

**Digital Entertainment Money Back Benefit  
Terms and Conditions**

Capitalized terms used in these Terms are defined in Table 1 below, unless otherwise defined elsewhere.

Table 1

<b>Benefit</b>	means, as offered to Issuers, Visa's money back program for spends in digital entertainment categories where Holders of Qualified Products will receive a certain amount of credit on the Eligible Transactions.
<b>Eligible Transaction</b>	means a Card Not Present transaction made with a Qualified Product in one of the following MCCs: (i) MCC 4899 (CABLE, SAT, PAY TV/RADIO SVCS) and (ii) MCC 5968 (CONTINUITY/SUBSCRIPTION MERCHT), which transaction is (i) settled through VisaNet and/or Visa authorized domestic processor (where applicable) in accordance with the Visa Rules; or (ii) on-us transaction that is submitted to Visa via collection-only process in accordance with the Visa Rules.
<b>Holder</b>	means a person holding a Qualified Product.
<b>Issuer</b>	means a Member (as defined in Visa Rules) that issues the Qualified Products and participates in the Benefit program.
<b>MCC</b>	means Merchant Category Code.
<b>Qualified Products</b>	means Visa Products (as defined in Visa Rules) issued as 'Visa Signature' and 'Visa Infinite' in Visa's product hierarchy in the Territory.
<b>Terms</b>	means these Terms and Conditions, as may be amended by Visa from time to time.
<b>Territory</b>	means Algeria, Bahrain, Egypt, Iraq, Jordan, Saudi Arabia, Kuwait, Lebanon, Libya, Mauritania, Morocco, Oman, Pakistan, Palestinian Territories, Qatar, Tunisia, Sudan, such list subject to change by Visa at any time at its discretion with a notice to Issuers.
<b>Visa Rules</b>	means collectively, the Visa Charter Documents, the Visa Core Rules and Visa Product and Service Rules (as those are defined in the Visa Rules), and the Visa Documentation, all as may be amended from time to time.

1. General

1.1. These Terms shall govern the provision of the Benefit applicable to the Qualified Products. By issuing the Qualified Products in the Territory, Issuer agrees to and accepts these Terms. Visa reserves the right at all times to make any changes to the Benefit and/or these Terms, subject to notice to Issuer, and such changes will be incorporated with immediate effect unless stipulated otherwise in the respective notice.

1.2. Details of the Benefit not included herein may be contained in other Visa documentation, including but not limited to OCT Visa Direct Original Credit Transaction (OCT)—Global Implementation Guide (collectively, the "Visa Documentation").

2. Provision of Benefit

2.1 Benefit is provided by Visa for the Eligible Transactions in accordance with these Terms and the Visa Rules as may be amended from time to time.

2.2 The Benefit is provided "as is". Visa does not make or give, and expressly disclaims all warranties, representations or conditions, both express or implied, arising by legislation or otherwise in law, or from a course of dealing or usage of trade, including but not limited to, any implied warranty, representation or condition of merchantability, merchantable quality or fitness for any purpose, particular, specific or otherwise, or any warranty of title or non-infringement, for any of the products, processing, services, programs, specifications, standards, software, hardware or firmware created, supplied, required, licensed or approved by Visa that are necessary or utilized in the provision of the Benefit. To the extent permitted by law, Visa excludes all liability whether in contract, tort, statute or otherwise, arising from or in connection with Visa's provision of the Benefit.

2.3 For the avoidance of doubt, the provision of Benefit does not qualify as money transfer or remittance service, nor is Visa providing any services, goods or benefits to Holders directly.

### 3. Issuer Obligations

3.1 Issuer shall provide the Benefit to Holders in accordance with the Terms and shall ensure that Holders can avail from the Benefit in accordance with the Visa Rules and guidance provided by Visa from time to time.

3.2 Issuer acknowledges and agrees that Visa will identify and qualify the Eligible Transactions based on the data visible to it and Visa's ability to support the Benefit is based on visibility of Eligible Transactions.

3.3 In providing the Benefit, the Issuer must comply with all applicable laws, regulations and requirements of applicable authorities in the Territory, including, but not limited to, complying with applicable privacy/data protection and consent requirements in respect of the Holders.

3.4 Issuer acknowledges and agrees that Visa will not be responsible for anything relating to the redemption of Benefit by the Holders.

3.5 The Issuer agrees, at its own expense, to defend, protect, hold harmless and indemnify Visa and its affiliates, and any of their directors, officers, employees and agents and subcontractors (collectively, the "Visa Indemnified Parties"), from and against any action or threatened action, suit, claim, proceeding or regulatory action brought by a third party (and all related expenses, including reasonable attorneys' fees, judgments, fines, costs, amounts paid in settlement or any loss or damage relating thereto) (each, a "Claim") to the extent such Claim arises from (i) an allegation that any services or products of the Issuer infringes a copyright, patent, trade secret, or other intellectual property rights of a third party; and (ii) the Issuer's breach of these Terms.

3.6 Issuer is responsible for communicating details of Benefit to Holders (including but not limited to Qualified Products, Eligible Transactions, computation methodology/caps, currency of credit, exchange rate (if applicable) etc.).

### 4. Visa Obligations

4.1 Visa shall provide the Benefit to the Issuer in accordance with the Terms and the Visa Rules.

4.2 Visa may introduce improvements, changes or other modifications to (the Benefit, the Terms or the Visa Rules, or terminate the Benefit from time to time with a notice to Issuer.

4.3 Visa warrants and represents that:

(a) the Benefit will be provided with due care and skill, diligence and in a proper and workmanlike manner and by properly qualified and competent persons; and

(b) the Benefit will comply with and operate in accordance with these Terms and the Visa Rules.

4.4 VISA SHALL BE NOT LIABLE TO THE ISSUER FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THESE TERMS OR THE BENEFIT, OR ANY LOSS OF REVENUE, PROFITS OR BUSINESS, COSTS OF DELAY, COSTS OF LOST OR DAMAGED DATA OR DOCUMENTATION, OR THE ISSUER'S LIABILITIES TO THIRD PARTIES ARISING FROM ANY SOURCE; ALL WHETHER IN CONTRACT, STRICT LIABILITY OR TORT (INCLUDING NEGLIGENCE), AND REGARDLESS OF WHETHER VISA KNEW OR HAD REASON TO KNOW OF THE POSSIBILITY OF THE LOSS, INJURY OR DAMAGE IN QUESTION.

### 5. Specific provisions regarding Benefit

5.1 The Benefit shall be calculated as 50% of the total value of Eligible Transactions in a calendar month per Qualified Product with a maximum value of USD 5 (or its equivalent in an alternative currency as the case may be) per month per Qualified Product.

5.2 The Eligible Transactions shall be determined by Visa as follows:

5.2.1 based on the purchase date of the transaction, which date shall be the date when the acquirer/merchant stamps the transaction. Issuer agrees that some acquirers/merchants may batch transactions and stamp the purchase date as a different date than when the Holder actually made the purchase and this may affect Visa's determination of the Eligible Transactions in a given month, subject to Visa receiving the clearing file at least fourteen (14) days from the purchase date of the transaction; and

5.2.2 depending on acquirer/merchant setup in VisaNet and based on transaction data provided to Visa (including how a merchant's acquirer or merchant treats set up of a merchant and other data classifications or categorizations made by the merchant's acquirer or merchant in VisaNet such as Card Not Present or Face-to-Face transactions, MCCs, merchant name, etc.).

5.3 Issuer acknowledges that Visa and VisaNet do not capture data related to Issuer relationship with Holders, Holder demographics, risk factors or similar information. Issuer acknowledges that Visa does not intervene into the Issuer's, merchant acquirer's or merchant's platform setup and results generation.

5.4 Visa's ability to support the Benefit is based on visibility of Eligible Transactions and Visa shall rely on the completeness, accuracy and quality of transaction information as communicated by the acquirer to Visa in accordance with the Visa Rules for determination of eligible transactions and computation of money back amount.

5.5 Issuer agrees and acknowledges that the money back computed cannot be manually modified by Visa as any intervention to the platform setup and manual modification of the money back computation will impact the integrity of the Benefits platform performance.

5.6 Visa shall use Non-Money Transfer Original Credit Transactions ("OCTs") to send money back amount to Issuer posting to Holder's accounts with Issuer within up to ten (10) days from the date of clearing of the Eligible Transaction. A Qualified Product may receive more than one (1) OCT with an aggregate amount not to exceed USD 5 (or its local currency equivalent) per month.

5.7 Issuer is fully responsible for ensuring that Issuer host is capable of processing incoming OCTs as stipulated in the Visa Documentation. Visa shall not be held liable in case of a Holder's failure to receive the money back as a result of Issuer's actions or omissions to act or non-compliance with these Terms or the Visa Rules.

## 6. Marketing

Any Issuer marketing materials and communications with respect to the Benefit shall be designed and delivered to Holders and public in accordance with the Terms and the Visa Rules. Issuer is solely responsible for the communication of the Benefit and accuracy of the materials and communications. For the avoidance of doubt, Issuer shall be solely responsible for the usage of third party trademarks and other intellectual property rights (including the merchants) and compliance with any applicable legal requirements in the Territory.

## 7. Miscellaneous

7.1 Visa Rules are incorporated by reference into these Terms, and Issuer must comply with the Visa Rules at all times. In the event of discrepancy between these Terms and the Visa Rules, Visa Rules prevail.

7.2 Issuer is responsible for any taxes that may be imposed in respect of the provision of the Benefit by any applicable laws (including but not limited to any value added tax, individual income tax). No amounts will be paid by Visa in respect of tax.

7.3 These Terms shall be governed by the laws of England, excluding any "conflicts of laws" or similar rules that would mandate or permit application of the substantive law of any other jurisdiction.

7.4 Any controversy, dispute or claim arising out of or relating to these Terms, including the scope or applicability of the agreement to arbitrate, that cannot be resolved informally by the parties' day-to-day business managers ("Dispute") shall be solely and finally resolved pursuant to this clause.

7.4.1 The parties shall use their best efforts to resolve any Dispute by good faith negotiation between senior executives. Such discussions shall be "without prejudice" confidential compromise and settlement negotiations. No proceedings may be commenced under clause 7.4.2 until at least fourteen (14) days have elapsed since the meeting of such executives.

7.4.2 Any Dispute that remains unresolved following the negotiations in clause 7.4.1 shall be solely and finally settled by confidential arbitration in accordance with these Terms and, where not inconsistent with these Terms, with Arbitration Rules of LCIA-DIFC then in effect, which rules are hereby incorporated by reference. The location of the arbitration shall be in Dubai, UAE. The arbitration shall be conducted in English by a panel of three neutral arbitrators, with each party selecting one arbitrator and the two appointed arbitrators then jointly selecting the third. Any exchange of information by the parties shall be limited to that which a party intends to use as evidence. Except as may be required by law or these Terms, the panel is not empowered to award punitive or exemplary damages; pre-award interest; or consequential damages, including lost profits. The arbitrators' costs shall be borne by the parties equally, and each party shall bear its own arbitration costs. A reasoned award issued in writing by the panel shall be final and binding upon the parties. If not fully satisfied within thirty days, such award may be enforced in any court of competent jurisdiction. Nothing in this clause limits the right of a party to obtain provisional remedies from a court of competent jurisdiction.