

Terms and conditions of the Visa Seasons Promotion in Bangladesh (Direct to Cardholders)

1. **Introduction:** This document outlines the terms and conditions ("**Terms**") of the Visa Worldwide Pte. Ltd.'s ("**Visa**") marketing campaign (the "**Campaign**" or "**Promotion**") to increase the usage of Visa Card payments (as defined below) across multiple Cardholders (as defined below). The Campaign is offered by Visa to all holders of a valid and current Visa consumer card ("**Promotion Card**", and holder of Promotion Card, "**Cardholder**", "**you**", "**your**") issued by a licensed issuer in Bangladesh ("**Issuer**"). Such Cardholders can participate in this Campaign only if they satisfy the **eligibility criteria** for the offer(s) running under this Campaign. Such Cardholders who can participate in the campaign offers will be called as **Eligible Cardholders** and such Promotion Cards are called **Eligible Cards**. For avoidance of doubt, no Visa commercial, business or forex card shall fall within the definition of Eligible Cards or be eligible for any benefits under the Campaign.
2. This Campaign is valid until stocks last.
3. This Campaign entails three distinct offer constructs, namely Activate & Win, Tap & Win and Spend & Win.
4. **Qualifying Cardholder:** An Eligible Cardholder who has performed the necessary number of **eligible transactions** and have also satisfied other **eligibility criteria** mentioned for such offer construct and hence qualified to avail the Campaign benefit ("**Voucher**")
5. **Eligible Transaction:** An Eligible Transaction is the type and nature of transaction that will be considered for determining the eligibility of a Cardholder to participate in the offer and also to determine their winner/qualifying status for said offer in conjunction with any other eligibility criteria mentioned below or each offer construct. Any product return, refund, or cancellation of the order made using an Eligible Transaction for any reason will disqualify such a Transaction's eligibility from the offer. If an order is partially cancelled or returned, the Cardholder will qualify for the Campaign only for the items that were not cancelled or returned, to the extent such transaction for the items not cancelled or returned continues to fulfil the conditions contemplated in these Terms.
6. **Campaign Period:** The Campaign will run from 21 February 2025 to 31 May 2025, inclusive of both dates. Visa reserves the right to modify this Campaign Period without any prior notification
7. **Eligibility Criteria:** To participate in this Promotion, you must / your Promotion Card must satisfy the eligibility criteria mentioned below for each of the three offers.

7.1 Overall eligibility Criteria for Activate & Win Offer:

- An Eligible Transaction for this offer is a VisaNet processed (i.e. Off-us transaction) domestic or cross-border card present or Card not present transaction or a cross-border ATM withdrawal transaction that is processed and settled successfully through Visa. For avoidance of doubt, a domestic ATM withdrawal transaction will not be considered for the purpose of this offer.
- In case if a transaction is a **Tap to Pay** (i.e. Contactless Transaction) Transaction done at any of the merchant Point-of-Sale inside or outside Bangladesh ("**Merchants**") during the Campaign Period, then "Tap to Pay Transactions" that are processed through VisaNet and the ones that are "on-us transactions" that have been staged on to VisaNet by the Issuer shall both be considered as Eligible Transaction
- Any Cardholder who has **NOT** done even a single Eligible Transaction during the time period 01/01/2024 till 15/02/2025 (including both days) will be considered to have satisfied the **eligibility criteria** and will be considered as **Eligible Cardholder** to participate in this offer. For avoidance of doubt, a Cardholder who has done at least one or more Eligible Transaction during the time period 01/01/2024 till 15/02/2025 (including both days) will be considered to have **NOT satisfied the eligibility criteria** and will be considered as **ineligible Cardholder to participate in this offer**.
- An Eligible Cardholder who does at least one eligible transaction with a minimum transaction value of BDT 500 or more (or equivalent value in other currencies) during the Promotion Period becomes a **Qualifying Cardholder** who can claim their **Voucher** as detailed below

7.2 Overall eligibility Criteria for Tap & Win Offer:

- An Eligible Transaction for this offer is a VisaNet processed (i.e. Off-us transaction) domestic or cross-border **Tap to Pay** Transaction done tapping the Promotion Card or Mobile at Merchant Point-of-Sale. Both "Tap to Pay Transactions" that are processed through VisaNet and the ones that are "on-us transactions" that have been staged on to VisaNet by the Issuer shall be considered as Eligible Transaction. For avoidance of doubt, any card not present transaction and ATM Withdrawal transaction shall not be considered for this offer.
- Any Cardholder will be considered as **Eligible Cardholder** to participate in this offer

- An Eligible Cardholder who does atleast fifteen (15) eligible transactions each with a minimum transaction value of BDT 500 or more (or equivalent value in other currencies) during the Promotion period becomes a **Qualifying Cardholder** who can claim their Voucher as detailed below

7.3 Overall eligibility Criteria for Spend & Win Offer:

- An Eligible Transaction for this offer is a VisaNet processed (i.e. Off-us transaction) domestic or cross-border card present or card not present transaction or a cross-border ATM withdrawal transaction that is processed and settled successfully through Visa. For avoidance of doubt, a domestic ATM withdrawal transaction will not be considered for the purpose of this offer.
 - In case if a transaction is a **Tap to Pay** (i.e. Contactless Transaction) Transaction done at any of the merchant Point-of-Sale inside or outside Bangladesh ("**Merchants**") during the Campaign Period, then "Tap to Pay Transactions" that are processed through VisaNet and the ones that are "on-us transactions" that have been staged on to VisaNet by the Issuer shall both be considered as Eligible Transaction
 - Any Promotion Cardholder with a Promotion Card that is issued by any of the licensed issuers of Eligible Cards ("Issuers") will be considered as **Eligible Cardholder** to participate in this offer
 - An Eligible Cardholder who does atleast twenty (20) eligible transactions each with a minimum transaction value of BDT 500 or more (or equivalent value in other currencies) during the Promotion period and the sum total of such eligible transactions is minimum, BDT 100,000 or more becomes a **Qualifying candidate** for this offer. Visa, with the support of the Issuers will identify the **Top 100 Spenders** from these Qualifying Candidates who becoming the Qualifying Cardholders that can claim their **Voucher** as detailed below
8. **Vouchers:** The Vouchers for the three different offers running under this Promotion are as follows:
- If you qualify for the Activate & Win offer, then, you can get a foodpanda (or an equivalent merchant) voucher worth 150 BDT
 - If you qualify for the Tap & Win offer, then, you can get a foodpanda (or an equivalent merchant) voucher worth 500 BDT
 - If you qualify for the Spend and Win offer i.e. one of the Top 100 Spenders, then, you can get a foodpanda ((or an equivalent merchant) voucher worth 15,000 BDT
 - Each date of last Eligible Transaction that makes the Cardholder eligible for the Voucher is called the "**Eligible Transaction Date**"
 - Each foodpanda (or equivalent merchant) Voucher mentioned above, will be referred as "**Voucher**"
 - The Cardholder notes that each Voucher for every individual offer can be earned only once during the Promotion Period on an Eligible Card
 - Vouchers are non-transferable, non-exchangeable, and non-refundable. No cash alternative or substitute to the Vouchers will be provided. The validity of the Voucher starts from the procurement of the code.
9. **Redemption of Vouchers:**
- More details about the Campaign are available at bd.visa.com/en_bd/pay-with-visa/festiveseason-offer.html
 - Qualifying Cardholders can claim their Voucher(s) by clicking on the above link, where they will have the option to "Claim" the Voucher. Accordingly, the Cardholder would be redirected to a landing page ("**Promotion Voucher Website**"), for entering the card number and other details such as a valid email ID to claim such applicable Voucher(s)
 - The Promotion Voucher Website will only be made available to the Qualifying Cardholders from 03 March 2025 onwards
 - The Voucher(s) for Activate & Win offer and Tap & Win offer can only be claimed after 20 days from the Eligible Transaction Date, however, no later than 20 July 2025.
 - The Voucher for Spend & Win offer will only be made available after 20 days of Promotion Period completion i.e. 20 June 2025. Qualifying Cardholders can land on the Promotion Voucher Website anytime between 20 June 2025 and 20 July 2025 (both days included) to claim the Voucher
 - The Voucher details will be available to the Qualifying Cardholder on the Website upon claiming of such Voucher. Additionally, Visa may deliver the Voucher details to the Qualifying Cardholder via Email.
 - Once claimed, Vouchers must be redeemed on foodpanda Bangladesh website or mobile application ("**Platform**") within 6 months, else the Voucher(s) will expire. Expired Vouchers cannot be replaced.
 - Visa, Issuers and Merchants will not be responsible for any delay, loss, or damage in the delivery of the Vouchers.
10. **General terms and conditions:** By participating in the Campaign, you agree to/that:

- abide by these Terms and the decision of Visa with respect to the Campaign
 - consent to the collection, use, and disclosure of your personal data by Visa for the purposes of the Campaign, including verification, notification, publicity, and marketing
 - release and indemnify Visa, Issuers and Merchants from any liability, claim, loss, damage, cost, or expense arising from or in connection with the Campaign or the Vouchers
 - understand that participation in the Campaign is voluntary and not binding in any manner
 - accept that Visa reserve the right to modify, suspend, cancel, or terminate the Campaign and these Terms or any part of it without prior notice or reason
 - accept that Visa has the sole and final discretion to determine the winners and the Vouchers, and that their decisions are final and binding
 - all taxes, fees, and surcharges on Vouchers are the sole responsibility of the Cardholder
 - Visa reserves the right to disqualify any participant who tampers with the entry process or submits an entry not in accordance with these Terms or in any manners subvert or tries to subvert the objective of this Campaign
 - In case of any conflict between the Terms and the FAQs (that may be provided with respect to this Campaign), the Terms shall prevail over the FAQs.
 - Visa is not responsible for any technical failures that may prevent an individual from participating in the Campaign
 - once awarded, the Voucher shall not be resold or commercially traded in any manner, directly or indirectly
 - comply with the terms and conditions applicable to the issue and use of the Vouchers as decided by foodpanda and as available to the Cardholder on their Platform or terms and conditions of such other applicable voucher provider
 - Visa may, in its sole discretion, provide an alternate voucher or such other benefit of equal amount.
 - nothing herein amounts to a commitment by Visa, Issuers or Merchants to conduct further similar or other Campaigns
 - this Campaign is void where prohibited by law
11. Limitations of Liability:
- Visa, Issuers and Merchants are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Campaign.
 - Visa, Issuers and Merchants assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.
 - Visa, Issuers and Merchants are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the internet or at any website or combination thereof, including injury or damage to participants or to any other person's computer related to or resulting from participating or downloading materials in the Campaign.
12. Personal Data: By participating in the Campaign, you agree to:
- Visa collecting and using your personal information and sharing it with third parties involved in the Campaign for the purpose of administering the Campaign, publicizing the Campaign, and other operational and promotional purposes that benefit Visa.
 - Visa using your personal data for future marketing activities unless you tell us otherwise.
13. Privacy Notice: For the purposes of data protection laws, you acknowledge that Visa is the data fiduciary in respect of any personal data that you voluntarily provide to Visa (including its vendors) connection with this Campaign. You acknowledge that Visa will process your personal data for the purposes described above. You understand that Visa will only retain your personal data for as long as required in connection with these purposes or any additional period required or permitted by law. Visa's Global Privacy Notice (available at <https://usa.visa.com/legal/global-privacy-notice.html>) contains additional information about Visa's use and storage of your personal data and your rights in relation to your personal data. In particular, you understand that you have the right to: ask for a copy of the information that Visa holds about you; ask Visa to update your personal data, if it is incorrect or incomplete; object to Visa's processing of your personal data; ask Visa to delete or restrict your personal data; and withdraw your consent for processing of your personal data at any time (but that this will not affect the lawfulness of processing based on consent before its withdrawal). These rights can be exercised by email at privacy@visa.com or by mail addressed to the Global Privacy Office, 71 Robinson Road #08-01, Singapore 068895. You understand that you have the right to file a complaint with Visa or with a supervisory authority if you believe that Visa has processed your personal data in violation of the applicable law.

14. Intellectual Property: By participating in the Campaign, you acknowledge that any intellectual property rights in the Campaign and any materials used in connection with the Campaign are owned by Visa, and you do not have any rights in such materials other than the right to use them in accordance with these Terms.
15. Governing Law:
 - These Terms are governed by the laws of Bangladesh and any dispute arising out of or in connection with them will be subject to the exclusive jurisdiction of the courts at Dhaka, Bangladesh
16. Entire Agreement:
 - These Terms constitute the entire agreement between each participant and Visa with respect to the Campaign and supersede all prior or other arrangements, understandings, negotiations, and discussions, whether oral or written.
 - No waiver of any of the provisions of these Terms shall be deemed or shall constitute a waiver of any other provisions.

Please read these Terms carefully. If you do not agree to these Terms, please do not participate in the Campaign. Participation in the Campaign signifies your agreement to these Terms. You will be prompted to accept the Terms on the Website.

For any queries or concerns, please reach out to the customer service team at Razorpay at visabd-offer@razorpay.com. Please note that Visa, Issuers and Merchants are not responsible for customer service related to this Campaign. For avoidance of doubt, the sole responsibility of the customer services shall be of Razorpay.

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