

CBD Titanium Up to 5% Cashback Credit Card Terms and Conditions

1.1. Definitions and Interpretation

1.1.1. Definitions

"Bank" or "the Bank" means Commercial Bank of Dubai (CBD)

"Calendar Month" means calendar month according to the Gregorian calendar.

"Card(s)" means the CBD Titanium Up to 5% Cashback Credit Card(s).

"Card Account" means the account opened by the Bank for issuance, billing and maintenance of CBD Titanium Up to 5% Cashback Credit Cards.

"Cardholder(s)" means the holder of CBD Titanium Up to 5% Cashback Credit Card(s).

"Cashback" means an amount in AED, earned on Qualifying Transactions at rates decided by the Bank from time to time at its absolute discretion.

"Customer" means a person who is banking with CBD and has been underwritten based on the documents submitted and has been termed as primary.

"Enrolment Date" means the date of activation of the Card.

"Financial Transactions" means any of (i) retail card present (ii) retail card not present e-commerce transactions (iii) utility bill payment transactions at merchant's business stores/centers or at website, direct kiosks, proprietary mobile applications (iv) reversals and refund transactions initiated by merchant which are within the eligible spend categories.

"Non-Financial Transactions" means transactions from non-financial institutions dealing with foreign currencies, non-fiat currencies, money orders, account funding, travelers cheques and debit repayment.

"Merchant Category Codes (MCC)" means a 4 digit numeric code which is used by Mastercard/Visa International to classify merchants and businesses by the type of goods or services provided.

"Calendar Month Total Spends" means the cumulative spends of Financial Transactions excluding Non-Financial Transactions posted in the Calendar Month.

"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 has been issued with 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.

"Up to 5% Cashback Program" has the meaning ascribed to in section 1.2.

“Qualifying Transactions” means retail card present, retail card not present e-commerce transactions, utility bill payment transactions at merchant’s store or at website / kiosks / mobile applications, reversals and refund transactions initiated by the merchant within the Eligible Spend Categories and any other transactions on the Card that the Bank defines as eligible for earning Cashback, from time to time at its sole discretion.

“Non-Qualifying Transactions” means all transactions other than Qualifying Transactions which are not limited to utility bill payment transactions made through Bank’s digital channels (Mobile app and Online banking), payments made through third party payment service providers or aggregators, cash withdrawal through ATM and/or exchange houses, balance transfers, cash-on-call, installment payments, any insurance and fee levied by the Bank, any adjustment entries made by the Bank and/ or other transactions on the Card that the Bank defines as not eligible for earning Cashback, from time to time at its sole discretion.

“Rewards Wallet” means the reward points account maintained by the Bank for each Customer and which contains the accumulated reward points amount - net of cancellations, lapses, forfeitures and expiry - and available for redemption.

“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 Titanium Up to 5% Cashback Credit Card allows eligible Cardholders to accumulate Cashback on their overall Calendar Month posted transactions. 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 applicable for CBD Titanium Up to 5% Cashback Credit Cardholders as determined by the Bank for Cardholders who's Cards are not blocked, and are in good standing as determined by the Bank at its sole discretion.
- 2.2. Cashback earned on the transactions made by using the Supplementary Card(s) will accrue to the account of the Primary Cardholder.

3. ENROLMENT

- 3.1. Participation in the Program is on invitation basis from the Bank only.
- 3.2. The Cardholder may continue to use his/her Card as he/she normally does.
- 3.3. The Bank may impose Enrolment Fees or Annual Fees on the Program at its absolute discretion.

4. CASHBACK

- 4.1. To start earning cashback a minimum overall Total Monthly Spend of AED 1,500 is required. No cashback will be awarded if the Total Monthly Spend is less than AED 1,500
- 4.2. Customers will earn cashback on all purchases done during a given month on their Credit Card. The cashback earned is calculated based on spend-tiers and is done as follows:
 - **Step 1:** All calendar month posted transactions will be summed up to calculate overall monthly spends.
 - **Step 2:** Overall monthly spends will be distributed amongst predefined spend-tiers (as illustrated below in Table 1).
- 4.3. The overall maximum amount of cashback that a customer can earn on his/her credit card on a yearly basis is AED 2,000.
- 4.4. Non-Qualifying Transactions which are posted in the Card Account will not earn any Cashback.
- 4.5. Overall Cashback earned by the Cardholder in a Calendar Month will be converted in to Reward Points of equivalent AED value and will be credited in Cardholders' Rewards Wallet by 15th of every month.

Table 1 – Cashback Earn Grid

Spend Tiers (AED)	Cashback (%)
0-5,000	0.55%
5,001-10,000	2.00%
10,001-15,000	3.00%
>=15,001	5.00%

The corresponding cashback percentage will be applied to calculate the cashback points earned by you (as illustrated below)

Illustration

Spend Tiers (AED)	Cashback (%)	Spend Distribution (AED)	Cashback (AED)
0-5,000	0.55%	5,000	27.50
5,001-10,000	2.00%	5,000	100.00
10,001-15,000	3.00%	5,000	150.00
>=15,001	5.00%	2,000	100.00
Total	-	17,000	377.50

- 4.6. Merchant categorization to classify in each of the Eligible Spend Categories will be identified based on Merchant Category Codes (MCC) as defined by Mastercard/Visa International with details provided in Table 1 above.

- 4.7. MCC are classified by Mastercard/International and may vary from time to time. The Bank has no control over MCC classification and will not entertain or be liable for Cashback claims made by the Cardholder relating to incorrect classification or interpretation of MCCs
- 4.8. The Bank may, at its sole discretion, amend the Eligible Spend Categories or the MCC used to identify Qualifying Transactions for earning Cashback.
- 4.9. The percentage rate of Cashback and 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 and shall be published in the Bank's website – www.cbd.ae
- 4.10. The Bank may, from time to time and at its sole, set a minimum transaction size for Qualifying Transactions for the purpose of awarding Cashback.
- 4.11. All Qualifying Transactions posted to the Primary Account under this Program are eligible to earn Cashback. This will include the following transactions:
 - a) Card Present transactions at Retail merchants e.g. transactions at point-of-sale (POS) terminals
 - b) Card-not-Present transactions at Retail merchants e.g. e-commerce transactions
 - c) Utility Bill Payment transactions executed directly on the merchant websites or merchant's proprietary mobile application or at merchants office/direct outlets/shops (e.g. Etisalat, DU, DEWA, SEWA, ADDC etc.)
 - d) Reversal/Refund transaction initiated by the merchant against the original transaction. These transactions will offset the retail spends in the Calendar Month in which the refund or reversal transaction has been processed by the merchant in accordance to the category of spend and adjust the Cashback earnings for the same Calendar Month.
- 4.12. The following transactions do not qualify for any Cashback and will be termed as Non-Qualifying transactions:
 - a) All transactions other than Qualifying Transactions.
 - b) Utility Bill payments (e.g. Etisalat, DU, DEWA, SEWA, ADDC, RTA & other payments) made through the Bank's digital channels e.g. CBD Online Banking, CBD Mobile App or at merchant's third party partners who shall act as payment aggregators by offering one platform for payment of electricity, telecom, RTA, international mobile top-ups and other payment services, e.g. MBME, PayPal etc.
 - c) Any payments made through third party payment service providers/channels or payment aggregators where the payment is not made directly to the merchant(s)/institution(s).
 - d) Cash withdrawals (through ATM's, Banks, and Exchange houses or through any withdrawal channels).
 - e) Balance Transfers & Cash on Call facilities availed.
 - f) Insurance charges levied by the Bank.
 - g) Fees & Charges levied by the Bank.
 - h) Any adjustment entries (if any) levied on the card by the Bank or any other transactions determined by the Bank from time to time.
- 4.13. In the event a Qualifying Transaction is reversed or refunded at a later date, these transactions will compensate the Qualifying Transactions executed in the Calendar Month in which the reversal has been processed by the merchant in accordance to the category of spend and shall also compensate the Cashback earnings for the same Calendar Month.
- 4.14. Cashback earned may round up or down to determine the Cashback amount in a whole number at Bank's sole discretion.

- 4.15. 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 customer loyalty program unless otherwise specifically notified by the Bank.
- 4.16. 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.

4. REDEMPTION & FORFEITURE

- 5.1. Cashback earned will be available for redemption in Cardholder's Rewards Wallet in the form of reward points. These reward points can be redeemed by the Cardholder for Cashback, Emirates Skywards Miles, Electronics, Shopping vouchers, Charity and more through Bank's Mobile app.
- 5.2. The Bank will make available to the Primary Cardholder, one or more channels for redemption of accumulated Cashback/reward points including but not limited to the Bank's Contact Centre, its Online Banking platform and its Mobile Application. Only the Primary Cardholder may request redemption of Cashback/reward points.
- 5.3. The minimum Cashback/reward point's amount that is allowed to be redeemed in any instance is AED 40, or any other amount decided by the Bank at its sole discretion.
- 5.5. Reward points if redeemed for Cashback has a monetary value on redemption. When redeemed, the equivalent value will reflect as a credit to the Primary Cardholder's account in the same manner as any other repayment.
- 5.6. The Cardholder must be in good standing with the Bank across his banking relationship including any accounts, deposits, loan, overdraft or card facilities, when a request for redemption is made. 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 are not met, the Bank at its sole discretion may decide to disallow redemption and forfeit the available Cashback/reward points in Cardholder's Rewards Wallet.
- 5.7. Reward points if redeemed for Cashback requires a valid Card Account and if a valid Card Account is not available for any reason, Cashback may be credited into a valid Current or Savings Bank account held by the Cardholder with the Bank. The Cardholder acknowledges that it is his/her sole responsibility to ensure that a valid Card Account or Bank account is maintained.
- 5.8. Reward points awarded to Cardholder have an expiry of twenty four (24) months from the date of accrual. The Bank may at its sole discretion amend or change the period of expiry. Cashback earned and not redeemed within the period of expiry, will be forfeited and will be deducted from the available balance reflected in Cardholders Rewards Wallet.

5. GENERAL

- 6.1. Fraud and/or abuse relating to earning and redemption of Cashback/Reward points in the Program may result in forfeiture of the Cashback/Reward points as well as termination and cancellation of the Card.
- 6.2. 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.
- 6.3. 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.

- 6.4. 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.
- 6.5. The Bank may in its sole discretion decide to outsource the Card Account to a third-party legal entity for provision of redemption and other services linked to the Card Account.
- 6.6. Any variation, alteration, modification, and/or amendment to the terms and conditions shall be published on the Bank's website www.cbd.ae and shall supersede the earlier terms and conditions communicated to the Cardholder.
