

**Official Rules for the Charity Campaign
'Saving Children's Hearts, Because We Care'**

1. Terms and General Provisions of the Rules

These official rules (hereinafter referred to as the "Rules") define the procedure and conditions for conducting the charity campaign "Saving Children's Hearts, Because We Care" (hereinafter referred to as the "Campaign"). Participation in the Campaign is free of charge. The Campaign is not a gambling game and cannot be used in any form of gambling. Participation in the Campaign implies full and unconditional agreement of the participant with all the terms of these Rules.

1.1. The purpose of the Campaign: The charity campaign "Saving Children's Hearts, Because We Care" is conducted with the aim of increasing the collection of charitable monetary donations from individuals and legal entities for the subsequent purchase, at their expense, of one of ten intensive care incubators for premature and severely premature newborns, as well as newborns who require medical procedures in a stable environment.

1.2. The Territory of the Campaign: The Campaign is valid in the territory of Ukraine (apart from territories recognized as temporarily occupied and territories where hostilities are taking place).

1.3. The Period of the Campaign: The Campaign is conducted from 00:00 on April 28, 2023, until 23:59 on May 28, 2023 (inclusive) according to Kyiv time.

1.4. The Organizer of the Campaign: PJSC "Universal Bank", located at Avtozavodska St, 54/19, Kyiv, 04114, Ukraine, tax identification number 21133352.

Partner of the Campaign: "Visa International Service Association", located at 900 Metro Center Boulevard, Foster City, CA 94404-2775, USA.

1.5.

Campaign Executor 1: LLC "HAVAS ENGAGE UKRAINE", located at 41 Vozdvizhenska Street, Kyiv, 04071, Ukraine, tax identification number 38536556, tel.: +380444518433. Representative: Tkach Oleksandra (oleksandra.tkach@havasengage.com.ua).

Campaign Executor 2: IE Romanuyk Vitaliy Valeriyovych, located at 16 Bratislavska Street, Apt. 88, Kyiv, 02156, Ukraine, tax identification number 2837601393. Representative: Bashliy Kristina (k.bashliy@sovajewels.com).

1.6. Campaign Incentives: 100 (one hundred) silver heart-shaped pins from the capsule collection by SOVA x FROLOV for TVORCHI, and 10 (ten) gold heart-shaped pins from the capsule collection by SOVA x FROLOV for TVORCHI (hereinafter referred to as the heart-shaped pins), provided by Executor 2, as an incentive to increase the level of motivation for donors who make donations.

1.6.1. The organizer reserves the right to increase/decrease the number of heart-shaped pins. The heart-shaped pins can be obtained multiple times.

1.6.2. Substitution of the heart-shaped pins for cash or any other goods is not allowed. The heart-shaped pins cannot be exchanged or returned.

1.6.3. The Organizer and the Executors are not responsible for any further use of the heart-shaped pins by the Participants of the Campaign after receiving them.

1.6.4. The liability of the Organizer and the Performer is limited to the value and quantity of Incentives of the Campaign.

1.6.5. Accrual, withholding, and transfer to the budget of taxes and fees from Incentives, including personal income tax and military duty, are carried out by Executor 1 of the Campaign in accordance with the legislation of Ukraine.

To fulfill these obligations, the Organizer must obtain from the 10 (ten) Winners, who are entitled to receive Incentives in the form of gold hearts (pin/badge) from the SOVA x FROLOV for TVORCHI capsule collection, taxpayer identification numbers and transfer them to Performer 1.

1.6.6. Organizer, Executor have the right to:

- to refuse the participation to the person who has not fulfilled or improperly fulfilled all the participation conditions indicated in these Rules.

- refuse to provide the corresponding Incentive to the Winner who did not fulfill the conditions necessary to receive such Incentive, according to these Rules.

1.7. The winner, upon receiving the Incentive, understands that:

- the Prize/Incentive received by the winner is considered the winner's income and is considered an additional benefit that is reflected in the tax calculation of the income amounts accrued (paid) to the winner and the amount of tax withheld from them, in accordance with the requirements of the current legislation of Ukraine.

- receiving the Prize/Incentive may affect the conditions for receiving state and social material assistance, housing and other subsidies or grants, benefits, compensations, etc. by the Winner.

The winner decides independently whether to participate in the Campaign and receive the Incentive. The Organizer and the Executor are not responsible for the consequences of the Winner receiving the additional benefit (income), such as the Incentive.

1.8. Participants: citizens of Ukraine and non-citizens of Ukraine who have reached the age of 18 at the time of the Campaign and who agree to the terms of the Campaign and have consented to the processing of personal data in accordance with these Rules (**hereinafter referred to as "Participants"**).

Owners and/or employees of the Executor and Organizer, their family members, as well as employees of other legal entities and/or individual entrepreneurs involved in the organization or conduct of the Campaign, and their family members, cannot participate in the heart-shaped pins drawing and are not recognized as Participants.

1.9. Winner: A participant who has fulfilled all the conditions of participation specified in these Rules and has earned the right to receive the Incentive, as indicated in clause 1.6.

1.10. Official page of the Campaign: these rules will be published for public access at the following internet address:: <https://www.visa.com.ua/uk-UA/pay-with-visa/promotions/save-hearts.html>.

1.11. The Organizer has the right to change the terms, place (territory), and timing (period) of the Campaign by publishing a notice of the corresponding changes to the Rules and a new version of the Rules on the Official page. Information on the Rules and terms of the Campaign is provided through the announcement of the Campaign and the publication of official Rules on the Official page. In case of a situation that allows for ambiguous interpretation of these Rules, any disputed issues and/or issues not regulated by these Rules, the final decision is made by the Executor. The Executor's decision is final and cannot be appealed.

2. Participants of the Campaign

2.1. Participants during the participation in the Campaign undertake to:

2.1.1. to comply with the requirements of these Rules and the norms of the current legislation of Ukraine.

2.1.2. to consciously not cause inconvenience or obstacles to other Participants.

2.1.3. not to take actions that would question the legitimacy and good faith of their participation.

2.1.4. provide full, accurate, and truthful information as required by these Rules.

2.2. Providing incorrect/invalid/false/other person's information by the Participant, including fictitious ones, releases the Organizer/Executor from the obligation to hand over/send the Incentive.

2.3. The Organizer/Executor is not obliged to verify the age, legal capacity, and/or legal competence of the Participants.

2.4. The participant, by taking part in this Campaign, confirms that she/he have read and fully agree to these Rules. Violation of these Rules by the participant (including the mechanism, procedure, and other terms of the Campaign) or the participant's refusal to comply with them properly is considered a refusal of the participant to participate and receive incentives. In case of violation of any of the conditions and/or requirements of these Rules, the person loses the right to receive incentives and any compensation, even if all other Rules are fulfilled.

3. Participation Procedure in the Campaign

3.1. To participate and receive Incentives, the participant must take the following steps during the Campaign period:

- make a charitable donation through the specified link: <https://send.monobank.ua/jar/2ALsH3dDNky> in the amount of minimum 24 EUR or 1000 UAH.

- indicate mobile phone number or email address in the "Comment" field while making the donation through the link: <https://send.monobank.ua/jar/2ALsH3dDNk>

Each charitable donation made from a Ukrainian-issued Visa payment card is doubled by the Partner. The maximum amount of such doubling (the amount of money provided by the Partner) for the entire duration of the Campaign is 20,000 euros, which corresponds to 731,372 UAH according to the NBU exchange rate.

When donating 24 EUR (1,000 UAH) or more, the participant becomes eligible to be selected as a Winner to receive an incentive in the form of a silver heart pin from the SOVA x FROLOV for TVORCHI collection (for tax purposes, the value of the incentive is 331.00 UAH).

Ten Participants who make the largest single donation (the donation amounts are not summed up) will participate in the selection of the Winners, who have the right to receive an Incentive in the form of a gold heart pin from the SOVA x FROLOV for TVORCHI capsule collection (for tax purposes, the value of the specified Incentive is 7,090.00 UAH).

Each participant can take part in the Campaign an unlimited number of times and can be determined as a Winner an unlimited number of times. The sum of donations is not cumulative, each donation is counted separately for participation in the Campaign.

3.2. The winners will be determined on June 1, 2023, on Visa's Instagram page.

The winner will be determined by a random computer selection using the random.org (random number generator service), based on the identification data provided by the participants when making a donation on the website <https://send.monobank.ua/jar/2ALsH3dDNk>.

Along with the main Winners, 20 reserve Winners are determined for the Incentive in the form of a silver heart pin from the SOVA x FROLOV for TVORCHI capsule collection, and 5 reserve Winners for the Incentive in the form of a gold heart pin from the SOVA x FROLOV for TVORCHI capsule collection.

Each participant can take part in the Campaign an unlimited number of times and can be selected as a Winner an unlimited number of times.

3.3. The reserve Winners will have the opportunity to receive the Incentive in case it is impossible to award it to the main Winner and/or in case of refusal from the main Winner.

3.4. The results of determining the Winners/Reserve Winners are final and not subject to appeal.

3.5. The obligation of the Organizer and the Executors to provide the Incentive is considered fulfilled from the moment of transfer by the Executor of 2 Incentives to the Winners.

The Winner can receive the prize in any SOVA branded store located in Ukraine or receive it via Nova Poshta postal service (delivery is paid by the winner according to Nova Poshta tariffs) - the choice is up to the winner.

The Winner can receive the prize by postal delivery via Ukrposhta on the territory of the EU countries (delivery is paid by the winner according to Ukrposhta tariffs, the delivery cost is approximately 30 euros, the delivery time is approximately 30 days). In this case, the Winner is responsible for paying the relevant taxes in that country on their own.

When sending the incentive by postal delivery, the Organizer and the Performers are considered to have fulfilled their obligation to provide the incentive from the moment the incentive is handed over to the relevant postal services (Nova Poshta, Ukrposhta) for delivery to the address specified by the Winner. In case of the Winner's refusal to receive the incentive, the Winner's non-receipt of the incentive, or the Winner's failure to take any other actions necessary to receive the incentive within 14 (fourteen) calendar days from the date of announcement of the winners of the Campaign on, such Winner forfeits the right to receive the incentive.

3.6. Representatives of **JSC "UNIVERSAL BANK" (Monobank)** provide information about the victory in the Campaign, the Incentive that the Winner receives, and other details of receiving the Incentive to each Winner separately by the phone number/email indicated by such Winner. After

providing the necessary information to the Winners for sending the heart-shaped pins, the Organizer transfers the corresponding information to Executor 2 for sending the heart-shaped pins to the Winners.

4. Limitations

4.1. The Organizer and the Executor shall not be liable for the inability of the Participants to receive or use the Incentives for any reasons beyond the control of the Organizer or the Executor.

4.2. Only the Participant who has won the right to receive the Incentive is eligible to receive it. Any actions, operations, or agreements made before receiving the Incentive, where the Incentive or the right to receive it is the subject of the agreement, means of payment, or collateral, are not allowed.

4.3. If for any reason the Participant cannot receive the Incentive, such Participant is not entitled to transfer their right to a third party.

4.4. Participants are responsible for the correctness of the information provided (including information regarding the contact phone number and full name).

4.5. The Executor/Organizer, as well as any third parties engaged by them, shall be released from liability for non-performance or improper performance of their obligations if such non-performance is a result of force majeure circumstances, including natural disasters, fire, flood, any military actions, blockades, changes in legislation in the territory of the Campaign, and other circumstances beyond the control of the Executor/Organizer.

4.6. In case of a situation that allows for ambiguous interpretation of these Rules, any disputed issues and/or issues not regulated by these Rules, the decision-making regarding such issues is left to the discretion of the Executor. Such decision by the Executor is final and cannot be appealed.

4.7. The Organizer and the Executor have the right to involve third parties to perform their obligations fully or partially under these Rules.

5. Personal data

5.1. The participant acts personally, in their own name, voluntarily and independently (limited capacity persons act voluntarily, but with the consent of legal representatives and/or guardians). The participant of the Campaign assumes all risks regarding liability and consequences associated with possible participation in the Campaign and receiving the incentive.

5.2. By participating in the Campaign, each participant thereby provides their direct voluntary consent to the Organizer and the Executor for the collection, storage, and processing (as these terms are defined by law) of the personal data provided, namely: surname, first name, patronymic, telephone number, postal address, email address, as well as other data that the Winner may provide to receive Incentive (hereinafter referred to as Personal Data) for the identification of the Winner and taxation of the Incentives awarded to the Winner, and for the transmission of such data to the Organizer/Executor. Processing of personal data about racial or ethnic origin, political, religious, or philosophical beliefs, membership in political parties and professional unions, as well as data relating to health or sex life, is not carried out. The Organizer/Executor may use the Personal Data of the Winner for marketing and/or any other purpose by methods that do not violate the current legislation of Ukraine (including by transmitting it to third parties). In addition, each participant, by participating in the Campaign, provides the Organizer and the Executor with their direct consent and the right to use their name, surname, image, interview, or other materials about them for advertising/marketing purposes, including, but not limited to, the right to publish (including their name and image) in the media, any printed, audio and video materials, interviews in the media, as well as for sending information, messages (including advertising) and so on without any territorial, time or methodological restrictions on the use of such use, the Organizer/Executor will not compensate for it in any way. The provision of such consent is considered in the understanding of Articles 296, 307 and 308 of the Civil Code of Ukraine and the Law of Ukraine "On the Protection of Personal Data".

5.3. At the request of the Organizer, the Winner additionally agrees to provide written consent for the processing of Personal Data, the consent for which was given in accordance with clause 5.2 of the Rules by participating in the Campaign. The Winner agrees that the Personal Data provided by

them will be used exclusively for the purposes of conducting the Campaign and during the Campaign period by the Organizer and the Executor.

5.4. By participating in the Campaign, the Winner confirms that he/she has been duly informed of the purpose of the collection of Personal data, the composition and content of the collected data, the rights provided for by Article 8 of the Law of Ukraine "On Protection of Personal Data", and the persons to whom his/her data is transferred since the beginning of his/her participation in the Campaign.

5.5. The Organizer/Executor is not responsible for the protection of any other data published by the Participant on the social network, for unauthorized or accidental access, destruction, distortion, blocking, copying, dissemination of Personal Data, as well as other unlawful actions. Similarly, the Organizer/Executor is not responsible for violations of the rights of third parties resulting from the actions of the Participant in providing such Personal Data, in addition to the Personal Data provided in accordance with the terms of the Campaign.