

**TERMS AND CONDITIONS OF CASHBACK PROGRAM
FOR VIETCOMBANK VIETCOMBANK AMERICAN EXPRESS® INTERNATIONAL
CREDIT CARD**

I. Eligible customers: Vietcombank American Express® cardholders. (Not applicable for cards authorized by corporate for personal use).

II. Program details

- For payments with Vietcombank American Express® international credit card, customers are entitled to cashback on the total eligible spending amount as follows:
 - ✓ For green card: 0,6% cashback on transaction amount.
 - ✓ For gold card: 0,8% cashback on transaction amount.
- Cashback period: every 06 months:
 - ✓ 01st period: statements in the period from 02/01 to 01/07.
 - ✓ 02nd period: statements in the period from 02/07 to 01/01 next year.
- Cashback payment: no later than 02 statements after each cashback period.
- Regulations on cashback amount:
 - ✓ *Minimum value:* Minimum amount is 100.000 VND/cashback period. After 01st period, if cashback amount is lower than minimum threshold, cashback value will be accumulated in the next period. After 02nd cashback period, if total accumulated cashback amount is still less than minimum value, cashback value will be 0.
 - ✓ *Maximum value:* unlimited cashback.

III. Terms and conditions

1. Eligible card/ cardholder

- Be the cards as specified in section I.
- There are eligible transactions made by the card during cashback period.
- Card is not locked, canceled and valid at the time Vietcombank processed the cashback payment. If the cashback card is no longer active and has been replaced by a new card before the cashback period, the replacement card may be entitled to the cashback value (replaced card must be the same product and same brand with higher or equivalent class).

2. Eligible transactions

2.1. *Conditions of eligible transactions:*

- Transaction using eligible card to pay for goods and services through card acceptance devices and electronic methods to serve personal consumption needs that recorded in Vietcombank system.
- Transaction that has been successfully processed and recorded in Vietcombank system (transactions shown on the customer's statement) during the cashback period. Note: the time that customer received notification message of successful transaction may not be the time that card transaction recorded into Vietcombank's system.
- In case a transaction has been made but subsequently canceled, partially or wholly refunded due to a system error, from the Customer or the 3rd party cancel/ refund the transaction, the canceled, partial or full refund amount will be deducted from the eligible transaction amount.
- For installment purchase transactions, the valid transaction value is the total value of goods/services at the time of purchase. Monthly installments arising from a purchase /installment plan will not be considered eligible transactions.
- In case there is supplementary card, supplementary card's eligible transactions will be considered as principal card's eligible transactions.
- Note: For transaction at MCC Airline (total transaction amount is usually broken into many transactions with same authorization number, therefore, total transaction amount will be total amount of multiple transactions with same authorization number).
- Eligible transactions must be compliant with the law of Vietnam.

2.2. *Ineligible transactions:*

- Cash withdrawal transactions (including but not limited to cash withdrawal transactions at the counter, at ATM or POS or cash withdrawal in any other forms); payment transactions using mobile wallet; gambling transactions; fee and interest transactions; testing transaction to activate card; transactions arising due to system errors.
- Overseas foreign exchange, stocks purchase, financial investment transactions.
- Tax refund transactions.
- Any transaction that Vietcombank suspects that the transaction specified in Clause 2.1 above is not eligible for a cashback under the provisions including but not limited to the following cases:

- Customers perform fraudulent or chargeback transactions with the reason that the cardholder did not conduct transactions, payment transactions did not arise from the purchase and sale of goods and services;
- Customers conduct payment of airline tickets/ electricity, water/ telecommunication bills/ insurance premiums, multi-level cosmetic business for others, etc;
- Payment transactions for business expenses, not for personal spending purposes;
- Payment transactions at merchants that Vietcombank assesses have signs of fraud based on the abnormal behavior, frequency, transaction amount of customers in each period;
- Chargeback transactions;
- Other cases according to Vietcombank regulations from time to time.

3. Responsibilities of Vietcombank

- To credit the cashback value to the eligible principle card account of the customer no later than 02 statements after each cashback period.
- To resolve customer’s complaints about cashback amount within 15 working days after the program's appeal period ended.
- In case Cardholder’s complaint was right and Cardholder provided all invoices and relevant documents, Vietcombank will credit the adjusted cashback amount (if any) into Cardholder’s account in next cashback period/next statement.

4. Rights of Vietcombank

- Vietcombank reserves the right to make a final decision in the approval of eligible transactions/eligible cards and to process the cashback program.
- In case Vietcombank doubt that customer may abuse the program or use the card inappropriately..., Vietcombank reserves the right to request customer to provide transactions invoices (including card payment slip and sales invoices) and other documents to prove that transaction eligible. Customer is responsible for providing eligible documents/invoices within 05 working days after receiving Vietcombank request. In case customer cannot provide documents after that time, customer’s transactions are deemed ineligible.
- Vietcombank reserves the right to decline cashback in cases that cardholder’s transactions ineligible as clarified in section 2 or customer cannot provide or provide not enough transaction invoices within specified time or transaction invoice that customer provided are inappropriate, unclear or violate T&C of the program. Decision of the bank is the final one and customers are deemed to agree with that.

- Vietcombank reserves the right to debit cardholder account the cashback amount that Vietcombank paid without prior notice to customer in case there're mistakes in cashback process or based on ineligible transactions that clarified in article 2 or customer cannot provide or provide not enough transaction invoices within specified time or transaction invoice that customer provided are inappropriate with T&C of program.
- Vietcombank is exempted from force majeure events such as fire, flood, earthquake, card processing system error... which caused the Cardholder's transactions misleading or impossible to perform or not transmitted to the bank's system, which cause delay in cashback payment process as regulated in T&C of the program.
- Vietcombank will notify customer on cashback payment via following channels but not limited to credit card statement and/or Email/OTT/SMS... depending on available resources from time to time. Vietcombank is exempted from the cases that Vietcombank cannot contact customer using customer's information registered with Vietcombank.
- Vietcombank reserves the right to change or adjust the terms and conditions of the program at any time by public announcement on Vietcombank's website (www.portal.vietcombank.com.vn).
- Vietcombank reserves the right to discontinue the program according to Vietcombank's notice.

5. Responsibilities of Cardholders

- The Cardholder is responsible for keeping all transaction documents and invoices (including card payment slips and sales invoices) and providing them to Vietcombank upon request.
- In case of complaint, Cardholder is responsible for providing invoices, transaction documents and other relevant documents within 05 working days after the appeal time ended to prove the Cardholder's benefit. The Cardholder will not have the right to appeal if after that time, the Cardholder cannot provide relevant proof.
- Cardholders is responsible for paying personal income tax related to the cashback amount (if any) according to current law.
- By participating in this program, the Cardholder acknowledges that he/she knows and accepts all conditions and terms of this program; adjustments (if any); all terms and conditions in Vietcombank card issuance and usage agreement.

6. Rights of Cardholders

- Cardholders have the right to complain about the cashback amount credited on the statement within 15 working days after receiving the statement. After this time, the Cardholder is deemed

to agree with the result of Vietcombank's cashback program.

- Principle Cardholder is responsible for making complaints with the Bank. For inquiries and complaints related to the program, please contact Vietcombank's transaction offices nationwide or 24/07 Customer Contact Center Hotline 1900 54 54 13./.