

Visa Ecom Cross Border Transact More & Win Promotion
Terms & Conditions

1 Overview

Participants in the “Visa Ecom Cross Border Transact More & Win Promotion” (the "Promotion") will be deemed to have accepted these terms and conditions (“Terms & Conditions”) and agreed to be bound by them when participating in any element of this Promotion, including engaging with the Promotion prior to claiming a Prize, or claiming a Prize. Participants automatically lose their eligibility to participate in the Promotion upon violation of these Terms & Conditions or the spirit of these Terms & Conditions. To opt-out of this Promotion, please contact the Promoter (defined below) at its address in section 7(o) below.

This Promotion is not based on chance, random draw, lottery, or raffle, and participation does not guarantee winning.

2 Eligibility

- a) All persons of majority of age (18 years or older) or over, possessing full legal capacity, and holding a valid Visa Consumer debit or credit Card issued by a financial institution in Iraq namely Visa Classic, Visa Gold, Visa Platinum, Visa Signature or Visa Infinite, (each a "**Visa Eligible Card**"), who are legal residents in Iraq at the time of making a qualifying participation, will be eligible to participate in the Promotion.
- b) Employees, officers, directors, agents and managers of, together with any other persons specified by law as being too closely related to Visa group companies, Arc FZ LLC, Leo Burnett, Saatchi & Saatchi, Multilem Middle East Events LLC, or any third party involved in the supply of the Prize (defined below), are also Non-Eligible Participants.

3 Promotion Period

Qualifying participation must be made between 0:01 (+2 GMT) on 6 May 2026 and 23:59 (+2 GMT) on 19 June 2026 (the "**Promotional Period**").

4 Participation

- a) An eligible participant will automatically be entered into the Promotion (“Participant”) upon completing, during the Promotional Period, at least one cross-border online Card-Not-Present (CNP) or e-commerce transaction, being a transaction made outside local e-commerce portals and mobile applications in Iraq, using a Visa Eligible Card, at any online merchant where such Visa Eligible Card is accepted (each a “**Qualifying Transaction**”). Each Qualifying Transaction must exceed a minimum amount of USD 4 or its equivalent in local currency.

For the purposes of these Terms & Conditions, a Card-Not-Present (CNP) transaction means a transaction in which the physical Visa card is not presented to the merchant at the time of payment.

- b) Participation in the Promotion is strictly limited to transactions carried out using a Visa Eligible Card issued by a financial institution licensed and operating in Iraq.
- c) Spend is not restricted to specific merchant categories.
- d) The following are not considered Qualifying Transactions:
 - ✓ Transactions where Tabby or any similar “Buy Now, Pay Later” (BNPL) service is used as a payment method.

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- ✓ Transactions made using Visa Eligible Cards result in reversals, refunds, or disputed purchases.
 - ✓ Transactions that are not classified as online Card-Not-Present (CNP) or e-commerce transactions, including card-present or point-of-sale purchases.
 - ✓ Transactions classified under merchant category codes (MCCs) relating to digital wallets, money transfers, quasi-cash, or any cash transfer equivalents, including, but not limited to, wallet top-ups, remittance services, peer-to-peer transfers, account funding transactions, or similar transactions.
- e) Each Qualifying Transaction will be counted towards the total number of transactions accumulated by the Participant during the Promotional Period.

5 Selection of Winner

The Promoter will select Ten (10) winners being the Participants who have accumulated the highest number of Qualifying Transactions during the Promotional Period using a Visa Eligible Card irrespective of the value of such Qualifying Transactions (the “**Winners**”).

In the event that two or more Participants have the same number of Qualifying Transactions, and such tie affects the determination of the top ten (10) participants, the Participant(s) with the higher total transaction value during the Promotional Period will be ranked higher and selected as a Winner.

The Promoter will calculate the transaction data based on information provided by the issuing banks, and Participants will be ranked accordingly. The selection of the Winners will take place on 15 July 2026.

The selection process will take place under the supervision of representatives from the relevant authorized government authorities in Iraq, if required by applicable law.

6 Prizes Generally

- a) Each Winner shall receive one (1) iPad (the “Prize”), being either an iPad Air M3 or an iPad Pro M5, depending on availability and random selection. Winners shall not be entitled to request any specific model or configuration.
- b) The value of the Prize is US\$1,000. The total prize budget for the Promotion is US\$10,000.
- c) The Prize consists solely of the iPad described above and does not include any accessories, software, subscriptions, warranties beyond those provided by the manufacturer, or any other benefits, services or expenses.
- d) The Promoter shall not be responsible for, and shall have no liability whatsoever in respect of, any costs or expenses incurred by the Winners in connection with the receipt or use of the Prize, including but not limited to delivery or shipping costs (if applicable), customs duties, taxes, activation costs, internet or data charges, software, applications, accessories, maintenance, repairs, or any other costs or charges. All such costs shall be the sole responsibility of the Winners.

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- e) Winners will be notified via SMS, phone and email by the issuing financial institution that they have won within 15 working days from the selection date and provided with instructions for the collection of the Prize.
- f) The Winners will be required to sign and return the confirmation letter within 5 working days of notification to claim their Prize including acceptance of these Terms & Conditions. If a Winner is not able, for any reason, to accept the Prize, or cannot be contacted within this timeframe, another Winner will be chosen subject to the same mechanics and restrictions as described above, and the Prize will either be awarded to another winner or disposed of as required by law.
- g) The Prize is non-refundable, non-transferable and non-exchangeable. The Prize may not be exchanged for cash or cash equivalent. If a Participant has questions related to any aspect of the Prize, they should speak with the Promoter directly at the address below.

7 General Conditions

- a) Visa is only responsible for the cost of the Prize. All terms and conditions, product and service guarantees, warranties, and other consumer rights in relation to the use of the Prize shall remain solely between the Winner and the manufacturer and/or supplier of the Prize, as applicable. The Winners acknowledge that there may be additional expenses and procedures associated with Prize acceptance and use, as outlined in Section 6(d) above. Without prejudice to Section 6(d) above, the Winners acknowledge and agree that they shall be solely responsible for all federal, state, local, county, provincial, and other taxes of any kind (including income and withholding taxes) arising from the receipt or use of the Prize, and for any other costs, expenses or procedures not expressly included in the Prize.
- b) The Winners are solely responsible for any requirements associated with the receipt and use of the Prize, including but not limited to any delivery arrangements, installation, activation, or use of the Prize. The Promoter shall not be responsible for any inability of a Winner to receive or use the Prize for any reason.
- c) Participants selected as Winners and who wish to claim their Prize shall consent to the use of their name and photograph in connection with the Promotion and agree to take part in such other reasonable publicity as may be determined by the Promoter and communicated to the Winners. Such publicity may include, but is not limited to, press releases, announcements made by any means, including in advertisements of any kind and through any mean and on social media, regarding participation in the Promotion. The Promoter reserves the right to publish the names and images of Winners without additional prior notice and/or approval, on the basis of such consent.
- d) All Participants and Winners remain bound by any applicable terms and conditions governing the use of third-party websites, platforms or services that may be accessed in connection with the Promotion or the use of the Prize, including without limitation any e-commerce websites, mobile applications or payment platforms used to complete Qualifying Transactions, as well as any software, applications, or digital services used in connection with the Prize.
- e) Neither the Promoter or any of the Promotion partners including but not limited to Multilem Middle East Events LLC, accept responsibility for any interruption, delay, error or failure

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affecting online systems, including but not limited to internet connectivity issues, website or platform downtime, payment gateway failures, transaction authorisation delays, or network, computer, hardware and/or software failures of any kind, which may restrict or delay the sending or receipt your entries. The Promoter does not guarantee that all online merchants, websites or digital platforms accept Visa Eligible Cards at all times or are capable of processing online Card-Not-Present (CNP) or e-commerce transactions. The Promoter is not responsible for the lost-opportunity in entering the Promotion where an online merchant, website, application, payment gateway or transaction processing system is unavailable, inoperable, offline, subject to technical malfunction, or otherwise unable to process Visa Eligible Cards transactions. Put differently, participation in this Promotion is not guaranteed

- f) Visa, Arc FZ LLC, Leo Burnett, Saatchi & Saatchi, Multilem Middle East Events LLC and any associated companies will not be responsible for any loss or damage suffered by any Winner or any other person in connection with the Promotion, or in the receipt, handling or use of the Prize. Participants agree to indemnify Visa (and our officers, employees and agents, including the Promoter) against, and hold the foregoing harmless from any damages, liabilities, losses, or expenses incurred or arising directly or indirectly out of the participation in the Promotion, Participants' use or acceptance of any Prize, Participants' breach of these Terms and Conditions (including any warranty in relation to intellectual property and third party rights), or their negligent or fraudulent act or omission in relation to the Promotion.
- g) Upon entering into this Promotion, the Participant consents to Visa and its appointees using his or her personal data to the extent necessary for the effective conduct of the Promotion which may include the passing of such personal information to third parties, as well as to parties outside the Participant's country of residence. The Participant acknowledges that such countries may not have data protection laws equivalent or stricter than those of Participant's country of residence. The Promoter's Privacy Policy is available at https://km.visamiddleeast.com/en_KM/legal/global-privacy-notice.html for Iraq.
- h) Participation in this Promotion is void in any country in which it is prohibited or otherwise rendered invalid by any applicable law or regulation. The Promoter makes no representation or warranty that the Promotion is permitted by law in any particular country.
- i) The Promoter is not liable to any taxation of any kind arising from or that may occur from the Winner's nationality or country of residence and will not be held responsible to make any tax payments of any kind relating to the Prize. The Winner will be liable to make all necessary tax payments and to make any necessary notifications to the appropriate authorities relating to the Prize and subsequent dealing with the Prize.
- j) To the extent permitted by law, the Promoter may terminate or modify the Promotion or modify these Terms & Conditions at any time, by posting the revised Terms & Conditions on the website: <https://km.visamiddleeast.com/>.
- k) The Promoter's decisions are final and binding in all respects on all Participants. No correspondence will be entered into. Entries that do not comply in full with these Terms & Conditions, or the spirit of these Terms and Conditions, will be disqualified. For the avoidance of doubt, the use of automated scripts, bots, bulk-entry mechanisms or any other automated or fraudulent means to submit entries is strictly prohibited and shall result in disqualification of the relevant entry and the Participant concerned.

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- l) The Promoter retains the right to null and void any entry based on fraudulent transactions, or where a transaction is rejected or reversed for any reason.
- m) The Promotion and the Prize cannot be combined with any other ongoing offer, promotion, or discount.
- n) These Terms and Conditions shall be governed by and construed in accordance with the laws of the Republic of Iraq, including the Iraqi Civil Code No. 40 of 1951, the Consumer Protection Law No. 1 of 2010, and the Iraqi Commercial Law No. 30 of 1984. Any disputes arising out of or in connection with these Terms and Conditions shall be subject to the exclusive jurisdiction of the competent courts of Iraq.
- o) The Promoter (also referred to as "Visa" in these Terms & Conditions) is Visa International Services Association at 900 Metro Center Blvd, Foster City, CA 94404, United States. Visa shall be responsible for managing this Promotion and all issues related to the Prizes. For any inquiries, please contact: visamarketinglevant@visa.com