



## Terms and Conditions for the Visa Olympics Campaign (the “Promotion”) in Botswana

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 (“**Organizer**”). All Participants during the term of this Promotion agree to be bound by the following Terms and Conditions:

1. This Promotion will run from 14<sup>th</sup> March 2024 to 31<sup>st</sup> May 2024 at 23h59 (“the **Promotion Period**”) and is open to all eligible Botswana based residents who are VISA cardholders in Botswana and are 18 years or older.
2. Competition winners must hold a valid Botswana passport (with no less than 6 months until expiry date)
3. Competition winners must be eligible to travel internationally.
4. Competition winners must be fully vaccinated.
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 only, will automatically be entered into the Promotion when they **pay with their Visa card when making international payments.**

Pay with your Visa card 5 times or more when making international payments to stand a chance to win.

### **Mechanics:**

#### ➤ **Grand Prize:**

- Tap outside Botswana or pay with your Visa card when transacting or making online payments, 5 times or more and stand a chance to win 1 of 2 trips to watch The Olympic Games in Paris, France.
- The selected two winners will be staying in Paris, France for 3 days, which is scheduled for the 28th June 2024- 31st July 2024.
- These winners will be selected through a randomiser upon the participating banks giving us all the names of customers who entered the competition.

#### ➤ **Regular activation prizes:**

- Spend P300 or more on your VISA card and stand a chance to win up to P2,000 in cash prizes.
- This will happen every weekend at our activations which will be announced on the website: <https://africa.visa.com/support/consumer/travel-support.html>.



- These will start at 09:00 and end at 17:00 per location.
- Once you spend P300, customers will come forward with their receipts which will be entered onto our registration form with customer name and number.
- At the end of each activation, all the registered customers will be entered onto a randomizer and 1 winner will be selected per location.
- The winner will then be contacted and told they have won. We will then award them with their cash prizes.

**Participating eligible Participants will automatically stand a chance to win:**

- Flights from Gaborone to Paris, France (return trip) are valued at approximately P13,352.35 per person.
- Regular activation prizes valued at P2,000 per winner and a total of P10,000.00 across all locations.

**Package for two (2) includes:**

**Each package is valued at P95,353.35 (approximately, P47,676.18 per package)**

- 2 nights' hotel accommodations
- Airport transfers in Paris
- Daily breakfast
- Transportation to all activities and destination around town
- P20 000.00 per money pocket money for spending
- Visa Everywhere Lounge
- Visa Concierge is located at the hotel.

**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

**Merchandise Packages consist of:**

- White T-shirts
- Water bottles
- Bucket hats
- Keychain
- Tote Bag
- Umbrella
- AirPods

**Valued at = P248,976.00 after VAT**

3. Participation in this Promotion is free with no Promotional costs incurred.



4. Participants may enter as many times as they wish. Entry validation will be verified by accessing the participant's transaction information through the Visa database.
5. Participants stand a chance of winning:
  - 1 of 2 Visa travel packages to the 2024 Olympics in Paris
  - Visa Merchandise Hampers
  - Regular activation prizes
6. Once the eligible transactions are selected, the Bank will contact the winner to obtain consent to share the winner's name, surname, contact details and physical address with VISA and their agency partner for the prize to be couriered directly to the winner. The Dialogue's Role will be to coordinate the draws (facilitated by the auditor) and deliver the prizes to the winners.
  - The participating banks for this Promotion are First National Bank, First Capital Bank, Bank Gaborone, Stanbic Bank, Standard Chartered, Bank of Baroda, Access Bank, ABSA Botswana, Botswana Building Society and Botswana Savings Bank. VISA will provide the list of eligible customers who entered the competition with VISA.
  - VISA will then share the list of names of the customers who entered the competition with the agency, The Dialogue Group.
  - Once the agency has the list of names, agency will add all the names onto a randomizer called 'random picker' where it will draw the names and select two winners for the grand price of a trip to Paris, France.
  - With the randomizer, once we log onto the website, it will ask us to enter a list of all the names we received from the participating banks in total. From there, we will then choose the option that ensures no name is entered twice to allow for fair selection. Once that option is selected, the page will then take us to an option where it allows us to do a live draw. Once clicked on the 'live-draw' option, it will then randomize all entries and select the first winner and store it on their site.
  - We will then do a second draw to select the second winner. Once clicked on the 'live-draw' option, the randomizer will then run the second draw to select the second winner and once that second winner is selected, it will then store in on the site.
  - The First winner will not be included on the second draw as we had selected the option of not running the same entry again.
  - An auditor from Grant Thornton will be present as the agency inserts the names into the randomizer to ensure that all names received from the participating banks are indeed entered into the randomizer. Once all names are entered, the auditor will also be present during the draw to make sure it runs smoothly and fairly.
  - Once the winners have been selected, the agency will share the names with VISA and VISA will send the names to the bank. The Bank will communicate with the winner to The Dialogue Group will coordinate delivery of the prizes and plan the trip. The selected two winners will be staying in Paris, France for 3 days, which is scheduled for 28th June 2024-01<sup>st</sup> July 2024.
  - The promotion is to increase usage of VISA cards and transactions for VISA clients across commercial participating banks in Botswana.



- The main prize winners will be announced on 15<sup>th</sup> June 2024 at Avani in Gaborone, at 15:00. Members of the media will be invited to the announcement so they can leverage on the papers.

#### **Prize(s)**

- Winners will randomly be drawn from a pool of all valid entrants and shall be notified by telephone by the Bank to the phone number registered to the bank. When customers pay with their Visa card internationally (outside Botswana – online or in store) 5 times or more, they will be automatically drawn into the competition. Once they are entered, their entry validation will be verified by accessing the participants transaction information through the database. Once the competition ends, the participating banks will therefore share the list of all the participants who entered the draw with VISA.
- The winners for the travel will be selected through having the most frequent transaction collected from the participating banks and put into a randomizer to select the two winners for the grand prize.
- The travel give-away is scheduled for the 15<sup>th</sup> June – 15:00-17:00 Gaborone Avani.
- The prize will be delivered to the winner upon completion of the winner's forms, which will be completed via email, text message, WhatsApp, phone call. Winners will have 72 hours to complete and send back the winner's form, once they have received it. 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 transfer form of the Visa travel package or VISA Hamper 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. In such circumstances, the entrants irrevocably waive their rights to the prize, should VISA fail to reach the Winner in the circumstances contemplated herein.

7. The judges' decision is final, and no correspondence will be entered.

8. Provided that you have provided your consent to do so (which consent you can withdraw at any time), Visa and the participating banks in Botswana 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.



9. 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.

10. Visa and/or Visa's agency partner shall appoint an internal or external auditor (as the case may be) for this competition. Visa and/or Visa's agency partner reserve the right to appoint external auditors in their sole discretion and for any reason whatsoever.

Auditing will be conducted at the following office: ENGAGE GRANT THORNTON

11. 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.

12. 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).

13. For all queries in respect of this competition, please contact Visa at [www.visa.co.za](http://www.visa.co.za). The final terms and conditions will be updated on the website on approval from the Gambling Authority.

14. 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 Gambling Authority. 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.

#### **Data Privacy Terms and Clauses**

##### **1. Confidentiality Agreement:**

As part of our commitment to maintaining the confidentiality and security of your information, The Dialogue Group agrees to treat all data shared by MMS Communications (and/on behalf of VISA) as confidential and shall only use it for the explicit purposes outlined within the scope of the campaign. This data may include, but not limited to:

- Personal data, including but not limited to campaign participant names, account numbers, contact details, and any other relevant information etc.

##### **2. Data Handling and Storage:**

- a. All data provided by MMS Communications (and/on behalf of VISA) shall be securely stored and accessed only by authorized personnel directly involved in the campaign.
- b. Data shall be stored in encrypted electronic format on secure servers with restricted access. Physical documents shall be stored in locked filing cabinets in a secure office environment.
- c. Access to confidential data shall be limited to personnel who have undergone all internal training and inductions in data handling procedures and have signed confidentiality and non-disclosure agreements.

3. Data Usage Restrictions:

- a. Confidential data provided by MMS Communications (and/on behalf of VISA) shall only be used for the purpose of executing and evaluating the campaign activities.
- b. Data shall not be shared, sold, or disclosed to any third parties without the explicit consent of MMS Communications (and/on behalf of VISA)], except as required by law or regulatory authorities.

4. Data Destruction and Retention:

- a. Upon completion of the campaign or termination of our engagement with MMS Communications (and/on behalf of VISA), all confidential data shall be promptly destroyed or securely deleted from our systems.
- b. Any physical documents containing confidential information shall be shredded and disposed of in accordance with applicable data protection regulations.
- c. A record of the destruction or deletion of data shall be maintained for audit and compliance purposes.

5. Data Breach Notification:

In the event of a data breach or unauthorized access to confidential information, The Dialogue Group shall promptly notify MMS Communications (and/on behalf of VISA) and take immediate steps to mitigate any potential harm or risk to data subjects.

6. Compliance with Data Protection Laws:

The Dialogue Group agrees to comply with all applicable data protection laws, regulations, and industry standards governing the handling, storage, and processing of personal and confidential information.

7. Indemnification:

The Dialogue Group shall indemnify and hold harmless MMS Communications (and/on behalf of VISA) from any claims, damages, or losses arising from a breach of these data privacy terms and clauses.

8. Governing Law and Jurisdiction:



These data privacy terms and clauses shall be governed by and construed in accordance with the laws of Botswana, and any disputes arising out of or in connection with these terms shall be subject to the exclusive jurisdiction of the courts of Botswana.

9. Acceptance and Agreement:

By engaging The Dialogue Group for the campaign, MMS Communications (and/on behalf of VISA) agrees to these data privacy terms and clauses and acknowledges its understanding of and compliance with the obligations outlined herein.