

**Promotional campaign to encourage payments with mobile wallets for Mastercard payment card users**

**Promotivna kampanja za podsticanje plaćanja mobilnim novčanicima za korisnike Mastercard platnih kartica**

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

**Pravila kampanje Programa („Pravila“) za izdavaoce koji učestvuju Programu**

**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**”) in Republic of Serbia.

**1. Uvod** – MASTERCARD EUROPE SA, sa registrovanim sedištem na adresi Chaussee de Tervuren 198 a, Waterloo, Belgija, registarski broj 0448.038.446 („**Kompanija Mastercard**“) kao strano pravno lice uvodi Mastercard Pay & Get Rewards Program („**Program**“) Republici Srbiji.

Due to the fact Mastercard Company does not perform business activities on the territory of Republic of Serbia, Issuer of Mastercard debit or credit card is responsible for the realization of the Program in the territory of Republic of Serbia and therefore has the obligation under the Law on Trade (“Official Gazette RS” no. 52/2019) to announce the sales incentives offer.

S obzirom na činjenicu da Kompanija Mastercard ne obavlja privrednu delatnost na teritoriji Republike Srbije Izdavalac Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji Republike Srbije i stoga ima obavezu prema Zakonu o trgovini (“Službeni Glasnik RS” br. 52/2019) da objavi ponudu za prodajne podsticaje.

ProCredit Bank is conducting a promotional campaign to encourage payments with mobile wallets for Mastercard debit and credit card users.

ProCredit banka sprovodi promotivnu kampanju za podsticanje plaćanja mobilnim novčanicima za korisnike Mastercard debitnih i kreditnih kartica.

The Program starts on 1st of November and ends on 30th of November 2022.

Program počinje 1. novembra i završava se 30. novembra 2022. godine.

The Program is organized in the territory of Republic of Serbia.

Program se organizuje na teritoriji Republike Srbije.

Rules will be published at: [www.procreditbank.rs](http://www.procreditbank.rs).

Pravila će biti objavljena na: [www.procreditbank.rs](http://www.procreditbank.rs).

**2. Definitions** – In these Rules:

**2. Definicije** – U ovim Pravilima:

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

„**Račun**“ označava račun Kartice (ako postoji) otvoren na ime Korisnika kartice Izdavaoca.

Cardholder.

“**Android**” means android operating system for smartphones.

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

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

“**Card**” means Mastercard card, 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, Maestro or any commercial card issued by a bank or other payment institution.

“**Cashback**” means credit transaction which is available to Issuer Cardholder under this Program.

“**Domestic Merchant**” means any merchant with the registered seat in Republic of Serbia, and which has signed an agreement on processing card payments with a bank with registered seat in the Republic of Serbia and which has a license by Mastercard to process card payments.

“**Eligible Purchase/s**” means purchase/s done using the Card through Mobile Wallet in accordance with this Terms.

“**IOS**” means operating system for Apple smartphones and other devices.

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

„**Android**“ označava android operativni system za pametne mobilne telefone.

„**Ugovor**“ označava sporazum između Korisnika kartice Izdavaoca i njenog Izdavaoca u vezi sa izdavanjem Kartice.

„**BIN**“ označava identifikacioni broj banke.

„**Kartica**“ označava Mastercard karticu, izdatu na ime fizičkog lica, koja nosi brend kompanije Mastercard i koju izdaje Izdavalac. Kartica ne označava PrePejd (non-reloadable) nedopunjive kartice, Maestro ili komercijalne/biznis kartice izdate od strane banke ili druge platne institucije.

„**Povraćaj novca**“ označava kreditnu transakciju koja je dostupna Korisniku kartice Izdavaoca u okviru ovog Programa.

„**Domaći trgovac**“ označava svakog trgovca sa sedištem u Republici Srbiji, koji ima potpisan Ugovor o obradi kartičnog plaćanja sa bankom sa sedištem u Republici Srbiji i koji poseduje licencu kompanije Mastercard za obradu kartičnog plaćanja.

„**Kvalifikovana/e kupovina/e**“ označava kupovinu/e obavljenju/e korišćenjem Kartice putem Mobilnog novčanika u skladu sa ovim Uslovima.

„**IOS**“ označava operativni sistem za Apple pametne mobilne telefone i druge uređaje.

„**U pisanoj formi**“ označava svaku pisanu komunikaciju, uključujući i elektronsku formu (kao što su e-mail poruke).

The **“Issuer”** means the bank or other payment institution that issued your Card, i.e.:

- ProCredit Bank AD Beograd (Android and IOS Mobile Wallet);

**“Issuer Cardholder”** means private individual, in whose name the Account is opened by the Issuer.

**“Mobile Wallet”** means application for the device which is connected with the Card and can be used for contactless payments at the point of sale.

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

**“Program”** means promotional campaign to encourage payments with mobile wallets for Mastercard payment card users in Republic of Serbia which enables earning Cashback from Eligible Purchases.

**“Website”** means the web page available at [www.procreditbank.rs](http://www.procreditbank.rs).

- 3. The Enrolment and the Cashback** (Money return) – by making an Eligible Purchase, during the Program, Issuer Cardholder is entitled to participate in this Program. By accepting these Rules, Issuer Cardholder shall be eligible for the marketing incentive (Cashback) in accordance with the Rules (as defined below).

Cards through which at least 5 or more Eligible Purchases are made at Domestic Merchants in the cumulative minimum amount of RSD 3.000 are entitled to receive cashback in the amount of RSD 1.000, within a period till the 15th day of the month following the month of last Eligible purchase made by the Card in accordance with these Rules.

**“Izdavalac”** označava banku ili drugu platnu instituciju koja je izdala Karticu za korisnika i to:

- ProCredit Bank AD Beograd (Android i IOS Mobilni novčanik);

**„Korisnik kartice Izdavaoca“** označava fizičko lice, na čije ime je otvoren Račun od strane Izdavaoca.

**„Mobilni novčanik“** označava aplikaciju Izdavaoca za mobilne uređaje koji kada je povezan sa Karticom može da se koristi za beskontaktna plaćanja na prodajnim mestima.

**„Kompanija Mastercard“** označava privredno društvo MASTERCARD EUROPE SA.

**„Program“** označava promotivnu kampanju za podsticanje plaćanja mobilnim novčanicima za korisnike Mastercard platnih kartica u Republici Srbiji i koji omogućava Povraćaj novca na osnovu Kvalifikovanih kupovina.

**„Veb-sajt“** označava veb stranicu koja je dostupna na [www.procreditbank.rs](http://www.procreditbank.rs).

- 3. Kvalifikovanje i Povraćaj novca** – Kvalifikovanom kupovinom, u periodu trajanja Programa, Korisnik kartice Izdavaoca ostvaruje pravo da učestvuje u ovom Programu. Poštovanjem ovih Pravila, Korisnik kartice Izdavaoca će imati pravo na prodajni podsticaj (Povraćaj novca) u skladu sa Pravilima (kao što je definisano u nastavku).

Kartice putem kojih se izvrši najmanje 5 ili više Kvalifikovanih kupovina kod Domaćih trgovaca u ukupnom minimalnom iznosu od 3.000 RSD ostvaruju pravo na Povraćaj novca u iznosu od 1.000 RSD, u periodu do 15-og dana u mesecu koji sledi nakon meseca u kome je izvršena poslednja Kvalifikovana kupovina Karticom u skladu sa ovim Pravilima.

For the avoidance of doubt, restrictions on Card purchases at Domestic Merchants stores depend solely on each individual Issuer.

Transactions that will be excluded from the Program are the ones which belong to one of Merchant Category Codes (MCC) defined below:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements - Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution
- 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 Securities brokers, dealers

The right of Cashback in accordance with this Program may be exercised by only once per unique Card number during the Program duration.

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

Radi izbegavanja sumnje, ograničenja u vezi sa kupovinama Karticom u prodavnicama Domaćih trgovaca zavise isključivo od svakog pojedinačnog Izdavaoca.

Transakcije koje će biti isključene iz Programa su one koje pripadaju jednom od međunarodno definisanih kategorija kodova trgovaca Merchant Category Codes (MCC) definisanim u nastavku:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements—Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution
- 7995 Gambling Transactions
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- 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 Securities brokers, dealers

Pravo na Povraćaj novca u skladu sa ovim Programom može se iskoristiti samo jednom po jedinstvenom broju Kartice u toku trajanja Programa.

ProCredit bank i kompanija Mastercard neće biti odgovorna za bilo kakav gubitak ili štetu nastalu kao rezultat bilo kakve interakcije između Korisnika kartice Izdavaoca i Domaćeg trgovca i/ili Izdavaoca u vezi sa Kvalifikovanim kupovinama.

The Issuer Cardholder will get fixed cashback of RSD 1.010 in case of achieving the sales incentive conditions defined above. The amount of RSD 1.000 as an individual payment per Card will be posted to Issuer Cardholder by its Issuer.

- 4. Participation** – To participate in the Program, Issuer Cardholders should comply with the provisions of the Agreement and these Rules, and Card with which Issuer Cardholders are registered in the Program, must be active. In case that Card is cancelled or blocked by Issuer Cardholders' Issuer, participation in the Program may be suspended. ProCredit bank may revoke participation of the Issuer Cardholder 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 Issuer Cardholder fails to comply with any of the Rules.
- 5. Information** – Issuer Cardholder may 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** – In certain circumstances, Issuer Cardholders may lose the rights to earn cashback.

The **cashback** may be immediately cancelled, if one of the following occurs:

- Issuer Cardholders are in breach of the provisions of the Agreement with their Issuer;
- Eligible Purchase reversal;
- Issuer Cardholders are in breach of any provisions of these Rules.

Korisnik kartice Izdavaoca će dobiti fiksni Povraćaj novca u iznosu od 1.000 RSD u slučaju ispunjavanja iznad definisanih uslova prodajnog podsticaja. Iznos od 1.000 RSD biće uplaćen Korisniku kartice Izdavaoca kao pojedinačna uplata po kartici od strane Izdavaoca.

- 4. Učešće** – Za učešće u Programu, Korisnici kartice Izdavaoca treba da se pridržavaju odredbi Ugovora i ovih Pravila, a Kartica sa kojom Korisnici kartica Izdavaoca učestvuju u Programu mora biti aktivna. U slučaju da Izdavalac Karticu poništi ili blokira, učešće Korisnika kartice Izdavaoca u Programu može biti suspendovano od strane Izdavaoca. ProCredit banka može da opozove učešće Korisnika kartice Izdavaoca u Programu i poništi bilo koji Povraćaj novca na koje je pravo već ostvareno (osim Povraćaja novca koji je već uplaćen na račun Korisnika kartice Izdavaoca) ukoliko Korisnik kartice Izdavaoca ne ispoštuje bilo koje od Pravila.
- 5. Informacije** – Korisnik kartice Izdavaoca može da proveri Povraćaj novca koji je primio na bilo koji mogući način koji je obezbedio Izdavalac (uključujući, ali ne ograničavajući se na, mobilno bankarstvo, internet bankarstvo, elektronski izvod).

- 6. Suspenzija prava na Povraćaj novca** – U određenim okolnostima, Korisnici kartice Izdavaoca mogu izgubiti pravo na Povraćaj novca.

**Povraćaj novca** može biti odmah poništen, ako nastupi nešto od sledećeg:

- Korisnici kartice Izdavalaca krše odredbe Ugovora sa svojim Izdavaocem;
- Storniranja Kvalifikovane kupovine;
- Korisnici kartice Izdavalaca krše bilo koju odredbu ovih Pravila.

In case of Issuer Cardholders breach of the Rules, Issuer shall notify Issuer Cardholder of cancellation of Cashback or suspension of the right to earn the Cashback.

U slučaju kršenja Pravila od strane Korisnika kartice Izdavalaca, Izdavalac će obavestiti Korisnika kartice Izdavaoca o poništenju Povraćaja novca ili suspenziji prava na Povraćaj novca.

**7. Termination of participation** – Closing of Account or Card will be regarded as Issuer Cardholder desire to terminate the participation in the Program.

**7. Prestanak učešća** – Zatvaranje Računa ili Kartice će se smatrati željom Korisnika kartice Izdavaoca da prekine učešće u Programu.

**8. Program Funding** – Cashback funding is limited by the Program budget.

**8. Programsko finansiranje** – Finansiranje Keš- bek-a je ograničeno budžetom Programa.

**9. Termination** – ProCredit bank and Mastercard reserves the right to terminate the Program if circumstances occur that Mastercard 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 of 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.

**9. Prekid** – ProCredit banka i kompanija Mastercard zadržava pravo da prekine Program ukoliko nastupe okolnosti za koje Kompanija Mastercard nije mogla znati da će nastupiti ili ih nije mogla predvideti, sprečiti, niti otkloniti, kao što su primera radi elementarne nepogode, epidemije, građanski nemiri, ratna razaranja, akti organa vlasti od uticaja na izvršenje obaveza i slično, a koje okolnosti neposredno ili posredno utiču na finansijsko tržište i stabilnost valuta, odnosno na stanje tržišnih kurseva.

**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 these Rules, then the Rules shall prevail, unless stated otherwise.

**10. Razdvojjivost odredbi** – Ako se bilo koja odredba ovih Pravila ili bilo koji njihov deo smatra nezakonitim, nevažećim ili neizvršivim, tada će se takva odredba odvojiti od ovih Pravila i neće uticati na pravnu snagu i izvršnost bilo kojih drugih odredbi. Ova Pravila će zameniti sve prethodne sporazume, objave i prezentacije u vezi sa Programom. Ako su neki detalji Programa u suprotnosti sa ovim Pravilima, tada će Pravila imati prednost, osim ako nije drugačije naznačeno.

**11. Applicable law and language**—these Rules are drafted in English and Serbian and governed by the laws of Republic of Serbia. In case of any discrepancies or inconsistencies, the version of the Rules in Serbian shall prevail.

**11. Važeći zakon i jezik** – ova Pravila su napisana na engleskom i srpskom jeziku i regulisana su zakonima Republike Srbije. U slučaju bilo kakvih neslaganja ili nedoslednosti, verzija Pravila na srpskom jeziku će imati prednost.