

## Regulation of the Loyalty Programme "Moneyback"

### Section 1 - General information

1.1 The purpose of the present Regulation of the "Moneyback" Loyalty Program (hereinafter referred to as the "**Regulation**") is to inform about the terms and conditions binding for all participants in the "Moneyback" Loyalty Program (hereinafter referred to as "**Moneyback**", "**Loyalty Programme**" or the "**Programme**") initiated by Banca Comerciala Romana SA.

1.2 Moneyback addresses a specific category of customers as identified by the Organiser (defined below). The Programme allows participants to obtain discounts in the form of cash-back (hereinafter referred to as "**Cash Back**" or "**Offer Amount**") or other forms of discounts (such as vouchers/discount codes, gift products or services, hereinafter referred to as "**Gift Offers**") for purchases made by them at Moneyback merchant partners (hereinafter referred to as "**Merchant Partners**") providing Offers (as defined below).

1.3. The indicative list of Merchant Partners enrolled in the Loyalty Programme is published and regularly updated on [www.bcr.ro](http://www.bcr.ro).

### Section 2 - Organiser of Moneyback

2.1 Moneyback is a loyalty programme organized and run by Banca Comerciala Romana S.A., a credit institution, Romanian legal entity, a joint stock company managed in a dual system, with headquarters in Bucharest, Soseaua Orhideelor nr. 15D, The Bridge 1 building, 2nd floor, Sector 6, Postal Code 060071, registered at the Trade Register under no. J40/90/1991, CIF RO 361757, entered in the Register of Credit Institutions under no. RB-PJR-40-008/1999, with a fully subscribed and paid-up share capital of RON 1.625.341.625,40 (hereinafter referred to as "**BCR**" or *the "Organiser"*).

2.2 For the organization of this Loyalty Programme BCR cooperates with a provider of services for the provision of technical elements, Dateio s.r.o., a company registered under the applicable legislation in the Czech Republic, with registered office at Beniškové 1285/7, Košíře, postal code 150 00, Prague 5, Czech Republic, identification number 02216973, registered in the Register of Companies kept by the Prague Court, section C, entry number 216820 (hereinafter referred to as the "**Provider**").

2.3 By participating in the Loyalty Programme all participants declare that they agree to the terms and conditions set forth in this Regulation, in accordance with its provisions, and by activating an Offer they declare that they agree to the specific terms and conditions of that Offer, all of which are binding.

2.4 The Regulation is available free of charge on [www.bcr.ro](http://www.bcr.ro), as well as on request at any BCR branch.

### Section 3 - Territory and duration of Moneyback

3.1 The Loyalty Programme is organized and runs throughout Romania, in accordance with this Regulation, until BCR decides to terminate the Program, with prior notice to participants.

3.2. The date of termination of the Loyalty Programme will be communicated 5 working days in advance on the website [www.bcr.ro](http://www.bcr.ro).

## **Section 4 - Participation right and how to register in Moneyback**

### **A. Right of participation**

**4.1 The Loyalty Programme** is open to natural persons and legal entities, including self-employed persons, who cumulatively meet the following conditions:

- a) They have a debit card (including business debit card) or Maestro, Mastercard and/or Visa credit card issued by BCR attached to a current account in Lei (hereinafter referred to as *the "Card"*). "City Card" cards, currency cards, blocked cards and expired cards are excluded from the Loyalty Programme.
- b) They are registered in the Loyalty Programme in the manner described in this Regulation;
- c) Accept an Offer published in the George mobile app and the specific terms and conditions of that Offer; in this regard, the participant purchases the products and/or services related to the Offer with the Card, with payment being made at the physical location of the Merchant Partner and/or in the online store (in cases where the Offer terms and conditions include online purchases);
- d) Has expressed or expresses its consent for the purposes mentioned in Article 11.3 of these Regulation. In the case of legal entity customers, offers activated by a Card user will be available for all eligible cards issued to the legal entity customer.

**4.2** Each participant who cumulatively fulfils the conditions set out in paragraph 4.1 above is entitled to receive the Offer amount in lei, as a lump sum or as a percentage of the transaction value of the purchases made ("**Cash Back Offer**"), or, as the case may be, the discount/discount code/gift products/services related to the **Gift Offer**, as described in the terms and conditions of the Offer.

**4.3** In the event that the Organizer identifies suspicions of fraud or misuse of the Loyalty Programme by participants (e.g. repeated product returns), it reserves the right to remove participants from the Loyalty Programme, limiting their access to the Offers included in the Programme and to withhold unpaid amounts related to the Offers or to require the respective participant to return the amounts related to the Offer. Participants removed from Moneyback will no longer be entitled to receive the amounts of Cash Back Offers or to benefit from Gift Offers.

### **B. How to register in Moneyback**

**4.4** Participants can register for the Loyalty Programme by installing the George mobile app, which can be downloaded from the Google Playstore and AppStore.

**4.5** To register in the Loyalty Programme participants must:

- a) Have a current account with BCR;
- b) Own George, the Internet and Mobile Banking service, and have it installed on their mobile phone/tablet;
- c) Accept the terms and conditions of the Loyalty Programme;
- d) In the case of legal entity participants with more than one designated user, registration for participation in the Loyalty Programme can be made by any user and participation in the Program will be applied to all Cards issued to that legal entity.

**4.6** The George app requires an updated operating system, minimum 5.1 Android or 12.4 iOS (valid for

both phone and tablet)

### **C. Moneyback Offers**

**4.7** Participants can benefit from offers from Merchant Partners (hereinafter referred to as the "**Offer**") which can be of the type "**Cash Back Offer**" or "**Gift Offer**").

**4.8** Cash Back Offers are available in the George mobile app. In order to redeem a Cash Back Offer, participants must first activate it from the George mobile app (each individual Offer will be activated). Some Offers can only be valid by accessing the Merchant Partner's website via the link indicated in the Offer description. It is recommended to complete the order on the website within a short time after accessing via the link in order to avoid loss of connection.

Gift Offers are only available in the mobile app and do not need to be activated. They become available for redemption upon fulfilment of the conditions specified by and for each individual Merchant Partner.

In the case of legal entity participants, activation and access to Offers can be performed by any of the designated users, and activated Offers will be available for all eligible cards issued at the level of the legal entity participant.

**4.9** Participants purchase the products and/or services included in the Cash Back Offer by paying by Card at a Merchant Partner within the Offer validity period, in physical locations and/or online stores (in cases where the terms and conditions of the Offer also provide for the possibility to purchase online). At the time of payment by Card, the participant pays the full price of the products and/or services. Cash Back Offer amounts will be transferred to the participant's account once a month for Offers paid in the previous month, within 30 working days from the date of the last transaction with the Merchant in the previous month. The time interval between the date of the transaction and the date of displaying the information on the amount of the Cash Back Offer may vary depending on the terms and conditions described in the Offer, but may not exceed 60 business days from the date of the last transaction with the Merchant in the previous month. At the time of the transaction it is not necessary for the participant to inform the partner Merchant's staff about the use of the Cash Back Offer.

**4.10** The description of the Offer will include at least the following information:

- a)** The amount to be refunded to the participant (as a percentage of the total amount paid or as a lump sum) in the case of Cash Back Offers;
- b)** The gift offered upon fulfilment of the specified conditions (percentage or value reduction or description of the product or service offered as a gift) and the period in which the gift must be redeemed, in the case of Gift Offers;
- c)** Period of validity of the Offer (Cash Back or Gift);
- d)** The physical location and/or online stores where the Offer is available; and
- e)** Other specific conditions for obtaining the Cash Back Offer or Gift Offer amount at the Merchant Partners.

**4.11** The total amount of Cash Back Offer amounts that a participant can receive under the Loyalty Programme is not limited, but the amount of an individual cash back transaction is limited and will never exceed 600 lei.

**4.12** The amount of the Cash Back Offer will only be calculated taking into account the amount paid with the Card. The discount does not apply to partial payments made by the participant (e.g. a partial Card

payment, the difference being paid by other non-cash means, such as gift cards, discount coupons). The Offer does not apply to payments made by e-wallet (e.g. Pay Pal), in which case the Bank has no information available on the Merchant Partners and cannot link the payment to the Offer.

The conditions mentioned in this article also apply to Gift Offers.

**4.13** Offers may be used from the date of the beginning of the validity period of the Offer until the end of the validity period. Payments made outside the validity period do not entitle the participant to receive the amount of the Cash Back Offer or the rights to Gift Offers.

**4.14** In the detailed description of the Offer, Merchant Partners may include limitations (e.g. on where the Offer is available, whether it can be used once or repeatedly).

**4.15** The offer must be used directly at the Merchant Partner. Transactions carried out by a company that intermediates the sale of those products and/or services will not entitle you to the Offer amount (e.g. offer aggregators, discount coupons).

#### **D. Amount of the Offer**

**4.16** Cash Back Offer amounts will be transferred to the participant's account once a month for Offers paid in the previous month, within 30 business days from the date of the last transaction with the Merchant in the previous month.

**4.17** The Cash Back Offer amount for Card payments will be transferred to the participant's account attached to the debit/credit card.

**4.18** In the George mobile app in the Moneyback section, "**Next payout**" participants will be informed about:

- a) The total amount to be received in the current month for the previous month, divided per transaction, in the case of the Cash Back Offer;
- b) History of the amount received in the previous months divided by each transaction, in the case of the Cash Back Offer.

The time interval between the date of the transaction and the date of display of the information may vary depending on the processing of transactions by Merchant Partners, but may not exceed 60 working days.

**4.19** In the event that the participants have payments due to the Organizer or to public institutions entitled to make attachments on the accounts of the participants, the Organizer is obliged to distribute the money available in the accounts of the participants, including the amounts related to the Offers obtained through the Programme, in order to ensure compliance with legal requirements. This may result in restricting the participant's access to the Offer amounts.

#### **E. Gift Offers**

**4.20** Upon fulfilling the conditions of a Gift Offer, confirmed by the progress bar in the mobile application, the participant is entitled to receive the related gift and to redeem it by means of a code or an image of that gift, generated by the application.

The participant can redeem the gift in the Merchant Partner's stores listed in the Gift Offer or on its website, where applicable.

**4.21** Gift offers can be of 3 types: (i) a product or service chosen by the Merchant Partner and given free of charge to the participant, (ii) a percentage discount on the value of purchases or (iii) a discount code

for ecommerce payments.

**4.22** It is necessary to confirm the receipt of the gift by the participant by clicking on the button "**Yes, I confirm the redemption of the gift**".

**4.23** If a participant is entitled to more than one gift from the same Merchant Partner, the option to use the new Gift Offer will only be active again after the previous gift has been redeemed. Each use of the Gift Offer requires a new click on the "**Access Gift**" button.

## **Section 5 – Merchant Partners**

**5.1** Purchases from Merchant Partners are governed by the terms of trade applicable to the respective industries and/or the rules and regulations applicable to Merchant Partners.

**5.2** The Organiser accepts no responsibility for the quality of the products and/or services provided by the Merchant Partners through the Offers or for the information contained in other offers published on their websites and in other promotional materials.

**5.3** Complaints about a product and/or service, as well as product returns, are governed by the rules of the Merchant Partners. In the event that a participant returns a product to a Merchant Partner in accordance with the Merchant Partner's returns and warranty policy, 2 situations can be identified:

**5.3.1** The participant has not received the amount of the Cash Back Offer, in which case this amount will not be transferred to the participant's account; similarly, if the transaction has not led to the fulfilment of the criteria for accessing the Gift Offer, it will not be accessible.

**5.3.2** The participant has received the amount of the Cash Back Offer, in which case its value will be offset from the participant's future use of the Programme, and the amount of the Cash Back Offer will be displayed with a "-" (minus). Similarly, if the transaction did not lead to the fulfilment of the criteria for accessing the Gift Offer, it will not be accessible.

## **Section 6 - Questions and complaints about the Loyalty Programme**

**6.1** Participants can address questions or complaints about the Loyalty Programme to any BCR unit, in the BCR Contact Center accessible on \*2227 toll-free from any national network or 021 407 42 00 from abroad.

## **Section 7 - Modification and suspension/termination of the Loyalty Programme**

**7.1** The Organizer reserves the right to amend these Regulation at any time during the Loyalty Programme, any changes being notified to participants on [www.bcr.ro](http://www.bcr.ro), 5 working days before the proposed changes take effect.

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

- a) At the initiative of the Organiser, with prior information of the participants according to point 7.1.
- b) In the event of a force majeure event;
- c) If the Loyalty Programme violates future legal provisions.

**7.3** Modification, suspension or termination of the Loyalty Programme may be ordered at any time by the Organizer in order to comply with legal and/or regulatory provisions and in this case will take effect from the time of their publication on [www.bcr.ro](http://www.bcr.ro).

## **Section 8 - Withdrawal from the Loyalty Programme**

**8.1** A participant may withdraw from the Loyalty Programme at any time. They have the option to "Deactivate Moneyback" in the George application, under Profile, in Moneyback, in the "Settings" section. In the case of legal entity participants with multiple designated users, withdrawal from the Loyalty Programme can be made by any user and will take effect for all users, leading to the withdrawal from the Programme of all users of the legal entity participant.

**8.2** Withdrawal of the participant from the Loyalty Programme does not affect the payment by the Organizer of the total amount corresponding to the previous month of the Money Back Offer, this being transferred to the account of the participant in accordance with Section 4 - *Participation right and how to register in Moneyback*, letter D - *Amount of the Offer*, Articles 4.18 and 4.19 of this Regulation. The participant's withdrawal, however, results in the loss of the possibility to redeem the Gift Offers obtained but not used.

**8.3** In the case of Gift Offers, the possibility to use them ceases when withdrawing from the Loyalty Programme.

**8.4** In the event that the participant terminates the contractual relationship with BCR before receiving the amounts related to the Offers, they may be cashed by the participant in any BCR unit within a maximum of 30 days from the date of the account closure request.

## **Section 9 - Fees and taxes**

**9.1** The Organizer is not obliged to calculate and withhold taxes related to the Offers. Cash Back Offers consist of the amounts of money, fixed or established as a percentage of the value of the transactions related to the purchases made, returned to the participants who are legal entities or self-employed persons, as well as the value of the Gift Offers granted and confirmed for redemption in accordance with this Regulation by the participants who are legal entities and self-employed persons, shall be recorded by them as income, and the tax treatment applicable to both the Cash Back Offers and the Gift Offers shall be determined and taxed exclusively by the legal entities and self-employed persons who received them, in accordance with the provisions of Law no. 227/2015 on the Fiscal Code.

## **Section 10 - Litigation**

**10.1** Any disagreements arising between BCR and the participants in the Programme, including in relation to the granting of the amounts related to the Offer will be settled amicably or, if this is not possible, the disputes will be settled by the competent courts in Romania.

**10.2** The law applicable to this Regulation is Romanian law.

## **Section 11 - Final provisions**

**11.1** The Regulation is available on [www.bcr.ro](http://www.bcr.ro).

**11.2** Information on the processing of personal data of participants in relation to the MoneyBack programme can be found at the following web address: <https://www.bcr.ro/ro/persoane-physical/digital-banking/george-moneyback>, section Useful documents, Processing of personal data.

**11.3** Each participant in the Loyalty Programme is deemed to have full knowledge of the contents of the

Regulation. By participating in the Loyalty Programme, participants unconditionally and irrevocably agree and accept the provisions of this Regulation and the accepted Offers.

**11.4** In the case of transactions that take place in the event of loss, misuse, theft or fraud of Cards, participants do not benefit from the Offer amount corresponding to those transactions.