

Stupa na snagu 01/10/2024

Valid from 01/10/2024

Mastercard Pay & Get Rewards Program in Republic of Serbia**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 Republic of Serbia.

Due to the fact Mastercard Company does not perform business activities in the territory of Republic of Serbia, the Issuer (as defined in Section 2) of Mastercard debit or credit card is responsible for the realization of the Program in the territory of Republic of Serbia and therefore has an obligation under the Law on Trade ("Official Gazette RS" no. 52/2019) to announce the sales incentives offer.

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

The Program takes place each Tuesday in the month, namely on Tuesday from 00:00 to 23:59 in each month, starting on 1 October 2024 and ending on 10 December 2024 (the "**Program Duration**").

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

The Rules will be published on the Website (as defined below), as well as on the websites of the Issuers, in a form of their choosing.

- 2. Definitions** – In these Rules:

Mastercard Pay & Get Rewards Program u Republici Srbiji**Pravila kampanje Programa („Pravila“) za izdavaoce koji učestvuju Programu**

- 1. Uvod** – MASTERCARD EUROPE SA, sa registrovanim sedištem 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**") Republici Srbiji.

S obzirom da Kompanija Mastercard ne obavlja privrednu delatnost na teritoriji Republike Srbije, Izdavalac (kako je definisan u tački 2) Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji Republike Srbije i stoga ima obavezu prema Zakonu o trgovini ("Službeni glasnik RS" br. 52/2019) da objavi ponudu za prodajne podsticaje.

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

Program se realizuje svakog utorka u mesecu, odnosno utorkom od 00:00 do 23:59 svakog meseca, u periodu koji počinje 1. oktobra 2024. godine i završava se 10. decembra 2024. godine („**Trajanje Programa**").

Program se organizuje na teritoriji Republike Srbije.

Pravila će biti objavljena na Veb sajtu (kako je dole definisan), kao i na internet stranicama Izdavalaca, u formi po njihovom izboru.

- 2. Definicije** – U ovim Pravilima:

“Account” means the account of the Card (as defined in this Section) (if any) opened in the name of the Cardholder (as defined in this Section).

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

“Card” means exclusively a valid Mastercard debit or credit 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/reloadable prepaid cards, Maestro or any commercial/business cards issued by a bank or other payment institution with the registered seat in the Republic of Serbia.

“Cashback” means cashback transaction which is available to the Participant under this Program.

“Domestic Merchant” means the retail merchants with the registered seat in Republic of Serbia, which have a signed agreement on processing card payments with a bank with registered seat in the Republic of Serbia and an appropriate license to process card payments.

“Eligible Purchase/s” means purchase/s of the appropriate total minimum value done in the Republic of Serbia with the Domestic Merchant using the Card through a Mobile Wallet in accordance with this Rules.

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

“Issuer” means the bank in the Republic of Serbia that issued the Card to the Cardholder and participates in the Program.

„Račun“ označava račun Kartice (kako je definisana u ovoj tački) (ako postoji) otvoren na ime Korisnika kartice (kako je definisan u ovoj tački).

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

„Kartica“ označava isključivo važeću Mastercard debitnu ili kreditnu karticu, izdatu na ime fizičkog lica, koja nosi brend Kompanije Mastercard i koju izdaje Izdavalac. Kartica ne označava pripejd (non-reloadable/reloadable) nedopunjive/dopunjive kartice, Maestro ili komercijalne/biznis kartice izdate od strane banke ili druge platne institucije sa sedištem u Republici Srbiji.

„Povraćaj novca“ označava ograničen broj povraćaja novca koji je dostupan Učesniku u okviru ovog Programa.

„Domaći trgovac“ označava trgovce na malo sa sedištem u Republici Srbiji, koji imaju potpisan ugovor o obradi kartičnog plaćanja sa bankom sa sedištem u Republici Srbiji i odgovarajuću licencu za obradu kartičnih plaćanja.

„Kvalifikovana/e kupovina/e“ označava kupovinu/e odgovarajuće ukupne minimalne vrednosti obavljenju/e u Republici Srbiji kod Domaćeg trgovca korišćenjem Kartice putem Mobilnog novčanika u skladu sa ovim Pravilima.

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

„Izdavalac“ označava banku u Republici Srbiji koja je Korisniku izdala Karticu i učestvuje u Programu.

“**Cardholder**” means a private individual, in whose name the Account (as defined in this Section) is opened by the Issuer.

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

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

“**Participant**” is the Cardholder of a Card issued by an Issuer who registers their Card in the Program on the Website and uses it as a payment method to make an Eligible Purchase(s) in accordance with the provisions of these Rules.

“**Program**” means the sales incentive titled “Mastercard Pay & Get Rewards” in the Republic of Serbia, which enables earning a limited number of Cashbacks from Eligible Purchases, under the terms defined by these Rules.

“**Website**” means the Mastercard’s Company internet page containing information on the Program and Card enrolment option available at the address <https://priceless.com/dan>.

3. **General Rules for the Program** - Cardholders can take advantage of the Program when making an Eligible Purchase during the period in which the Program is active and receive Cashback accordingly in accordance with these Rules.

Cardholders are entitled to Cashback on an Eligible Purchase made with the relevant and previously registered Card in accordance with the Cashback amount listed on the designated Website.

During the Program, the conditions for evaluating the Eligible Purchase(s), as well as

„**Korisnik kartice**“ označava fizičko lice na čije ime je otvoren Račun (kako je definisan u ovoj tački) od strane Izdavaoca.

„**Mobilni novčanik**“ označava aplikaciju Izdavaoca za mobilne uređaje koja, kada je povezana sa Karticom, može da se koristi za beskontaktna plaćanja na prodajnim mestima.

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

„**Učesnik**“ je Korisnik Kartice koju je izdao Izdavalac koji registruje svoju Karticu u Programu na Veb sajtu i koristi je kao način plaćanja da izvrši Kvalifikovanu/e kupovinu/e u skladu sa odredbama ovih Pravila.

„**Program**“ označava prodajni podsticaj pod nazivom „Mastercard Pay & Get Rewards“ u Republici Srbiji, koji omogućava ograničen broj Povraćaja novca na osnovu Kvalifikovanih kupovina, pod uslovima iz ovih Pravila.

„**Veb sajt**“ označava internet stranicu Kompanije Mastercard sa informacijama o Programu i opcijom za registraciju Kartice, koja je dostupna na adresi <https://priceless.com/dan>.

3. **Opšta pravila Programa** - Korisnici kartica mogu da iskoriste Program kada vrše Kvalifikovanu kupovinu tokom perioda u kojem program traje i dobiju Povraćaj novca u skladu sa ovim Pravilima.

Korisnici kartica imaju pravo na Povraćaj novca za Kvalifikovanu kupovinu izvršenu relevantnom i prethodno registrovanom Karticom u skladu sa iznosom Povraćaja novca koji je naveden na naznačenom Veb sajtu.

Tokom Programa, uslovi za ocenjivanje Kvalifikovane/ih kupovine/a, kao i definicija(e)

the definition(s) of promotional criteria, provision of prizes, etc. may change. The Participant can familiarize themselves at any time with the criteria on the Website.

Mastercard Company shall not be liable for any loss or damage arising from the interaction between the Cardholder and the Domestic Merchant with respect to Eligible Purchases.

Cashback settlement is performed by the Issuer through settlement processing of cashback transactions that are initiated after the Eligible Purchase is cleared.

Mastercard Company shall not be liable for any Issuer's fees and costs with respect to the Cashback and the Eligible Purchase as transaction types.

The Rules will be published on the Website, where they will be available throughout the Program period in a way that allows for their storage and reproduction.

By participating in the Program, Participants are bound by these Rules and agree to comply with the terms and conditions of the Program.

- 4. Duration of the Program** - The Program takes place from 00:00 to 23:59 on each Tuesday in every month starting on 01/10/2024 and ending on 10/12/2024.

Mastercard reserves the right to extend the period of the Program or terminate the Program early by amending these Rules, and the changes will come into force after they are published on the Website.

- 5. Right to Participate** - Cardholders may benefit from their participation in the Program only in accordance with these Rules and only with respect to active Cards. In the event that the Card is cancelled or blocked by the Issuer, or Cardholder's Account is closed, the benefits

promotivnih kriterijuma, obezbeđivanje nagrada, itd., mogu da se promene. Učesnik se u svakom trenutku može upoznati sa kriterijumima na Veb sajtu.

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

Isplatu Povraćaja novca vrši Izdavalac obradom plaćanja kešbek transakcija (povraćaj novca) iniciranih nakon obrade Kvalifikovane kupovine.

Kompanija Mastercard neće biti odgovorna za bilo kakve naknade i troškove Izdavaoca u vezi sa Povraćajem novca i Kvalifikovanom kupovinom kao vrstama transakcija.

Pravila će biti objavljena na Veb sajtu, gde će biti dostupna tokom perioda Programa na način koji omogućava njihovo čuvanje i reprodukciju.

Učešćem u Programu, Učesnici su u obavezi da poštuju ova Pravila i saglasni su da će se pridržavati uslova i odredaba programa.

- 4. Trajanje Programa** - Program je aktivan svakog utorka u svakom mesecu, od 00:00 do 23:59 i počinje 01.10.2024. godine, a završava se 10.12.2024. godine.

Mastercard zadržava pravo da produži period Programa ili da prekine Program prevremeno izmenom ovih Pravila, a promene će stupiti na snagu nakon što budu objavljene na Veb sajtu.

- 5. Pravo na učestvovanje** - Korisnici kartica mogu imati pogodnosti od svog učešća u Programu samo u skladu sa ovim Pravilima i samo ukoliko imaju aktivne Kartice. U slučaju da je Kartica otkazana ili blokirana od strane Izdavaoca, odnosno račun Korisnika kartice

granted to Cardholders as a result of their participation in this Program may also be terminated. Mastercard Company may cancel participation in the Program and refuse to provide Cashback that was due (except for Cashback that has already been paid to the Participant's Account) in the event that the Participant does not comply with these Rules.

Any natural person who has accepted these Rules and meets the additional conditions described below has the right to participate in the Program.

Participation in the Program is tied to making a purchase on each Tuesday of each month within the Program.

Mastercard Company has the right, at their discretion and without notice, to exclude a Participant from the Program if they do not meet the conditions for participation set forth in these Rules and/or violates any of the rules of the Program.

- 6. Program Mechanism** - Every Cardholder of a Card, as defined in item 2 of these Rules and who has made an Eligible Purchase within each Tuesday in each month within the Program, participates in the Program. Eligible Purchase must be made with the Card which was previously registered in the Program via priceless.com/link. The Cards which were not registered in the Program prior to the purchase cannot accrue the Cashback.

Subject to compliance with the conditions stipulated under previous paragraph, the Participant receives a Cashback within 15 calendar days of making one or more Eligible Purchases in the cumulative minimum amount of RSD 3000 /three thousand/. The refunded amount is in the amount of RSD 1000 /one thousand/, provided that the Cardholder may receive a maximum of five

zatvoren, pogodnosti dodeljene Korisnicima kartica kao rezultat njihovog učešća u ovom Programu takođe mogu biti prekinute. Kompanija Mastercard može da otkáže učešće u Programu i odbije da obezbedi Povraćaj novca koji je dospeo (osim za Povraćaj novca koji je već uplaćen na račun Učesnika) u slučaju da se Učesnik ne pridržava ovih Pravila.

Pravo učešća u Programu ima svako fizičko lice koje je prihvatilo ova Pravila i ispunjava dole opisane dodatne uslove.

Učešće u Programu je vezano za kupovinu svakog utorka u mesecu u okviru Programa.

Kompanija Mastercard ima pravo, po sopstvenom nahođenju i bez obaveštenja, da isključi Učesnika iz Programa ako ne ispunjava uslove za učešće navedene u ovim Pravilima i/ili ako prekrši bilo koje od pravila Programa.

- 6. Procedura učestvovanja u Programu** – U Programu učestvuje svaki Korisnik kartice koji upotrebljava Karticu, kako je definisano u tački 2. ovih Pravila, koji svakog utorka u svakom mesecu u okviru Programa izvrši Kvalifikovanu kupovinu. Kvalifikovana kupovina mora biti objavljena Karticom koja je prethodno registrovana u Programu putem priceless.com/link. Povraćaj novca se ne može ostvariti ukoliko je kupovina obavljena Karticom koja pre kupovine nije registrovana u Programu.

Pod pretpostavkom da su zadovoljeni uslovi iz prethodnog stava, Učesnik dobija Povraćaj novca u roku od 15 kalendarskih dana od izvršenja jedne ili više Kvalifikovanih kupovina u ukupnom minimalnom iznosu od RSD 3000 /tri hiljade/. Refundirani iznos je u iznosu od RSD 1000 /jedna hiljada/, s tim da Korisnik može ostvariti Povraćaj novca najviše pet puta

Cashbacks over the Program duration and no more than one cashback per Tuesday.

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

MCC	Description
4829	Quasi Cash - Money Transfer
6010	Financial Institutions-Manual Cash Disbursements
6011	Financial Institutions-Automated Cash Disbursements
6012	Quasi Cash - Financial Institution - Merchandise and Services
6050	Quasi Cash - Member Financial Institution
6051	MasterCard - Quasi Cash-Merchant
6529	Quasi Cash - Remote Stored Value Load
6530	Quasi Cash - Remote Stored Value Load
6531	Payment Service Provider
6532	Payment Transaction - Member
6533	Payment Transaction - Merchant
6534	Money Transfer - Customer Financial Institution
6535	Value Purchase - Member Financial Institution
6536	MoneySend - IntraCountry
6537	Moneysend - Intercountry
6538	Moneysend Funding
6540	POI (Point of Interaction) Funding Transactions (Excluding MoneySend)
7801	Internet gambling
7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off- Track Betting, and Wagers at Race Track
9754	Quasi Cash - Gambling-Horse Racing, Dog Racing, State Lotteries

- 7. Financing the Program** - Cashback funding is limited by the Program budget.
- 8. Privacy and Data Protection** - Mastercard Company will process Cardholder data for Program purposes as described in [Mastercard's Loyalty & Rewards Notice](#).

tokom trajanja Programa i najviše jednom svakog utorka.

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:

MCC	Opis
4829	Quasi Cash - Money Transfer
6010	Financial Institutions-Manual Cash Disbursements
6011	Financial Institutions-Automated Cash Disbursements
6012	Quasi Cash - Financial Institution - Merchandise and Services
6050	Quasi Cash - Member Financial Institution
6051	MasterCard - Quasi Cash-Merchant
6529	Quasi Cash - Remote Stored Value Load
6530	Quasi Cash - Remote Stored Value Load
6531	Payment Service Provider
6532	Payment Transaction - Member
6533	Payment Transaction - Merchant
6534	Money Transfer - Customer Financial Institution
6535	Value Purchase - Member Financial Institution
6536	MoneySend - IntraCountry
6537	Moneysend - Intercountry
6538	Moneysend Funding
6540	POI (Point of Interaction) Funding Transactions (Excluding MoneySend)
7801	Internet gambling
7995	Betting, including Lottery Tickets, Casino Gaming Chips, Off- Track Betting, and Wagers at Race Track
9754	Quasi Cash - Gambling-Horse Racing, Dog Racing, State Lotteries

- 7. Finansiranje Programa** - Povraćaj novca je ograničen budžetom Programa.
- 8. Privatnost i zaštita podataka** – Kompanija Mastercard će obrađivati podatke Korisnika kartice za potrebe Programa kao što je opisano u [Obaveštenju o lojalnosti i](#)

[nagradama Mastercard-a.](#)

- 9. Loss of rights to earn Cashback and cancellation of Cashback** – Under certain circumstances, the Cardholder may lose the rights to earn Cashback or suffer cancellation of Cashback.

Cardholder may lose the rights to earn Cashback or suffer immediate cancellation of Cashback, if one of the following occurs:

- Cardholder breaches the provisions of the Agreement with their Issuer;
- Eligible Purchase reversal;
- Cardholder breaches any provision of these Rules.

Issuer shall notify Cardholder of the loss of rights to earn Cashback or cancellation of Cashback.

- 10. Termination** – Mastercard Company 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 fulfilment 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.

Additionally, at any time during the Program, the Participant can terminate the participation in the Program, at no charge, by following the dedicated opt-out option available on the Website. From the moment of successful opt-out, Cashbacks will not be paid out for any purchases made after the opt-out and for those which had been made before the opt-out, but whose Cashbacks had not been sent yet.

- 9. Gubitak prava na Povraćaj novca i otkazivanje Povraćaja novca** – Pod određenim okolnostima, Korisnik kartice može izgubiti pravo na Povraćaj novca ili mu Povraćaj novca može biti otkazan.

Korisnik kartice gubi pravo na Povraćaj novca ili mu Povraćaj novca može biti odmah otkazan, ako nastupi nešto od sledećeg:

- Korisnik kartice prekrši odredbe Ugovora sa svojim Izdavaocem;
- Storniranje Kvalifikovane kupovine;
- Korisnik kartice prekrši bilo koju odredbu ovih Pravila.

Izdavalac će obavestiti Korisnika kartice o gubitku prava na Povraćaj novca ili otkazivanju Povraćaja novca.

- 10. 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 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.

Dodatno, u bilo kom trenutku tokom trajanja Programa, Učesnik može odjaviti učešće u Programu, bez troškova, i to prateći namensku opciju za odjavu dostupnu na Veb sajtu. Od momenta uspešne odjave, Povraćaj novca neće biti isplaćen za bilo koju kupovinu obavljenju nakon odjave, kao ni za one kupovine koje su obavljene pre odjavljivanja, a za koju Povraćaj novca još izvršen.

11. 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.

12. Applicable law and language – These Rules are drafted in English and Serbian languages and governed by the laws of Republic of Serbia. In case of any discrepancies or inconsistencies, the version of the Rules in English language shall prevail.

11. Odvojivost odredbi – Ako se bilo koja odredba ovih Pravila ili bilo koji njihov deo smatra nezakonitim, nevažećim ili neizvršivim, tada će se takva odredba odvojiti od ovih Pravila i neće uticati na pravnu snagu i izvršnost bilo kojih drugih odredbi. Ova Pravila će zameniti 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. Propuštanje Kompanije Mastercard da vrši bilo koje svoje pravo u skladu sa ovim Pravilima neće predstavljati odricanje od tih prava.

12. Merodavno pravo i jezik – Ova Pravila su napisana na engleskom i srpskom jeziku i regulisana su zakonima Republike Srbije. U slučaju bilo kakvih neslaganja ili nedoslednosti, verzija Pravila na engleskom jeziku će imati prednost.