

Mastercard Pay & Get Rewards Program in Malta

Campaign Rules of the Program (the “Rules”) for participating Issuers in Malta only

- 1. Introduction** – MASTERCARD EUROPE SA, with its registered seat at Chaussee de Tervuren 198 a, Waterloo, Belgium, company no 0448.038.446 (“**Mastercard Company**”) as a foreign legal entity introduces Mastercard Pay & Get Rewards Program (the “**Program**”) for participating Issuers in Malta.

The Rules are not intended to serve as an agreement between Mastercard Company and the Issuer Cardholder or to bind the latter in anyway. The Rules are binding on the Issuer that is ultimately responsible for implementing them in relation to the Issuer Cardholder under the Agreement between the Issuer and Issuer Cardholder from time to time and in accordance with Maltese Law. The issuer will among others ensure that these Rules are adequately reflected in the Agreement with the Issuer Cardholder and communicated to the Issuer Cardholder by the Issuer accordingly. Any resulting arrangement arising from the implementation of the Rules as aforesaid is between the Issuer and the Issuer Cardholder.

Mastercard Company hereby establish the following Rules of the Program for participating Issuers in Malta.

The Program starts on 1st of November 2022 and ends on 31st December 2022 (the cashbacks are paid till 14th January 2023).

The Program is organized in the territory of Malta and shall be implemented by the Issuers which must at all times comply with all applicable laws and regulations.

These Rules will be published at: www.mastercard.mt. Issuers will properly reflect the terms of these Rules in their Agreement with Issuer Cardholders.

IMPORTANT: the Issuers shall clearly state to Issuer Cardholders that purchases using the Card made between the 1st November 2022 and the 31st December 2022 but which are however cleared after the Clearing Deadline (after 14th January 2023) shall not be considered to be Eligible Purchases and shall accordingly not be eligible to any Cashback under this Program.

- 2. Definitions** – In these Rules:

“**Account**” means the account of the Card (if any) opened in the name of the Issuer Cardholder.

“**Agreement**” means the agreement between Issuer Cardholder and its Issuer in respect of issuing the Card.

“**BIN**” means the bank identification number.

“**Card**” means any active Mastercard card (excluding Maestro and commercial cards), issued in the name of a natural person, bearing Mastercard Company’s brand and issued by an Issuer. The Card does not mean non-reloadable prepaid cards issued by a bank or other payment institution.

“**Cashback**” means a credit transaction which is available to Issuer Cardholder under this Program which the Issuer shall pay to the Issuer Cardholder in accordance with these Rules and the Agreement provided always that the relative budget set aside for the Program by the Mastercard Company from time to time has not yet been exhausted.

“**Clearing Deadline**” means the 14th January 2023.

“**Cross-border Merchant (e-commerce)**” means any merchant with the registered seat outside or place of business Malta, with the processor of card payments being outside of Malta.

“**Domestic Merchant**” means any merchant with the registered address or place of business in Malta, with the processor of card payments being in Malta.

“**Eligible Purchase/s**” means any purchase of Euro 100 or more (if the applicable billing currency of the Card

is Euro) or of USD 100 or more (if the applicable billing currency of the Card is USD) done online via the internet from/at a Cross-border Merchant (e-commerce) or a Domestic Merchant with the use of the Card by respecting these Rules and the Agreement, which have to be cleared by not later than the Clearing Deadline. Any purchases using the Card made during the period starting 1st November 2022 and ending 31st December 2022 which are for whatever reason cleared after the Clearing Deadline shall not be considered as Eligible Purchases.

“**in writing**” means any written communications, including in the electronic form (such as e-mail messages).

“**Issuer**” means the bank or other payment institution duly authorised by the Malta Financial Services Authority in accordance with applicable law that issued the Card, namely:

FINANCE INCORPORATED LTD

HSBC BANK MALTA P.L.C.

LOMBARD BANK MALTA P.L.C.

PAPAYA LIMITED

CALAMATTA CUSCHIERI FINANCE GROUP P.L.C. (MONEYBASE)

“**Issuer Cardholder**” means a natural person or legal entity, in whose name the Account is opened by the Issuer.

“**Mastercard Company**” means the company MASTERCARD EUROPE SA.

“**Program**” means the loyalty program Mastercard Pay & Get Rewards in Malta which enables earning cashback from Eligible Purchases in accordance with these Rules.

“**Website**” means the web page available at www.mastercard.mt

3. The Issuer shall allow Issuer Cardholders having an Account with that Issuer to benefit from the Program whenever making an Eligible Purchase during the period when the Program is active and earn a Cashback accordingly in terms of these Rules and the Agreement. In case of conflict between the Rules and the Agreement, the Rules shall prevail as between the Issuer and Mastercard Company.

Issuer Cardholders shall be entitled to a one time only Cashback of Ten Euros (EUR 10) for an Eligible Purchase made using the relative Card. A maximum of one single Cashback per Card is allowed.

For avoidance of doubt, limitations regarding the purchase made by the Card at the online stores of the relevant merchants depend exclusively on each Issuer. Cashbacks shall be available in the case of purchases made at/from both Cross-border Merchants (e-commerce) and Domestic Merchants.

Transactions that will be excluded from the Program are the ones which belong to one of Merchant Category Codes listed below, and no Cashback shall be paid by the Issuer to an Issuer Cardholder accordingly:

4829	Quasi Cash - Money Transfer
6010	Financial Institutions--Manual Cash Disbursements
6011	Financial Institutions--Automated Cash Disbursements
6012	Quasi Cash - Financial Institution - Merchandise and Services
6050	Quasi Cash - Member Financial Institution
6051	MasterCard - Quasi Cash-Merchant
6529	Quasi Cash - Remote Stored Value Load
6530	Quasi Cash - Remote Stored Value Load
6531	Payment Service Provider

6532	Payment Transaction - Member
6533	Payment Transaction - Merchant
6534	Money Transfer - Customer Financial Institution
6535	Value Purchase - Member Financial Institution
6536	MoneySend - IntraCountry
6537	Moneysend - Intercountry
6538	Moneysend Funding
6540	POI (Point of Interaction) Funding Transactions (Excluding MoneySend)
7801	Internet gambling
7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off- Track Betting, and Wagers at Race Track
9754	Quasi Cash - Gambling-Horse Racing, Dog Racing, State Lotteries

The Issuer shall allow the Issuer Cardholders to exercise the right of Cashback in accordance with this Program only once per each Card.

Mastercard Company will not be liable for any loss or damage incurred as a result of any interaction between Issuer Cardholder and the Domestic and/or Cross-border Merchant or Issuer with respect to the Eligible Purchases.

The settlement of Cashbacks shall be done by the Issuer via settlement processing of cashback transactions which will have been initiated after clearing of the Eligible Purchase To ensure the relevant data in connection with the Program is up to date Issuers shall report promptly on-us transactions (if there are any). The amount of EUR 10.00 as an individual reward per Card will be posted to Issuer Cardholder by its Issuer. The Program does not apply to purchases which are cleared after the Clearing Deadline (14th January 2023).

4. **Benefit from Program** – Issuers shall allow Issuer Cardholders the benefit of the Issuer's participation in the Program only in compliance with these Rules and the Agreement, and only in respect of active Cards. In case that a Card is cancelled or blocked by the Issuer, the benefits allowed to Issuer Cardholders pursuant to the Issuer's participation in this Program may also be suspended. Mastercard Company may revoke participation of the Issuer in the Program and cancel any Cashback which has been already earned (except for the cashback that has already been paid to Account of the Issuer Cardholder) if the Issuer fails to abide by these Rules or otherwise fails to ensure that Issuer Cardholders abide by the Agreement reflecting these Rules which the Issuer is to implement for the purposes of this Program.
5. **Information** – The Issuer shall allow the Issuer Cardholder the ability to check the Cashback received via any possible way provided by the Issuer (such as but not limited to, mobile banking, internet banking, electronic statement).
6. **Suspension of rights to earn Cashback** – The Issuer shall promptly suspend the Issuer Cardholder's right to benefit from the Program and earn a Cashback in any of the following cases:
 - Issuer Cardholder is in breach of the provisions of the Agreement with its Issuer;
 - Reversal of an Eligible Purchase;
 - Issuer is in breach of these Rules.

The duration and terms and conditions of any such suspension, including the immediate termination as the case may be, shall be determined by Mastercard Company and communicated to the Issuer for further communication by the Issuer to the Issuer Cardholders accordingly.

- 7. Termination of participation** - Closing of Account or Card will be regarded as Issuer Cardholder desire to terminate his right to benefit from the Issuer's participation in the Program. At any time during the Program, Mastercard Company is entitled to instruct the Issuer to terminate any Issuer Cardholder's right to benefit from the Issuer's participation in the Program.
- 8. Program Funding** – Cashback funding is limited by the Program budget.
- 9. Amendments and termination** – Mastercard Company may make any amendments to these Rules at any time. Such amendments shall be posted on the Website (www.mastercard.mt). The amendments shall come into effect immediately after posting the relevant information on the Website, unless specified differently on the Website.

Mastercard Company reserves the right to terminate the Program if circumstances occur that Mastercard Company could not have known to occur or could not have foreseen, prevented, or eliminated, such as natural disasters, epidemics, civil unrest, war destruction, government acts from the influence on the fulfillment of obligations etc., and which circumstances directly or indirectly affect the financial market and the stability of currencies, i.e. the state of market exchange rates.

- 10. Severability of provisions** – If any provision of these Rules or any portion thereof is held illegal, invalid or unenforceable, then such provision shall be severed from these Rules and shall not affect the legal force and enforceability of any other provisions. These Rules shall supersede all prior agreements, announcements and representations in respect of the Program. If any details of the Program contradict or contravene these Rules, then the Rules shall prevail, unless stated otherwise. Failure of Mastercard Company to exercise any of its rights in accordance with these Rules shall not operate as its waiver from such rights.
- 11. Applicable law and language** – these Rules are made in English and governed by the laws of Malta.