

Terms and Conditions of the Offer “Recommend Citigold Clients and Collect a Reward - 12th edition” (“Terms and Conditions”)

Organizer

The organizer of the Offer “Recommend Citigold Clients and Collect a Reward - 12th edition” (“Offer”) shall be 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; will 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

1. The Offer shall be valid from 01/07/2018 to 31/10/2018.
2. 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 Citigold branches.
3. The Offer shall be valid until the available pool of 500 Rewards is exhausted.

Conditions of the Offer

4. “Recommending Person” may be the Bank’s present Client being a consumer within the meaning of Article 221 of the Civil Code who uses at least one of the following Citibank products: Citibank Personal Account or primary Citibank Credit Card in the meaning of the Terms and Conditions of Citibank Credit Cards of Bank Handlowy w Warszawie S.A. (“Card”).
5. The “Recommended Person” may be a natural person who holds full legal capacity and is the consumer in the meaning of Article 22, of the Civil Code, recommended for the Offer by the Recommending Person during the Term of the Offer, by way of:
 - (i) completing an application form with their personal data on the Bank’s website: www.online.citibank.pl or
 - (ii) completing an application form for the Offer in a paper form (“Form”) and submitting the Form at a Branch of the Bank or
 - (iii) leaving personal data by a recorded telephone line.
6. The Recommending Person shall be hereinafter called “Participant”.
7. The Recommending Person shall receive the Citigold Reward specified in Clause 15 below, if they submit a Recommendation for the conclusion of a Citigold Personal Account Agreement by the Recommended Person (“Citigold Recommendation”) on the basis of which, during the term of the Offer, the Recommended Person concludes an Account Agreement with the Bank and opens a Citigold Personal Account (“Citigold Account”), and all of the following conditions are met:
 - a) during the term of the Offer, when submitting a Citigold Recommendation, the Recommending Person will provide the Bank with the data of the Recommended Person and will undertake to notify the Recommended Person forthwith of the Bank’ name and registered office (Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16), the purpose of providing the data, which is the Offer “Recommend Citigold Clients and Collect a Reward - 12th edition”, the scope of the provided data, the right to access and rectify those data, and the right to object to further processing of those data by the Bank for the above stated purpose,
 - b) the Recommended Person will log in on Citibank Online at <https://www.citibankonline.pl> at least once (1) not later than by the end of the first calendar month following the month in which the Account was opened,
 - c) not later than by the end of the first calendar month after the month in which the Citigold Account was opened, the Recommended Person will achieve, on the accounts offered by the Bank, a daily balance not lower than PLN 330,000 (say: three hundred thirty thousand zlotys),
 - d) until the last day of the fourth calendar month after the Citigold Account is opened in each of the three subsequent calendar months the Recommended Person maintains on the accounts offered by the Bank the monthly average balance of funds not lower than PLN 300,000 (say: three hundred thousand zlotys),
 - e) in the Term of the Offer, the Recommended Person has agreed to the disclosure of bank secrets to the Recommending Person to enable the Recommending Person’s receipt of the reward, by signing the statement provided in Appendix no. 1 hereto.
8. The Recommending Person shall receive the CPC Reward specified in Clause 16 below, if they submit a Recommendation for the conclusion of a Citigold Private Client Personal Account Agreement by the Recommended Person (“CPC Recommendation”) on the basis of which, during the Term of the Offer, the Recommended Person will conclude an Account Agreement with the Bank and opens a Citigold Private Client Personal Account (“CPC Account”), and all of the following conditions are met:
 - a) during the Term of the Offer, when submitting a CPC Recommendation, the Recommending Person will provide the Bank with the data of the Recommended Person and will undertake to notify the Recommended Person forthwith of the Bank’ name and registered office (Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, at ul. Senatorska 16), the purpose of providing the data, which is the Offer “Recommend Citigold Clients and Collect a Reward - 12th edition”, the scope of the provided data, the right to access and rectify those data, and the right to object to further processing of those data by the Bank for the above stated purpose,

- b) the Recommended Person will log in on Citibank Online at <https://www.citibankonline.pl> at least once (1) not later than by the end of the first calendar month following the month in which the Account was opened,
 - c) not later than by the end of the first calendar month after the month in which the CPC Account was opened, the Recommended Person will achieve, on the accounts offered by the Bank, a daily balance not lower than PLN 3,100,000 (say: three million one hundred thousand zlotys),
 - d) until the last day of the fourth calendar month after the Account was opened in each of the three subsequent calendar months the Recommended Person maintains on the accounts offered by the Bank the monthly average balance of funds not lower than PLN 3,000,000 (say: three million zlotys),
 - e) in the Term of the Offer, the Recommended Person has agreed to the disclosure of bank secrets to the Recommending Person to enable the Recommending Person's receipt of a reward, by signing the statement provided in Appendix no. 1 hereto.
9. The Recommending Person shall receive an Additional Reward specified in Clause 17 below if they submit any subsequent Citigold or CPC Recommendation - but no more than 10 (say: ten) Recommendations in total - on the basis of which the Recommending Person will conclude, in the Term of the Offer, an Account Agreement with the Bank and open a Citigold Account as a result of the Citigold Recommendation or a CPC Account as a result of the CPC Recommendation, and if the conditions specified in Clause 7 above for the Citigold Account or in Clause 8 for the CPC Account are met, assuming that the first Citigold or CPC Recommendation was submitted in the Term of the Offer.
 10. The daily balance mentioned in Clause 7(c) and in Clause 8(c) shall include funds on all the accounts of the Recommended Person that are maintained by the Bank for which the Recommended Person is the main holder, subject to Clause 12 below.
 11. The monthly average balance mentioned in Clause 7(d) and in clause 8(d) shall be calculated on the basis of the sum of funds on all the accounts of the Recommended Person that are maintained by the Bank for which the Recommended Person is the main holder, subject to Clause 12 below.
 12. When calculating the balance referred to in Clause 10 and 11, funds originating from accounts maintained by the Bank for individual clients other than the Recommended Person or funds originating from the accounts in respect of which the Recommended Person is the secondary or a subsequent co-holder, shall not be considered.
 13. The Offer shall not be made available to the following persons:
 - Recommended Persons who after 1 January 2017 were Holders/Joint Holders of or Attorneys for a Personal Account or a Savings Account with the Bank,
 - 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.
 14. The submission of a Recommendation by the Recommending Person to the Bank shall not bind the Bank to conclude a bank product agreement with the Recommended Person.

Rewards

15. If all of the conditions specified in Clause 7 above are met, the Recommending Person will receive one of the rewards specified below in the form of ("**Citigold Reward**"):
 - one bonus of PLN 2,000 ("**Citigold Bonus**"),
 - a possibility to open one term deposit on the following conditions ("**Citigold Deposit**"):
 - deposit interest rate: 4% p.a.,
 - deposit term: 3 (say: three) months,
 - maximum deposit amount: PLN 200,000 (say: two hundred thousand zlotys),
 - minimum deposit amount: PLN 1,000 (say: one thousand zlotys),
 - 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. If all of the conditions specified in Clause 8 above are met, the Recommending Person will receive one of the rewards specified below in the form of ("**CPC Reward**"):
 - one bonus of PLN 7,000 ("**CPC Bonus**"),
 - a possibility to open one term deposit on the following conditions ("**CPC Deposit**"):
 - deposit interest rate: 3% p.a.,
 - deposit term: 3 (say: three) months,
 - maximum deposit amount: PLN 1,000,000 (say: one million zlotys),
 - minimum deposit amount: PLN 1,000 (say: one thousand zlotys),
 - after the end of the deposit term, the principal and interest will be transferred to the personal account from which the deposit was opened.
17. If all of the conditions specified in Clause 9 above are met, the Recommending Person will receive one reward of PLN 1,000 ("**Additional Reward**").
18. An order to open a Citigold Deposit and CPC Deposit may be submitted not later than by the end of the second calendar month following the calendar month in which the Account was opened.
19. In the Term of the Offer, the Recommending Person may, regardless of the number of Citigold and CPC Recommendations, submit one Citigold Deposit and one CPC Deposit.
20. Citigold Reward, CPC Reward and Additional Reward shall be recorded in the Recommending Person's Account no later than by the end of the first calendar month following the month in which the conditions of the Offer specified in Clause 7 above for Citigold Reward, in Clause 8 above for CPC Reward and in Clause 9 above for Additional Reward were met.

21. The Recommending Person shall not receive the Citigold Reward, CPC Reward or Additional Reward if the condition of the average monthly balance in the Bank's accounts in the amount specified in Clause 7(d) or clause 8(d) in one of the following 3 full calendar months in the time period to the last day of the fourth month following the month in which a Citigold or CPC Account was opened, is not met.
22. The Recommending Person may receive the Rewards for not more than 10 (say: ten) Recommendations within the Offer, irrespectively of the number of Citigold or CPC Accounts opened on the basis of the Recommendations.
23. The Citigold Bonus and CPC Bonus shall be paid out by crediting the Recommending Person's active savings and settlement account held at the Bank in PLN or if the Client does not hold such an account, by crediting the Client's Credit Card account. The amount of the Citigold or CPC Bonus transferred to the Card account shall be available in the Statement. The amount of the Citigold or CPC Bonus shall reduce the debt amount for the respective Card or increase a possible overpayment on the Card account. If the Citigold or CPC Bonus leads to creating or increasing an overpayment on the Card account, the fee for servicing an overpayment on the Card account specified in the Table of Fees and Commissions for Credit Card shall not be calculated.
24. The Bank shall inform the Recommending Person of granting the Citigold, CPC or Additional Reward via text message to the indicated phone number or via a Citigold or Citigold Private Client Relationship Manager.
25. The Rewards shall only be passed on in the form as specified in the Terms and Conditions and they cannot be exchanged for a cash equivalent or an in-kind reward.

Tax

26. In addition to each Citigold Bonus and CPC Bonus, the Bank shall endow to the Recommending Person an additional cash reward of a value corresponding to the amount of an income tax due on the total value of the awarded Rewards. The due tax will be deducted by the Bank from the additional cash prize.
27. Interest rates on Citigold Deposit and CPC Deposit are 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

28. 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: Citi Handlowy, Complaint and Customers' Enquiries Service Unit (Biuro Obsługi Reklamacji i Zapytań Klientów), ul. Goleszowska 6, 01-249 Warszawa, with a note "Re: Poleć Klientów Citigold i odbierz nagrody - edycja 12" (Recommend Citigold Clients and Collect a Reward - 12th edition);
 - 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.
29. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
30. 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.
31. 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.
32. 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.
33. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.
34. In order to effectively and swiftly handle a complaint or claim, it will be advisable to include in the complaint: first 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.
35. 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.
36. In especially complex cases, which make it impossible to handle a complaint or claim and to provide a reply within the time limit set out in Clause 35 above, the Bank, in the information provided to the Client, shall:
 - 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 days of the date of receipt of the complaint or claim.
37. The Bank may reply to a complaint or claim:
 - a) in writing to the Client's correspondence address provided in the Agreement;
 - b) using any other permanent data carrier, i.e. a text message to the telephone number provided by the Client;
 - c) by e-mail, upon the Client's request, to the provided e-mail address of the Client.
38. The Bank hereby affirms that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority.
39. The Bank informs the Participant that they may opt for out-of-court procedures to settle disputes:
 - a) before the Banking Arbitrator at the Polish Banks Association, in accordance with the Consumer Arbitration in Banking Rules, which are available as at the Offer signing date on the following website www.zbp.pl/arbiter, 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 he has not received any reply to his claim from the Bank within 30 days of its submission;

- b) 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 the Participant's claims by the Bank. The Financial Ombudsman website: <http://rf.gov.pl/>;
- c) 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: http://www.knf.gov.pl/regulacje/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

- 40. The Participant may withdraw from participating in the Offer at any time.
- 41. The Bank states that the participation in the Offer does not exclude the Recommending Person's and the Recommended Person's right to withdraw from the concluded Account Agreement, which right results from the applicable laws. The withdrawal from the Agreement by the Recommended Person shall be tantamount to the withdrawal from the participation in the Offer by the Participant and the loss of the Recommending Person's right to the Citigold, CPC and Additional Reward.
- 42. In matters not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions shall apply.
- 43. Neither the Recommending Person nor the Recommended Person shall have powers or authorizations to promote the Offer in the Internet, in audio and visual forms or by distributing printed materials, including by use of trademarks used by the Bank or by use of the Offer for profit earning.
- 44. These Terms and Conditions of the Offer shall come into effect on 01/07/2018.
- 45. The Offer may not be cumulated with other promotions, competitions and special offers provided by the Bank for the Account, except for the Bank's welcome offers connected with personal accounts and the Bank's offers connected with the relocation of Citigold Branches.
- 46. The Offer may be repeated in the future.
- 47. These Terms and Conditions are available on the Bank's website: www.citihandlowy.pl and through Citigold Relationship Managers or Citigold Private Client Relationship Managers at Citigold Branches.

I declare that I have acknowledged and accept the Terms and Conditions of the Offer "Recommend Citigold Clients and Collect a Reward - 12th edition".

.....
Date and signature of the Participant

Appendix No. 1

.....
(City, date)

Name and surname of the Recommended Person

PESEL number:

I give my consent to the Bank to provide to the Recommending Person:

.....
(name and surname)

the information which constitutes bank secrets concerning my fulfillment of the conditions of the Offer "Recommend Citigold Clients and Collect a Reward - 12th edition"1), and which is required for awarding the Recommending Person with the Reward.

.....
Signature of the Recommended Person

- 1) In accordance with the Terms and Conditions of the Special Offer "Recommend Citigold Clients and Collect a Reward - 12th edition" addressed to Individual Clients of Bank Handlowy w Warszawie S.A. who recommend the Citigold or Citigold Private Client Offer, the Recommending Person shall receive the Citigold or CPC Reward if the following conditions are met:
- during the term of the Offer, the Recommending Person submits a Recommendation for the conclusion of a Citigold or Citigold Private Client Personal Account Agreement by the Recommended Person;
 - when completing the form dedicated to introducing the Recommended Person to the Offer, the Recommending Person undertakes to notify the Recommended Person forthwith of the Bank' name and registered office as well as of the recommendation of the Recommended Person to the Offer, the scope of the Recommended Person's revealed data and the Recommended Person's right of access to and rectification of the revealed data;
 - during the term of the Offer, the Recommended Person concludes an Account Agreement with the Bank, on the basis of which a Citigold or Citigold Private Client Personal Account is to be opened;
 - the Recommended Person for a Citigold Account - will have credited a Citigold Account with the amount of PLN 330,000.00 (say: three hundred thirty thousand zlotys) by the last day of the first calendar month following the month in which the Citigold Account was opened;
 - the Recommended Person for a Citigold Private Client Account - will have credited a Citigold Private Client Account with the amount of PLN 3 100,000.00 (say: three million one hundred thousand zlotys) by the last day of the first calendar month following the month in which the Citigold Private Client Account was opened;
 - the Recommended Person for a Citigold Account - in accounts offered by the Bank, gathered and maintained for 3 (say: three) consecutive calendar months an average monthly balance (such an average monthly balance of funds shall be calculated out of the sum of all the funds kept in all the Recommended Person's accounts offered by the Bank on following days of a month divided by the number of days in a given calendar month), in the amount of at least PLN 300,000.00 (say: three hundred thousand zlotys) in the time period to the last day of the 4th (say: the fourth) month following the month, in which the Citigold Account was opened;
 - the Recommended Person for a Citigold Private Client Account - in accounts offered by the Bank, gathered and maintained for 3 (say: three) consecutive calendar months an average monthly balance (such an average monthly balance of funds shall be calculated out of the sum of all the funds kept in all the Recommended Person's accounts offered by the Bank on following days of a month divided by the number of days in a given calendar month), in the amount of at least PLN 3 000,000.00 (say: three million zlotys) in the time period to the last day of the fourth month following the month, in which the Citigold Private Client Account was opened.