

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 September and ends on 31st December 2021.

The Program will be conducted in four periods:

1. 01st September 2021 – 30th September 2021 (cashback payments till 15th October 2021)
2. 01st October 2021 – 31st October 2021 (cashback payments till 15th November 2021)
3. 01st November 2021 – 30th November 2021 (cashback payments till 15th December 2021)
4. 01st December 2021 – 31st December 2021 (cashback payments till 15th January 2022) (each a “**Period**”).

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.

- 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 debit Mastercard card (including debit commercial cards), issued in the name of a natural person, bearing Mastercard Company’s brand and issued by the 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.

“**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 purchases done online, i.e. over the internet with the use of the Card by respecting these Rules and the Agreement.

“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:

FERRATUM BANK LIMITED

FINANCE INCORPORATED LTD

HSBC BANK MALTA P.L.C.

LOMBARD BANK MALTA P.L.C.

PAPAYA LIMITED

“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 which use their Card to make at least four or more purchases online at Domestic or Cross-border Merchants equal or more than EUR 40,00 each purchase shall be granted by the Issuer a Cashbak the amount of EUR 10,00 after each fourth purchase, but no more than 10 times per month.

For avoidance of doubt, limitations regarding the purchase made by the Card at the online stores of the Domestic and Cross-border Merchants depend exclusively on each Issuer.

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:

6536 MoneySend Intracountry

6537 MoneySend Intercountry

6538 MoneySend Funding

6010 Manual Cash Disbursements—Customer Financial Institution

6011 Automated Cash Disbursements—Customer Financial Institution

9311 Tax Payments

7995 Gambling Transactions

4829 Money Transfer—Merchant

6050 Quasi Cash—Customer Financial Institution

6051 Quasi Cash—Merchant

6012 Merchandise and Services—Customer Financial Institution
6534 Payment Transaction
6533 Payment Transaction—Merchant
6540 POI Funding Transactions (Excluding MoneySend)
9754 Gambling—Horse Racing, Dog Racing, Non-Sports Internet Gambling
6532 PSP - Member Payment Transaction
6529 Remote Stored Value Load
6530 Remote Stored Value Load
6211 Gambling Transaction
4829 Money Transfer Merchant\Visa Money Transfer OCTs
6012 Member Financial Institution Merchandise and Services \Visa Money Transfer OCTs

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

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 Issuer will grant to the Issuer Cardholder a fixed Cashback of EUR 10.00 EUR (no more than 10 times per month) in case of achieving the promotion conditions defined above. The payment of Cashbacks by the Issuer shall be done by the Issuer after clearing of the fourth contributing online purchase, and for this purpose Issuers shall report promptly on-us transactions to ensure the relevant data in connection with the Program is up to date. The amount of EUR 10.00 as an individual reward per Card will be posted to Issuer Cardholder by its Issuer.

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 reversal;
 - 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.