

Sagicor Bank Jamaica Limited ("Sagicor Bank" or "the Bank") introduces the Sagicor Bank Pricesmart Cash Back Rewards (referred to throughout this document as "the Programme".

The Programme is a promotional incentive feature that is available to Sagicor Bank PriceSmart Visa Gold Credit Card.

The Programme allows Cardholders to access cash back only based on points accumulated through the posting of eligible transactions to the Credit Card account.

### **TERMS AND CONDITIONS**

By signing, activating, or using your Sagicor Bank issued Credit Card, you agree that you have received and read the Programme Terms and Conditions and agree to be bounded by them.

### **DEFINITIONS & INTERPRETATIONS**

"You", "your" and "Cardholder" means the Primary Cardholder to whom a Sagicor Bank Credit Card is issued.

"We," "our," "us," "Sagicor Bank" and "the Bank" means, as applicable, Sagicor Bank and its branches.

"Cap" means the maximum number of Sagicor Points you can earn in any specified period based on the total net purchases posted to your Card Account.

"Card" means any Sagicor Bank Credit Card that has been issued in connection with a Sagicor Bank Card Account and all renewals and replacements of that card which participates in the Sagicor Bank Pricesmart Cash Back Rewards.

"Card Account" means the Sagicor Bank Credit Card account opened in your name.

"Card Agreement" means the Sagicor Bank Credit Card Credit Card Terms and Conditions with us.

"Merchant" means the goods or services provider with which the Cardholder has undertaken to complete a transaction using their Sagicor Bank Credit Card.

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"Merchant Funded Rewards" means special limited time promotional offers made by select merchants in conjunction with Sagicor Bank affecting the redemption of, or earn rate for, reward points by Sagicor Cardholders.

"Net Monthly Purchases" means Qualifying
Purchases performed during a month less refunds,
merchandise returns and disputed charges posted
to the account during the same period.

"Primary Cardholder" means (1) a person who applied and was approved for a personal Credit Card OR (2) Authorised user indicated as the Primary Cardholder on a Business Credit Card.

"Supplemental or Additional Cardholder" means a person to whom we have issued a Credit Card on your account at your request.

## "Qualifying Purchase"

a) In relation to Consumer Cards, Qualifying Purchase means any retail, signature-based purchase, internet purchase, phone or mail order purchase, or automatic bill payment made with a Consumer Card for personal, household or family purposes.

"Sagicor Bank PriceSmart Visa Gold Rewards points" and "points" means the points credited to your Sagicor Rewards Points Account based on the scoring of transactions posted to your Card Account.

"Sagicor Bank PriceSmart Visa Gold Rewards
Points Account" means the Sagicor Bank Account
opened in your name for crediting and debiting of
Sagicor Bank Pricesmart Visa Gold Rewards Points
earned or redeemed in connection with the
Programme.

"SMS" means short message service, or text message, containing information on your Sagicor Rewards account activity and sent by Sagicor Bank, upon instruction, to your device through the cellular telephone service network provider. Your device will be identified by the mobile telephone number provided by you to Sagicor Bank.



These Terms and Conditions are in addition to and should be read in conjunction with the Sagicor Bank Credit Card Terms and Conditions. In the event of any conflict between these Terms and Conditions and that of the Credit Card Terms and Conditions, the Programme Terms and Conditions shall prevail to the extent of any conflict or inconsistency.

The Programme is made available to you by Sagicor Bank free of charge.

### **ELIGIBILITY REQUIREMENTS**

Under the Programme, you earn points every time you make a Qualifying Purchase with a valid Sagicor Bank Credit Card. Participation eligibility criteria are as follows:

- 1. You must be the legal holder of a Credit Card issued by Sagicor Bank in your name.
- 2. The rewards programme is automatically available to all Sagicor Bank Pricesmart Visa Gold card holders with card account in good standing. We reserve the right to determine, at our sole discretion, whether a particular Card or Cardholder is eligible to participate in the Programme.
- 3. The Merchants retain the right to request independent identification from you.
- 4. Your account must be in good standing and not over-the-limit or in arrears. Your account may stop earning Sagicor Bank PriceSmart Visa Gold Rewards points if we haven't received one (1) minimum payment by the due date as set out on your monthly Credit Card statement which can be rectified by payment in full of all outstanding minimum payment amounts. However, all accumulated and pending Sagicor Bank PriceSmart Visa Gold Rewards will be forfeited if we haven't received your minimum payment amount for three (3) consecutive due dates, or if your Credit Card account is frozen,

cancelled, delinquent, written-off, fraudulently obtained, or in default of the Credit Card Terms and Conditions.

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- 5. Sagicor Bank reserves the right at any time and without notice, to modify or discontinue, temporarily or permanently, the Programme in whole or in part. We may change, modify or delete any aspect of the Sagicor Bank PriceSmart Cash Back Rewards Programme and these Terms and Conditions at any time without prior notice to you. Without limiting the generality of the foregoing, Programme changes may include, but are not limited to (i) changes to the restrictions, benefits or features in whole or in part applicable to the Programme; (ii) changes to any Reward(s), (iii) changes to the Sagicor Bank PriceSmart Visa Gold Rewards points required to be redeemed for any cash back, or (iv) changes to the formula upon which Sagicor Bank PriceSmart Visa Gold Rewards points are earned.
- 6. Sagicor Bank PriceSmart Visa Gold Rewards points are personal to you and cannot be traded or willed except with our written permission and in accordance with these Terms and Conditions. Any assignment or transfer in violation of these Terms and Conditions will be considered null and void and may, in our sole discretion, result in the cancellation of your reward points or the termination of your membership in the Programme.
- 7. You will not be able to redeem any reward points unless your Credit Card Account is in good standing at the required time. Transactions cannot be conducted with credit card that is not in good standing and consquently will not earn Rewards points.
- 8. The Bank reserves the right to invalidate points earned where these were accumulated as a result of activity that violates the terms under which the Card Account was issued as determined under the Bank's Rights and Obligations, Section 3.0 of the Credit Card Terms and Conditions.

## EARNING SAGICOR BANK PRICESMART VISA GOLD REWARDS

1. Sagicor Bank Pricesmart Visa Gold card will earn Rewards points based on the points schedule in effect from time to time. Please visit our website at



sagicor.info/PricesmartGoldCard for details.

### 2. Points earned at PriceSmart

You may earn 4% on every JMD\$100 spent on purchases made at all Pricesmart Jamaica locations, including purchases made on-line through Pricesmart Jamaica website. Four (4) rewards points is equivalent to JMD\$4.00.

Points earned within PriceSmart is capped at 75,000 points for every 12 month period.

#### Points earned at all other locations

You may earn 1% on every JMD\$100 spent on all other purchases made outside of Pricesmart Jamaica. Points earned outside of PriceSmart Jamaica are unlimited. One (1) reward point is equivalent to JMD \$1.00. The Bank may at its sole discretion modify the rate at any time without prior notice.

- 3. Your reward balance will reflect the net position of purchases charged to your Credit Card account at any point in time.
- 4. All Sagicor Bank PriceSmart Visa Gold Credit Cards are eligible to redeem rewards points for all available options subject to the exclusions as outlined in your card product welcome guide or on our website. For more product rewards information, visit our website at sagicor.info/PricesmartGoldCard.
- 5. There will be one reward balance for Qualifying Purchases made with all Cards issued on any given Sagicor Bank PriceSmart Visa Gold Credit Card account. Qualifying Purchases made with authorised Additional and Supplementary Cards will earn Sagicor Bank PriceSmart Rewards points toward the Sagicor Bank PriceSmart Visa Gold Credit Card Rewards account of the Primary Cardholder only.
- 6. The numbers of Sagicor Bank PriceSmart Rewards points earned for the current period, accumulated points and redeemed points will be available via monthly rewards statement. This statement will be sent via email to the email address on the primary cardholders's credit card account.

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Additionally, our credit card Client Care Team can provide assistance and information relating to cardholders' reward account. Contact us by calling the Sagicor Client Care Centre at 888-SAGICOR (724-4267) or send email to SBJ\_RewardsRedeem@sagicor.com.

- 7. Redemption of your Sagicor Bank Pricesmart Visa Gold Rewards points will be available via our website at sagicor.info/PricesmartGoldCard.
- 8. The minimum redemption amount is JMD \$3,000.00. This information is available on Sagicor Bank PriceSmart Credit Card webpage.
- 9. Reward Points will be redeemed on a "first in, first out" basis, meaning that the first points earned will be the first points redeemed over the life of your rewards account.
- 10. All Reward Points earned and accumulated on your Sagicor Bank credit card account will expire if you do not process at least one redemption activity every thirty-six (36) months (starting from the anniversary date of the first Sagicor Bank PriceSmart Rewards points accrual and every 36 months thereafter). All accumulated and unused reward points on your Sagicor Bank PriceSmart Visa Gold credit card account will be forfeited once you submit a formal request for cancellation, your account has been closed by Sagicor Bank or otherwise terminated or 90 days overdue.
- 11. Variance in exchange rates may affect posting of cross currency transaction amounts to your Sagicor Bank Credit Card billing account for rebates and cash back payments.

## Your Reward Account or Redemption Request Details

12. We may send electronic communications or alerts to you by any method subject to our discretion, including electronic mail, in-app notifications, postings to the Sagicor Bank PriceSmart Visa Gold webpage, and/or SMS messages. Your authorization for Sagicor Bank to direct information via contact details that you would have provided, including but not limited to



information on rewards account points balance. All alerts and communications from us to you via electronic channels are deemed delivered when sent. You release us from any liability or claim as a result of your non-receipt of such documentation sent to you through these means. You are responsible for advising us of any change of your e-mail or mailing address.

## SAGICOR BANK PRICESMART CASH BACK REWARDS

- 13. You may only redeem your points for cash back.
- 14. Points shall be redeemable on request as cash back **only**. There shall be a minimum redemption amount of \$3,000.00 points equivalent to J\$3,000.
- 15. A statement will be emailed on a monthly basis with current points earned and accumulated with a redemption form for cash back application.
- 16. Cash back will be credited to your Pricesmart Visa credit card within 3-5 business day. All Cash Back will be in the form of a statement credit to your credit card account.

### **OTHER CONDITIONS**

- 17. Rewards points do not constitute your property for any purpose. The reward points may only be used in accordance with these terms and conditions.
- 18. Any discounts, rebates or promotional offers made available through this Sagicor Bank Pricesmart Cash Back Rewards Programme, may not accumulate with other discount, rebate, or promotional offer made available by Sagicor Bank or any Participating Merchant. Only one (1) rebate, discount or offer is available per card account per purchase. The rebate, discount or offer may not be divided between different cards or Cardholders.
- 19. The Participating Merchants retain the right to identify eligible purchases or exclude certain items from the Programme. We recommend that you enquire about the discounts, rebates or promotional offers available at the time of or before completing the transaction with any Participating Merchants.

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- 20. Participating Merchants and their establishments as well as eligible products and services may vary from time to time, without prior notice.
- 21. The quality, merchantability, suitability of the product and services, transaction of purchase and sale, lease, hire, delivery, product warranties, return of merchandise, refunds, credits and generally all aspects of the transaction made between you and the Participating Merchants may remain the responsibility of some Merchants, agents, independent entities or partners in this Programme. Sagicor Bank will not be responsible or liable for any part of the transaction and the underlying products or services. In addition, Sagicor Bank does not necessarily endorse the Merchants nor their products or services.
- 22. Sagicor Bank shall not be liable for any damages, direct or indirect, consequential, incidental, damages for loss of profit, business opportunity or opportunity cost, related to the performance or non-performance of any Participating Merchant, products or services, whether such damage may have or not been foreseen, even where Sagicor Bank may have been advised of the possibility of such loss or damages.
- 23. Fees and charges where indicated are inclusive of GCT.
- 24. Cardholder agrees to the receipt of marketing information related to the Sagicor Bank PriceSmart Cash back Rewards Programme via mail, email or SMS based on their confirmation of these settings on our reward website and/or related applications.

### **LIMITS ON LIABILITY**

- 25. We are not liable for and you release us from any and all claims in respect of:
- a) Any accident, loss, damage or injury to you arising out of use of your Sagicor Bank PriceSmart Visa Gold Rewards.
- b) Suspension or termination of the Programme for any reason.



- c) Suspension or termination of your membership in the Programme, the closing of your Sagicor Bank PriceSmart Rewards Points Account, or the cancellation, forfeiture or invalidation of any or all your Sagicor Bank PriceSmart Visa Gold Rewards Points.
- d) Cancellation of any Reward.
- e) Non-availability of any requested rewards.
- f) Correspondence which is lost or delayed in the mail or otherwise or misdirected communications such as mail or e-mail or any consequences thereof
- g) Any errors or omissions in any brochure or other sources.
- h) Claims resulting from performance or failure to perform by a supplier.
- 26. In no event will Sagicor Bank, its directors, officers, agents or employees be liable to you for any consequential, incidental, exemplary or punitive damages.
- 27. Cardholders should carefully examine their reward points in the details outlined on their rewards statement that is emailed to them monthly. In case of errors, you should notify us, in writing, within 60 days from the activity date. After 60 days from the activity date, our records of your Sagicor Bank PriceSmart Rewards Points Account and the details of any transactions will be considered correct and binding upon you. Thereafter, we will be released from any claim with regards to your Sagicor Bank PriceSmart Rewards Points Account.
- 28. You are responsible to advise us of any changes of contact information or address (including email address, home or mailing address) and provide us with updated documentation including but not limited to Identification and Tax Registration Number.
- 29. Sagicor Bank makes no warranties or representations of anykind regarding the

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Programme, which is provided on an as-is basis. The Bank expressly disclaims any warranty and conditions including implied warranties and conditions of merchantability, fitness for a particular purpose, title, noninfringement, and those arising by statute or otherwise in law or from a course of dealing or usage of trade of any reward in the Reward Programme. You agree that Sagicor Bank will not be liable to you or to any third party for any modification or discontinuation of this Programme.

30. Sagicor Bank will not be liable for any reduction of points due to redemption by any supplementary or additional cardholder who has submitted redemption request for cash back via web form or online.

### MERCHANT FUNDED REWARDS

31. Details for special promotional rewards will be communicated in accordance with the scheduled start of each promotion. Rules for eligibility, earning and usage of points will supersede the standard eligibility, earn and usage rate applicable to the Sagicor Bank PriceSmart Cash Back Rewards Programme.

### **GENERAL INFORMATION**

- 32. You may call our Sagicor Contact Centre at 888-SAGICOR (724-4267) to speak with a representative for assistance or visit the Sagicor Bank Pricesmart Visa Gold webpage at sagicor.info/PricesmartGoldCard for more information.
- 33. Fraud or abuse in the use of Sagicor Bank PriceSmart Visa Gold Rewards Points may be subject to immediate administrative or even legal action.
- 34. We may share, exchange and disclose such information about you with other parties, such as participating partners, merchants or service providers, as required to administer the Programme or to fulfil the redemption requests under the Programme or pursuant to a court order or pursuant to a governmental agency holding legislative power to compel such disclosure.



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35. We will notify you of any changes to the Programme features or the Programme terms and conditions in accordance with applicable law and in any of the following ways: a notice on the Sagicor Pricesmart Visa Gold webpage at sagicor.info/PricesmartGoldCard, a notice on the Sagicor Bank website, via email, SMS, in our branches, in your monthly statement, prominently displayed on our ATMs, or addressed to you at your last address in our records. We will post the revised Sagicor Bank PriceSmart Cash Back Rewards Programme terms and conditions on our website. Your continued use of the Credit Card account means that you agree to and accept the new Sagicor Bank PriceSmart Cash Back Rewards Programme terms and conditions as amended. All requests for removal from the Programme are final and will be applicable to all cards on the account where the request was made for exclusion of the Primary card. Supplementary or additional cards may be removed on request by the Primary Cardholder.

### **GOVERNING LAW**

1. The provisions of these Terms and Conditions shall be governed by the Laws of Jamaica and the Cardholder hereby waives any defence of inconvenient forum or such other defence in opposition to Jamaican Courts which shall have jurisdiction to hear and determine disputes in respect of these Terms and Conditions.