Cashback Programme Rules

STARLING

A. Introduction and key words

These cashback programme rules apply to cashback offers that we issue from time to time.

If there's any conflict between these cashback programme rules and the cashback conditions that apply to your cashback offer, you should follow the terms of your specific cashback conditions.

In this document we'll use a number of key words, so to help you understand them, we've included the definitions at the start:

- **card**: a physical or virtual card issued by Starling which you may use to earn cashback. This includes digital wallets where you store an electronic version of your card and use it to make payments. Examples of digital wallets include Apple Pay, Samsung Pay and Google Pay.
- **cashback:** a cash reward earned by eligible customers on eligible transactions using your card.
- **cashback conditions:** the terms and conditions for a particular cashback offer which will explain how that cashback offer works.
- **cashback term:** the length of time the cashback offer is available. If this applies, we'll tell you this length of time in the cashback conditions.
- **cashback payment date:** the date we pay the cashback into your Cashback Space for the relevant cashback period. This is usually within 35 days from the end of each cashback period.
- **cashback rate:** the rate you'll earn on all eligible online and in-person spending within each cashback period. Your specific cashback rate is included in your cashback offer conditions.
- **cashback period or period:** the recurring length of time you can earn cashback on eligible transactions. The length of a cashback period, and how often it repeats, is included in your cashback conditions.
- **current account:** your Starling personal, joint, business or sole trader current account. It also includes Spending Spaces, except Under 16s Spaces.
- **eligible transactions:** has the meaning set out in section 2 of these cashback programme rules.
- **you or your:** the person or business that has the account. This can be an authorised individual, or both the business and the authorised individual, depending on the context. For more information on authorised individuals, see your account's General Terms.
- **we, our, or Starling:** Starling Bank Limited, company number 09092149 with its registered office address at 5th Floor London Fruit and Wool Exchange, 1 Duval Square, London, E1 6PW, United Kingdom.

B. What is cashback?

Cashback is a reward that we may offer eligible customers in the UK from time to time. When you use your card, you can earn money on eligible transactions that will be paid into a Cashback Space in your current account.

You'll see the details of your cashback offer, including the cashback rate, the cashback term, plus any other terms and conditions in the app or online banking.

We may run different cashback offers at the same time, but you'll only be eligible for one cashback offer at a time.

C. How you can earn cashback

If you have multiple accounts with Starling, you can only earn cashback on the account registered for that cashback offer.

1. Eligibility

1.1. To be eligible to take part in a cashback offer, you must:

- have received the cashback offer from Starling
- meet any other eligibility criteria listed in the cashback conditions

1.2. If you no longer meet the eligibility criteria in these cashback programme rules or in the cashback conditions, you won't be eligible to earn cashback. Any cashback that you earned until that point will be paid to you on the next cashback payment date.

2. Earning cashback

2.1. To earn and be paid cashback, you must have an open current account when the cashback is paid out.

2.2. You can only earn cashback on **eligible transactions** during the cashback term. This means settled in-person or online payments using your card, except for excluded transactions. You can find out more about excluded transactions in section 2.4 below and the cashback conditions.

2.3. Cashback is calculated on the amount of the eligible transaction and then rounded up to the nearest full pence. For example, if you spend £79.99 and you earn cashback at a rate of 1.00%, you will earn 80p of cashback (£79.99 × 1.00% = £0.7999 rounded up to the nearest full pence equals 80p).

2.4. Cashback can't be earned on **excluded transactions**. The types of transaction not included in your cashback offer will be listed in your cashback conditions.

2.5. We use Merchant Category Codes (**MCC**) to identify if a transaction is eligible for cashback. These codes are given to merchants by global payment networks based on the goods or services they provide. If a merchant's MCC categorises a transaction as excluded, that transaction won't qualify for cashback, even if the purchase itself seems eligible.

2.6. Cashback is only earned on transactions in British pounds. This means any eligible transactions in a foreign currency will be converted into British pounds and the cashback will be earned on the British pounds amount.

2.7. If a transaction was eligible for cashback but then becomes ineligible, for example a transaction was refunded after the cashback was paid, or we find that it should never have been eligible, then the amount of cashback earned from that transaction may be either taken from your Cashback Space or deducted from a future cashback payment.

3. How cashback is paid

3.1. We'll tell you in the app when you have earned cashback and how much.

3.2. The total cashback earned for each cashback period will be paid on the cashback payment date into a Cashback Space in your current account.

3.3. We can refuse to pay you cashback or pause cashback payments if:

- you (or we suspect that you) break any of these cashback programme rules, cashback conditions or any other terms or conditions that apply to your account or card
- your current account is closed, blocked or restricted

- you haven't repaid an amount you owe to us
- paying you cashback would mean we break the law or breach the orders of a court or regulatory authority
- there is a technical problem with the records of eligible transactions and the calculation of cashback
- we think you're committing fraud or any criminal activity
- we reasonably believe that you're abusing or manipulating the cashback offer, or using it in a way that risks harming Starling's reputation

4. Changes to the cashback programme rules or cashback conditions

4.1. We may update these cashback programme rules as well as the cashback conditions. In most cases, we'll give you 30 days' notice before a change applies. We may sometimes make changes without telling you first, for example changes required by law or regulation, and changes that are beneficial to you.

4.2. Any updates we make will be available in the Starling app and on our website, and will apply from the date shown.

5. Ending a cashback offer

5.1. If we don't give a specific end date to the cashback term in the cashback conditions, the offer will continue until we end it. However, we may pause, end or extend any cashback offer at any time. If we do pause or end the cashback offer early, we'll give you 30 days' notice.

5.2. If we pause or end the cashback offer, you won't earn cashback on eligible transactions after the cashback offer is paused or ended.

5.3. If you or we close your current account in line with the terms of our current account agreement, you'll lose any cashback you earned that hasn't been paid into your account yet at the point when your current account is closed.

6. Our and your responsibilities

6.1. We won't be liable for any costs or losses if we pause, change, end or extend the cashback offer, or if we refuse to pay cashback earned in line with these terms.

6.2. As permitted by law, Starling won't be responsible or liable to compensate you for any loss or damage (including money) that happens because of paying cashback, taking part in the cashback offer, or in any other way connected with our cashback offers. This doesn't apply if the loss or damage is caused by our negligence. Your statutory rights are not affected.

6.3. Any tax that applies to your cashback is your responsibility, not ours. This includes working out what you owe and paying it to the relevant tax authority. The cashback amount already includes VAT – we won't pay anything extra for VAT. We can't give you tax advice, and we're not responsible for how tax applies to your cashback. If you're not sure how it should be treated for tax purposes, you should speak to an independent adviser.

7. About these terms

7.1. These cashback programme rules and cashback conditions are only between you and Starling. Other people or organisations may not use the Contracts (Rights of Third Parties) Act 1999 to enforce the cashback programme rules and cashback conditions.

7.2. These cashback programme rules are governed by English law. Any disagreements or disputes about or

related to cashback, or these cashback programme rules will be handled exclusively in the English courts.