

Terms and Conditions of the Offer “Deposit for new funds at Citi Handlowy” (“Terms and Conditions”)

Organizer

1. The Offer “Deposit for new funds at Citi Handlowy” (“Offer”) is prepared by Bank Handlowy w Warszawie S.A., with its registered office in Warsaw at 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 and conditions of the Offer

2. The Offer is valid from 18 October 2022 to 18 December 2022 (“Term of the Offer”) or until reaching 1,000 Participants who are the first to accept the Offer by signing the Terms and Conditions and submitting them at the Bank’s Branch (“Acceptance 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.citibank.pl, by telephone and in all the Bank’s branches.
4. The Offer shall be addressed to individuals with full capacity to perform legal transactions who are consumers within the meaning of Article 22(1) of the Civil Code (“Participants”), and who hold a Personal Account with the Bank on the day of accepting the Offer.

Awards

5. The Participant who opens a term deposit by depositing New Funds referred to in item 9 below may open a term deposit in one of the following variants:
 - a. “PLN Deposit”:
 - deposit interest rate: 7% p.a.,
 - the term of the deposit: 6 months,
 - maximum deposit amount: PLN 2,000,000,
 - minimum deposit amount: PLN 5,000,
 - currency: PLN,
 - b. “USD Deposit”:
 - deposit interest rate: 3% p.a.,
 - the term of the deposit: 6 months,
 - maximum deposit amount: USD 2,000,000,
 - minimum deposit amount: USD 5,000,
 - currency: USD,
 - c. “GBP Deposit”:
 - deposit interest rate: 3% p.a.,
 - the term of the deposit: 6 months,
 - maximum deposit amount: GBP 2,000,000,
 - minimum deposit amount: GBP 5,000,
 - currency: GBP.
6. PLN Deposit, USD Deposit and GBP Deposit shall be hereinafter referred to as a “Deposit(s)”.
7. The Participant may open only one Deposit under the Offer.
8. Only New Funds can be deposited on the Deposit.
9. “New Funds” are understood as a surplus of the Participant’s funds between the day preceding the day on which the Participant opens a Deposit referred to in item 5 and 30 September 2022.
10. As regards Participants who did not have a Personal Account with the Bank as at 30 September 2022, the value of their funds as at 30 September 2022 is deemed to have been PLN 0.
11. The funds referred to in item 9 include funds in all the accounts of the Participant maintained by the Bank for individual clients for which the Participant is the Holder or the first Joint Holder, in the event that the Participant concluded a Joint Deposit Product Agreement together with other Joint Holders.
12. The funds coming from the following sources are excluded when calculating New Funds referred to in item 9:
 - a. accounts maintained by the Bank for individual clients other than the Participants and accounts for which the Participant is the second or the subsequent Joint Holder,
 - b. accounts maintained by the Bank for corporate clients,
 - c. transactions in the repurchase of Mutual Fund Participation Titles from the register(s) assigned to the Bank,
 - d. an Investment Account maintained for the Participant by the Brokerage Department of Bank Handlowy.
13. A Participant having a CitiKonto or Citi Priority Personal Account may open a Deposit only at the Bank’s Branch. A Participant having a Citigold or Citigold Private Client Personal Account may open a Deposit either at the Bank’s Branch or via the CitiPhone Telephone Banking Service.

14. Under the Offer, a Deposit can be opened via the CitiPhone Telephone Banking Service on business days, from 2 p.m. to 6 p.m.
15. After the end of the Deposit term, the principal and interest will be transferred to the Personal Account from which the Deposit was opened.
16. The instruction to open a Deposit may be submitted within the Offer Term.
17. If the Deposit is terminated before its maturity:
 - the interest will not be calculated,
 - the Participant will not be able to open another Deposit under the Offer.
18. The Deposits are non-renewable.

Tax

19. Interest on the Deposit is subject to personal income tax. The Bank acting as the tax payer is obliged to calculate, charge and pay the flat-rate personal income tax according to the general rules specified in the legal provisions.

Complaint procedure

20. The Bank receives complaints and claims from Clients:
 - a) in writing - when submitted in person at a Branch of the Bank during the Branch's business hours, or sent to the following address: Bank Handlowy w Warszawie S.A., Biuro Obsługi Reklamacji i Zapytań Klientów (Complaint and Customers' Enquiries Service Unit), ul. Goleszowska 6, 01-260 Warsaw, with a note "Re: Deposit for new funds at Citi Handlowy",
 - b) orally - by telephone or in person for the record during the Client's visit at the Bank's Branch,
 - c) electronically - to the Bank's email address, via Citibank Online after logging in the "Contact Us" tab and to the Bank's email address listybh@citi.com.

Current contact details for submitting complaints and claims are available on the Bank's website (www.online.citibank.pl).

21. The Bank hereby informs you that:
 - a) 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,
 - b) the Client has the right to ask for help the Financial Ombudsman;
 - c) the supervision authority competent for consumer protection matters is the President of the Office of Competition and Consumer Protection (UOKiK).
22. 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.
23. The Client may file a complaint or claim by a representative authorized under a power of attorney granted in writing and with signature authenticated by a notary public or granted under a notarial deed, or granted by the Client at the Bank's Branch in writing in the presence of the Bank's employee.
24. 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.
25. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.
26. In order to effectively and swiftly handle a complaint or claim, it will be advisable to include in the complaint/claim: first name and last name of the Client, 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, a signature in accordance with the signature specimen submitted at the Bank.
27. 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 calendar days of receipt of the complaint by the Bank. For complaints regarding the rights and obligations under the Act on Payment Services of 19 August 2011, the Bank replies to them within 15 business days after such a complaint is received.
28. 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 27 above, the Bank, in the information provided to the Client, will:
 - a) explain the reason behind such delay,
 - b) specify the circumstances to be found for the purpose of handling the complaint;
 - c) determine the expected complaint or claim handling and reply date, which, however, must not be longer than 60 calendar days of the date of receipt of the complaint or claim not related to payment services provided by the Bank or 35 business days of the date of receipt of the complaint for complaints related to services provided by the Bank under the Act on Payment Services of 19 August 2011.
29. To meet the time limits set out in Clauses 27 and 28(c) above, the Bank needs to send a reply before their expiry, and for replies to complaints regarding the rights and obligations under the Act on Payment Services of 19 August 2011 made in writing - the Bank needs to send a reply at a post office of the designated operator within the meaning of Article 3(13) of the Act of 23 November 2012 - Postal Service Law (Journal of Laws of 2017, item 1481 and of 2018 items 106, 138 and 650).
30. For complaints not regarding the rights and obligations under the Act on Payment Services of 19 August 2011, the Bank may reply to such a complaint or claim:
 - a) in writing to the Client's current correspondence address provided in the Agreement,
 - b) by email, at the Client's request, to the Client's Primary Email Address provided to the Bank,
 - c) via Citibank Online - as a cc of a message sent concurrently as provided for in a) or b).
31. For complaints regarding the rights and obligations under the Act on Payment Services of 19 August 2011, the Bank shall reply to claims and complaints in writing or, after such form is agreed with the Client, by email, to the Client's Primary Email Address provided to the Bank.
32. If claims related to a complaint are not accepted, a Client has the possibility of appealing against the Bank's position presented in the reply to the Customer Service Team at Bank Handlowy w Warszawie S.A. to the address:

Bank Handlowy w Warszawie S.A.
Zespół ds. Współpracy z Klientami (Customer Service Team)
ul. Goleszowska 6
01-260 Warszawa

and submitting a request for consideration of the matter to the Financial Ombudsman. The Bank shall inform the Participant that they may opt for out-of-court procedures to settle disputes.

33. Any possible disputes between the Client and the Bank can be settled:
- at the Client's request, by a Banking Arbitrator at the Polish Bank Association, in accordance with the Consumer Banking Arbitration Rules available as at the Offer signing date on the following website (website: <https://zbp.pl/dla-klientow/arbiter-bankowy>),
 - at Individual Client's or a natural person's being an entrepreneur request, by the Financial Ombudsman in accordance with the rules stipulated in the Act on dealing with complaints by financial market entities and on the Financial Ombudsman of 5 August 2015 (the Financial Ombudsman's website: <http://rf.gov.pl/>),
 - at the Client's request, by the Arbitration Court at the Polish Financial Supervision Authority, in accordance with the rules of that Arbitration Court (website: https://www.knf.gov.pl/dla_ryнку/sad_polubowny_przy_KNF),
 - by the Polish common court of competent jurisdiction and proper venue.
34. Before deciding on submitting a dispute to arbitration the Participant should read the rules of that court and the schedule of fees.

Final provisions

35. In the case of joint Accounts, only the first Joint Holder, named Client 1 in the Joint Deposit Product Agreement, may participate in the Offer.
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 open a Deposit.
38. In matters not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions shall apply. Any capitalized terms that are not defined in the Terms and Conditions shall have the meaning as ascribed to them in the Bank Account Terms and Conditions and in the Terms and Conditions of providing investment advice by the Brokerage Department of Bank Handlowy and other information related to providing brokerage services.
39. The Terms and Conditions of the Offer enter into force on 18 October 2022.
40. This Offer shall not be accumulated with any other promotions, competitions or special offers arranged by the Bank, with the exception of the offer consisting in recommending the Bank's products.
41. The Offer may be repeated in the future.
42. These Terms and Conditions are available on the Bank's website and at the Branches of the Bank.

I declare that I have read and accept the Terms and Conditions of the Offer "Deposit for new funds at Citi Handlowy".

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Date and signature of the Participant