

Conditions of participation for the "FAIRTIQ Campaign with Visa" competition

1) Subject

1.1 These conditions of participation regulate the participation in the prize draw of the

FAIRTIQ AG, Aarbergergasse 29, 3001 Bern, Schweiz, hereinafter referred to as "FAIRTIQ" or the "Organizer",

with the cooperation of

VISA Europe Limited, 1 Sheldon Square, London, W2 6TT, United Kingdom, hereinafter referred to as "Visa" for the organizational handling of the prize draw, in particular with regard to the awarding of the 1st place prize.

1.2 By registering and participating in the competition, participants accept these conditions of participation.

2) Conditions of participation of the prize draw

2.1 The competition begins on **01.09.2023 and ends on 31.10.2023**. Participants can register for the competition during the participation period at fairtiq.com/visa or fairtiq.com/visavrs. Participation in the competition is only possible during this period or will only be considered during this period.

2.2 Eligible are persons who have their residence in Germany and are at least 18 years old. Excluded are all persons involved in the conception and implementation of the competition, employees of the organizer and Visa as well as their family members.

2.3 In addition, participants must meet the requirements listed below in their entirety, i.e.:

- Be registered in the FAIRTIQ App or VRS eezy.nrw App (hereinafter collectively referred to as the "App") with a valid email address; and
- Have a Visa card registered as the main payment method in the App; and
- Have completed at least one trip with the App in one of the six participating partner regions in Germany between 01.09.2023 and 31.10.2023. The trip counts, provided that:
 - A trip on public transport and the check-in and check-out in the app was completed correctly at two different stops and the trip could be charged correctly;
 - The trip was made in one of the six following public transport associations: North Rhine-Westphalia (NRW), Karlsruher Verkehrsverbund (KVV), Verkehrsverbund Mittelthüringen (VMT), Verkehrsverbund Bremen (VBN), Regio Verkehrsverbund Freiburg (RVF) and Verkehrsverbund Stuttgart (VVS).
 - The user has paid for the corresponding trip(s) with the registered Visa card.

2.4 Participation in the prize draw itself is free of charge, only the regular costs for the trips made with the FAIRTIQ app apply. The organizer will keep participants informed about the competition during the participation period and notify the winners. If participants do not wish to receive further information about the prize draw, they can unsubscribe from receiving these messages via the link at the end of the emails. If in this case it is not possible to notify the participants of the prize, the participant concerned will not be able to win.

3) Subject of the Prizes, Determination of the Winners, Notification of the Winners and Settlement of the Prizes to the Winners

3.1 The winners determined after the conclusion of the prize draw will receive the following prizes:

Place (determined by random draw)	Maximal number of winners	Price (No cash payment)
1st Place	1x	<ul style="list-style-type: none"> ● Trip to the Olympic Games Paris 2024 (France) with 2 nights accommodation for 2 people. ● The package includes:

		<ul style="list-style-type: none"> • 2 nights at Novotel Les Halles (3-star)(or comparable) • 2x pre-selected event tickets (tickets category B) • Paris Tourist Pass (e.g. Hop-on, Hop-off) • Visa concierge at the hotel • Transfer airport/train station in Paris on arrival and departure (via Motorcoach) • Breakfast and snack in hotel • Paris Metro Card for transfer to the Olympic Games event • Amenities (value: approx. \$400) • On-site support staff (security/medical) • Travel expenses between a major German city (by visa arrangement) and Paris - up to a maximum value of €1,000 total. <p>The price does NOT include any services not listed above, including but not limited to:</p> <ul style="list-style-type: none"> • Any expenses/meals, events and/or activities outside of the program. • Hotel incidentals • Passport and/or visa • Other costs and fees
2. - 3. Place	12x (2 per Region)	EUR 500 FAIRTIQ-credit per winner, valid for 5 years
4. - 6. Place	12x (2 per Region)	EUR 300 FAIRTIQ-credit per winner, valid for 5 years
7. - 9. Place	12x (2 per Region)	EUR 100 FAIRTIQ-credit per winner, valid for 5 years
10. Place	12x (2 per Region)	EUR 50 FAIRTIQ-credit per winner, valid for 5 years

The FAIRTIQ credit can be used in all regions of Germany in which the FAIRTIQ app is valid for public transport, see

<https://fairtiq.com/en/passengers/area-of-validity>

3.2 Payment of the prize in cash, its exchange or transfer to other persons is excluded. The prize for the 1st place of the competition will be handed over to the participant directly by Visa or the agency commissioned by Visa. The public transport credits for places 2 to 10 will be credited directly to the winning participant's app account by FAIRTIQ.

3.3 The (potential) winners of the individual prizes will be determined in the course of October 2023 by an independent EDP-controlled lottery procedure (random drawing). The 1st place will be drawn across all regions. For 2nd through

10th place, 2 winners per region will be drawn. A maximum of one prize can be won per participating person.

3.4 The participants will be notified of the prizes promptly by e-mail to the e-mail address stored in the FAIRTIQ app and requested to confirm acceptance of the prize within a period of 4 weeks. If the contact options provided are incorrect (e.g. invalid e-mail addresses) or the delivery of the message is not possible for technical reasons on the part of the participant (e.g. receipt in the spam folder), the organizer is not obliged to make further or other delivery attempts. Any disadvantages resulting from the provision of incorrect contact data or technical errors on the part of the participant shall be borne by the participant.

3.5 If a participant renounces or does not confirm acceptance of the prize within a period of 4 weeks, the prize will be forfeited without replacement. In this case, the organizer reserves the right to determine another winner by means of an independent EDP-controlled lottery procedure (random draw). The random draw per region follows the same pattern as described in 3.4.

4) Premature termination, adjustment or modification of the competition and exclusion of participants

4.1 The organizer is entitled to make adjustments at any time and to suspend, cancel, prematurely terminate or extend the competition due to internal and external circumstances (e.g. force majeure and technical malfunctions, the shutdown of websites/applications, manipulation by third parties/participants, or in the event of other important reasons) without this giving rise to any claims by participants against the organizers.

4.2 The organizer reserves the right to exclude participants from the competition if abuse and/or violations of these conditions of participation are suspected or established.

5) Liability

5.1 The organizer shall be liable without limitation for damages caused by gross negligence or intentional misconduct as well as for damages resulting from injury to life, body and health as well as cardinal obligations, i.e. such obligations

that are so important for a party that a continuation of the contract would be unreasonable without their compliance. In the event of a slightly negligent breach of cardinal obligations, FAIRTIQ shall, however, only be liable for the foreseeable damage typical for the contract. Furthermore, liability under the Product Liability Act shall remain unaffected. Compensation for slight negligence is excluded to the extent permitted by law.

5.2 Insofar as the liability of the organizers is excluded or limited, this also applies to the personal liability of employees, representatives and vicarious agents of the organizers.

6) Miscellaneous

6.1 The organizer is solely responsible for the implementation of the prize draw. Visa and the cooperation partners (VBN, EVAG/VMT, KVV, RVF, S-Bahn Stuttgart, KVB/VRS) are not responsible for the implementation of the competition. The organizer or Visa are not liable for any postponement, cancellation or change of the Olympic event included in the 1st prize.

6.2 By accepting the prize, the winning person accepts all conditions applicable to this prize. If the redemption of the 1st prize is not possible due to an act or omission of the winner or his or her accompanying person, the claim to the prize will lapse and the organizer also reserves the right to determine another winner by means of an independent EDP-controlled lottery procedure (random draw).

6.3 The prize is non-transferable, i.e. the winning participants may not resell or otherwise transfer the prize. In the event that the prize or any of its components are not available, the Promoter reserves the right, at its sole discretion, to substitute it with a prize of equal or greater value.

7) Exclusion of legal recourse

The legal process is excluded for the implementation and coordination of the prize draw.

8) Validity of the General Terms and Conditions of the FAIRTIQ App

In all other respects, the [General Terms and Conditions](#) and [Privacy Policy](#) for the purchase and use of the FAIRTIQ App and FAIRTIQ electronic tickets, as well as [Visa's Privacy Policy](#) for the use of Visa cards, shall apply.

9) Applicable law

The competition is governed exclusively by Swiss law. However, the statutory provisions limiting the choice of law and the applicability of mandatory provisions, in particular of the state in which the customer has his habitual residence as a consumer, shall remain unaffected. The exclusive place of jurisdiction for all disputes between FAIRTIQ and the Customer shall be Bern (Switzerland), if applicable.