



## **TERMS AND CONDITIONS FOR "MASTERCARD X UEFA – SPEND & WIN CAMPAIGN 2025" – GHANA**

The following terms and conditions ("**Terms and Conditions**") apply to the "**MASTERCARD X UEFA – SPEND & WIN CAMPAIGN 2025**" ("**the Campaign**") and by participating in the Campaign you are deemed to have read, understood, and accepted these Terms and Conditions.

### **1. ORGANIZATION, DURATION, ELIGIBILITY AND ENTRY**

- a) Mastercard cardholders will stand a chance to win 1 (one) of 4 (four) Mastercard Priceless – Travel experiences in 2025. The Campaign is organized by Mastercard to reward Mastercard cardholders in Ghana who make an in-store or online payment with a Mastercard branded Pre-paid, Credit or Debit card (excluding corporate cards) issued in Ghana by a Mastercard participating issuing bank, as specified below, ("**Eligible Card**"), during the "Campaign Period."
- b) 1 (one) Winner will be selected from the below participating issuing banks.
- c) Participating issuing banks include:
  - Prudential Bank
  - United Bank of Africa (UBA)
  - Zenith Bank (Ghana) Ltd
  - Fidelity Bank
  - Ecobank
  - First Bank Ghana
  - National Investment Bank
  - First Atlantic Bank
  - Stanbic Bank
- d) The validity of the campaign is from 3 March 2025 to 30 April 2025 (both days inclusive), unless extended or revoked without prior notice and liability to Mastercard, at their sole discretion ("**Campaign Period**").
- e) To qualify for the Campaign, Mastercard cardholders must make an in-store or online payment with an Eligible Card during the Campaign Period ("**Eligible Transaction**").
- f) To be eligible to participate in the Campaign, Participants must:
  - (i) be of at least 18 (eighteen) years of age at the time of entry; and
  - (ii) hold a valid passport, Ghanaian identification card or resident card.

**(“Eligible Participant”).**

- g) The Participant with the highest number of Eligible Transactions (total number of transactions and not transactional value) during the Campaign Period is eligible to be selected as the Winner for the Campaign (“**Winner**”). In the event of a tie (i.e. there are 2 (two) or more Eligible Participants with an equal number of Eligible Transactions), the Eligible Participant with the higher cumulative transaction value will be selected as the Winner.
- h) The number of Eligible Transactions that are refunded or unsuccessful (for any reason whatsoever) will not be considered for the determination of an Eligible Participant to qualify as a Winner. Cash withdrawals from ATMs, account transfers, or card top-ups will not be considered transactions.
- i) By participating in the Campaign, the Participant fully and unconditionally agrees to and accepts these Terms and Conditions and the decisions of Mastercard which are final and binding in all matters related to the Campaign, with the approval of the Gaming Commission of Ghana. It is however clarified that Cardholders are not bound in any manner to participate in the Campaign and any such participation in the Campaign is voluntary.
- j) Only 1 (one) Eligible Participant will be chosen by Mastercard as the Winner from all the participating issuing banks, after the end of the Campaign Period.
- k) All participating issuing banks’ employees, contractors, their immediate family (spouse, parents, siblings, children, and household members), including their respective parent companies, subsidiaries, affiliates, agents and any other supplier or third party involved in the development, facilitation or execution of this Campaign and their immediate families and dependants SHALL NOT be eligible to participate in this Campaign.
- l) A Participant shall not be eligible to receive the PRICELESS Campaign Reward if they have previously received any PRICELESS reward/prize within the previous 18 (eighteen) months.

## **2. IDENTIFICATION OF THE WINNER**

- a) Following the Campaign Period, a total of 1 (one) Eligible Participant, from all the participating issuing banks, with the highest number of transactions during the Campaign Period will be chosen by Mastercard as the Winner.



- b) The Winner will be contacted through Mastercard's agency no later than 14 May 2025.
- c) The Winner will be required to sign reward acceptance agreements, indemnity, and model release forms. They will also be required to present their passport or Ghanaian identification card to facilitate travel bookings.
- d) Entry and participation in the Campaign constitute the Participant's consent for Mastercard and their designees to use the Participant's (including their travel companions') name, image, prize information, likeness, and country of residence in the marketing activities related to the Campaign in any media without further consideration for the duration of the campaign and for a 3 (three) month period after the conclusion of the same.
- e) By accepting the Campaign Reward, the Winner will have deemed to Mastercard the right to use their image, name, video, and voice on radio, print and television or in any other media or event as determined by Mastercard to the receipt of the Campaign Reward for the duration of the Campaign and for a 3 (three) month period after the conclusion of the same without additional consideration or compensation.

### 3. THE CAMPAIGN REWARD

- a) The 1 (one) Winner, will receive the following reward:
  - (i) A fully paid-for travel package at Aqua Safari Resort from 30 May 2025 and returning on 1 June 2025 ("**Campaign Reward**").
  - (ii) The Campaign Reward includes:
    - a. 2 (two) nights' full board accommodation at Aqua Safari Resort.
    - b. Private transfer from a designated location in Accra to the dock, followed by a boat trip to the Aqua Safari Resort.
    - c. Boat trip from the Aqua Safari Resort to the dock, followed by private transfer to a designated location in Accra.
    - d. Specially curated breakfast by a private chef.
    - e. Surprise celebrity performance.
- b) The Campaign Reward excludes any / all other expenses of a personal nature, including but not limited to:

- (i) Portage at hotels;
  - (ii) Tips and gratuities;
  - (iii) Room upgrades;
  - (iv) Room service;
  - (v) Telephone bills.
- c) The 1 (one) Winner is entitled to bring 2 (two) or less travel companions.
- d) The Campaign Reward is non-assignable, non-transferable, not exchangeable for cash or other prizes, unless due to unforeseen circumstances upon approval by Mastercard in its sole discretion and is only redeemable between 30 May 2025 and returning on 1 June 2025.
- e) Any activity not specifically included in clause 3(a)(ii) shall be considered excluded unless otherwise decided by Mastercard in its sole discretion.
- f) The detailed itinerary of the Campaign Reward will be shared with you closer to the date of the trip. The program itinerary and details are at the discretion of Mastercard and are subject to change.
- g) The Campaign Reward offered under this Campaign is subject to availability and accordingly Mastercard, in no circumstances, shall be liable for non-availability of the Campaign Reward or any part thereof.
- h) Hotel stays issued as a part of the Campaign Reward are subject to the hotel's terms and conditions, including but not limited to check-in and check-out times. Documentation that is reasonably necessary to make any arrangements for the Winner and their travel companion(s) (e.g. passport number) must be supplied upon request, and failure to do so promptly may result in the forfeiture of the Campaign Reward. The Winner and their travel companion(s) must journey together on the same itinerary and are responsible for ensuring they have all necessary travel documents prior to and for their staycation (e.g. valid passport).
- i) The Winner will be required to share personal information such as name, address, email address, telephone number etc. with the Mastercard agency for the purpose of fulfilment of the Campaign Reward and the experiences therein.
- j) In the unlikely event of the Campaign Reward being cancelled, Mastercard reserves the right to offer an alternative prize of equal value. In the event of travel restrictions, where you cannot travel for any reason whatsoever,



including the inability to procure a valid visa for travel, the Campaign Reward shall be forfeited.

- k) The Winner hereby agrees to not make any claim or raise any complaint whatsoever against Mastercard in this respect. Mastercard shall not be responsible for any claim arising out of or in connection with such forfeiture.
- l) Mastercard reserves the right, at any time, without prior notice and without providing any reason whatsoever, to add/alter/modify/change or vary any or all of the Terms and Conditions or to replace, wholly or in part, this Campaign Reward with another Campaign Reward, whether similar to this Campaign Reward or not.
- m) Mastercard's decision on all matters relating to the offer shall be final, conclusive, and binding, with the approval of the Gaming Commission of Ghana. No appeal will be entertained.
- n) The Participants and/or Winner consent to Recording/Photography (content) for purposes of this Campaign.
- o) This consent governs participation in the **MASTERCARD X UEFA – SPEND & WIN CAMPAIGN 2025** experiences activation campaign being conducted by Octagon Africa (Pty) Limited on behalf of Mastercard.
- p) The Participant and/or Winner consents to Mastercard and its parent companies, subsidiaries, affiliates, licensees, successors, assigns and contractors (including its affiliates), filming or otherwise recording the Participant's and/or Winner appearance, poses, voice and statements, and editing such recordings (collectively "**Footage**").
- q) The Participant and/or Winner agrees that Mastercard may use, or license others to use, the content or a reproduction of it, in whole or in part, and/or the Participant's and/or Winner name, voice, likeness and any biographical material which the Participant may provide, in connection with the use of the Footage, for marketing and promotional purposes, on websites operated by or for Mastercard and on social media channels. The Participant and / Winner further agree that Mastercard, in its sole discretion, may edit, modify, add to, delete from, or change the content.
- r) The Participant and/or Winner also acknowledges and agrees that Mastercard shall have no obligation to use the content or the Participant's and/or Winner name in any manner. The Participant and/or Winner hereby



releases Mastercard from any rights the Participant and/or Winner may have in connection with the use of the content and the Participant's and/or Winner name. The Participant and/or Winner shall not own any rights in the content, and the Participant and/or Winner acknowledge that Mastercard shall be the sole owner of the content. The Participant and/or Winner represent that any statements made by the Participant and/or Winner during the content are true, to the best of the Participant's and/or Winner knowledge, and that neither they nor the Participant's and/or Winner appearance will violate or infringe upon the rights of any third party, nor give rise to any claim.

- s) The Participant and/or Winner hereby releases Mastercard, its contractors and their parent companies, subsidiaries, affiliates, licensees, successors and assigns, from any claim of any kind or nature whatsoever arising from the use of the content, including, but not limited to, defamation, invasion of privacy, right of publicity, copyright, or any other personal and/or property rights ("**Claims**") and agree that the Participant and/or Winner will not now or in the future assert or maintain any Claims against Mastercard, its contractors or their parent companies, subsidiaries, affiliates, licensees, successors or assigns.
- t) The Participant and/or Winner hereby waive any right of inspection or approval of the Participant's and/or Winner appearance or the uses to which the content may be put. The Participant and/or Winner acknowledges that Mastercard will rely on this permission potentially, at substantial cost to Mastercard and hereby agree not to assert any claim of any nature whatsoever against anyone relating to the exercise of the permissions granted under this content Consent.

#### **4. GENERAL TERMS OF THE CAMPAIGN**

- a) The Campaign Reward must be accepted within 48 (forty-eight) hours from the date of being contacted by Mastercard's Agency.
- b) Mastercard reserves the right to select an Eligible Participant, with the next highest number of Eligible Transactions, as the Winner, if there have been at least 3 (three) unsuccessful attempts within 24 (twenty-four) hours to contact the Winner. For the avoidance of doubt, missed calls and calls diverted to voice mails will not be considered as answered for purposes of this Campaign.
- c) Mastercard, has the right, in its absolute discretion, to: (i) disqualify and/or remove any Winner or (ii) not qualify an Eligible Participant as a Winner, based on any suspicion of malpractice or malfeasance by or on behalf of



such Eligible Participant. Mastercard reserves the right, in its absolute discretion, to disqualify without notice, any cardholder or Eligible Participant found to be: violating these Terms and Conditions; tampering or attempting to tamper with the entry process or the operation of the Campaign; 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 Campaign. Any attempt by an individual to undermine the legitimate operation of this Campaign may be a violation of the applicable criminal and/or civil laws. Should any such attempt be made, Mastercard reserves the right to seek remedies, including criminal prosecution, and damages to the maximum extent permitted by law.

- d) Mastercard may select an additional reserve Winner, who shall be contacted as the immediate next Winner to replace any Winner that (i) has not accepted the Campaign Reward in accordance with clause 4(a), (ii) couldn't not be contacted as provided in clause 4(b), and (iii) that has been disqualified as in clause 4(c).
- e) Mastercard reserves the right to amend and adjust the Campaign format and timings as they deem fit and shall communicate the same as necessary.
- f) Although Mastercard has made reasonable efforts to ensure that all information and materials relating to the Campaign are accurate, they shall not be liable for any inaccuracy or errors in such information and/or material.

## **5. FORCE MAJEURE**

Mastercard, their agents and subcontractors will also not bear responsibility for any loss or damage to a participant, whether caused by self or any third party, arising from matters outside the control of Mastercard, their agents and sub-contractors including but not limited to force majeure events such as acts of God, terrorism, labour action or unrest, computer viruses, power outages; lockdowns, epidemics/pandemics or any other cause whatsoever beyond the control of the affected party.

## **6. EXCLUSION OF LIABILITY**

- a) Except where prohibited, by participating in the Campaign, Participants and/or the Winner agree to release and hold harmless all Mastercard employees, contractors and immediate family (spouse, parents, siblings, children, and household members), bank partners, agents and agencies, officers, directors and employees of each of them or third party involved in the development, facilitation or execution of this campaign from and against any claim or cause of action arising out of participation in the Campaign or receipt or use of any prize, including, but not limited to:

- (i) failure to award any component of the Campaign Reward due to government policies and restrictions on the occurrence of any similar public health emergency; or
  - (ii) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from the Participant's participation in the Campaign or receipt, use or misuse of any prize. Participant further agrees that in any cause of action, the released parties' liability will be limited to the cost of entering and participating in the Campaign and in no event shall the released parties be liable for attorney's fees. Participant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages.
- b) By entering the Campaign, all Participants and the Winner agree to be bound by these Terms and Conditions which will be subject to interpretation by the Mastercard, whose interpretation shall be final and binding.
  - c) In case of any queries or concerns relating to the Campaign, Participants should contact Octagon Africa Pty at: 21 Scott Street, Waverley, Johannesburg, Gauteng, South Africa, 2091.

## **7. AMENDMENT AND TERMINATION**

- a) Mastercard reserves the right to amend, modify or change these Terms and Conditions at any time during the Campaign and/or to terminate the Campaign entirely, in consultation with the Gaming Commission of Ghana.
- b) Termination of the Campaign will occur upon the lapse of the Campaign Period or at such earlier or later time as determined by Mastercard, upon approval by the Gaming Commission of Ghana.

## **8. PRIVACY AND DATA PROTECTION**

- a) To facilitate the Campaign and for marketing communications, Mastercard may process personal information relating to identified or identifiable natural persons, i.e. personal data, who participate in the Campaign. Mastercard will process this personal data in accordance with the company Privacy Policy and in accordance with data protection requirements under the Ghana Data Protection Act, 2012.
- b) Mastercard may work with additional third parties in the Campaign and the Participants hereby explicitly and unambiguously consent to the collection,





use and transfer of personal data, between Mastercard, its issuing bank partners and marketing and communication agencies, to this Campaign.

- c) The Participants hereby confirm that they have reviewed and agreed to the applicable privacy notice by their participating issuing bank for Mastercard to process their personal information for this Campaign.
- d) Mastercard is committed to respecting and protecting the privacy of the personal data collected from the Participants through the issuing bank partners.

#### **9. OTHER TERMS AND CONDITIONS**

- a) All Participants further warrant and represent that they have read and understood these terms and conditions and agree to be bound thereby.
- b) Participants of the Campaign are required to keep themselves updated on the Terms and Conditions of the Campaign, available at [www.priceless.com](http://www.priceless.com).
- c) The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.
- d) The decision of Mastercard and the Gaming Commission of Ghana on all matters relating to this Campaign is final.
- e) These Terms and Conditions will be governed by the laws of Ghana.
- f) This Campaign and these Terms and Conditions will be governed by the laws of Ghana and is subject to the jurisdiction of the courts of Ghana.
- g) If any provision of these Terms and Conditions is held by a court of competent jurisdiction to be unenforceable or invalid in any respect, such unenforceability, or invalidity will not affect any other provision of these Terms and Conditions, and these Terms and Conditions will then be construed as if such unenforceable or invalid provisions had never been a part of these Terms and Conditions.