

Terms and Conditions of the Offer “Recommend Citigold Clients and Collect a Reward – 10th edition” (“Terms and Conditions”)

Organizer

The organizer of the Offer “Recommend Citigold Clients and Collect a Reward – 10th edition” (“Offer”) shall be Bank Handlowy w Warszawie S.A. with its registered office in Warsaw, 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 number KRS 0000001538; Tax Identification Number NIP 526-030-02-91; with fully paid-up share capital amounting to PLN 522,638,400 (“Bank”), electronic mail address listybh@citi.com.

Term of the Offer

1. The Offer shall be valid from 01.01.2018 to 30.04.2018.
2. The Offer shall be valid in the Republic of Poland.
3. The Offer shall be valid until the available pool of 500 Rewards is exhausted.

Conditions of the Offer

4. The Offer shall be addressed to a Participant called “Recommending Person” who may be the Bank’s present Client and 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 (“Recommended Person”) may be a natural person who holds full legal capacity and is the consumer in the meaning of Article 22¹ 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 the Recommended Person’s personal data on the Bank’s website: www.online.citibank.pl or (ii) completing an application form for the Offer in a paper form with the Recommended Person’s personal data and submitting the form at a Branch of the Bank (“Recommendation”).
6. The Recommending Person and the Recommended Person shall hereinafter be referred to as the Participants.
7. The Recommending Person shall not introduce himself as the Recommended Person.
8. The Recommending Person shall be entitled to Reward 1 described in Clause 13 below if all of the following conditions are met:
 - a) during the term of the Offer, the Recommending Person submits a Recommendation for the conclusion of a Citigold Personal Account or Citigold Private Client Personal Account Agreement by the Recommended Person;
 - b) 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’s 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 the revealed data;
 - c) during the term of the Offer, the Recommended Person concludes an Account Agreement with the Bank, on the basis of which a Citigold Personal Account is to be opened (“Citigold Account”);
 - d) the Recommended Person 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;
 - e) in accounts offered by the Bank, the Recommended Person 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 fourth month following the month in which the Citigold Account was opened;
 - f) the Recommended Person has agreed to the disclosure of bank secrets to the Recommending Person to enable the Recommended Person’s receipt of a reward, by signing the Statement to the Offer - Appendix no. 1.
9. The Recommending Person shall be entitled to Reward 2 described in Clause 15 below if all of the following conditions are met:
 - a) 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;
 - b) 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’s 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 the revealed data;
 - c) during the term of the Offer, the Recommended Person concludes an Account Agreement with the Bank, on the basis of which a Citigold Private Client Account is to be opened (“CPC Account”);
 - d) the Recommended Person will have credited a CPC 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 CPC Account was opened;

- e) in accounts offered by the Bank, the Recommended Person 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 CPC Account was opened;
 - f) the Recommended Person has agreed to the disclosure of bank secrets to the Recommending Person to enable the Recommended Person's receipt of a reward, by signing the Statement to the Offer - Appendix no. 1.
10. The funds referred to in sub-clauses 8(d) and (e) and in sub-clauses 9(d) and (e) shall not originate from other bank accounts maintained by the Bank.
 11. The Offer shall not be made available to the following persons:
employees of the Bank or of the subsidiaries of the Bank, individuals cooperating with the Bank under civil law agreements, senior management of the Bank, individuals directly involved in the preparation of the Offer - employees of any of the agencies or companies cooperating with the Bank on the Offer, or 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 a permanent residence address in 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 United States of America, which substantially verifies the length of stay in the United States of America in the last 3 years, Recommended Persons who were Owners/Co-owners or Representatives in respect of a Personal Account and/or Savings Account at the Bank after 30 June 2016.
 12. 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

13. The Recommending Person may receive a cash reward of PLN 2,000.00 (say: two thousand zlotys) ("Reward 1"), if the Recommended Person has met all of the conditions specified in Clause 8 above.
14. Reward 1 shall be paid out by the end of the month following the month in which the conditions specified in Clause 8 above were met.
15. The Recommending Person may receive a cash reward of PLN 7,000.00 (say: seven thousand zlotys) ("Reward 2"), if the Recommended Person has met all of the conditions specified in Clause 9 above.
16. Reward 2 shall be paid out by the end of the month following the month in which the conditions specified in Clause 9 above were met.
17. The Recommending Person shall not receive Reward 1 or Reward 2 if the condition of the average monthly balance in the Bank's accounts in the amount specified in sub-clause 8(e) or sub-clause 9(e) 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.
18. The Recommending Person may receive the Rewards for not more than 5 (say: five) Recommendations within the Offer, irrespectively of the number of Citigold or CPC Accounts opened on the basis of the Recommendations.
19. The Reward shall be paid out by crediting the Recommending Person's 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.
20. Citigold Relationship Manager shall notify the Participants of the fulfilment of the Reward conditions by e-mail or by telephone at the telephone number which is stored in the Bank's systems.
21. In addition to the Reward for the Recommending Person, the Bank shall endow an additional cash reward of a value corresponding to the amount of an income tax due on the total value of the awarded Rewards.

Tax

22. In the case of the Recommending Person - the Bank shall collect the tax from the additional cash reward referred to in Clause 21.

Complaint Procedure

23. The Bank shall receive complaints and claims from Clients:
 - a) in writing - if a complaint or claim is filed in person at a Branch of the Bank during its opening hours or sent to the following address: Citi Handlowy, Departament Obsługi Reklamacji i Zapytań Klientów (Client Complaint and Inquiry Department), ul. Goleszowska 6, 01-249 Warsaw, with a note "Re: Poleć Klientów Citigold i odbierz nagrody - edycja X" (Recommend Citigold Clients and Collect a Reward - 10th 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.
24. Current contact details for submitting complaints and claims are available on the Bank's website (www.citibank.pl).
25. Upon 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.
26. The 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.
27. 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.
28. The Bank may request the Client to provide any additional information and documents required to handle a complaint or claim.

29. 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.
30. The outcome of the complaint or claim handling proceedings shall be notified to the Client without delay, provided, however, that not later than within 30 days of receipt of the complaint by the Bank.
31. 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 30 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.
32. The Bank may reply to a complaint or claim:
 - a) in writing to the Client's correspondence address provided in the Agreement;
 - b) using another 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.
33. The Bank hereby affirms that the Bank's activity is subject to the supervision on the part of the Polish Financial Supervision Authority.
34. 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, upon a written or electronic request of the Participant with an enclosed document confirming that the claim handling procedure 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: 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

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 Recommended Person's right to withdraw from the concluded Deposit Products 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 Reward.
37. In matters not regulated herein the provisions of the Bank Account Terms and Conditions shall apply.
38. 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.
39. These Terms and Conditions of the Offer shall come into effect on 01.01.2018.
40. The Offer cannot be accumulated with other special offers organized by the Bank for Accounts and Deposits.
41. The Offer may be repeated in the future.
42. These Terms and Conditions shall be made available on the Bank's website www.citihandlowy.pl / can be obtained from Citigold or Citigold Private Client Relationship Managers.
43. The Participants of the Offer shall submit their personal data on a voluntary basis for the purpose of their participation in the Offer and they shall have the right to access and edit their data.

The Bank shall act as 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 shall be voluntary, however, they are required to take part in the Offer. The Participants shall have the right to access and edit their data.

I declare that I have acknowledged and accept the Terms and Conditions of the Offer "Recommend Citigold Clients and Collect a Reward - 10th 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 - 10th edition", 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 - 10th 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 Reward if the following conditions are met:
- a) 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;
 - b) 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 the revealed data;
 - c) 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;
 - d) 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;
 - d) 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;
 - e) in accounts offered by the Bank, the Recommended Person 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;
 - e) in accounts offered by the Bank, the Recommended Person 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.