

Terms and Conditions of the Offer "Package of additional benefits with Citigold" ("Terms and Conditions")

Organizer

1. The organizer of the Offer "Package of additional benefits with Citigold" ("Offer") is 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 000 000 1538; NIP 526-030-02-91; with fully paid-up share capital amounting to PLN 522,638,400 ("Bank"), electronic correspondence address: www.citibankonline.pl/apps/customerservice/contactus/.

Term of the Offer

2. The Offer shall be valid from 05 August 2019 to 31 October 2019 ("Term of the Offer").
3. The Offer shall be valid in the Republic of Poland at all Branches of Citi Handlowy and as part of a campaign run online, by phone and by text messages.
4. The Offer shall be valid until the available pool of 1,000 (say: one thousand) Deposits, 1,000 Lounges and 200 Vouchers is exhausted.
5. If the available pool of Rewards is exhausted, the Client shall be informed prior to accepting the Offer.

Conditions of the Offer

6. The Offer shall be addressed to individuals with full capacity to perform legal transactions who are consumers within the meaning of Article 22¹ of the Civil Code ("Participants"), and who meet all of the following conditions:
 - a) as at July 31, 2019 and on the date they accepted the Offer, they held a Citigold Personal Account with the Bank;
 - b) as at July 31, 2019, the daily balance calculated according to Clause 7 below, in all Participant's accounts with the Bank, amounted to less than PLN 400,000 (say: four hundred thousand zlotys);
 - c) in the Term of the Offer, they will increase their daily balance of funds in accounts with the Bank, calculated according to Clause 7 below, to not less than PLN 400,000 (say: four hundred thousand zlotys).
7. The "daily balance" of funds is calculated in PLN from the total funds in all the accounts of the Offer Participant maintained by the Bank, for which the Participant is the main holder. When calculating the daily balance, any funds originating from the accounts maintained by the Bank for individual clients for which the Participant is the secondary or a subsequent co-holder shall not be considered.
8. The funds taken into account when calculating the daily balance, referred to in Clause 7, may not originate from bank accounts, maintained by the Bank for individual clients, other than the Participant's accounts.
9. The Participant may receive one Reward in each group: Deposits, Lounges, Vouchers.

Rewards

Deposit Reward - Raised interest rate on a deposit for new funds

10. The first 1,000 persons who meet all the conditions specified in Clause 6 above may open one term deposit for New Funds ("Deposit").
11. "New Funds" mean a positive difference between the daily balance in all the accounts of the Offer Participant maintained by the Bank, for which the Participant is the main holder as at the date of opening a Deposit defined in Clause 10, and the Daily Balance as at July 31, 2019.
12. The deposit shall be opened under the following conditions:
 - a) Deposit Currency: PLN
 - b) Interest rate of the Deposit: determined as per Clauses 13 and 14.
 - c) the term of the Deposit: 3 (say: three) months,
 - d) maximum Deposit amount: PLN 100,000 (say: one hundred thousand zlotys),
 - e) minimum Deposit amount: PLN 1,000 (say: one thousand zlotys),
 - f) after the end of the Deposit term, the principal and interest will be transferred to the Personal Account from which the deposit was opened.
13. The Participant who opens a Deposit and maintains, in the term of the Deposit, a daily balance on all accounts offered by the Bank, calculated according to Clause 7, of not less than PLN 400,000 (say: four hundred thousand zlotys), will be granted a promotional interest rate on the Deposit in the amount of 2.5% per annum.
14. If the condition defined in Clause 13 is not met, the Bank will calculate the interest rate on the Deposit in accordance with the Deposit Offer valid as at the date of the Deposit settlement.
15. The Participant may open one Deposit for New Funds.

16. The instruction to open a Deposit may be submitted not later than by November 6, 2019 at a branch of the Bank or during a phone call to the Relationship Manager, who can contact the client under a dedicated campaign of the Bank run by phone or during a phone call to a Citiphone Consultant.
17. Participants will be notified that they meet the conditions for the promotional interest rate by the Citigold Relationship Manager or via a text message within 10 days of the date on which the Participant meets the conditions specified in Clauses 6 and 13.
18. If the Deposit is terminated before its maturity, the interest will not be calculated.
19. The Deposit is non-renewable.

Lounges Reward – additional visits to business lounges at airports in Poland

20. The Bank will grant a reward of additional, free visits to business lounges at airports in Poland ("Lounges") to 1,000 Participants who meet the conditions specified in Clause 6 and in the period until December 31, 2019:
 - a) will not be individuals with a foreign exchange status as a non-resident pursuant to the Act of 27 July 2002 - Foreign Exchange Law,
 - b) will not be 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.
 - c) as at the day they enter a business lounge, they will have, in accounts offered by the Bank, a daily balance calculated pursuant to Clause 7, in the amount of not less than PLN 400,000 (four hundred thousand zlotys),
 - d) will hold, as at the day they enter a business lounge, a Citigold Lounge Pass Card.
21. There are a maximum of 3 additional visits to business lounges at airports in Poland available free of charge in a given month. The Participants will have a total of up to 5 visits a month available free of charge (2 visits according to the applicable Table of Fees and Commissions and a maximum of 3 additional visits free of charge).
22. The additional visits can be used until December 31, 2019.
23. The Citigold Lounge Pass Card is issued pursuant to the Bank Account Terms and Conditions.

Voucher Reward – vouchers to restaurants

24. The Bank will grant a reward being vouchers to restaurants ("Vouchers") to the first 200 Offer Participants who meet the conditions specified in Clause 6 and open a Deposit, and who:
 - a) are not individuals with a foreign exchange status as a non-resident pursuant to the Act of 27 July 2002 - Foreign Exchange Law,
 - b) are not 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.
25. The Bank shall provide the Participants who meet the conditions specified in Clause 24 above with two vouchers worth PLN 100 each, to a restaurant selected by the Participants from the list of restaurants constituting Appendix 1 to these Terms and Conditions.
26. The Participant shall inform his/her Relationship Manager or Consultant during a phone call of the Participant's choice, provided that it is made by the end of the month following the month in which the Deposit was opened at the latest.
27. Vouchers will be made available in online banking in the tab "Contact" in the section "My documents" on the 10th business day of the month following the month in which the Participant notified his/her Relationship Manager or the Bank's Consultant during a phone call, at the latest.
28. In order to use a voucher, the Participant shall make a phone reservation at a restaurant, print out the voucher provided on Citibank Online and present it at the restaurant before ordering.
29. The voucher is valid for 3 months from being made available via Online Banking. It is not possible to use the voucher funds after that period. The expiry date of the voucher will be given on the voucher.
30. It is not possible to obtain change in cash from the voucher if its value exceeds the value of the service. If the value of a service is higher than that of a voucher, the Client is obliged to pay the difference in price.
31. The Voucher may be used once, to a maximum amount of PLN 100 gross each. The value is calculated based on the gross price of goods and does not include any other fees or costs, such as delivery or resulting from the type of payment selected by the Participant.
32. If a complaint against a service purchased with the voucher is granted, the Participant will be returned the money in the same form in which they paid for the service, i.e. the part of the payment made with the Voucher will be repaid as a Voucher.

Tax

33. 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.
34. The remaining services provided under the Offer shall be exempted from a personal income tax under Article 21.1.68 of the Act of 26 July 1991 on Personal Income Tax.

Complaint procedure

35. 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: Citi Handlowy, Complaint and Customers' Enquiries Service Unit (Biuro Obsługi Reklamacji i Zapytań Klientów), ul. Goleszowska 6, 01-249 Warszawa, with a note: "Package of additional benefits with Citigold";
 - 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.
36. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
37. 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.
38. 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.
39. 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.
40. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.
41. 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.
42. 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.
43. 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 42 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.
44. To meet the time limits set out in Clauses 42 and 43(c) above, the Bank needs to send a reply before their expiry.
45. 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.
46. 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.
47. The Bank hereby affirms that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority.
48. 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/arbiter-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

49. In the case of joint Accounts, only the first Account Co-holder may participate in the Offer.
50. The Participant may withdraw from participating in the Offer at any time.
51. 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 Award.
52. In matters not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions shall apply.
53. These Terms and Conditions of the Offer shall come into effect on 05 August 2019.
54. This Offer shall not be accumulated with any other promotions, competitions or special offers arranged by the Bank.
55. The Offer may be repeated in the future.
56. These Terms and Conditions are available on the Bank's website <https://www.citibankonline.pl/dokumenty.html> and at Citigold Branches.

Appendix 1: LIST OF RESTAURANTS. Appendix to the Terms and Conditions of the Offer "Package of benefits with Citigold".

Name of Restaurant	City/Town
Lee's Chinese	Gdańsk
Mantra	Gdańsk
Stare i Nowe	Katowice
Tatiana	Katowice
Numero 53	Katowice
Pod Nosem	Kraków
Rzeźnia - Ribs on Fire	Kraków
Andromeda Alfa	Kraków
Bistro Beta	Kraków
Corse	Kraków
Gejsza Sushi	Łódź
Hamra	Łódź
Susharnia	Łódź
Dąbrowskiego 42	Poznań
Fiesta del Vino	Poznań
U Rzeźników	Poznań
Kwiat Peonii - Plac Wielkopolski	Poznań
Kwiat Peonii - Rondo Rataje (Tarasy Warty)	Poznań
Asian Fyrtel	Poznań
Pod Nosem	Poznań
Aramia	Szczecin
Bollywood Lounge	Trójmiasto
Bistro Pod Sowami	Warszawa
Bohemia	Warszawa
Drukarnia	Warszawa
Biała - zjedz i wypij	Warszawa
Na Bałkany	Warszawa
Mandala Centrum	Warszawa
Mandala Mokotów	Warszawa
India Express	Warszawa
Gado Gado	Warszawa
Yatta Ramen	Warszawa
Yatta2 Ramen	Warszawa
Metr nad Ziemią	Warszawa
Alyki	Wrocław
RAGU	Wrocław
WYŁOWIONE	Wrocław
Dim Sum Garden	Wrocław
Orientuj się	Wrocław
Osiem Misek	Wrocław
Pha Tha Thai	Wrocław