

# Bank of Commerce Credit Card Rewards Plus Program

## General Terms and Conditions

### 1. Definition of Terms

These terms shall have the following meanings, unless the context otherwise requires.

**“Bank”** means Bank of Commerce;

**“Card”, “Account” or “Credit Card”** means the credit card maintained with Bank of Commerce;

**“Cardholder/s”** means the Principal Cardholder, the person in whose name the Card Account is maintained. This term may also include the supplementary cardholder where the context requires;

**“Program”** means Bank of Commerce Rewards Plus Program;

**“Rewards Points” or “Points”** means earned points through usage of the card;

**“Rewards”** means any goods, services, items, or benefit as determined by the Bank, which may be redeemed;

**“Rewards Plus Catalogue”** means the materials and printed collaterals that may from time to time be issued to Principal Cardholders, indicating the details of Rewards Plus Program offers.

### 2. Eligibility

- 2.1. Cardholders in good credit standing, whose accounts are active and current, not over credit limit, not cancelled, not under investigation due to fraudulent activities, or not reported as lost or stolen are eligible to join the Program.
- 2.2. Transactions of both Principal Cardholder and Supplementary Cardholders are eligible to earn rewards points.
- 2.3. Only Principal Cardholders are qualified to redeem the Points for corresponding Rewards.

### 3. Earning of Rewards Points

- 3.1. Cardholders will earn Rewards Points for qualified transactions made in the Philippines and overseas.
- 3.2. For every Php50 valid spend, the Cardholder shall earn 1 Rewards Point.

#### 5X Rewards Points

##### Dining & Shopping

(Eligible card type: Classic, Gold and Platinum)

- a) For every Php50 valid spend at **Department Stores** (in the Philippines or abroad), (categorized by the merchant's credit card acquirer under merchant category code 5311 only), Cardholder shall earn 5 Rewards Points.
- b) For every Php50 valid spend at **Dining Merchants** such as **Fast Food, Restaurants and Eating Places** (in the Philippines or abroad), (categorized by the merchant's credit card acquirer under merchant category code 5812 & 5814 only), Cardholders shall earn 5 rewards points.

##### Travel Related

(Eligible card type: World)

- a) For every Php50 valid spend, at the following merchant categories in the Philippines and abroad:
  - Hotels and Resorts (categorized by the merchant's credit card acquirer under merchant category code 3501 to 3999 and 7011 only), Cardholder shall earn 5 points.

- Airlines (categorized by the merchant's credit card acquirer under merchant category code 3000 to 3350 and 4511 only), Cardholder shall earn 5 points.
- Travel Agencies/Tour Operator/Cruise (categorized by the merchant's credit card acquirer under merchant category code 4722 and 4411 only), Cardholder shall earn 5 points.

## 2X Rewards Points

For every Php50 valid spend for fuels at **Petron Gasoline stations**, (categorized by the merchant's credit card acquirer under merchant category 5541 only), Platinum and World Cardholders shall earn 2 Rewards Points.

For every Php50 valid spend at **Autosweep Loading Stations**, Classic, Gold, Platinum and World Cardholders shall earn 2 Rewards Points.

- 3.3. For Platinum and World Credit Cards, Points earned from Dollar Billing are computed by converting all transactions to Philippine peso using prevailing conversion rate. Points are reflected in the Peso Billing Statement of Account.
- 3.4. Transactions not qualified to earn Rewards Point are: casino transactions, auto charge, cash advance, cash advance fees, card replacement fees, sales slip retrieval fees, annual and monthly membership fees, finance charges, late payment charges, interest charges, purchase of traveler's check, returned check fee, installment pre-payment fee, refund fee, and other operational fees and charges.
- 3.5. Installment transactions, including merchant installments, balance convert and balance transfer installment, are qualified to earn Points for the monthly installment amount billed on the statement of account. Outstanding installment transactions not yet posted into the Account are not yet qualified to earn Points.
- 3.6. Rewards Points earned and accumulated by using both the Principal Card and the Supplementary Card are credited to the Principal Cardholder's Account. The Points shall be reflected in the Principal Cardholder's monthly statement of account. If no dispute is filed within thirty (30) days from receipt of the statement of account, the Rewards Points indicated are considered accurate.

## 4. Reward Points Redemption

- 4.1. Principal Cardholders in good credit standing as determined by the Bank, and have the required number of Points are entitled to redeem corresponding Rewards through identified redemption channels.
- 4.2. The Credit Card must be valid, active, current/not delinquent and not over-limit at the time of redemption. Rewards that may be redeemed by the Principal Cardholder include, but are not limited to, Annual Membership Fee Waiver, cash credit, miles, donations, merchandise/goods, services and gift certificates, which are available in the Rewards Plus Catalogue.
  - a) Annual Membership Fee Waiver  
This may be redeemed to pay for the Annual Membership Fee billing of either Principal or Supplementary Cardholder. Waiver of Annual Membership Fee will be posted to the Cardholder's Statement of Account.
  - b) Cash Credit  
This may be redeemed to offset a portion of retail spend posted in the Cardholder's account. Cash Credit redeemed is not considered as a payment to the Cardholder's account and cannot be used to offset the Minimum Amount Due, Total Amount Due or any amount in between that is due on the Cardholder's statement of account. Cash credit will be posted to the Cardholder's account.
  - c) Air Miles  
Principal Cardholder must be a member first of the Miles Frequent Flyer Program prior to redemption. Redeemed Miles will be credited to the Cardholder's Miles Frequent Flyer account. Principal Cardholder is subject to and must comply with the Terms and Conditions of Miles Frequent Flyer program.
  - d) Donations  
This may be redeemed to make a donation to a charity. Donations will be given directly to the chosen charity.

- e) Merchant Gift Certificates, merchandise, goods or services.  
These may be redeemed as specified in the Rewards Plus Catalogue. Processing and delivery may vary depending on the specific item being redeemed.

- 4.3. The Rewards Plus catalogue contains the specific Points required for each Reward and the redemption procedure.
- 4.4. Redemption must be made within the specified redemption period stated in the Rewards Plus Catalogue.
- 4.5. Redemption may be made by calling the Customer Care hotline or submission of Redemption Form through fax, mail, electronic mail or any Bank of Commerce branch.
- 4.6. Once the request for redemption has been processed, the same cannot be cancelled, transferred, exchanged, replaced, and the Rewards Points cannot be transferred back to the Account.
- 4.7. Rewards items are subject to availability. In case the item being redeemed is already out of stock, cardholder shall be requested to redeem an alternate item of the same value and category.
- 4.8. Depending on the Rewards being redeemed, processing and delivery may take two (2) to four (4) weeks from the date when the redemption request has been confirmed.
- 4.9. Selected redeemed items (e.g gift certificates) will be delivered via courier to the current billing address or alternate address declared by the Principal Cardholder.
- 4.10. Request for pick up of redeemed Reward will be subject to Bank's approval.
- 4.11. If he will not be the one to receive the redeemed Reward, the Principal Cardholder shall authorize the person who may receive the redeemed Reward (including gift certificates) delivered to the Principal Cardholder's declared address. The principal cardholder must prepare a signed authorization letter in favor of the authorized representative together with a photocopy of a valid government ID as well as the recipient's valid government ID to be presented/submitted to the courier service provider. The Authorization Letter should be surrendered to the courier.
- 4.12. If the redeemed item remains undelivered after two (2) attempts for any reason not caused by the Bank, its agent or representative, the next delivery instruction shall be confirmed with the Principal Cardholder. Should the Cardholder request for a re-delivery, a corresponding delivery fee may be charged to the Principal Cardholder.
- 4.13. Any disputes or complaints must be reported within 48 hours from receipt of redeemed item.
- 4.14. The Bank will not be obliged to replace any redeemed Reward that is lost, stolen, damaged or expired after delivery. The Cardholder will be responsible for whatever taxes, charges and fees related to the use of redeemed rewards.

## **5. General**

- 5.1. Rewards Points are automatically forfeited if Card is cancelled voluntarily by the Cardholder or, cancelled by the Bank due to delinquency, fraudulent use or for other grounds determined by the Bank to warrant cancellation of the Card.
- 5.2. The Bank may, at any time and for any reason, without notice and without giving any reason, consider, include or exclude, certain card purchases or transactions, or charges in the calculation of Points or the Points earning equivalent.
- 5.3. Transfer of Points or combining of Points from one card to another will not be allowed.
- 5.4. Any adjustment of Points is subject to the Bank's approval and absolute discretion.
- 5.5. Where transactions have been charged back or credited for whatever reason, and such transactions are qualified to earn Points, the Bank will perform necessary adjustment of Points earned.
- 5.6. The Bank reserves the right to adjust points erroneously credited (i.e. miscredit or over credit) without consent or notice to the Cardholder, and without incurring liability as a consequence thereof.
- 5.7. The Bank reserves the right to suspend the membership of the Principal Cardholder in the Rewards Plus Program without incurring liability as a consequence thereof if the Bank determines that the Cardholder in any way breached the Program's terms and conditions or the terms and conditions governing the issuance and use of Bank of Commerce Credit Card, or the Bank deems that there are other reasonable ground/s to do so.
- 5.8. All questions or disputes regarding eligibility to the Program or eligibility of Rewards Points for redemption of items will be resolved by the Bank at its sole discretion.
- 5.9. The Bank reserves the right to remove or replace items that have become suddenly unavailable, with any item that is of equal value or of the same product category.
- 5.10. Bank of Commerce may, from time to time, add, modify and amend the terms and conditions of the Program. The decision of Bank of Commerce as to what transactions are included and the earning points scale shall be final.

## 6. Other Provisions

- 6.1. The Bank shall be entitled to acquire a third-party agent or contractor to fulfill any, all or part of the Program on its behalf. The Principal Cardholder consents and hereby authorizes the Bank to supply any such agent or contractor with such information as may be necessary or required to fulfill the redemption process and delivery.
- 6.2. The Bank shall not be liable if it is unable to perform its obligations under the Program due directly or indirectly to the failure of any machine or communication system, industrial dispute, war, act of God, or anything outside its control or outside the control of its agents or any authorized third party. The Bank shall not be responsible for any delay in the transmission of evidence of retail spend by the participating merchants, department stores, or any third party.
- 6.3. Once Cardholder participates in the Program, he is deemed to have accepted the terms and conditions of this Program.
- 6.4. The Bank shall not in any way be liable for any goods, services, benefits, arrangements or other privileges or the quality or performance of such goods, benefits, arrangements or other privileges redeemed from or supplied by any merchant, service provider, or any third party under or pursuant to the Program, including for any death, injury, loss of or damage to property, or consequential loss or damage of any nature that the Cardholder or any other person may suffer arising from or out of this Program or the redemption of Rewards. Complaints or comments in respect of such goods, benefits, arrangements, services or other privileges shall be directly coordinated by the Cardholder with the respective provider, merchant or third party.

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