

Terms and Conditions of the Offer “For a Good Start with Citigold – 2nd Edition”, (“Terms and Conditions”)

Organizer

1. The organizer of the Offer “For a Good Start with Citigold – 2nd Edition” (“Offer”) is Bank Handlowy w Warszawie SA, 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

2. The Offer shall be valid from 7 June 2019 to 30 September 2019 (“Term 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, in all Citi Handlowy branches and at selected companies participating in the Citibank@Work program.
4. The Offer shall be valid until the available pool of 300 Awards 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, and who meet all of the following conditions (“Participants”):
 - a) during the Term of the Offer, they will sign 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”); or
 - b) during the Term of the Offer, they are a party to a Deposit Agreement and holders of a Citigold or Citigold Private Client account and their average monthly balance did not exceed PLN 100 in the period of 12 calendar months prior to accepting the Offer (“Inactive account”).
 - c) they 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 Client accepted the Offer,
6. The Offer shall not be available to:
 - a) **In the case of Deposit Agreements referred to in Clause 5(a):** individuals signing a Deposit Agreement who - after 01/01/2018 - held, individually or jointly as co-holder, a personal account or savings account or held a power of attorney to a personal account or savings account to a Citigold Account or Citigold Private Client Account,
 - b) **In the case of Inactive Account referred to in Clause 5(a):** individuals who - after 01/01/2018 - signed a new Deposit Agreement for a personal account or a savings account or held a power of attorney to a personal account or savings account to a Citigold Account or Citigold Private Client Account
 - c) individuals with a foreign exchange status as a non-resident pursuant to the Act of 27 July 2002 - Foreign Exchange Law,
 - d) 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.
7. The submission by a Client of an instruction to close their Citigold or Citigold Private Client account or the submission of an instruction to change the Account Type from Citigold to Citi Priority or to Citi Account or the submission of an instruction to change the Account Type from Citigold Private Client to Citigold or Citi Priority or to Citi Account during the Term of the Offer shall be tantamount to withdrawal of the Participant from participation in the Offer.

Awards

Award 1 – Promotional Interest Rate on Citigold savings account at 2.7% on a balance up to PLN 300,000

8. Each Participant who meets the conditions set out in Clause 5, provided that none of the circumstances specified in Clauses 6 and 7 above has occurred, and who:
 - a) will open a Savings Account not later than by the end of the first calendar month after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms and Conditions;
 - b) will achieve, on the accounts maintained by the Bank, a daily balance not lower than PLN 410,000 (say: four hundred and ten thousand zlotys) not later than by the end of the first calendar month after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms and Conditions, subject to Clause 16;
 - c) will keep, on the accounts maintained by the Bank, a monthly average balance of funds not lower than PLN 400,000 (say: four hundred thousand zlotys), calculated in accordance with Clause 17 below, in each of the 6 consecutive calendar months after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms and Conditions;
 will have a right to obtain for their funds on the Savings Account an interest rate of 2.7%, (“Award 1 – Promotional Interest Rate”); provided, however, that the promotional interest rate will be applied to accrue interest on an amount not to exceed PLN 300,000 (say: three hundred thousand zlotys). Any balance in excess of the above amount shall bear interest in accordance with the applicable Interest Rates Table.

Award 2 - Promotional Interest Rate on Citigold Private Client savings account at 2.5% on a balance up to PLN 3,000,000

9. Each Participant who meets the conditions set out in Clause 5, provided that none of the circumstances specified in Clauses 6 and 7 above has occurred, and who:
 - a) will open a Savings Account not later than by the end of the first calendar month after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms and Conditions or will have a Savings Account on the date they have accepted the Offer;
 - b) will achieve, on the accounts maintained by the Bank, a daily balance not lower than PLN 4,100,000 (say: four million one hundred thousand zlotys) not later than by the end of the first calendar month after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms and Conditions activated, subject to Clause 16;
 - c) will keep, on the accounts maintained by the Bank, a monthly average balance of funds not lower than PLN 4,000,000 (say: four million zlotys), calculated in accordance with Clause 17 below, in each of the 6 consecutive calendar months after the month in which the Account was opened or for the Inactive Account within 1 month after signing of the Terms;will have a right to obtain for their funds on the Savings Account an interest rate of 2.5%, ("Award 2 - Promotional Interest Rate"); provided, however, that the promotional interest rate will be applied to accrue interest on an amount not to exceed PLN 3,000,000 (say: three million zlotys). Any balance in excess of the above amount shall bear interest in accordance with the applicable Interest Rates Table.
10. The Promotional Interest Rate set out in Clauses 8 and 9 will be applied to accrue interest on the Savings Account for the 6 consecutive months beginning from the month in which the Savings Account was opened.
11. The Participant shall be entitled to receive interest accrued at the Promotional Interest Rate only on one of the Savings Accounts referred to in Clauses 8 and 9 of which the Participant is the holder or the first co-holder.
12. The Promotional Interest Rate shall be applied by the Bank to accrue interest on the Savings Account for a calendar month not later than by the 15th day of the calendar month after the month in which the conditions of its application were met.
13. In the event that the conditions set out in Clause 8 or Clause 9 are not met in particular calendar months in the period referred to in Clause 10 above, interest on the Savings Account will be accrued by the Bank in accordance with the Interest Rates Table and the Participant will retain the right to the Promotional Interest Rate for the other months.
14. In the event that the Account or Savings Account is closed or an instruction to change the account type is submitted in accordance with Clause 7 above prior to the day on which interest is to be accrued at the Promotional Interest Rate for a month, such interest will not be paid for that month.
15. After the period referred to in Clause 10 in which the Bank accrued interest at the Promotional Interest Rate, interest on the Savings Account will be accrued by the Bank in accordance with the Interest Rates Table.
16. The **daily balance** mentioned in Clause 8(b) and in Clause 9(b) shall include funds on all the accounts of the Participant that are maintained by the Bank for which the Participant is the main holder, subject to Clause 18 below.
17. The **monthly average balance** of funds mentioned in Clause 8(c), Clause 9(c) shall be calculated on the basis of the sum of funds on all the accounts of the Participant that are maintained by the Bank for which the Participant is the main holder on the consecutive days of a month divided by the number of days in the calendar month, subject to Clause 18 below.
18. When calculating the balance referred to in Clause 16 and 17, any funds originating from the accounts maintained by the Bank for individual clients other than the Participant or from the accounts for which the Participant is the secondary or a subsequent co-holder shall be omitted.

Tax

19. Interest rates on the funds deposited in the savings account 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

20. 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. Golezowska 6, 01-249 Warszawa, with a note "Re: For a Good Start with Citigold - 2nd 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.
21. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
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. 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.
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: first last name, 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.

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 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.
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 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.
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.
30. 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:
 - a) in writing to the Client's correspondence address provided in the Agreement;
 - b) using any other durable medium, 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.
31. 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.
32. The Bank hereby affirms that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority.
33. 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/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 they have not received any reply to their 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 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: https://www.knf.gov.pl/dla_konsumenta/sad_polubowny.
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. The Participant may withdraw from participating in the Offer at any time.
36. 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.
37. In matters not regulated in these Terms and Conditions, the provisions of the Bank Account Terms and Conditions shall apply.
38. These Terms and Conditions of the Offer shall come into effect on 7 June 2019.
39. 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 offers connected with recommending personal accounts to clients and the Bank's offers connected with term deposits in foreign currencies.
40. The Offer may be repeated in the future.
41. These Terms and Conditions are available on the Bank's website: <https://www.online.citibank.pl/dokumenty.html> and through Citigold Relationship Managers or Citigold Private Client Relationship Managers at Citigold Branches.

I declare that I have read the "Information on the processing of personal data".

Sign the Polish version of the Terms
and Conditions

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Date and signature of the Client

I declare that I have read and accept the Terms and Conditions of the Offer.

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and Conditions

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