

## Visa Partner Network – Terms & Conditions

1. Your completion and submission of an online application constitutes your agreement to participate in the offer that you have proposed (“the Offer”).
2. A contract in relation to the Offer will only be deemed to have been formed once you have received confirmation from Visa International Service Association (“Visa”) that the Offer has been accepted. Visa reserves the right to reject any offers at Visa’s absolute discretion.
3. The contract between you and Visa comprises these terms together with the details you have submitted as part of this application in relation to the Offer (“Online Application”).
4. You undertake to provide the Offer to Visa cardholders for the term of the Offer stated in your Online Application (“the Offer Term”). Any discounts or other benefits to be provided as part of the Offer shall be funded wholly by you. Visa shall not make any financial contribution towards the Offer.
5. The contract expires at the end of the Offer Term. If you wish to renew the Offer you must complete another online application which will be reviewed by Visa following the same process as the original Offer.
6. The Offer shall be exclusive to Visa cardholders.
7. You undertake to use all reasonable endeavours to promote and support the Offer to maximise the impact of the Offer.
8. The Offer shall be valid only for Visa cardholders when paying with a Visa product.
9. The Offer shall be void where prohibited or restricted by law. You are solely responsible for ensuring that the Offer and your terms and conditions for the Offer comply with all applicable laws.
10. The purchaser must pay any applicable taxes and fees.
11. You are solely responsible for redemption and fulfilment of the Offer.
12. You acknowledge that Visa is under no obligation to promote the Offer but may do so during the Offer Term through such media and channels as Visa deems appropriate at its discretion.
13. Visa may terminate this agreement at any time with immediate effect by serving notice by email or in writing to the contact person stated in your Online Application.
14. Upon receipt of a termination notice from Visa, you shall (i) immediately cease use of Visa Marks on new promotional materials; (ii) immediately cease production of any further promotional materials bearing Visa Marks (iii) if requested by Visa promptly either return or destroy (as instructed by Visa) all promotional materials bearing the Visa Marks in your control or possession and, if requested by Visa, certify in writing that you have destroyed all such promotional materials and (iv) cease promoting the Offer and shall redeem only those valid redemptions submitted prior to date on which the termination becomes effective.
15. For the purposes of this clause "Confidential Information" shall mean any and all information in respect of either party's business and financing including, but not limited to, any ideas, business methods, finance, prices, financial marketing development or manpower, plans, market opportunities, product information, design rights, customer information, trade secrets, details, computer systems and software know-how on any medium and software listings of any party and other matters connected with the products or services manufactured, marketed, provided or obtained by a party whether disclosed or discovered before or after the date hereof. You shall not use or disclose, or allow to be used or disclosed, any Confidential Information of Visa which you have received (whether before the date of this agreement and in whatever capacity) without the prior written consent of Visa. Visa shall not use or disclose, or allow to be used or disclosed, any Confidential Information of yours which Visa has received (whether before the date of this agreement and in whatever capacity) without your prior written consent. This clause does not apply to information: a) that comes into the public domain other than through unauthorised disclosure by a party; b) that is required to be disclosed by law or regulatory or governmental body to which a party is subject wherever situated; or c) the party to whom it relates has given its consent in writing to the disclosure. At a party's request, the other party will destroy or return any Confidential Information in its possession.
16. The obligations of clause 14 and 15 will continue to apply in full force and effect after the termination or expiry of this agreement.
17. Upon Visa’s acceptance of the Offer, Visa grants you a non-exclusive, non-assignable, limited license to use any Visa branding or trademarks supplied to you by Visa (which can be obtained on request from [Visamarketingmena@visa.com](mailto:Visamarketingmena@visa.com)) (“the Visa Marks”) solely for the advertising and marketing purposes

set forth in this agreement in accordance with the terms of the agreement. You must obtain Visa's prior written approval for any marketing materials you develop that use Visa's Marks. Please allow up to 5 business days for such approval.

18. You hereby grant to Visa a non-exclusive, non-assignable, limited license to use your trade marks, logos and any other branding or images provided by you in your Online Application (together the "Merchant Materials") for the purposes of advertising and marketing the Offer across all Visa's media channels worldwide.
19. You acknowledge that Visa may sub-license all rights granted by you under this agreement to Visa's affiliates and to any financial institutions and other entities licensed by Visa or an affiliate of Visa in connection with any Visa products and services.
20. You agree to indemnify and hold harmless Visa, Visa Inc. and their respective member financial institutions, affiliates, officers, directors, employees, agents, successors and assigns from any claims, damages, liabilities, losses, government procedures and costs, including reasonable attorneys' fees and costs of suit, arising out of your: (i) failure to comply with applicable laws and regulations; (ii) unauthorized use of Visa's Marks; (iii) negligence or willful misconduct in connection with your performance of this agreement; (iv) any actual or alleged infringement, violation or misappropriation of the intellectual property rights of a third party; and/or (v) misrepresentation or breach of any warranty, obligation or covenant of this agreement.
21. Except with respect to liability arising under the indemnification provisions of this agreement or for breach of the confidentiality provisions of this agreement, in no event shall either party be liable for any indirect, special, consequential, incidental, or exemplary damages arising in connection with this agreement and/or its subject matter, regardless of the theory of liability giving rise to such damages, whether arising in contract, tort, or otherwise, and regardless of whether such party was advised or aware of the possibility of such damages. Visa's total liability cap under this agreement will not exceed US\$100,000.
22. The provisions of Visa's Privacy Policy will apply with respect to this agreement and the Offer.
23. The parties hereby agree that this agreement will be legally enforceable and will be governed by and construed in accordance with the laws of England. Each of the parties submits to the exclusive jurisdiction of the Courts of England as regards any claim or matter arising under this agreement.
24. Visa reserves the right to change these terms and conditions at any time without prior notice. In the event that any changes are made, the revised terms and conditions shall be posted on this website immediately. Please check the latest information posted herein to inform yourself of any changes.