

Visa Prize Draw Campaign Malta Terms & Conditions

Introduction

This Prize Draw Campaign (hereinafter referred to as the “**Campaign**”) is operated by MPS Ltd, a Maltese registered company (C 816), with its registered address at Corporate House, St Luke’s Road, Gwardamangia, Malta (hereinafter referred to as the “**Promoter**”), on behalf and in conjunction with Visa Europe (Malta) Limited, a Maltese registered company (C 84950), with its registered address at Level 2, Regional Business Centre, University Heights, Msida MSD 1751, Malta (a “**VISA Company**”), an affiliate of Visa Inc (hereinafter referred to simply as ‘VISA’)

1. Definitions

- 1.1. “**Account**” means the account of the Card opened in the name of the Cardholder.
- 1.2. “**Card**” means a debit or credit VISA card, issued in the name of a natural person, bearing the VISA brand and issued by the Participating Issuing Banks.
- 1.3. “**Cardholder**” means a natural person in whose name the Account is opened and the Card has been issued by the Participating Issuing Bank.
- 1.4. “**Eligible Transaction**” means any payment or purchase made via Electronic Point of Sale (‘EPOS’) in Malta or abroad, or any payment or purchase done online, i.e. over the internet, with the use of the Card, incl. any contactless forms of payment, i.e., via watch, phone (wearables).
- 1.5. “**Participating Issuing Banks**” means the bank or other payment institutions duly authorized by the Malta Financial Services Authority in accordance with applicable law that issued the Card, namely:
 - Bank of Valletta P.L.C
 - HSBC Bank Malta P.L.C.
 - APS Bank P.L.C.
 - BNF Bank plc
 - Insignia Cards Limited
 - Lombard Bank Malta P.L.C.
- 1.6. “**Winning Cardholder**” means the Cardholder in relation to whom an Eligible Transaction has been chosen from a random draw of Eligible Transactions made in accordance with these Terms and Conditions.

2. Campaign period

- 2.1. The Campaign is organized in the territory of Malta and shall run between 4th August to the 18th September 2022, both dates inclusive (hereinafter referred to as the “**Campaign Period**”).

3. Eligibility

- 3.1. Any natural person who has attained the age of eighteen (18) years and who holds a valid debit or credit Visa Card issued by a Participating Issuing Bank is eligible to participate in the Campaign during the Campaign Period.

- 3.2. Any other cards issued in the name of a natural person, bearing the VISA brand, issued by any other bank or other payment institution, other than the Participating Issuing Banks, are excluded from the Campaign.
- 3.3. Cardholders who use their Card to make an Eligible Transaction, of any value, shall **automatically** be deemed to be participating in the Campaign, with the set of digits distinct to that Eligible Transaction (the “**Transaction ID**”) constituting one (1) entry (‘Entry’) per Cardholder (“**Participant**”) within the Campaign.
- 3.4. The following shall not be considered to be an Eligible Transaction:
 - i) 6010 – Manual Cash Disbursements
 - ii) 6011 – Automated Cash Disbursements
 - iii) 6012 – Financial Institutions
 - iv) 6050 – Quasi Cash (purchase of gaming chips, money order etc)
- 3.5. Every Eligible Transaction shall entitle the Cardholders to one Entry to the Campaign. There is no limit to the number of Eligible Transactions that a Cardholder may make during the Campaign Period.
- 3.6. VISA’s, the VISA Company’s and the Promoter’s employees are excluded from the participation in the draw.
- 3.7. For the purposes of this Campaign, if it becomes evident that a Participant is using computer(s) or other relevant means to circumvent this Campaign, the Eligible Transactions made by that Participant, and thus, the Entries, shall be considered to be ineligible and the relevant Cardholder shall be disqualified from this Campaign immediately.

4. Campaign Draw & Prizes

- 4.1. Upon the lapse of the Campaign Period, the Transactions IDs of all Eligible Transactions shall be communicated from the VISA Company to the Promoter in a secure manner. The draw for the Campaign shall be held by the Promoter at Corporate House, St Luke’s Road, Gwardamangia on the 6th October 2022, in accordance with Subsidiary Legislation 583.05, the Gaming Authorisations Regulations, with twenty (20) Transaction IDs (the ‘Shortlisted Entries’) being selected.
 - 4.1.1. Provided that the date of the draw is subject to change, at the sole discretion of VISA, the VISA Company and/or the Promoter should this change be necessary for any reason whatsoever.
- 4.2. The first three (3) Shortlisted Entries drawn shall be the Winning Entries. The Winning Entries drawn will be communicated to the VISA Company upon which Visa Company will notify the respective Participating Issuing Banks, which, in turn, undertake authentication processes and notify the Winning Cardholders in order for the Winning Cardholders to claim their prizes.
- 4.3. The respective Participating Issuer Banks will notify the Winning Cardholders by phone within twenty four (24) hours from receiving the winning transaction ID(s). The Winning Cardholders will have twenty four (24) hours to claim their prize by sending an email to the Promoter (MPS Ltd) on askvisa@mps.com.mt confirm that they will accept the prize. Should a winning cardholder refuse their prize, or not send an email in terms of Clause 4.3, it will be offered to the next selected transaction from the Shortlisted Entries.
- 4.4. If an Entry is invalid or in breach of these Terms and Conditions, such as where the Card has been cancelled or blocked, then the Winning Cardholder’s prize will be forfeited, and VISA will be entitled to offer the prize to the next selected transaction from the Shortlisted Entries. VISA shall

not be held responsible for the inability of a Winning Cardholder to take advantage of the prize for any reason.

- 4.5. There shall be three (3) prizes to be drawn as set out below
 - 4.5.1. 1st Prize is a trip package for two (2) persons to watch two (2) FIFA World Cup Qatar 2022™ Matches: the Third Place Match and the 22nd FIFA World Cup Final. The trip is scheduled between the 15th December 2022 and the 19th December 2022;
 - 4.5.2. 2nd Prize is a trip package for two (2) persons to watch two (2) FIFA World Cup Qatar 2022™ Quarter Final Matches: M57 and M59. The trip is scheduled between the 7th December 2022 and the 11th December 2022;
 - 4.5.3. 3rd Prize ; is a trip package for two (2) persons to watch two (2) FIFA World Cup Qatar 2022™ Round of 16 Matches: M54 & M56. The trip is scheduled between the 3rd December 2022 and the 7th December 2022;
- 4.6. The sequence of the draw will be as set out below:
 - 4.6.1. The first draw will be the 3rd Prize (Round of 16)
 - 4.6.2. The second draw will be the 2nd Prize (Quarter Finals)
 - 4.6.3. The third draw will be the 1st Prize (Third Place and the 22nd FIFA World Cup Final)
- 4.7. All Prizes are inclusive of (i) international return flights from Malta to Qatar; (ii) airport transfers in Doha, Qatar; (iii) 5 star hotel accommodation for four (4) nights, all meals included; (iii) transportation to and from FIFA World Cup™ Matches and scheduled activities; (iv) Group Activities; (v) Guest amenity/gift of \$400 USD value; (vi) VISA Everywhere Lounge; (vii) VISA Concierge located within the hotel; (viii) availability of VISA Event, Medical and Security support staff.
- 4.8. Any additional costs, which the Winning Cardholder(s) may incur in the duration of the trip, including, but not limited to, any meals, event and/or activities outside of the scheduled program itinerary, hotel incidental expenses, such as expenses relating to use of phones, mini-bar, laundry, etc.; and any other applicable taxes, are excluded from the Prize and shall be borne by the relevant Winning Cardholder. The Winning Cardholder shall be responsible to organise any and all insurance schemes, and shall do so at his own expense.
- 4.9. The Prizes are non-transferrable and cannot be exchanged for cash. In the event that the Prizes are unavailable due to reasons beyond the Promoter's or VISA's control, VISA reserves the right to offer alternative prizes of equal value. In the event the Winning Cardholder does not accept the substitution, they will forfeit their right to the prize. VISA and the Promoter will not be liable for any loss or damage incurred with respect to the draw of the Prizes or the enjoyment of the same Prizes.
- 4.10. By accepting the Prizes, the Winning Cardholders acknowledge and agree that their personal data will be shared with the Promoter.
- 4.11. By accepting the Prizes, the Winning Cardholders understand, agree and irrevocably grant VISA, anyone acting on behalf of VISA, and VISA's licensees, successors, and assigns, the right to use and permit others to use the Winning Cardholders' name, image, likeness, voice, or including any derivative, transformative or synchronized works thereof, and any reproduction and publication of same (collectively, the '**Winning Cardholders' Information**') connected to the Campaign in perpetuity, and such use, distribution, and promotion of the Winning Cardholders' Information through every possible channel of communication and marketing, including Internet-based, national and international media, web sites, blogs, forum and social networks whether now known or in future developed, and this for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

4.12. By accepting the Prizes, the Winning Cardholders release any and all claims against VISA in relation to the use of Winning Cardholders' Information and agree not to pursue any claims to copyright moral rights that the Winning Cardholders might have in the Winning Cardholders' Information.

5. Point of contact

5.1. The official point of contact for Participants about their questions and comments regarding this Campaign is the Promoter. Participants may send their queries to askvisa@mps.com.mt

5.2. Participants can expect a response via the above email address to their queries within twenty four (24) hours from submission of the email.

5.3. Once the Winning Cardholders are established, the Promoter will ensure and handle all the arrangements of the Winning Cardholders for their trip to FIFA World Cup Qatar 2022™ as part of the trip packages of all three prizes.

5.4. The Promoter will not be liable (to the extent permitted by law) for any loss or damage incurred with respect to the draw of the Prizes or the enjoyment of the same Prizes.

6. Participants' rights

6.1. By entering into this Prize Draw Campaign, each Participant shall be deemed to have fully accepted these terms and conditions and that they have been read and understood by the Participant. However, if Cardholders disagree with these Terms and Conditions and wish to opt out of the Campaign, they are kindly requested to email askvisa@mps.com.mt with their request at any time before the date of the prize draw.

7. Data Protection

7.1. The Promoter, responsible for this Campaign, is the Data Processor for the personal data processed, unless otherwise stated, whilst VISA is the Data Controller. Any personal data collected in the carrying out of this Campaign shall be for the purpose of participation in the Campaign, and for verification purposes as required by law.

7.2. The processing of personal data shall be limited to the name, surname, contact information and passport related data, pertaining to the Winning Cardholders in their capacity as data subjects. Pseudonymous personal data, in the form of Transaction IDs, will be processed in relation to the Participants in the course of the Campaign, however the Promoter and VISA will not be in a position to identify the Participants, as this identifying personal data is processed solely by the Participating Issuing Banks.

7.3. The Participating Issuing Banks shall ensure that the processing is undertaken on the basis of a valid legal ground, including their obtaining valid consent from the Winning Cardholders themselves to pass on their information to the Promoter and Malta Gaming Authority, whenever required.

7.4. Personal data pertaining to Winning Cardholders processed during the course of this Campaign may be passed on to third parties, including FIFA, for complying with legal obligations or to meet legitimate interests as well as the fulfilment, delivery and arrangement of the prize.

7.5. Under applicable data protection legislation, including Regulation [EU] 2016/679 (the 'GDPR'), data subjects have the following rights; right of access, right to rectification; right to erasure; right to restriction of processing; right to object to processing and the right to data portability. The exercise of these rights is subject to any restrictions prescribed by law where the processing of

the personal data is necessary for compliance with a legal obligation to which the Data Controller is subject or for the performance of a task carried out in the public interest or in the exercise of an official authority vested in the controller.

- 7.6. If Participants wish to, they may contact the Promoter's Data Protection Correspondent at askvisa@mps.com.mt. If Participants feel aggrieved with the manner in which the Promoter processes their data or handles their request, they have a right to complain to the Supervisory Authority, the Information and Data Protection Commissioner of Malta at idpc.info@idpc.org.mt.
- 7.7. If Participants have any questions on the manner in which Participating Issuing Banks will handle Participants' personal data, the Participant is requested to contact the relevant Participating Issuing Bank directly. The Promoter, VISA and/or the VISA Company shall not in any way be held responsible for the manner in which the Participating Issuing Banks handle Participants' personal data.

8. Miscellaneous

- 8.1. VISA reserves the right to suspend or terminate the Campaign or amend these Terms and Conditions at any time for any valid, technical, or commercial reasons and without warning.
- 8.2. Sale, transfer or exchange of any part of the prize is strictly prohibited. Any attempt to sell, transfer or exchange any part of the prize(s) will result in the prize(s) being withdrawn by the Promoter and these prize(s) will be declared null and void.
- 8.3. VISA and the Promoter shall not be liable for any failure to comply with its obligations where the failure is caused by something outside its reasonable control. Such circumstances include, but are not limited to, late departures, flight cancellations, weather conditions, fire, flood, hurricane, strike, industrial dispute, war, hostilities, political unrest, riots, civil commotion, inevitable accidents, and supervening legislation.
- 8.4. FIFA is not responsible for the administration of the promotion. FIFA is not liable for anything arising out of this promotion including fulfilment of any prizes. The prize must be accepted as awarded and is subject to all the applicable terms and conditions prescribed to such prize. By accepting the prize, the Winning Cardholder is deemed to have accepted all the applicable terms and conditions prescribed to such prize, including any COVID-19 requirements.
- 8.5. As far as is permitted by law, FIFA and Visa and their associated companies and agents exclude responsibility and all liabilities arising from (i) any postponement, cancellation or material change of the FIFA event; and (ii) any act of default by a Winning Cardholder or their guest resulting in the Winning Cardholder or their guest being unable to activate the prize and / or any elements of it.
- 8.6. This Campaign and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation will be governed by Maltese law and is subject to the non-exclusive jurisdiction of the Maltese Courts.