

Terms and Conditions of the Offer “Even More Reasons to Open a Citigold Account”

(“Terms and Conditions”)

Organizer

1. The organizer of the “Even More Reasons to Open a Citigold Account” offer (“**Offer**”) is Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, ul. Senatorska 16, 00-923 Warsaw, entered in the Register of Entrepreneurs of the National Court Register maintained by the District Court for the Capital City of Warsaw in Warsaw, 12th Commercial Division of the National Court Register, under no KRS 0000001538; NIP 526-030-02-91; with fully paid-up share capital amounting to PLN 522,638,400 (“**Bank**”), electronic correspondence address: listybh@citi.com.

Term of the Offer

2. The Offer shall be valid from 08/07/2020 to 30/09/2020 (“**Term of the Offer**”).
3. The Offer shall be valid in the territory of the Republic of Poland, as part of a campaign run online on www.citigold.pl, by telephone and by text messages in all branches of Citi Handlowy and Citigold.
4. The Offer is available to 250 Participants. A Client will be informed that he or she cannot use the Offer if the specified limit of the Users has been exceeded.

Conditions of the Offer

5. The Offer shall be addressed to individuals with full capacity to perform legal transactions who are consumers within the meaning of Article 22 of the Civil Code (“**Participants**”), and who meet all of the following conditions:
 - a) in the Term of the Offer, they will conclude a Deposit Product Agreement (“**Deposit Agreement**”) with the Bank on the basis of which they will open a Citigold or Citigold Private Client Personal Account (“**Account**”),
 - b) in the Term of the Offer within 10 days from opening the Account they will sign these Terms and Conditions,
 - c) they will log in to Citibank Online using the Citi Mobile application at least once (1) not later than by the end of the third calendar month following the month in which the Deposit Agreement was signed,
 - d) until the last day of the 3rd calendar month after the Account is opened in each of the 2 subsequent calendar months they must maintain on the accounts offered by the Bank the monthly average balance of funds not lower than PLN 400,000 for a Citigold account and PLN 4,000,000 for a Citigold Private Client account.
6. The monthly average balance mentioned in Clause 5d shall be calculated on the basis of the sum of funds on all the accounts of the Participant for individual clients that are maintained by the Bank for which the Participant is the main holder, subject to Clause 7 below.

7. When calculating the balance referred to in Clause 5d, any funds originating from the accounts maintained by the Bank for individual clients other than the Participant or from the accounts for which the Participant is the second or a subsequent co-holder and any funds from the business accounts of the Participant will not be considered.
8. The Offer shall not be available to:
 - ✓ persons who after 01 January 2018 held (individually or as a co-holder) a personal account or a savings account at the Bank, or acted as representatives to a personal account or a savings account,
 - ✓ natural persons running a sole-proprietor business who already have a Bank Account for business with the Bank on the first day of the Term of the Offer,
 - ✓ employees of the Bank or of the subsidiaries of the Bank,
 - ✓ individuals cooperating with the Bank under civil law agreements,
 - ✓ employees of Citibank Europe plc (public company) Polish Branch,
 - ✓ members of the Bank's authorities,
 - ✓ individuals directly involved in preparing the Offer - employees of any of the agencies or companies cooperating with the Bank on the Offer, as well as their parents, siblings or spouses,
 - ✓ individuals with a foreign exchange status as a non-resident pursuant to the Act of 27 July 2002 - Foreign Exchange Law,
 - ✓ citizens or residents for tax purposes of the United States of America, i.e. individuals with their permanent residence address in the territory of the United States of America or holding a "work permit" in the United States of America (the so-called Green Card), or meeting the substantial presence test in the territory of the United States of America, which substantially verifies the length of stay in the territory of the United States of America in the last 3 years.

Rewards

9. Each Participant who has fulfilled all the conditions specified in Clause 5 above will receive:
 - ✓ if a Citigold account was opened - a cash reward of PLN 1,000 ("**Citigold Reward**"),
 - ✓ if a Citigold Private Client account was opened - a cash reward of PLN 4,000 ("**Citigold Private Client Reward**").
10. The Citigold Reward and Citigold Private Client Reward will be recorded in the Participant's Account at the latest by the end of the calendar month following the month in which the Participant fulfilled the conditions of the Offer set out in Clause 5 above.
11. Each Participant who has fulfilled the conditions specified in Clause 5 above and:
 - a) not later than by the 3rd calendar month after the Account was opened will sign an Agreement for a Bank Account for business ("**Account**"),
 - or
 - b) not later than by the 3rd calendar month after the Account was opened, in each of the 3 consecutive calendar months, will transfer their remuneration, on a regular basis, to the account opened under the Deposit Agreement,
will receive an additional reward ("**Additional Reward**"):
 - ✓ in the case of a Citigold account - a cash reward of PLN 500 gross,
 - ✓ if a Citigold Private Client account was opened - a cash reward of PLN 1,000 gross.
12. An account referred to in Clause 11a may be opened by a natural person running a sole-proprietor business who has filled in and sent to the Bank the form available on <https://www.online.citibank.pl/formularz/firmy-wniosek-internetowy/> or has filled in a dedicated form at a Branch of the Bank.
13. The inflows of remuneration referred to in Clause 11b must be made to an account opened under the Deposit Agreement in connection with the Offer.
14. The Additional Reward will be recorded in the Participant's Account at the latest by the end of the calendar month following the month in which the Participant fulfilled the conditions of the Offer set out in Clause 11 above.
15. Participants will be informed by the Bank, i.e. by a Citigold Relationship Manager or Citigold Private Client Manager or by telephone by an employee of the Bank, that they meet the conditions to receive a Citigold Reward or Citigold Private Client Reward within 30 days after the date a Participant met the conditions specified in Clause 5.

16. Participants will be informed by the Bank, i.e. by a Citigold Relationship Manager or Citigold Private Client Manager or by telephone by an employee of the Bank, that they meet the conditions to receive an Additional Award within 30 days after the date a Participant met the conditions specified in Clause 11.
17. Rewards will only be paid in the form specified in these Terms and Conditions.
18. The rewards will only be paid out if on the payment date the Account is not closed or the Deposit Agreement is not in the notice period.
19. The submission by a Client of an instruction to change the type of the Account or an instruction to close the Account before the Rewards are paid out will represent the Client's resignation from participation in the Offer.

Tax

20. The Citigold Reward and the Additional Reward for the Citigold client shall be exempted from a tax under Article 21.1.68 of the Act of 26 July 1991 on Personal Income Tax.
21. In addition, to the Citigold Private Client Reward and the Additional Reward for Citigold Private Client, the Bank shall endow an additional cash reward of a value corresponding to the amount of an income tax due on the total value of the awarded Rewards.

Complaint procedure

22. The Bank receives complaints and claims from Clients:
 - a) in writing - if they are submitted in person at a Branch of the Bank during its opening hours or sent to: CitiHandlowy, Complaint and Customers' Enquiries Service Unit (Biuro Obsługi Reklamacji i Zapytań Klientów), ul. Golezowska 6, 01-249 Warsaw, with a note "Re: Even More Reasons to Open a Citigold Account";
 - b) orally - by telephone or in person for the record during the Client's visit to a Branch of the Bank;
 - c) electronically - to the Bank's e-mail address, via Citibank Online after logging in the "Contact" tab and on the website www.citibank.pl, using the complaint form.
23. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
24. Upon a Client's request, the Bank shall confirm that it has received a complaint or claim. Such confirmation shall be made in writing or otherwise as agreed with the Client.
25. A Client may file a complaint or claim by a representative authorized under a power of attorney granted in writing and attested by a notary public or granted under a notarial deed or granted by the Client at a Branch of the Bank in writing in the presence of the Bank's employee.
26. The Bank's proceedings to accurately handle a complaint or claim shall be expedited if the Client files such complaint or claim promptly after formulating the reservations unless such circumstance has no impact on how the complaint or claim is to be proceeded.
27. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.
28. In order to effectively and swiftly handle a complaint or claim, it will be advisable to include in the complaint: first and last name of the Client, their PESEL number or ID document number, a description of the event in question, an indication of the subject irregularity, the name of the employee who served the Client (or circumstances enabling their identification), and in case of a loss - an explicit determination of the Client's claim with respect to the irregularities that occurred.
29. The outcome of the complaint or claim handling proceedings will be notified to the Client without delay, provided, however, that not later than within 30 days of receipt of the complaint by the Bank. For complaints relating to payment services provided by the Bank, with effect from 15 November 2018 the Bank replies to complaints within 15 business days after such a complaint is received.

30. In especially complex cases, which make it impossible to handle a complaint or claim and to provide a reply within the time limits set out in Clause 26 above, the Bank, in the information provided to the Client, will:
- explain the reason behind such delay;
 - specify the circumstances to be found for the purpose of handling the complaint;
 - determine the expected complaint or claim handling and reply date, which, however, must not be longer than 60 days of the date of receipt of the complaint or claim not related to payment services provided by the Bank or, starting on 15 November 2018, 35 business days of the date of receipt of the complaint for complaints related to payment services provided by the Bank.
31. To meet the time limits set out in Clauses 29 and 30c above, the Bank needs to send a reply before their expiry.
32. In the case of a complaint not related to payment services provided by the Bank, the Bank may reply to a submitted complaint or claim:
- in writing to the Client's correspondence address provided in the Agreement;
 - using any other durable medium, i.e. a text message to the telephone number provided by the Client;
 - by e-mail, upon the Client's request, to the provided e-mail address of the Client.
33. In the case of a complaint related to payment services provided by the Bank, the Bank shall reply to a submitted complaint or claim in paper format or, after such form is agreed with the Client, on any other durable medium.
34. The activities of the Bank are supervised, in particular, by the Polish Financial Supervision Authority (KNF) and the President of the Personal Data Protection Office. The supervision authority competent for consumer protection matters is the President of the Office of Competition and Consumer Protection (UOKiK).
35. The Bank informs the Participant that they may opt for out-of-court procedures to settle disputes:
- before the Banking Arbitrator at the Polish Bank Association, in accordance with the Consumer Arbitration in Banking Rules, which are available as at the Offer signing date on the following website: <https://zbp.pl/dla-klientow/arbitrer-bankowy>, where the amount in dispute does not exceed PLN 12,000, based on a written or electronic application of the Participant with one of the following enclosures: a document confirming that the claim proceeding at the Bank has been closed or the Participant's statement that they have not received any reply to their claim from the Bank within 30 days of its submission;
 - before the Financial Ombudsman, on the terms specified in the Act of 5 August 2015 on Examining Complaints by Entities of the Financial Market and on the Financial Ombudsman, based on a Participant's application submitted upon rejection of Participant's claims by the Bank. The Financial Ombudsman website: <http://rf.gov.pl/>;
 - before the arbitration court operating at the Polish Financial Supervision Authority, in accordance with its rules. For detailed information about the arbitration court go to: https://www.knf.gov.pl/dla_konsumenta/sad_polubowny.

Before deciding on submitting a dispute to arbitration the Participant should read the rules of that court and the schedule of fees.

Final provisions

36. The Participant may withdraw from participating in the Offer at any time.
37. The Bank states that the participation in the Offer does not exclude the Participant's right to withdraw from the concluded Deposit Agreement, which right results from the applicable laws. The withdrawal from the Deposit Agreement shall be tantamount to the withdrawal from the participation in the Offer and the loss of the right to the Reward.
38. In any matters that are not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions and the Bank Account Agreement for business - General Terms and Conditions of Cooperation with Business Clients apply. Any capitalized terms that are not defined in these Terms and Conditions have their meanings as defined in the Bank Account Terms and Conditions.
39. These Terms and Conditions of the Offer shall come into effect on 08 July 2020.

40. This Offer shall not be accumulated with any other promotions, competitions or special offers arranged by the Bank for individual clients.

41. The Offer may be repeated in the future.

42. A Participant is entitled to receive either one Citigold Reward or one Citigold Private Client Reward and one Additional Reward.

43. These Terms and Conditions are available on the Bank's website www.citibankonline.pl.

I declare that I have read and accept the Terms and Conditions of the Offer Even More Reasons to Open a Citigold Account.

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Date and signature of the Participant

This material is provided for reference only and is a translation of the Polish document. To sign up for the offer, you need to sign the Polish version of the Terms and Conditions.

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