

## 1.1. definitions and interpretation

### 1.1.1. definitions

“**bank**” or “**the bank**” means commercial bank of dubai.

“**calendar month**” means calendar month according to the gregorian calendar.

“**card(s)**” means the cbd one visa signature credit card(s).

“**card account**” means the account opened by the bank for issuance, billing and maintenance of cbd one visa signature credit cards.

“**cardholder(s)**” means the holder of cbd one visa signature credit card(s).

“**cashback**” means an amount in aed, earned based on qualifying transactions as per plan decided by the bank from time to time at its absolute discretion.

“**enrolment date**” means the date of activation of the card.

“**plan**” refers to group of merchant categories and merchants aggregated by the bank to qualify for cashback under the program. each plan may have minimum spend requirements & fees decided by the bank from time to time at its absolute discretion.

“**plan benefits**” means a set of benefits including but not limited to cashback, that is offered to cardholders based on selection of a specific plan

“**plan change(s)**” means a cardholder initiated change of an existing plan on the credit card to another plan.

“**plan cycle**” means a calendar month starting from 1st up to last calendar date for which the credit card remains enrolled for a specific plan.

“**plan fees**” is the monthly fee charged to the cardholder based on the plan selected. plan fee is charged for the plan cycle in full, regardless of cancellation or change of plan during the month.

“**plan enrolment**” always starts from the 1<sup>st</sup> of the following calendar month in which the enrolment request has been received.

“**merchant(s)**” means a provider of goods and services that accepts visa branded credit cards

“**merchant category codes (mcc)**” means the classification used by visa international to classify merchants and businesses by the type of goods or services provided.

“**qualifying transactions**” refers to merchant categories that qualify for cashback basis the plan defined by the bank from time to time at its absolute discretion

“**non-qualifying transactions**” means transactions which do not form part of the cashback as per the plan selected, cash withdrawal through atm and/or exchange houses, balance transfers, cash-on-call, any insurance and fee levied by bank, any adjustment entries made by the bank and/ or other transactions on the card that the bank defines as not eligible for base cashback and/or bonus cashback, from time to time at its sole discretion.

“**primary card**” means a card other than the supplementary card but linked to the same card account as the supplementary card.

“**primary cardholder**” means a person other than a supplementary cardholder who is issued a primary card and for whom the card account is first opened by the bank.

“**posting date**” means the date specified in a statement of account when a card transaction is received by the bank and posted to the card account.

“**program**” has the meaning ascribed to in section 1.2.

“**spend(s)**” means authorized transactions initiated by the cardholder on the card at merchants excluding any transactions that are reversed, refunded or declared void by the merchant, the bank or visa international.

“**supplementary card(s)**” means a card other than the primary card but linked to the same card account as the primary card.

“**supplementary cardholder**” means the person nominated by the primary cardholder to use the card account and in whose name the bank has issued a supplementary card.

“**transaction date**” means the date specified in a statement of account on which a card transaction took place.

### 1.1.2. interpretation

- (a) the program supplements, but does not in any way amend the credit card agreement between the bank and the cardholder, and any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to credit cards entered between the primary cardholder and the bank (the “**credit card agreement**”).
- (b) notwithstanding anything contained herein, in the event there is any contradiction between these terms and conditions and the credit card agreement, then terms of credit card agreement shall prevail.

## 1.2. the program

cbd one visa signature credit cards allows eligible cardholders to accumulate cashback on qualifying transactions posted on their cards during the calendar month as per the maximum amount set by the bank from time to time (the “**program**”). only qualifying transactions posted in the card statement during the calendar month by the bank would be considered eligible for the program. the billed amount of the qualifying transaction will be considered for cashback calculation in the statement that the qualifying transaction appears.

## 2. eligibility

- 2.1. the program is open to such cardholders as determined by the bank from time to time whose cards are not blocked, and are in good standing as determined by the bank at its sole discretion.
- 2.2. cashback earned by a supplementary cardholder will accrue to the account of the primary cardholder.

### 3. enrolment

- 3.1. participation in the program is automatic for all eligible cardholders.
- 3.2. the cardholder may continue to use his/her card as he/she normally does.
- 3.3. the bank may impose plan fees on the program at its absolute discretion.

### 4. cashback

- 4.1. the cardholder will earn cashback on qualifying transactions during a calendar month.
- 4.2. cashback will be based on plan selected by the cardholder which will have list of merchants which form part of   qualifying transactions and also based on spend thresholds as defined by bank.
- 4.2.1. merchant identification to qualify for plan benefits will be based on a combination of merchant category codes (mcc) as defined by visa international & the merchant names as captured on the card statement.
- 4.2.2. mcc are classified by visa international and may vary from time to time. the bank has no control over mcc classification and will not entertain or be liable for any cashback claims made by the cardholder relating to incorrect classification or interpretation of mcs.
- 4.2.3. the bank may, at its sole discretion, amend the plan or plan benefits.
- 4.2.4. the maximum value of cashback earned in a calendar month will be determined by the bank and may be changed by the bank at its sole discretion.
- 4.2.5. in the event of cardholders having multiple one accounts, the cardholders shall only be entitled to earn cashback in one of the one accounts, at the bank's sole discretion.
- 4.3.1. in the event the cardholder does not meet the minimum spend requirement associated with the plan selected, the bank may at its sole discretion, still decide to offer cashback per nearest plan based on the cardholder's cardholder spend pattern in the prevailing month or previous months. plan fees will continue to be charged based on the prevailing plan selected by the cardholder card holder
- 4.3.2. any waivers, reversals or reductions in plan fees at a program level or for individual cardholders is at the discretion of the bank.
- 4.4. all qualifying transactions posted to the card account under this program are eligible to earn cashback. this will include the transactions from merchants as defined in the plan selected by the cardholder. the following types of transactions will not be considered as qualifying transactions
  - a) cash withdrawals (through atm's, banks, exchange houses or through any withdrawal channels)
  - b) balance transfers & cash on call facilities availed
  - c) insurance charges levied by the bank
  - d) fees & charges levied by the bank
  - e) any adjustment entries (if any) levied on the card by the bank or any other transactions determined by the bank from time to time
- 4.5. if the total cashback earned during a calendar month is not a whole number i.e. in decimals, the bank at its sole discretion may round up or round down the cashback figure to the nearest arab emirates dirham (aed).
- 4.6. a cardholder cannot accrue cashback for any retail purchase(s) incurred prior to his/her enrolment date.
- 4.7. cashback accumulated by a cardholder on the card cannot be combined or used in conjunction with cashback of his/her other cards at the time of redemption or transferred to any other card or cardholder loyalty program unless otherwise specifically notified by the bank.
- 4.8. cashback is not transferable by operation of law or otherwise to any other person or entity. cashback is an accrual payable solely at the discretion of the bank; it is not an attachable account balance and neither is it a balance which may be transferred to any other person or entity.

### 5. redemption & forfeiture

- 5.1. the bank will compute the eligible cash back & fees based on the plan opted for by the customer and post the entries in the primary cardholder card account on a monthly basis.
- 5.2. the cardholder must be in good standing with the bank across his banking relationship including any accounts, deposits, loan, overdraft or card facilities, to be eligible for cashback. specifically his credit cards with the bank, including the card, must not be overdue, suspended, blocked, cancelled or terminated by the bank. in the event the aforementioned conditions in clause 5.6 are not met, the bank at its sole discretion may decide to disallow cashback 5.7.   cashback can only be credited into a valid card account and if a valid card account is not available for any reason, cashback may be credited into a valid bank account held by the cardholder. the cardholder acknowledges that it is his/her sole responsibility to ensure that a valid card account or bank account is maintained.
- 5.3. cashback earning in a calendar month will be restricted to the value of qualifying transactions, up to the credit limit assigned to the card. for the sake of clarity, if the credit limit on the card is aed 50,000, then only qualifying transactions of a total value of aed 50,000 in a calendar month would be eligible for cashback.
- 5.4. in the event a qualifying transaction is reversed or voided at a later date, these transactions will offset the spends in the prevailing calendar month and the cardholder's eligibility for cashback in the calendar month may be impacted

## 6. change of plan

- 6.1. the bank will make available to the primary cardholder, one or more channels for change of plan including but not limited to the sms from primary cardholder's registered mobile no. with the bank. only the primary cardholder may request for change in plan.
- 6.2. all plan changes request received will be effective from the 1st of the subsequent calendar month in which the change request has been received. any plan fees cardholder will be billed in full per the existing plan until the plan change takes effect.
- 6.3. in case of multiple plan change requests the bank will apply the plan benefits and plan fees applicable to the most recent request received
- 6.4. bank reserves the right to restrict or change the number of plan changes permissible from the enrolment date.

## 7. general

- 7.1. fraud and/or abuse relating to earning and redemption of cashback in the program may result in forfeiture of the cashback as well as termination and cancellation of the card.
- 7.2. the bank reserves the right to cancel, suspend, change or substitute the cashback or the cashback conditions or the basis of computation of cashback or the terms and conditions of the program at any time, without giving any intimation to the cardholder.
- 7.3. the bank would be deemed to have acted in good faith in response to any oral or electronic instruction or inquiry by the cardholder in respect of any matter in relation to this program and the fulfillment of any redemption request. the cardholder shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of the bank and the cardholder shall indemnify and hold the bank harmless in respect thereof.
- 7.4. the bank's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of cashback shall be final, conclusive and binding on the cardholder.
- 7.5. the bank may at its sole discretion decide to outsource the program, creation and maintenance of the one account to a third-party legal entity for provision of redemption and other services linked to the one account.
- 7.6. any variation, alteration, modification, and/or amendment to the terms and conditions shall be published on the bank's website [www.cbd.ae](http://www.cbd.ae) or [www.cbdone.ae](http://www.cbdone.ae) and shall supersede the earlier terms and conditions communicated to the cardholder.

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