

Terms and Condition CBD Yes Rewards Credit Card

Commercial Bank of Dubai PSC (“CBD”) and Emirates National Oil Company (“ENOC”) have entered into a Service Agreement for the provision of the CBD Yes Rewards Credit Card in the United Arab Emirates.

The following Terms and Conditions (“T&C”) are applicable to the CBD Yes Rewards Credit Card unless otherwise specified, these T&C are applicable to both variants of the CBD Yes Rewards Credit Card.

These T&C will apply in conjunction with the CBD Credit Cards General Terms & Conditions available at www.cbd.ae

1.1. Definitions and Interpretation

1.1.1. Definitions

“**Bank**” or “**the Bank**” means Commercial Bank of Dubai.

“**Billing Cycle**” means a period of up to thirty one calendar days according to the Gregorian calendar, from the previous Billing Date.

“**Billing Date**” means the date of generation of the statement of transactions in the Card Account for the previous Billing Cycle.

“**Calendar Month**” means calendar month according to the Gregorian calendar.

“**Card(s)**” means the CBD Yes Rewards Credit Card in physical or virtual form.

“**Card Account**” means the account opened by the Bank for issuance, billing and maintenance of Primary Card(s) and Supplementary Card(s).

“**Cardholder(s)**” means the holder of Card(s).

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

“**Enrolment Date**” means the calendar date on which Card Account is created for new CBD Yes Rewards Cardholders and means the calendar date of conversion of Card Program for those CBD Yes Rewards Credit Cardholders who have chosen not to opt-out of the Card Program

“**ENOC Retail**” means Emirates National Oil Company in the United Arab Emirates

“**Merchant Category Codes (MCC)**” means the classification used by Visa International to classify merchants and businesses by the type of goods or services provided.

“**Membership Fees**” means the fees charged to the Primary Cardholder’s Card Account on enrolment into the Program and / or on every anniversary thereof.

“**Non-Qualifying Transactions**” means utility bill payment transactions made through bank’s digital channels, 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 and/or Yes Rewards, from time to time at its sole discretion.

“**Primary Card(s)**” means a Card in physical or virtual form other than the Supplementary Card but linked to the same Card Account as the Supplementary Card.

“**Primary Cardholder(s)**” 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 when a card transaction is received by the Bank and posted to the Card Account. It may or may not be the same as the Transaction Date.

“Qualifying Transactions” means retail card present, retail card not present e-commerce transactions, utility bill payment transactions at merchant’s website, reversals and refund transactions initiated by the merchant and/ or other transactions on the Card that the Bank defines as eligible for Base Cashback and/or Bonus Cashback and /or Yes Rewards, from time to time at its sole discretion.

“Non Qualifying Transactions” means all transactions other than Qualifying Transactions, including but not limited to Balance Transfers, Cash on Call, EPP transactions, utility bill payment using CBD banking channels, EPP transactions and Balance conversion transactions made on the Card that the Bank defines as not eligible for Base Cashback and/or Bonus Cashback and /or Yes Rewards, from time to time at its sole discretion

“Yes Rewards” means the loyalty program created, maintained and managed by ENOC under which Cardholders can earn Yes Reward Points based on Qualifying Transactions and redeem Yes Reward Points for payment for ENOC services, discounts, offers and other benefits through the Yes Rewards mobile application

“Yes Rewards Membership” means the membership under Yes Rewards Program, created directly by Cardholders on the Yes Rewards mobile application or created by ENOC on behalf of Cardholders based on the information provided by the Bank which was last updated by the Cardholder

“Yes Reward Points” means the loyalty points under the Yes Rewards Membership that are earned by Cardholders based on Qualifying Transactions and can be redeemed for payment for ENOC services, discounts, offers and other benefits through the Yes Rewards mobile application.

“Supplementary Card(s)” means a Card in physical or virtual form other than the Primary Card but linked to the same Card Account as the Primary Card

“Supplementary Cardholder(s)” 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 calendar date on which a card transaction took place.

“Preferential Category Spend(s)” means spends other than ENOC and EPPCO spends, done on Merchant Category Codes (MCC) as listed in Table 2

1.1.2. Interpretation

- The Card 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 (**“Credit Card Agreement”**).
- Notwithstanding anything contained herein, in the event there is any contradiction between these T&C and the Credit Card Agreement, then terms of Credit Card Agreement shall prevail.

1.2. Card Program

CBD Yes Rewards Credit Card Program (**“Card Program”**) allows eligible Cardholders to earn and accumulate Yes Reward Points on Qualifying Transactions which have been posted on their CBD Credit Cards as on the Posting Date during the Calendar Month and shall also entitle the Cardholders to specified Card benefits as defined on www.cbd.ae. The Card Program applies to new Cardholders as well

as to existing CBD Yes Rewards Credit Cardholders who have chosen not to opt-out of the Card Program as on the Enrollment Date.

2. Eligibility

2.1. The Card 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. Only Qualifying Transactions posted by the Bank as on the Posting Date to the Card Account would be considered for determining eligibility to earn Yes Reward Points and to avail specified benefits as defined on www.cbd.ae

3. Enrollment into Card Program

3.1. Participation in the Card Program is automatic for all eligible Cardholders on Enrollment Date.

3.2. Cardholders may continue to use his/her Card as he/she normally does.

3.3. The Bank may decide to offer the Card with a first year free option or impose Membership Fees on the Enrollment Date and / or on every anniversary thereof, at its sole discretion

4. Yes Rewards by ENOC

Cardholder understands and unconditionally accepts that Yes Rewards is a rewards program created, maintained and managed by ENOC at its sole discretion and governed by its own Terms and conditions as published on <https://yesrewards.ae>

4.1 Enrollment into Yes Rewards Program

Cardholder understands and unconditionally accepts the following:

4.1.1 Enrollment into Yes Rewards is at the sole discretion of ENOC and is governed by Yes Rewards

Terms and Conditions as published on <https://yesrewards.ae>

4.1.2 Cardholder consents to and authorizes the Bank to share any and all information relevant to and/or required by ENOC to

- Enroll the Cardholder into Yes Rewards and create a Yes Rewards Membership for the mobile number provided wherever one does not already exist OR
- Link an already existing Yes Rewards Membership for the mobile number provided by the Cardholder for his/her CBD Yes Rewards Credit Card

4.1.3 The information shared by the Bank may include but is not restricted to Cardholder's name, mobile number, nationality, email, address, gender, date of birth and UAE Resident Identity Card details.

4.1.4 Enrollment into Yes Rewards is done primarily using the Cardholder's mobile number provided to the Bank:

- If the Cardholder's mobile number is already enrolled with Yes Rewards then the existing Yes Rewards Membership mapped to that mobile number will be assigned by ENOC to the Cardholder's CBD Yes Rewards Credit Card. Any Yes Reward Points earned under the Card Program thereafter, will be credited to the existing Yes Rewards Membership.

- If the Cardholder's mobile number is not enrolled with Yes Rewards, then a new Yes Rewards Membership will be created by ENOC and mapped to the mobile number assigned to the Cardholder's CBD Yes Rewards Credit Card. Any Yes Reward Points earned under the Card Program thereafter, will be credited to the new Yes Rewards Membership

4.1.5 It is the Cardholder's responsibility to provide the correct and complete mobile number to the Bank as Yes Rewards Membership creation and / or assignment of existing Yes Rewards Membership by ENOC and the crediting of Yes Reward Points on Qualifying Transactions thereafter will be done on the basis of the mobile number provided. Failure to provide the correct and complete mobile number to the Bank may lead to a situation where applicable Yes Reward Points are not received by the Cardholder at all or are credited into a different Yes Rewards Membership that may not belong to the Cardholder.

4.2 Earning of Yes Reward Points

Cardholder understands and unconditionally accepts the following:

4.2.1 Cardholder will earn Yes Reward points as per the earn rates provided in Table 1A and Table 1B on all Qualifying Transactions which have been posted as on the Posting Date on the Primary Cards and Supplementary Cards during a Calendar Month. Non-Qualifying Transactions which are posted in the Card Account will not earn any Yes Reward Points.

Table 1A

Yes Reward Points - Type	Number of Yes Reward Points
Welcome Bonus	<p>20,000 Yes Reward Points, subject to customer making a spend of AED 1 or more on their card within 90 days of card issuance by the Bank</p> <p>These Yes Reward points will be given only one time to customers who have applied for the CBD Yes Rewards Card for the first time</p>

Table 1B

Total Monthly Spend Slab (AED)	Number of Yes Reward Points earned on all Qualifying Transactions undertaken at ENOC/ EPPCO	MONTHLY CAP	Number of Yes Reward Points earned on all Qualifying Transactions Domestically other than ENOC/EPPCO spends	Number of Yes Reward Points on Preferential Category Spend other than ENOC/EPPCO spends, as listed in Table 2	Number of Yes Reward Points on International spends
AED 0 –AED 2,499.99	3 Yes Reward points per AED 1 spend	7,500 Yes Reward points	1 Yes Reward points per AED 1 spend	0 Yes Reward points per AED 1 spend	1 Yes Reward points per AED 1 spend
AED 2,500 – AED 9,999.99	10 Yes Reward points per AED 1 spend	12,500 Yes Reward points			

AED 10,000+	15 Yes Reward points per AED 1 spend	17,500 Yes Reward points			
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Table 2 – Following category of spends, other than ENOC/EPPCO spends, are defined as Preferential Category Spends and will not be eligible to earn Yes Reward Points

Merchant Category Description	Merchant Category Code
Govt. & Utility Payments	4812, 4813, 4814, 4816, 4821, 4899, 4900, 9399
Education	8211, 8200, 8241, 8244, 8249, 8299, 8351
Supermarket	5411
Fuel	5541, 5542
Automobiles	5511, 5521, 5599, 5561, 5571, 5592, 5598, 5599
Rental	3351 to 3500, 4722, 7512, 8675
Insurance	5960, 6300
Quick Service Restaurants	5811, 5812, 5813, 5814

4.2.2 Welcome bonus of 20,000 Yes Reward points on Yes Rewards Credit Card will be given only one time to customers who have applied for the CBD Yes Rewards Card for the first time subject to customer making a spend of AED 1 or more on their card within 90 days of card issuance by the Bank.

4.2.3 Welcome Bonus points as well as Spend based Yes Reward points will be credited within 45 days of customer making the Qualifying Spend Transaction.

4.2.4 Non Qualifying Transactions will not be eligible for Welcome Bonus as well as Spend based Yes Reward points

4.2.5 Merchant Categories for Yes Rewards earning other than ENOC / EPPCO spends will be identified based on Merchant Category Codes (“MCC”) listed below. 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 claims made by the Cardholder relating to incorrect classification or interpretation of MCC.

4.2.6 Yes Reward Points earning in a Calendar Month will be capped to the credit limit assigned to the Card. Any spends from Qualifying Transactions which are spent beyond the assigned credit limit within the same Calendar Month will not qualify to earn Yes Reward points.

4.2.7 In the event a Qualifying Transaction is reversed or voided at a later date, these transactions will offset the retail spends in the calendar month in which the reversal has been processed by the merchant in accordance to the category of spend and the equivalent Yes Reward Points earned on the reversal or refund transaction will be reversed and the value of reversed or voided transaction will be deducted from the cumulative spends for determining the Yes Reward Points that customer is eligible for in the calendar month in which reversal has been processed.

4.2.8 Each Card member shall only be entitled to earn the Points provided: (i) the Card Account and the Yes Rewards Account is active and not closed; (ii) the Card is in good standing and is not blocked or cancelled in accordance with the Credit Card Terms and Conditions; and (iii) the Card is not expired or

over its specified limit in accordance with the Credit Card Terms and Conditions (iv) the Card should be in good standing as stipulated by the Bank and will be at the sole discretion of the Bank

4.3 Transfer of Yes Reward Points

Cardholder understands and unconditionally accepts the following:

Yes Reward Points earned by the Cardholder during the Calendar Month will be transferred by the Bank to Customers Yes Rewards Account within 15 days of the following Calendar Month. The Bank shall inform ENOC to credit the transferred Yes Reward Points into the Yes Reward Account of the Cardholder. Credit of Yes Reward Points transferred, to the Cardholder's Yes Reward Membership will be at the sole discretion of ENOC and will be governed by Yes Rewards Terms and Conditions as published on <https://yesrewards.ae>

5. Redemption, Forfeiture and Expiry of Yes Points

Cardholder understands and unconditionally accepts the following:

5.1.1 Yes Reward Points earned by Cardholder on Qualifying Transactions and credited to the respective Yes Membership will be available for redemption only via the Yes Rewards mobile application.

5.1.2 Redemption of Yes Rewards Points for payment of ENOC & EPPCO services, merchant discounts, merchant offers and experiences, other deals and benefits as available on the Yes Rewards mobile application, is governed by Yes Rewards Terms and Conditions as published on <https://yesrewards.ae>

5.1.3 The Bank has no control over number and type of merchants, the percentage of merchant discounts, the quality of the products offered by the merchants, merchant offers, experiences or deals offered on the Yes Rewards mobile application or on any other part of the redemption process and will not entertain or be liable for any claims relating to said redemption of Yes Reward points.

5.1.4 The Bank shall reward the Yes Reward points for every AED of the Qualifying transactions as per earning rate defined in Table 1B. The Bank does have the control on the redemption rate applied to determine the AED value of the Yes Reward points used for redemption for any payment or purchase services offered by ENOC. The Yes Reward points redemption rate is controlled and governed by ENOC and may undergo revision as deemed appropriate by ENOC.

5.1.5 Forfeiture and Expiry of Yes Reward Points are governed by Yes Rewards Terms and Conditions as published on <https://yesrewards.ae>. Bank has no control over the Forfeiture and Expiry of Yes Reward Points and will not entertain or be liable for any claims relating to said Forfeiture and / or Expiry.

6. General

Cardholder understands and unconditionally accepts the following:

6.1. The Bank reserves the right to cancel, suspend or change these T&Cs at any time, without giving any intimation to the Cardholder.

6.2 Any variation, alteration, modification, and/or amendment to these T&Cs shall be published on the Bank's website – www.cbd.ae - and shall supersede the earlier terms and conditions communicated to the Cardholder.

6.2 Fraud and/or abuse relating to earning of Yes Reward points through the Card Program may result in forfeiture of Yes Reward Points earned as well as termination and cancellation of the Card.

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 Card Program. 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.

Commercial Bank of Dubai PSC, Dubai, UAE, licensed by the Central Bank of the UAE. Ittihad Street, Port Saeed, Deira, Dubai, P.O.Box: 2668, Dubai, UAE. Telephone: 600 575 556. For feedback/complaints, please email us at customercare@cbd.ae

Website: www.cbd.ae