

Terms and conditions for the Visa cross border promotion (the "Promotion") in Namibia

1. Please read the below Terms and Conditions carefully. By participating in this Promotion, you agree to comply with the Terms and Conditions set out below. If you do not agree with these Terms and Conditions, please do not participate in this Promotion.

The Visa Promotion ("**Promotion**") is presented by Visa International Service Association with registration number 802339 and/or its agency/s. All Participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

- 1.1. This Promotion will run from 19 August 2024 to 11 October 2024 at 23h59 ("the **Promotion Period**") and is open to all eligible Namibia based residents who are eligible Visa cardholders in Namibia and are 18 years or older;
- 1.2. Competition winners must hold a valid Namibian passport (with no less than 6 months until expiry date);
- 1.3. Competition winners must be eligible to travel internationally;
- 1.4. Competition winners must be fully vaccinated; and
- 1.5. Competition winners must be willing to share contact details and a copy of their passport details to Visa for travel requirements.
- 2. Participants who use their Visa cards during the Promotional Period, will automatically be entered into the Promotion when they pay with their Visa card and where they make 6 or more international/cross-border payments (physical payments or e-commerce).
 - Mechanics of the promotion:

Pay with your Visa card when making 6 or more international payments to stand a chance to win A trip for two to a chosen destination.

- 3. Participation in this Promotion is free with no promotional costs incurred.
- 4. Eligible Participants will stand a chance of winning the following prizes:
 - Prize 1: Sponsored trip to a chosen destination
 - Flights from Windhoek to destination (Dubai, London or Paris) are valued at approximately \$1,000 per person.
 - Each package is valued at \$2,500
 - The package for two (2) includes:
 - 5 nights' hotel accommodation
 - Daily breakfast
 - Transportation to all activities and destination around town
 - \$500 pocket money for spending per person
 - Airport Lounge
 - Luggage bag
 - Power Bank
 - Toiletry Bag
 - Headphones
 - Travel neck pillow
 - The package excludes:
 - Any meal, event and/or activity outside of the scheduled program itinerary
 - Hotel incidentals (e.g., phone, mini-bar, laundry, etc.)
 - Any applicable taxes

5. The participating banks for this Promotion are: FNB Namibia, Bank Windhoek, Nedbank and Banc BiC.



7. The winners will be selected by a random draw. The process of identifying the winners includes gathering all transaction files from the Visa database which met the eligibility criteria. The following Promotion mechanics shall apply:

- The transactions will be shared with Visa's agency partner to conduct a draw with a randomizer. Once the drawn masked primary account number (PAN) number is selected. Visa will notify the participating banks to identify the winner using the transaction files.
- The participating bank will identify the winner. Once done, the participating bank will contact the winner to notify them of their win and obtain consent to share the winner's name, surname, contact details and/or physical address with Visa and their agency partner to arrange the prize delivery and execution.
- The agency partner, Adforce Namibia's role will be to co-ordinate the draws (facilitated by an auditor) and deliver the prizes to the winners.

8. Prize/s:

- The main prize winners will be announced 1-2 weeks after the Promotion has been concluded.*
- The prize delivery can only commence once the winners have been identified and their consent has been received.
- The prize will be delivered to the winner upon completion of the winner's forms (transfer forms), which will be completed via email. Winners will have 48 hours to complete and email back the winner's form to Adforce Namibia, once they have received it via email. All prize delivery costs will be borne by Visa.
- All risk in and to the prize shall automatically pass onto the prize winner immediately upon signing of the transfer forms into the winner's name, where after the winner shall be solely liable (and responsible) for all kinds of risks associated with ownership of the prize, including (without limitation) the risk of loss and/or damage to the prize.
- The use and enjoyment of the prize post transfer to the winner shall be done at the winner's instance and peril. Visa shall not be liable for any damages and/or losses sustained (including death), whether due to negligence or howsoever else caused, post registration of transfer into the winner's names. The winner therefore fully indemnifies Visa against any costs and/or fees (including legal costs on an attorney and own client scale) which the winner may incur, because of such loss and/or damage.

Visa reserves the right at its discretion to conduct a redraw should it, for any reason whatsoever, and after three (3) attempts within 48 hours, prove futile to reach the initial winner on their telephone number or email address. In such circumstances, the entrants irrevocably waive their rights to the prize, should Visa fail to reach the winner in the circumstances contemplated herein

- 9. The judges' decision is final, and no correspondence will be entered.
- 10. Provided that you have provided your consent to do so (which consent you can withdraw at any time), Visa and Adforce Namibia may publish the winner(s) name(s) in any advertising, promotional material or digital media for this competition and any other future competitions/promotions. Furthermore, you will have no claim to any compensation or payment in respect of the use of your name and surname. You shall be entitled to withdraw your consent at any time in accordance with applicable privacy laws.
- 11. Entry is not open to (i) any director, member, partner, employee, agent of, consultant to, lessee of, sub-lessee of, (employee of such lessee/sub-lessee), or anyone associated with or affiliated to Visa.
- 12. Visa and/or Adforce Namibia shall appoint an internal or external auditor (as the case may be) for this competition. Visa and/or Adforce Namibia reserve the right to appoint external auditors in their sole discretion and for any reason whatsoever.
- 13. Entries, which are unclear, illegible and are submitted via an incorrect entry mechanism or contain errors or are from disqualified persons, will be declared invalid. Any technical failures that lead to any promotional competition entry being invalid or not received will not be for Visa and the participating bank's liability, and Visa and the participating bank will not be held responsible for technical errors.
- 14. All Participants and the winners, as the case may be, indemnify Visa and the participating bank, their advertising agencies, advisers, nominated agents, suppliers and its affiliates and/or associated companies against any and all claims of any nature whatsoever arising out of and/or from their participation in any way howsoever in this promotional competition (including, as a result of any act or omission, whether as a result of negligence, misrepresentation, misconduct or otherwise on the part of Visa and the participating bank and/or use of the Prizes).
- 15. For all queries in respect of this competition, please contact Visa at <u>www.visa.co.za</u>. The final terms and conditions will be updated on the website on approval from the Lotteries Board of Namibia



16. If required as a result of changes in legislation or if deemed necessary for any other reason, Visa reserves the right to terminate this competition, on receipt of consent from the Lotteries Board of Namibia. In the event of such termination, all Participants agree to waive any rights that they may have in terms of this competition and acknowledge that they will have no recourse against Visa and/or the Bank, their agents and/or promoters.