

Boubyan Rewards Program Terms and Conditions

Last Modified: March 5, 2020

1. Definitions

- "Account" means your approved bank Account with us.
- "CIF" – The Customer Information File which is unique to each customer within Boubyan Bank.
- "Civil ID" – Nationally Unique Number that identifies individuals residing in Kuwait.
- "Customer" means, a customer of Boubyan Bank (the "Bank") who is in Good Standing; for the purpose of these Terms and Conditions, "Good Standing" shall mean not in default under any credit facility, Customer shall include primary cardholders and any supplementary cardholders.
- "Eligible Transaction" means any transaction conducted on your Account that we identify as eligible to accrue or be awarded Points.
- "Boubyan Bank Products" means any Boubyan Bank product.
- "Boubyan Rewards Program" is defined as a loyalty program where customers accrue points for performing retail banking transactions that are categorized as eligible by the Bank at its sole and absolute discretion. Boubyan Rewards Program is managed by the Bank in conjunction with other Third Party Service Providers."Instructions" means any instructions received by us from you to redeem the Points accumulated on your Boubyan Rewards Account.
- "Third Party Service Providers" means, the companies who provide opportunities to redeem points under the Boubyan Rewards Program
- "Partner(s)" means any company, entity, or merchant as a totally independent party participating in the Boubyan Rewards Program to offer services and products or Boubyan Rewards to you through us. Boubyan Bank is not considered a travel agent nor an agent to the Partner(s) and shall not guarantee any of the services offered.
- "Boubyan Rewards Redemptions" means the purchase of air tickets, Loyalty miles or cash back or any other services and products as described by us from time to time off-set of specified Boubyan Bank fees and/or charges, as determined by us from time to time, or vouchers for specific

merchandise as determined by us from time to time and any other type of Boubyan Rewards Redemption specified by us from time to time.

- "Boubyan Rewards Program" means the Points Program offered by us to you by virtue of which you can be awarded and/or earn and /or redeem Points on your Boubyan Rewards Account in exchange of certain Boubyan Rewards offered by our Partners when using your Boubyan bank product .
- "Boubyan Points" means the points awarded to you and/or earned by you and credited and/or debited to your Account with us as a result your usage of Boubyan bank product that are eligible for the Point Program.
- "Security Details" means the unique user identification name, password, PIN, and other relevant security details as we might require from time to time and which are used by you to access your Account on the Website or Mobile Application.
- "Statement" is the statement of the Points available to you on our Website or Mobile Application by the Partner(s) Website that showing the information relating to your Account and to the number of Points awarded, accrued and redeemed as well as the expiration date of the Boubyan Points. In the event of any differences between the information regards the abovementioned Points given in Boubyan Bank Website and the information in Partner(s) Website, the Partner(s) Website shall prevail without any liability on Boubyan Bank.
- "Phone" means the device, possessed and/or owned and/or controlled by you which has the assigned Phone Number, and through which you communicate with us either by receiving SMS alerts or by giving us Instructions or otherwise accessing the Service.
- "Phone Number(s)" means the telephone number assigned to your Phone and registered with us and that you undertake that it remains under your possession and/or ownership and/or control at any time.
- "Program Rules" means the rules, regulations, policies and procedures particular to each service or product offered under the Boubyan Rewards Program.
- "User Guide" means the guidance and information issued by us in connection with Boubyan Rewards Program, as amended from time to time, the current version of which can be found on our website at Boubyan Rewards or such other, as we may determine in our sole discretion from time to time.

- "Website" means the internet and secure online banking site owned and operated by us at Boubyan Rewards. Or such other, as we may determine in our sole discretion from time to time, through which you access the Boubyan Rewards Program.
- "We", "us" and "our" means Boubyan Bank.
- "You", "your" and "yours" or "Members" means customers of Boubyan Bank enrolling in the Boubyan Rewards Program.
- We offer you a choice of Boubyan Rewards Programs described on Boubyan Bank Website or application from time to time. These Boubyan Rewards Program Terms and Conditions ("Terms and Conditions") govern the Boubyan Rewards Program and our relationship with you in relation to the Boubyan Rewards Program. Membership in the Boubyan Rewards Program is subject to these Terms and Conditions set forth below, and these Terms and Conditions apply to Boubyan Rewards Program unless specifically indicated otherwise, and supersede all previous terms and conditions. By your use of Boubyan bank product you may be awarded, earn and redeem Boubyan Rewards,
- You agree that:
 - a) by registering and signing up to this Boubyan Rewards Program on the Website or Application you have read, understood and accepted these Terms and Conditions; and
 - b) You consent to our processing of your personal data, and disclosure of such data to third parties that the bank may deem necessary.

2. Conditions of Enrollment

- Only individuals are eligible for Boubyan Rewards Program membership, and each individual may maintain only one Boubyan Rewards Account. Corporations, groups and/or associated entities cannot enroll in the Boubyan Rewards Program including any person holding Cards on behalf of a corporation, group and/or associated entity.
- Employees of Boubyan Bank are eligible to participate in the Boubyan Rewards Program.

- By holding and using a Boubyan bank product you are automatically enrolled in the Boubyan Rewards Program as described herein and by using your Boubyan bank product (s) you are automatically entitled to be awarded, earn and redeem Points on each Eligible Transaction you make. By signing up and registering on the Boubyan Rewards Program Website or Mobile Application you will have a Statement showing the number of Points awarded, earned and redeemed.

3. Transfer of Awarded and Accrued Points

- Awarded and/or accrued Points do not constitute your property. Points awarded and/or accrued by a Boubyan Rewards Program Member are for your personal benefit only and may not be transferred, assigned, pledged to anyone or combined with another member for any other reason, including divorce or inheritance. Any Boubyan Rewards which we deem in our sole discretion to have been transferred, assigned, pledged or combined in violation of these Terms and Conditions may be confiscated by us.
- In the case of a single, joint or multiple holders of a Boubyan bank product, all authorized signatories there to will be automatically enrolled in the Boubyan Rewards Program; however, the use and redemption of Boubyan Rewards shall only be available to any authorized signatory as per our records. However, you will be awarded and/or you will earn and accrue Points with respect to each related Account and the Points will be credited to such Account. The Accounts subject to the Boubyan Rewards Program are identified by your Civil ID identification number of the primary signatory as established in our records.
- In case an Account authorized signatory (ies) or a supplementary cardholder(s) is/are removed from the Account, then such signatory (ies) or supplementary cardholder(s) is/are no longer eligible to participate on Boubyan Rewards Program, however the Points accrued by the removed authorized signatory (ies) or the supplementary cardholder(s) will remain in the Account and only the remaining person holding the Account will be able to redeem those accrued Points.
- As described in more detail on the Website or Mobile Application, you may be awarded and/or earn Points and redeemed such Points in exchange for airline tickets, Loyalty Miles and other services and products as described by us from

time to time. Each Boubyan Rewards Point is subject to the Program Rules, regulations, policies and procedures that we may, in our discretion, adopt from time to time. We may amend the Program Rules, regulations and policies at any time without notice. We have the sole discretion to interpret and apply these Program Rules.

4. Eligible Transaction

- We shall determine, from time to time, at our sole discretion, which Card(s) and/or which Boubyan bank product (s) transactions are eligible for inclusion/exclusion on Boubyan Rewards Program and will be awarded and/or earn Points on each Eligible Transaction or will be awarded Points at our sole discretion, the associated limits on earnings as well as the number of Points required for redemption of Boubyan Points. In case of a reversal of any Eligible Transaction, the Points credited to the Boubyan Rewards Account as a result of such Eligible Transaction will be deducted from the accrued Boubyan Rewards balance. Debits to the Boubyan Rewards Account unrelated to the reversed Eligible Transaction will reduce the accrued Boubyan Rewards balance as per the calculation criteria set for a particular Boubyan Rewards Point. You hereby authorize us to access your Account to off-set, deduct or combine Points.
- The Points earned per type of the Boubyan Rewards and for an Eligible Transaction are subject to Boubyan Rewards earning criteria. Our Website provides a list of further exceptions to earnings of Boubyan Rewards per type of Boubyan Rewards on Eligible Transactions. Boubyan Rewards may be calculated by rounding down the transaction value to the nearest integer and as per the criteria set for each product included in the Boubyan Rewards Program.
- The total amount of eligible qualifying spend in any one month is limited to the authority matrix derived by Boubyan Bank at that time.
- In case of a change to the status of the Boubyan Rewards (such as an upgrade or downgrade thereof), the Boubyan Rewards calculations shall be adjusted accordingly.
- Qualifying transactions do not include the following transactions:
 - Balance transfers
 - Cash withdrawals

- Finance charges
- All fees charged on the Card by the Bank
- Transactions reversed by a Merchant
- Chargebacks/Fraudulent/Disputed Transactions
- Any other transactions determined by the Bank from time to time, at its sole and absolute discretion

5. Redemption of Points

- Points may be redeemed in exchange for any Boubyan product added at the time of the program.
- Only Points that are registered in the Boubyan Rewards Account, at the time of redemption, are eligible for redemption. Our records shall be conclusive evidence in respect of the number of Points registered and credited to a Boubyan Rewards Account and available for redemption.
- The redemption of Boubyan Rewards may be done through your Rewards application or mobile application. Any Instructions conveyed by you will be governed by the terms and conditions of the respective mode of redemption. We will act on, and shall treat as genuine and authentic, and you shall be fully responsible for, that Instruction;
 - You agree that we will rely on the information provided by you to act on any Instruction and we are under no obligation to authenticate such Instruction and we will act on each Instruction without seeking further confirmation.
 - You shall not contest or raise any claim in relation to such Instruction.
- Notwithstanding the provisions of this Section, we reserve our right to make further fraud prevention checks with regard to any Instruction and may refuse to act on an Instruction in our sole discretion.
- We shall only process Instructions subject to the availability of sufficient number of Points in your Boubyan Rewards Account. In the event, your Account does not have available Points, or for any other reason in our sole discretion, we reserve the right to refuse to act on any Instruction.
- If we refuse to act on an Instruction, we will make reasonable efforts to inform you, with the reasons for the refusal (if possible) and any factual errors that led to the refusal.

- In case where the Points are sub tracked from the Boubyan Rewards Account due to reversal transactions or complain submitted by customer, it may reduce or eliminate the accumulated Points resulting in a negative or zero Boubyan Rewards Account balance. If such Points are subtracted from the Boubyan Rewards Account after a Boubyan Rewards redemption has been done that reduced the Boubyan Rewards Account balance below the amount required for such Points-subtraction, we may, at our sole discretion, suspend delivery of the Boubyan Rewards Redemption from any of your Boubyan Rewards Account or Account(s).
- The Members can pay for the services, in full by redeeming Boubyan Rewards or in part as indicated and the remaining cost can be paid by using only Boubyan Bank Credit Card.
- Any Boubyan Rewards Point(s) redemptions is subject to our approval, and the terms and conditions for the relevant Boubyan Points, availability of a point at the time the redemption is requested, as well as restrictions imposed by Partner issuer of the Boubyan Points. Whenever deemed necessary, we may, without notice to you, cancel the Boubyan Rewards Point redemption order or substitute the Boubyan Rewards Point redemption order with another of comparable nature and value, as determined by us.
- Any redemption of Boubyan products are directly subject to the terms and conditions of our authorized partners. Once issued, redemption of Boubyan products are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, an order for redemption on Boubyan products cannot be cancelled, revoked, transferred or changed by you in any manner.
- Should redemption item of the Boubyan Rewards (if any) be received in a damaged or defective condition, you must notify the Partner offering this Boubyan Rewards Point Redemption of such damage or defect within the stipulated number of days as mentioned on the date of the receipt. We shall use reasonable efforts to convey your complaint to the Partner and arrange, whenever possible, for an appropriate replacement thereof. Notwithstanding the foregoing, we shall not be held responsible in any manner whatsoever for damaged or defective Boubyan Rewards Point Redemption.

6. Forfeiture of Points

- All Points shall be forfeited and no additional or unprocessed redemption requests of Boubyan Rewards shall accrue or be processed in a Boubyan Rewards Account and the Points shall be cancelled immediately in the following circumstances: (a) the Boubyan Rewards Account has been closed or is not in good standing (as determined by us); (b) all your Cards or products (under the same CIF) are cancelled or closed for any reason whatsoever including death; (c) if you breach any of these Terms and Conditions and/or any other policy incorporated by reference herein; or (d) any other event, which, at our sole discretion, will result in such forfeiture. or (E) in case all Cards (Under the same(CIF) are cancelled by us for any reason or due to internal or Central Bank of Kuwait rules and policies.

7. Information

- The information provided to us when completing earning and redeeming Points is processed in our computer systems. Communication of relevant information is important to administering the Boubyan Rewards Program and providing you with the opportunity to maximize the benefits of your membership. We will only disclose your information to: person(s) companies and entities that provide the services and sell the products offered by the Boubyan Rewards Program and to third parties emails providers for the following purposes:
- In order to better service Boubyan Rewards Account and preferences by keeping you informed of your Boubyan Rewards Program Account status and activities through printed or electronic statements;
 - To assess entitlement to benefits;
 - To offer you additional products and services;
 - To send periodic satisfaction or market research surveys;
 - To offer you products or services from select reputable companies with whom we have a strategic relationship because we believe their offerings will be of interest to you. In participating in the Boubyan Rewards Program, you consent to receive all of kinds of information described above.

- In any case, once subscribed in the program, the Members gives Boubyan Bank the right to provide the Partner(s) with any details required by the latter without any responsibility whatsoever on Boubyan Bank.

8. Statements

- A record of Boubyan Rewards Program activity for each Member will be available online in the form of a Statement to you or your authorized signatory. Boubyan Rewards Program shall be transferred on a periodic basis as per the activity of the accumulation of the Points into the Boubyan Rewards Account for the purpose of accruing Points, and all the Boubyan Rewards shall accrue and expire as described in these Terms and Conditions and the terms and conditions contained in the Statement. You may access a copy of your Statement online at https://loyaltygateway.com/rewards/phoenix/BBY_EN
- You shall be responsible for advising us of any change of your security details and address and you shall be responsible for ensuring that your Point are properly credited. If proper credit does not appear on your Statement, you should inform us immediately and provide us with any documentation where necessary.
- Any discrepancy or error on the Statement must be reported to us within fourteen (14) days from the date the Points are awarded, earned or redeemed and such reporting is subject to the Terms and Conditions contained herein and in the Statement.

9. Security Details

- We will send you your Security Details on the Phone Number provided to us, you hereby confirm, declare and acknowledge that the Phone Number (s) provided to us, is owned by and/or controlled and/or possessed by you, and that any information or communication from and to the Phone, including the giving of Security Details, is and shall be within your control and responsibility.
- You hereby undertake to inform us immediately as described below, upon any change in the Phone Number(s), loss of the Phone or Phone Number(s), or any other dealing with the Phone being outside your control and/or any change that may affect the provision of this Service to you.

- If any of your Phone, Phone Number(s) or Security Details are lost or stolen, or you suspect that someone else has used or tried to use them or has changed for any reason whatsoever, you must tell us without delay by calling us:
- You must take all necessary precautions to keep safe and prevent any fraudulent or unauthorized use of your Security Details while accessing your Account and/or your Statement on the Website or Mobile Application.
- You agree that the precautions requested under this Section include, but are not limited to, all of the following:
 - Never writing down or otherwise recording your Security Details in a way that can be understood by someone else;
 - Not choosing Security Details that may be easy to guess by someone else;
 - Taking care to ensure that no one hears or sees your Security Details when you use them;
 - Keeping your Security Details safe, secret, and unique;
 - Not allowing anyone else to have or use your Security Details and not disclosing them to anyone, except when registering for or resetting your Security Details or if required to be disclosed by any law;
 - Keeping information about your Points containing personal details (such as statements) safe and disposing of them safely and securely;
 - Changing your Security Details on a regular basis;
 - Changing your Security Details immediately and informing us as soon as possible, if you know or suspect that someone else knows any of those Security Details, or if we ask you to;
 - Never accessing the Statement from a link in an e-mail, sms, or other electronic communication unless sent to you by us;
 - Never accessing your Account from any publicly available device, without first making sure that no one else will be able to observe, copy, save, or otherwise obtain your Security Details, or access the Account by pretending to be you;
 - Never recording any Security Details on any software which retains information automatically;
 - Once you have logged on to or accessed the Account, not leaving the device from which you have accessed the Account or

let anyone else use that device until you have logged off following the required procedures; and

- Following all security measures recommended by us and/or the manufacturer of the device you use to access the Account.
- In case the Members Credit Card is lost or stolen, points earned on the Credit Card can be transferred to the replacement Card within at least 10 working days from the date of notifying Boubyan bank.
- If any Security Details are lost or stolen, or you suspect that someone else has used or tried to use them, you must tell us without delay by calling us:

10. Modifications and Changes

- The accumulation of Points and each Boubyan Rewards Program is subject to related Program Rules. You are responsible for reading the Program Rules, newsletters, and Boubyan Rewards Account Statements in order to understand your rights, responsibilities, and status in the Boubyan Rewards Program, as well as the structure for earning Boubyan Points. We have the sole discretion to interpret and apply the rules, and all questions or disputes regarding these rules will be resolved by us in our sole discretion.
- The Boubyan Rewards structure and the Boubyan Rewards Program is subject to modification, cancellation, variation, termination or limitation of any benefits or features thereof or to withdraw or change the membership criteria and/or change the value or validity of the Boubyan Rewards Program at any time, at our sole discretion, without any prior notice to you or liability on our part. The number of Points required to redeem any Boubyan Rewards Point Redemption may be substantially increased or decreased, any Boubyan Rewards Point Redemption may be withdrawn, and restrictions on any Boubyan Rewards Point Redemption may be imposed at any time.
- We and our Partners offering the Boubyan Rewards have the right to change, limit, modify or cancel the Boubyan Rewards Program terms and conditions, Boubyan Rewards and Boubyan Rewards levels at any time, without any prior notice to you, even though such changes may affect the value of Points, or the ability to obtain certain Boubyan Rewards Point Redemptions. We and our Partners offering the Boubyan Rewards may, among other things: a) increase or decrease the number of Points received for a stay or required for a redemption; b) withdraw, limit, modify or cancel any redemption; c) add

blackout dates, limit rooms available for any Boubyan Rewards Point Redemption at any participating hotel or otherwise restrict the continued availability of Boubyan Rewards Point Redemption ; d) change program benefits, travel Partners, locations served by us or our Partners, conditions of participation, rules for earning, redeeming, retaining or forfeiting Point, or rules governing the use of Boubyan Points; e) change or cancel a Boubyan Rewards Redemption . In accumulating Points, you may not rely upon the continued availability of any Boubyan Rewards Point Redemption or Boubyan Rewards Redemption level or category.

11. Term and Termination

- Boubyan has the right to terminate the Boubyan Rewards Program without any written notice to you and without any reason whatsoever. The Boubyan Rewards Program will be terminated (a) in the event of a breach by you of these Terms and Conditions or of any applicable provisions in any policy incorporated by reference herein, or (b) in the event of failure on your part to pay for any outstanding/dues within the prescribed time set by us or for any other reason whatsoever, we reserve the right, at its discretion, to:
 - Terminate your membership and close your Boubyan Rewards Account;
 - Refuse to award Points;
 - Withdraw the Boubyan Rewards Redemption: and/or
 - Refuse to redeem the Redemption (s).
- Such suspension and disqualification of your Boubyan Bank Points Account may result, at our sole discretion, in the forfeiture of all of your Points.
- The membership in the Boubyan Rewards Program will terminate automatically upon death, insolvency, unsatisfactory conduct on the Account (which is determined in our sole discretion). In that event, the right to earn Points and redeem Boubyan Rewards is automatically forfeited.

12. Fraud and Abuse

- In the case of fraud or abuse involving the Boubyan Rewards Program, Point credit, miles credit, reward use and other services and products as described by us from time to time, we reserve the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of any redemption and/or termination of Boubyan Rewards Program Membership, and all Points earned through the Boubyan Rewards Program may be forfeited and any relevant Membership Account(s) closed.

13. Release

- The Bank may, at any time, at its sole and absolute discretion, without any notice or reason whatsoever, remove, vary, supplement, amend or modify any one or more of the Terms and Conditions applicable to the Program.
- The Bank may, at any time, in its sole and absolute discretion, without any notice or reason whatsoever change the Program.
- The Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of Points shall be final, conclusive and binding on the Customer.
- The Customer irrevocably and unconditionally agrees and expressly consents that the Bank may at its sole discretion and for any purpose (including for the purpose of Boubyan Rewards Program) share any information, details, or data relating to the customer and or the accounts of the customers and or the Customers transactions with the Bank or its affiliates or any other third party of any territory as permitted by local laws and regulations. The consent given by the Customer will continue in effect unless and until the Customer withdraws the consent by notice in writing to the Bank. Withdrawal of consent may result in certain services no longer being available to the Customer.
- The Bank may, at any time, in its sole and absolute discretion, without any notice or reason whatsoever cancel, suspend, change or substitute the Points or the basis of computation of Points or the Terms and Conditions of the Program.

- If, at any time, the Bank suspects any Customer (or any additional cardholders associated with the Customer's account) misconduct, abuse or any fraudulent activity in relation to the Program, the Bank may at its sole and absolute discretion, without any notice or reason whatsoever, suspend or terminate the provision of Points of such Customer with immediate effect. In such case, the Bank may, in its sole and absolute discretion, cancel any Points that have already been earned and suspend or cancel the participation of such Customer in the Program.
- For defaulting Customers, the Program will be suspended; and such Customers will not be able to have access to the Boubyan Rewards Program website, nor accrue or redeem any Points until such time their account has been regularized.
- Any transaction recorded on the Boubyan Rewards Program website or Mobile Application cannot be used as and will not replace the official records issued by the Bank.
- The transactions recorded on the Boubyan Rewards Program website or mobile application is conclusive evidence in respect to the number of Points credited to the Customer. The Customer can check and redeem Points on the Boubyan Rewards Program website or Mobile Application which is used solely for the purpose of displaying the Points earned on qualifying transactions and redeeming Points.
- The Program supplements, but does not in any way whatsoever amend the credit card agreement between the Bank and the Customer and any other agreements between the Bank and the Customer.
- Governing law and language
 - The Agreement is governed by the laws of Kuwait. You and we submit to the exclusive jurisdiction of the courts of Kuwait.
 - The Terms are in English and all communications we send to you will be in English.

These Terms and Conditions shall be an integral part of the Account Opening Terms and Conditions and the Credit Card Terms and Conditions.