# Official rules of the Campaign "Rewards with FUIB"

(hereinafter referred to as the Rules and Campaign respectively)

#### Terms:

**Organizer, Contractor, Bank** - Joint-Stock Company "First Ukrainian International Bank", EDRPOU code: 14282829, location: 04070, Kyiv, 4 Andriivska Str.

**Card account** - a current account opened with the Bank in accordance with the conditions of the Bank's Public offer for the conclusion of Comprehensive Banking Service Contracts for natural persons or in accordance with the General conditions for loan agreements and for opening and maintaining accounts in national or foreign currency in the name of the Campaign Participant and used by the Campaign Participant (a natural person) for their own needs.

**PUMB Online mobile application (or mobile application)** - the Bank's software for mobile devices, supporting Android or iOS operating systems and used for remote Card account management, as well as for provision of the Bank's services and other operations determined in the Rules for remote servicing of individual clients in the PUMB Online Internet banking system.

Campaign Participant - a natural person who doesn't have any Card accounts in the Bank or an owner of a Card account (a natural person registered in the State Register of Individual Taxpayers, which received a registration number of a taxpayer record card, or a natural person who refused to accept a registration number of the taxpayer record due to their religious beliefs and has the necessary record made by the supervisory authority in their passport of a Ukrainian citizen), chosen by the Bank for participation in the Campaign by random selection and informed by the Organizer about the opportunity to participate in the Campaign by a PUSH message in the mobile application, by displaying the relevant Task in the My Rewards section located in the More tab of the mobile application's software interface or via other communication channels at the Bank's discretion (hereinafter referred to as the Message), which complies with the conditions of the Rules of the Campaign.

**Task** - a list of actions determined by the Bank and displayed in the mobile application's interface or provided in the Message, which the Campaign Participant needs to perform in order to receive Bonuses. The Tasks are displayed in the My Rewards section located in the More tab of the mobile application's software interface. Each Task contains a list of actions, as well as the conditions and term for performance thereof and the amount of Bonuses to be accrued for the Campaign Participant for the performance of the Task. The Task shall be considered performed properly if the Campaign Participant has personally fulfilled all the conditions of the Task and such actions of the Campaign Participant are not cancelled as of the moment of receipt of the Campaign Reward.

**Bonus** - conventional units of measurement which may be displayed in UAH or € and are credited to the Campaign Participant's Virtual account and debited from the Virtual account at the Campaign Participant's initiative. The Bonus has no monetary expression (is not the national currency of Ukraine or electronic money, neither does it perform the functions of electronic money) and cannot be used for purchasing goods or services. The Bonus is not a product and cannot be sold to the Campaign Participant.

Virtual account of the Campaign Participant (or virtual account) - an analytical record in the Bank's database to which Bonus units are credited.

**Abuse of the Campaign conditions** - unfair actions of the Campaign Participant, including (but not limited to) any actions:

- aimed at accumulation of the maximum amount of the Bonus units on the virtual account without actual proper fulfillment of the conditions of the Task (including purchasing goods or services and returning \ refusal of goods or services within 14 days, etc.) for selfish purposes;
- performed by the Campaign Participant through abuse of their official position in order to fulfill the Task conditions for other Campaign Participants;
- which have signs of fraud in accordance with the Bank's decision and have caused or may cause a loss of the Bank's business reputation or cause any damage to the Bank, its partners and / or other Campaign Participants. **Bonus balance reduction** a procedure resulting in the reduction of the amount of the Bonus units on the virtual account without any payments.

**Campaign Reward** - crediting money to the Card account opened in the national currency of Ukraine as a result of an exchange of the Bonus units in the mobile application initiated by the Campaign Participant (after payment of taxes and duties provided for by the law of Ukraine).

## 1. Campaign Participants

- 1.1. Any natural persons which have fulfilled the Campaign participation conditions provided for in section 3 hereof and are consistent with the conditions provided in para. 1.2 and 1.4 hereof are entitled to participate in the Campaign.
- 1.2. The Campaign shall be valid for the Campaign Participants which were informed by the Organizer about the opportunity to participate in the Campaign via a Message sent during the term of the Campaign.
- 1.3. Natural persons not registered in the State Register of Individual Taxpayers are not entitled to participate in the Campaign.
- 1.4. Participation in the Campaign is free: The Campaign Organizer shall not receive any remuneration from the Campaign Participants for their participation in the Campaign. The Campaign is not a game of chance, a lottery, a gambling service or a competition. These Rules do not constitute a public promise of reward or conditions of a competition.
- 1.5. The Bank reserves the right to deprive the Campaign Participant of the status of the Campaign Participant at its own discretion, including (but not limited to) in case of Abuse of the Campaign conditions by the Campaign Participant.

# 2. Place, term and periods of the Campaign

2.1. Place of the Campaign:

The Campaign shall be performed throughout the territory of Ukraine which is under the control of the Ukrainian government and is not occupied, as well as outside Ukraine.

2.2. Term of the Campaign: **from 06.10.2023 to 31.12.2024 inclusive** (hereinafter referred to as the Campaign Period).

# 3. <u>Campaign participation conditions</u>

- 3.1. The Bank shall determine the list of the Campaign Participants and inform them about the opportunity to participate in the Campaign, the term of the offer and other conditions (if necessary) via a Message.
- 3.2. The Bank shall determine at its own discretion (in the mobile application or in the Message) the list of the Tasks to be performed by the Campaign Participant in order to receive the Bonus. The Bank may determine the number of the Tasks with separate terms. A Campaign Participant can perform several Tasks simultaneously. The moment of acceptance of the Task by the Campaign Participant shall be the beginning of fulfillment of its conditions determined by the Bank and displayed in the mobile application or in the Message.
- 3.3. The Bank shall accrue the Bonus for the Campaign Participants in the manner determined in each particular Task.
- 3.4. The following shall not be considered participation in the Campaign:
- 3.4.1. Fulfillment of the Task conditions by the Campaign Participant which took place outside the Campaign Period and after the expiration of the term indicated in the Message or in the Task in question.
- 3.4.2. Improper fulfillment of the Task conditions (including due to a complete or partial return of the goods and/or refusal of the services provided for in the Task in question).
- 3.4.3. Fulfillment of the Task conditions by the Campaign Participant which has signs of Abuse of the Campaign conditions;
- 3.4.4. Fulfillment of the Task conditions by the Campaign Participant which has signs of fraud.

#### 4. Bonus accrual

- 4.1. The Bank shall accrue the Bonus for the Campaign Participant in the amount determined in the Task conditions in one of the following cases:
- 4.1.1. Complete and proper fulfillment of the Task conditions by the Campaign Participant.
- 4.1.2. Informing the Campaign Participant about the Task via a Message.
- 4.2. The period for storage of the Bonus on the Virtual account shall be 12 calendar months from the Bonus accrual date. The maximum Bonus amount which can be stored on the Virtual account is not limited.
- 4.3. The balance on the Campaign Participant's Virtual account can be reduced by the Bank in the following cases:
  - failure to fulfill the Task conditions indicated in the Message by the Campaign Participant or cancellation of the actions previously performed by the Campaign Participant and provided for in the Task conditions;
  - Abuse of the Campaign conditions by the Campaign Participant;
  - other cases.
- 4.4. In case of the Bonus balance reduction, it is allowed to set a negative value of the Campaign Participant's Virtual account. A negative value of the Campaign Participant's Virtual account shall not be an unauthorized overdraft and shall not create a financial obligation towards the Bank for the Campaign Participant.

## 5. <u>Exchange of the Bonus for the Campaign Rewards</u>

- 5.1. The right to receive the Campaign Rewards shall be given to all the Campaign Participants which comply with the requirements of para. 1.1 and 1.2 hereof and have fulfilled the condition provided for in para. 3.2, 3.3 hereof.
- 5.2. The exchange of the Bonus for the Campaign Rewards can be performed only for the Tasks properly competed as of the moment when the exchange is initiated, at the Campaign Participant's initiative, by crediting the money to the Card account chosen by the Campaign Participant, opened with the Bank in the national currency of Ukraine.
- 5.3. In order to exchange the Bonus for the Campaign Rewards, the Campaign Participant needs to find the My Rewards section located in the More tab of the mobile application's software interface, tap the Withdraw software button and choose the Card account consistent with requirements of para. 5.4 of this part of the Rules. In case if the Campaign Participant does not have a Card account consistent with the requirements of para. 5.4 of this part of the Rules at the moment of exchange of the Bonus for the Campaign Reward, the Campaign Participant first needs to open a Card account using the tips provided in the mobile application interface.
- 5.4. The Card account chosen by the Campaign Participant must be opened in the national currency of Ukraine, be active and be free of any restrictions in the form of arrest or other encumbrances impede its use.
- 5.5. The minimum amount for the Bonus exchange is UAH 10 net of taxes and duties provided for by the current legislation of Ukraine.
- 5.6. Taxes and duties will be accrued, withheld and paid by the Bank upon payment of the Rewards in accordance with the current legislation of Ukraine.
- 5.7. The Campaign Rewards will be received only by the Campaign Participants which are entitled to receive them in accordance herewith and only in the manner provided for herein. The Campaign Participant shall not be entitled to transfer (including as an inheritance)/assign or otherwise alienate his right to receive the Campaign Reward to any third party.
- 5.8. The Bank shall have the right not to provide the Campaign Reward if the Campaign Participant does not have a Card account with the Bank in the national currency of Ukraine or if such Card account in the national currency of Ukraine has been closed or blocked.

### 6. Cancellation of the Bonus

- 6.1. The Bank may cancel the Bonus accrued for the Campaign Participant in the following cases:
- if the Campaign Participant fails to open a new Card account within 32 calendar days after closing all Card accounts;
- if the Campaign Participant has an outstanding debt in the amount equal or exceeding UAH 100 (one hundred) for more than 60 calendar days;
- in case of termination of the Campaign by the Bank.
- 6.2. The Bank may also cancel the Bonus accrued for the Campaign Participant at its own discretion in case of existence of the following set of circumstances:
- lack of any settlement operations by the Campaign Participant with the use of the Card or mobile application for 6 (six) calendar months;
- lack of any valid contracts with the Bank for provision of at least one of the following products for 3 months: a credit card, a consumer loan with a debt exceeding UAH 20 (twenty);
- lack of a positive balance equal or exceeding UAH 500 (five hundred) on the Campaign Participant' Card accounts or deposit for 3 months.
- 6.3. The Bonus accrued by the Bank shall be cancelled automatically in case if the Campaign Participant fails to perform the actions indicated in the Message within the term provided for therein.

#### 7. Rights and obligations of the Campaign Participant

- 7.1. The Campaign Participant shall be entitled to:
- 6.1.1. Review the Rules.
- 6.1.2. Participate in the Campaign in the manner determined herein.
- 6.1.3. Receive information about any amendments hereto in accordance with the procedure provided for herein.
- 7.2. The Campaign Participant shall:
- 6.2.1. Comply with the Campaign conditions in accordance herewith.

## 8. Rights and obligations of the Organizer

- 8.1. The Organizer shall:
- 8.1.1. Transfer the Campaign Reward to the Campaign Participants in accordance herewith.
- 8.2. The Organizer shall be entitled to:
- 8.2.1. Refuse to transfer the Reward to the Campaign Participant in case of failure to comply with the conditions hereof.

#### 9. Limitations

- 9.1. The Campaign Organizer shall not bear any responsibility in case of occurrence of force majeure circumstances, such as natural disasters, fires, floods, military operations of any kind, blockades, significant changes in the law or other circumstances beyond the control of the Organizer. The existence of such circumstances should be confirmed by an appropriate document issued by the Ukrainian Chamber of Commerce and Industry or other competent authority.
- 9.2. The Campaign Organizer shall not participate in any disputes with respect to recognition of any persons as the Campaign Participants or recognition of rights to receive the Campaign Reward. The Campaign Organizer shall not be responsible for determination of the rights of the parties in any disputes. The decisions of the Campaign Organizer will be final and not subject to appeal.
- 9.3. The Campaign Organizer shall not bear any responsibility for the accuracy of the information provided by the Campaign Participants, included their contact details.
- 9.4. In case if the Campaign Participant entitled to receive the Campaign Reward is unable to receive such Campaign Reward due to any reasons not attributable to the Organizer, the said Campaign Participant shall not be entitled to receive any additional Campaign Rewards, compensations or other payments from the Campaign Organizer. The Campaign Organizer shall not bear responsibility for the Campaign Participant's inability to receive the Campaign Reward due to any reasons not attributable to the Organizer.
- 9.5. The Campaign Organizer shall not be responsible for any expenses incurred by the Campaign Participants in connection with the receipt and further use of the Campaign Reward.

**Attention!** The Organizer does not guarantee or bear any responsibility for the ability to receive the Campaign Rewards at the territory of Ukraine which is not under the control of the Ukrainian government or is occupied. No claims will be accepted from the Campaign Participants in connection therewith and no compensations will be paid.

#### 10. Informing the Campaign Participants about the Campaign performance conditions

10.1. Information about the performance of the Campaign, including any amendments to the conditions of the Campaign, and the Official Rules of the Campaign will be available at the Organizer's official website: <a href="https://pumb.ua.">https://pumb.ua.</a>

#### 11. Informing the Campaign Participants about early termination of the Campaign

11.1. In case of early termination of the Campaign, the appropriate message shall be posted at the Organizer's official website: <a href="https://pumb.ua">https://pumb.ua</a>.

### 12. Miscellaneous

- 12.1. The Campaign Rewards will not be transferred to the Campaign Participant in the cases provided for herein.
- 12.2. The Organizer's decisions on any matter related with the Campaign will be final and not subject to revision.
- 12.3. The Rules have been approved by the Organizer and will remain in effect for the Campaign Period. The Organizer reserves the right to prematurely terminate or suspend the Campaign or make amendments to these Rules with subsequent publication of information about early termination or suspension of the Campaign or any amendments to these Rules at the Organizer's official website: <a href="https://pumb.ua">https://pumb.ua</a>. The Organizer shall bear no responsibility for a failure to review the information about early termination or suspension of the Campaign and making amendments to these Rules in a timely manner on the part of the Campaign Participants and other stakeholders.
- 12.4. The Organizer reserves the right to refrain from entering or holding any written negotiations or otherwise contacting with the Campaign Participants.
- 12.5. By taking part in the Campaign, the Campaign Participant confirms that he has reviewed the Rules and gives his full and unconditional consent to them, including (but not limited to) consent to transferring Campaign Rewards to his Card account on the conditions and in the manner determined herein.
- 12.6. All of the Campaign Participants will pay all expenses incurred by them in connection with their participation in the Campaign.
- 12.7. All the results of the Campaign will be final and not subject to appeal.

- 12.8. The Official Rules of the Campaign (as amended and/or supplemented), available at the Organizer's official website <a href="https://pumb.ua">https://pumb.ua</a>, are the only document which determines the conditions for the performance of the Campaign.
- 12.9. In case of occurrence of any situations which allow for an ambiguous interpretation of the Rules and/or issues not covered by these Rules, the final decision about such interpretation and/or clarification shall be taken exclusively by the Campaign Organizer. Such decision of the Campaign Organizer shall be final and not subject to appeal.
- 12.10. The Organizer shall be the owner and manager of the Campaign Participants' personal data.
- 12.11. The personal data of the Campaign Participants is processed with the purpose of ensuring their participation in this Campaign, informing the Campaign Participants about the Campaign Rewards, transferring the Campaign Rewards to the Campaign Participants, as well as for marketing relations, advertising relations, tax relations and accounting relations.
- 12.12. The personal data processed hereunder include the name, surname, patronymic, passport details, registration number of the taxpayer record card, contact phone number, email address, address of the place of registration and other personal data provided by the Campaign Participant when opening the Card account with the Bank.
- 12.13. By taking part in the Campaign, the Campaign Participant agrees to the use (processing) of his (her) personal data by the Organizer.
- 12.14. By taking part in the Campaign, the Campaign Participant gives his consent to the use of his image and personal data by the Organizer in the publications and reviews by displaying them at the Organizer's official website.
- 12.15. By taking part in the Campaign, the Campaign Participant gives his full and unconditional consent to the use, public demonstration and distribution of his photo images, as well as individual frames (parts) thereof, exclusively for the purpose indicated in para. 12.14 hereof. The territory covered by the said consent shall be the entire world.
- 12.16. The effective term of the consent shall be unlimited and shall begin from the moment of the first publication.
- 12.17. By taking part in the Campaign, the Campaign Participant confirms that his decision with respect to the provision of materials for the purpose mentioned above is voluntary.
- 12.18. By taking part in the Campaign, the Campaign Participant gives his consent to the use of his image at the Organizer's website, as well as in the Organizer's publications and reviews, by displaying it at the official website, as well as by distribution or processing (in full or in part). In case of alienation and/or transfer of the right to use photographic works including the Campaign Participant's image to third parties acting in the Organizer's interests, regardless of the method and conditions of such transfer and/or use, the Campaign Participant shall not have any material claims against the Organizer.