TERMS & CONDITIONS

Please carefully read and understand the following terms and conditions governing the **SAGICOR BANK PRICESMART VISA GOLD CREDIT CARD 15% CASHBACK CHRISTMAS PROMOTION (hereinafter "the Campaign" or "Promotion").** This is a legally binding contract which contains provisions of your rights during the campaign to protect both you and the Bank.

All other definitions contained in Sagicor Bank PriceSmart Visa Gold Rewards Terms and Conditions and Sagicor Bank's Cardholder Agreement apply to these terms and conditions.

This promotion is organized by PriceSmart Jamaica Limited("PriceSmart") and Sagicor Bank Jamaica Limited ("the Bank").

1. DEFINITIONS

'The Bank' or "Sagicor Bank" refers to Sagicor Bank Jamaica Limited

'Promotion Period' refers to the duration of this campaign:
Entry to the campaign commences on December 16,2022 at 12:00a.m. (Jamaica Time) and ends on December 31,2022 at 11:59 p.m.

'Eligible Cardholder' means a person to whom a Sagicor Bank PriceSmart Visa Gold Credit Card has been issued by the Bank.

'Eligible Purchase' or '**Qualifying Transaction'** means buying any goods online or in-stores costing a minimum of J$30,000 (including GCT) at any PriceSmart Jamaica location, and does not include Balance transfer, Cash advance transactions and membership fee.

'Eligible Merchant' refers to PriceSmart Jamaica Limited.

'Statement date' refers to a date a credit card statement is billed and generated for a specific month.

"Cap' means the maximum amount a cardholder can receive in statement credit.

'Online purchases' or **'E-commerce purchases'** mean payment transactions made over the Internet from PriceSmart Jamaica.

'Good standing' means the primary credit card account must be in full compliance with this agreement, including having made at least the minimum monthly payment due for a minimum of 12 months.

'Cashback' refers to an accrued amount of 15% earned on eligible purchases made by an Eligible Cardholder who makes an eligible purchase. Once the Promotional Period ends on December 31, cardholders will revert to their original 4% Cashback.

'Statement credit' refers to credit or payment made to the cardholders' credit card account as an incentive earned for making an eligible purchase. Cardholder will be eligible to receive a one (1) time statement credit for the Promotional Period.

'**Cashback Earn Structure'** refers to the breakdown of the 15% cashback amount.

2. TERM OF OFFER

- To qualify for this offer, Eligible Cardholders are **required** to make a qualified transaction of J$30,000 or more using their Sagicor Bank PriceSmart Visa Credit Card during the Campaign Period.
- The cashback of 15% will be limited to the Promotional Period.
- Transaction amount(s) must meet a minimum of J$30,000 in a single receipt to be eligible for a statement credit.
- Purchase type transactions, however initiated, must be posted to the credit card account by **Monday, January 02, 2023, at 11:59 p.m.** to be eligible for entry.
- **Statement credit is capped at a maximum of J$7,000 and will be applied in Jamaican dollars.**
- Cashback will be applied to the primary credit card account (as determined by Sagicor Bank records) linked to the Sagicor Bank PriceSmart Visa Gold Credit Card used to make the eligible purchase.
- Account must be in Good Standing for the statement credit to be applied.
- The Promotion is open to all Eligible Cardholders, including supplemental/additional and co-applicant/ joint cardholder.
- Any refunds or credit adjustments from any purchase made at PriceSmart Jamaica Limited will result in a net adjustment to the qualifying transaction amount that is reflected on the authorized user's statement at the end of the campaign period.
- Cashback earned is based on the aggregate of the qualifying transaction amounts reflected on the primary card account (including transactions done by joint/co-applicants and supplementary cards). Therefore, all qualifying transactions done by authorized users (including joint/co-applicants and supplementary cards) will be aggregated and can only earn one instance of cashback.
- Total transaction amount includes any GCT portion that was included in the spend.

- The JMD transaction billing amount on the credit card will be used to determine whether the transaction is a qualifying transaction.

3. DESCRIPTION OF PRIZE/CASHBACK EARN STRUCTURE

- The **4%** Cashback Reward will be in the form of **reward points** posted to cardholders' Sagicor Bank PriceSmart Visa Gold Credit Card Reward Accounts.

- **11%** Cashback Reward in the form of a **one-time statement credit** will be applied to the cardholder's credit card account based on the total transaction amount spent during the promotional period.

4. APPLICATION OF CASHBACK BASED ON EARN STRUCTURE

Statement Credit of 11% will be applied to the primary cardholder's statement on **Monday, January 16, 2023,** while the Cashback amount of 4% will be posted to the client's reward account on their statement date.

NB. *Cashback amount of 11% will appear as '**SBJ PriceSmart Christmas** **Cashback'** on the primary cardholder's credit card statement.*

5. ELIGIBILITY

I. ELIGIBLE PRODUCTS

The Promotion is open to all Sagicor Bank PriceSmart Visa Gold Credit Card

II. ELIGIBLE ACCOUNTS

All new and existing secured and unsecured accounts opened on the eligible Sagicor Bank PriceSmart Visa Gold Credit Card product.

6. EXCLUSIONS

The following transaction types do not qualify for cashback:

- (a) fees/annual fee charges; (b) interest charges; (c) cash disbursements; (d) cash advances and ATM withdrawals; (e) balance transfer and balance transfer charges; (f) loans and other miscellaneous fees and recurring payments (g) purchase returns/credit vouchers/refunds (h) service/transaction charges or adjustments (credit/debit) do not qualify as a purchase transaction and are not eligible for entry.
- Entries from unauthorized card use or made with lost or stolen or fraudulent Sagicor Bank PriceSmart Visa Gold Credit Cards are invalid.

7. PARTICIPATION

- Participation in this Promotion occurs when cardholders who are eligible in accordance with these Terms and Conditions make a Qualifying Transaction.
- The use of Sagicor Bank PriceSmart Visa Gold Credit Card to make a purchase constitutes the primary cardholders' and supplemental/joint cardholders' consent to participate in this Promotion.
- By receiving, using or accepting any benefit of this Cashback, the Eligible Cardholder acknowledges to have read these Terms and Conditions and to have duly agreed to be absolutely bound by these Terms and Conditions.
- A Credit Cardholder may terminate its participation in the Promotion at any time by notifying us via email at **SBJ_RewardsRedeem@sagicor.com** or call our Client Care Centre at 888-SAGICOR (724-4267). However, there may be a delay of up to thirty (30) days in effecting such termination, as determined at the discretion of Sagicor Bank.
- If a cardholder's card is written off, closed, cancelled or terminated at any time for any reason, whether by the Sagicor Bank or the primary cardholder, the cardholder will immediately be disqualified from participating in the Promotion and any unpaid cashback shall automatically and immediately be forfeited.

8. ADVERTIZING AND PROMOTION

- The Promotion will be a publicly advertised on the Sagicor and PriceSmart's social media pages.
- Sagicor.com/en-JM will host a landing page with the Promotion Rules.
- The Promotion will also be advertised via SMS and Email using the contact information maintained in Sagicor Bank's credit card management system, and via Email using the email address maintained in PriceSmart Jamaica Membership database.
- The promotion will also be advertised in stores at PriceSmart Red Hills and PriceSmart Portmore Club.

9. LIMITATION OF LIABILITY

- Statement credit must be accepted as awarded and cannot be transferred, assigned, substituted, or redeemed for cash. Sagicor Bank and PriceSmart will not be liable for any changes to the Cashback benefit occurring outside of their control.
- Sagicor Bank reserves the right to verify the eligibility of participants.
- By entering this Promotion, all entrants agree to these Terms and Conditions.
- All decisions by Sagicor Bank and PriceSmart, in respect of all matters relating to the Promotion shall be final.
- Recipients of the Cashback agree and consent to (except where prohibited by law) Sagicor Bank using the winner's name, picture, and likeness for advertising and promotional purposes, and to

take part in any publicity event(s) arranged by Sagicor Bank, resulting from this prize, without further compensation.

- Participants are advised to obtain independent legal advice at their own expense in relation to their participation in the Promotion. Sagicor and PriceSmart will not be responsible for any consequences that any participant may suffer (including without limitation any damage, loss, injury, or disappointment), or that results in an infringement of any law or regulation, by entering the Promotion or the participant's acceptance of any prize.
- To the fullest extent permitted by law, each participant in the Promotion is deemed to have waived any right he/she has or may have against Sagicor Bank and its officers, servants, cobrand partners, employees, sponsors, representatives and/or agents (including without limitation, any third party service providers or vendor that Sagicor Bank may engage for the purposes of the Promotion) in respect of any loss or damages howsoever arising whether in contract, tort, negligence or otherwise, in connection with the Promotion even if Sagicor Bank has been advised of the possibility of such damages in advance.
- Sagicor Bank and PriceSmart reserve the right in its absolute discretion to amend, suspend or terminate this Promotion at any time with or without notice
- Sagicor Bank does not endorse and will not be responsible or liable for any part of the transaction of the underlying products or services including but not limited to the quality, delivery, warranties, refund, or exchange policy of PriceSmart which remains the responsibility of PriceSmart. Sagicor Bank represents that there exists a partnership between PriceSmart and the Bank, however, Sagicor Bank and PriceSmart are independent contractors. Sagicor Bank will not be liable for any loss, theft or damages related to the performance of PriceSmart, their products, or services.
- Sagicor Bank reserves the right to void the scoring of all transactions done by an Eligible Cardholder, who Sagicor Bank believes to have tampered with or impaired the administration, security, fairness, or proper operation of this Promotion.
- Sagicor Bank may, in its sole discretion, reverse any cashback benefit or a portion thereof if the Bank determines that a Participant has been unjustly rewarded.
- Sagicor Bank does not accept liability for reduced eligibility due to exchange rate fluctuation.
- Participants agree to be bound by the terms and conditions and any other requirements set out in the promotional material and Terms and Conditions. Refusal to agree or non-compliance with or breach of these Terms and Conditions may result in the participant being disqualified at any stage of the Promotion, and Cashback won/awarded may be forfeited, withheld, withdrawn, or reclaimed.
- The processing of the participants' personal data shall be for the sole purpose of facilitating the Promotion and will be processed by Sagicor Bank and PriceSmart in accordance with applicable law and policies.
- These Terms and Conditions shall be governed by the laws of Jamaica.