

Mastercard Pay & Get Rewards Program in Serbia

Terms and Conditions of the Program (the "Terms")

- 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 the Republic of Serbia.

Due to the fact Mastercard Company does not perform business activities on the territory of the Republic of Serbia, Issuer of Mastercard debit or credit card is responsible for the realization of the Program in the territory of the Republic of Serbia and therefore has the obligation under the Law on Trade ("Official Gazette of the Republic of Serbia" no. 52/2019) to announce the sales incentives offer.

Mastercard Company hereby establish the following terms and conditions of the Program.

The Program starts on 15th May and ends on 15th June 2021.

The Program is organized to promote Mastercard Company and its services.

The Program is organized in the territory of the Republic of Serbia.

Terms and Conditions will be published at: www.mastercard.rs, as well as on the websites of the participating banks.

Mastercard Pay & Get Rewards Program u Srbiji

Odredbe i uslovi Programa ("Uslovi")

- 1. Uvod** - MASTERCARD EUROPE SA, sa registrovanim sedištem na adresi Chaussee de Tervuren 198 a, Waterloo, Belgija matični broj 0448.038.446 ("**Kompanija Mastercard**") kao strano pravno lice uvodi Mastercard Pay & Get Rewards Program ("**Program**") u Republiku Srbiju.

S obzirom na činjenicu da Kompanija Mastercard ne obavlja privrednu delatnost niti pruža usluge na teritoriji Republike Srbije, Izdavalac Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji Republike Srbije i zbog toga ima obavezu prema Zakonu o trgovini („Službeni glasnik Republike Srbije“ br. 52/2019) da objavi ponudu za prodajne podsticaje.

Kompanija Mastercard ovim utvrđuje sledeće odredbe i uslove Programa.

Program počinje 15. maja i završava se 15. juna 2021.

Program je organizovan radi promocije Kompanije Mastercard i njenih usluga.

Program se organizuje na teritoriji Republike Srbije.

Uslovi i odredbe biće objavljeni na: www.mastercard.rs kao i internet stranicama svih banaka koje učestvuju u Programu.

2. Definitions – In these Terms:

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

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

The “Card” means debit or credit Mastercard card, 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.

The “Issuer” means the bank or other payment institution that issued your Card, i.e.:

- Addiko Bank AD Beograd;
- Agroindustrijska Komercijalna Banka AIK Banka AD Beograd;
- Banka Poštanska Štedionica AD Beograd;
- Credit Agricole Banka Srbija AD Novi Sad;
- Direktna Banka AD Kragujevac;
- Erste Bank AD Novi Sad;
- Eurobank AD Beograd;
- Halkbank AD Beograd;
- Komercijalna Banka AD Beograd;
- Mobi Banka AD Beograd;
- MTS Banka AD Beograd;
- NLB Banka AD Beograd;
- OTP Banka Srbija AD Beograd;
- ProCredit Bank AD Beograd;
- Raiffeisen Banka AD Beograd;
- Sberbank Srbija AD Beograd;
- UniCredit Bank Srbija AD Beograd;
- Vojvođanska Banka AD Novi Sad;
- iPay See DOO Beograd.

The “Cashback” means a cashback which is available to Cardholder under this Program.

The “Program” means the loyalty program Mastercard Pay & Get Rewards in the Republic of Serbia which enables earning cashback from the Program Compliant Purchases.

“Program-Compliant Purchase/s” means any purchases done online, i.e. using internet with the use of the Card by

2. Definicije - U ovim Uslovima:

“Račun” označava račun Kartice (ako postoji) koji je Izdavalac otvorio u ime korisnika Kartice.

“Ugovor” označava sporazum između korisnika Kartice i njegovog/njenog Izdavaoca u vezi sa izdavanjem Kartice.

“Kartica” označava debitnu ili kreditnu Mastercard karticu, koja je izdata na ime fizičkog lica, koja nosi brend Kompanije Mastercard i koju je izdao Izdavalac. Kartica ne označava PrePaid (non-reloadable) nedopunjive kartice izdate od strane banke ili druge platne institucije.

“Izdavalac” označava banku ili drugu platnu instituciju koja je izdala Karticu za korisnika i to:

- Addiko Bank AD Beograd;
- Agroindustrijska Komercijalna Banka AIK Banka AD Beograd;
- Banka Poštanska Štedionica AD Beograd;
- Credit Agricole Banka Srbija AD Novi Sad;
- Direktna Banka AD Kragujevac;
- Erste Bank AD Novi Sad;
- Eurobank AD Beograd;
- Halkbank AD Beograd;
- Komercijalna Banka AD Beograd;
- Mobi Banka AD Beograd;
- MTS Banka AD Beograd;
- NLB Banka AD Beograd;
- OTP Banka Srbija AD Beograd;
- ProCredit Bank AD Beograd;
- Raiffeisen Banka AD Beograd;
- Sberbank Srbija AD Beograd;
- UniCredit Bank Srbija AD Beograd;
- Vojvođanska Banka AD Novi Sad;
- iPay See DOO Beograd.

“Povraćaj novca ili Keš-bek” označava povraćaj novca koji je dostupan korisniku Kartice u okviru ovog Programa.

“Program” označava program lojalnosti Mastercard Pay & Get Rewards u Republici Srbiji koji omogućava povraćaj novca od na osnovu Kupovina izvršenih u skladu sa Programom.

“Kupovine/a u skladu sa Programom” ili **“Kupovina”** označavaju sve kupovine obavljene online, odnosno putem interneta uz upotrebu Kartice poštujući ove Uslove.

respecting this Terms.

“Domestic Merchant” means any merchant with the registered seat in the Republic of Serbia, which processor of card payments is a bank registered in Republic of Serbia.

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

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

The **“PAN number”** means Card number.

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

“Cardholder” means you, a natural person, a cardholder in whose name the Account is opened by the Issuer.

“Mastercard Company” means the company MASTERCARD EUROPE SA.

- 3. The Enrollment and the Cashback** – by making a Program-Compliant Purchase, during the duration of the Program, cardholder is entitled to participate in this Program, accept this Terms and shall be eligible for partial reimbursement of the expenses for the Program-Compliant Purchase (cashback) in accordance with the Terms. (as defined below).

For the first 20,000 Cards through which purchases and payments are made at least 5 or more times at the online store of the Domestic Merchant in the cumulative minimum amount of RSD 5,000, Cardholders are entitled to cashback in the minimum amount of 980 RSD, within a period of 30 business days from day of the last purchase and payment by the Card.

For avoidance of doubt, first 20.000 Cards refer to total 20,000 Cards with a unique number, i.e. PAN.

For avoidance of doubt, limitations regarding the purchase and payment by the Card on the online stores of the Domestic Merchant depend exclusively on each Issuer.

“Domaći trgovac” označava bilo kog trgovca koji ima registrovano sedište u Republici Srbiji čiji je prihvatilac plaćanja kartica banka sa registrovanim sedištem u Republici Srbiji.

“Veb-sajt” označava veb stranicu dostupnu na www.mastercard.rs.

“BIN” označava identifikacioni broj banke.

“PAN broj” označava broj Kartice.

“u pisanoj formi” označava bilo koju pisanu komunikaciju, uključujući i u elektronskom obliku (kao što su e-mail poruke).

“korisnik Kartice” označava fizičko lice, odnosno korisnika Kartice u čije ime Izdavalac otvara račun.

“Kompanija Mastercard” označava privredno društvo MASTERCARD EUROPE SA.

- 3. Registracija i Keš-bek** - obavljajući Kupovinu za vreme trajanja Programa, korisnik Kartice koji ima pravo da učestvuje u ovom Programu i prihvata ove Uslove, imaće pravo na delimičnu naknadu troškova za Kupovinu (povraćaj novca) u skladu sa Uslovima (kako je definisano u nastavku).

Za prvih 20.000 Kartica putem kojih se izvrši kupovina i plaćanje najmanje 5 ili više puta na internet prodavnici Domaćeg trgovca u ukupnom minimalnom iznosu od 5.000 RSD, korisnici Kartica dobijaju pravo na povraćaj novca u iznosu od najmanje 980 RSD, u periodu od 30 radnih dana od dana poslednje kupovine i plaćanja Karticom.

Radi izbegavanja sumnje, prvih 20.000 Kartica se odnosi na ukupno 20.000 Kartica sa jedinstvenim brojem, odnosno PAN-om.

Radi izbegavanja sumnje, ograničenja u pogledu kupovine i plaćanja Karticom na internet prodavnicama Domaćeg trgovca zavise isključivo od svakog pojedinačnog Izdavaoca Kartice.

Transactions that will be excluded from the Program are: MoneySend, refund transactions, money transfer without the purchase of goods or services, as well as gambling transactions, i.e. games of chance in accordance with the Games of chance Act.

The right to Cashback in accordance with this Program may be exercised by Cardholders **only once** during duration of the Program.

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

Mastercard Company cannot determine the exact amount of the Cashback due to different technical ways of processing payment transactions by each Issuer. For these reasons, an incoming refund transaction processed by Mastercard in the amount of RSD 1,010 as an individual reward per Card will be credited to Cardholder by its Issuer in the amount of RSD 980 to 1,010.

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

Transakcije koje će biti izuzete iz Programa su: MoneySend, transakcije refundacije, odnosno transfer novca bez kupovine proizvoda ili usluge, kao i transakcije koje se odnose na kockanje, odnosno igre na sreću u smislu Zakona o igrama na sreći.

Pravo na Keš-bek u skladu sa Programom korisnici Kartice mogu ostvariti **samo jednom** za vreme trajanja Programa.

Kompanija Mastercard neće biti odgovorna za bilo kakav gubitak ili štetu nastalu kao rezultat bilo kakve interakcije između korisnika Kartice i Domaćeg trgovca ili Izdavaoca u vezi s Kupovinom.

Kompanija Mastercard ne može da odredi tačan iznos Keš-beka zbog različitih tehničkih načina obrade uplatnih transakcija od strane svakog pojedinačnog Izdavaoca. Iz tih razloga dolazna transakcija povraća novca koju Mastercard procesira u iznosu od 1.010 RSD kao pojedinačna nagrada po Kartici, će korisniku Kartice biti proknjižena od strane njegovog/njenog Izdavaoca u iznosu od 980 do 1.010 RSD.

4. **Učešće** - Da bi korisnici Kartice učestvovao u Programu, treba da se pridržavaju odredbi Ugovora i ovih Uslova i Kartica sa kojom se korisnik Kartice registrovao u Programu mora biti aktivna. U slučaju da Izdavalac otkáže ili blokira Karticu korisnika, učešće korisnika Kartice u Programu može biti suspendovano. Kompanija Mastercard može prekinuti učešće korisnika Kartice u Programu i otkazati bilo koji povraćaj novca na koji je korisnik Kartice već ostvario pravo (osim povraća novca koji je već uplaćen na račun korisnika Kartice) ako korisnik Kartice ne ispuni bilo koji od Uslova.
5. **Informacije** – Korisnik Kartice može proveriti primljeni Keš-bek na bilo koji mogući način koji pruža Izdavalac (kao što su, a ne ograničavajući se na, mobilno bankarstvo, internet bankarstvo, elektronski izvod).

discrepancies in respect of cashback within three months from the date of making the relevant Program-Compliant Purchase. If the Issuer acknowledges that the amount of received Cashback is not right, then the required adjustments of Cardholders' Cashback shall be provided. If Cardholder fail to notify the Issuer within the specified period, then no adjustments shall be made and Cardholders' request for such adjustments shall be disregarded. In addition, processing of certain transactions (and earning Cashback on such transactions may take up to 30 business days after the date of making the relevant Program-Compliant Purchase. The Issuers will be responsible for processing the payments of Cashback to the Cardholders' Accounts and for informing the Cardholders of the payment of Cashback to their Account.

In case of any change regarding BIN of r Card in the period of 30 days before the start of the Program, Cardholders will not be able to participate in this Program.

- 6. The Issuer Responsibilities** - The Issuers need to get approval from Mastercard Company before publishing any marketing or communication materials related to the Program.

The Issuers should inform Cardholders participating in the Program to refer to this Terms, before making any purchases.

The Issuers are obliged to use appropriate trademark symbols (® and ™) for Mastercard Company and name of the Cards. All marketing materials promoting the Program must feature Mastercard logo. Mastercard Company reserves the right to withdraw use of the Program at any time from Issuers (and their cardholders) who fail to fully comply with Mastercard Company's requirements involving cardholder communications, marketing material content and branding.

The Issuers must support cardholders' inquires related to the Program.

Korisnik kartice treba da obavesti Izdavaoca o bilo kakvim odstupanjima u pogledu Keš-beka u roku od tri meseca od datuma izvršenja Kupovine. Ako Izdavalac potvrdi da je iznos Keš-beka koji je uplaćen neodgovarajući, tada će se obezbediti potrebne izmene u pogledu Keš-beka korisnika Kartice. Ukoliko korisnik Kartice propusti da obavesti Izdavaoca u navedenom roku, neće se izvršiti nikakve izmene i zahtev korisnika Kartice za takvim izmenama se neće uzeti u obzir. Takođe, obrada određenih transakcija (i zarada Keš-beka na takvim transakcijama može potrajati do 30 radnih dana nakon datuma izvršenja Kupovine. Izdavaoci će biti odgovorni za procesuiranje uplata Keš-beka korisnicima Kartica i za obaveštavanje korisnika Kartica o uplati Keš-beka na njihov Račun.

U slučaju bilo kakve izmene u pogledu BIN-a Kartice u periodu od 30 dana pre početka Programa, korisnici Kartice neće moći da ostvare učešće u ovom Programu.

- 6. Odgovornosti Izdavaoca** - Izdavaoci moraju dobiti odobrenje Kompanije Mastercard pre objavljivanja bilo kakvih marketinških ili komunikacionih materijala povezanih sa Programom.

Izdavaoci bi trebalo da upute korisnike Kartica koji učestvuju u ovom Programu na ove Uslove, pre bilo kakve kupovine.

Banke su dužne da odgovarajuće zaštitne znakove (® i ™) koriste za Kompaniju Mastercard i za nazive Kartica. Svi marketinški materijali koji promovišu Program moraju imati Mastercard logo. Kompanija Mastercard zadržava pravo da u bilo kom trenutku povuče mogućnost korišćenja Programa od Izdavaoca (i korisnika njihovih kartica) koji ne ispune u potpunosti zahteve Kompanije Mastercard a koji se tiču komunikacije sa korisnicima kartica, sadržaja marketinškog materijala i brendiranja.

Mastercard Bylaws and Rules (the "Rules")

- The Rules which the Issuers have previously acknowledged and that apply to Mastercard Company's card products, shall also apply to the delivery of the Program. The provision of the Program shall be deemed as an Activity by each Issuer under the Rules. The Rules may be found in Mastercard Rules manual available on the "Publications" site on Mastercard Connect.

If any Issuer does not agree to the application of the Rules to the provision of the Program to themselves (or the important disclaimer that follows), they shall immediately refrain from enabling and/or communicating the Program to their cardholders, and notify Mastercard Company immediately of their decision. Issuer's continued participation of the Program (whether by issuers or cardholders) shall be deemed continued acceptance of the application of the Rules to Program and the disclaimer below.

The Issuers agree to take full legal responsibility for the provision of the Program to their cardholders, including:

- (a) obtaining (and complying with) any necessary licenses, consents or other regulatory approvals required for the provision of the Program;
- (b) entering into appropriate terms and conditions of use with their cardholders, including obtaining any necessary consents of the cardholders;
- (c) any other tax, legal or regulatory requirements which may be necessary for issuers to comply (including the enablement of the Program to cardholders and the marketing and promotion of the Cashback to cardholders) and
- (d) any other activity needed for the full realization of the Program.

Izdavaoci moraju pružiti podršku svojim korisnicima u pogledu upita u vezi sa Programom.

Mastercard Pravila ("Pravila") - Pravila koja su Izdavaoci prethodno prihvatili i koja se primenjuju na kartice Kompanije Mastercard, takođe se primenjuju na ovaj Program. Odredbe Programa svaki Izdavalac će tumačiti kao Aktivnost prema Pravilima. Pravila se mogu naći u Priručniku za Mastercard Pravila dostupnom na sajtu "Publikacije" na Mastercard Connect-u.

Ako se bilo koji Izdavalac ne slaže sa primenom Pravila na njih radi implementacije Programa (ili važne izjave o odricanju odgovornosti koja sledi), oni će se odmah uzdržati od omogućavanja i/ili komunikacije u vezi sa Programom korisnicima njihovih kartica i odmah će obavestiti Kompaniju Mastercard o svojoj odluci. Neprekidno učešće Izdavaoca u Programu (bilo izdavaoca ili korisnika kartica) smatraće se kontinuiranim prihvatanjem primene Pravila na Program kao i izjave o odricanju odgovornosti u nastavku.

Izdavaoci su saglasni da preuzmu punu pravnu odgovornost za realizaciju Programa prema korisnicima njihovih kartica, uključujući:

- (a) pribavljanje svih potrebnih licenci, saglasnosti ili drugih regulatornih odobrenja potrebnih za pružanje Programa, kao i postupanje sa takvim odobrenjima;
- (b) sklapanje odgovarajućih odredbi i uslova korišćenja sa korisnicima njihovih kartica, uključujući dobijanje svih potrebnih saglasnosti korisnika kartica;
- (c) sve druge poreske, zakonske ili regulatorne zahteve koji mogu biti potrebni Izdavaocima da ispune (uključujući omogućavanje Programa korisnicima kartica i marketing i promociju Keš-beka korisnicima a kartica) i

Mastercard Company accepts no liability (to issuers or their cardholders) for any failure by Issuers participated in the Program to comply in full with any of the above.

7. Suspension of rights to earn cashback – In certain circumstances, Cardholders may lose the rights to earn cashback.

Mastercard Company may immediately cancel any cashback earned by Cardholder (except for the cashback already paid) and/or suspend Cardholder right to subsequently earn cashback, if one of the following occurs:

- Cardholders are in breach of the provisions of the Agreement with its Issuer;
- eligible purchase reversal;
- Cardholders are in breach of any provisions of these Terms.

The duration and terms and conditions of suspension shall be determined by Mastercard Company. In case of Cardholders request, Issuer shall notify Cardholder of cancellation of cashback or suspension of the right to earn the cashback.

8. Termination of participation – The Issuers and the cardholders reserve their right to opt out from this Program at any point. In such event, the Issuer should contact its Mastercard account manager for any Issuer's and cardholder's specific opt-out request. Opt-out request may take up to 15 business days to process after the request has been received by Mastercard Company.

Closing of Account or Card will be regarded as Cardholder desire to terminate the participation in the Program. At any time during the term of the Program, Mastercard Company is entitled to terminate participation of the Cardholder in the Program. In addition, Mastercard

- (d) bilo koje druge aktivnosti potrebne za potpunu realizaciju Programa.

Kompanija Mastercard ne preuzima nikakvu odgovornost (prema Izdavaocima ili korisnicima njihovih kartica) za bilo koji propust Izdavaoca koji su učestvovali u Programu a nisu se u potpunosti pridržavali bilo čega od gore navedenog.

7. Ukidanje prava na Keš – bek - U određenim okolnostima korisnici Kartice mogu izgubiti svoja prava na povraćaj novca.

Kompanija Mastercard može odmah otkazati bilo koji povraćaj novca na koji je korisnik Kartice stekao pravo (osim već uplaćenog Keš-beka) i/ili ukinuti pravo korisnika Kartice da naknadno stekne pravo na povraćaj novca, ako nastupi jedno od sledećeg:

- korisnici Kartice krše odredbe Ugovora sa svojim Izdavaocem;
- dođe do storniranja kupovine na osnovu koje se ostvaruje Keš-bek;
- korisnici Kartice krše bilo koje odredbe ovih Uslova.

Trajanje, odredbe i uslove suspenzije određiće Kompanija Mastercard. Na zahtev korisnika Kartice, Izdavalac će ga/nju obavestiti o otkazivanju povraćaja novca ili o suspenziji prava na povraćaj novca.

8. Prestanak učešća - Izdavaoci i korisnici kartica zadržavaju pravo da u bilo kom trenutku istupe iz učešća u Programu. U tom slučaju, Izdavalac treba da kontaktira svog Mastercard menadžera za kupce za bilo koji zahtev Izdavaoca ili korisnika kartice za istupanje. Obrada zahteva za istupanje može potrajati do 15 radnih dana nakon što Kompanija Mastercard primi zahtev.

Gašenje računa ili Kartice smatraće se željom korisnika Kartice da prekine svoje učešće u Programu. U bilo koje vreme tokom trajanja Programa, Kompanija Mastercard ima pravo da prekine učešće korisnika Kartice u Programu. -Dodatno, Kompanija Mastercard učešće u Programu

Company may terminate Cardholders participation in the Program only on a solid ground of which Issuer shall notify Cardholder in a termination notice.

Without limitation to the following reasons, the solid grounds to terminate Cardholder participation in the Program shall be deemed:

- a) Account or Card of Cardholder is closed;
- b) Mastercard Company suspects fraudulent behavior by Cardholder or perceive elements of abuse of the Terms. Abuse of the Terms is understood as unfair acts that contradicts the Terms and are aimed at accumulating cashback without actually making Program-Compliant Purchases, specifically including but not limited to, repeatedly making a refund of the purchase for which cashback is already earned;
- c) Cardholders are in breach of any of the Terms or the Agreement;
- d) in the event of Cardholder death; or
- e) termination of the agreement entered into by and between Mastercard Company and the Issuer in respect of the Program;
- f) request to terminate participation of the Cardholder in the Program was received from its Issuer.

9. Program Funding – Cashback funding is limited by the Program.

10. Amendments and termination – Mastercard Company may make any amendments to these Terms at any time. Such amendments shall be posted on the Website. The amendments shall come into effect immediately after posting the relevant information on the Website, unless specified differently on the Website.

If Cardholders do not deny such amendments in writing, it means that Cardholders have agreed with the amended Terms. The express denial to accept the amendments to the Terms should be submitted to the Issuer which

može prekinuti samo na čvrstim osnovama o kojima će korisnike Kartica obavestiti Izdavalac putem obaveštenja o prestanku učešća.

Ne ograničavajući se na sledeće razloge, čvrstim osnovama za prestanak učešća korisnika Kartice u Programu će se smatrati:

- a) Račun ili Kartica korisnika Kartice su ugašeni;
- b) Kompanija Mastercard sumnja na prevarno postupanje od strane korisnika Kartice ili na elemente zloupotrebe Uslova. Zloupotreba Uslova shvata se kao nepravedna postupanja koja protivreče Uslovima i koja su usmerena na akumuliranje Keš-beka bez stvarnog obavljanja Kupovina, posebno uključujući, ali ne ograničavajući se na, učestalo zahtevanje povraćaja sredstava za Kupovinu za koju je povraćaj novca već ostvaren;
- c) korisnici Kartice krše bilo koju odredbu ovih Uslova ili Ugovora;
- d) u slučaju smrti korisnika Kartice; ili
- e) raskid ugovora koji su zaključili Kompanija Mastercard i Izdavalac u vezi sa Programom;
- f) od Izdavaoca korisnika Kartice je primljen zahtev za prestanak učešća korisnika Kartice u Programu.

9. Finansiranje Programa – Finansiranje Keš-bek-a je ograničen Programom.

10. Izmene, dopune i prekid – Kompanija Mastercard može izvršiti bilo kakve izmene i dopune ovih Uslova u bilo kom trenutku. Takve izmene biće objavljene na Veb-sajtu. Izmene će stupiti na snagu odmah nakon njihovog objavljivanja na Veb-sajtu osim ako na Veb-sajtu nije drugačije naznačeno.

Ako pismenim putem ne bude odbijena primena izmena, smatraće se da su se korisnici Kartica složili sa izmenjenim Uslovima. Izričito odbijanje korisnika Kartica da prihvati izmene Uslova predaje se Izdavaocu koji isto prosleđuje na izjašnjenje Kompaniji Mastercard. Odbijanje korisnika Kartica se smatra prestankom učešća u

will forward it to Mastercard Company. Cardholders denial means termination of participation in the Program upon the expiry of 15 (fifteen) days upon the date on which Mastercard Company receives Cardholder denial in writing.

Mastercard reserves the right to terminate the Program if circumstances occur that Mastercard 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 from 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.

- 11. Data protection** – By accepting these Terms, a participating Issuer agrees that it acts as a data controller and engages Mastercard Company, as a data processor, for the purposes of the Program and be bound by the data protection terms in Mastercard Rules. The participating Issuer instructs Mastercard Company to process personal data for the purpose of the Program. Mastercard Company shall act as a data processor in accordance with the received instructions and in compliance with applicable laws. Mastercard Company processes the personal data of cardholders, on behalf of the participating Issuer, in order for the Issuer to enable cardholders to participate in the Program. For the avoidance of doubt, Mastercard Company and the Issuer do not create a joint controllership. The Issuers will comply with all data controller obligations defined under Serbian Data Protection Act and under Mastercard Rules. For the purposes of the Program, Mastercard Company shall process the PAN number as a personal data, in order to determine the number of transactions which were made by the respective Card, for the purposes of the realization of the Program.

By way of enrolling to the Program Cardholders acknowledges that to the extent required for your participation in

Programu po isteku 15 (petnaest) dana od datuma kada Kompanija Mastercard primi izjašnjenje korisnika Kartice u pisanom obliku.

Kompanija Mastercard zadržava pravo da prekine Program ukoliko nastupe okolnosti za koje Kompanija Mastercard nije mogla znati da će nastupiti ili ih nije mogla predvideti, sprečiti, niti otkloniti, kao što su primera 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.

- 11. Zaštita podataka o ličnosti** – Prihvatanjem ovih Uslova, Izdavalac koji učestvuje slaže se da za potrebe Programa postupa kao rukovalac ličnih podataka, i angažuje Kompaniju Mastercard kao obrađivača, u svrhu realizacija Programa i obavezan je uslovima zaštite podataka sadržanim u Mastercard Pravilima. Izdavalac koji učestvuje daje uputstva za obradu ličnih podataka Kompaniji Mastercard za potrebe realizacije Programa., . Kompanija Mastercard će postupati kao obrađivač u skladu sa dobijenim uputstvima i u skladu sa važećim zakonima. Kompanija Mastercard obrađuje lične podatke korisnika kartica, za račun Izdavaoca koji učestvuje, kako bi Izdavalac omogućio korisnicima Kartica da učestvuju u Programu. Da bi se otklonile bilo kakve sumnje, Kompanija Mastercard i Izdavaoci ne predstavljaju zajedničke rukovaoce. Izdavaoci će poštovati sve obaveze rukovaoce koje su definisane domaćim Zakonom o zaštiti podataka o ličnosti i Mastercard Pravilima. Kompanija Mastercard će obrađivati lični podatak - PAN broj, na osnovu kog se utvrđuje broj izvršenih transakcija istom Karticom, a za svrhe realizacije Programa.

Korisnik Kartice registracijom potvrđuju da je u meri koja je potrebna za učešće u

the Program:

- a) Issuer is authorized to assign processing of the PAN number as a personal data to Mastercard Company, as a data processor, in order to determine the number of transactions which were made by the Card that contains the respective PAN number;
- b) Mastercard Company and Issuer are authorized to exchange such information with each other and all other persons involved in rendering the services under the Program, whose mutual relations are regulated by contract.

12. Bank secrecy – By accepting these Terms, Cardholders acknowledges that their Issuer is authorized to transfer to Mastercard Company (and all other persons involved in rendering the services under the Program), any data related to their payments (transactions) that is subject to bank secrecy to the extent required for your participation in the Program. In addition, Cardholder shall grant the powers to Mastercard Company and all other persons involved in rendering the services under the Program, such as to the merchants to process these data to the extent required for your participation in the Program.

13. Liability – Subject to the provisions of applicable legislation and to the maximum extent permitted under applicable laws, by way of enrolling to the Program, it is considered that Cardholders accept these Terms and that they are completely familiar with them and agree that Mastercard Company shall bear no liability for the losses incurred by you due to participation in the Program, except for the losses or damages arising solely due to willful misconduct or gross negligence of Mastercard Company. Also, it will be considered that Cardholders are familiar with the processing of their personal data, for the purposes of the realization of the Program. Cardholders should have in mind

Programu:

- a) Izdavalac ovlašten da ustupi obradu PAN broja Kompaniji Mastercard, kao obrađivaču, radi utvrđivanja broja izvršenih transakcija Karticom koja sadrži konkretan PAN broj;
- b) Kompanija Mastercard i Izdavalac su ovlašteni da razmenjuju takve podatke jedni sa drugima i svim ostalim licima uključenim u pružanje usluga u okviru Programa, a koji su svoje odnose regulisali ugovorom.

12. Bankarska tajna - Prihvatanjem ovih Uslova, korisnici Kartice prihvataju da je njihov Izdavalac ovlašten da na Kompaniju Mastercard (i sva druga lica koja su uključena u pružanje usluga u okviru Programa) prenese bilo koje podatke koji se odnose na njihove uplate (transakcije) korisnika Kartice, koje su predmet bankarske tajne, u onoj meri u kojoj je potrebno za učešće u Programu. Istovremeno, korisnik Kartice daje ovlašćenja Kompaniji Mastercard i svim ostalim licima uključenim u pružanje usluga u okviru Programa, kao što su trgovci, da obrađuju ove podatke u meri koja je potrebna za učešće u Programu.

13. Odgovornost - U skladu sa odredbama važećeg zakonodavstva i u maksimalno dozvoljenoj meri prema važećim zakonima, registracijom korisnika Kartice, smatra se da prihvataju ove Uslove i da su upoznati sa njima i saglasni da Kompanija Mastercard ne snosi odgovornost za gubitke ili štetu koju pretrpe kao posledicu učešća u Programu, osim za gubitke ili štetu koja je nastala isključivo zbog namernog protivpravnog ponašanja ili krajnje nepažnje Kompanije Mastercard. Takođe, smatra se da su korisnici Kartice upoznati sa obradom njihovih ličnih podataka, za svrhe ostvarivanja Programa. Molimo da korisnici Kartice imaju u vidu da bez obrade ličnog podatka (PAN broj) Kompanija Mastercard

that without processing personal data (PAN number) Mastercard Company will not be able to allow them to participate in the Program. The basis of processing is the fulfillment of contractual obligations arising from participation of the Cardholders in the Program.

14. **Claims** – In the event of making any claims Cardholders should contact their Issuer under the terms of the Agreement.
15. **Assignment** – Mastercard Company may assign any and all rights and obligations under these Terms to any person at any time. By agreeing to these Terms, Cardholders give their unconditional consent with such assignment.
16. **Severability of provisions** – If any provision of these Terms or any portion thereof is held illegal, invalid or unenforceable, then such provision shall be severed from these Terms and shall not affect the legal force and enforceability of any other provisions. These Terms shall supersede all prior agreements, announcements and representations in respect of the Program. If any details of the Program contradict or contravene these Terms, then the Terms shall prevail, unless stated otherwise. Failure of Mastercard Company to exercise any of its rights in accordance with these Terms shall not operate as its waiver from such rights.
17. **Applicable law and language** – these Terms are made in English and Serbian and governed by the laws of the Republic of Serbia. In case of any discrepancies or inconsistencies, the version of the Terms in Serbian shall prevail.

neće moći da im omogući da učestvuju u Programu. Osnov obrade jeste ispunjenje ugovornih obaveza koje su nastale učestvovanjem korisnika Kartica u Programu.

14. **Tužba** - U slučaju podnošenja tužbe, korisnici Kartica treba da kontaktiraju svog Izdavaoca u skladu sa odredbama Ugovora.
15. **Ustupanje** – Kompanija Mastercard može ustupiti neko ili sva prava i obaveze iz ovih Uslova bilo kom licu u bilo koje vreme. Pristajući na ove Uslove, korisnici Kartice daje svoj bezuslovni pristanak sa takvim ustupanjem.
16. **Razdvojnost odredbi** - Ako se bilo koja odredba ovih Uslova ili bilo koji njihov deo smatra nezakonitim, nevažećim ili neizvršivim, tada će se takva odredba odvojiti od ovih Uslova i neće uticati na pravnu snagu i izvršnost bilo kojih drugih odredbi. Ovi Uslovi će zameniti sve prethodne sporazume, objave i prezentacije u vezi sa Programom. Ako su neki detalji Programa u suprotnosti sa ovim Uslovima, tada će Uslovi imati prednost, osim ako nije drugačije naznačeno. Neuspeh Kompanije Mastercard da ostvari bilo koje svoje pravo u skladu sa ovim Uslovima neće predstavljati odricanje od tih prava.
17. **Merodavno pravo i jezik** - ovi Uslovi su napisani na engleskom i srpskom jeziku i na njih se primenjuje pravo Republike Srbije. U slučaju bilo kakvih odstupanja ili nedoslednosti, verzija Uslova na srpskom jeziku će imati prednost.