TERMS & CONDITIONS

The terms set out below (Terms) govern the participation in and implementation of related administrative matters pertaining to the Contest to be conducted by Mastercard Asia/Pacific Pte Ltd, a company with office at 152 Beach Road #35-00, The Gateway East, Singapore 189721 (Mastercard).

A. Contest Period
This spend and win contest (Contest) will run from July 20th, 2017 to September 30th, 2017 (both dates inclusive) (Contest Period).

B. Eligibility
1. Subject to these Terms and Conditions, ONLY the following categories of persons who are residents of Kingdom of Saudi Arabia (Country) are eligible to participate in this Contest (collectively, Eligible Persons and each, an Eligible Person):
   1.1. An existing cardholder of a Credit Mastercard, Debit Mastercard or Maestro card issued in Kingdom of Saudi Arabia by any of the issuing financial institutions of the Kingdom of Saudi Arabia participating in the Contest 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 Country (Relevant Transactions).
2. The following persons are NOT eligible to participate in this Contest:
   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 Country;
   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 Contest 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 Contest automatically by satisfying the requirement in clause D.1 (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 Contest.

D. Contest Mechanics
1. Eligible Person who, during the Contest Period, uses his/her Relevant Card for the Relevant Transactions is automatically entitled to the Contest Entry(ies). No registration or application to the Contest is required.

E. Winners
1. Eligible Persons are entitled to one lucky draw chance in the Contest as of one Relevant Transaction with the Relevant Card during the Contest Period.
2. The Participant’s issuing financial institutions will select the winners (Winner(s)). In selecting those Winners, the Participant’s issuing financial institutions will strictly follow Mastercard instructions for the method of selecting the Winners.
3. Selection of the Winners will take place after the commencement of the Contest Period.
4. Each winner will have an opportunity to win the Prize with the same Credit Mastercard, Debit Mastercard or Maestro card maximum once in the Contest Period.

F. Prizes
1. The Prizes to be given away at the end of the Contest Period will be a SR 5,000 worth travel vouchers issued by a renowned travel agency in the Country. Travel vouchers will be valid for redemption from December 1st, 2017 until November 30th, 2018.
2. Issuing financial institution will contact the Winners using communication prepared by Mastercard to inform them until November 30th, 2017 and arrange for the handout of the Prizes and give the Prizes to the Winners until December 31st, 2017.
3. Winner(s) will need to take over the prize until December 31st, 2017.
4. The following additional terms and conditions shall apply to the Prizes:
   4.1. All Prizes are given “as is” basis and are not transferable, nor exchangeable for credit or kind whether in part or in full;
   4.2. All costs, fees and/or expenses incurred or to be incurred by the Winner in relation to the Contest 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 Winners(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;

4.3. 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;

4.4. All Relevant Card account(s) and/or other account(s), facilities or loans of the Winner must be in good standing during the Contest, 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;

4.5. 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;

4.6. 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 Contest. 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 Contest, 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 Contest and/or the use of the Prizes which is not due to the fault of and/or negligence of Mastercard.

4.7. 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;

4.8. 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 Contest 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 Contest. 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 Contest. Mastercard’s decision on all matters relating to the Contest (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 Contest 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 Contest. 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 Contest 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 Contest and/or receiving the Prize.

2. Mastercard’s decision on all matters relating to the
Contest will be final and binding.

3. To the fullest extent permitted by law, by participating in this Contest, 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 Contest), liable for any loss or damages that he/she may incur, in connection with the Contest.

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 Contest and/or replace this Contest with another similar promotion, Contest 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 Contest 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 Contest 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 Contest 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 Contest 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.