regulations*”) aim at providing information on the mandatory terms and conditions to be complied with by all participants in the ‘Moneyback’ Loyalty Programme initiated by Banca Comercială Română SA. (hereinafter referred to as ‘*Moneyback*’, ‘*Loyalty Programme*’ or ‘*Programme*’).

1.2. MoneyBack targets a certain category of BCR clients, such as they are identified by the Organizer (defined hereunder). Under the Programme, the participants can obtain discounts in the form of cash-back (hereinafter referred to as ‘*money back*’ or the ‘*Offer Amount*’) or other forms of discounts (such as vouchers / discount codes, products or services offered as a gift, hereinafter referred to as the ‘*Gift Offers*’) for their shopping at the Partner Merchants enrolled in Moneyback (hereinafter referred to as the ‘*Partner Merchants*’), as the merchants providing the Offers (defined hereunder).

1.3. The indicative list of Partner Merchants enrolled in the Loyalty Programme is published on www.bcr.ro and it is regularly updated.

Section 2 - Moneyback Organizer

2.1. MoneyBack is a Loyalty Programme that is organized and implemented by Banca Comercială Română S.A., a credit institution incorporated as a Romanian legal entity, functioning as a joint-stock two-tier corporate entity, having its registered office in Bucharest, 159 Calea Plevnei, Business Garden Bucharest, building A, 6th floor, district 6, postal code 060013, registered with the Trade Register under No J40/90/1991, tax reference number (CIF) RO 361757, registered with the Register of Credit Institutions under No RB-PJR-40-008/1999, with a subscribed and fully paid-up share capital amounting to RON 1,625,341,625.4 and Listed with the Personal Data Controllers Register under No 3776 and 3772 (hereinafter referred to as ‘*BCR*’ or ‘*the Organizer*’).

2.2 In view of organizing this Loyalty Programme, BCR cooperates with a provider of services for ensuring the technical elements required for the operation of the Loyalty Programme, i.e. Dateio s.r.o., a company registered in accordance with the laws in force in the Czech Republic, having its registered office at Beniškové 1285/7, Košiče, postal code 150 00, Prague 5, the Czech Republic, company identification number 02216973, registered with the Commercial Registry maintained by the Municipal Court in Prague, section C, entry number 216820 (hereinafter referred to as ‘*the Provider*’).

2.3 When adhering to the Loyalty Programme, all participants are stating that they agree with the terms and conditions provided for in these Regulations and that they will act according to the provisions thereof and to the specific requirements of each Offer, all the elements above being of a mandatory nature.

2.4. The Regulations are available at no charge on the website www.bcr.ro, and also upon request, in any of the BCR units.

Section 3 - Coverage and duration of Moneyback

3.1 The Loyalty Programme is organized and implemented throughout the territory of Romania, in accordance with these Regulations, until such date as BCR decides to terminate the Programme, based on a prior notice submitted to the participants.

3.2. The Loyalty Programme termination date shall be published 5 business days in advance, on www.bcr.ro.

Section 4 - The right to participate in Moneyback and the enrolment method

A. The right to participate

4.1. The Loyalty Programme is opened for natural persons who cumulatively meet the following requirements:

- a) They shall hold a Maestro, Mastercard and/or Visa debit or credit card issued by BCR and attached to a RON current account (hereinafter referred to as '*the Card*'). 'City Card' cards, business cards, foreign currency cards, blocked cards and expired cards are excluded from the Loyalty Programme.
- b) They shall enrol in the Loyalty Programme using the method described in these Regulations;
- c) They shall accept an Offer published in the 'George' mobile app and the specific requirements of that Offer; to this end, the participant shall use his/her card to pay for the products and/or services included in the Offer, while the payment shall be made at the physical location of the Partner Merchant and/or at the online store (where online shopping is included among the terms of the Offer);
- d) They expressed or are expressing their consent for the purposes laid down under Article 11.3 of these Regulations.

4.2 Each participant who cumulatively fulfils the requirements provided for under paragraph 4.1 above shall receive the Offer Amount in RON, as a fixed sum or as a percentage of the value of transactions corresponding to the purchases made (the '**Money Back Offer**'), or, as appropriate, shall be the beneficiary of the discount/discount code/products/ services offered as a gift under the **Gift Offer**, as described in the terms and conditions of the Offer.

4.3 Should the Organizer identify cases of suspected fraud or abusive use of the Loyalty Programme on the part of the participants (for example: repeated product returns), it reserves the right to eliminate those participants from the Loyalty Programme, to restrict their access to the Offers included in the Program and to withhold the amounts unpaid under the Offers or to demand the participant in question to return the Offer Amounts. Once eliminated from Moneyback, the participants shall no longer be entitled to receive the Money Back Offer Amounts or to be the beneficiary of the Gift Offers.

B. Moneyback enrolment method

- a) **4.4** The participants can register in the Loyalty Programme by installing the ‘George’ mobile app, available for downloading from Google Playstore and AppStore.

4.5 In order to enrol in the Loyalty Programme, the participants shall:

- a) Hold a current account opened with BCR;
- b) Be a holder of ‘George’- the Internet and Mobile Banking service and to have ‘George’ installed on their mobile phone / tablet;
- c) Accept the terms and conditions of the Loyalty Programme;

4.6 ‘George’ mobile app requires an updated operating system, at minimum 5.1 Android or 12.4 iOS (valid both for the phone, and for the tablet).

C. The Moneyback Offers

4.7 The participants can be the beneficiary of offers from the Partner Merchants (hereinafter referred to as *‘the Offers’*, of the type **‘Money Back Offer’** or **‘Gift Offer’**).

4.8 Money Back Offers are available in ‘George’ mobile app. To be able to use a Money Back Offer, the participants are first required to activate the offer from ‘George’ mobile app (the activation shall be done for each and every Offer). It could be that some Offers are only valid by accessing the website of the Partner Merchant, using the link included in the Offer description, as a requirement mentioned in the Offer description. It is advisable that the order completion on the website shall be carried-out shortly after accessing the website through the link, so as to avoid losing the connection.

Gift Offers are only available in the mobile app and require no activation. They become available for use as soon as all requirements specified by, and for, each individual Partner Merchant, are met.

4.9 The participants purchase the products and/or services included in the Money Back Offer paying with their Card at a Partner Merchant, within the timeframe of the Offer validity period, at the physical locations and/or at the online stores (where the possibility of online shopping is provided for in the terms and conditions of the Offer). Upon the time of payment by Card, the Participant pays the full price of the products and/or services. The Money Back Offer Amounts will be transferred to the participant's account, once a month, for the Offers paid during the preceding month; the transfer shall be made within 30 business days from the date of the latest transaction with the Merchant taking place in the course of the preceding month. The time interval between the date of the transaction and the date the information on the Money Back Offer Amount is displayed may vary depending on the terms and conditions described in the Offer, but may not exceed 60 business days from the date of the latest transaction with the Merchant taking place in the course of the preceding month. When making the transaction, the participant does not need to inform the staff of the Partner Merchant on the use of the Money Back Offer.

4.10 The Offer description shall include, as a minimum, the following information:

- a) The amount of the sum to be refunded to the participant (as a percentage of the total amount paid or as a fixed sum), in the case of Money Back Offers;
- b) The Gift offered upon fulfilment of the specified requirements (discount in percentage or value, or description of the product or service offered as a gift) and the period available for collecting the gift, in the case of Gift Offers;
- c) The validity period of the Offer (Money Back or Gift);
- d) The physical location and/or the online stores where the Offer is available; and
- e) Other specific requirements for obtaining the Money Back Offer Amount or the Gift Offer from the Partner Merchants.

4.11 The total value of the Money Back Offer Amounts that a participant may receive under the Loyalty Programme is not limited, yet the amount corresponding to an individual cash back transaction is limited and shall not exceed, in any case, the amount of RON 600.

4.12 The value of the Money Back Offer Amount shall only be calculated by considering the amount paid by Card. The discount shall not apply to partial payments made by the participants (for example: a partial payment by Card, while the remaining amount is paid by other non-cash means, such as gift cards, discount vouchers etc.). The Offer shall also not be available for payments made from the e-wallet (for example Pay Pal, etc.). In this case, the Bank has no information available on the Partner Merchants and is unable to link the payment to the corresponding Offer. The requirements provided for under this article shall also apply to the Gift Offers.

4.13 The Offers can be used as from the start of the Offer validity period and until the end thereof. Payments made outside the validity period do not give the participant the right to receive the Money Back Offer Amount or the rights under the Gift Offers.

4.14 In the detailed description of the Offer, the Partner Merchants may include limitations (for example: on the locations where the Offer is available, whether or not the offer may be used just once or repeatedly etc.).

4.15 The Offer shall be used directly at the Partner Merchant. The transactions made by a company acting as an intermediary for selling the products and/or services included in the Offer (for example: offer aggregators, discount vouchers etc.) shall not give rise to the right to benefit from the Offer Amount.

D. The Offer Amount

4.16 The Money Back Offer Amounts will be transferred to the participant's account, once a month, for the Offers paid during the preceding month; the transfer shall be made within 30 business days from the date of the latest transaction with the Merchant taking place in the course of the preceding month.

4.17 The Money Back Offer Amount for the payments made by Card will be transferred to the participant's account attached to his/her debit / credit card.

4.18 In ‘George’ mobile app, Moneyback / ‘*Bani de primit*’ section, the participants will receive information on:

- a) The total value of the amount to be received during the current month for the preceding month, broken-down by each individual transaction, in the case of the Money Back Offer;
- b) The history comprising the value of amounts received during the previous months, broken-down by each individual transaction, in the case of the Money Back Offer.

The time interval between the date of the transaction and the date the information is displayed, may vary depending on the time required by the Partner Merchants to process the transactions, but may not exceed 60 business days.

4.19 Where the participants have payments due to the Organizer or to the public institutions that are entitled to order the garnishment of the participants’ accounts, the Organizer is required to distribute the money available in the participants’ accounts, including the Offer Amounts collected under the Programme, so as to ensure compliance with the legal requirements. This could result in the limitation of the participant’s access to the Offer Amounts.

E. The Gift Offers

4.20 Upon fulfilment of requirements for a Gift Offer, confirmed by the progress bar of the mobile app, the participant is entitled to receive the related gift and to collect it by means of a Code or an image of the gift in question, generated by the app.

The participant can collect the gift in the stores of the Partner Merchant, which are listed in the Gift Offer, or from the website of the Partner Merchant, where applicable.

4.21 There are 3 types of Gift Offers: (i) a product or service selected by the Partner Merchant and offered at no cost to the participant, (ii) a discount in the form of a percentage of the shopping amount or (iii) a discount numeric code for the e-commerce payments.

4.22 The participant is required to confirm the receipt of the gift by clicking the button ‘**Yes, I confirm the collection of the gift**’.

4.23 Where a participant is entitled to several gifts from the same Partner Merchant, the option for using the new Gift Offer will be reactivated only when the previous gift has been used. Each use of the Gift Offer requires a new click on the ‘**Acceseaza cadoul**’ (**Access the gift**) button.

Section 5 - The Partner Merchants

5.1 The shopping made at the Partner Merchants is governed by the commercial terms applicable to the industries in questions and/or by the rules and regulations applicable to the Partner Merchants.

5.2 The Organizer shall not be held liable for the quality of products and/or services provided by the Partner Merchants under the Offers, or for the information included in other offers that are published on their websites and in other promotional materials.

5.3 Any complaint in regard to a product and/or service, as well as the return of products, shall be governed by the rules of the Partner Merchants. Where a participant returns a product to a Partner Merchant in accordance with the merchant’s return and warranty policy, 2 situations may occur:

5.3.1 The participant has not received the Money Back Offer Amount, therefore this amount will no longer be transferred to the participant's account; similarly, if the transaction has not led to the fulfilment of criteria required for accessing the Gift Offer, the access to this offer is no longer possible.

5.3.2 The participant received the Money Back Offer Amount, therefore its value shall be compensated against the future use of the Programme by the participant, and the amount is displayed with '-'. Similarly, if the transaction has not led to the fulfilment of criteria required for accessing the Gift Offer, the access to this offer is no longer possible.

Section 6 - Inquiries and complaints regarding the Loyalty Programme

6.1 The participants may address inquiries or submit complaints in regard to the Loyalty Programme to any BCR Unit or to the BCR Contact Centre, calling *2 227 toll free from any national network or 021 407 42 00 - for international calls.

Section 7 - Amendment and suspension / termination of the Loyalty Programme

7.1 The Organizer reserves the right to amend these Regulations at any point in time during the duration of the Loyalty Programme, while any amendment shall be notified to the participants on www.bcr.ro, 5 business days before the proposed amendment becomes effective.

7.2 The Loyalty Programme shall be suspended or terminated in the following situations:

- a) At the initiative of the Organizer, provided a prior notification is sent to the participants as set forth in paragraph 7.1.
- b) In the event of force majeure;
- c) Where the Loyalty Programme will breach future legal provisions.

7.3 The amendment, suspension or termination of the Loyalty Programme may be ordered at any point in time by the Organiser in view of complying with the legal and/or the regulatory provisions and, in such event, the amendment, suspension or termination shall be effective upon publication on www.bcr.ro.

Section 8 - Withdrawal from the Loyalty Programme

8.1 A participant may withdraw from the Loyalty Programme at any point in time. The participant has the option '*Dezactiveaza Moneyback/Disable Moneyback*' in 'George' mobile app, under his/her Profile, in Moneyback, the 'Settings' section.

8.2 A participant's withdrawal from the Loyalty Programme does not affect the payment, by the Organizer, of the total amount of the Money Back Offers for the preceding month, and this amount will be transferred to the participant's account according to Section 4 - *The right to participate in Moneyback and the enrolment method*, letter D - *The Money Back Offer Amount*, Articles 4.18 and 4.19 of these Regulations. However, when applying for withdrawal, the participant no longer has the possibility of using the Gift Offers obtained, but not yet collected.

8.3 In the case of Gift Offers, the possibility of collecting the gifts stops upon withdrawal from the Loyalty Programme.

8.4 In the event the participant terminates his/her contractual relation with BCR before receiving the Offer Amounts, these amounts can be collected by the participant at any BCR unit within maximum 30 days from the date of the application for closing the account.

Section 9 - Taxes and fees

9.1 The Organizer is under no obligation whatsoever to calculate and withhold Offer-related taxes.

Section 10 - Disputes

10.1 All misunderstandings between BCR and the Programme participants, if any, including those concerning the granting of the Offer Amounts, shall be settled amicably or, should amicable settlement prove impossible, the disputes shall be referred to settlement by the competent courts in Romania.

10.2 The law applicable to these Regulations is the Romanian law.

Section 11 - Final provisions

11.1 The Regulations are available at www.bcr.ro.

11.2 Details on the processing of personal data provided during the MoneyBack Programme enrolment process can also be found at the following website: [www.bcr.ro/moneyback/Politica privind prelucrarea datelor personale](http://www.bcr.ro/moneyback/Politica_privind_prelucrarea_datelor_personale).

11.3 It is deemed that any participant in the Loyalty Programme has acknowledged the content of these Regulations. By adhering to the Loyalty Programme, the participants unconditionally and irrevocably agree and accept the provisions of these Regulations and of the Offers they accepted.

11.4 The participants shall not receive the Offer Amount in the case of transactions effected in circumstances where the Cards have been lost, wrongly used, stolen or subject to fraud.

11.5 These Regulations shall be valid and in force for participants as of 31 July 2020.

Organizer,
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