

TERMS AND CONDITIONS OF “HOLIDAY SEASON BONUS” PROGRAM

These Terms and Conditions of the “Holiday Season Bonus” Program set out terms and conditions for the customers of WITTY GLOBAL UAB who are eligible for special benefits hereunder.

1. DEFINITIONS

1.1. The capitalised terms used in these terms and conditions shall have the following meaning:

- 1.1.1. **App** – the application developed by the Company and installed by the Client into his/her device (e. g. a smartphone).
- 1.1.2. **Card** – means a payment instrument that is issued by the Company or its partner(s), and which the Client may use to perform Operations.
- 1.1.3. **Client** – an individual to whom the Company provides financial services under an agreement made between the parties and who is eligible for W1TTY Benefits under these T&Cs.
- 1.1.4. **Company** – WITTY GLOBAL UAB, a legal entity registered in Lithuania with its registration number 305433923, registration address Jogailos g. 9, Vilnius, Lithuania. Data on the Company is accumulated and stored in the Register of Legal Entities of the Republic of Lithuania. The Company might be contacted through:
 - 1.1.4.1. E-mail: contact@w1tty.com;
 - 1.1.4.2. Phone: +37066587253;
 - 1.1.4.3. HQ office: Didžioji g. 18, LT-01128 Vilnius, Lithuania;
 - 1.1.4.4. URL: <https://www.w1tty.com>.
- 1.1.5. **E-Money** – electronically stored monetary value as represented by a claim on the Company which is issued on receipt of funds for the purpose of making Transactions.
- 1.1.6. **E-Money Account** – an electronic record inside the System which allows to identify the Client, execute Transactions and contains information on the Transactions performed by the Client.
- 1.1.7. **Operation** – means using the Card to pay for goods and/or services or obtain information and/or cash withdrawal.
- 1.1.8. **Program Validity Period** – means a period of time during which the Client is entitled to the W1TTY Benefits. The period commences on **22-08-2022** and expires on **31-08-2022 (inclusive)**.
- 1.1.9. **Purchase** – means such a purchase, which has been made by the Client using the Card in online or physical stores.
- 1.1.10. **Prize** – means the amount of **EUR 50**.

1.1.11. **T&Cs** – these Terms and Conditions.

1.1.12. **Void Operation** – means any Transaction wherein the Transaction has taken place but has been cancelled by the merchant prior to settlement with the Company or its partner(s) that issued the Card.

1.1.13. **W1TTY Benefits** – as described in Clause 3.

Terms that are used but not defined in these T&Cs shall have the meanings ascribed to them in the W1TTY GLOBAL UAB General Terms and Conditions.

2. BINDING EFFECT

2.1. These T&Cs regulate the provision of W1TTY Benefits by the Company to the Client.

2.2. By receiving W1TTY Benefits, the Client undertakes to be bound by these T&Cs.

2.3. Any additional terms and conditions which regulate the relationship between the Company and the Client that is not stated in these T&Cs, as well as any additional services or products that the Company provides or makes available to the Client from time to time not covered by these T&Cs, may be subject to a separate agreement or annex executed between the Company and the Client. In case of any conflict between these T&C sand separate agreement or annex concluded between the Company and the Client, the terms of a separate agreement or annex shall prevail.

3. W1TTY BENEFITS

3.1. “Holiday Season Bonus” Program

3.1.1. During the Program Validity Period, each day the Company awards the Prize to 5 (five) Clients each.

3.1.2. The Client wins the Prize if the Client satisfies the following terms and conditions:

3.1.2.1. The total amount in EUR of the Purchases made during a particular day of the Program Validity Period is one of the 5 (five) highest amounts of the Purchases made by other Clients during the day; and

3.1.2.2. The amount of the Purchase, including VAT and other taxes, is 1 EUR or more; and

3.1.2.3. The Purchase is made during the Program Validity Period.

3.1.3. The Client is eligible to receive only one piece of the Prize.

3.1.4. The employees of the Company and other W1TTY group companies are not eligible for the W1TTY Benefits.

3.1.5. The Prize is credited to the Client’s E-money Account within 5 calendar days since the date of the selection of the Client as the winner of the Prize.

4. RIGHTS AND DUTIES OF THE CLIENT

5.1. The Client shall have a right to receive these T&Cs and other annexes, rules and regulations on W1TTY Benefit provided in paper form or another durable medium.

5.2. The Clients are prohibited:

- 5.2.1. to use the services of the Company for any unlawful or illegal purposes;
- 5.2.2. to use the services of the Company in a manner that may violate any applicable laws.

6. REPRESENTATIONS AND WARRANTIES

- 6.1. Accepting these T&Cs, as well as any of their revised version, the Client represents and warrants on an ongoing basis that the Client:
 - 6.1.1. information provided to the Company for the purpose of entering into these T&Cs is true and correct;
 - 6.1.2. it has all rights, powers and authority to enter into these T&Cs and to fully perform its obligations hereunder;
 - 6.1.3. use of the Services does not infringe the law of the state where the Client is registered;
 - 6.1.4. does not perform, is not involved and has no intentions to use the services for any illegal purposes or prohibited activities under applicable laws.
- 6.2. The Company relies on the representations and warranties listed above when providing the services to the Client.

7. DATA PROTECTION

- 7.1. The Company will collect and manage the Client's personal data who have won the Prize for the purpose of providing the Client with the Prize and carrying out statutory obligations:
 - 7.1.1. name, surname;
 - 7.1.2. personal code or date of birth;
 - 7.1.3. information on the identification document (validity, number, country of issuance);
 - 7.1.4. contact details (phone number, email address, residential address);
 - 7.1.5. the information related to the Prize and its conveyance-conveyance process and procedure.
- 7.2. Additional information may be processed if there is an objective need.
- 7.4. For more details regarding the data protection and processing, please refer to the Privacy Policy of WITTY GLOBAL UAB.

8. T&Cs CHANGES

- 8.1. **Without prejudice to other provisions of these T&Cs, the Company reserves the right to unilaterally change these T&Cs at any time at its own discretion.**
- 8.2. A revised edition of these T&Cs will be provided to the Client, or the Client will be informed where a revised edition of T&Cs is available for familiarisation.
- 8.3. In the event that the Client disagrees with the proposed changes to these T&Cs, the Client has the right to terminate these T&Cs free of charge and with effect at any time until the date of their proposed date of entry into force. The Client's notice rejecting changes to these T&Cs will be deemed as a notice of termination of these T&Cs. Upon termination of these T&Cs, the Client loses his or her right to receive W1TTY Benefits.

8.4. The Client is not entitled to unilaterally change, amend or alter provisions of these T&Cs.

9. ASSIGNMENT

9.1. The Client may not novate, assign, transfer, sub-contract, or otherwise grant any rights, obligations, claims or legal interest under these T&Cs.

9.2. The Company reserves the right to assign the rights and obligations under these T&Cs to any subsidiaries, affiliates or any third parties at any time without the Client's consent, provided that such an assignment will be in compliance with the applicable laws and regulations.

10. NO WAIVER

10.1. Failure or delay by the Company to exercise any right, power or remedy under these T&Cs or to require or enforce strict performance by the Client of any provision of these T&Cs and any supplemental or incorporated documents or policies shall not be regarded as a waiver or relinquishment of any such right, power or remedy.

11. GOVERNING LAW

11.1. Unless the applicable laws provide otherwise, the construction, validity and performance of these T&Cs, as well as any rights, obligations, claims or disputes arising out of them, shall be governed in all respects by the laws of the Republic of Lithuania without recourse to the conflict of laws rules regardless of the venue or jurisdiction in which a dispute arises.

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