

Official Rules for the Promotion Visa New Year's Drawing

1. Terms and General Provisions of the Rules

The following are the official rules (“**the Rules**”) for the Visa New Year’s Drawing promotion (“**the Promotion**”), outlining its procedures and conditions. Participation in the Promotion is free, and it is not considered a game of chance or a form of gambling. By participating, individuals fully and unconditionally agree to abide by these Rules.

1.1. Promotion Territory: The Promotion is applicable within Ukraine, excluding territories acknowledged as temporarily occupied or engaged in hostilities.

1.2. Promotion Period: The Promotion starts on December 15, 2023, at 12:00 a.m. and ends on December 25, 2023, at 11:59 p.m., inclusive, Kyiv time.

1.3. Organizer and Contractor 1: HAVAS ENGAGE UKRAINE LIMITED LIABILITY COMPANY, located at 41 Vozdvyzhenska Street, Kyiv, 04071, Ukraine, with a legal entity identification code 38536556, contactable at 044 451-84-33. Representative: Liliia Mehed (visa-promo@havasengage.com.ua).

1.4. Contractor 2: CSA GRAPE LIMITED LIABILITY COMPANY, located at Verkhni Val Street, Letter A, Office 2, Kyiv, 04071, Ukraine, with a legal entity identification code 43494653, contactable at +380666933285.

1.5. Promotion Partner: Visa International Service Association, located at 900 Metro Center Blvd Foster City, CA 94404-2775.

1.6. Promotion Offerings: The Promotion involves ten gift certificates for the TSUM Kyiv store or online store tsum.ua, each valued at UAH 5,000 (five thousand).

These certificates cover expenses up to their face value, allowing the certificate holder to cover additional expenses beyond the face value at their own cost. These certificates must be used before their expiration date; otherwise, no goods/services will be provided in exchange, and no compensation or replacements will be offered to the Winners.

1.6.1. The Organizer may adjust the quantity of the Offerings, whether increasing or decreasing. Each participant may receive only 1 (one) Offering throughout the Promotion Period.

1.6.2. Conversion of the Offerings into a monetary equivalent or any other goods is prohibited. Exchanges and returns are not permissible.

1.6.3. The Organizer and the Contractor hold no responsibility for the subsequent use of the Offerings by the Participants after their receipt.

1.6.4. The liability of the Organizer and the Contractor is restricted to the value and quantity of the Offerings specified in the Promotion.

1.6.5. The accrual, deduction, and remittance of taxes and fees from the Offerings, notably personal income tax and military duty, are conducted by the Contractor 1 in compliance with Ukraine’s current legislation.

To fulfill these obligations, the Contractor 1 must obtain TINs from the Winners receiving the Offerings.

1.6.6. The Organizer and the Contractor have the right to:

- Decline participation in the Promotion for individuals who have not fulfilled or improperly fulfilled the stipulated conditions outlined in these Rules.

- Refuse to award the relevant Offering to the Winner who has not met the conditions necessary for receiving the Offering, as per these Rules.

1.7. The Winner, upon receiving the Offering, acknowledges that:

- Such Offering constitutes the income of the Winner and is regarded as an additional benefit, impacting the tax calculation of the income amounts accrued (paid) to the Winner

and the corresponding withheld tax amounts, in accordance with Ukraine's current legislation.

- Receiving the Offering may influence the eligibility of the Winner to receive state and social financial assistance, housing subsidies, grants, benefits, compensations, etc.

The Winner independently decides whether to partake in the Promotion and accept the Offering. The Organizer and the Contractor hold no responsibility for the consequences arising from the Winner receiving an additional benefit (income), such as the Offering.

1.8. "Promotion Participant" refers to Ukrainian citizens who are at least 18 years old at the time of the Promotion, possess a TIN (Tax Identification Number), fully agree to the terms and conditions of the Promotion, and have given consent for the processing of their personal data as outlined in these Rules ("the Participant" or "the Participants").

Foreign nationals and stateless individuals are ineligible and not acknowledged as participants. Employees of the Organizer and the Contractor have the right to participate in the Promotion following the general procedures outlined in these Rules.

1.9. Winner: The Participant who has fulfilled all the specified terms and conditions for participation in the Promotion according to these Rules and has earned the right to receive the Offering.

1.10. Official Page of the Promotion: These Rules will be accessible to the public at https://www.visa.com.ua/en_UA/pay-with-visa/promotions/ny-raffle.html .

1.11. The Organizer reserves the right to modify the terms and conditions, location (territory), and duration (period) of the Promotion by publishing notice of the relevant changes to the Rules and releasing a new edition of the Rules on the Official Page. Information regarding the Rules and terms and conditions of the Promotion will be disseminated through the Promotion announcement and by posting the official Rules on the Official Page. In situations involving ambiguous interpretation of these Rules, any disputed or unregulated issues, the Organizer holds the final decision-making authority. The Organizer's decision is conclusive and not subject to appeal.

2. Participants in the Promotion

2.1. Participants in the Promotion must:

2.1.1. Adhere to the stipulations outlined in these Rules and comply with Ukraine's current legislation.

2.1.2. Avoid knowingly causing inconvenience or hindrance to other Participants.

2.1.3. Refrain from actions that cast doubt on the legality and good faith of their participation in the Promotion.

2.1.4. Provide complete, accurate, and truthful information as specified in these Rules.

2.2. If the Participant provides incorrect, invalid, false, or irrelevant data, including fictitious information, the Organizer and the Contractor are absolved from the responsibility to provide the Offering.

2.3. The Organizer and the Contractor are not required to verify the age, legal capacity, and/or legal standing of the Participants.

2.4. By participating in this Promotion, the Participant confirms having familiarized themselves with these Rules and unequivocally agrees to them. Any breach of these Rules by the Participant (specifically regarding the mechanism, procedure, and other terms and conditions of the Promotion) or the Participant's refusal to adhere to them properly must be regarded as the Participant's withdrawal from participation in the Promotion and forfeiture of any Offerings. Should there be a violation of any condition and/or requirement outlined in these Rules, the individual forfeits the right to receive the Offering and any compensation, even if all other Rules are upheld.

3. Procedure for Participation in the Promotion

3.1. To participate in the Promotion within the specified period, Participants must meet the following requirements simultaneously:

- Follow or subscribe to Visa's official Instagram page: @visaua_official.
- Share a story on Instagram featuring a list of three gifts from their preferred brands available on the TSUM website, tagging the respective brand accounts.
- Sign off the story with the text "My list of gifts for the New Year from Visa" and tag the @visaua_official account.

The Participants' page must remain accessible without restrictions for third parties. Each Participant is eligible to receive only one Offering throughout the entire Promotion Period.

3.2. Ten Winners must be selected by the Contractor 2 on December 26, 2023, through a live announcement on Visa's official Instagram page.

The Promotion Winners must be disclosed by a jury comprised of three individuals.

The Contractor 2 must provide the Contractor 1 with all necessary information about the Winners for tax and fee calculations, deductions, and transfers to the applicable tax authorities and funds, including personal income tax and military duty, arising from the Offering.

The Winners must be chosen through random selection using the random number generator service random.org (<https://www.random.org>) based on the names of the Participants' Instagram pages. Additionally, ten reserve Winners shall be chosen alongside the main ten Winners.

3.3. The reserve Winners must have the opportunity to claim the Offering if it cannot be awarded to the main Winners or if the main Winners decline it.

3.4. The outcomes of determining the Winners/Reserve Winners are conclusive and not subject to appeal.

3.5. The Winner may exclusively receive the Offering either in person at Contractor 1's location or at an alternate location agreed upon by the Winner and the Contractor 1, or at the discretion of the Contractor 1. Alternatively, the Offering may be shipped by courier to the Winner's provided postal address, contingent upon the presentation of original identity-confirming documents. Additionally, the Winner must sign the Acknowledgment of Receipt and Transfer of the Offering, confirming the receipt of the Offering. If the Winner refuses to sign this acknowledgment, they forfeit the right to receive the Offering.

The Offering cannot be shipped to addresses within Ukraine acknowledged as temporarily occupied, including the territory of the Autonomous Republic of Crimea, the city of Sevastopol, and settlements in Donetsk and Luhansk regions. Additionally, the Offering cannot be shipped to addresses within Ukraine where, due to conflicts, the courier services of the organization cooperating with the Contractor 1 in this Promotion are unavailable, or where there is no corresponding department of the delivery service (Nova Poshta) to deliver the Offering to the Winner. In such cases, the Winner must coordinate an alternative postal address for delivery with the Contractor 1 or agree upon a pick-up arrangement at Contractor 1's location at a mutually agreed time.

The Organizer's and Contractors' obligation to provide the Offering must be considered fulfilled once the Contractor 1 hands over the Offering to the Winners. If the Offering is sent via mail, the obligation must be considered fulfilled once the Offering is transferred to the relevant postal services (Nova Poshta) for delivery to the address specified by the Winner. Any Winner's failure to accept the Offering, refusal to receive it, or not taking necessary actions to receive it within 14 (fourteen) calendar days from the announcement of the Winners must result in the Winner forfeiting the right to receive the Offering.

3.6. Details about winning the Promotion, receipt of the Offering by the Winner, and specific instructions for receiving the Offering must be communicated individually to each Winner through messages on Instagram by **Contractor 2's** representatives. Contact numbers of the Winners must be obtained during this communication. The Contractor 1 must then reach out to the Winners via the provided phone numbers to gather necessary information for sending the Offerings. Subsequently, the Contractor 1 sends the Offerings to the Winners.

3.7. Failure to provide the above information, submitting it after the stipulated period, presenting document copies showing signs of falsification, providing incomplete or illegible document copies, refusal by the Winner to sign the Acknowledgment of Receipt and Transfer, or failure to present the original identity document/proof of TIN assignment (Tax Identification Number) or a document indicating refusal to accept the TIN, while signing the Acknowledgment of Receipt and Transfer, results in the respective Winner forfeiting the right to receive the Offering. It must be considered that such Winner voluntarily declined to receive the Offering.

3.8. Full adherence to all the terms and conditions outlined in these Rules must be imperative for the Participants to be eligible to receive the Offering.

3.9. Non-compliance with any terms and conditions specified in these Rules must lead to the disqualification of the relevant Participant from receiving the Offering.

4. Restrictions

4.1. The Organizer and the Contractor hold no responsibility for the Participants' failure to receive or use the Offering due to reasons beyond their control.

4.2. Only the Participant entitled to receive the Offering may claim it. Any actions, transactions, or agreements made prior to receiving the Offering, where the Offering or the right to receive it is involved as a subject of agreement, means of payment, or collateral, must be prohibited.

4.3. The Participants must not assign their right to receive the Offering to a third party, should they be unable to claim it for any reason.

4.4. The Participants hold responsibility for the accuracy of the provided information, particularly regarding contact phone numbers and full names.

4.5. The Contractor, the Organizer, and any third parties engaged by them must be released from liability for non-performance or improper performance of their obligations if such non-performance is due to force majeure circumstances, including but not limited to natural disasters, fires, floods, military actions, blockades, legislative changes in the Promotion Territory, or other uncontrollable circumstances affecting the Contractor and the Organizer.

4.6. The Organizer and the Contractor may engage third parties for the complete or partial performance of their obligations outlined in the Rules.

5. Personal Data

5.1. The Participants must act independently and voluntarily on their behalf, assuming all risks, responsibilities, and consequences associated with their participation in the Promotion and receipt of the Offering. Those with limited legal capacity must act voluntarily but require the consent of legal representatives and/or guardians.

5.2. By participating in the Promotion, each Participant must expressly consent to the Organizer and the Contractor for the collection, storage, and processing (as defined by law) of provided personal data, including but not limited to the surname, first name, patronymic, TIN, phone numbers, postal address, email address, and other information provided by the Winner for receiving the Offering ("Personal Data"). The purpose of this data processing is for Winner identification, taxation of the Offerings, and transferring such data to the

Organizer and the Contractor. Processing of personal data concerning racial or ethnic origin, political, religious or worldview beliefs, membership in political parties and trade unions, as well as data related to health or sexual life, must not be conducted. The Organizer and the Contractor may use the Winners' personal data for marketing or other purposes within the bounds of Ukraine's legislation, including transfer to third parties. Additionally, by participating in the Promotion, each Participant must expressly grant the Organizer and the Contractor the right to freely use their name, surname, image, interviews, or other related materials for advertising/marketing purposes, including but not limited to publications (specifically name and image) in mass media, printed, audio and video materials, interviews, and information dissemination (such as advertising). There are no restrictions on territory, time, or method of use, and such use must not entail reimbursement or payment from the Organizer or the Contractor in any form. This consent must align with Articles 296, 307, and 308 of the Civil Code of Ukraine and the Law of Ukraine "On Protection of Personal Data."

5.3. Upon request by the Organizer or the Contractor, the Winner must additionally agree to provide written consent for the processing of their Personal Data, the processing consent initially granted by participating in the Promotion according to Clause 5.2 of the Rules. The Winner must consent to the exclusive use of their Personal Data by the Organizer and the Contractor solely for the purpose of conducting the Promotion.

5.4. By participating in the Promotion, the Winner must confirm being adequately informed from the start of their participation regarding the purpose of collecting their Personal Data, the composition and content of the collected data, the rights outlined in Article 8 of the Law of Ukraine "On Personal Data Protection," and the parties to whom their data may be transferred.

5.5. In addition to the Personal Data transferred in accordance with the Promotion's terms and conditions, the Organizer and the Contractor hold no responsibility for safeguarding any other data published by the Participant on social media, nor for illegal or accidental access, destruction, distortion, blocking, copying, or distribution of the Personal Data, or any other illicit actions. Furthermore, the Organizer and the Contractor hold no responsibility for the infringement of third-party rights resulting from the Participants' actions in providing such Personal Data.

6. Miscellaneous:

6.1. The Rules and terms and conditions of the Promotion, along with the process for claiming the Offering, must be made available through the publication of the Rules on the Official Page https://www.visa.com.ua/en_UA/pay-with-visa/promotions/ny-raffle.html .

6.2. In cases of ambiguous interpretation of these Rules, disputes, or matters not explicitly covered by these Rules, the Organizer must retain the authority to resolve such issues. The decisions made by the Promotion Organizer in these instances must be final and not subject to appeal.

6.3. The terms used within these Rules must pertain exclusively to the Promotion conducted within the framework outlined by these Rules.

6.4. Any aspects not specifically addressed within these Rules must be governed by Ukraine's current legislation.

6.5. Visa International Service Association and any of its affiliates must not partake in the conduct of the drawings, determination of the Winners, or the awarding of the Offerings and hold no responsibility for the Organizer's adherence to Ukraine's current legislation and these Rules, nor for any claims made by the Participants.