

TERMS AND CONDITIONS FOR "MASTERCARD PRICELESS - UEFA CAMPAIGN 2024"

The following terms and conditions ("**Terms and Conditions**") apply to the "MASTERCARD PRICELESS - UEFA CAMPAIGN 2024" ("**the Campaign**") and by participating in the Campaign you are deemed to have read, understood, and accepted these Terms and Conditions.

1. ORGANIZATION, DURATION, ELIGIBILITY AND ENTRY

- a. Mastercard cardholders will stand a chance to win 1 (one) of 5 (five) Mastercard Priceless - UEFA Campaign 2024 experiences. The Promotion is organized by Mastercard to reward Mastercard cardholders in Kenya that make an in-store or online payment with a Mastercard branded Pre-paid, Credit or Debit card (excluding corporate cards) issued in Kenya by a Mastercard issuing bank partners ("**Eligible Card**"), during the Campaign Period.
- b. The Campaign period will commence on 01 April 2024 ending on 15 May 2024 (both days included), unless extended or revoked without prior notice and without liability by Mastercard, at their sole discretion.
- c. To qualify for the Promotion, Mastercard cardholders must make an in-store or online payment with an Eligible Card during the Campaign Period ("**Eligible Transaction**"). Participant(s) with the highest number of transactions during the campaign period are eligible to be selected as Winner(s) for the Campaign.
- d. Participants must (i) be of at least 18 (eighteen) years of age at the time of entry, (ii) hold a valid passport, a Kenyan National identification card or Kenyan resident card ("**Eligible Participant**").
- e. The number of Eligible Transactions that are refunded or unsuccessful (for any reason whatsoever) will not be considered for the determination of an Eligible Participant to qualify as a Winner.
- f. By participating in the Promotion, Participants fully and unconditionally agree to and accept these Terms and Conditions and the decisions of Mastercard, which are final and binding, in all matters related to the Promotion, provided, however, it is clarified that Cardholders are not bound in any manner to participate in the Promotion and any such participation in the Promotion is voluntary.
- g. 5 (five) Eligible Participants will be chosen by Mastercard from the participating issuing banks after the end of the promotion period.

2. THE CAMPAIGN PRIZE

The details of the Package for the Prize are as below:

Package	Amboseli Serena Safari Lodge for the Winner and their 3 (three) travel
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	<p>companions from 31 May 2024 to 2nd June 2024</p>
<p>Inclusions of the Package</p>	<ol style="list-style-type: none"> 1. Stay: <ul style="list-style-type: none"> 2 nights stay at Amboseli Serena Safari Lodge. 2. Meals <ul style="list-style-type: none"> 2 (two) breakfast meals; 2 (two) lunch meals; and 2 (two) dinner meals. 3. Transfers <ul style="list-style-type: none"> Private transfer from a designated location in Nairobi to Amboseli Serena Safari Lodge; Private transfer from Amboseli Serena Safari Lodge to a designated location in Nairobi. 4. Sightseeing <ul style="list-style-type: none"> Safari game drive; and An exclusive private viewing of the UEFA Champions League Final, at Amboseli Serena Safari Lodge, on Saturday 1st June 2024.
<p>Exclusions of the Package (the cost and expenses need to be borne by the Winners except for points mentioned above)</p>	<ol style="list-style-type: none"> 1. Any other incidental travel expense not specifically mentioned above; 2. Sightseeing tours and other in-destination activities; 3. Items of personal nature/personal expenses; 4. Additional meals; 5. Room upgrade; 6. Room service; 7. Tips and gratuities; 8. Travel Insurance; 9. Any costs associated dispatch/delivery of with passports and/or travel visas;

	<p>10. Telephone bills.</p> <p>Please note: Any activity not specifically included in the "Inclusions of the Package" shall be considered as excluded unless otherwise decided by Mastercard in its sole discretion.</p>
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- a. The Package is non-assignable, non-transferable, not exchangeable and is non-redeemable for cash or other prizes unless due to unforeseen circumstances and must be approved by Mastercard.
- a. The detailed itinerary of the package will be shared with the Winner(s) closer to the date of travel. The program itinerary and details are at the discretion of Mastercard and are subject to change.
- b. The Packages offered under this Promotion are subject to availability and accordingly Mastercard in no circumstances shall be liable for non-availability of the Package or any part thereof.
- c. Hotel stays issued as a part of the Package is subject to hotel's terms and conditions, including but not limited to check-in and checkout times. Documentation that is reasonably necessary to make any arrangements for the Winner(s) (e.g. passport number) must be supplied upon request, and failure to do so promptly may result in the forfeiture of the Package. The Winner(s) and their travel companion(s) on the Package must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents prior to and for their travel (e.g. valid passport).
- d. The Winner(s) will be required to share personal information including but not limited to, name, address, email address, telephone number etc. with the Mastercard agency for the purpose of fulfilment of the Packages and the experiences therein.
- e. In the likelihood of the event or Package being cancelled, Mastercard reserve the right to offer an alternative prize of equal value. In the event of travel restrictions, where the Winner(s) cannot travel for any reason whatsoever, including the inability to procure a valid visa for travel, the Package shall be forfeited.
- f. The Participants and/or Winner(s) hereby agree to not make any claim or raise any complaint whatsoever against Mastercard in this respect. Mastercard shall not be responsible for any claim arising out of or in connection with such forfeiture.
- g. Mastercard reserve the right, at any time, without prior notice and without assigning any reason whatsoever, add/alter/modify/change or vary any or all of these Terms and Conditions or to replace, wholly or in part, this Package with another Package, whether similar to this Package or not.

- h. Mastercard's decision on all matters relating to the Package shall be final, conclusive, and binding. No appeal will be entertained.
- i. The Participants and/or Winner(s) consent to Recording/Photography (content) for the purposes of the Campaign.
- j. This consent governs participation in the Mastercard Priceless - UEFA Campaign 2024 experiences being conducted by Octagon Africa (Pty) Limited on behalf of Mastercard.
- k. The Participants and/or Winner(s) consent to Mastercard and its parent companies, subsidiaries, affiliates, licensees, successors, assigns and contractors (including its affiliates), filming or otherwise recording the Participant's and/or Winner(s) appearance, poses, voice and statements, and editing such recordings (collectively "**Footage**").
- l. The Participants and/or Winner(s) agree that Mastercard may use, or license others to use, the content or a reproduction of it, in whole or in part, and/or the Participant's and/or Winner(s) name, voice, likeness and any biographical material which the Participant and/or Winner(s) may provide, in connection with the use of the Footage, for marketing and promotional purposes, on websites operated by or for Mastercard and in social media channels. The Participants and/or Winner(s) further agree that Mastercard, in its sole discretion, may edit, modify, add to, delete from, or change the content.
- m. The Participants and/or Winner(s) also acknowledge and agree that Mastercard shall have no obligation to use the content or the Participant's and/or Winner(s) name in any manner. The Participants and/or Winner(s) hereby release Mastercard from any rights the Participants and/or Winner(s) may have in connection with the use of the content and the Participant's and/or Winner(s) name. The Participant and/or Winner(s) shall not own any rights in the content, and the Participants and/or Winner(s) acknowledge that Mastercard shall be the sole owner of the content. The Participants and/or Winner(s) represent that any statements made by the Participants and/or Winner(s) during the content are true, to the best of the Participant's and/or Winner(s) knowledge, and that neither they nor the Participant's and/or Winner(s) appearance will violate or infringe upon the rights of any third party, nor give rise to any claim.
- n. The Participants and/or Winner(s) hereby releases Mastercard, its contractors and their parent companies, subsidiaries, affiliates, licensees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the content, including, but not limited to, defamation, invasion of privacy, right of publicity, copyright, or any other personal and/or property rights ("**Claims**") and agree that the Participants and/or Winner(s) will not now or in the future assert or maintain any Claims against Mastercard, its contractors or their parent companies, subsidiaries, affiliates, licensees, successors or assigns.
- o. The Participants and/or Winner(s) hereby waive any right of inspection or approval of the Participant's and/or Winner(s) appearance or the uses to which the content

may be put. The Participants and/or Winner(s) acknowledge that Mastercard will rely on this permission potentially, at substantial cost to Mastercard and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under this content Consent.

3. IDENTIFICATION OF WINNERS

- b. Winners of the Mastercard Priceless - UEFA Campaign 2024 experience will be contacted through Mastercard's Agency by no later than 23 May 2024.
- c. The Winners will be required to sign reward acceptance agreements, indemnity, and model release forms. They will also be required to present a valid passport, a Kenyan National identification card or Kenyan resident card for themselves and their travel companion(s) in order to facilitate travel bookings.
- d. Entry and participation in the Promotion constitute the Participant's and/or Winner(s) consent for Mastercard and their designees to use the Participant's and/or Winner(s) name, image, prize information, likeness, and county of residence in the marketing activities related to the Promotion in any media without further consideration for the duration of the Campaign and for a period of 3 (three) months after the conclusion of same.
- e. By accepting the reward, the Winners will have deemed Mastercard the right to use their image, name, video, and voice on radio, print and television or in any other media or event as determined by Mastercard to the receipt of the prizes for the duration of the Campaign and for a period of 3 (three) months after the conclusion of same without additional consideration or compensation.

4. GENERAL TERMS OF THE PROMOTION

- a. The Package must be claimed within 48 hours from date of being contacted by Mastercard's Agency.
- b. Should there be at least 3 (three) unsuccessful attempts within 48 (forty-eight) hours after the Winner(s) having been contacted by Mastercard's Agency, Mastercard and the issuing bank partners reserve the right to select the next Eligible Participant in line, with the highest number of transactions. For the avoidance of doubt, missed calls and calls diverted to voice mails will not be considered as answered for purposes of this Campaign.
- c. Mastercard, has the right, in its absolute discretion, to: (i) disqualify and/or remove any of the Winners or (ii) not qualify an Eligible Participant as a Winner, based on any suspicion of malpractice or malfeasance by or on behalf of such Eligible Participant. Mastercard reserve the right, in its absolute discretion, to disqualify without notice, any cardholder or Eligible Participant found to be: violating these Terms and Conditions; tampering or attempting to tamper with the entry process or the operation of the Promotion; acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Promotion. Any attempt by an individual to undermine the legitimate operation of this Promotion may be a violation of the

applicable criminal and/or civil laws. Should any such attempt be made, Mastercard reserve the right to seek remedies, including criminal prosecution, and damages to the maximum extent permitted by law.

- d. Mastercard and the issuing bank partners may select additional reserve Winners, who shall be contacted as the immediate next Winners to replace any Winner(s) that could not be contacted as provided in clause 4(b) or Winner(s) that were disqualified as provided in clause 4(c).
- e. Mastercard reserves the right to amend and adjust the Promotion format and timings as they deem fit and shall communicate the same as necessary.
- f. Although Mastercard has made reasonable efforts to ensure that all information and materials relating to the Promotion are accurate, they shall not be liable for any inaccuracy or errors in such information and/or material.

5. FORCE MAJEURE

Mastercard, their agents and sub-contractors will also not bear responsibility for any loss or damage to a Participant and/or Winner(s), whether caused by self or any third party, arising from matters outside the control of Mastercard, their agents and sub-contractors including but not limited to force majeure events such as acts of God, terrorism, labour action or unrest, computer viruses, power outages; lockdowns, epidemics/pandemics or any other cause whatsoever beyond the control of the Affected Party.

6. EXCLUSION OF LIABILITY

- a. Except where prohibited, by participating in the Promotion, Participants and/or Winner(s) agree to release and hold harmless Mastercard, all Mastercard employees, contractors and immediate family (spouse, parents, siblings, children, and household members), bank partners, agents and agencies, officers, directors and employees of each of them or third party involved in the development, facilitation or execution of this Campaign from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to:
 1. failure to award any component of a prize due to government policies and restrictions on the occurrence of any similar public health emergency; or
 2. injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Promotion or receipt, use or misuse of any prize. Participants and/or Winner(s) further agree that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and no event shall the Released Parties be liable for attorney's fees. Participants and/or Winner(s) waive the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.

- b. By entering the Promotion, all Participants and/or Winner(s) agree to be bound by these Terms and Conditions which will be subject to interpretation by the Mastercard, whose interpretation shall be final and binding.
- c. In case of any queries or concerns on the Promotion, Participants and/or Winner(s) should contact Octagon Africa Pty at: 21 Scott Street, Waverley, Johannesburg, South Africa 2091

7. AMENDMENT AND TERMINATION

- a. Mastercard reserves the right to amend, modify or change these Terms and Conditions at any time during the Promotion and/or to terminate the Promotion entirely, which amendment, modification, termination or change of these Terms and Conditions or the Promotion.
- b. Termination of the Campaign will occur upon the lapse of the Campaign Period or at such earlier or later time as determined by Mastercard at its sole discretion, with or without prior notice.

8. PRIVACY AND DATA PROTECTION

- a. To facilitate the Promotion and for marketing communications, Mastercard may process personal information relating to identified or identifiable natural persons, i.e. personal data, who participate in the Promotion. Mastercard will process this personal data in accordance with the company Privacy Policy and in accordance with data protection requirements under the Kenyan Data Protection Act, Act No. 24 of 2019.
- b. Mastercard may work with additional third parties in the Campaign and the entrants hereby explicitly and unambiguously consent to the collection, use and transfer of personal data, between Mastercard, its issuing bank partners and marketing and communication agencies, to this Campaign.
- c. Mastercard is committed to respecting and protecting the privacy of the personal data collected from the entrants through the issuing bank partners.

9. OTHER TERMS AND CONDITIONS

- a. All Participants and/or Winner(s) further warrant and represent that they have read and understand these Terms and Conditions and agree to be bound thereby.
- b. These Terms and Conditions and or any amendments will be available on pricless.com.
- c. Participants and/or Winner(s) of the Campaign are required to keep themselves updated on the Terms and Conditions of the Campaign.
- d. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- e. The decision of Mastercard on all matters relating to this Campaign is final.

- f. If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability, or invalidity will not affect any other provision of these Terms and Conditions, and these Terms and Conditions will then be construed as if such unenforceable or invalid provisions had never been a part of these Terms and Conditions.