

1. GENERAL INFORMATION

“CashBack Mobile” is a free CashBack programme for customers of UniCredit Bank Austria AG, giving them access to a range of customised offers of selected merchants in the form of a reimbursement of a pro rata amount of the purchase price (see Section 9. of these Terms and Conditions). The reimbursement is paid into the customer’s account which has been approved for the CashBack Mobile Programme when he/she pays for the purchase(s) with the BankCard (a debit card of UniCredit Bank Austria AG). A customer can participate in the programme after registering via the UniCredit Bank Austria AG MobileBanking app.

2. PROVIDER

UniCredit Bank Austria AG is cooperating with “Dateio s.r.o.” (the Provider) for the purposes of the technical provision of the CashBack Mobile Programme and the merchants participating in the programme.

3. SERVICES PROVIDED BY THE PROVIDER

The Provider seeks to provide merchants with a broad offering which it will subsequently expand. As part of the CashBack Mobile Programme the Provider shall provide offers so that participants receive “CashBack Mobile” for their purchases after selecting and accepting an offer and after concluding the requisite transaction if they have fulfilled the necessary conditions.

When a customer makes use of an offer made available by the Provider, the contract is created solely between the merchant and the customer; the Provider is neither a party to the contract nor an agent of the merchant.

4. MERCHANTS

The CashBack Mobile Programme gives customers access to various offers of the merchants participating in the CashBack Mobile Programme, who are active in the diverse industrial sectors. The offer is made exclusively by the merchant. UniCredit Bank Austria AG checks the offers solely for the purposes of ascertaining whether they comply with the exclusion criteria defined by UniCredit Bank Austria AG, e.g. gambling, pornography, etc.

Participants may return a product to a merchant pursuant to the merchant’s return and guarantee guidelines. Any complaints made in respect of a product and/or services, and the return of a product are exclusively subject to the merchant’s regulations and provisions.

The CashBack amount will not be paid if a product is returned and the purchase price is reimbursed.

If the amount has already been transferred to the customer’s account in connection with an offer, the CashBack amount is shown as a negative amount and will be offset by future CashBack amounts.

5. TERMS AND CONDITIONS FOR PARTICIPATION

The CashBack Mobile Programme is available to individual persons (“Participants”) who meet the following requirements:

- At least 14 years of age when registering for the CashBack Mobile Programme
- An active giro account with UniCredit Bank Austria AG and a debit card issued for the account
- Activation of the UniCredit Bank Austria AG MobileBanking app
- Active registration, which involves consenting to and accepting the “General Terms and Conditions for the CashBack Mobile Programme” and the “Information on data processing” in the UniCredit Bank Austria AG MobileBanking app

CashBack Mobile can be activated only for the Participant’s own card(s) and not for the cards of other persons who may be joint holders of the same account.

If a Participant who has already registered for CashBack Mobile is subsequently issued one or more new cards, this/these will be assigned to the CashBack Mobile Programme only after the Participant has clicked once in the app’s CashBack Mobile section, whereby the new card(s) is/are also activated for the CashBack Mobile Programme.

6. REGISTRATION/CONCLUSION OF CONTRACT

Customers who fulfil the conditions for participation in Section 5. can now register for the CashBack Mobile Programme via the MobileBanking app of UniCredit Bank Austria AG under the menu item “CashBack Mobile”.

The value of CashBack for the offers is determined by the merchants in accordance with their advertising guidelines and may be limited to a specific period of time or place.

CashBack Mobile benefits may be offered for the purchase of tickets in stores or online.

7. COSTS

CashBack Mobile is made available free of charge.

8. TERM AND TERMINATION

The CashBack Mobile Programme shall run for an indefinite period. UniCredit Bank Austria AG reserves the right to amend the conditions for use of the CashBack Mobile Programme or to terminate the CashBack Mobile Programme after previously notifying Participants accordingly via the MobileBanking app.

Participants can unsubscribe from the CashBack Mobile Programme under “Settings” in the MobileBanking app any time without giving any reasons. Withdrawal from the programme does not affect the payment of amounts relating to offers which one may have used before withdrawing from the programme. A former participant can register again for the programme at any time subject to compliance with the conditions for participation.

9. ACTIVATION OF OFFERS

The size of the “CashBack” amount depends on the relevant offer /merchant. The CashBack Mobile rebates are indicated with the offer. The percentage CashBack Mobile rebate is always based on the net value of the goods, i.e. the CashBack Mobile rebate is determined on the basis of the invoice amount less the shipping costs and VAT. The value of the goods is irrelevant if the CashBack Mobile rebates have already been determined beforehand.

The offers do not apply to payments made via a third party (e.g. delivery services such as Mjam, payment service providers like Klarna, DHL etc). Customers only receive Cashback if they pay with their BankCard using the partner shop’s payment gateway.

A Participant can access an offer in the UniCredit Bank Austria AG MobileBanking app

- by activating the offer by clicking the relevant button
- or, in the case of transactions which can be executed entirely online, by accessing the merchant’s website via the link provided in the offer and making purchases there. The CashBack Mobile offer is not applicable if the Participant accesses the merchant’s website directly instead of using the link provided in the offer to acquire the products and/or services offered by the merchant.

The merchant guarantees that the links provided as an integral part of the offers are legitimate, authentic and safe. When clicking a link of the merchant, the Participant accepts that he/she leaves the safe environment of the UniCredit Bank Austria AG MobileBanking app. UniCredit Bank Austria AG shall not be liable for the safety and confidentiality of personal data during the purchase process on the merchant's website.

The Participant acknowledges that the guidelines and information on data protection and on the safety of information on websites which are controlled and operated by a third party are not the responsibility of UniCredit Bank Austria AG, which shall not be liable in the event of misuse or loss.

Every offer presented through the CashBack Mobile Programme is accompanied by a description with information on its use, such as:

- the rebate amount (percentage or fixed amount) which is refunded to the Participant for every individual transaction
- the validity
- the location where the offer is used (physical location / webshops)
- other conditions of the offer (e.g. minimum purchase amount, number of purchases which can be made under the offer, etc.).

Before using an offer provided via the CashBack Mobile Programme, a Participant has to activate it in the UniCredit Bank Austria AG MobileBanking app. After it has been activated, the offer can be used once or more than once for the duration of its validity depending on the merchant's specifications, in compliance with the conditions of the merchant outlined in the offer details.

The CashBack Mobile Programme is only available for transactions which are made directly with the merchants and not via an agent (such as Pay Pal).

Card-based payments made with a smartphone via ApplePay/Android applications etc. are also eligible for the CashBack Mobile Programme.

In the case of card-based transactions, the CashBack Mobile Programme covers the amount which is paid for with the card that has been approved for use with the CashBack Mobile Programme; it does not cover the entire transaction amount.

A Participant may activate as many offers as he/she wishes amongst all the offers available in the CashBack Mobile Programme.

10. DISPLAY OF CASHBACK MOBILE AMOUNTS FOR OFFERS USED

The MobileBanking app displays the following information in the menu item "CashBack Mobile":

- the amount reimbursed in conjunction with an individual offer which is activated under the programme
- the CashBack Mobile bonus collected and not yet disbursed in a given month
- the CashBack Mobile bonus collected and disbursed in previous months
- the overall amount of the CashBack Mobile bonus collected and disbursed since registration

11. DISBURSEMENT OF THE CASHBACK MOBILE BONUS

In the case of debit cards of UniCredit Bank Austria AG, CashBack Mobile reimbursements are paid monthly by the Provider into the registered participant's account that is linked to the debit card.

The CashBack Mobile reimbursement is therefore paid in the month subsequent to the month in which a CashBack offer was used.

The collected CashBack Mobile reimbursements do not receive interest.

There are no fees or charges for disbursing the CashBack Mobile reimbursement. Participants' claims to disbursement cannot be assigned to a third party (prohibition of assignment). Any queries about claims to disbursement linked to CashBack transactions can be directed by e-mail to info@unicreditgroup.at.

The payee's account that has been approved for the receipt of CashBack Mobile reimbursements has to be active to ensure that this process runs smoothly (see Section 5. of these Terms and Conditions). If the debit card issued for the account which was used for registering for the CashBack Mobile Programme has been cancelled in the meantime, the CashBack Mobile amount to be reimbursed will be forfeited and will not be credited to the account.

12. LIABILITY OF BANK AUSTRIA

UniCredit Bank Austria AG shall not be liable for the offers of merchants activated by Participants and shall not be party to any legal dispute that may arise in connection therewith.

In the event of attempted fraud, misuse (such as the non-fulfilment of the terms and conditions for participation in the programme before and after registration) or other attempts which could impair the image or adversely affect the costs of this CashBack Mobile Programme, UniCredit Bank Austria AG reserves the right to exclude a Participant from the CashBack Mobile Programme.

13. AMENDMENTS TO THE GENERAL TERMS AND CONDITIONS

Amendments to these Terms and Conditions shall be offered to the Participant by the bank not later than two months before the proposed date of their coming into effect, with the bank specifically referring to the relevant provisions. The Participant shall be deemed to have consented to the changes unless the bank receives an objection to the changes from the Participant before the proposed date of their coming into effect. The bank shall draw the Participant's attention to this fact in its offer of changes. The offer of changes shall be provided to the Participant. Moreover, the bank will publish on its website a comparison of the provisions affected by the changes to the Terms and Conditions and the complete version of the new Terms and Conditions, and provide the Participant with these Terms and Conditions at his/her request in written form at its branches or by sending them to the Participant by post. In its offer of the changes, the bank shall draw the Participant's attention to this option.

13.1.1. The notification regarding the changes offered in accordance with Section 13.1. is made either by post to the last address provided by the Participant (see also Section 11 Para. 2 of the bank's General Terms and Conditions) or in electronic form via the Online Banking mailbox. This electronic notification shall be made in such a way that the bank can no longer modify the offer of changes unilaterally and the Participant may save and print the notification. If such an electronic notification is made via Online Banking, the bank will simultaneously inform the Participant that the offer of changes is available and retrievable in his/her Online Banking mailbox. This is done by sending a separate e-mail to the last e-mail address provided by the Participant or a separate SMS message to the mobile phone number last provided by the Participant for receiving SMS messages in the context of Online Banking.

13.1.2. If the Participant is an entrepreneur it is sufficient to send the offer of changes to the Online Banking mailbox or make it available in some other way agreed with the entrepreneur not later than two months prior to the proposed date of the changes coming into effect.

13.2. In the event of such intended changes to the Terms and Conditions, a Participant who is a consumer shall have the right to terminate his/her master agreements for payment services, and in particular this Agreement or the current account maintenance agreement, free of charge and without giving notice, before such changes come into effect. The bank shall draw the Participant's attention to this fact in its offer of changes.

13.3. Sections 13.1. to 13.2. above shall also apply to changes to the Agreement in accordance with Section 1. in which the application of these Terms and Conditions has been agreed between the Participant and the bank.

13.4. Sections 13.1. to 13.3. above do not apply to changes in the bank's services and in the fees and charges payable by the Participant.