

## CARTNET CASHBACK PROGRAM TERMS & CONDITIONS

### 1. THE PROGRAM

- 1.1. The Finance House PJSC ("**FH**") CartNet Cashback Program (the "**Program**") allows eligible Cardholders to earn Cashback up to 50% of their retail spends on FH Credit Card/s ("**Card/s**") and instant Referral Reward of AED 400 (Four Hundred Dirhams only) for every successful referral activated during the Program Period and as revised by FH from time to time.
- 1.2. Instant Referral Reward and Cashback accumulated on the Cards will be credited monthly on the Statement Date to the Card Account of the Cardholder.

### 2. DEFINITIONS

Unless otherwise defined hereafter, capitalized words and expressions used herein shall have the meanings assigned to them under the FH "Terms and Conditions Governing Credit Cards":

<b>"Card Account"</b>	means the account opened by FH in the name of the "Cardholder" for the purpose of debiting all "Qualified Transactions" generated as a result of using the "Card", together with the interest, fees and any other charges, as well as crediting refunds due, as made by the "Cardholder" and/or supplementary cardholder.
<b>"Cardholder/s"</b>	means the holder of a Principal Card.
<b>"Cashback"</b>	means an accrued amount earned on Qualifying Transactions made by Cardholders enrolled in this Program at rates decided by FH from time to time at its absolute discretion; and which may be credited to the Card Account of Cardholders on the relevant date. The transaction amount of a Qualifying Transaction as of the Posting Date will be considered for Cashback computation.
<b>"Instant Referral Reward"</b>	means an amount earned by the Referring Cardholder, when the Referred Cardholder activates his/her Card and the Referring Cardholder spends AED 1,000 (One Thousand Dirhams only) on his/her Card within the Billing Cycle of activation of the Referred Card.
<b>"Program Period"</b>	1 <sup>st</sup> Dec 2019 to 28 <sup>th</sup> Feb 2020.
<b>"Qualifying Transactions"</b>	means bonafide purchase transactions, where the Posting Date falls within the Program Period, completed with the use of a valid Referred Card, and determined as eligible for Cashback by FH from time to time, at its absolute discretion. Transactions that are permanently excluded from the list of Qualifying Transactions are listed in paragraph 5.5 below.

"Referring Cardholder/s"	means the holder of a Principal Card who refers to FH Referred Cardholders.
"Referred Cardholder/s"	means the potential Cardholder that has been referred to FH by a Referring Cardholder.
"Referred Card/s"	means the 'FH Titanium Credit Card' issued by FH to the Referred Cardholder.
"Statement Date"	means the date specified in the 'Statement of Account' on which the statement is generated and printed. This shall take place at the end of each Billing Cycle.
"Statement of Account"	means the monthly statement sent by ordinary mail or e-mail to the Cardholder showing all the transactions made by the Cardholder and/or the supplementary cardholder within the Billing Cycle and payable to FH.
"Billing Cycle"	means the time period between the dates of issuing two consecutive "Statement of Accounts", i.e. day 13 <sup>th</sup> of the previous calendar month to day 12 <sup>th</sup> of the current calendar month.

### 3. CARDHOLDER ELIGIBILITY

3.1. Except for the Cardholders referred to under paragraph 3.2 below, the Program is open for participation to:

- (a) existing Cardholders that are willing to convert their existing Cards to the FH Titanium Credit Card; and
- (b) new Cardholders that apply for, receive, their 'FH Titanium Credit Card',

whose Cards are not blocked and are in good standing as per the determination of FH.

3.2. The following Cardholders will not be eligible to participate in the Program:

- (a) All delinquent Cardholders;
- (b) Corporate Cardholders; and
- (c) Standard (Blue), Gold & Platinum Cardholders.

### 4. ENROLMENT & PARTICIPATION

4.1. Enrolment in the Program is automatic for all eligible Cardholders referred to under paragraph 3.1 above and who satisfy the definition of a Referring Cardholder.

4.2. A Referring Cardholder may opt out of the Program by notifying FH in writing of such.

4.3. FH may impose fees and/or charges for Program participation at its sole discretion, which may vary from time to time.

## 5. REWARDS

### 5.1. INSTANT REFERRAL REWARD

- (a) Referring Cardholder will be eligible for AED 400 for every Referred Card issued, provided that the Referred Card is activated and Referring Cardholder spends AED 1,000 (One Thousand Dirhams only) on his/her Card within the same Billing Cycle of such activation.
- (b) FH retains the sole right to determine whether the type of transaction(s) carried out on the Referred Card would be qualified as Qualifying Transaction(s) for such Instant Referral Rewards.
- (c) Instant Referral Reward will be payable only if both the Referring Cardholder and the Referred Cardholder are in good standing as deemed by FH at its sole discretion.

### 5.2. CASHBACK

- (a) The Referring Cardholder will earn Cashback in the manner specified under paragraph 5.3 "Cashback Computation" and as specified by FH from time to time provided that the total Qualifying Transactions incurred in AED (UAE Dirhams) within the same Billing Cycle meet the minimum amount as determined by FH.
- (b) A Referring Cardholder cannot accrue Cashback for any transactions for which the date of the transaction posted to the Card is outside of, either prior to or after, the Program Period.

### 5.3. CASHBACK COMPUTATION

- (a) All Qualifying Transactions will be considered in computation of the Cashback. The Referring Cardholder will earn 1% Cashback on Qualifying Transactions posted to the Referred Cards only.
- (b) Cashback in favor of the Referring Cardholder will be credited on the Statement Date throughout the Program Period, provided that the Referring Cardholder and Referred Cardholder spend a minimum of AED 1,000 (One Thousand Dirhams only) each, in the relevant Billing Cycle.
- (c) The maximum Cashback that can be earned by a Referring Cardholder per Billing Cycle will be limited to 50% of their tail spends made by the Referring Cardholder within the Billing Cycle.

5.4. Cashback for each of the Billing Cycle will be paid automatically on the Statement Date in the Card Account of the Cardholder.

5.5. The following types of transactions are permanently excluded from the definition of Qualifying Transactions as defined herein:

- (a) Balance transfers;
  - (b) Cash advances (ATM or otherwise);
  - (c) Easy cash;
  - (d) Card cheques;
  - (e) Insurance Charges, Finance Charges, Fees and/or Charges debited to the Card Account;
  - (f) Any other transaction determined as not Qualifying Transactions by FH from time to time.
- 5.6. Instant Referral Reward and Cashback accumulated by a Referring Cardholder on the Card cannot be combined or used in conjunction with Cashback of his/her other Cards or transferred to any other Card or customer loyalty program unless specifically notified of such in writing by FH.
- 5.7. Instant Referral Reward is an accrual payable solely at the discretion of FH and is not an attachable account balance and is not transferrable by operation of law or otherwise to any other person or entity.
- 5.8. FH may periodically notify the Referring Cardholder, through the Statement of Account and/or through other appropriate means, of the Instant Referral Reward and Cashback accumulated from time to time.
- 5.9. FH's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-instatement of Instant Referral Reward and Cashback shall be final, conclusive and binding on Cardholders.

## **6. FORFEITURE**

- 6.1. Instant Referral Reward and Cashback will be credited to the Referring Cardholder's Card Account only if the Cardholder is current and in good standing as determined by FH.
- 6.2. In the event the participating Cardholder becomes delinquent, or the payments on the Card become overdue, or the Principal Card's related Card Account is cancelled, blocked or suspended by FH, the Cardholder will no longer be eligible for any Instant Referral Reward and Cashback and the same will be forfeited.
- 6.3. In the event the Principal Card related Card Account is voluntarily closed by the Referring Cardholder or cancelled by FH, then any accumulated Instant Referral Reward and Cashback that is yet to be credited to the Card Account shall automatically lapse and shall stand forfeited.
- 6.4. Instant Referral Reward and Cashback is not exchangeable for other rewards and is non-refundable, non-replaceable, and non-transferrable under any circumstances.

## **7. GENERAL**

- 7.1. FH reserves the right to cancel, suspend, change or substitute the Instant Referral Reward and Cashback or terms and conditions of the Program or the basis of computation of Instant Referral Reward and Cashback at any time, without giving any intimation to the Referring Cardholder.
- 7.2. Fraud and/or abuse relative to earning and accrual of Instant Referral Reward and Cashback in the Program may result in forfeiture of Instant Referral Reward and Cashback as well as termination and cancellation of the Card.

- 7.3. The Program supplements, but does not in any way amend or over-ride the "Terms & Conditions Governing Credit Cards" existing between the Principal Cardholder and FH. Notwithstanding anything contained herein, in the event there is any contradiction between the Program terms and conditions and the "Terms & Conditions Governing Credit Cards", then the latter shall prevail.
- 7.4. FH 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 Program. The Cardholder shall not be entitled to claim or allege any loss, damage, liability, expense and the like attributable, directly or indirectly, to any such good faith action of FH and the Cardholder shall indemnify and hold FH harmless in respect thereof.