

VISA x Crypto.com COMPETITION TERMS AND CONDITIONS FOR SINGAPORE AND AUSTRALIAN USERS

The following terms and conditions relate to the FIFA World Cup Qatar 2022 Competition:

Entry conditions

1. Submitting an entry for this Competition shall constitute acceptance of these terms and as a result, each Participant shall enter into an agreement with the Promoter and VISA
2. Information on how to enter and prizes form part of these terms and conditions. Entry into this Competition is free.
3. In order to be eligible to enter the FIFA World Cup Qatar 2022 Competition a Participant must be:
 - aged 18 years or older at the start of the Competition Period;
 - a current holder of a Ruby Steel (or higher tier) Crypto.com VISA Debit Card with an active stake for the appropriate card tier ("**Crypto.com VISA Card**") for the duration of the Competition Period; and
 - a resident of Australia, or Singapore (each a "**Jurisdiction**").
4. One "**Entry**" is entered into the draw when the Crypto.com VISA Card holder:
 - Makes 10 transactions ("**Transactions**") with their Crypto.com VISA Card during the Competition Period; and
 - Tells us in twenty-five (25) words or less why they should be chosen to go to the World Cup Qatar 2022 by filling in the form available on <https://crypto.com/events/fifa2022-VISA-campaign> ("**Form Response**")
5. The four (4) most original, crypto-savvy and creative Entries will be selected as winners for the Competition, with two (2) winners selected in each Jurisdiction.
6. Each Transaction needs to be completed (i.e. funds transferred) during the Competition period, which runs from 09:30 UTC on 26 October 2022 to 13:00 UTC on 10 November 2022 ("**Competition Period**"). Entries submitted after the closing date and time will not be accepted or considered. Crypto.com shall have the sole and absolute discretion in determining whether a Transaction has been completed during the Competition Period.
7. Transactions made on a Crypto.com VISA Card outside the Competition Period will not be considered.
8. Transactions made on any other VISA card will not be considered.
9. Incomplete or illegible entries will be invalid.
10. All entries become the property of the Promoter. The Promoter reserves the right to verify the validity of entries and to disqualify any Participant who is found to have tampered with the entry process or submitted an entry that is not in accordance with these terms and conditions.
11. There is no limit to the number of entries a Crypto.com VISA Debit Card holder can submit for the Competition.

Prizes

12. There are four (4) Prizes in total, two (2) for each Jurisdiction. The Prizes are as follows:

- For Australia Participants:
 - one (1) prize for two (2) people over 18 years old at the start of the Competition Period to the FIFA World Cup Qatar 2022™ finals (Final match and 3rd place match); and one (1) prize for two (2) people over 18 years old to the FIFA World Cup Qatar 2022™ Semi Finals.

- For Singapore Participants,
 - one (1) prize for two (2) people over 18 years old at the start of the Competition Period to the FIFA World Cup Qatar 2022™ finals (Final match and 3rd place match); and
 - one (1) prize for two (2) people over 18 years old to the FIFA World Cup Qatar 2022™ Semi Finals.

each, a “**Prize**”.

13. The total Prize pool (at the time of the publication of these Terms and Conditions) is valued at SGD 38,000 (in respect of Singaporean Participants) and AUD 40,600 (in respect of Australian Participants)

14. Each Prize is a package for two (2) persons over 18 years old at the start of the Competition Period to the FIFA World Cup Qatar 2022™ which comprises:

- one (1) pair of tickets to the relevant abovementioned match(es);
- one (1) pair of economy class return airfares from Melbourne or Sydney (for Australian Participants) or Singapore (for Singaporean Participants) to Qatar on an airline to be nominated by the Promoter, with the return flight scheduled within five (5) days of the first flight;
- a pair of return airport transfers in Qatar to and from Airport/Hotel;
- four (4) nights’ accommodation in a hotel to be nominated by the Promoter; and
- meals at the designated area of the hotel nominated by the Promoter.

How the winners are chosen

15. The winning entries will be selected by the Promoter on 12 November 2022, and the selection will be based on the originality and the selection will be based on the originality, crypto-savviness and creative merit of the Form Responses. The most original, crypto-savvy and creative Entries as determined in the sole discretion by the Promoter will be selected to win.

16. The winning Entry will be chosen by a panel comprising duly qualified representatives of the Promoter, as selected by the Promoter in its sole and absolute discretion and a third party independent judge.

17. Any Transactions that are executed through bad practices in the Promoter’s absolute sole determination, including but not limited to wash trades, false trading, or self-dealing, will not be counted towards the Participant’s total Transactions.

18. The duly qualified representatives of the Promoter will have the final decision and no correspondence will be entered into.

19. This Competition is a game of skill only, and chance plays no part in determining winners.

20. The winning entries will be matched to Crypto.com VISA Debit Card holders to establish whether or not ten (10) valid VISA Transactions were made by those persons during the Competition Period.

21. If any of the winning entries are determined to be ineligible, then a new entry will be chosen on the same terms.

Personal Information and IP

22. By participating in the Competition, Participant (including the Winner(s)) acknowledges having read Crypto.com's Global Marketing Privacy Notice published at <https://crypto.com/privacy/marketing>, and by clicking the "Submit" button on the Google Sign Up Form, you agree that the Promoter will collect, use and disclose the personal information (as defined under applicable data protection laws) provided by you for the purposes of facilitating the conduct of the Competition, providing updates of the Competition, identity verification, assessing the Participant's eligibility to participate in the Competition, prize draw, ticket issuance, hotel accommodation booking and prize delivery.

23. The Winner(s) and/or their nominated travel companion(s) may be required to provide personal information including, proof of identity, date of birth, residential address, nationality, identification information, photo for the purposes stated herein. Failure to comply with this may have consequences to the Participant's Entry, such as, the Participant may not be able to redeem the Prize.

24. The personal information provided by you may be shared, disclosed and transferred to if applicable: -

- VISA for the purposes of ticket issuance and hotel booking;
- The organizers of the FIFA World Cup Qatar 2022 Competition for the purpose of ticket issuance; and/or
- Third-parties for the purpose of hotel booking and logistics.

25. The Participant is responsible for making sure that the personal information provided is correct, accurate and complete. A request to access, correct and enquire any personal information should be directed to the Promoter. The Promoter will delete and destroy any entry and/or response that is incomplete, incorrectly submitted, corrupted, illegible or misdirected whether due to omission, error, alteration, deletion, destruction or disruption.

26. The Participant acknowledges that their nominated travel companion(s) agrees that their personal information will be collected, used and disclosed to us and other third-parties for the purposes listed above, and that they have read and understood Crypto.com's Global Marketing Privacy Notice.

27. The Participant's personal information will not be retained for longer than it is necessary as prescribed by relevant data protection laws. The Promoter will ensure that reasonable security safeguards and measures are in place to protect and secure your personal information from data breach and/or data loss. The Participant may access, correct and withdraw consent and request the Promoter to stop using, processing and/or disclosing their personal information for any or all of the purposes listed above by submitting their request in writing or via email to the Promoter at dpo@crypto.com. The Promoter will respond within thirty (30) days of receipt, and provide reason(s) if the Promoter is not able to do so.

28. You may contact the Promoter at dpo@crypto.com regarding any query, request or complaint in relation to the Promoter's processing of your personal information at any time.

29. For Participants in Singapore: The Promoter may collect or use the Participant's personal information, or disclose existing personal information for secondary purposes that differ from the primary purpose which it had originally collected for pursuant stated hereinabove. If we intend to rely on deemed consent by notification for such secondary purposes, we will notify you of the proposed collection, use or disclosure of the Participant's personal information through appropriate mode(s) of communication. The Promoter will assess and determine that the collection, use and disclosure of the personal information will not likely have an adverse effect on the Participant. A reasonable period to inform the

Promoter if you wish to opt-out of the collection, use and disclosure of your personal information for such purposes will be given. After the lapse of the opt-out period, you may notify us that you no longer wish to consent to the purposes for which your consent was deemed by notification by withdrawing your consent for the collection, use or disclosure of your personal data in relation to those purposes.

In compliance with the PDPA, we may collect, use or disclose your personal information without your consent for our legitimate interests or for the legitimate interests of another. In relying on the legitimate interests exception of the PDPA, we will assess the likely adverse effects on the individual and determine that the legitimate interests outweigh any adverse effect.

We may transfer, store, process and/or deal with your personal information outside Singapore as we may share your personal data within Foris Group and/or to other external third party service providers, as the case maybe, which will involve transferring your personal information outside Singapore or the origin of where your personal data is collected. In any event, we will comply with PDPA and other applicable data protection and privacy laws and we will take steps to ensure that your personal data continues to receive a standard of protection that is at least comparable to that provided under the PDPA.

The consent that you provide for the collection, use, processing and disclosure of your personal information will remain valid until such time it is being withdrawn by you in writing. You may withdraw consent and request us to stop using, processing and/or disclosing your personal information for any or all of the purposes listed above by submitting your request in writing or via email to our Data Protection Officer at dpo@crypto.com.

Upon receipt of your written request to withdraw your consent, we may require reasonable time (depending on the complexity of the request and its impact on our relationship with you) for your request to be processed and for us to notify you of the consequences of acceding to the same. In general, we shall seek to process your request within thirty (30) business days of receiving it.

Please note that depending on the nature and extent of your request, we may not be in a position to continue processing your registration or participation (as the case may be) which you have requested. We shall, in such circumstances, notify you before completing the processing of your request. Should you decide to cancel your withdrawal of consent, please inform us in writing in the manner described herein.

Please note that withdrawing consent does not affect our right to continue to collect, use, process and/or disclose personal data where such collection, use, processing and/or disclosure without consent is permitted or required under applicable laws.

Prize Terms

30. Prizes can only be claimed by winners and their nominated travel companion if both parties are over 18 years of age on 21 October 2022.

31. The Promoter reserves the right to request a Prize winner to provide proof of identity prior to awarding a Prize. Identification considered suitable for verification is at the discretion of the Promoter. If the winner cannot provide the required proof of identification as set out in this condition, he/she forfeits all Prize entitlements, and the Prize will be awarded to the next most creative, crypto-savvy and original Entry submitted.

32. The Promoter reserves the absolute right to disqualify any Participant and/or refuse to award a Prize where, in its absolute discretion, it believes that particular person is in a breach of any of these terms and conditions, and/or the applicable Conditions of Use of his/her Crypto.com VISA Debit Card, or may bring disrepute to the Promoter.

33. Cash advances are not included in this Competition. The Prizes do not include any stipend or spending money. Winners will need to arrange their own transportation to the corresponding departure city for each flight.
34. Neither the Promoter, VISA, their employees nor their agents shall be responsible for any incomplete, lost, late or misdirected entries, including entries that were not received due to any failure of hardware, software, or other computer or technical systems.
35. Winners are responsible for consulting their personal physician regarding any vaccination or inoculations that may be required for travelling to Qatar and obtaining such as required.
36. All alcoholic drinks and all food and beverages not included in the meals pre-arranged by the Promoter will be at the winner's expense.
37. For the avoidance of doubt, the Prizes do not include any accessories or items that may be shown for illustrative purposes on any leaflet, poster or other promotional visual, asset or item.
38. The winner and the winner's travel companion will be required to sign a form to release the Promoter and VISA from and indemnify the Promoter and VISA against, any and all liability arising from the use of, or participation in, the Prize.
39. Booking and confirmation of the Prize will be handled on behalf of the Promoter by its nominated travel provider.
40. No changes or alterations to the Prize package by the winner will be permitted. The Prize is non-negotiable, non-transferable and non-refundable.
41. All elements of the Prize shall be provided to the winner and his/her nominated travel companion on an as-is and as-available basis, and the Promoter makes no representations or warranties, whether express or implied, as to any elements of the Prize and its suitability for the winner or the winner's travel companion. The Promoter accepts no liability for any loss or damage howsoever caused, including but not limited to indirect, incidental, special, punitive or consequential loss or damage (with the exception of death or personal injury caused by Promoter's own negligence) suffered or sustained in connection with the Prize.
42. Taxes, levies and surcharges are included in the Prize except where local airport charges are collected at departure. The winner and the winner's nominated travel companion shall be solely responsible for any such applicable taxes.
43. Winners and the winners' travel companions are solely responsible for ensuring they are fit to travel and are in possession of all documentation required to undertake travel. In particular, applying for and obtaining an appropriate visa for travel to Qatar is the responsibility of the Prize winner and all travel visas (Haaya Card) must be approved no later than 7 day prior to departure.
44. Spending money and any other ancillary costs, including but not limited to, any applicable travel insurance and airport departure taxes, not listed in the Prize description above are the responsibility of the winner and his/her nominated travelling companion.
45. The Promoter shall not be responsible if, for any reason, any winner or their nominated travel companion is unable to travel or otherwise obtain the benefit of any element of the Prize. Without limiting the generality of the foregoing, the Promoter shall not be responsible where the winner or the winner's travel companion is unable to obtain the benefit of the Prize due to Covid-19 symptoms, testing positive for Covid-19, insufficient vaccination documentation and/or the failure to overcome any Covid-19 related restrictions imposed by third parties.

General Terms

46. Winning entries shall be chosen on 12 November 2022 and the winners shall be announced by 14 November 2022.

47. If a winner cannot be contacted within 3 days of the announcement date, a replacement winner will be chosen on the same terms and conditions as the original draw.
48. The Prizes must be redeemed in accordance with these terms and conditions.
49. The Promoter reserves the right to replace any Prize component with a prize of equivalent value if for any reason any of the Prize components become unavailable.
50. If an act, omission, event or circumstance occurs which is beyond the reasonable control of Promoter and which prevents Promoter from complying with these terms and conditions, Promoter will not be liable for any failure to perform or delay in performing its obligations. Promoter reserves the right to modify, delay, postpone or cancel the Competition in the event of circumstances outside of its reasonable control.
51. All decisions made by the Promoter are final.

Other information about the Competition

52. "VISA" refers to Visa Worldwide Pte Limited.
53. The "Promoter" or "Crypto.com" refers to the relevant Crypto.com entity that provides you with the Crypto.com VISA Card, as follows:
For Participants in Australia: Foris GFS Australia Pty Ltd; or
For Participants in Singapore: Foris Asia Pte. Ltd. .
54. Employees of the Promoter, their families and employees of associated agencies are not permitted to enter.
55. If this Competition is not capable of running as planned for any reason that corrupts or affects the administration, security, fairness or proper conduct of the Competition, the Promoter reserves the right in its sole discretion to cancel, terminate, modify, or suspend the Competition, subject to any written directions of any relevant authority. The exercise by the Promoter of any of the foregoing rights will be announced on <https://crypto.com/events/fifa2022-VISA-campaign>, and upon such announcement, all Participants will be deemed duly notified of such occurrence. For the avoidance of doubt, the Promoter shall not be liable to any losses suffered by Participants, potential winners or selected winners of this Competition as a result.
56. Prizes are not transferable, not exchangeable and may not be redeemed for cash. If any winner declines or is unable to accept the Prize as offered, Crypto.com may select another person to take their place at its sole discretion.
57. **THE PROMOTER AND VISA, THEIR RELATED COMPANIES AND THEIR RESPECTIVE OFFICERS, EMPLOYEES, CONTRACTORS AND AGENTS SHALL NOT BE LIABLE FOR ANY LOSS OR CLAIM, ACTION, DEMAND, LIABILITY, DAMAGE, COST, EXPENSE OR PERSONAL INJURY WHATSOEVER (INCLUDING BUT NOT LIMITED TO ANY DIRECT, INDIRECT OR CONSEQUENTIAL LOSS), INCURRED, SUFFERED OR SUSTAINED BY ANY PERSON OR ENTITY (WITHOUT LIMITATION) IN CONNECTION WITH, OR ARISING FROM, THIS COMPETITION OR THE ACCEPTANCE OR USE OF ANY PRIZE OR THE ACTS OR OMISSIONS OF ANY THIRD PARTY, EXCEPT THAT WHICH CANNOT BE EXCLUDED BY LAW (IN WHICH CASE THAT LIABILITY IS LIMITED TO THE MAXIMUM EXTENT ALLOWABLE BY LAW).**
58. These terms shall be governed by the laws of the Participant's Jurisdiction, as follows:

For Participants in Australia: These terms shall be governed by and construed in accordance with the laws of Victoria, Australia. Any dispute, controversy or claim arising out of, relating to or in connection with this contract, including any questions regarding its existence, validity or termination, shall be resolved by arbitration in accordance with the ACICA Expedited

Arbitration Rules. The seat of arbitration shall be Melbourne, Australia. The language of the arbitration shall be English.

For Participants in Singapore: These terms shall be governed by and construed in accordance with the laws of Singapore. Any dispute arising out of or in connection with these terms, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration administered by the Singapore International Arbitration Centre ("**SIAC**") in accordance with the Arbitration Rules of the Singapore International Arbitration Centre ("**SIAC Rules**") for the time being in force, which rules are deemed to be incorporated by reference in this clause. The seat of the arbitration shall be Singapore, and the Tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

59. Except where prohibited by law, Participant agrees that: (1) ANY DISPUTE, CONTROVERSY OR CLAIM ARISING OUT OF OR RELATING TO THE COMPETITION OR ANY PRIZE AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) unless both Participant and Promoter agree in writing, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of class or representative proceeding; (3) judgment upon any award rendered may be entered in any court having jurisdiction thereof; and (4) any award or judgment shall be subject to all limitations and releases set forth in these terms and conditions and be limited to actual out of pocket damages, and shall not, in any event, include any punitive, exemplary, consequential or incidental damages, attorney's fees or costs of bringing a claim, or any injunctive or other equitable relief. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.