

# TERMS AND CONDITIONS OF CORNÈR BANK LTD. («CORNÈRCARD») RELATING TO THE CORNÈRCARD CASHBACK PROGRAMME (HEREINAFTER ALSO REFERRED TO AS THE «TERMS AND CONDITIONS»)

## 1. Subject (general description of the programme)

1.1 With the Cornèrcard Cashback programme (hereinafter also referred to as the «Programme»), the cardholder who is authorised to participate in the Programme (see sections 2.1 and 2.2 below) and who has not requested to withdraw from it (hereinafter also referred to as the «Participating Cardholder») may receive and accumulate a percentage of cashback on debits (transactions) made using her/his Visa and/or Mastercard® and/or Diners Club credit card(s) admitted to the Programme (see section 2 below). The amount of cashback accumulated may only be redeemed on the platform/app provided (redeeming cashback will not be automatic) and only once a certain amount has been reached. All of this is performed in accordance with these Terms and Conditions.

1.2 These Terms and Conditions are valid in addition to and supplementing any other provisions applicable to the existing contractual relationship between Cornèrcard and the credit card holder, in particular the General Terms and Conditions for Classic, Gold and Platinum Visa, Mastercard® and Diners Club Cards from Cornèr Bank Ltd. and/or other General Terms and Conditions applicable to the individual contractual relationship.

## 2. Participation/withdrawal/termination (in/from/of the Programme)

2.1 All individuals who own a valid Visa and/or Mastercard and/or Diners Club personal credit card issued by Cornèrcard with the billing unit in CHF and included in the Programme (see list in section 2.2 of these Terms and Conditions) will take part in the Programme automatically and free of charge.

No registration is required.

2.2 The following cards are included in the Programme:

- Cornèrcard Classic
- Cornèrcard Gold
- Cornèrcard Platinum in CHF
- Cornèrcard Zoom
- Cornèrcard WWF
- Cornèrcard Amway
- Cornèrcard Ferrari Club Switzerland
- Cornèrcard Ringier (D-CH)/Ringier (W-CH)
- Cornèrcard LLB Schweiz AG
- Cornèrcard WinWin
- Cornèrcard Swisstransplant
- Cornèrcard HC Lugano Mastercard®
- Cornèrcard SAC
- Cornèrcard Energy
- Cornèrcard Heart for India
- Cornèrcard YB Mastercard®
- Baloise credit card
- Baloise younGo credit card
- BPS (SWITZERLAND) Credit Personal Classic in CHF – BPS (SWITZERLAND) Credit Personal Gold in CHF
- Cornèr Platinum in CHF
- Cornèr Gold in CHF
- Cornèr Classic in CHF
- Diners Club Gold

However, the following cards/card types (list is not exhaustive) are **excluded from the Programme**: payment cards that allow miles to be collected (such as Miles & More credit cards), Globalcard cards (Classic, Gold and Platinum), intermediate payment cards (Globalcard, etc.), payment cards with billing units in currencies other than CHF, reloadable and disposable prepaid payment cards, corporate credit cards and prepaid cards (business), principal payment cards that do not charge an annual fee and the corresponding additional cards, Cornèrcard White credit cards, Cornèrcard FCB Mastercard®/credit cards.

**Any information** concerning which cardholders and what types of cards are excluded/not excluded from the Programme may be requested directly from Cornèrcard.

2.3 Cornèrcard reserves the right to **extend or restrict** at any time – and without giving any reason – the group of cardholders and/or the types of cards authorised to participate in the Programme.

2.4 The cardholder may **decline to participate** in the Programme at any time either by writing a letter to Cornèr Banca SA, Cornèrcard, Via Canova 16, 6901 Lugano, or by e-mailing info@cornercard.ch. If the cardholder withdraws from the Programme, the amount of cashback accumulated may not be redeemed and/or transferred in any way, but will be directly cancelled.

2.5 If the Participating Cardholder and/or Cornèrcard terminates the credit card agreement authorising participation in the Programme, participation in the Programme will be automatically terminated. The amount of cashback accumulated may not be redeemed and/or transferred in any way, but will be directly cancelled.

## 3. Statement of cashback amount/balance and other information

3.1 For every transaction performed using a credit card authorised in accordance with section 2 above, the Participating Cardholder will be credited with a **corresponding percentage of cashback** relating to the transaction in question. The currently applicable cashback percentage for each credit card (Classic, Gold and Platinum) admitted to the Programme is as follows:

Product names	Cashback for foreign currency transactions	Cashback for CHF transactions
Platinum credit cards (Visa/Mastercard)	1.7%	0.9%
Gold credit cards (Visa/Mastercard/Diners Club)	1.2%	0.6%
Classic credit cards (Visa/Mastercard)	0.6%	0.3%

During the Programme's validity period, there may be time-limited **promotional offers/activities/programmes** allowing the amount calculated as cashback to increase. The relevant details of each promotion will be duly communicated.

3.2 The percentage of cashback is **credited to the Participating Cardholder under her/his client number**. As a result, if a cardholder has several credit cards authorised to participate in the Programme under a single client number, there will only be one statement of the amount accumulated as cashback for transactions made with such cards. For **«additional cards»**, (formerly referred to as «Agents») the amount of cashback for transactions performed by the respective Participating Cardholder is credited to the Participating Cardholder of the principal card, with the latter able to independently use such cashback. No cashback amount will be credited to the Participating Cardholder of an additional card.

3.3 For **foreign currency transactions** (not in CHF), the amount to be calculated as cashback is determined on the basis of the amount in CHF currency – net of commission – charged to the billing unit of the Participating Cardholder.

3.4 **However, operations (transactions, payments, etc.) related to the following are excluded from being calculated/credited to the cashback amount:**

- Cash withdrawals
- Sending money/funds both within Switzerland and abroad (including various top-up operations, transactions/payments via TWINT account, etc.)
- Gambling, lottery, casinos and betting in general
- Charges/taxes
- Interest
- Commissions
- Charge-backs
- Arrears
- Bank transfers
- Illegal transactions
- Scan&Pay transactions
- etc.

Cornèrcard reserves the right to **expand and change**, at any time and without stating its reasons, the type of operations excluded from being calculated in the cashback percentage. Cornèrcard also reserves the right not to credit or respectively to deduct for cashback purposes (or to request the refund where already credited) of any amount that it believes has been **fraudulently** obtained.

3.5 The **current total balance** of cashback accumulated may be viewed at any time at icorner.ch, which can be accessed by entering your username and password, or on the iCornèr App. The details of the amounts calculated for each individual transaction will, however, not be visible. If you do not have access to the icorner.ch platform, you can register on the website itself.

Due to the technical time necessary, among other things, for processing transactions and making the related calculations, the amount of cashback to be calculated, or the amount accumulated, **will not be updated in real time**. Updates may take up to several days. If a completed **transaction is cancelled/refunded/ reversed** (charge-back), the corresponding amount of cashback already credited will be deducted.

Access to the icorner.ch platform/iCornèr App is gained via the **Internet and incurs the risks associated with Internet use**. Cornèrcard is not able to guarantee that access to the platform/iCornèr App and redeeming the cashback amount will be possible at any time and without interruption. The Participating Cardholder is obliged to fully protect herself/himself against the security risks associated with using the Internet, the icorner.ch platform/iCornèr App (including links) and passwords. Cornèrcard does not assume any liability in this respect.

3.6 Unless the Participating Cardholder makes a **written complaint** via info@cornercard.ch within 30 (thirty) days of receipt of the account statement, the cashback amount balance shall be deemed to have been accepted.

Cornèrcard reserves the right at any time to make the relevant **rectifications/corrections** to the cashback balance in the event that calculation errors and/or any other reasons justifying such action are discovered.

3.7 The amount of cashback calculated is **valid for at least 1 (one) year**. The amount calculated for an eligible transaction will be automatically cancelled on the last day of the twelfth month following the month in which the transaction giving rise to the cashback was entered into the accounts on the billing unit of the Participating Cardholder. If the Participating Cardholder does not redeem the accumulated amount within this period, it will automatically and definitively expire. Examples: (i) for a transaction booked on 01.04.2026, the corresponding amount credited as cashback will be cancelled on 30.04.2027; (ii) for a transaction booked on 30.04.2026 the relevant amount will also be cancelled on 30.04.2027. **If the Participating Cardholder does not collect the amount accumulated as cashback within this period, the same will be automatically and definitively cancelled, without any compensation.**

3.8 The amount of cashback **may not be transferred** to third parties at any time.

The amount of cashback accumulated will be cancelled and the (Participating) Cardholder will have no rights in the event that the contractual relationship between Cornèrcard and the (Participating) Cardholder is **terminated**, regardless of who terminated the contract. If the credit card is **lost, replaced, cancelled or stolen**, the amount of cashback accumulated will not be lost and/or cancelled, provided that the Participating Cardholder requests a new card authorised to participate in the Programme and thereby continues the corresponding contractual relationship with Cornèrcard.

3.9 In the event of **force majeure, technical problems or other justified reasons**, Cornèrcard may temporarily suspend or even definitively discontinue the calculation of the cashback amount. Any subsequent credit and/or cash payments are excluded, as are any claims related to the Programme.

## 4. Redeeming cashback accumulated/conditions

4.1 The Participating Cardholder may only **redeem/be credited with the amount of cashback accumulated** by accessing the icorner.ch platform or, alternatively, via the iCornèr App (following the instructions contained therein) and only once the minimum accumulated cashback threshold of CHF 25.00 has been reached. **Cornèrcard will not automatically redeem/credit cashback amounts.**

4.2 When the cashback amount is redeemed (see section 4.1), it will be determined and credited to **two decimal places and**, where appropriate, **rounded off** to CHF 0.05 (examples: if the accumulated cashback amount is (i) CHF 66.8453, (ii) CHF 62.13 or (iii) CHF 62.12, the amounts credited following the corresponding redemption requests will be (i) CHF 66.85, (ii) CHF 62.15 and (iii) CHF 62.10).

4.3 After the Participating Cardholder has requested a redemption, the cashback amount will be credited **within 7 (seven) days** to a credit card (not excluded from the Programme) registered under her/his client number. The Participating Cardholder will then be able to use the cashback in question. It is not possible to have the cashback amount transferred/paid to other accounts (in the name of the Participating Cardholder or third parties) or to request delivery/payment in cash or compensation of the cashback amount.

4.4

Following a redemption request, the credit will be made for the **total amount of cashback** accumulated and calculated up to that time. It is therefore not possible to redeem only part of it. After the Participating Cardholder has applied for the cashback amount to be redeemed, the balance status on the icorner.ch platform/iCornèr App will be updated within 24 hours.

4.5

From the moment that the Participating Cardholder and/or Cornèrcard **cancels the card authorising participation in the Programme and/or terminates the relevant existing contract**, the Participating Cardholder is not entitled to redeem/be credited with, in any manner whatsoever, the cashback amount accumulated. The cashback amount accumulated will be cancelled and the Participating Cardholder is not entitled to any rights.

4.6

The provisions of section 4 (including the minimum cashback threshold to be reached in order to be able to request a cashback refund) may be **changed at any time** by Cornèrcard.

#### 5. Donation of the amount accumulated as cashback

When redeeming the amount accumulated as cashback via the iCornèr App, the Participating Cardholder may be given the possibility to donate the said amount to organisations/institutions of public utility or with a public purpose based in Switzerland that are partners of Cornèrcard (hereinafter referred to as «Institutions of Public Utility»).

The list of Institutions of Public Utility to which the cashback amount accumulated can be donated is constantly updated on the iCornèr App, in the screen dedicated to the redemption of the cashback amount. Changes to the Institutions of Public Utility are not actively reported. The donation will be made for the total amount of cashback accumulated. As a result, it is not possible to donate only a part of the aforementioned amount.

Once the desire to donate the cashback amount to the chosen Institution of Public Utility is confirmed, the donation cannot be reversed.

5.2

The cashback amount allocated to the donation will be initially credited to the Participating Cardholder on a credit card (not excluded from the Programme) registered under her/his client number. Cornèrcard will subsequently and automatically debit the same amount, so that it can be transferred to the Participating Cardholder's chosen Institution of Public Utility. There may be a gap of several days between the crediting and debiting operations. As such, the two transactions may appear on two different monthly statements.

In all other respects, the provisions of section 4 – subject to the modifications and adjustments established in this section – will apply.

5.3

In case of donation of the cashback amount, Cornèrcard will pass on the Participating Cardholder's data, such as his/her first name, last name, address, contact details (e-mail and/or telephone number), and the amount donated, to the chosen Institution of Public Utility, so that the latter can contact the Participating Cardholder if necessary (potentially also for marketing and advertising purposes) and send him/her – if applicable and among other things – the donation certificate for tax purposes. With regard to the processing of the Participating Cardholder's data by the Institutions of Public Utility, reference is made to the respective links that are contained and available in the iCornèr App (under «Information on the processing of data in case of donation») which refer to the data protection provisions of the individual Institutions of Public Utility.

Cornèrcard assumes no responsibility, nor does it provide any guarantee, with regard to the issuance and accuracy of any donation certificates for tax purposes. This obligation –if applicable – is the sole responsibility of the Institution of Public Utility. Where appropriate, the Participating Cardholder will contact the Institution of Public Utility directly.

#### 6. Data collection and processing/collaboration with third parties/deletion

6.1

Cornèrcard may **commission third parties based in Switzerland and/or abroad** to carry out all or part of the Programme. To this end, Cornèrcard provides these third parties with all the data necessary in order to carry out the tasks assigned (e.g. transaction data to allow the cashback amount to be credited and client number). As a result, data may also be transferred abroad. Third parties must undertake to keep the data secret and to ensure adequate data protection. If the third party uses additional agents, it must ensure that the aforementioned obligations are both transferred to and fulfilled by such agents. The Participating Cardholder is aware of these data processing methods and acknowledges that data transmitted abroad may not be subject to the same protections offered by Swiss law and, in not withdrawing from the Programme, authorises Cornèrcard to implement these data processing methods.

6.2

If the **promotional offers/activities/programmes** (see section 3.1 above) are to be implemented in collaboration with third-party partners (e.g. a particular vendor), the Participating Cardholder acknowledges that Cornèrcard will not under any circumstances pass on to such partners or third parties the individual data of the Participating Cardholder collected in connection with the Programme (Participating Cardholder and card data), individual transaction data (data relating to details of purchases and cash withdrawals) or personalised results (individual profiles, consumption or preferences of the Participating Cardholder).

With respect to data processing as a result of any donations of the amount accumulated as cashback, the provisions of section 5, above, remain expressly and unconditionally reserved, and should be referred to for further details.

6.3

Data relating to the Programme will be **deleted** following the communication of withdrawal from the Programme and in the event of the cancellation and termination of the Programme, in accordance with the law. Further information on data protection and the law on data protection can be found at [corner.ch/en/disclaimer/personal-data](https://corner.ch/en/disclaimer/personal-data).

#### 7. Concluding provisions/miscellaneous

7.1

Cornèrcard reserves the right to **change**, at any time, the content and provisions of these Terms and Conditions and of the Programme in general, and to permanently discontinue the Programme, without giving any reason. To the extent possible, the Participating Cardholder will be informed via the appropriate channels of any changes to or the termination of the Programme.

7.2

In the event of **unlawful use** of the credit card or violation of any of these provisions and/or for other justified reasons (e.g. incorrect statements), Cornèrcard will not credit any amount of cashback, will deduct the relevant amount of cashback already credited (or may request the refund of any amounts already credited) and, if applicable, may also exclude the cardholder from participation in the Programme. In this case, any amount of cashback accumulated will be directly cancelled and the Participating Cardholder will have no rights.

7.3

If a Participating Cardholder suffers any **damage** as a result of participation in, changes to or termination of the Programme, such damage will be at the Participating Cardholder's own risk and the Participating Cardholder will be solely responsible for such damage. Cornèrcard does not assume any liability.

7.4

Announcements, information, descriptions and specifications regarding the Programme, including images, communications, etc., may be incorrect. The Participating Cardholder undertakes to carefully consult and verify the information (by contacting Cornèrcard, if necessary). **Cornèrcard accepts no liability for damage** arising as a consequence of the information provided not being accurate, complete, up to date, etc. This also applies to all information contained in links.

7.5

The Participating Cardholder of a principal card is required to **inform** the holder of an additional card of these Terms and Conditions.

7.6

**Further information and promotional offers relating to the Programme** will be brought to the attention of the Participating Cardholder via the appropriate means, for example through the Cornèrcard website and, in general, via Cornèrcard channels (by post, e-mail and SMS). In not declining to participate in the Programme, the Participating Cardholder authorises Cornèrcard to send such information. However, the Participating Cardholder may revoke at any time the authorisation to be sent such information by submitting a written request to Cornèrcard.

7.7

For the **applicable law and jurisdiction**, please refer to the contractual relationship between Cornèrcard and the cardholder or to the provisions of the applicable General Terms and Conditions.

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