

BanKo BIDA Rewards Program Terms and Conditions

The **BanKo BIDA Rewards Program (“BIDA Program” or the “Program”)** is a program for qualified Self-Employed Micro Entrepreneurs (SEME) BanKo customers availing of a BanKo NegosyoKo Loan, which aims to encourage its SEME customers to maintain a good credit standing, re-avail of a loan, and refer other micro-entrepreneurs to avail of a BanKo NegosyoKo Loan.

I. Scope and Definition of Terms

As used herein, the following terms shall have the following meanings, unless the context otherwise requires.

1. “BanKo” or “Bank” shall refer to BPI Direct BanKo, Inc., A Savings Bank .
2. “BanKo SEME Borrower” shall refer to BanKo customers availing of BanKo NegosyoKo Loan.
3. “BIDA Member” refers to a BanKo SEME Borrower who meets the eligibility criteria to be registered to the Program.
4. “BanKo Account/s” shall refer to the bank account/s of the authorized user that were opened by such user with BanKo.
5. “BanKo Mobile App” shall refer to the internet-enabled mobile application of BanKo.
6. “BIDA Coupon” shall mean rewards earned by the BIDA Members.
7. “BPI Group of Companies” means collectively, the Bank of the Philippine Islands (BPI) and its Affiliates and their respective subsidiaries and affiliates, successors and assigns. “Affiliate” means any corporation, partnership or other form of association which is directly or indirectly controlled by BPI.
8. The Terms and Conditions governing BanKo’s Products, Services, Facilities and Channels; BanKo’s Online Banking Terms and Conditions; and the BPI Data Privacy Statement and applicable rules and regulations of the Bangko Sentral ng Pilipinas (BSP), as the same may be amended, modified and supplemented from time to time, are incorporated by reference and form part of these Terms and Conditions.

II. Eligibility and Participation

1. To become a BIDA Member, existing BanKo SEME Borrower must meet the following qualifications:
 - a. With at least six (6) months banking relationship with BanKo; and
 - b. With no instances of past due beyond ten (10) calendar days in the last six (6) months (in his/her existing and/or previous loan)
2. In addition to the qualifications in the preceding number, the BanKo SEME Borrower must also do any of the following:
 - a. Refer a New-to-Bank (NTB) customer to BanKo who will avail of a Banko NegosyoKo Loan, or
 - b. Re-avail of a Banko NegosyoKo Loan
3. BanKo Accounts owned by DOSRI and BanKo employees are disqualified from the BIDA Program.
4. A semi-annual review of the BIDA Member membership status will be performed:
 - a. Review period will be as follows:
 - i. from January to June of the current year, tagging to done in July of the same year; and
 - ii. from July to December of the current year, tagging to be in January of the following year
 - a. BanKo SEME Borrowers who were able to continue to meet the qualifications to become a BIDA Member during a review period will continue to be tagged as such.
 - b. For those who were not able to maintain the qualifications, they will be disenrolled from the BIDA Program.

To illustrate :

Review Period	Banking Relationship with Banko	Loan Status	Qualified?	BIDA Enrollment
January to June 2024	More than 6 months	Active	Yes	Yes, client will be tagged as BIDA
July to June 2024	More than 6 months	With instances of past due beyond 10 days	No	No, client will be disenrolled as BIDA

- c. However, a disenrolled BIDA Member may regain the status of a BIDA Member if in the next review period following disenrollment, he/she meets all the qualifications and eligibility requirements.

To illustrate:

Review Period	Banking Relationship with Banko	Loan Status	Qualified?	BIDA Enrollment
January to June 2024	More than 6 months	Active	Yes	Yes, client will be tagged as BIDA
July to June 2024	More than 6 months	With instances of past due beyond 10 days	No	No, client will be disenrolled as BIDA
January to June 2025	More than 6 months	Active	Yes	Given that client was able to make his loan status active again, he will regain is BIDA status and will be re-enrolled in the program again for the next cycle.
July to June 2025	More than 6 months	Active	Yes	Regained BIDA Member Status

- Banko reserves the right to suspend or disqualify any Banko SEME Borrower from further participation in the Program if, in its judgment, such Banko SEME Borrower has violated the terms and conditions herein. Such violation will result in the forfeiture of all BIDA Coupons earned.
- Banko reserves the right, at any time and with notice, (i) to amend, modify or supplement these BIDA Program Terms and Conditions, or (ii) discontinue or terminate the BIDA Program or any part thereof.
- Notice of any change or revision will be communicated through the Banko's official communication channels such as but not limited to a display or publication in the Bank premises, or by posting on the Bank's website. Such change shall be effective on the date specified by the Bank. The BIDA Member's continued participation in the Program after the effective date of such change shall constitute his acceptance of the change without reservation. The Bank shall not be liable to Banko SEME Borrower or any customers for any loss of value, opportunities or benefits that may arise as a result of any changes to the Program.

III. Earning of BIDA Coupons

- BIDA Coupon may be earned based on guidelines published on official communication channels of Banko: (a) Banko Mobile App Push Notification; (b) Website; (c) Facebook; and (d) such other mode of communication or use of an electronic platform as may be deemed appropriate by Banko or as may otherwise be permitted by law or regulations, any of which mode of communication or transmission when sent shall be valid and effective notice to the BIDA Member.

2. BIDA Coupon earned will be reflected in the BanKo Mobile App no later than sixty (60) calendar days from the date of the relevant transaction. BIDA Coupons not disputed within thirty (30) calendar days from the time it is reflected in BanKo Mobile App shall be considered final and conclusive upon the BIDA Member.
3. BIDA Coupons are not transferrable to another BanKo customer and/or not convertible to cash.
4. BIDA Coupons can be claimed within thirty (30) calendar days from date of issuance as reflected in the BanKo Mobile App.
5. Disputed transactions shall not be eligible to earn BIDA Coupons until the dispute is settled. The resolution and decision of BanKo on the dispute shall be final.
6. Dormant, suspended, or blocked BanKo Accounts will not earn BIDA Coupons. Earning BIDA Coupons for such accounts shall only resume once the above-mentioned status has been lifted.
7. Fraudulent earning or redemption of BIDA Coupons may result in the forfeiture of BIDA Coupons.
8. The Bank has the right and is authorized to implement any adjustment on the BIDA Coupons that have been credited to a BIDA Member's account for purposes of reversing rewards from fraudulent transactions or correcting errors without need of any further notice, consent or authorization from the BIDA Member.
9. All BIDA Coupons earned must be used within thirty (30) calendar days from date of issuance as reflected in the BanKo Mobile App. Otherwise, unused/unclaimed BIDA Coupons within the period shall be forfeited.

IV. Redemption

1. BIDA Coupons may be used in any of the following transactions: (a) Pay Loan; (b) Buy Load; (c) Credit to Own Account; and (d) other transactions which may be allowed under the Program
2. The Bank may, at its sole discretion and without prior notice: (i) modify the BIDA Program's modes of redemption of each BIDA Coupon; and (ii) change the equivalent value of the BIDA Coupon corresponding to the transaction made in earning the coupon. BIDA Coupons are for one time use only. If the value of the coupon is greater than the amount to be availed, the remaining balance will be forfeited or cannot be used for another transaction.
3. Once a valid redemption has been made, it may no longer be cancelled, revoked or changed. The redeemed BIDA Coupons shall be final and non-refundable.
4. In case of dispute between BanKo and the BIDA Member, such as in matters of eligibility, earning and redemption of BIDA Rewards, the dispute shall be resolved between BanKo and the BanKo customer. The resolution and decision of BanKo on the dispute shall be final.
5. A BIDA Member who redeems BIDA Coupons authorizes BanKo, the relevant members of the BPI Group of Companies, its successors and assigns, to collect, consolidate, store, process, disclose, and share necessary information (including personal information) between and among members of the BPI Group of Companies as well as to their respective authorized representatives, agents or service providers in order to enable BanKo to administer and implement the requirements of the Program as well as to perform and/or complete the Program's redemption process.

V. Data Collection and Processing

Banko SEME Borrowers acknowledge and agree that once they become BIDA Members, BanKo and relevant members of the BPI Group of Companies, its successors and assigns, and their respective authorized representatives, agents and service providers, under a duty of confidentiality, will be collecting, processing, and using data pertaining to and contained in the BIDA Members' profile, BanKo Account, to enable BanKo to provide the benefits and services offered under the BIDA Program and for BIDA Members to continue enjoying the rewards and privileges of the Program membership.

The BIDA Member authorizes BanKo, members of the BPI Group of Companies, its successors and assigns and their respective employees, officers, authorized representatives, agents, service providers, and third parties

providing services under an obligation of confidentiality (the “Authorized Representatives”) to collect, use, store, consolidate, process, disclose and share any information relating to the BIDA Member, made available to or in possession of Banko (including members of the BPI Group of Companies), for the purpose of allowing it to approve, manage, facilitate, administer, implement, and provide the transactions and services availed of by the BIDA Member as well as to implement the rewards, privileges and benefits of the Program membership, in compliance with the requirements of applicable laws, government regulations, judicial or supervisory bodies of the Philippines or those of other jurisdictions. The BIDA Member’s continued participation in the Program constitutes his express consent under the applicable confidentiality and data privacy laws of the Philippines and other jurisdictions, and the BIDA Member agrees to hold Banko, members of the BPI Group of Companies, its successors and assigns, the Program partners, merchants and their respective authorized representatives, agents or service providers free and harmless from any and all liabilities, claims, damages, suits, costs and expenses resulting from or in connection with the implementation of the authorities conferred herein.

BIDA Members further agree and consent to:

1. Banko collecting, using, disclosing, and processing BIDA Members’ personal data for the purposes and in the manner as identified hereunder;
2. Banko collecting, using, disclosing, and processing BIDA Members’ personal data for activities which may include, but are not limited to, the following:
 - a. providing BIDA Members rewards, privileges, benefits, and services pursuant to the terms hereof;
 - b. processing, managing or verifying BIDA Members’ registration pursuant to terms hereof including implementation and monitoring of the rewards, benefits, and privileges as Program Members;
 - c. developing, enhancing, and providing additional products and services to meet the BIDA Members’ needs;
 - d. Banko’s internal administrative purposes, such as auditing, profiling, data analysis, database records;
 - e. Responding to BIDA Members’ questions, comments, and feedback;
 - f. Communicating with BIDA Members either by email, telephone or text message in relation to the following matters:
 - i. To notify, invite, and process BIDA Members’ participation in any events, promotions, activities, focus groups, research studies, contests, promotions, polls, surveys or any productions and to communicate with Program Members regarding their attendance therein;
 - ii. To send BIDA Members notifications, e-mails, messages on promotional materials, offers, special privileges from Banko, its Program partners, merchants and their respective authorized representatives, agents and service providers;
 - g. Engaging service providers to help facilitate, carry out, and implement the requirements of the Banko BIDA Rewards Program;
 - h. Complying with any applicable laws and regulations pertaining to the Banko BIDA Rewards Program and the use, collection, disclosure, and processing of personal data

Pursuant to the Data Privacy Statement of Banko, as posted on www.banko.com.ph, Banko customer understands and authorizes Banko, parent bank – BPI and relevant members of the BPI Group of Companies, its successors and assigns, and their respective authorized representatives, agents and service providers, under a duty of confidentiality, will be collecting, processing, and using data pertaining to and contained in the Banko account.

The BIDA Member’s continued participation in the Program constitutes his express consent under the applicable confidentiality and data privacy laws of the Philippines and other jurisdictions, and the Banko customer agrees to hold BPI, members of the BPI Group of Companies, its successors and assigns, the Program partners, merchants and their respective authorized representatives, agents or service providers free

and harmless from any and all liabilities, claims, damages, suits, costs and expenses resulting from or in connection with the implementation of the authorities conferred herein.

VI. Disclaimer

To the full extent allowed by applicable laws, all warranties, whether express or implied by law or statute, are excluded herein. Banko does not represent or warrant that the BIDA Program which runs through the Banko Mobile App will be uninterrupted, timely, secure or free from error.

VII. Miscellaneous Provisions

1. Banko shall not be responsible or liable for any delay, non-performance, or failure to perform its obligations under the BIDA Program for reasons due to, arising out of, or caused by, directly or indirectly, circumstances beyond its reasonable control, including, without limitation, acts of God, natural disasters, calamities, earthquakes, fire, floods, wars, rebellion, civil or military disturbances, sabotage, acts of terrorism, criminal acts or willful misconduct by a party other than the Bank, its officers or employees, epidemics, pandemics, loss or malfunction of utilities or facilities, power outages, electrical or mechanical failure, computer hardware or software failure, system failure or system downtime, network or telecommunication failure, causes or acts attributable to third persons or parties, labor disputes, strikes, walk-outs, riots, lock-outs, or other governmental actions.
2. Notices and communications may be sent by Banko through any of the following modes: (i) transmission electronically to your electronic mail (email) address as appearing in the records of Banko; (ii) through short messaging service (SMS); (iii) other available Bank channels or any one of them including posting on the Bank's website or Banko Mobile App; and (iv) such other electronic transmission or use of an electronic platform as may be deemed appropriate by Banko or as may otherwise be permitted by law or banking regulations, any of which mode of communication or transmission when sent shall be valid and effective notice to Banko customers.
3. Banko Customers agree to hold Banko, parent bank BPI, members of the BPI Group of Companies, its successors and assigns, including their respective directors, officers, employees, authorized representatives, agents and service providers free and harmless and indemnified from any and all liabilities, claims, damages, suits of whatever nature, arising out of or in connection with the implementation of the BIDA Program unless the loss or damage incurred is solely and directly caused by the gross negligence or willful misconduct of Banko.
4. Banko shall not be liable for any special, consequential, indirect, exemplary, incidental or punitive damages, including but not limited to lost profits or actual or anticipated revenue, lost opportunities or business interruption, howsoever caused, whether under a theory of contract, warranty, tort (including negligence), product liability, or otherwise, arising out of or in connection with the BIDA Program or its suspension or termination.
5. No delay or failure on Banko's part to exercise any power or right under these Terms and Conditions shall operate as a waiver of such power or right nor shall any single or partial exercise of such power or right preclude any further exercise of that power or right.
6. These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of the Philippines. Any dispute arising hereunder shall be submitted to the exclusive jurisdiction of the proper courts of San Juan City, Philippines, to the exclusion of all other venues.

VIII. Consumer Protection

Consumer Support: For comments or complaints, customers may send an email to Banko_ContactCenter@bpi.com.ph or contact our Banko hotline at (+632) 8819-6728
Banko is regulated by the Bangko Sentral ng Pilipinas. <https://www.bsp.gov.ph>