

By registering into Burgan Rewards Program, the customer accepts the following Terms & Conditions and agrees to be bound by them as the governing terms of Burgan Rewards Program.

The following terms and conditions (the "Terms & Conditions") are applicable to "Burgan Rewards"- the Loyalty Program of Burgan Bank for the Burgan Bank Covered Card. When You become a "Burgan Rewards" Accountholder, You agree to abide by these Terms & Conditions. It is important to know that the following Terms & Conditions may be amended, changed, and/or updated (each a "Change") by Burgan Bank at any time at its discretion. Any such a Change will be announced and made available on the Website and will be deemed notified to You on the date of its announcement.

In these Terms & conditions, unless otherwise specified, the expressions set forth below have the meanings set opposite them:

## 1. Definitions

- **"Account"** means your approved bank account held with Us.
- **"Eligible Transaction"** means any transaction conducted by You using any of Burgan Bank Card, and such a transaction We identify as to accrue or be awarded "Burgan Rewards Points" as may be determined and announced by Burgan Bank from time to time on the Website in accordance with these Terms & Conditions.
- **"Burgan Bank Card"** means any Burgan Bank card on which Burgan Bank customers can earn Burgan Rewards Points as may be determined and announced by Burgan Bank from time to time on the Website in accordance with these Terms & Conditions
- **"Burgan Rewards Account"** means the Member account that You create through the Website in relation to Burgan Rewards Program reflecting the number of Burgan Rewards points awarded and/or earned and/or redeemed by using Your Burgan Bank Card(s) accumulated and used on Your Burgan Rewards Account allowing You to participate in the Burgan Rewards Program including without limitation earned Burgan Rewards, awarded Burgan Rewards, adjusted Burgan Rewards, special Burgan Rewards, redeemed and expired Burgan Rewards
- **"Instructions"** means any instructions received by Us from You to redeem the Points accumulated on Your Burgan Rewards Account.
- **"Membership Number"** is the number designated and provided by Us to You relating to Your Burgan Rewards Account.
- **"Partner(s)"** means any company, entity, or merchant as a totally independent party participating in the Burgan Rewards Program to offer services and products to

- Members. Burgan Bank is not considered a travel agent nor an agent or partner to the Partner(s) and shall not guarantee any of the services offered by any such Partner. The terms and conditions on the services offered by each Partner shall apply on any Eligible Transaction whereby such terms and conditions represent integral part of Burgan Rewards Program Terms & Conditions, and shall be subject to modification from time to time.
- **“Merchant Outlet”**: means the stores and outlets of Partners participating Partner with whom You may redeem the earned Points against products and/or services offered by such Partners.
  - **“Burgan Rewards Redemptions”** means air tickets, air miles, cash back, hotel stays and/or exclusive packages, as determined by Us from time to time, or vouchers for specific merchandise, or products redeemed against Points through the Merchant Outlets, or any other type Points redemption as may be specified by Us from time to time as announced on the Website.
  - **“Pay with Points”** means the option of redeeming your Rewards points against payment of your purchases in the participated Merchant Outlets.
  - **“Burgan Rewards Program”** means the Points Program offered by Us to Our customers who subscribed in Burgan Rewards Program by virtue of which You can be awarded and/or earn and /or redeem Points on your Burgan Rewards Account when using your Burgan Bank Card.
  - **“Burgan Rewards”** means the Points awarded to You and/or earned by You and credited and/or debited to your Burgan Rewards Account with Us as a result of Your usage of Burgan Bank Card, products, other banking services or Eligible Transactions.
  - **“Statement”** is the statement of the Points available to You on Our Website that shows the information relating to Your Burgan Rewards Account and to the number of Points awarded, accrued and redeemed as well as the expiration date of the Burgan Rewards.
  - **“Phone”** means the device, possessed and/or owned and/or controlled by You which has the assigned Phone Number, and through which you communicate with Us either by receiving SMS alerts or by giving us Instructions.
  - **“Phone Number(s)”** means Your telephone number registered with Us and that You undertake that it remains under your possession and/or ownership and/or control at any time.
  - **“Program Rules”** means the rules, regulations, policies and procedures particular to each service or product offered under the Burgan Rewards Program.

- “Website” or “Burgan Rewards Website” means the internet and secure online loyalty website owned and operated by Us at [www.Burgan.com](http://www.Burgan.com) or such other website or link, as We may determine in Our sole discretion from time to time, through which You access the Burgan Rewards Program.
- “Burgan Bank” “We”, “Us” and “Our” means Burgan Bank ( K.P.S.C)
- “You”, “Your” and “Yours” or “Members” means customers of Burgan Bank enrolled in the Burgan Rewards Program.

We offer You the opportunity to join Burgan Rewards Program described on the Burgan Rewards Website from time to time. These Terms & Conditions govern Burgan Rewards Program and Our relationship with You in relation to the Burgan Rewards Program. Membership in Burgan Rewards Program is subject to these Terms & Conditions, and these Terms & Conditions apply to Burgan Rewards Program unless specifically indicated otherwise, and supersede all previous terms and conditions. You agree and confirm to Us that:

- a) by registering and signing up to the Burgan Rewards Program on the Website You have read, understood and accepted these Terms & Conditions and the terms and conditions of each Partner as set out in the Website in relation to the offered rewards under Burgan’s Rewards Program; and
- b) You consent to our processing of Your personal data, and disclosure of such data to third parties (including Partners and potential Partners) with no liability on Our part or the part or any Partner or third party.

## 2. Conditions of Enrollment

- Only individuals are eligible for Burgan Rewards Program membership, and each individual may maintain only one Burgan Rewards Account.
- Corporations, groups and/or associated entities having an existing Point of Sale relationship or Payment Gateway relationship with Burgan Bank could be selectively enrolled for the Burgan Rewards Program at the sole discretion of Burgan Bank and upon proper written notice being given by Burgan Bank to such selected corporation, groups, or associated entities informing them of their selection to get benefit of Burgan Rewards Program or as may be announced on the Website from time to time. Any redemption of Points earned on Burgan Rewards Program by any such corporation, groups and/or associated entities enrolled in Burgan Rewards Program, would be done only by a person holding an eligible Burgan Bank Cards on behalf of the corporation, group and/or associated entity.
- Employees of Burgan Bank are eligible to participate in Burgan Rewards Program.

- Unless You instructed Us to the contrary by written notice, by holding and using a Burgan Bank Card, You are automatically enrolled in the Burgan Rewards Program as described herein and by using your Burgan Bank Card(s), products or banking services, or conducting any Eligible Transaction You are automatically entitled to be awarded, earn and redeem Points on each Eligible Transaction You make.

### 3. Transfer of Awarded and Accrued Points:

- Awarded and/or accrued Points do not constitute a personal property or an asset of You. Points awarded to -and/or accrued by- a Burgan Rewards Program Member are for that Member personal benefit only and may not be transferred, assigned, pledged to anyone or combined with another Member for any reason whatsoever. ...
- In the case of a single, joint or multiple holder of an Account, all Account holders will be automatically enrolled in the Burgan Rewards Program; however, the use and redemption of Burgan Rewards shall only be available to the authorized signatory as per Our records in relation to such Burgan Bank Cards and Account. Nevertheless, , the Points will continue to be awarded, earned and accrued with respect to each related use of each Burgan Bank Card. The Account(s) subject to Burgan Rewards Program are identified by Your Customer Number of the primary signatory as established in Our records.
- In case an Account authorized signatory (ies) or a supplementary cardholder(s) is/are removed from the Account and become no longer authorized signatory(ies) of the Account, then such person(s) is/are no longer eligible to participate on Burgan Rewards Program, however the Points accrued by the such person(s) before their removal will remain in the rewards Account and only the remaining person(s) as authorized signatory(ies) who are holding the Account will be able to redeem those accrued Points.
- As described in more detail on the Website, you may be awarded and/or earn Points and redeem such Points in exchange for airline tickets, hotel reservations and other services and products as determined by Us from time to time and on terms and conditions as outlined by Us from time to time on the Website. Each Burgan Rewards Point is subject to the Program Rules, Partners' terms and conditions, regulations, policies and procedures that We may, in Our discretion, adopt from time to time and announce on the Website. Any Change to the Program Rules, regulations and policies at any time will be posted on the Website and will be deemed to be notified to Member on the date of its post on the Website.

#### 4. Eligible Transaction

- We shall determine, from time to time, at Our sole discretion, which Card(s) and/or which product or/and which banking service or/and which Burgan Bank Card(s) transactions are eligible for inclusion/exclusion on Burgan Rewards Program and will be awarded and/or earn Points and the associated limits on earnings as well as the number of Points required for redemption of Burgan Rewards. In case of reversal of any Eligible Transaction, the Points credited to the Burgan Rewards Account as a result of such Eligible Transaction will be deducted from the accrued Burgan Rewards balance. You hereby authorize Us to access Your Burgan Rewards Account to off-set, deduct or combine Points.
- The Points earned per type of the Burgan Bank Card, product or banking services and for an Eligible Transaction are subject to Burgan Rewards earning criteria as announced from time to time on the Website. Our Website provides a list of further exceptions to earnings of Burgan Rewards per type of Burgan Bank Card, product or banking services or Eligible Transactions.
- In case of a change to the status/criteria of the Burgan Bank Card (such as an upgrade or downgrade thereof at Our sole discretion), the Burgan Rewards calculations shall be adjusted accordingly.

#### 5. Redemption of Points

- The Points may be redeemed (i) in exchange for air tickets, air miles, hotel stays and exclusive loyalty packages or (ii) in exchange of partial payment of products and services as may be offered by Partners and in Merchants Outlets at ), (iii) or vouchers for use with specific Partner goods or service; (iv) or (v) cash back, all as determined by Us- at Our sole discretion- from time to time in accordance with the terms hereof.
- Only Points that are registered in Burgan Rewards Account, at the time of redemption, are eligible for redemption. Our records shall be conclusive evidence in respect of the number of Points registered and credited to a Burgan Rewards Account and available for redemption.
- The redemption of Burgan Rewards Points may be done through Your Burgan Rewards Account on [www.Burgan.com](http://www.Burgan.com). Any Instructions conveyed by You will be governed by the terms and conditions of the respective mode of redemption. We will act on, and shall treat as genuine and authentic, and You shall be fully responsible for, that Instruction;
  - You agree that We will rely on the information provided by You to act on any Instruction and we are under no obligation to authenticate such Instruction and We will act on each Instruction (on Our sole discretion) without seeking further confirmation;

and

- You shall not contest or raise any claim in relation to any act on Our part upon such Instruction.

- Notwithstanding the provisions of this section, We reserve Our right to make further checks with regard to any Instruction and may refuse to act on an Instruction in our sole discretion and with no liability on Our part whatsoever.
- We shall only process Instructions subject to the availability of sufficient number of Points in Your Burgan Rewards Account. In the event, Your Burgan Rewards Account does not have available Points, or for any other reason at Our sole discretion, We reserve the right to refuse to act on any Instruction.
- If We refuse to act on an Instruction, We will make reasonable efforts to inform You, with the reasons for the refusal (if possible) but We are not committed to do so.
- In case where the Points are subtracted from the Burgan Rewards Account due to reversal of transactions, it may reduce or eliminate the accumulated Points resulting in a negative or zero Burgan Rewards Account balance. If such Points are subtracted from the Burgan Rewards Account after a Burgan Rewards Redemption has been done that reduced the Burgan Rewards Account balance below the amount required for such Points subtraction, we may, at our sole discretion, suspend delivery of the Burgan Rewards Redemption from any of Your Burgan Rewards Account(s). Any newly accrued Points will be used to offset the negative Burgan Rewards Account balance until such balance has returned to zero or positive.
- The Members can pay for the services offered under Burgan Rewards Program, in full by redeeming Burgan Reward Points or in part and the remaining cost can be paid by the Member through using any Burgan Bank Cards as may be allowed by the Bank from time to time.
- Any Burgan Rewards Point(s) redemptions are subject to Our approval, and the terms and conditions for the relevant Burgan Bank Card and availability of the redemption options at the time the redemption is requested.
- Any redemption of air tickets, air miles, hotel stays, cashback, vouchers for specific merchandise, products redeemed against Points through the Merchant Outlet are directly subject to the terms and conditions of our authorized Partners. Once issued, redemption of Points in exchange of air tickets, airmiles, cashback, hotel stays, vouchers for specific merchandise, products redeemed against Points via the Merchant Outlet are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction. Once submitted, Your request/order for redemption, air tickets, airmiles, cashback, hotel stays and Pay with

Points at Merchant Outlets cannot be cancelled or revoked. They can however be changed/amended only in case of air tickets and hotel stays by You in co-ordination with the relevant Partners and on their applicable terms.

- Redemption details of air tickets, airmiles, cashback, hotel stays or vouchers are sent to Your registered email address with Us upon Your request. If you wish to have them sent to a different e-mail address, the e-mail address contained in your Burgan Rewards Account profile must be updated prior to requesting any Burgan Rewards Redemption. We will not be responsible for any redemption made in exchange of air tickets, airmiles, cashback, hotel stays, vouchers sent to the wrong e-mail address or returned as a result of Your failure to update Your Burgan Rewards Account profile information. Should redemption item of the Burgan Rewards (if any) be received in a damaged or defective condition, You must notify the Partner offering this Redemption, of such damage or defect within the stipulated number of days as mentioned on the receipt. We shall use reasonable efforts to convey Your complaint to the Partner and arrange, whenever possible, for an appropriate replacement thereof. Notwithstanding the foregoing, We shall not be held responsible in any manner whatsoever for damaged or defective items or products received by You in relation to any Burgan Rewards Redemption.

## 6. Forfeiture of Points

- All Points shall be forfeited and no additional or unprocessed requests of Burgan Rewards Redemption shall accrue or be processed in a Burgan Rewards Account and the Points shall be cancelled immediately in the following circumstances: (a) Burgan Rewards Account has been closed or is not in good standing (as determined by Us); (b) all Your Cards (under the same Customer Number) are cancelled or closed for any reason whatsoever including death; (c) if you breach any of these Terms & Conditions and/or any other policy incorporated by reference herein; or (d) any other event, which, at our sole discretion, will result in such forfeiture or (e) in case all Cards (Under the same Customer Number) are cancelled by Us for any reason or due to internal or CBK's rules and policies of if the Account is closed, blocked, or restricted, or (f) upon the expiry of the Points, (g) if Burgan Rewards Program is cancelled by Burgan Bank at its sole discretion.
- In the event of the repetitive usage of the same Points mistakenly by any means, We shall have the right to deduct the value of the repeatedly used Points from any amounts available in Burgan Rewards Account.

## 7. Information

The information provided to Us when completing earning and redeeming Points is processed in Our systems. Communication of relevant information is important to administering Burgan Rewards Program and providing You with the opportunity to maximize the benefits of Your membership. You agree that We will only disclose Your information to: person(s), Partners, companies and entities that provide the services under Burgan Rewards Program and sell the products offered to Members under Burgan Rewards Program and to third party email providers for the following purposes:

- Keeping You informed of your Burgan Rewards Program Account status and activities through printed or electronic statements;
- To assess entitlement to benefits;
- To offer You additional products and services;
- To send periodic satisfaction or market research surveys;
- To offer You products or services from select companies with whom We have a strategic relationship and We believe their offerings will be of interest to You. In participating in Burgan Rewards Program, You give Your consent to (i) share all Your details with such third parties, and (ii) receive all kinds of communications described above.

## 8. Statements

- A record of Burgan Rewards Program activity for each Member will be available online on the Website in the form of a Statement to You or your authorized signatory as will be made available on Burgan Rewards Account. Burgan Rewards Points shall be transferred on a periodic basis as per the activity of the accumulation of the Points into the Burgan Rewards Account for the purpose of accruing Points, and all the Burgan Rewards Points shall accrue and expire as described in these Terms& Conditions and the terms and conditions contained in the Statement.
- You shall be responsible for advising Us of any change to your email address and other contact details as registered with Burgan Bank and You shall be responsible for ensuring that Your Burgan Rewards Points are properly credited to Your Burgan Rewards Account. If proper credit does not appear on your Statement, You should inform Us immediately and provide Us with any documentation where and when required by Us.
- Any discrepancy or error on the statement must be reported to Us within seven (7) days from the date the Burgan Rewards are awarded, earned or redeemed and such reporting is subject to the Terms & Conditions contained herein and in the

Statement. Otherwise, Our record shall be deemed conclusive evidence of what is shown in the statement and on the Website.

## 9. Modifications and Changes

- The accumulation of Points and the Burgan Rewards Program is subject to related Program Rules. You are responsible for reading the Program Rules, newsletters, and Burgan Rewards Account Statements in order to understand Your rights, responsibilities, and status in the Burgan Rewards Program, as well as the structure for earning Burgan Rewards.
- The Burgan Rewards structure and the Burgan Rewards Program is subject to modification, cancellation, variation, termination or limitation of any benefits or features thereof or to withdraw or change the membership criteria and/or change the value or validity of the Burgan Rewards Program at any time, at Our sole discretion, without liability on Our part. Any Change, cancellation, or termination of Burgan Rewards Program will be posted on the Website and will be deemed to be notified to the Members upon such posting. The number of Points required to redeem any Burgan Rewards Redemption may be substantially increased or decreased, any Burgan Rewards Redemption may be withdrawn, and restrictions on any Burgan Rewards Redemption may be imposed at any time with no liability on the part of Burgan Bank.
- We and Our Partners offering the Burgan Rewards have the right to change, limit, modify or cancel Burgan Rewards Program and the applicable terms and conditions even though such changes may affect the value of Points, or the ability to obtain certain Burgan Rewards Redemptions. We and Our Partners offering the Burgan Rewards may, among other things: a) increase or decrease the number of Points received for a stay or required for a redemption; b) withdraw, limit, modify or cancel any redemption; c) add blackout dates, limit rooms available for any Burgan Rewards Redemption at any participating hotel or otherwise restrict the continued availability of Burgan Rewards Redemption ; d) change program benefits, travel partners, locations served by Us or Our Partners, conditions of participation, rules for earning, redeeming, retaining or forfeiting Points, or rules governing the use of Burgan Rewards; e) change or cancel a Burgan Rewards Redemption. In accumulating Points, you may not rely upon the continued availability of any Burgan Rewards Redemption or any category.

## 10. Term and Termination

- Burgan Rewards are valid for a period of 24 months from the date the Points are earned. Unless such Points are used prior to the expiration date, Burgan Rewards Points shall expire on such date. Upon expiration, unused Burgan Rewards Points will be

automatically canceled from the Burgan Rewards Account as of the expiration date and cannot be re-credited. It is Your responsibility to be aware of both the number of Burgan Rewards Points in your rewards Account, and their expiration date.

- Additionally, We have the right to terminate the Burgan Rewards Program without any reason by posting an announcement on the Website to that effect. We can also terminate Your membership to Burgan Rewards Program with immediate effect if any of the following events occurs Rewards(a) in the event of a breach by You of these Terms & Conditions or of any applicable provisions in any policy incorporated by reference herein, or (b) in the event of Your breach to any of Your obligations under any contractual arrangement with Us, We reserve the right, at Our discretion, at any time to:
  - Terminate or suspend Your membership and close your Burgan Rewards Account;
  - Refuse to award Burgan Rewards Points
  - Withdraw the Burgan Rewards Redemption: and/or refuse to process any Burgan Rewards Redemption (s).

Such suspension, termination, cancellation, and disqualification of Your Burgan Rewards Account may result, at Our sole discretion, in the forfeiture of all of your Points.

The membership in the Burgan Rewards Program will terminate automatically upon death, insolvency, unsatisfactory conduct on Burgan Rewards Account (which is determined in Our sole discretion). In that event, the right to earn Points and redeem Burgan Rewards Points is automatically forfeited.

## 11. Fraud and Abuse

In the case of fraud or abuse involving the Burgan Rewards Program, Points credit, Points use, We reserve the right to take appropriate administrative and/or legal action, including but not limited to revocation/cancellation of any redemption and/or termination of Burgan Rewards Program Membership, and all Points earned through the Burgan Rewards Program may be forfeited and any relevant Membership Account(s) may be closed/cancelled with immediate effect.

## 12. Release

- You hereby acknowledge and agree that any Change,, amendment, modifications, update, cancellation, termination, suspension to Burgan Rewards Points and Burgan Rewards Program may diminish the redemption value of the Burgan Rewards Program already earned by You and You acknowledge and You hereby irrevocably release and unconditionally discharge Us and our officers, board, and employees, jointly and

severally from any and all liability, actions, causes of actions, claims, demands for, upon or by reason of any damage, loss (including without limitation loss of profits or any direct or indirect losses or damages) which hereafter may be sustained by You as a result of participating in the Burgan Rewards Program. This release extends and applies to, and also covers and includes, all unsuspected damages or losses and liability (whether or not known, anticipated or otherwise) and the consequences hereof as well as those now disclosed and known to exist. It is further understood and agreed that Rewards. You also agree that the release under this paragraph extends to any liability on the Partners. Rewards Burgan Bank shall not under any circumstance be liable or responsible for any damages (whether direct or indirect) that a Member may incur or sustain as a result of its enrollment in Burgan Rewards Program or in connection thereto. Each Member shall be solely responsible for the same and hereby finally discharge and irrevocably releases Burgan Bank from any such a liability.

- **Governing law and language**

The Terms & Conditions are governed by the laws of Kuwait. You and dispute arising out of or in connection herewith shall be referred to the courts of Kuwait.