

Mastercard Pay & Get Rewards Program in Bosnia and Herzegovina (Federation of Bosnia and Herzegovina, Republic of Srpska, Brčko District BiH)

Campaign Rules of the Program (the "Rules") for participating Issuers only:

- 1. Introduction** – MASTERCARD EUROPE SA, with its registered seat at Chaussee de Tervuren 198 a, Waterloo, Belgium, company no 0448.038.446 ("**Mastercard Company**") as a foreign legal entity introduces Mastercard Pay & Get Rewards Program (the "**Program**") in Bosnia and Herzegovina.

[Due to the fact Mastercard Company does not perform business activities on the territory of Bosnia and Herzegovina] Issuer of Mastercard debit or credit card is responsible for the realization of the Program in the territory of Bosnia and Herzegovina [and therefore has the obligation under the Consumer Protection Law of BiH („Official Gazette BiH“ no. 25/06 and 88/15), Consumer Protection Law of RS („Official Gazette RS“ no. 6/12, 63/14, 18/17 and 90/21), Law on Trade of RS („Official Gazette RS“ no. 105/19), Law on Internal Trade of FBiH („Official Gazette FBiH“ no. 40/10 and 79/17), and Law on Trade of BD BiH („Official Gazette Brčko District BiH“, no. 40/04, 19/07 and 11/20) to announce the sales incentives offer.]

Mastercard Company hereby establish the following Rules of the Program for participating Issuers.

The Program starts on 1st November 2023 and ends on 31th December 2023.

The Program is organized in the territory of Bosnia and Herzegovina (Federation of Bosnia

Mastercard Pay & Get Rewards Program u Bosni i Hercegovini (Federacija Bosne i Hercegovine, Republika Srpska, Brčko Distrikt BiH)

Pravila kampanje Programa („Pravila“) za Izdavaoce koji učestvuju u Programu:

- 1. Uvod** – MASTERCARD EUROPE SA, sa registrovanim sjedištem na adresi Chaussee de Tervuren 198 a, Waterloo, Belgija, registarski broj 0448.038.446 („**Kompanija Mastercard**") kao strano pravno lice uvodi Mastercard Pay & Get Rewards Program („**Program**") Bosni i Hercegovini.

[S obzirom na činjenicu da Kompanija Mastercard ne obavlja privrednu djelatnost na teritoriji Bosne i Hercegovine] Izdavalac Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji Bosne i Hercegovine [i stoga ima obavezu prema Zakonu o zaštiti potrošača BiH („Službeni glasnik BiH“ br. 25/06 i 88/15), Zakonu o zaštiti potrošača RS („Službeni glasnik RS“ br. 6/12, 63/14, 18/17 i 90/21), Zakonu o trgovini RS („Službeni glasnik RS“, br. 105/19), Zakona o unutrašnjoj trgovini FBiH („Službene novine FBiH“ br. 40/10 i 79/17), i Zakonu o trgovini BD BiH („Službeni glasnik Brčko Distrikta BiH“, br. 40/04, 19/07 i 11/20) da objavi ponudu za prodajne podsticaje.]

Kompanija Mastercard ovim utvrđuje sljedeća Pravila Programa za Izdavaoce koji učestvuju u Programu.

Program počinje 1. novembra 2023. i završava se 31. decembra 2023. godine.

Program se organizuje na teritoriji Bosne i Hercegovine (Federacija Bosne i Hercegovine, Republika Srpska, Brčko Distrikt BiH).

and Herzegovina, Republic of Srpska, Brčko District BiH).

Rules will be published at: <https://www.mastercard.ba/> as well as on the websites of the participating banks (Issuers) in a form of their choosing.

2. Definitions – In these Rules:

“**Account**” means the account of the Card (if any) opened in the name of the Issuer Cardholder.

The “**Android**” means android operating system for smartphones.

“**Agreement**” means the agreement between Issuer Cardholder and its Issuer in respect of issuing the Card.

“**BIN**” means the bank identification number.

“**Card**” means debit, credit & prepaid Mastercard card (excluding Maestro), issued in the name of a natural person, bearing Mastercard Company’s brand and issued by the Issuer. The Card does not mean non-reloadable prepaid cards issued by a bank or other payment institution.

“**Cashback**” means a cashback transaction which is available to Issuer Cardholder under this Program.

“**Domestic Merchant**” means any merchant with the registered seat in Bosnia and Herzegovina, and who has signed an agreement on processing card payments with a bank with registered seat in the Bosnia and Herzegovina and who has a license by Mastercard Company to process card payments.

“**Eligible Purchase/s**” means any purchase/s done using the Card through Mobile Wallet in accordance with this Rules.

Pravila će biti objavljena na: <https://www.mastercard.ba/> kao i na web stranicama banaka (Izdavaoca) učesnica u formi po njihovom izboru.

2. Definicije – U ovim Pravilima:

„**Račun**“ označava račun Kartice (ako postoji) otvoren na ime Korisnika kartice Izdavaoca.

„**Android**“ označava android operativni sistem za pametne mobilne telefone.

„**Ugovor**“ označava sporazum između Korisnika kartice Izdavaoca i njenog/njegovog Izdavaoca u vezi sa izdavanjem Kartice.

„**BIN**“ označava identifikacioni broj banke.

„**Kartica**“ označava kreditnu & debitnu Mastercard karticu (isključujući Maestro), izdatu na ime fizičkog lica, koja nosi brend Kompanije Mastercard i koju izdaje Izdavalac. Kartica ne označava PrePejd (non-reloadable) nadopunjive kartice izdate od strane banke ili druge platne institucije.

„**Povrat novca** ili **Cash Back**“ označava povrat novca koji je dostupan Korisniku kartice Izdavaoca u okviru ovog Programa.

„**Domaći trgovac**“ označava svakog trgovca koji ima registrovano sjedište u Bosni i Hercegovini i koji ima potpisan ugovor o procesiranju kartičnih plaćanja sa bankom koja ima sjedište u Bosni i Hercegovini i koja ima dozvolu za procesiranje kartičnih plaćanja od strane Kompanije Mastercard.

„**Kvalifikovana/e Kupovina/e koje ispunjavaju uvjete**“ označavaju svaku kupovinu/e obavljenju/e korišćenjem pomoću

“**IOS**” means operating system for Apple smartphones and other devices.

“**In writing**” means any written communications, including in the electronic form (such as e-mail messages).

“**Issuer**” means the bank or other payment institution that issued Card on the territory of Bosnia and Herzegovina: UniCredit Bank d.d., UniCredit Bank a.d. Banja Luka, Raiffeisen Bank d.d. BiH, NLB Banka d.d. Sarajevo, NLB Banka a.d. Banja Luka, Nova Banka a.d. Banja Luka, Pro Credit Bank d.d. Sarajevo.

“**Issuer Cardholder**” means a private individual, user of the Card issued by the Issuer.

“**Mastercard Company**” means the company MASTERCARD EUROPE SA.

“**Mobile Wallet**” means application for the device which is connected with the Card and can be used for contactless payments at the point of sale.

“**Program**” means the sales incentives program Mastercard Pay & Get Rewards in Bosnia and Herzegovina which enables earning Cashback from Eligible Purchases made in period from 1 November 2023 until 31 December 2023.

“**Website**” means the web page available at www.mastercard.ba.

3. **The Eligibility and the Cashback** (Money return) – by making an Eligible Purchase, during the Program, Issuer Cardholder is entitled to participate in this Program. By following these Rules, Issuer Cardholder shall

Kartice putem Mobilnog novčanika u skladu sa ovim Pravilima.

„**IOS**“ označava operativni sistem za Apple pametne mobilne telefone i druge uređaje.

„**U pisanoj formi**“ označava svaku pisanu komunikaciju, uključujući i elektronsku formu (kao što su e-mail poruke).

„**Izdavalac**“ označava banku ili drugu platnu instituciju koja je izdala Karticu na teritoriji Bosne i Hercegovine: UniCredit Bank d.d., UniCredit Bank a.d. Banja Luka, Raiffeisen Bank d.d. BiH, NLB Banka d.d. Sarajevo, NLB Banka a.d. Banja Luka, Nova Banka a.d. Banja Luka, Pro Credit Bank d.d. Sarajevo.

„**Korisnik kartice Izdavaoca**“ označava fizičko lice, korisnika Kartice Izdavaoca.

„**Kompanija Mastercard**“ označava privredno društvo MASTERCARD EUROPE SA.

„**Mobilni novčanik**“ označava aplikaciju za uređaj koji je povezan sa Karticom i može se koristiti za beskontaktno plaćanje na prodajnom mjestu.

„**Program**“ označava prodajni podsticaj Mastercard Pay & Get Rewards u Bosni i Hercegovini koji omogućava Povrat novca na osnovu Kvalifikovanih kupovina izvršenih u periodu 1. novembra 2023. do 31. decembra 2023. godine.

„**Web-sajt**“ označava web stranicu koja je dostupna na www.mastercard.ba.

3. **Kvalifikovanje i Povrat novca** – Kvalifikovanom kupovinom, u periodu trajanja Programa, Korisnik kartice Izdavaoca ostvaruje pravo da učestvuje u ovom Programu. Poštovanjem ovih Pravila, Korisnik

be eligible for the sales incentive (Cashback) in accordance with the Rules (as defined below).

Cards that have made Eligible Purchase at Domestic Merchants in any amount, after every 5th (fifth) Eligible Purchase during the Program duration, are entitled to a Cashback in the amount of 5 (five) BAM.

During the duration of the Program, it is possible to obtain a maximum of 3 (three) Cashback per Card, i.e. 15 BAM in total per Card that have made Eligible Purchases at Domestic Merchants in any amount. Cashback shall be made by the 15th day of the month following the month in which the last Eligible Purchase was made in accordance with these Rules.

For avoidance of doubt, limitations regarding the purchase made by the Card at the stores of the Domestic Merchants depend exclusively on each Issuer and Domestic Merchants.

Transactions that will be excluded from the Program are the ones which belong to one of Merchant Category Codes (MCC) defined below:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements - Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution
- 7995 Gambling Transactions
- 4829 Money Transfer—Merchant
- 6050 Quasi Cash—Customer Financial Institution
- 6051 Quasi Cash—Merchant
- 6012 Merchandise and Services—Customer Financial Institution
- 6534 Payment Transaction

kartice Izdavaoca će imati pravo na prodajni podsticaj (Povrat novca) u skladu sa Pravilima (kao što je definisano u nastavku).

Kartice kojima je izvršena Kvalifikovana kupovina kod Domaćih trgovaca u bilo kojem iznosu, nakon svake 5. (pete) Kvalifikovane kupovine u toku trajanja Programa, ostvaruju pravo na Povrat novca u iznosu od 5 (pet) KM.

U toku trajanja Programa moguće je ostvariti maksimalno 3 (tri) Povrata novca po Kartici, odnosno 15 KM ukupno po Kartici kojom su izvršene Kvalifikovane kupovine kod Domaćih trgovaca u bilo kojem iznosu. Povrat novca će se obavljati do 15-og dana u mjesecu koji slijedi nakon mjeseca u kome je izvršena posljednja Kvalifikovana kupovina u skladu sa ovim Pravilima.

Radi izbjegavanja sumnje, ograničenja u vezi sa kupovinama Karticom u prodavnicama Domaćih trgovaca zavise isključivo od svakog pojedinačnog Izdavaoca i Domaćeg trgovca.

Transakcije koje će biti isključene iz Programa su one koje pripadaju jednom od međunarodno definisanih kategorija kodova trgovaca Merchant Category Codes (MCC) definisanim u nastavku:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements—Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution7995 Gambling Transactions
- 4829 Money Transfer—Merchant
- 6050 Quasi Cash—Customer Financial Institution
- 6051 Quasi Cash—Merchant
- 6012 Merchandise and Services—Customer Financial Institution
- 6534 Payment Transaction

- 6533 Payment Transaction—Merchant
- 6540 POI Funding Transactions (Excluding MoneySend)
- 9754 Gambling—Horse Racing, Dog Racing, Non-Sports Internet Gambling
- 6532 PSP - Member Payment Transaction
- 6529 Remote Stored Value Load
- 6530 Remote Stored Value Load
- 6211 Securities-brokers/dealers

Mastercard Company will not be liable for any loss or damage incurred as a result of any interaction between Issuer Cardholder and the Domestic Merchant and/or Issuer with respect to the Eligible Purchases.

The Issuer Cardholder will get fixed Cashback of 5 (five) BAM in case of achieving the sales incentive conditions defined above. The amount of 5 (five) BAM as an individual payment per Card will be paid to Issuer Cardholder by its Issuer.

- 4. Participation** – To participate in the Program, Issuer Cardholders should comply with the provisions of the Agreement and these Rules, and Card with which Issuer Cardholders are participating in the Program, must be active. In case that Card is cancelled or blocked by Issuer, participation of Cardholders' Issuer in the Program may be suspended by Issuer. Mastercard Company may revoke/suspend participation of the Issuer Cardholder in the Program and cancel any cashback which has been already earned (except for the cashback that has already been paid to Account of the Issuer Cardholder).
- 5. Information** – Issuer Cardholder may check the Cashback received via any possible way provided by the Issuer (including but not limited to, mobile banking, internet banking, electronic statement).

- 6533 Payment Transaction—Merchant
- 6540 POI Funding Transactions (Excluding MoneySend)
- 9754 Gambling—Horse Racing, Dog Racing, Non-Sports Internet Gambling
- 6532 PSP - Member Payment Transaction
- 6529 Remote Stored Value Load
- 6530 Remote Stored Value Load
- 6211 Securities-brokers/dealers

Kompanija Mastercard neće biti odgovorna za bilo kakav gubitak ili štetu nastalu kao rezultat bilo kakve interakcije između Korisnika kartice Izdavaoca i Domaćeg trgovca i/ili Izdavaoca u vezi sa Kvalifikovanim kupovinama.

Korisnik kartice Izdavaoca će dobiti fiksni Povrat novca u iznosu od 5 (pet) KM u slučaju ispunjavanja iznad definisanih uslova prodajnog podsticaja. Iznos od 5 (pet) KM biće uplaćen Korisniku kartice Izdavaoca kao pojedinačna uplata po Kartici od strane Izdavaoca.

- 4. Učešće** – Za učešće u Programu, Korisnici kartice Izdavaoca treba da se pridržavaju odredbi Ugovora i ovih Pravila, a Kartica sa kojom su Korisnici kartica Izdavaoca učestvuju u Programu mora biti aktivna. U slučaju da Izdavalac Karticu poništi ili blokira, učešće Korisnika kartice Izdavaoca u Programu može biti suspendovano od strane Izdavaoca. Kompanija Mastercard može da opozove/suspenduje učešće Korisnika kartice Izdavaoca u Programu i poništi bilo koji Povrat novca na koje je pravo već ostvareno (osim Povrata novca koji je već uplaćen na račun Korisnika kartice Izdavaoca).
- 5. Informacije** – Korisnik kartice Izdavaoca može da provjeri Povrat novca koji je primio na bilo koji mogući način koji je obezbijedio Izdavalac (uključujući, ali ne ograničavajući se na, mobilno bankarstvo, internet bankarstvo, elektronski izvod).

6. **Suspension of rights to earn Cashback** – In certain circumstances, Issuer Cardholders may lose the rights to earn cashback.

The **cashback** may be immediately cancelled, if one of the following occurs:

- Issuer Cardholders are in breach of the provisions of the Agreement with their Issuer;
- Eligible Purchase reversal;
- Issuer Cardholders are in breach of any provisions of these Rules.

In case of Issuer Cardholders breach of the Rules, Issuer shall notify Issuer Cardholder of cancellation of Cashback or suspension of the right to earn the Cashback.

7. **Termination of participation** – Closing of account or Card will be regarded as Issuer Cardholder desire to terminate the participation in the Program.

8. **Program Funding** – Cashback funding is limited by the Program budget.

9. **Termination** – Mastercard reserves the right to terminate the Program if circumstances occur that Mastercard Company could not have known to occur or could not have foreseen, prevented, or eliminated, such as natural disasters, epidemics, civil unrest, war, destruction, government acts of the influence on the fulfillment of obligations etc., and which circumstances directly or indirectly affect the financial market and the stability of currencies, i.e. the state of market exchange rates.

6. **Suspenzija prava na Povrat novca** – U određenim okolnostima, Korisnici kartice Izdavaoca mogu izgubiti pravo na Povrat novca.

Povrat novca može biti odmah poništen, ako nastupi nešto od sljedećeg:

- Korisnici kartice Izdavalaca krše odredbe Ugovora sa svojim Izdavaocem;
- Storniranja Kvalifikovane kupovine;
- Korisnici kartice Izdavalaca krše bilo koju odredbu ovih Pravila.

U slučaju kršenja Pravila od strane Korisnika kartice Izdavalaca, Izdavalac će obavijestiti Korisnika kartice Izdavaoca o poništenju Povrata novca ili suspenziji prava na Povrat novca.

7. **Prestanak učešća** – Zatvaranje računa ili Kartice će se smatrati željom Korisnika kartice Izdavaoca da prekine učešće u Programu.

8. **Programsko finansiranje** – Finansiranje Cash Back-a je ograničeno budžetom Programa.

9. **Prekid** – Kompanija Mastercard zadržava pravo da prekine Program ukoliko nastupe okolnosti za koje Kompanija Mastercard nije mogla znati da će nastupiti ili ih nije mogla predvidjeti, spriječiti, niti otkloniti, kao što su primjera radi elementarne nepogode, epidemije, građanski nemiri, ratna razaranja, akti organa vlasti od uticaja na izvršenje obaveza i slično, a koje okolnosti neposredno ili posredno utiču na finansijsko tržište i stabilnost valuta, odnosno na stanje tržišnih kurseva.

10. Severability of provisions – If any provision of these Rules or any portion thereof is held illegal, invalid or unenforceable, then such provision shall be severed from these Rules and shall not affect the legal force and enforceability of any other provisions. These Rules shall supersede all prior agreements, announcements and representations in respect of the Program. If any details of the Program contradict these Rules, then the Rules shall prevail, unless stated otherwise. Failure of Mastercard Company to exercise any of its rights in accordance with these Rules shall not be deemed as waiver from such rights.

11. Applicable law and language – these Rules are drafted in English and Bosnian and governed by the laws of Bosnia and Herzegovina. In case of any discrepancies or inconsistencies, the version of the Rules in English shall prevail.

10. Razdvojjivost odredbi – Ako se bilo koja odredba ovih Pravila ili bilo koji njihov dio smatra nezakonitim, nevažećim ili neizvršivim, tada će se takva odredba odvojiti od ovih Pravila i neće uticati na pravnu snagu i izvršenje bilo kojih drugih odredbi. Ova Pravila će zamijeniti sve prethodne sporazume, objave i prezentacije u vezi sa Programom. Ako su neki detalji Programa u suprotnosti sa ovim Pravilima, tada će Pravila imati prednost, osim ako nije drugačije naznačeno. Neuspjeh Kompanije Mastercard da ostvari bilo koje svoje pravo u skladu sa ovim Pravilima neće predstavljati odricanje od tih prava.

11. Važeći zakon i jezik – ova Pravila su napisana na engleskom i bosanskom jeziku i regulisana su zakonima Bosne i Hercegovine. U slučaju bilo kakvih neslaganja ili nedosljednosti, verzija Pravila na engleskom jeziku će imati prednost.