

CARDHOLDER TERMS & CONDITIONS

The terms set out below (**Terms**) govern the participation in and implementation of related administrative matters pertaining to the Campaign to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with office at 3 Fraser Street, DUO Tower, #17 - 21/28, Singapore 189352 (**Mastercard**).

A. Campaign Period

This spend and win campaign (**Campaign**) will run from 16 June 2019 to 31 August 2019 (both dates inclusive) (**Campaign Period**).

B. Eligibility

1. Subject to these Terms and Conditions, ONLY the following categories of persons who are residents of Kingdom of Saudi Arabia (**Territory**) are eligible to participate in this Campaign (collectively, **Eligible Persons** and each, an **Eligible Person**):

- 1.1. An existing cardholder of debit, credit and prepaid Mastercard or Maestro card issued in the Territory by any of the issuing financial institutions of the Territory participating in the Campaign and which has published these Terms (**Relevant Cards**); and

- 1.2. A person who is using Relevant Cards for any international purchases at point of sale, or cash withdrawal at the ATM, i.e. for making card transactions outside of the Territory with a minimum cumulative value of SR 5,000 (or local currency equivalent) (**Relevant Transactions**).

2. The following persons are NOT eligible to participate in this Campaign:

- 2.1. permanent and/or contract employees of Mastercard (including its subsidiaries and related companies), including their respective immediate family members, meaning parents, spouses, children and siblings;

- 2.2. representatives and/or agents (including advertising agents and contest management agents) of Mastercard, including their respective immediate family members, meaning parents, spouses, children and siblings;

- 2.3. holder(s) of a Relevant Card(s) not issued in the Territory;

- 2.4. holder(s) of a Relevant Card(s) who is (are) in default of any facilities granted by their issuing financial institution and/or Mastercard at any time during the Campaign Period, subject to Mastercard's discretion; and/or

- 2.5. any cardholder of a Relevant Card who has committed or suspected to have committed any fraudulent or wrongful acts in relation to his/her Relevant Card

Account or any facility of service granted by their issuing financial institution and/or Mastercard.

C. How to Participate

1. Eligible Persons are registered with the Campaign automatically by satisfying the requirement in clause D (collectively, **Participants** and each a **Participant**).

2. An Eligible Person with multiple Relevant Cards, including his/her supplementary card(s), shall be automatically included into the Campaign.

D. Campaign Mechanics

Eligible Person who, during the Campaign Period, uses his/her Relevant Card for the Relevant Transactions is automatically enrolled to the Campaign. No registration or application to the Campaign is required.

E. Winners

1. The Participants who spend at least SR 5,000 in Relevant Transactions during the Campaign Period will be eligible for entry into the prize draw, with one (1) entry per SR 5,000 of Relevant Transactions.

2. Identification of the Winners will take place in conjunction with the Chamber of Commerce after the Campaign Period.

3. Each winner will have an opportunity to win the Prize a maximum of once during the Campaign Period.

F. Prizes

1. The prizes to be given away at the end of the Campaign Period is to the total maximum value of SR 5,000 per winner (the **Prize**).

2. Issuing financial institution will provide the list of eligible candidates with Chamber of Commerce no later than 30 September 2019 and arrange for the handout of the Prizes to the Winners by 31 October 2019.

3. The following additional terms and conditions shall apply to the Prizes:

- 3.1. All Prizes are given "as is" basis and are not transferable, nor exchangeable for credit or kind whether in part or in full;

- 3.2. All costs, fees and/or expenses incurred or to be incurred by the Winner in relation to the Campaign and/or to claim the Prize(s), which shall include but not limited to the costs for transportation, postage/courier, personal costs, visa application costs and/or any other costs,

are the sole responsibility of the Winners. The Winner(s) must abide by all laws and regulations currently in place and the terms and conditions of the party(ies) arranging and/or providing the Prize and the terms and conditions attached to the Prize, if any. The Winner(s) shall be wholly responsible for the payment of all taxes, insurance and/or other miscellaneous charges relating to the Prizes. Mastercard will not be responsible or bear the cost of any other incidental costs;

- 3.3. Supplementary cardholders of a Relevant Card (**Supplementary Cardholder**) are not entitled to win the Prize. Prizes won by a Supplementary Cardholder, if any, will be given to the principal cardholder of the Relevant Card;
- 3.4. All Relevant Card account(s) and/or other account(s), facilities or loans of the Winner must be in good standing during the Campaign, including the shortlisting process and before the date of delivery or collection of any Prize(s), as the case may be in order to be entitled to receive the Prize(s), including being prompt in payments due;
- 3.5. To the fullest extent permitted by law, there are no, and Mastercard expressly excludes and disclaims any, representations, warranties, or endorsements, expressed or implied, written or oral, including but not limited to, any warranty of quality, merchantability or suitability or fitness for a particular purpose in respect of the Prizes;
- 3.6. For the avoidance of doubt, the Prizes are provided by Mastercard's suppliers. The Eligible Persons, Participants and/or Winners hereby acknowledge and agree that Mastercard excludes all warranty and/or liability in connection with the awarded prizes and/or the Campaign. Participants shall assume full liability and responsibility in case of any liability, mishap, injury, loss, damage, claim or accident (including personal injury and/or death) resulting from their participation in the Campaign, redemption and/or usage of the prizes. Mastercard shall not be held responsible for any loss, damage or injury (including death) in any manner whatsoever suffered by the Participants as a result of the participation in the Campaign and/or the use of the Prizes which is not due to the fault of and/or negligence of Mastercard.
- 3.7. The title in the Prizes and any risk of loss or damage to the Prizes will pass to the

Winners upon delivery of the Prizes to such Winners. Mastercard shall not be liable for or obliged to recognize or replace any defective, lost, damaged or stolen Prizes where such defect, loss or damage in respect of the Prize is not due to the fault and/or negligence of Mastercard;

- 3.8. Mastercard shall not be responsible for any defect or any other loss or damage that may be suffered in connection with any of the Prizes. Any dispute in relation to the warranty or quality of any Prize or any terms and conditions in respect thereof shall be settled directly between the relevant Winner and the relevant supplier. Mastercard will bear no responsibility for resolving any dispute and the Winner must liaise directly with the relevant supplier and not Mastercard in this regard. If the supplier is unable to supply the same model of the Prize(s), Mastercard reserves the right to substitute any Prize(s) with another product of similar retail value.

G. Consent

1. Eligible Persons, Participants and/or Winners who participate in this Campaign are deemed to have expressly agreed to be bound by these Terms and Conditions (as varied or changed), the decisions of Mastercard and/or the judges and, to the fullest extent permitted by law, to have consented to and authorized Mastercard to disclose their particulars to the third party service providers engaged by Mastercard for purposes of the Campaign. Mastercard warrants that the disclosure of such particulars to any third party service providers shall be limited to the Eligible Persons' or Participants' or Winners' names, addresses and telephone numbers and shall be used only in relation to and for purposes of the Campaign. Mastercard's decision on all matters relating to the Campaign (including the interpretation of these Terms and Conditions) shall be final and binding and no further correspondence or attempt to dispute such decision would be entertained.
2. Each of the Eligible Persons, Participants and/or Winners may give his/her consent and authorization to Mastercard to use his/her name and any photographs taken or other information approved by the Eligible Persons, Participants and/or Winners for current and future advertising and publicity purposes relating to the Campaign by signing the Photo Release Form. Eligible Persons, Participants and/or Winners, by virtue of signing the Photo Release Form, also agree to be featured in any publicity material relating to the Campaign. No fee will be paid to the Winners for any of the foregoing.

H. Data Protection & Privacy

Participants' Mastercard branded card issuing financial institution will be collecting and using data relating to Relevant Transactions in connection with selecting Winners of the Prizes. Contact information of Winners shall be used to award the Prizes to the Winners. Such collection and use of data relating to Relevant Transactions and Winners' contact information shall be in accordance with each Participants' Mastercard branded card issuing financial institution's privacy policy.

I. Miscellaneous

1. In the event that a Prize is awarded to Eligible Persons, Participants and/or Winners who or in the event that a Participant:

- 1.1. is not eligible to participate in the Campaign and/or receive the Prize; and/or,

- 1.2. has committed or is suspected of committing any misconduct, fraudulent or wrongful acts,

Mastercard reserves the right to disqualify such Eligible Persons, Participants and/or Winners from participating in the Campaign and/or receiving the Prize.

2. Mastercard's decision on all matters relating to the Campaign will be final and binding.
3. To the fullest extent permitted by law, by participating in this Campaign, each and every Participant is agreeing that he/she will not hold Mastercard and its officers, servants, employees, representatives and/or agents (including without limitation, any third party service providers that Mastercard may engage for the purposes of this Campaign), liable for any loss or damages that he/she may incur, in connection with the Campaign.
4. Mastercard will not be liable for any default due to any war, riot, strike, lockout, industrial action, fire, flood, drought, storm, epidemic, pandemic, technical or system failure or any event beyond the reasonable control of Mastercard.
5. Mastercard reserves the right as it deems fit to vary or change any of these terms and conditions from time to time or cancel, terminate, withdraw, or suspend this Campaign and/or replace this Campaign with another similar promotion, Campaign or program with prior notice. Such variation, changes, cancellation, termination, withdrawal or suspension will be notified via the participating issuing financial institutions or in any other manner as Mastercard deems fit. In this respect, the Participants participation in this Campaign also signifies his/her agreement to access the Website at regular intervals to view these terms and conditions and to ensure that they are kept up-to-date with any variations or

changes which Mastercard may effect from time to time. Eligible Persons, Participants and/or Winners also agree that their continued participation in this Campaign will constitute their acceptance of these terms and conditions (as varied from time to time). For the avoidance of doubt, any cancellation, termination, withdrawal or suspension by Mastercard of this Campaign will not entitle the Participant to any compensation against Mastercard for any and all loss or damage that may be suffered or incurred by the Eligible Persons, Participants and/or Winners as a direct or indirect result of the act of cancellation, termination, withdrawal or suspension.

6. Any term and condition applicable to this Campaign which is illegal, prohibited or unenforceable under any law or regulation shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability without invalidating the remaining provisions.
7. These Terms and Conditions are governed by and construed under the laws of New York State, USA (**Laws**) excluding conflict-of-laws or similar provisions under those Laws that would mandate or permit the application of the laws of any other jurisdiction. The parties submit to the exclusive jurisdiction of the courts of New York State, USA