OFFICIAL RULES OF THE MASTERCARD® PAY AND GET REWARDS "CREDENTIAL ON FILE TRANSACTION"

**1. PROMOTIONAL CAMPAIGN** 

1.1. Mastercard promotional campaign Pay and Get Rewards "Credential on file transactions" (referred to hereinafter as "the campaign"/ "Promotional campaign") is managed by Mastercard Europe SA, a Belgian joint stock company (referred to hereinafter as "Mastercard).

1.2. The Campaign is organized and conducted by "MCCANN ERIKSON SOFIA" LTD with PIN 121003246 located at: Novi Iskar, street "Turgovska" No 15 (referred to hereinafter as "McCann"/ the "Agency"/"the Organizer").

1.3. The promotional campaign is conducted in accordance with the following conditions (referred to hereinafter "General terms").

## 2. DEFINITIONS

For the purposes of these General terms:

CARDHOLDER is every individual or legal entity, which owns a valid Mastercard debit or credit card, with or without contactless functionality, issued by a bank or financial institution, based on the territory of Republic of Bulgaria.

Financial Institution is the Bulgarian issuing bank or financial institution that issues Mastercard cards to cardholders.

Participant is a cardholder who has kept his Mastercard as a payment method in any online shopping store which provides an opportunity to save a card as a payment method and who has made at least one online purchase at a merchant's website/application using stored Mastercard card.

THE AGENCY - "MCCANN ERIKSON SOFIA" LTD with PIN 121003246 with headquarters and management address Novi Iskar, street "Turgovska" No 15.

Winner is a Participant, who has been drawn as a winner.

3. RULES OF THE PROMOTIONAL CAMPAIGN

3.1. The participants in the Campaign are obligated to observe the promotion rules described below.

3.2 The rules are drawn up according to the requirements of the Bulgarian legislation and will be published on the Mastercard website www.mastercard.bg/promo, where they will be available during the whole duration of the Promotional Campaign in a way that allows them to be stored and reproduced by Financial Institution.

3.3. Mastercard reserves the right to unilaterally amend or change these General terms, and the changes will take effect after their publication on the Mastercard website www.mastercard.bg/promo.

3.4. By participating in the Promotional Campaign, the Participants are bound by these General terms and agree to comply with the rules of the Promotional Campaign.

3.5. The promotional campaign and the current General terms are concluded in accordance with the legislation of the Republic Bulgaria. The Bulgarian legislation shall apply to the rules not settled in these General terms.

3.6. In case a participant does not agree with these General terms, the participant should terminate his/her participation in the Promotional Campaign. The termination of the participation in the Promotional Campaign is done with an explicit written application sent to the Agency at the following e-mail address: office@mccann.bg.

## 4. TERM OF THE CAMPAIGN

4.1. The Promotional Campaign is conducted in three periods as follows: First period: from 00:00 of 15.04.2021 to 23:59 of 15.05.2021; Second period: from 00:00 of 16.05.2021 to 23:59 of 15.06.2021; Third period: from 00:00 of 16.06.2021 to 23:59 from 15.07.2021

Mastercard reserves the right to extend the period of the Promotional Campaign or to terminate the Promotional Campaign ahead of schedule amending these General terms as the changes will take effect after their publication on the Mastercard website www.mastercard.bg/promo.

## 5. RIGHT OF PARTICIPATION

5.1. Every individual and legal entity which has accepted the General terms and which meets the additional conditions described below, has a right to participate in the Promotional Campaign.

5.2. Every individual or legal entity, which is a owner of a valid Mastercard<sup>®</sup> - credit or debit card, with or without contactless functionality, issued by a bank or financial institution, based on the territory of Republic of Bulgaria has the right to participate in the Promotional Campaign.

5.3. Participants in the Promotional campaign must be at least 18 years old.

5.4. Participation in the Promotional campaign is subject to the cardholder retaining the Mastercard card held by him/her and used on an online shopping website/application to making a purchase at such website/ application.

5.5. The storage of the card can be done in one of the periods described in para 4.1. or before that. At least one purchase must be done with the stored card in the period, in which the cardholder participates fin a prize draw.

5.6. Employees of the Organizer and Mastercard its subsidiaries, affiliates, participants who take action in the organisation and conduction of the Promotion Campaign, as well as members of their families (children and spouses) cannot participate in the Promotional Campaign.

5.7. Mastercard has the right at its discretion and without notice to exclude a participant from the Promotional Campaign, including, not only if the Participant does not match the conditions for participation specified in these General terms and/or if such Participant violates any of the rules of the Promotional Campaign.

## 6. PROMOTIONAL CAMPAIGN MECHANISM

6.1. Every Mastercard cardholder, who has kept his card in a website/application for online purchases and has purchased an item with his card on an applicable online shopping website/application can participate in the Promotional Campaign

6.2. When saving the Mastercard card on a website/application for online shopping and purchasing an item with it, in compliance with the conditions of 5.5., the Participant automatically takes part in a draw for wining a prize for the current month, in which the payment was made.

6.3. The more purchases in each of the periods of Promotional campaign at the online shopping websites/applications where Participant chooses to store his Mastercard card under the current General terms , the greater a chance of being withdrawn as a winner.

6.4. In the end of every period of the Campaign, the Agency draws the winners for the current period.6.4.1. The Agency doesn't have access to data related to the transaction.6.4.2. The winners are drawn on the basis of encrypted information by means of specialized software.

6.5. After the winners are drawn, the Agency sends a request to the Financial Institutions and/or banks, issuers of Mastercard cards, regarding the names, contact phone number

and email of the cardholders who won a prize. The Financial Institutions and/or banks, in their capacity of personal data administrator provides the necessary data to the Agency.

6.6. The Agency in its capacity of administrator of the prizes and Organizer, contacts the winners regarding the conditions for receiving the prizes.

7. DESCRIPTION OF THE PRIZES. WITHDRAWING

7.1. The prizes in the Promotional campaign are a total of 1128, distributed over 376 pieces for a period.

The prizes are presented:

7.1.1 3 x 1 Electrical Vespa

7.1.2 3 x 18 Vacation for 4 persons in the territory of Republic Bulgaria with a camper, equipped with smart interior. Conditions for the reservation will be defined with the Agency in delivering the prize.

7.1.3 3 x 24 Air Cleaner

7.1.4. 3 x 333 Three-month digital TV subscription

7.1.5. The winners will be drawn after the end of the period in which the payment has been concluded, via specified software before a notary. For the avoidance of doubt, the dates after the end of each period in which the winners will be drawn are as follows:

Withdrawal for the first period: to 20.05.2021; Withdrawal for the second period: to 22.06.2021; Withdrawal for the third period: to 20.07.2021.

7.2. At each draw for each of the prizes will be drawn reserve participants in number for each of the prizes: 7.2.1 3

7.2.2 20 7.2.3 15 7.2.4 50

7.3. In period of 7 working days after the withdrawal for the current period, the names of the winners will be published on Mastercard's website www.mastercard.bg/promo. Mastercard is not obligated to publish the names of the reserved participants.

7.4. In the period of 10 working days from the publication of the winners by the order of art. 7.3. the Agency contacts every participant via email.

7.5. Every winner must confirm the receiving of his prize in period of 10 calendar days after the notification, by sending an email to the Agency.

7.6. Prizes, described in art. 7.1.1 and 7.1.3. are going to be send via courier in period of 30 calendar days after the draw of the winners and after receiving an address for delivery from the winner.

7.7. The receiving of the prizes, described in art. 7.1.2 and 7.1.4 will be discussed with the Agency in period of 30 calendar days after the withdrawal of the winners.

7.8. Every winner must fulfil and sign a declaration for receiving the prize, and must submit three names, PIN, id card address and phone number for contact.

7.9. The Agency is not responsible for undelivered packages or for wrong delivery data and is not obligated to resend the package.

7.10. The prize is sent by courier at the option of the Agency.

7.11. If a winner cannot be found by the Agency, refuses to receive the prize, does not confirm that he/she wishes to receive it within 7 calendar days after the notification for winning the prize, or does not provide the necessary assistance within the meaning of these General terms, in connection with obtaining the prize, the participant loses the right to receive the prize. In those cases the prize will be given to a reserved participant, who will be notified under conditions described above.

In case that the card used for the purchase is not kept as a payment method in the online shopping website/application during the moment of the prize draw for a reason due to the cardholder, he/she loses his/her right to receive the current prize.

8. DECLARATION OF THE PRIZES UNDER THE INCOME TAXES OF INDIVIDUALS LAW

8.1. In accordance with the Law of Income taxes of individuals, prizes having price more than 100 leva due to be taxed with the so-called final tax. The tax is paid by the Agency.

8.2. The winner is obligated to submit an annual tax return on this basis.

## 9. PRIVACY AND DATA PROTECTION

9.1. Personal data of the winners is processed after voluntary submission by the participants on the basis concluded between the Agency and Financial Institution, and in accordance with Financial Institution's card issuing bank agreement with Participant for the purposes of prize delivery and payment of taxes due under the Bulgarian legislation.

9.1.1. Mastercard doesn't have access and doesn't receive personal data from participant in the campaign. Personal data which the participant submits to the Agency

is for the purposes of prize delivery and payment of taxes due under the Bulgarian legislation.

9.1.2. The winner gives the Agency, his agreement to process his personal data – names, contact phone number and email - data is provided to the Agency by Financial Institution of the winner.

9.2. The winner agrees to the processing of personal data provided by him in a declaration under 7.8 (three names, PIN, ID card address, current mailing address, if different from ID card, email address and contact phone number) and their storage on the territory of Bulgaria by the Agency. This personal data is provided for the campaign purposes only.

9.3. The Agency declares that, it will not provide personal data to third parties, except for the purposes of the current campaign or when this is regulated by the law. The winner has the right to withdraw at any time his agreement for personal data processing.

9.4. Every winner has the right to access the personal data processed by the Agency and has the right to request deletion, correction or blocking of the data by submitting a written application to the Agency at the address of management, personally by the individual, authorized representative of the legal entity or explicitly authorized by person by a notarized power of attorney, or by sending an email to the following address: office@mccann.bg

9.5. The refusal or withdrawal of consent for the collection, processing and usage of personal data of a winner may be result of inability to get the prize, provided by the Promotional campaign.

9.6. In case of violation of his/her rights under this section every participant has the right to refer to the commission for personal data protection.

9.7. Personal data disclosure.

Personal data may be disclosed to the following recipients:

- National revenue agency with a view to declaring the prize (if required by law) and compliance with the requirements of applicable law.
- - Other public authorities in cases when its regulated by the current law.
- - Service providers for example couriers

 Other administrators of personal data, who provides relevant services – banks, auditors, lawyers, professional consultants, insurance agencies and other – when its necessary for the legal interests of the Agency with a view to providing a certain service in connection with its activity.

9.8. Personal data, necessary for declaring the prizes and for paying the tax will be stored for a period of 10 years. Every other personal data will be deleted in period of 5 years after the end of the Campaign. The campaign is considered ended with the awarding of all prizes. However, some personal data could be deleted earlier - for example, in the event of withdrawal of consent, if the law requires the Agency to delete data or when the Agency deems that it does not need certain personal data for certain purposes.

#### 9.9. Rights of data subjects

With the reference to his/her personal data, every participant has the following rights:

- - Right to access: right of the winner to receive confirmation if there is a personal data processing, related to him/her, and if so, tj have a right for access to such information, related to him and a copy of this data.
- - Right to edit and delete: every winner has the right to be able to make a request to the Agency to edit or delete personal data, related to him/her;
- - Limitation of the processing: every winner has the right to request limitation of processing of personal data, related to him/her.
- - Right to protest: every winner has the right to protest against personal data processing on the basis of legitimate interest.
- Right of portability: every winner who has voluntarily provided his/her personal data may request from the Agency to receive his/her personal data in an appropriate format and/or to transfer them to another personal data controller;
- - Right to withdrawal of agreement: every winner has the right to withdraw his/her's agreement for processing of personal data, without prejudice to the lawfulness of processed data on the basis of the consent before it is withdrawn.

## 10. END OF THE PROMOTIONAL CAMPAIGN

10.1. Mastercard has the irrevocably right to end the Promotional campaign at any time, no matter of the reason. In these cases, no compensation is due to the participants.

## **11. RESPONSIBILITY**

11.1. The Agency, Financial Institutions and Mastercard are not responsible and cannot be involved as a party to legal proceedings, related to the inability to use the prize, which occurred due to reasons beyond their control.

11.2. The Agency and Mastercard are not responsible for technical problems, related to participation in the Campaign which occur due to reasons beyond their control.

11.3. The Agency and Mastercard are not responsible and will not owe any compensation for improper use or provision of personal data on part of the participants when participating in the Campaign.

11.4. The Agency is the organizer of the Promotional campaign and is responsible for the prize draw and delivery process. Although Mastercard facilitates the delivery of these services provided the Agency, Mastercard assumes no responsibility for the fulfilment or provision of prizes. The Agency is solely responsible for providing the services and customer complaints should be raised directly with the Agency.

11.5. The Financial Institution is responsible for the communication of these General terms to cardholders and obtaining/managing cardholder consent under the terms of its agreements and privacy notice/policy with cardholders.

11.6. The Financial Institution and cardholders may choose to opt out from the Promotional campaign at any point. In such event, Financial Institution should contact their Mastercard account manager for any issuer or cardholder specific optout requests.

# 12. LITIGATION

12.1. All disputes arising between the Organizer and the participants in the Promotional Campaign will be settled by mutual consent. If this is not possible, the parties have the right to take the dispute to the competent Bulgarian court in Sofia under the laws of the Republic of Bulgaria.

12.2. Disputes from participants in connection with the conduct of the Promotional Campaign, which arise during the Campaign, may be sent in writing or by e-mail to the addresses specified in these General terms. A participant must send the contest within 3 days from the end date of the Promotional Campaign. After this date, disputes will not be considered.

12.3. These General terms are binding on all participants and winners in the Promotional Campaign and the decisions of Mastercard are final on all issues related to the Promotional Campaign.

12.4. In the event of any conflict between the Bulgarian language and the English language versions of this Agreement, the English language version shall prevail.

In case of questions and complaints the Agency determines the following contacts: office@mccann.bg