## Visa – 2022 FIFA World Cup<sup>™</sup> Offer

## **CUSTOMER FACING TERMS AND CONDITIONS**

- 1. This offer ("Offer") is made available to you through United Commercial Bank Limited, your bank, (the "Participating Bank").
- 2. This Offer is open to all residents of Bangladesh, provided they hold a valid Bangladeshi passport that is "Emigration Check Not Required" for Mega Prize (*defined below*) and a valid Visa prepaid card, debit card or credit card (each a "**Card**") issued in Bangladesh by any Participating Bank (each a "**Cardholder**").
- 3. Any person availing this Offer will be deemed to have accepted these Offer terms and conditions ("**Offer Terms**"); provided, however, it is clarified that Cardholders are not bound in any manner to participate in the Offer and any such participation in the Offer is voluntary.
  - 4. The validity of the Offer is from September 10, 2022 to October 31, 2022 (both days included) ("**Offer Period**"), unless extended or revoked without prior notice and without liability by Visa Worldwide Pte. Limited ("**Visa**") or the Participating Bank, at their sole discretion.
- 5. Subject to these Offer Terms, Cardholders who make any settled domestic payment transaction of a minimum ticket size of BDT 500 processed on VisaNet ("Domestic Transaction") or a settled cross-border payment transaction of a minimum ticket size of US\$ 5 processed on VisaNet ("Cross Border Transaction", collectively with Domestic Transaction, "Eligible Transaction") using an Eligible Card (any ATM transactions, digital wallet 'add money' transactions are excluded), through their Participating Bank, are eligible to participate in this Offer (each such customer, an "Eligible Customer").
- 6. In order to avail the Offer, the Eligible Customer must make an Eligible Transaction. For making a Domestic Transaction, such Eligible Customer across all Visa members in the Territory participating in this Offer, shall earn 1 point and for making a Cross Border Transaction, such Eligible Customer shall earn 4 points. Such Eligible Customers shall be ranked basis the aggregate / cumulative number of Points earned by the Eligible Customer during the Offer Period where the Eligible Customer with the maximum number of Points shall be ranked 1st and so on.

## 7. Final Prizes:

- (a) the Eligible Customer who purchases who earns the most Points at the end of the Offer Period ("Mega Prize Winner"), will be provided a package for a couple ("Package") as defined below ("Mega Prize") of the FIFA Football World Cup, 2022 to be held in Qatar ("2022 FIFA World Cup Qatar").
- (b) excluding the Mega Prize Winner, 10 Eligible Customers who earn the most number of Points at the end of the Offer Period on an aggregated / cumulative basis ("Prize Winners") will be provided prizes ("Other Prizes") as follows.

| <u>SI. No.</u> | Position               | Prize Details  |
|----------------|------------------------|--|
| 1.             | 2 <sup>nd</sup> Prize  | Shopping voucher from "Go Zayaan or other merchant worth BDT 500,000               |
| 2.             | 3 <sup>rd</sup> Prize  | Shopping voucher from "MK Electronics" or other merchant worth BDT 400,000         |
| 3.             | 4 <sup>th</sup> Prize  | Shopping voucher from "Go Zayaan" or other merchant worth BDT 300,000              |
| 4.             | 5 <sup>th</sup> Prize  | Shopping voucher from "Pickaboo" or other merchant worth BDT 200,000               |
| 5.             | 6 <sup>th</sup> Prize  | Shopping voucher from "MK Electronics" or other merchant worth BDT 100,000         |
| 6.             | 7 <sup>th</sup> Prize  | Shopping voucher from "Wholesale Club" or other merchant worth BDT 75,000          |
| 7.             | 8 <sup>th</sup> Prize  | Shopping voucher from "Infinity" or other merchant worth BDT 50,000                |
| 8.             | 9 <sup>th</sup> Prize  | Shopping voucher from "Artisan" or other merchant worth BDT 30,000                 |
| 9.             | 10 <sup>th</sup> Prize | Shopping voucher from "Bata" or other merchant worth BDT 20,000                    |
| 10.            | 11 <sup>th</sup> Prize | Shopping voucher from "The Great Kabab Factory" or other merchant worth BDT 10,000 |

For clarity, the Mega Prize Winner, and Prize Winners, are collectively referred to as "Final Winners"; and Mega Prize and Other Prizes, are collectively referred to as "Final Prizes".

8. In the event multiple Eligible Customers earn the same number of Points at the end of the Offer Period, the Eligible Customer whose purchase value is higher will be selected.

| 9. | The details of the Package for the Prize are as below: |  |
|----|--|--|
|----|--|--|

| Packages   | 1 Packages in total – 1 Package is for 2 persons.  |
|--|--|
| Number of Package to<br>be provided under the<br>Contest | 1: one for the Mega Prize winner.  |
| Inclusions of the<br>Package                             | Accommodation for two (2) persons on twin sharing basis, with daily breakfast, for 4 nights.   |
|  | Airport transfer in Doha.  |
|  | 2 FIFA Football World Cup Qatar 2022 matches (3 <sup>rd</sup> place match (i.e. the match played between the two losers of the semifinals to identify the 3 <sup>rd</sup> Ranked country) and Final match – 4 tickets in total).   |
|  | Air tickets. In this regard, it is clarified that the cheapest roundtrip economy class air tickets will be provided to the Mega Winner and the travel companion of the Mega Winner. In other words, the flights will be selected based on the cost of the air tickets and the Mega Winner and their travel companion will not be provided a choice of the flights. |
|  | <ul> <li>Group Activity (Desert Camp tour)</li> </ul>  |
|  | Access to Visa Everywhere Lounge.  |
|  | Visa concierge located at the hotel.   |
|  | Visa Event, Medical and Security support onsite.   |
|  | International flights from Dhaka to or from Qatar, departure date will be December 15, 2022, return date will be December 20, 2022   |
|  | Flight Terms and Conditions:   |
|  | <ul> <li>Details of guests to be provided at least 35 days before outbound flight departure<br/>date and cannot be amended thereafter;</li> </ul>  |
|  | All flights are non-changeable;  |
|  | Flights shall be delivered by Qatar Airways or in partnership with other airlines as available.  |
| Exclusions of the<br>Package                             | Ground/air/rail transportation not specifically mentioned above (including transportation to and from the Mega Winners' homes).  |
| (the cost and  | Airport improvement fees.  |
| expenses need to be<br>borne by the Mega<br>Winners)     | Insurance (including, but not limited to, travel insurance, medical insurance and trip cancellation insurance).  |
| ,  | Any costs associated with passports and/or travel visas.   |
|  | Connecting flights (including to the departure gateway city).  |
|  | Sightseeing tours and other in-destination activities.   |
|  | Taxes.   |
|  | Travel related fees/surcharges (including, but not limited to, additional baggage, airport improvement fees, taxes, etc.).   |

| Excess baggage fees.  |
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| Costs associated with obtaining travel documents (including, but not limited to passports). |
| Costs associated with obtaining necessary vaccinations.                                     |
| Items of personal nature / personal expenses.   |
| Additional meals.   |
| Room upgrade.   |
| > Tips & gratuities.  |
| In-room movies, mini bar, laundry and any other incidental expenses.                        |

- 10. The validity of the Other Prizes shall be 180 days from the date of issuance of the Other Prizes to the respective Prize Winners and shall be eligible for redemption at specific outlets of the respective brands only.
- 11. The Other Prizes cannot be utilized to purchase any discounted products.
- 12. The Other Prizes cannot be exchanged for cash or refunded or exchanged. Further, each of the Other Prizes are for a single purchase transaction only. Any remaining amount shall not be exchanged with cash, or any other voucher and such remaining amount shall be considered to be automatically forfeited.
- 13. For a purchase made by the Final Winner utilizing the Other Prize, and the purchase is in excess of the Other Prize, the additional amount shall be borne by the Final Winner and be paid using their Card.
- 14. The Final Winners of the Final Prizes will be selected basis the eligibility criteria and the Ranking.
- 15. Visa shall take reasonable efforts to provide further information about Package inclusions as may be requested by the Mega Prize Winner. The number of Eligible Transactions that are cancelled or unsuccessful (for any reason whatsoever) will not be considered for the determination of the total Points earned by such Eligible Customer.
- 16. Any payment transaction using equated monthly installments will not be considered for the purposes of this Offer as an 'Eligible Transaction'.
- 17. The Final Winners would be announced within 15 days after the end of the Offer Period.
- 18. The Final Winners will also be contacted by e-mail to their e-mail address registered in their respective Participating Bank.
- 19. On the receipt of the said e-mail, Final Winners are required to respond with their acceptance of the respective prizes within 3 days of the receipt of the e-mail. In case of a failure to respond and/or accept the prize, such Final Winners shall be considered to have forfeited the prize offered. On such forfeiture, such winner will not be entitled to the applicable prize, and in such an event the next Eligible Customer shall be chosen in accordance with the applicable criteria.
- 20. No later than November 30, 2022, a felicitation ceremony shall be held for recognizing the Final Winners and providing such Final Winners with the Final Prizes. For avoidance of doubt, Visa shall not pay or reimburse any Final Winner for travel-related expenses, including but not limited to travel lodging and boarding in connection with attending the Felicitation Ceremony.
- 21. Visa and the Participating Bank agree that their employees, their respective immediate family members (spouses, domestic partners, parents, grandparents, siblings, children and grandchildren) are not eligible to win the Final Prizes.
- 22. Any query / issue in relation to the Final Prizes will be entertained by the Eligible Customer's Participating Bank only till September 05, 2022. Post such date, neither Visa nor the respective Participating Bank will not entertain any correspondence or communication regarding this Offer from any person.
- 23. Participating Bank and Visa do not endorse any of the products or brands being offered under the Offer and will not accept any liability pertaining to the quality, merchantability, fitness, delivery or after sales service of such products.
- 24. The Final Prizes offered under this Offer are subject to availability and accordingly the Participating Bank and/or Visa in no circumstances shall be liable for non-availability of any of the Final Prizes.

- 25. The pictures of products shown in the communication sent to the customer either through mailers or advertised on the website, are representative only and may not bear a resemblance to the actual products
- 26. Any disputes arising out of this Offer will be subject to the exclusive jurisdiction of the courts at Dhaka, Bangladesh.
- 27. The Participating Bank and Visa reserve the right, at any time, without prior notice and without assigning any reason whatsoever, to add/alter/modify/change or vary all of these terms and conditions or to replace, wholly or in part, this offer by another offer, whether similar to this Offer or not.
- 28. To the extent permitted by applicable laws, no person shall have any claim whatsoever against the Participating Bank or Visa and their respective directors, officers, employees and agents in respect of any action, proceeding, judgment, damage or loss (including, without limitation, incidental, punitive, consequential, special, direct or indirect damages, loss of profits, loss of business, loss of business opportunity or economic loss), expense, injury (including, without limitation, death or personal injury), damage to property or liability suffered or incurred by any such person in connection with or with respect to the Offer and/or any prizes proposed to be given hereunder. By participating in this Offer, every Cardholder / Eligible Customer expressly agrees that Participating Bank or Visa or any of their affiliates will not be liable or responsible for any loss or damage whatsoever that an Eligible Customer may suffer, directly or indirectly, in connection with this Offer. Nothing herein amounts to a commitment by Visa or the Participating Bank to conduct further, similar or other offers. Without prejudice to the generality of the foregoing, (i) neither Visa nor the Participating Bank shall be liable for any acts beyond their control including but not limited to acts of God or public enemies, or war; and (ii) by participating under this Offer, the Eligible Customer understands, acknowledges and agrees that any claim, complaint or dispute of any nature arising out of or in relation to this Offer (each a "Claim") shall be settled directly with the Participating Bank, and the Eligible Customer shall not make any Claim against Visa. Without prejudice to the foregoing, and to the fullest extent permitted by law, Visa shall not be liable to any person for any loss, damage, expense or claim (whether direct or indirect) in relation to any personal injury, death, false representation, damage, act or omission arising from or in connection with the usage or attempted usage of the Offer or goods and/or services provided under the Offer.
- 29. Each Mega Winner and their travel companion must (i) be of at least 18 years of age, unless accompanied by a parent or legal guardian, (ii) hold a valid Bangladeshi passport that is 'Emigration Check Not Required', and (iii) sign and return (or in the case of a minor have his/her parent or legal guardian sign and return on his/her behalf) a release of liability and consent to publicity form and/or any other document required for the purposes connected with the Package or Mega Prize, (as provided / issued by Visa). The Mega Prize Winner may be required to present a valid major credit card to the hotel allotted to them upon check-in. If a Mega Prize Winner elects to travel alone, such Mega Prize Winner is not eligible for any additional compensation under any circumstances.
- 30. Hotel stays issued as a part of the Mega Prize is subject to hotel's terms and conditions, including but not limited to check-in and checkout times. Documentation that is reasonably necessary to make any arrangements for the Mega Prize Winner (e.g. passport number) must be supplied upon request, and failure to do so promptly may result in the forfeiture of the Mega Prize. The travelers on the Package for a Mega Prize must travel together on the same itinerary and are responsible for ensuring they have all necessary travel documents prior to and for their travel (e.g. valid passport).
- 31. All Final Winners are fully responsible for any and all applicable taxes (including income tax and withholding taxes). The Mega Prize Winner along with their companion are responsible for any additional expenses not included in the Mega Prize, including the list of exclusions set-out in the table above.
- 32. No refund or compensation will be made in the event of the cancellation or delay of any flight or failure to obtain or a denial of a visa for entry to Qatar or the cancellation or postponement of a part or the entire 2022 FIFA World Cup Qatar. Visa and the Participating Bank shall have no responsibility for flight cancellations, alterations, weather delays, weather cancellations or other changes to the Mega Prize Winner's travel itinerary or the Package (whether having the effect of lengthening or shortening the trip itinerary) or the accommodation and, by participating in this Offer, the Mega Prize Winner along with their companion (if any) acknowledges and accepts such risks, and agrees that Visa is only responsible for the Package inclusions as listed herein, subject to these Offer Terms, and are not responsible for any additional costs or expenses that may be incurred by the Mega Prize Winner or their companion as a result of any changes in their itinerary or Package or the accommodation.
- 33. Visa, has the right, in its absolute discretion, to disqualify and/or remove any of the Mega Prize Winner and their respective companions from any activity included in the Package, at any time, if such individual is at any point uncooperative, disruptive, abusive, or unobservant of applicable rules, laws or regulations, or if such

individual is likely to cause or has caused damage to person, property, or the reputation of Visa or, as determined in the absolute discretion of Visa.

- 34. No financial compensation will be provided or available to the Mega Prize Winner if the actual Mega Prize and the benefits provided to the Mega Prize Winner differs from the description set-out in these Offer Terms or cancellation or postponement of the 2022 FIFA World Cup Qatar. The Mega Prize must be accepted as awarded, without substitution, transfer, exchange (for cash or otherwise) or assignment, unless otherwise determined in the absolute discretion of Visa and/or the Participating Bank and/or prize supplier(s). The prizes provided as the Mega Prize are dependent on a number of factors, including factors beyond Visa's or the Participating Bank's control, hence may differ from the description provided in these Offer Terms. The Packages under the Mega Prize are provided "as is" without further warranty of any kind.
- 35. Any unused portion of the Package, once awarded, will be deemed forfeited by the concerned Mega Prize Winner, and no financial compensation will be made or required in respect of such unused portion. The prizes proposed to be provided as the Mega Prize will not be replaced in the event any document related thereto is lost, destroyed, mutilated, stolen or cannot be presented on demand, and the Mega Prize Winner will be deemed to have forfeited such Mega Prize.
- 36. The Eligible Customer understands that the Final Prizes or a part thereof may be substituted with a prizes or a component of a prize of similar value, including, without limitation, a monetary award, if the Final Prizes or part thereof cannot be awarded or provided to the Final Winners for any reason whatsoever.
- 37. Once awarded, the Package cannot be resold or commercially traded in any manner, directly or indirectly.
- 38. In order to be selected a winner and eligible to any offers or benefits hereunder, each Eligible Customer consents to Visa and Participating Bank's disclosure of personal information to any third party for the provision of such prize or benefits or the fulfillment thereof. By participating in this Offer, every Cardholder / Eligible Customer expressly consents to and waives any objection it may have to any publication of their names and their details, on any forum including but not limited to social media websites, in connection with this Offer.
- 39. Visa and/or the Participating Bank reserve the right, in their absolute discretion, to disqualify without notice, any Cardholder or Eligible Customer found to be: violating these Offer Terms; tampering or attempting to tamper with the entry process or the operation of the Offer; acting in a disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or attempting to undermine the legitimate operation of the Offer. Any attempt by an individual to undermine the legitimate operation of this Offer may be a violation of the applicable criminal and/or civil laws. Should any such attempt be made, Visa and/or the Participating Bank reserve the right to seek remedies, including criminal prosecution, and damages to the maximum extent permitted by law.
- 40. If a dispute arises regarding the identity of any of the Final Winners, the applicable entry will be deemed to have been submitted by the authorized Cardholder of the respective Participating Bank provided at the time of entry. Any of the Final Winners may be required to provide proof that he or she is the authorized Cardholder. Whether or not an individual constitutes the authorized Cardholder in question will be determined by the Participating Bank and Visa in its sole discretion; and, if the name of the authorized Cardholder does not accord with the full name provided at the time of entry, the applicable entry may be disqualified.
- 41. The offer is not valid in jurisdictions where such offers are prohibited under law. Persons residing in such jurisdictions are ineligible to avail this Offer.
- 42. The Mega Prize Winner agree to comply with the terms and conditions applicable to the issue and use of match tickets from time to time by the organizer for the 2022 FIFA World Cup Qatar. Such terms and conditions are stipulated in the Ticket License Agreement (please refer at the back of the physical ticket (once issued) and include prohibitions against any use of the ticket in connection with any commercial promotion or contest (without the consent of 2022 FIFA World Cup Qatar organizer or relevant authority) and the unauthorized sale of the ticket in excess of face value of the ticket.
- 43. The Mega Prize Winner shall not display or publicize any political slogans or homophobic language, images of a lewd or explicitly sexual nature, images containing logos of competitors and overt brand sponsorship or anything else deemed to be ambush marketing or an abuse of the 2022 FIFA World Cup Qatar, content which is defamatory, obscene, illegal, vulgar, offensive or otherwise unsuitable or infringes others' rights (including intellectual property rights) or reflects negatively upon any of 2022 FIFA World Cup Qatar while using any 2022 FIFA World Cup Qatar tickets. The Mega Prize Winner) agrees and acknowledges that any breach of this clause will cause significant damage and loss to 2022 FIFA World Cup Qatar and the Mega Prize Winner hereby agrees to be liable to 2022 FIFA World Cup Qatar for the damages and losses by the Mega Prize Winner and their travel companion.

- 44. Under no circumstance will the prizes being offered under this Offer be settled with cash in lieu by Visa or by the Participating Bank.
- 45. All disputes between the Cardholders and their Participating Bank will be resolved *inter se*, and Visa will not (nor will be liable or obliged to) mediate or resolve any dispute or disagreement between the Eligible Customers and their Participating Bank.
- 46. Nothing herein shall prejudice or affect the terms and conditions of Visa card member agreement between a Cardholder and their Participating Bank.
- 47. This Offer is a special offer for the Cardholders. Notwithstanding the foregoing, the Offer Terms may be amended, cancelled, suspended or terminated at any time and for any reason whatsoever without prior notice, and no party under this Offer shall be liable to any person in connection with such amendment, cancellation or suspension or termination of this Offer, as the case maybe.
- 48. For any further clarification regarding the Terms and Conditions of the Offer, please contact your Participating Bank.