

**RHB BANK BERHAD  
RHB Credit Card Services  
Tesco-RHB Credit Card  
TERMS AND CONDITIONS**

All the expressions herein shall have the same meaning as set out in the RHB Credit Card Services VISA Card/MasterCard Cardholder Agreement except where the context otherwise requires and where expressly stated to the contrary:

**1. DEFINITIONS AND INTERPRETATION**

1.1 Unless the context otherwise requires the following words and expressions shall have the meanings respectively set out opposite them:

**“Cash Back”** means cash earned by the Co-Brand Cardmember in respect of expenditure charged to the Co-Brand Card.

**“Clubcard Points”** means points earned by the Co-Brand Cardmember in respect of expenditure charged to the Co-Brand Card.

**“Co-Brand Card”** means the Tesco-RHB Co-brand credit card issued by RHB Bank, which includes Tesco’s logo imprinted thereon, and/or any other name, logo and/or trademark as may be determined by RHB Bank from time to time, unless otherwise stated.

**“Co-Brand Cardmembers”** means the holders of the Co-Brand Card, and includes both principal and supplementary cardmembers, unless otherwise stated.

**“Maximum Cash Back”** means the maximum amount of cash that can be earned by the Co-Brand Cardmember within one Co-Brand Card billing cycle to another.

**“Merchant”** means any retailer or other person, firm or corporation, its employees, servants or agents which agrees to accept or cause its offices, outlets, shops, stores, business premises and locations in Malaysia or elsewhere to accept the Co-Brand Card when properly presented to allow a Cardmember to make credit card transaction to the Co-Brand Card.

**“Non-Tesco Products and Services”** means the products and services other than Tesco Products and Services.

**“Principal Co-Brand Cardmembers”** means the principal cardmembers to which RHB Bank has issued the Co-Brand Card.

**“Reward Program”** means the program under which Co-Brand Cardmembers are entitled to accumulate the Clubcard Points which will be converted into Tesco Vouchers (as hereinafter defined) and receive the Cash Back

**“Supplementary Co-Brand Cardmembers”** means a holder of a supplementary Co-Brand Card issued by RHB Bank at the request of the principal Co-Brand Cardmember.

“**Tesco**” means TESCO STORES (MALAYSIA) SDN BHD (Company no. 521419 K), a company incorporated in Malaysia under the Companies Act 1965 and having its principal place of business at Mezzanine Floor, No. 8, Jalan PJU 7/4, Mutiara Damansara, 47800 Petaling Jaya, Selangor Darul Ehsan, Malaysia including its subsidiary, related and/or associate companies, and brand names under Tesco and/or its subsidiaries, related and/or associate companies and includes its successors in title and permitted assigns.

“**Tesco Stores**” any retail outlet operated and managed by Tesco in Malaysia designated as a Tesco store for the purposes of this Agreement.

“**Tesco Products and Services**” means the products and services offered by Tesco at the sales floor within Tesco Stores.

“**Voucher**” means Tesco Clubcard cash vouchers awarded to eligible Co-Brand cardholders.

- 1.2 Unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:
- (a) words denoting one gender include all other genders and words denoting the singular include the plural and vice versa;
  - (b) words denoting persons shall also include their respective heirs, personal representatives, and successors in title or permitted assigns;
  - (c) any reference to a sub-clause, clause or party is to the relevant sub-clause, clause or party of and to this Agreement and includes all amendments and modifications made to this Agreement from time to time in force;
  - (d) any reference to a statutory provision includes any modification, consolidation or re-enactments for the time being in force, and all statutory instruments or orders made pursuant thereto;
  - (e) the word "Ringgit Malaysia" and the abbreviation "RM" mean the lawful currency of Malaysia;
  - (f) any reference to a "Business Day" is to a day on which RHB Bank is open for business in Kuala Lumpur;
  - (g) if any period of time falls on a day, which is not a Business Day, then that period is to be deemed to only expire on the next business day;
  - (h) the headings in this Agreement are inserted merely for convenience of reference and shall not affect the interpretation of the provisions herein contained;
2. The Co-Brand Card can only be utilized for purchases of Tesco Products and Services and Non-Tesco Products and Services for personal consumption of a natural person only and cannot be used for business and commercial purchases. RHB Bank reserves the right to terminate with immediate effect any Co-Brand Credit Card utilized for business and commercial purchases and not to award the rewards from the Co-Brand Card for purchases charged to the Co-Brand Card, which are deemed to have been made for business and commercial purchases.

### 3. REWARD PROGRAM

3.1 The Co-Brand Card is applicable to Principal Co-Brand Cardmembers and Supplementary Co-Brand Cardmembers with active and good conduct of account. The Co-Brand Cardmembers shall not be entitled to participate in any other reward program offered by RHB Bank with respect to the credit cards issued by RHB Bank other than the Co-Brand Card. Further, holders of credit cards issued by RHB Bank other than the Co-Brand Credit Card shall not be entitled to Co-Brand Reward Program unless determined otherwise by RHB Bank.

3.2 Subject to the terms herein, Co-Brand Cardmembers shall be eligible for Cash Back rewards in the following manner:

- a) 2% Cash Back is awarded to Co-Brand Cardmembers for transactions spend at Tesco stores only.
- b) The Cash Back is accumulated on a monthly basis, which shall commence from date of issuance of the Co-Brand Card.
- c) Maximum Cash Back is calculated at 40% of total monthly retail spending, which is capped at RM50 (Ringgit Malaysia Fifty) per month.
- d) RHB Bank shall have the right at its sole and absolute discretion to modify and/or alter the Cash Back percentages without prior notice to the Co-Brand Cardmembers and such modifications and alterations shall be effective on such date or dates as shall be determined by RHB Bank.

Illustration:

<b>Scenarios</b>	<b>Monthly total spend</b>	<b>Tesco spend</b>	<b>Capping 40%</b>	<b>Maximum Cash Back</b>	<b>2% Cash Back</b>
1	RM5,000	RM3,000	RM2,000	RM50	RM40
2	RM9,000	RM3,600	RM3,600	RM50	RM50
3	RM2,000	RM0	RM800	RM50	RM0

3.3 Subject to the terms herein, Co-Brand Cardmembers shall be eligible for Clubcard Points in the following manner subject to such variations as may be made at the sole discretion of RHB Bank:

- a) Co-Brand Cardmembers are required to be a Clubcard member and present the Tesco Clubcard to be rewarded 2 (two) Clubcard Points for every RM2.00 spent at Tesco stores. Otherwise, only 1 (One) Clubcard Point will be awarded should the Co-Brand Cardmembers uses only his/her Co-Brand Card.
- b) Co-Brand Cardmembers who spend on Non-Tesco Products and Services are entitled to collect 1 (one) Clubcard Point for every RM2.00 spent.

3.4 Additional Cash Back and Clubcard Points may be given from time to time on tactical campaigns to promote the Reward Program.

3.5 RHB Bank shall allocate the Cash Back and Clubcard Points to the eligible Co-Brand

Cardmembers based on the Principal Co-Brand Cardmember's Tesco Clubcard number and Co-Brand Credit Card, which are not blocked, cancelled or terminated by RHB Bank.

- 3.6 Subject to clause 3.5 above, only the primary Tesco Clubcard holder shall be entitled to enjoy rewards of the Clubcard Points as stated above during his/her lifetime. The primary Tesco Clubcard holder shall not be entitled to nominate another person, including a supplementary Clubcard holder to receive the items rewarded to the main Tesco Clubcard holder.
- 3.7 Rewards accumulated by Supplementary Co-Brand Cardmembers of Co-Brand Credit Card will be credited into the Principal Cardmembers of Co-Brand Credit Card. The total Rewards accumulated by the Supplementary Co-Brand Cardmember will be reflected in the Principal Cardmembers monthly credit card billing statement.
- 3.8 The Co-Brand Cardmembers hereby acknowledges that there is a lapse of time between a transaction made using the Co-Brand Credit Card and the crediting of the Clubcard Points into his/her Tesco Clubcard account. As such, RHB Bank does not represent and warrant that the Clubcard Points accumulated prior to a proposed redemption is immediately available for redemption at Tesco Stores. RHB Bank reserves the right to deduct the Clubcard Points or cancel the Reward Program from the Cardmembers account without any prior notice.
- 3.9 The Vouchers will be mailed with Clubcard Statement by Tesco to the Co-Brand Credit Cardholders who have accumulated a combined total of at least 150 points by end of each collection period (collection periods may vary). The level of reward given by Tesco will be based on number of points that the Co-Brand Cardmembers have collected from the use of the Co-Brand Credit Card on Tesco Products and Services or non-Tesco products and Services at the end of the collection period. Clubcard Points that fall between the level of reward and the next level will be "carried over" as the starting balance(s) for the next collection period. The current levels are multiple of 50 Clubcard points. Tesco reserves the right to vary the rate at any time in accordance with the Clubcard terms and conditions.
- 3.10 The terms and conditions governing the use of the Vouchers can be found on the back of the Vouchers.
- 3.11 RHB Bank shall not be responsible or liable for any inconvenience, loss or damage suffered by a Co-Brand Cardmember as a consequence of, and without limitation to, the following: -
  - a) Any malfunction, defect or error in any card terminal or other systems of authorisation howsoever caused resulting in a failure to determine the total Clubcard Points or Cash Back in any Co-brand Credit Card account or a failure to effect or complete any transaction; or
  - b) Any delay or inability on the part of RHB Bank to perform any of its obligations pursuant to this Agreement as a result of any electronic, mechanical, system, data processing or telecommunication defect or failure, or any other event outside the control of RHB Bank.

- 3.12 RHB Bank shall be entitled at anytime to cancel Clubcard Points awarded if the relevant products to which such award relates are returned or cancelled for any reason and refund of the purchase price is given.
- 3.13 RHB Bank and Tesco may at its sole and absolute discretion amend, alter, cancel or replace the Reward Program with alternative customer loyalty program deemed suitable by it.
- 3.14 Reward Program is awarded based on the following terms:
- a) Co-Brand Card account is not cancelled, terminated, blocked or exceeded the allocated credit limit by RHB Bank;
  - b) Co-Brand Card account is valid and has good credit standing with no default payments in the Co-Brand Cardholder's account;
  - c) No rewards shall be awarded for government service tax, similar taxes, cash advance, cash withdrawals, RHB Bank SmartMove, Smart Pay, Smart Installment or similar programme, whichever name called;
  - d) Rewards awarded are not transferable to any third party and not exchangeable for cash, credit or kind,
  - (e) Until the Co-Brand program ends.
- 3.15 RHB Bank shall have the right at its sole and absolute discretion to vary, modify or amend the benefits or rewards of the Co-Brand Card as stipulated in these terms and Conditions, including but not limited to, the mechanism for the calculation and award of Cash Back and Clubcard Points to the Co-Brand Cardmembers. RHB Bank shall duly inform Co-Brand Cardmembers of such variation, modifications and amendments by letter or any other modes, and such variation, modifications and amendments shall be effective on the date stipulated in the letter or any other modes of notice to the Co-Brand Cardmembers as shall be determined solely by RHB Bank.
4. RHB Bank shall not be responsible for any unauthorized redemption or any other transaction involving the Reward Program howsoever arising.
5. RHB Bank's decisions on all matters pertaining to the Reward Program shall be binding on all Co-Brand Cardholders.
6. These Terms and Conditions shall prevail over any provisions or representations contained in any brochure or other promotional materials advertising the Reward Program.
7. RHB Bank reserves the right to amend the terms and conditions set out above from time to time and such amended terms and conditions shall be applicable to and binding on, all Co-brand Cardmembers.
8. Travel Accident Insurance Coverage is not available for Co-Brand Cardmembers.
9. Purchase Protection Insurance is not available for Co-Brand Cardmembers.

10. If there is a conflict or discrepancy between the English text of these terms and conditions and any translation thereof, the English text shall prevail.
11. This terms and conditions shall be governed and construed under the laws of Malaysia and the Co-Brand Cardmembers agrees to submit to the exclusive jurisdiction of the Courts of Malaysia.
12. In the event of any ambiguity arising from this terms and conditions, such ambiguity shall be resolved by RHB Bank. RHB Bank's construction of the meaning of any provision and where applicable, its choice of the appropriate provision to be applied to a particular situation, shall be final and binding on the Co-Brand Cardmember.
13. RHB Bank may at any time without liability to the Co-Brand Cardmember, disclose any information concerning the Co-Brand Cardmember and/or any transactions undertaken through the use of the Co-Brand Card to:
  - (a) Any authorities, merchants and any member of the institute Visa/VisaCard® International Incorporated/VISA International; and
  - (b) Any associate or related companies of RHB Bank, its agents, servants and/or such Persons as RHB Bank may absolute deem fit, provided that the Co-Brand cardmember has consented to such disclosure at the point of application; and
  - (c) The Co-Brand Cardmember hereby consents to RHB Bank seeking any information Concerning the Co-Brand cardmember from any authorities, Merchant or such other persons(s) as RHB Bank may from time to time deem fit;
  - (d) Tesco, all its related companies and Tesco Group.
14. Without prejudice to the generality of Clause 13 herein, the Co-Brand Cardmembers hereby consents to RHB Bank and/or Tesco to use and share the Co-Brand Cardmembers information to help RHB Bank and/or Tesco to ;-
  - a) Access financial and insurance risks;
  - b) Recover debt;
  - c) Prevent and deter crime;
  - d) Understand our customers' requirement;
  - e) Develop and test products and services.
15. Co-Brand Cardmember's information as stated in Clause 14 herein shall mean any information of the Cardmember contained within RHB Bank, its associate or related companies, it agents, servants and/or such persons, Tesco, Tesco's related companies, Tesco Group now or in the future, including any dealings with RHB Bank, its associate or related companies, it agents, servants and/or such persons, Tesco, Tesco's related companies, Tesco Group, and of transactions made with the Co-Brand Card.