Terms & Conditions for implementing the program "Cashback up to VND 2 million when spending abroad with Techcombank international payment card"

Pursuant to the Commercial Law, Decree No. 128/2024/ND-CP effective December 1, 2024 of the Government detailing the Commercial Law on trade promotion activities, Techcombank announces the promotion program as follows:

1. **Promotion name:** "Cashback up to VND 2 million when spending abroad with Techcombank international payment card"
2. **Promotion area (scope):** Nationwide
3. **Form of promotion**: Donation of goods and provision of services without collection of money accompanied by the purchase and sale of goods and provision of services.
4. **Promotion period:** From 20/11/2024 to the end of 31/03/2025 or until the budget runs out (whichever comes first).
5. **Promotional goods and services:** Payment services using Techcombank Visa international payment card issued by Techcombank.
6. **Goods and services used for promotion:** Cash will be refunded to customers according to the principles specified in the rules of the promotion program.
7. **Customers of the Promotion Program (eligible for the promotion)** Customers who fully meet the following conditions:
    - Individual customers who are valid international payment cardholders at the time of the promotion: Techcombank Vietnam Airlines Visa Platinum Priority Payment Card, Techcombank Vietnam Airlines Visa Platinum Payment Card, Techcombank Visa Platinum Payment Card, Techcombank Visa Platinum Aspiré Payment Card. The above cards have the first 6 digits of the 478097 card.

    Hereinafter referred to as a Bank Card
    - Have used the Techcombank Mobile app and the Techcombank Rewards account on the Techcombank Mobile app is still active at the time of reward payment.
    - Customers meet the conditions in these Program Rules.

    (hereinafter collectively referred to as "Customer")
8. **Prize structure (prize content, prize value, number of prizes):**

Gift value	Incentives	Total promotional budget per session (VND)				
		20/11/2024-30/11/2024	01/12/2024-31/12/2024	(01/01/2025 – 31/01/2025)	(01/02/2025 – 28/02/2025)	(01/03/2025 – 31/03/2025)
Cash donation equivalent to 10% of the transaction value,	Refunds	100,000,000	350,000,000	300,000,000	300,000,000	250,000,000

up to VND 2 million when the Bank Card has a valid transaction with a minimum value of VND 5 million or more satisfying item 10 of the CTKM Detailed Rules						
Cash donation equivalent to 8% of the transaction value when the Bank Card has a valid transaction value of from VND 2 million to less than VND 5 million, satisfying item 10 of the Detailed Rules of Taxation	Refunds	100,000,000	300,000,000	100,000,000	150,000,000	100,000,000
Total promotional budget (VND)				**2,050,000,000**		

9. **Total value of goods and services used for sales promotion (nationwide): 2,050,000,000** VND *(In words: Two billion and one hundred and fifty million VND).*

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

10.1. Program content:

During the promotion period, customers who use a valid transaction payment bank card specified in clause 10.2 with a minimum value of VND 2 million abroad will be given the corresponding amount. Concrete:

- Give cashback points corresponding to 10% of the transaction value, up to 2 million VND when using a Bank Card for eligible overseas transactions paid at POS devices with a minimum value of 5 million VND or more.
- Give cashback points equivalent to 8% of the transaction value when using a valid Bank Card for overseas spending and payment at POS devices with a value of from VND 2 million to less than VND 5 million.
- The program does not limit the number of times customers can receive cashback points. The maximum total cashback for each customer during the entire promotion period is 2 million VND. In case the Customer owns more than one payment card, Techcombank will base on the Customer Identification Number at Techcombank to ensure that each Customer can only enjoy a maximum of VND 2 million during the entire promotion period.

- Clients who meet the qualifying conditions in advance and incur an earlier qualifying trade will be preferred. In case many customers have the same time to satisfy the valid transaction conditions, the promotion will continue to be considered and Techcombank will be the final decision.

10.2. Valid card transaction is a transaction that satisfies the following conditions:

- Successful payment transactions (other than those listed in Point 10.3 of these Rules and not transactions for payment of fees and interests of card services), using Bank Cards specified in Section 7 and taking place abroad for payment at foreign POS devices - transactions at Merchant Merchants outside the territory of Vietnam or other transactions in VND.
- Transactions made on the main card and supplementary card: are successful transactions within the time limit corresponding to the conditions for enjoying the promotion specified in Section 7 above.

10.3. An invalid transaction is:

- Excluding spending transactions in the Insurance sector (with MCC catalogue code: 6300), Petroleum sector (with MCC catalogue code: 5541, 5542, 5983, 5172), related to Utility Services (with MCC catalogue code: 4900, 4812, 4814, 4899).
- Returned, refunded, disputed or invalid, or counterfeit payment transactions, or goods and services taxes;
- 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;
- Withdrawal and cash advance transactions at ATM/POS; fee and interest collection transactions; Void/reversal due to: (i) a system error, or (ii) the Customer, or (iii) a 3rd party canceling the transaction;
- Transactions at some special MCCs, the following advertising MCCs: Direct Marketing of Online Insurance Services Advertising - MCC 5960, Advertising Services - MCC 5966, MCC 5967, MCC 5968, MCC 5969, MCC 7311.
- 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.
- Techcombank reserves the right to request the Cardholder to provide financial invoices and relevant documents to prove that the Cardholder's transaction is valid. In case Techcombank needs more information about the transaction as prescribed in this regulation, Techcombank will notify the Customer to provide documents/invoices proving the transaction. Customers supplement valid documents/invoices for Techcombank according to the deadline recorded in Techcombank's Notice. The provision of this document will be done at Techcombank's transaction location. In case the Customer supplements the documents after the above time limit or the Customer does not provide sufficient documents as required by Techcombank, the relevant transactions will be determined as transactions that are not eligible for the promotion, and Techcombank has the right to proactively recover the money given to the customer.
- Techcombank reserves the right to decide whether or not to apply this offer at the same time as other offers of Techcombank.
- When customers spend with the primary card, the cashback points will be added to the Cashback Points on Techcombank Rewards of the primary cardholder. Customers who spend with the supplementary card, the cashback points will be added to the Cashback Points on Techcombank Rewards of the supplementary cardholder.

10.5.Process, methods, and procedures for receiving prizes:

10.5.1. Refund Policy:

For each valid transaction, Techcombank will record the number of cashback points (1 point equivalent to 1 VND) in the Cashback counter on Techcombank Reward. Principles & time to receive cashback points:

- All eligible spending transactions of primary cardholders will be credited with cashback points for primary cardholders, and eligible spending transactions of supplementary cardholders will be credited with cashback points for supplementary cardholders.
- Time to record cashback points on Techcombank Reward: Time to record cashback points: from T+1 to T+3 (from the date of T, the date on which the customer makes a valid successful transaction is updated on the system. In case the customer's transaction falls on a Sunday/holiday, T day is the next working day).
- The time for clients to make withdrawals is 15 days from the date of making a valid transaction.
- The number of cashback points is rounded down by units, for example: Customers who successfully pay 5,500,000.75 VND via credit card will be recorded 550,000 points
- 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 limit as notified by Techcombank from time to time.
- The Client needs to carry out the withdrawal procedure to the account within the time limit stated in Section 11.2 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.
- Techcombank will not be responsible for the customer's failure to receive a notification due to a change of address or change of phone number or email address without notifying Techcombank.
- Techcombank reserves the right to refuse refunds for non-refundable transactions or adjust/reclaim the value of refunded transactions paid into the customer's payment account for invalid transactions that have been refunded.
- Techcombank can recover the donated money through any method including but not limited to the method of automatic debit of the customer's card/payment account.

10.5.2. 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.
- If the customer successfully accumulates 200 points on January 31, 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 as detailed in the rules of each 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.

10.5.3. Withdrawal and adjustment of accumulated cashback points:

- Techcombank reserves the right not to refund/recover money for cases of suspected fraud, forgery, or improper nature of payment transactions for goods and services for legitimate personal consumption purposes via POS/mPOS, Internet, Mail/Phone order, etc. at card acceptors or when there is a special reason such as fixing system errors, in case the customer has spent more than the number of points the customer has,...
- In case the Customer has used up all the cashback points, all accumulated cashback points accumulated by the Customer after that time will be prioritized to make up for the number of cashback points that have been withdrawn. Customers will not be able to use points until the cashback points account balance is greater than 0 (zero).
- In case Techcombank decides to revoke gifts due to suspicion that the Customer has fraudulent or forged transactions, or improper nature of the transaction to pay for goods and services for legitimate personal consumption purposes via POS/mPOS, Internet, Mail/Phone order,... at merchants (also known as short transactions), Techcombank has the right to deduct money from the Customer's current account and deposit account to recover the amount corresponding to the number of cashback points or airport lounge vouchers that the Customer is refunded from transactions with signs of fraud. fake or improper nature of the transaction (short transaction) and the Client has used this amount.
- When customers carry out withdrawal procedures, Techcombank will deduct points according to the mechanism: points accumulated in advance are deducted first.
- 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 verification of fraud;

  + System errors;

+ Other cases as notified by Techcombank to customers.

10.6.Focal point for answering questions related to the promotion:

- 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, Tran Hung Dao, Hoan Kiem, Hanoi

  Phone: 1800. 588. 822

- The time limit for Techcombank to receive and resolve questions and complaints from customers is as follows:

  - For cashback recognition: within 30 days from the date of the transaction/event.

  - For other issues: 30 days for transactions where disputes and complaints occur, Techcombank will temporarily block the number of points redeemed from these transactions. After that, depending on the actual situation of handling tracing and complaints, Techcombank will decide whether to calculate this accumulated point or not. In case the Customer violates the regulations on using products prescribed by Techcombank, based on the severity of the violation, Techcombank has the right to revoke part or all of the accumulated points corresponding to fraudulent transactions.

10.7.Other provisions:

- Technological and Commercial Joint Stock Bank of Vietnam reserves the right to refuse to award promotions to any Customer who the Bank deems to provide invalid, unclear, incomplete information or violate/fail to meet any 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 promotion agree that Techcombank Joint Stock Commercial Bank of Vietnam, its affiliates, directors, employees and representatives of Techcombank and its affiliates will use the name and image of the customer enjoying the promotion 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://techcombank.com/). Techcombank reserves the right to amend and adjust these Terms and Conditions and relevant regulations. The content of the revised rules will be published on Techcombank's website after Techcombank has completed the procedures for notification/registration with the competent state agency as prescribed.
- Customers participating in the promotion program agree to receive preferential notifications via communication channels (SMS, Email, Electronic Banners, social pages, etc.) of Techcombank and third party partners to communicate the program.

In case of disputes related to this promotion program, Vietnam Technological and Commercial Joint Stock Bank is responsible for directly settling them, if they 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

11. **The names of the traders participating in the program, the specific contents of participation and the specific responsibilities of each trader participating in the program** (In case many traders coordinate in the implementation of the promotion program or traders providing promotional services to carry out sales promotion for goods, services of other traders according to the agreement (written agreement/enclosed contract): No.

Vietnam Technological and Commercial Joint Stock Bank (Techcombank) commits to properly implement and take full responsibility for the above promotion program in accordance with current laws.