

General Terms and Conditions for the „Shopaholic WANTED!“ Promotion

Definitions

“Promotion” - A promotional campaign that the Organizer sets up for the Promotion Period among its customers under the following General Terms and Conditions and which aims to promote the product and encourage new clients.

„Organizer” is the company iCard AD

“iCard virtual card” is a payment instrument, different from the plastic payment card, issued by iCard AD, related to the iCard digital wallet.

“Participant” is a client of the Organizer, who during the Promotion Period is a registered client from an EU or EEA Country and:

1. Is and continues to be a client, who is capable of using the iCard (the person has downloaded and activated the iCard application and has not request the closing of their account or has been blocked for any reason);
2. Has made at least one purchase worth EUR 5, respectively its equivalent in the other currencies supported by the iCard digital wallet, namely: BGN, USD, GBP, RON, HRK, CHF, using the iCard virtual card iCard;
3. Is not a member or shareholder or works under an employment relationship or on the basis of another contract with the Organizer or any Related Party within the meaning given in the LPOS, or is engaged in an activity related to the realization, provision and administration of the promotion. In the event of such incompatibility with this requirement, the Promoter shall cease such person's participation until the incompatibility of the Participant is proven non - existent.

“Promotion Period” means the time frame between 00:00 AM, on the 19.11.2018 until 23:59 PM, on the 26.11.2018, during which the Participants can participate in the Promotion, in accordance with the current General Terms and Conditions.

The current General Terms and Conditions dictate the manner in which the Promotion is conducted and govern the relationship between the Organizer and the Participants.

The General Terms and Conditions are prepared in accordance with the requirements of the Bulgarian legislation and are published on the Organizer's website.

By participating in the Promotion, the Participants are bound by the abovementioned Rules and agree to comply with the terms and conditions set forth below.

I. PROMOTION ORGANIZER

Art. 1. The Organizer of the promotional campaign is iCard AD, registered in the Commercial Register, with UIC 175325806, registered and head office: Bulgaria, Sofia District, Sofia Municipality, Lozenets Region, 1407, 76A James Bouchier Blvd., floor 8; e-mail: office@icard.com; website: www.icard.com

II. CONDITIONS FOR PARTICIPATION IN THE PROMOTION

Art. 2. Any person who meets the definition for a "Participant" and for whom there is no other legal restraints to participate, may take part in the Organizer's Promotion.

III. PROMOTION PERIOD

Art. 3. The period during which the Customer will benefit from the promotion starts at 00:00 AM on 19.11.2018 and will continue until 23:59 PM on 26.11.2018, inclusive. This is the last day that is binding for the Organizer and where Participants can benefit from the promotion.

IV. NATURE OF THE PROMOTION

Art. 4 (1) The Promotion represents the awarding of the three Participants, who have made the most amount of purchases worth at least EUR 5, respectively its equivalent in the other currencies, supported by the iCard digital wallet, namely: BGN, USD, GBP, RON, HRK, CHF, using the iCard virtual card during the Promotion Period.

(2) Each of the three Prizes will consist of the reimbursement, which shall be settled to the respective iCard Digital Wallet, of the value of the purchases, worth at least EUR 5, respectively its equivalent in other currencies, supported by the iCard digital wallet, namely BGN, USD, GBP, RON, HRK, CHF, via iCard virtual cards, during the Promotion Period, up to a limit of EUR 250 (two hundred and fifty), respectively its equivalent in all the currencies, supported by the iCard digital wallet.

(3) In the event that there are two or more Participants with the same number of purchases, a Winner among them shall be selected on a lottery basis using the <https://www.easypromosapp.com/>

(4) The winning Participants shall be decided on the 30th of November 2018 and shall be informed about their prize with an e-mail to their registered e-mail for iCard Digital Wallet and a phone-call. In order to receive the prize, the winning Participant must also successfully pass the video verification procedure as described in the GTCs for iCard.

(5) In case the winning Participant has declined to receive the prize, as well as in case the winning Participant does not provide the necessary cooperation, said winning Participant loses his/her right to receive the prize. In this case the next Participant, who is eligible, shall be picked.

(6) In case iCard cannot reach the winning Participant in 5 (five) work days' time, for reasons which are not under the control of iCard, the winning Participant loses his/her right to receive the prize. In this case the next Participant, who is eligible, shall be picked.

VI. PUBLICITY

Art. 6. The current General Terms and Conditions shall be made public and available throughout the Promotion Period on the Organizer's website at www.icard.com, where any interested person can get acquainted with them and ask questions.

VII. LOSS OF RIGHT TO PARTICIPATE IN THE PROMOTION

Art. 7. Any Participant who fails to meet any of the requirements, expressed in the definition of "Participant", shall lose the right to participate in this Promotion.

VII. PERSONAL DATA

Art. 8. The Organizer shall process the personal data in accordance with Regulation (EC) 2016/679 of the European Parliament and of the Council of 27 April 2016 ("General Data Protection Regulation"). Detailed information on the purposes and legal basis for the processing of personal data; the categories of recipients of personal data; the period for which the personal data shall be stored; the rights of data subjects in relation to the processing of their personal data by the Organizer as well as information on how they can be exercised; contact details of the Data Protection Officer, and any other information which is required to be provided in accordance with the General Data Protection Regulation to the data subjects is contained in the Privacy Policy available on icard.com.

In particular, in case a Participant has won and accepted his/her prize, iCard shall have a right to process some of the respective Participant's information, such as names, address, image or other personal data for the purposes of audio, video, text or other announcements, published on the internet or other media, for which the Participant shall not receive additional repayment.

The processing of this personal data shall be done in accordance with art. 2.4. of the Privacy Policy of iCard Digital Wallet and based on our legitimate interests.

IX. TERMINATION OF THE PROMOTION

Art. 9. (1) The Organizer has the irrevocable right to terminate the Promotion at any time, by declaring this in accordance with Section VI. Publicity, in the event of circumstances beyond his control which hinder the Promotion's further performance and cannot be eliminated by the Organizer.

2) The Organizer has the irrevocable right to terminate the Promotion at any time without notice to the Participants if he finds abuse or gross violation of the rules, in case of force majeure or for other objective reasons, including but not limited to material losses, an order of the competent state authorities for the suspension of the Promotion, and others. In the event of misuse, negligence, or violation of the Rules by a Participant, the Organizer has the right to disqualify him. Participants shall not be compensated in any form or value.

X. FINAL PROVISIONS

Art. 10. The Organizer reserves the right, at his sole discretion, to amend and supplement the terms and conditions of this Promotion, and any changes shall be made public and available to all participants and users in accordance with Section VI. Publicity.

Art. 11 Any change in the terms of the Promotional Period shall be duly published on the official website of iCard AD www.icard.com.

Art. 12. For the cases not settled by the current General Terms and Conditions the provisions of Bulgarian law shall apply. Any dispute, contradiction or claim arising out of or relating to the performance, interpretation, application or termination of the General Terms and Conditions shall be governed by the parties through mutual concessions. If the parties fail to settle their relations out of court, the relevant Bulgarian court is competent to resolve the dispute, in accordance with the Bulgarian legislation.