

Official rules of the Campaign
“Your maximal content from SWEET.TV with VISA”

Terms and definitions

Campaign shall mean “Your maximal content from SWEET.TV with VISA”.

Customer shall mean Visa International Service Association, located in the USA, CA 94404 – 2775, Foster City, Metro Center Boulevard, 900.

Card shall mean Visa payment card of any type, issued by the financial institution, registered in Ukraine.

Organizer shall mean INFOCUS, LLC, location: 1a Sportyvna square, Kyiv, 01023, Ukraine, identification code of the legal entity: 36563986.

Official page shall mean a website page on the Internet located on the following hyperlink
www.sweet.tv/promo_visa_premium.

Partner shall mean OTT Ukraine LLC, location: unit 17, 6 Vatslava Havela Blvd., Kyiv, 03124, identification code of the legal entity: 41303621, tel.: +38 096 777 8539.

Term of validity – the Campaign shall be conducted within the period from 00:00 on January 1, 2025 to 23:59 on December 31, 2025 (inclusively) Kyiv time.

Gift shall mean an access to premium tariff Visa Premium of the Partner, which includes 225 TV channels, in particular Discovery, National Geographic, Animal Planet, Setanta Sports, library of the highest rated films from Disney, Paramount, Sony, Warner Bros, Universal and series from HBO, Showtime, BBC, educational programs for pupils (this tariff does not include TV channels Football 1, Football 2 and movie premieres, which can be connected and paid additionally on the SWEET.TV service). Rules shall mean these rules, which define the procedure, terms and conditions of the Campaign.

Territory of the Campaign – the Campaign is valid on the territory of Ukraine (except for the territory of the Republic of Crimea and the territory where the joint force operation is carried out and territories being beyond the control of the Ukrainian government (according to the list approved by the Order of the Cabinet of Ministers of Ukraine №1085-r dated 07.11.2014 “On approval of the list of settlements in which public authorities temporarily do not exercise their powers, and the list of settlements located on the line of contact”).

Transaction shall mean the operation for purchase of goods/works/services, including on the Internet - using the Card, except for operations on cash withdrawal, transfer of funds, payment of taxes, fees and penalties, repayment of loans.

Participant shall mean an individual-citizen of Ukraine who has reached the age of 18 at the time of the Campaign and who is a holder of a Card activated before and/or during the Campaign, which fully agrees with the Rules of the Campaign. Participants may not be and are not recognized foreigners and stateless persons, owners and/or employees of the Customer/Partner/Organizer, members of their families, as well as employees of other legal entities and/or individual-entrepreneurs involved in organizing or conducting the Campaign, and members of their families.

Chat-bot shall mean the chat-bot VisaUkraine in relevant messenger.

1. Terms of Participation in the Campaign

1.1. For participation in the Campaign and receive of the Gift, the person who is willing to participate in the Campaign and become a Campaign Participant shall take the following actions within the Campaign Term of Validity:

- 1.1.1. to be a valid Cardholder and a client of the relevant bank-emitter of the Card;
- 1.1.2. to register or to be registered in Chat-bot according to inner registration mechanism;
- 1.1.3. to choose in the menu of Chat-bot a section “Subscription to Sweet TV”;
- 1.1.4. to read these Rules and add your own Card to the Chat-bot to check the availability of participation in the Campaign;
- 1.1.5. to make Transactions within transaction limits specified in clause 1.2 hereof.
- 1.1.6. to follow the link to the Official page;
- 1.1.7. to choose on the Official page a tariff Visa Premium;
- 1.1.8. to connect the Visa Premium tariff in accordance with the internal mechanism of the Official page by filling in the appropriate fields and accepting the Partner’s Public Agreement in accordance with its terms;
- 1.1.9. to authorize the Card on the Official page in accordance with the internal mechanics of the Official page by filling in the appropriate fields.

1.2. For the purposes of calculating Transactions, data on Transactions made in the last 35 (thirty) five calendar days are used. In this case, only Transactions made during the first 30 (thirty) calendar days of the specified period are included in the calculation. If the Card was issued less than 1 (one) month ago from the date of the Campaign specified by the Participant of the Campaign, specified in clause 1.1. of the Rules, the minimum Transaction limit is not set for such Participant of the Campaign. For the Participants of the Campaign whose Card was issued more than 1 (one) month ago from the date of the actions of the Participant of the Campaign specified in clause 1.1 of the Rules, the following minimum amounts of the Transactions carried out during the month are set for the purposes of sub-clause 1.1.5 of the Rules:

- 1.2.1. for Card Visa Platinum in the amount of not less than UAH 5,000, VAT included;
- 1.2.2. for Card Visa Signature in the amount of not less than UAH 10,000 VAT included;
- 1.2.3. for Card Visa Infinite in the amount of not less than UAH 20,000 VAT included.
- 1.2.4. for Card Visa Platinum Business – the minimum amount of the Transaction is not established;
- 1.2.5. for Card Visa Signature Business - the minimum amount of the Transaction is not established.
- 1.2.6 for other types of Card Visa in the amount of not less than UAH 5,000, VAT included.

1.3. The Campaign is available to the Participant since the authorization of the Card and is valid until its withdrawal from the Partner’s account during the Term of Validity.

1.4. These Rules are the main document in the official relations between the Campaign Participant and the Customer/ Partner/Organizer. The Campaign Participant accepts the provisions of these Rules by successively performing the actions specified in clauses 1.1.1-1.1.9 of these Rules. Acceptance by the Campaign Participant is carried out voluntarily and means conclusion of a written agreement on the terms of these Rules, in accordance with clause 2 of Article 642 of the Civil Code of Ukraine.

1.5. Partial acceptance of the Rules is not allowed.

1.6. The Participant has the right to receive a Gift only for one Partner account with an authorized Card. Authorization of the same Card on several Partner accounts to receive the Gift is not allowed. If the Partner discovers this violation, the Gift is withdrawn by the Partner from the Participant’s account without notice.

2. Participants of the Campaign

2.1. During the Campaign the Participants shall be obliged:

- 2.1.1. to comply with the requirements of the Rules and regulations of the current law of Ukraine;
- 2.1.2. knowingly not to cause inconvenience or obstruction to other Participants;
- 2.1.3. not to take actions that call into question the legitimacy and good faith of such Participant's participation in the Campaign;
- 2.1.4. to provide complete, correct and reliable information at the time of authorization.

2.2. Provision by the Participant of incorrect/non-existent/unreliable/foreign data, incl. fictitious, releases the Organizer from the obligation to provide the Gift, and such Participant, who acquired the right to receive the Gift, but provided incorrect/non-existent/unreliable/foreign data, loses the right to receive the Gift.

2.3. Violation by the Participant of the Rules (including the mechanism, procedure and other conditions of the Promotion) or refusal of the Participant from their proper implementation is considered a refusal of the Participant to participate in the Campaign and receive the Gift. In case of violation of any condition and/or requirement of these Rules, even if all other Rules are met, such Participant loses the right to receive the Gift.

3. Responsibility of the Parties

3.1. The Participant of the Campaign shall bear responsibility stipulated by the current law of Ukraine for the accuracy of the provided data and legality of using the Card.

3.2. The Customer and/or the Organizer shall not be responsible for the quality/quantity/range/deadlines/personal expectations etc. of the Participant of the Campaign or third parties in respect of the Gift.

3.3. If the Participant for any reason cannot receive the Gift in person, such Participant has no right to assign his/her right to a third party. Receipt of the Gift is allowed only by the Participant who has acquired the right to receive the Gift. Any actions, transactions, agreements concluded before receiving the Gift are not allowed, where the Gift or the right to receive it is the subject of the agreement, means of payment or the subject of pledge.

3.4. The Customer/Organizer shall not be responsible for the work/any errors of communication operators, Internet providers, as a result of which the Participants' notifications were not received, delayed, lost or damaged or as a result of which the Participants were not notified or were not timely informed. receiving the Gift. The cost of using the Internet/mobile connection provided by the Participant for the purpose of participating in the Campaign or realizing the Gift shall be paid by the Participant independently at his/her own expense.

4. Miscellaneous

4.1. Replacement of the Gift with a cash equivalent or another gift or any tangible or intangible good is not allowed and is not carried out. The gift is available to the Participants of the Campaign who are physically present both in Ukraine and abroad (except for the territory of the Russian Federation and the Republic of Belarus).

4.2. The Organizer shall have the right to involve third parties to fulfill obligations under these Rules of the Campaign.

4.3. In case of the situation involving ambiguous interpretation of these Rules, any disputes and/or issues not regulated by these Rules, the Organizer/Customer of the Campaign reserves the right to resolve such issues by himself/herself. Such decision of the Organizer/Customer of the Campaign is final and not subject to appeal.

4.4. Information on the terms and conditions of the Campaign, as well as the procedure for receiving Gifts is provided by posting the Rules on the Official page.

4.5. Customer/Organizer has the right to amend the terms and conditions, venue (territory) and term of validity of the Campaign, as well as the Gift of the Campaign by publishing a notice of relevant changes to the Rules and posting a new version of the Rules on the Official page.

4.6. All issues not expressly settled in these Rules are regulated in accordance with the current law of Ukraine.