

Terms and Conditions of the Offer "Special Citigold Welcome Time Deposit. 2nd Edition" ("Terms and Conditions")

Organizer

1. The Offer "Special Citigold Welcome Time Deposit. 2nd Edition" ("**Offer**") is organized 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 000 000 1538; NIP 526-030-02-91; will 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 01/02/2018 to 31/05/2018.
3. The Offer shall be valid in the Republic of Poland.
4. The Offer shall be valid until the available pool of 500 Time Deposits (inclusive of Time Deposit 1, Time Deposit 2, Time Deposit 3 and Time Deposit 4 combined) is exhausted.

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 22¹ of the Civil Code ("**Participants**"), and who meet all of the following conditions:
 - a) in the term of the Offer's validity and at the Offer's venue, they have concluded 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) they sign these Terms and Conditions within 10 days from opening the Account;
 - c) the daily balance in their Citigold Account amounts to at least PLN 330 000 (say: three hundred thirty thousand zlotys) or the daily balance in their Citigold Private Client Account amounts to at least PLN 3 100 000 (say: three million one hundred thousand zlotys) no later than by the end of the first calendar month following the month in which the Account was opened;
 - d) on signing the Deposit Agreement they give their consent to:
 - i. the processing by the Bank of their personal data for the purpose of informing them about the products and services offered by entities cooperating with the Bank during the term of the Agreement, and in case the Agreement is not entered into or after it has been terminated, expired or abandoned, about the products of the Bank and of the entities referred to above, save for the information sent by the electronic channels described in item 2 of the Client's Data Form, and
 - ii. the receipt, via electronic channels, of information concerning the accounts maintained on their behalf by the Bank and of trade information within the meaning of the Act on the provision of services by electronic channels of 18 July 2002 (Journal of Laws of 2002, No. 144, Item 1204) concerning the products and services offered by the Bank and by the entities cooperating with the Bank during the term of the Agreement, in case the Agreement is not entered into, or after it has been terminated, expired or abandoned.
6. All the funds in all the Participant's accounts maintained by the Bank in respect of which the Participant is the primary holder shall be added to the daily balance referred to in Clause 5c), subject to Clause 7 below.
7. When calculating the balance referred to in Clause 6, funds originating from accounts maintained by the Bank for individual clients other than the Participant or funds originating from the accounts in respect of which the Participant is the secondary or a subsequent co-holder, shall not be considered.
8. The Offer shall not be available to:
 - persons who after 30 June 2016 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,
 - employees of the Bank or of the subsidiaries of the Bank,
 - individuals cooperating with the Bank under civil law agreements,
 - 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. The first 500 persons who have fulfilled all of the conditions specified in Clause 5 above may open one time deposit in PLN or USD:
 - for Citigold Account:
 - a) for the maximum amount of PLN 250 000 (say: two hundred fifty thousand zlotys), for the term of 3 months, at the rate of 2.5% ("Time Deposit 1"). On maturity, the principal of and interest on Time Deposit 1 shall be transferred to the account on which Time Deposit 1 was opened, or
 - b) for the maximum amount of USD 75 000 (say: seventy five thousand dollars), for the term of 3 months, at the rate of 2.5% ("Time Deposit 2"). On maturity, the principal of and interest on Time Deposit 2 shall be transferred to the account on which Time Deposit 2 was opened.
 - for Citigold Private Client Account:
 - a) for the maximum amount of PLN 2 000 000 (say: two million zlotys), for the term of 3 months, at the rate of 2.2% ("Time Deposit 3"). On maturity, the principal of and interest on Time Deposit 3 shall be transferred to the account on which Time Deposit 3 was opened, or
 - b) for the maximum amount of USD 500 000 (say: five hundred thousand dollars), for the term of 3 months, at the rate of 2.2% ("Time Deposit 4"). On maturity, the principal of and interest on Time Deposit 4 shall be transferred to the account on which Time Deposit 4 was opened.
10. Time Deposit 1, Time Deposit 2, Time Deposit 3, Time Deposit 4 can be opened no later than by the end of the second calendar month following the month, in which the Account was opened.
11. Each Participant who has fulfilled the conditions specified in Clause 5 above and:
 - a) maintains until the end of the seventh calendar month following the month in which the Account was opened, in each of the six subsequent months, the average monthly balance of funds (such average monthly balance shall be calculated out of the sum of all the funds kept in all the Participant'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 for Citigold Account and PLN 3 000 000 for Citigold Private Client Account, and at the same time
 - b) logs in on Citibank Online at <https://www.citibankonline.pl> at least once (1) until the end of the seventh calendar month following the month in which the Account was opened, shall receive a cash reward in the amount of PLN 2 000 (say: two thousand zlotys) ("Reward").
12. The Reward will be recorded in the Participant's Account 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.
13. The Bank shall notify the Participants of the fulfillment of the conditions of awarding Time Deposit 1, Time Deposit 2, Time Deposit 3, Time Deposit 4 and the Reward through Citigold Relationship Manager or Citigold Private Client Relationship Manager.
14. 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

15. Interest on Time Deposit 1, Time Deposit 2, Time Deposit 3 and Time Deposit 4 is subject to personal income tax. Bank as a tax payer shall be obliged to calculate, charge and pay the flat-rate personal income tax as set forth in applicable laws.
16. The Reward passed on 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

17. 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, Client Complaint and Inquiry Department (Departament Obsługi Reklamacji i Zapytań Klientów), ul. Golezowska 6, 01-249 Warszawa, with a note "Re: Special Citigold Welcome Deposit. 2nd Edition" (Atrakcyjna Lokata na Powitanie w 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;
 - d) In a private message sent to [CitiHandlowy.pl](https://www.facebook.com/CitiHandlowy) profile on Facebook.
18. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
19. Upon a Client's request, the Bank will confirm that it has received a complaint or claim. Such confirmation shall be made in writing or otherwise as agreed with the Client;
20. 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.
21. 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.
22. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.
23. In order to effectively and swiftly handle a complaint or claim, it will be advisable to include 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.
24. 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.

25. 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 23 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.
26. The Bank may reply to a 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.
27. The Bank hereby affirms that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority.
28. The Bank informs the Participant that they may opt for out-of-court procedures to settle disputes:
- 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/arbitrator, 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;
 - 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: 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

29. In the case of joint Accounts, only the first Account Co-holder may participate in the Offer.
30. The Participant may withdraw from participating in the Offer at any time.
31. 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.
32. In matters not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions shall apply.
33. These Terms and Conditions of the Offer shall come into effect on 01/02/2018.
34. This Offer shall not be combined with any other promotions, competitions or special offers organized by the Bank for the Account, except for the Offer "Recommend Citigold Clients and Collect a Reward - 10th edition".
35. The Offer may be repeated in the future.
36. The Participant shall be entitled to be awarded with one Time Deposit only (Time Deposit 1 or Time Deposit 2 or Time Deposit 3 or Time Deposit 4) and one Reward.
37. 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 acknowledge that the Bank is the controller of the Offer Participants' personal data. The data shall be processed for the purpose and within the scope related to the implementation of the Offer. Submitting data is voluntary but it is required to take part in the Offer. The Participant is entitled to access and correct their data.
 - I declare that I have read and accept the Terms and Conditions of the offer "Special Citigold Welcome Time Deposit. 2nd Edition".

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Date and signature of the Client