

## CORNERCARD CASHBACK PROGRAM TERMS AND CONDITIONS (hereinafter also referred to as the “Terms and Conditions”)

### 1. Subject (general description of the Program)

1.1 With the Cornercard Cashback Program (hereinafter also referred to as the “Program”), the cardholder who is authorized to participate in the Program (see sections 2.1 and 2.2 below) and who has not requested to withdraw from it (hereinafter also referred to as the “Participating Cardholder”) may receive and accumulate a percentage of cashback on debits (transactions) made using her/his Visa and/or Mastercard® credit card(s) admitted to the Program (see section 2 below). The amount of cashback accumulated may only be redeemed on the platform/app provided (redeeming cashback will not be automatic) and only once a certain amount has been reached. All of this is performed in accordance with these Terms and Conditions.

1.2 These Terms and Conditions are valid in addition to and supplementing any other provisions applicable to the existing contractual relationship between Cornèr Bank Ltd., Cornercard, and the credit card holder, in particular the *General Terms and Conditions for Classic and Gold Visa and Mastercard® Cards from Cornèr Bank Ltd.* and/or other General Terms and Conditions applicable to the individual contractual relationship.

### 2. Participation/withdrawal/termination (of the Program)

2.1 All individuals who own a valid Visa and/or Mastercard personal credit card issued by Cornèr-card with the billing unit in CHF and included in the Program (see list in section of these Terms and Conditions), will take part in the Program automatically and free of charge. No registration is required.

2.2 The following cards are **included in the Program**:

- Cornercard Classic
- Cornercard Gold
- Cornercard Platinum
- Cornercard Zoom
- Cornercard Lady
- Cornercard WWF
- Cornercard Amway
- Cornercard Ferrari Club Switzerland
- Cornercard Ringier (D-CH)/ Ringier (W-CH)
- Cornercard Bank Linth
- Cornercard WinWin
- Cornercard Swisstransplant
- Cornercard Art Collection
- Cornercard Cancellara
- Cornercard HC Lugano Mastercard®
- Cornercard One FM
- Cornercard FCB Mastercard® (BKB)
- Cornercard Sporthilfe Champion card
- Cornercard Energy
- Cornercard Heart for India
- SHAKE Member Card with payment function
- Cornercard OCHSNER SPORT CLUB
- Cornercard Biometric Gold Visa
- Baloise credit card
- Baloise younGo credit card
- BPS (SWITZERLAND) Credit Personal Classic in CHF
- BPS (SWITZERLAND) Credit Personal Gold in CHF

However, the following cards/card types (list is not exhaustive) are **excluded from the Program**: payment cards that allow miles to be collected (such as Miles & More, British Airways, and Iberia credit cards), Globalcard cards (Classic, Gold and Platinum), intermediate payment cards (Intercard, Globalcard, etc.), payment cards with billing units in currencies other than CHF, reloadable and disposable prepaid payment cards, corporate credit cards and prepaid cards (business), principal payment cards that do not charge an annual fee and the corresponding additional cards, Cornercard YB Mastercard® credit and prepaid cards, Cornercard White credit card.

**Any information** concerning which cardholders and what types of cards are excluded/not excluded from the Program may be requested directly from Cornercard.

2.3 Cornercard reserves the right to **extend or restrict** at any time – and without giving any reason – the group of cardholders, and/or the types of card, authorized to participate in the Program.

2.4 The cardholder may **decline participation** in the Program at any time either by writing a letter to Cornèr Banca SA, Cornercard, Via Canova 16, 6901 Lugano or via e-mail to [info@cornercard.ch](mailto:info@cornercard.ch). If the cardholder withdraws from the Program, the amount of cashback accumulated may not be redeemed and/or transferred in any way, but will be directly canceled.

2.5 If the Participating Cardholder and/or Cornercard **terminates the credit card agreement** authorizing participation in the Program, participation in the Program will be automatically terminated. The amount of cashback accumulated may not be redeemed and/or transferred in any way, but will be directly canceled.

### 3. Statement of cashback amount/balance and other information

3.1 For every transaction performed using a credit card authorized in accordance with section 2. above, the Participating Cardholder will be counted a **corresponding percentage of cashback** relating to the transaction in question, as follows:

- **0,5 %** for the **Classic** credit card
- **1 %** for the **Gold** credit card
- **1,5 %** for the **Platinum** credit card

During the Program validity period, there may be time-limited **promotional offers/activities/programs** allowing the amount calculated as cashback to increment/increase. The relevant details of each promotion will be duly communicated.

3.2 The percentage of cashback is **counted to the Participating Cardholder under her/his client number**. As a result, if a cardholder has several credit cards authorized to participate in the Program under a single client number, there will only be one statement of the amount accumulated as cashback for transactions made with such cards. For **“additional cards”**, (formerly referred to as “Agent”) the amount of cashback for transactions performed by the respective Participating Cardholder is counted to the Participating Cardholder of the principal card, with the latter able to independently use such cashback. No cashback amount will be counted to the Participating Cardholder of an additional card.

3.3 For **foreign currency transactions** (not in CHF), the amount to be calculated as cashback is determined on the basis of the amount in CHF currency – net of commission – charged to the billing unit of the Participating Cardholder.

3.4 **However, operations (transaction, payment, etc.) related to the following are excluded from being calculated/credited to the cashback amount:**

- Cash withdrawals
- Sending money/funds both within Switzerland and abroad (including various top-up operations, transactions/payments via TWINT account, etc.)
- Gambling, lottery, casinos, and betting in general
- Charges/taxes
- Interest
- Commissions
- Charge-backs
- Arrears
- Bank transfers
- Illegal transactions
- Scan&Pay transactions
- etc.

Cornercard reserves the right to **expand and change**, at any time and without stating its reasons, the type of operations excluded from being counted in the cashback percentage. Cornercard also reserves the right not to count, respectively to deduct the amount as cashback (or request the refund of an amount already credited) that it believes has been **fraudulently** obtained.

3.5 The **current total balance** of cashback accumulated may be viewed at any time at [icorner.ch](http://icorner.ch), which can be accessed by entering your *username* and *password* or, from January 2020, on the iCornèr App. The details of the amounts calculated for each individual transaction will, however, not be visible. If you do not have access to the [icorner.ch](http://icorner.ch) platform, you can register on the website itself.

Due to the technical time necessary, among other things, for processing transactions and making the related calculations the amount of cashback to be calculated, or the amount accumulated, **will not be updated in real time**. Updates may take up to several days. If a completed **transaction is cancelled/refunded/reversed** (charge-back), the corresponding amount of cashback already counted will be deducted.

Access to the [icorner.ch](http://icorner.ch) platform/Cornercard app is gained via the **Internet and incurs the risks associated with Internet use**. Cornercard is not able to guarantee that access to the platform/Cornercard app and redeeming the cashback amount will be possible at any time and without interruption. The Participating Cardholder is obliged to fully protect herself/himself against the security risks associated with using the Internet, the [icorner.ch](http://icorner.ch) platform/ iCornèr App (including links), and passwords. Cornercard does not assume any liability in this respect.

3.6 If the Participating Cardholder fails to make a **written complaint** via [info@cornercard.ch](mailto:info@cornercard.ch) within 30 (thirty) days of receipt of the account statement, the cashback amount balance shall be deemed to have been accepted.

Cornercard reserves the right at any time to make the relevant **rectifications/corrections** to the cashback balance amount in the event that calculating errors and/or any other reasons justifying such action are discovered.

3.7 The amount of cashback calculated is **valid for 1 (one) year** from the date on which the eligible transaction was entered into the accounts on the billing unit of the Participating Cardholder. If the latter does not redeem the accumulated amount within this period, it will automatically and definitively expire. Examples: (i) for a transaction booked on 01.04.2020, the corresponding amount counted as cashback will be cancelled on 31.03.2021; (ii) for a transaction booked on 30.04.2020 the relevant amount will also be cancelled on 31.03.2021). If the latter does not collect the amount accrued as cashback by the end of this period, **the latter does not collect the amount accumulated as cashback within this period, the same will be automatically and definitively cancelled, without any compensation.**

3.8 The amount of cashback **may not be transferred** to third parties at any time. The amount of cashback accumulated will be canceled and the (Participating) Cardholder will have no rights in the event that the contractual relationship between Corner Bank Ltd. and the (Participating) Cardholder is **terminated**, regardless of who terminated the contract. If the credit card is **lost, replaced, canceled, or stolen**, the amount of cashback accumulated will not be lost and/or canceled, provided that the Participating Cardholder requests a new card authorized to participate in the Program and thereby continues the corresponding contractual relationship with Cornèrcard.

3.9 In the event of **force majeure, technical problems, or other justified reasons**, Cornèrcard may temporarily suspend or even definitively discontinue the calculation of the cashback amount. Any subsequent credit and/or cash payments are excluded, as are any claims related to the Program.

#### 4. Redeeming cashback accumulated/conditions

4.1 The Participating Cardholder may only **redeem/be credited with the amount of cashback accumulated** by accessing the icornèr.ch platform or, alternatively via the iCornèr App (following the instructions contained therein) and only once the minimum accumulated cashback threshold of CHF 25.00 has been reached. **Cornèrcard will not automatically redeem/credit cashback amounts.**

4.2 When the cashback amount is redeemed (see section 4.1), it will be determined and credited to **two decimal places and**, where appropriate, **rounded off** to CHF 0.05 (examples: if the accumulated cashback amount is (i) CHF 66.8453, (ii) CHF 62.13, or (iii) CHF 62.12, the amounts credited following the corresponding redemption requests will be (i) CHF 66.85, (ii) CHF 62.15, and (iii) CHF 62.10).

4.3 After the Participating Cardholder has requested a redemption, the cashback amount will be credited **within 7 (seven) days** to a credit card (not excluded from the Program) registered under her/his client number. The Participating Cardholder will then be able to use the cashback in question. It is not possible to have the cashback amount transferred/paid to other accounts (in the name of the Participating Cardholder or third parties), or to request delivery/payment in cash or compensation of the cashback amount.

4.4 Following a redemption request, the credit will be made for the **total amount of cashback** accumulated and calculated up to that time. It is therefore not possible to redeem only part of it. After the Participating Cardholder has applied for the cashback amount to be redeemed, the balance status on the icornèr.ch platform/Cornèrcard app will be updated within 24 hours.

4.5 From the moment that the Participating Cardholder and/or Cornèrcard **cancels the card authorizing participation in the Program and/or terminates the relevant existing contract**, the Participating Cardholder is not entitled to redeem/be credited, in any manner whatsoever, the cashback amount accumulated. The cashback amount accumulated will be canceled and the Participating Cardholder is not entitled to any rights.

4.6 The provisions of this section 4. (including, e.g., the minimum cashback threshold to be reached in order to be able to request a cashback refund) may be **changed at any time** by Cornèrcard.

#### 5. Donation of the amount accumulated as cashback

When redeeming the amount accumulated as cashback via the iCornèr App, the Participating Cardholder may be given the possibility to donate the said amount to Organisations/Institutions of public utility or with a public purpose, partner of Cornèrcard, based in Switzerland (hereinafter referred to as "Institutions of public utility"). The list of Institutions of public utility to which the cashback amount accumulated can be donated is constantly updated on the iCornèr App, in the screen dedicated to the redemption of the cashback amount. Changes to the Institutions of public utility are not actively reported. The donation will be made for the total amount of cashback accumulated. As a result, it is not possible to donate only a part of the aforementioned amount. Once the will to donate the cashback amount to the chosen Institution of public utility is confirmed, the donation cannot be reversed.

5.2 The cashback amount allocated to the donation will be initially credited to the Participating Cardholder on a credit card (not excluded from the Program) registered under her/his client number. Cornèrcard will subsequently and automatically debit the same amount, so that it can be transferred to the Participating Cardholder's chosen Institution of public utility. There may be a gap of several days between the crediting and debiting operations. As such, the two transactions may appear on two different monthly statements. In all other respects, the provisions of section 4 – subject to the modifications and adjustments established in the present section – will apply.

5.3 In case of donation of the cashback amount, Cornèrcard will pass on the Participating Cardholder's data, such as their first name, last name, address, contact details (e-mail and/or telephone number), and the amount donated, to the chosen Institution of public utility, so that the latter can contact the Participating Cardholder if necessary (ev. also for marketing and advertising purposes) and send him/her - if applicable and among other things - the donation certificate for tax purposes. With regard to the processing of the Participating Cardholder's data by the Institutions of public utility, reference is made to the respective links that are contained and available in the iCornèr App (under "Information on the processing of data in case of donation") which refer to the data protection provisions of the individual Institutions

of public utility. Cornèrcard assumes no responsibility, nor does it provide any guarantee, with regard to the issuance and accuracy of any donation certificates for tax purposes. This obligation - if applicable - is the sole responsibility of the Institution of public utility. Where appropriate, the Participating Cardholder will contact the Institution of public utility directly.

#### 6. Data collection and processing/collaboration with third parties/deletion

6.1 Cornèrcard may **commission third parties based in Switzerland and/or abroad** to carry out all or part of the Program. To this end, Cornèrcard provides these third parties with all the data necessary in order to carry out the tasks assigned (e.g. transaction data to allow the cashback amount to be counted and client number). As a result, data may also be transferred abroad. Third parties must undertake to keep the data secret and to ensure adequate data protection. If the third party uses additional agents, it must ensure that the aforementioned obligations are both transferred to and fulfilled by such agents. The Participating Cardholder is aware of these data processing methods and acknowledges that data transmitted abroad may not be subject to the same protections offered by Swiss law and, in not withdrawing from the Program, authorizes Cornèrcard to implement these data processing methods.

6.2 If the **promotional offers/activities/programs** (see section 3.1 above) are to be performed in collaboration with third-party partners (e.g. a particular vendor), the Participating Cardholder acknowledges that under no circumstances Cornèrcard will pass on to such partners or third parties the individual data of the Participating Cardholder collected in connection with the Program (Participating Cardholder and card data), individual transaction data (data relating to details of purchases and cash withdrawals), or personalized results (individual profiles, consumption, or preferences of the Participating Cardholder). With respect to data processing as a result of any donations of the amount accumulated as cashback, the provisions of section 5, above, remain expressly and unconditionally reserved, and should be referred for further details.

6.3 Data relating to the Program will be **deleted** following the communicated withdrawal of participation in the Program and in the event of cancellation and termination of the Program, in accordance with the law. Further information on data protection and the law on data protection can be found at [corner.ch/en/disclaimer/personal-data](http://corner.ch/en/disclaimer/personal-data).

#### 7. Concluding provisions/miscellaneous

7.1 Cornèrcard reserves the right to **change**, at any time, the content and provisions of these Terms and Conditions and of the Program in general, and to permanently discontinue the Program, without giving any reason. To the extent possible, the Participating Cardholder will be informed via the appropriate channels of any changes to or the termination of the Program.

7.2 In the event of **unlawful use** of the credit card or violation of any of these provisions and/or for other justified reasons (e.g. incorrect statements), Cornèrcard will not count any amount of cashback, respectively will deduct the relevant amount of cashback already counted (or may request the refund of any amounts already credited) and, if applicable, may also exclude the cardholder from participating in the Program. In this case, any amount of cashback accumulated will be directly canceled and the Participating Cardholder will have no rights.

7.3 If a Participating Cardholder suffers any **damage** as a result of participation in, changes to, or termination of the Program, such damage will be at the Participating Cardholder's own risk and the Participating Cardholder will be solely responsible for such damage. Cornèrcard does not assume any liability.

7.4 Announcements, information, descriptions, and specifications regarding the Program, including images, communications, etc., may be incorrect. The Participating Cardholder undertakes to carefully consult and verify the information (by contacting Cornèrcard, if necessary). **Cornèrcard accepts no liability for damage** arising as a consequence of the information provided not being accurate, complete, up to date, etc. This also applies to all information contained in links.

7.5 The Participating Cardholder of a principal card is required to **inform** the holder of an additional card with an "Agent" of these Terms and Conditions.

7.6 **Further information and promotional offers relating to the Program** will be brought to the attention of the Participating Cardholder via the appropriate means, for example through the Cornèrcard website and, in general, via Cornèrcard channels (by post, e-mail, and SMS). In not withdrawing participation in the Program, the Participating Cardholder authorizes Cornèrcard to send such information. However, the Participating Cardholder may revoke at any time the authorization to be sent such information by submitting a written request to Cornèrcard.

7.7 For the **applicable law and jurisdiction**, please refer to the contractual relationship between Cornèrcard and the cardholder, or to the provisions of the applicable General Terms and Conditions.

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