

**TERM AND CONDITION**

*Etc: Implementing the program "Open a credit card to receive cashback"*

1. **Name of the merchant implementing the promotion program:** Joint Stock Commercial Bank for Technology and Trade of Vietnam (hereinafter referred to as "**Techcombank**")
2. **Name of the promotion:** *"Open a credit card to receive cashback"*
3. **Promotion area (scope):** Nationwide
4. **Form of promotion:** Giving goods and services without collecting money together with the purchase and sale of goods and provision of services.
5. **Promotion period:** From 01/10/2024 to 31/12/2024 or until the Promotion Budget runs out (whichever comes first).
6. **Promotional goods and services:** Credit cards issued by Techcombank are valid during the promotion period, including Techcombank Visa Signature, Techcombank Spark, Techcombank Everyday credit cards.
7. **Goods and services used for promotion:** Cashback points at the cashback counter on Techcombank Rewards of the primary cardholder are applicable to credit cards issued by Techcombank that are valid during the promotion period, including Techcombank Visa Signature credit card, Techcombank Spark, Techcombank Everyday.
8. **Customers of the Promotion Program (eligible for the promotion):**  
 Customers will receive a refund according to section 9 of the Promotion Rules if the following conditions are met:
  - (i) During the promotion period, the Customer must open and activate a new primary Techcombank credit card for the first time or have locked/destroyed the old card (which is the type of card listed in Section 6 above) before 90 days from the date of issuance of the new primary card (which is the type of card listed in Section 6 above).
  - (ii) Customers meet the spending conditions in section 9 of the Promotion Rules.
  - (iii) Customers using the Techcombank Mobile application and Techcombank Rewards account on the Techcombank Mobile application are still active at the time of reward payment.
9. **Prize structure (prize content, prize value):**  
 9.1 Customers who meet the conditions under clause 8 above will be refunded according to the following structure:

Category	Preferential budget/month			Total value of incentives
	01/10/2024 - 31/10/2024	01/11/2024 - 30/11/2024	01/12/2024 - 31/12/2024	

<b>Techcombank Spark, Techcombank Everyday credit card:</b> Give away 1,000,000 cashback points equivalent to VND 1,000,000 Conditions apply: customers who open and activate the primary card for the first time and have incurred a total spending of at least VND 4 million within 30 days from the date of card opening according to the rules of this promotion.	3,240,000,000	3,240,000,000	3,240,000,000	<b>9,720,000,000</b>
<b>Techcombank Signature Credit Card:</b> Give away 2,000,000 cashback points equivalent to VND 2,000,000 Applicable conditions: customers who open and activate the primary card for the first time and activate it, have incurred a total spending of at least VND 8 million within 30 days from the date of card opening according to the rules of this promotion.	2,600,000,000	2,600,000,000	2,800,000,000	<b>8,000,000,000</b>
<b>Total Offer Value (VND)</b>				<b>17,720,000,000</b>

*The budget is limited by month, customers who meet the valid transaction conditions first, will be considered for promotion first, in chronological order, until the budget runs out.*

9.2 Total value of goods and services used for sales promotion (nationwide): 17,720,000,000 VND (In words: *Seventeen billion eight hundred and twenty million VND./.*)

## **10. Detailed content and rules of the promotion:**

### **10.1. Program content:**

10.1.1. During the promotion period, customers who meet the conditions of items 8 and 9 of the Program will be refunded up to 01 time. Each customer (according to Techcombank's customer ID) will only be refunded once during the entire promotion period.

10.1.2. A valid card transaction is a transaction that satisfies the following conditions:

- (i) It is a transaction of payment for goods and services via POS and online payment of goods and services;
- (ii) It is a successful transaction (excluding the transactions listed in point 1, 0.1.3. This Regulation and transactions of payment of fees and interests of card services);
- (iii) Transactions made on the main card: are successful transactions within the time limit corresponding to the conditions for enjoying the promotion specified in Section 8 above.

10.1.3. Invalid payment transactions are transactions that:

- (i) Bounced, refunded, disputed or invalid, or counterfeit, or goods and services taxes;
- (ii) Transactions showing signs of fraud, taking advantage of the program, transactions requested by Techcombank to be traced on the grounds that the Cardholder does not make the transaction;
- (iii) Cash withdrawal and cash advance transactions at ATM/POS; fee and interest collection transactions; void/reversal transactions due to: (i) system failure, or (ii) Customer, or (iii) 3rd

party cancellation of transactions; other permitted transactions excluding transactions specified in Section 1 0.1.2

(iv) Transactions in which the Bank suspects signs of profiteering, misuse of the card, violation of the terms of use of credit cards, risk management policies related to the product, including but not limited to the following cases:

- ✓ Customers who commit fraudulent or counterfeit card transactions, payment transactions that do not arise from the purchase and sale of goods and the provision of services (short transactions at card acceptors, etc.);
- ✓ Customers perform transactions of an agency nature, profiteering transactions, fraudulent transactions (For example: payment on behalf of electricity/air tickets/telecommunications charges...);
- ✓ Payment transactions for business expenses – not for personal consumption;
- ✓ Transactions at card-accepting units with the following goods and services item codes (MCC): MCC 7995 (Gambling, Betting), MCC 6211 (securities, financial investment), MCC 4829, 6051 (money transfer services), MCC 6011 (cash withdrawal),;
- ✓ Payment transactions at some card acceptance points (POS/mPOS) in the category that Techcombank assesses that there are signs of profiteering and fraud based on abnormalities in the behavior, frequency, and value of customer spending transactions in each period.

10.1.4. In case Techcombank suspects that the Card Transaction is invalid according to the above regulations, Techcombank has the right to request the Cardholder to provide invoices and documents related to the transaction to prove that the Cardholder's transaction is the purchase and sale of goods and services in accordance with the provisions of the Law and the conditions of this Promotion Program. Cardholders can supplement valid documents/invoices for Techcombank within 05 working days at Techcombank's transaction locations from the date of Techcombank's announcement.

10.1.5. In case the Cardholder supplements the vouchers/invoices after the request period or Techcombank evaluates the invoices and vouchers provided by the Cardholder and concludes that the card transaction is invalid, Techcombank reserves the right to refuse refund under this Promotion to the Cardholder.

10.1.6. Techcombank reserves the right to refuse refund for non-refundable transactions or adjust/recover the value of refunded transactions paid into the customer's credit account for non-refundable transactions.

10.1.7. Techcombank may recover the value of paid cashback transactions through any method including but not limited to the method of automatic debit of the customer's card account/payment account.

10.1.8. The promotion period is determined as follows: See section 5

The time to record Techcombank card transactions is as follows:

<b>Time for customers to open cards</b>	01/10/2024 – 31/12/2024
<b>Promotion consideration period</b>	01/10/2024 – 30/01/2024

10.1.9. Customers who meet the valid transaction conditions first, will be considered for the promotion first, in chronological order, until the number of incentives of the program is reached.

10.1.10. In case multiple customers have the same time satisfying valid transaction conditions, Techcombank will be the final decision-making entity.

10.1.11. Customers participating in the promotion program under this Regulation will not be eligible for incentives from other new credit card opening promotions of Techcombank.

10.1.12. The total number of slots of the program will be adjusted accordingly according to the budget and must not exceed the budget of 17,720,000,000 VND of the program.

10.1.13. If a customer owns more than one credit card of Techcombank at the same time and meets the conditions for enjoying the promotion under Section 8, only the credit card issued first and meets the conditions for the earliest valid transaction will be entitled to the promotion under this Regulation.

**10.2. Process, methods, and procedures for receiving prizes:**

**10.2.1. Refund policy.**

- With a total transaction in the first 30 days from the date of opening a valid card, Techcombank will record a cashback point of 1,000,000/2,000,000 points (corresponding to the cardline used by customers) (1 point equivalent to 1 VND) at the cashback point counter on Techcombank Reward. Principles & time to receive cashback points (in accordance with Techcombank's loyalty program regulations from time to time):
  - ✓ Every eligible spending transaction of the primary cardholder will be credited with cashback points to the primary cardholder.

- ❖ Cashback point recording time: from T+1 to T+3 (from T-day is the 30th day from the date the customer opens and activates the card. In case the customer's transaction falls on a Sunday/holiday, T day is the next working day).
- ❖ The time for the Client to make a withdrawal is 15 days from the date the Client reaches the total valid transaction value.
- ✓ Customers need to access the Techcombank Mobile application to perform the procedures for withdrawing refunded money to their account according to Techcombank's instructions from time to time. The minimum withdrawal amount to the account is 100,000 VND/time or other limits as notified by Techcombank from time to time.
- ✓ The Client needs to carry out the withdrawal procedure to the account within the time limit specified in Section 1, 0.2.2. below. After this time, the customer cannot carry out the procedure to receive the refunded amount and is considered ineligible for this promotion, Techcombank is not obliged to pay additional money to the customer.
- ✓ Cashback does not apply to the above invalid transactions.

#### **10.2.2. Regulations on the time limit for carrying out withdrawal procedures:**

- Customers can make withdrawals up to the last day in the next 36 months from the time the cashback points are recorded. Example:
  - ✓ If the customer successfully accumulates 100 points on January 1, 2023, the customer needs to make a withdrawal by January 31, 2026 at the latest.
- Cashback accumulated under different programs may have different validity periods, which are specified in the Terms and Conditions of Techcombank Reward Customer Loyalty Program.
- Techcombank reserves the right to change the time limit for carrying out withdrawal procedures and notify customers through the Techcombank Mobile application or website. When customers carry out withdrawal procedures, Techcombank will deduct points according to the mechanism: points accumulated in advance are deducted first.

#### **10.2.3. In the following cases, including but not limited to the following conditions, Techcombank reserves the right to refuse or cancel the customer's withdrawal request:**

- Accumulated points are invalid or in the process of fraudulent verification;
- System errors;
- Other cases as notified by Techcombank to customers.

### **10.3. Regulations on the time limit for awarding prizes and answering questions related to the promotion program:**

- For any questions related to the promotion, customers contact the following address for guidance and answers:

*Joint Stock Commercial Bank for Technological and Commercial of Vietnam*

*Address: No. 6 Quang Trung Street, Tran Hung Dao Ward, Hoan Kiem District, Hanoi City.*

*Phone: 024. 3944 6368*

- Prize awarding time of the program: Techcombank will award prizes to customers' accounts within 45 days after each prize review, excluding public holidays and Tet, counting from the last day of the program.
- The deadline for Techcombank to receive and resolve questions and complaints from customers about the results of the promotion is 60 days from the end of the program. Any questions and complaints after the above time will not be resolved.

### **10.4. Other provisions:**

- Technological and Commercial Joint Stock Bank of Vietnam reserves the right to refuse to award rewards to any Customer who the Bank deems to provide invalid, unclear, incomplete information or violates/fails to meet any of the conditions of the Program.
- Customers who receive promotions under this Regulation may have to pay irregular income tax, fees and charges (if any) in accordance with applicable laws. In case of irregular income tax, the Customer agrees that Techcombank will deduct the irregular income tax, fees and charges (if any) as prescribed by law on the value of the promotion that the customer has received and pay it on behalf of the customer to the competent authority in accordance with the provisions of law.
- Customers participating in the Program agree that Vietnam Technological and Commercial Joint Stock Bank, Techcombank's affiliates, their respective directors, employees and representatives, and affiliated companies may use the name and image of the winning customer for commercial advertising purposes.
- Technological and Commercial Joint Stock Bank of Vietnam, Techcombank's affiliates, their respective directors, employees and representatives and these affiliates shall not be liable for any loss, damage (not limited to losses or other causes of damage) or any personal accident arising from the participation in the Program or as a result of the receipt or use of the Gift, except as required by law.
- Promotion rules are published on Techcombank's website (<https://www.techcombank.com>). Techcombank reserves the right to amend and adjust these Terms and Conditions and

relevant regulations. The content of the adjusted rules will be published on Techcombank's website.

- Customers participating in the promotion agree to receive preferential notifications via communication channels (Techcombank Mobile, SMS, Email, Electronic Banners, social pages, etc.) of Techcombank and third party partners to communicate for the program.
- In case of a dispute related to this promotion program, Vietnam Technological and Commercial Joint Stock Bank is responsible for directly settling it, if it cannot reach an agreement, the parties are entitled to initiate a lawsuit to the competent People's Court for handling in accordance with current law.

**Issued by Vietnam Technological and Commercial Joint Stock Bank (Techcombank)**