#### TERMS AND CONDITIONS FOR LOTUSMILES PROGRAM

# FOR VIETCOMBANK VIETNAM AIRLINES PLATINUM AMERICAN EXPRESS®, VIETCOMBANK VIETNAM AIRLINES AMERICAN EXPRESS® COBRANDED INTERNATIONAL CREDIT CARD (AMEX VNA)

# I. Eligible customers:

- Vietcombank Vietnam Airlines Platinum American Express® cardholders (Amex VNA Platinum cardholders).
- Vietcombank Vietnam Airlines American Express cardholders® (Amex VNA Gold and Green cardholders).
- Not applicable for cards authorized by corporate for personal use.

# II. Program details:

# 1. Mileage earn rate

Product	Mileage conversion rate	
Amex VNA Gold and Green	For every 23.000 VND overseas spending  For every 28.000 VND domestic spending	
Amex VNA Platinum	For every 18.000 VND overseas spending  For every 22.000 VND domestic spending	01 mileage added into Lotusmiles account

- Overseas spending: spending volume using foreign currencies.
- Domestic spending: spending volume using VND.

# 2. Mileage adding period

- Every month based on Amex VNA card statement.
- Within 10 working days after the statement date of Amex VNA card, Vietcombank will work with Vietnam Airlines to add mileage into customers' Lotusmiles account.

#### III. Terms and conditions

#### 1. Eligible card/cardholders

- Be the cards as specified in section I.
- There are eligible transactions made by the card during mileage assessment period.
- Card is not locked, canceled and valid at the time Vietcombank processed the mileage assessment. If the card is no longer active and has been replaced by a new card before the mileage assessment period, the replacement card may be entitled to the mileage assessment (replaced card must be the same product and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 on Vietcombank system (transactions shown on the customer's statement) during the mileage assessment 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 Airlines merchant (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); overseas foreign exchange, stocks purchase, financial investment; gambling transactions; fee and interest transactions; testing transaction to activate card; transactions arising due to system errors.

- Any transaction that Vietcombank suspects that the transaction specified in Clause 2.1 above is not eligible for a mileage 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. Regulation on using Lotusmiles

Followed the terms and conditions of Vietnam Airlines Lotusmiles program. Please refer
to the link below: <a href="https://www.vietnamairlines.com/vn/vi/lotusmile/member-benefits/term-condition#lotusmiles10">https://www.vietnamairlines.com/vn/vi/lotusmile/member-benefits/term-condition#lotusmiles10</a>

# 4. Responsibilities of Vietcombank

Vietcombank consolidates the spending volume of Amex VNA eligible cardholders so that
 Vietnam Airlines would calculate mileage for customers.

#### 5. Rights of Vietcombank

- Vietcombank reserves the right to make a final decision in the approval of eligible transactions/eligible cards and to process the mileage 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 mileage program 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 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 mileage adding process as regulated in T&C of the program.
- In case Vietcombank is not acquiring bank, Vietcombank is exempted from the cases of incorrect MCC registered by acquiring banks and American Express or in case American Express and/or acquiring bank and/or merchant changed MCC without notice to 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.

## 6. 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.
- 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.

# 7. Right of cardholders

- Cardholders reserves the right to appeal about the results within 06 months from the date of transaction;
- Principle Cardholder is responsible for making complaints with the Bank. For inquiries and complaints related to the program, please contact Vietcombank transaction offices or Customer Center 24/07: 1900.54.54.13 (for Amex VNA Gold and Green cardholders) or free hotline for Amex VNA Platinum: 1800.1565./.