

CAMPAIGN RULES OF THE MASTERCARD® PAY AND GET REWARDS “Mobile payments, mobile prize” (for Financial Institutions only)

1. PROMOTIONAL CAMPAIGN

1.1. Mastercard promotional campaign **Pay and Get Rewards “Mobile payments, mobile prize” (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 Campaign Rules (referred to hereinafter the “Rules”) with the cooperation of the Financial Institution.

2. DEFINITIONS

For the purposes of these Rules:

Card - valid debit or credit Mastercard® issued prior 15.10.2021 by a bank or other provider of payment services, based on the territory of Republic of Bulgaria

ISSUER CARDHOLDER is every individual or legal entity, which owns a mobile wallet – a mobile application and a valid Mastercard card, issued prior 15.10.2021 or a virtual/tokenized Mastercard debit or credit card, issued prior 15.10.2021 and registered/tokenized in it or in Apple Pay, Google Pay, Garmin Pay, Fitbit, and respectfully a virtual card account is created, supported by a bank or other provider of payment services, based on the territory of Republic of Bulgaria.

FINANCIAL INSTITUTION is the Bulgarian issuing bank or other provider of payment services in the meaning of the Credit Institutions Act, Payment Services and Payment Systems Act or other legislative acts, that supports mobile wallets or/and has implemented the service to tokenize/use cards in payment applications like Apple Pay, Google Pay, Garmin Pay, Fitbit. These are:

Raiffeisenbank (RaiPay and Apple Pay)

DSK Bank (Google Pay, Apple Pay and DSK Smart)

UniCredit Bulbank (Bulbank Mobile and Apple Pay)

Fibank – First Investment Bank (My Fibank, Apple Pay, Google Pay, Garmin Pay, Fitbit)

MyFin (Apple Pay, Google Pay, Garmin Pay, Fitbit)

Phyre (Apple Pay, Google Pay by Paynetics)

A1 Wallet (Apple Pay, Google Pay by Paynetics)

B@CB Pay of BACB (Apple Pay, Google Pay by Paynetics)

Pay by Vivacom (Apple Pay, Google Pay by Paynetics)

iCard Digital Wallet (Apple Pay)

Transcard (Apple Pay, Google Pay)

White Card/Easy Payment Services (Apple Pay)

Central Cooperative Bank (CCB) (Apple Pay, Google pay)

UBB (Apple Pay, Google Pay)

Posbank Eurobank (One Wallet, Apple Pay, Garmin Pay, Fitbit)

TOKENIZATION in the current document is the technical ability/process the card to be added/registered and used for payments via mobile wallet application.

PARTICIPANT is Issuer Cardholder who has performed at least 15 payments at physical merchant during one of the Stages, part of the Campaign by means of its Card registered in a mobile wallet.

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 Rules are drawn up according to the requirements of the Bulgarian legislation and will be published on the Mastercard website www.mastercard.bg/mobile, 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.

3.2. Mastercard reserves the right to unilaterally amend or change these Rules, and the changes will take effect after their publication on the Mastercard website www.mastercard.bg/mobile.

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

3.4. The promotional campaign and the Rules are concluded in accordance with the legislation of the Republic Bulgaria. The Bulgarian legislation shall apply to the rules not settled in these Rules.

4. TERM OF THE CAMPAIGN

4.1. The Promotional Campaign is conducted in two stages, as follows:

Stage 1 – from 15.10. to 15.11. including;

Stage 2 – from 16.11 to 15.12. including.

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

5. RIGHT OF PARTICIPATION

5.1. Every individual and legal entity which has accepted the Rules, 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 mobile wallet – a mobile application in which a valid Mastercard card, issued before 15.10.2021 or a virtual Mastercard card, issued prior 15.10.2021 is tokenized/registered and respectfully a virtual card account is created, supported by a 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 for the Issuer Cardholder to perform at least 15 payments at physical merchant during one of the stages described in art. 4.1. via card which is registered in a mobile wallet.

5.5. 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 Rules and/or if it violates any of the Rules of the Promotional Campaign.

6. PROMOTIONAL CAMPAIGN MECHANISM

6.1. Every Issuer Cardholder who has performed at least 15 payments during one of the stages of the Campaign's term by means of the mobile wallet shall be eligible to participate in the Campaign. Performing at least 15 payments during each of the stages of the Campaign is not mandatory condition for participation, but it increases the chances of the participant to win a prize in the draw.

6.2. The Participant automatically takes part in a draw for winning a prize under the Campaign after performance of the terms under Art. 6.1.

6.3. The more purchases performed in compliance with these Rules, the greater a chance for the respective Participant of being withdrawn as a Winner. Lists of all participants, who meet the requirements described in art. 6.1. are generated at the end of every stage. After the end of the second stage of the Campaign, the lists are merged, so that the participants who have fulfilled the requirements for participation for both stages get a higher chance to win a prize from the draw.

6.4. At the end of the Campaign, the Agency draws the Winner.

6.4.1. The Agency doesn't have access to data related to the transactions.

6.4.2. The Winner is drawn on the basis of encrypted information provided by the Financial Institution by means of specialized software.

6.5. After the Winner is drawn, the Agency sends a request to the financial institutions and/or banks that support the mobile wallets regarding the names, contact phone number and email of the cardholder who won a prize. The financial institutions and/or banks, in their capacity of data controllers will share these contact details with the Agency.

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

6.7. The prize under the Promotional campaign shall be provided by Mastercard.

6.8. In case that a participant who meets the criteria described in art. 6.1. doesn't want to participate in the Campaign, he must contact the Bank – issuer of the card.

7. DESCRIPTION OF THE PRIZES. WITHDRAWING

7.1. There is one prize provided under the Promotional campaign.

The prize represents:

Electric vehicle BMW i3

7.2. The winner will be drawn after the end of the Campaign via specified software before a notary. For the avoidance of doubt, the winner will be drawn on 22.12.2021. Three reserve participants shall be drawn additionally to the Winner.

7.3. In period of 14 working days after the withdrawal the names of the winner will be published on Mastercard's website www.mastercard.bg/mobile. The Organizer is not obligated to publish the names of the reserved participants.

7.4. In period of 5 working days from the publication of the winner by the order of art. 7.3. the Agency contacts the Winner via email.

7.5. The 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. The receiving of the prize will be specified by the Agency and the Winner in period of three months after the withdrawal of the Winner.

7.7. The Winner must fulfil and sign a declaration for receiving the prize, and must submit three names, PIN, permanent address and phone number for contact.

7.8. If the Winner cannot be found by the Agency, refuses to receive the prize, does not confirm that he/she wishes to receive it within 10 calendar days after the notification for winning the prize, or does not provide the necessary assistance within the meaning of these Rules incl. under Art. 7.7, 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.

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

8.1. In accordance with the Law of Income taxes of individuals, provision of prizes of value more than BGN 100 is subject to taxation. The tax is declared by the Winner.

8.2. The Agency on behalf of and at the account of Mastercard shall pay the tax due on part of the Winner. The Winner is obligated to declare the received income.

8.3. The annual tax declaration must be submitted by the Winner in the terms provided in the Law of Income taxes of individuals.

9. END OF THE PROMOTIONAL CAMPAIGN

9.1. Mastercard has 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.

9.2. The Promotional Campaign shall be terminated by means of a notification published in compliance with Art. 4.2.

10. RESPONSIBILITY

10.1. 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.

10.2. The Agency and Mastercard are not responsible for technical problems, related to participation in the Campaign which occurred due to reasons beyond their control. The AGENCY and Mastercard shall not be held liable for actions of third parties – such as car dealers, service suppliers, etc.

10.3. 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 or Financial institutions.

10.4. The Agency is the organizer of the Promotional campaign and is responsible for the prize draw and delivery process. Although Mastercard the delivery of these services provided the Agency, Mastercard shall not be liable for the Agency's actions. The Agency is solely responsible for providing the services and customer complaints should be raised directly with the Agency.

11. LITIGATION

11.1. 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.

11.2. 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 Rules. 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.

11.3. These Rules 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.

11.4. In the event of any conflict between the Bulgarian language and the English language versions of these Rules, the English language version shall prevail.

In case of questions and complaints the Agency determines the following contacts:

Email address: office@mccann.bg