

GENERAL TERMS AND CONDITIONS OF THE PROMOTIONAL CAMPAIGN “Program for loyal customers “Loyalty Program”

1. ORGANIZER OF THE CAMPAIGN. GENERAL TERMS & CONDITIONS OF THE CAMPAIGN

1.1. The organizer of the Promotional campaign „Program for loyal customers “Loyalty Program” (hereinafter referred to as the “Campaign”) is: Hobo Bulgaria LLC, registered in the Commercial and NPLE Register at the Registry Agency under UIC 205420451, having its seat and registered address in Sofia 1000, 31 Angel Kanchev street, (hereinafter referred to as “Organizer”). The Campaign is organized with the financial support of Visa Europe Limited, a limited liability company incorporated under the laws of the United Kingdom, company ID number 05139966 (hereinafter referred to as the „Partner”).

1.2. These General Terms and Conditions are elaborated and are publicly announced from the date of beginning of the Campaign and freely accessible on the mobile application Hobo during the whole period of the Promotion in compliance with the applicable Bulgarian legislation.

1.3. The Organizer shall retain the right to supplement or amend the General Terms and Conditions; any amendments shall come into force upon announcement on the mobile application Hobo.

1.4. By registration and usage of a Visa card as payment instrument on the mobile application Hobo, the participant accepts and agrees with these General Terms and Conditions including their supplements and amendments in effect as of that time.

2. DURATION OF THE CAMPAIGN. PLACE OF IMPLEMENTATION

2.1. The Campaign shall be implemented during the period from 01.04.2021 r. to 31.10.2021, including.

2.2. The Campaign will be implemented via Hobo mobile application (hereinafter referred to as „Hobo and/or mobile application), which could be downloaded free of charge from Google Play or App Store.

3. PARTICIPANTS IN THE CAMPAIGN

3.1. All natural persons, cardholders of Visa cards, debit or credit cards, issued in Bulgaria shall be eligible to participate in the Campaign, excluding the employees of the Organizer and Visa, their

subsidiary companies or anyone professionally involved in the realization of the Campaign and their family members (“Eligible Participants”).

3.2. In order to participate in the Campaign each eligible participant must download the mobile application Hobo on its mobile device or tablet from Google Play or App Store, respectively to update the mobile application Hobo if downloaded prior the commencement date of the Campaign, and register its valid Visa card in the payment section of the mobile application.

3.3. In order to use Hobo mobile application and Hobo’s services each eligible participant must observe the Rules published on www.hobo.bg/terms.

3.4. The Organizer may at its own discretion exclude a participant from participation in the Campaign if the respective participant does not meet the requirements of these General terms and conditions and/or performs or tries to perform misappropriation for receiving discounts.

4. MECHANISM OF THE CAMPAIGN

4.1. In order to participate in the Campaign each eligible participant must register its own Visa card as payment instrument in the mobile application Hobo unless such registration has been already performed.

4.2. Each eligible participant may register unlimited number of Visa cards as payment instrument in the mobile application but shall receive promotional bonuses (points) only in relation to the Visa card used as payment instrument in the mobile application in the period of the Campaign.

4.3. Registration of a Visa card as payment instrument in the mobile application may be realized in the section “Add payment cards” where the client must fill the following information: number of the card, name of the cardholder, month and year of validity of the card, CVC number. Upon validation of the registration of a Visa card the payment instrument shall be indicated in section “Payment instruments” on the mobile application. The card is registered, validated and used in compliance with General Terms and Conditions of Hobo.

4.4. The registration of a Visa card as payment instrument in the mobile application is free of charge. For the purposes of validation of the registered payment instrument in case of initial registration Hobo shall charge the participant’s bank account with the sum in the amount of BGN 3.

4.5. Each eligible participant in the Campaign that has fulfilled all requirements under this section of the General Terms and Conditions and has paid services provided by Hobo via the mobile application with its registered Visa card shall receive in its account on the Section Hobo Game on the mobile application 2 points for each minute paid in the day the payment is performed. Each participant may receive unlimited number of points under the Campaign.

5. Points

5.1. In the course of the Campaign each eligible participant under the conditions of Art. 4 may receive 2 points for each minutes paid for services provided by Hobo.

5.2. Points may be used no later than 01.04.2022. Upon accumulation of enough points each participant may convert them and receive free minutes for usage of Hobo's services and namely: 380 points can be converted in 30 free minutes; 680 points – to 60 free minutes. The free minutes may be used several times until exhaustion in 6-month term as of the date of its conversion.

5.3. Points may not be transferred to any third parties.

6. TERMINATION OF THE CAMPAIGN

This Campaign may be terminated in case of occurrence of any events that constitute force majeure circumstances and/or in case of failure by the Organizer to comply with its commitments under the Campaign due to reasons beyond its control, including any amendments to the statutory requirements.

7. PERSONAL DATA PROTECTION

7.1. Upon registration of a Visa card as payment instrument in the mobile application each participant provides personal data to the Organizer.

7.2. The Organizer collects and processes personal data in compliance with the Bulgarian legislation and its policy published on the mobile application pursuant to the participants' consent.

7.3. By participating in the Campaign the Participants are notified that their personal identification data will be used and stored in a database that may be subsequently used by the Organizer or its subcontractors for the purposes of the Campaign. Each participant may withdraw his/her consent regarding processing of the personal data by a written request to the head office of the Organizer forwarded personally or by a proxy authorized with a notary certified power of attorney. The collected personal data shall be deleted in 6-month term as of the end of the Campaign, respectively exhaustion of points/free minutes provided under the Campaign.

7.4. The Participants in the Campaign shall have guaranteed rights, as stipulated in the applicable legislation concerning protection of any persons with regard to processing of their personal data and the free transfer of such data, including in regard to the right to be informed, the right to access data, the right of intervention concerning the data and the right to object to the manner of their processing. Each Participant may access its personal data processed by the Organizer and request deletion or correction of the personal data or transmission of the personal data by means of a written request forwarded to the Organizer to its address of management, signed personally or by person authorized with notary certified power of attorney.

7.5. The refusal of provision of personal data, respectively the withdrawal of provided consent for collection and processing of personal data, may lead to impossibility of obtaining points, minutes or service in the Campaign.

7.6. Every Participant has the right to refer to the Commission for Personal Data Protection in cases when his rights under this section have been infringed.

7.7. You can find more details in the Organizer's Privacy Policy in regard to processing of personal data collected on the mobile application.

8. DISPUTES

8.1. By participating in this Campaign the participants agree to comply with and observe all provisions and conditions of these General Terms and Conditions.

8.2. Any hypothetical disputes regarding the implementation of this Campaign shall be settled amicably. Otherwise they will be referred to the respective competent authority in Sofia.

9. MISCELLANEOUS

9.1. The Organizer and the Partner shall not be held liable or owe any compensation in case the participants in the Campaign fail to make use of the discounts within the term or under the conditions specified in these General terms and conditions due to reasons unrelated to the Organizer or the Partner.

9.2. The Partner shall not be liable for technical problems related to using the mobile application or to actions of the Organizer or third parties.

9.3. These General terms and conditions have been adopted on 01.04.2021.