

eMAG Cobranded Card "Loyalty Program Regulation (*"the Regulation"*)

SECTION 1. THE ORGANIZERS

The "eMAG COBRANDED CARD" ("the Program") is organized and carried out in partnership by: **"FIRST INVESTMENT BANK" AD**, a company duly incorporated and existing under the laws of Republic of Bulgaria, registered with the Bulgarian Commercial Registry under UIC No. 831094393, having its seat and address at: 37 Dragan Tsankov Blvd., "Izgrev" District, 1797 Sofia, Bulgaria, represented by: represented by Nikola Bakalov – Chief Executive Director and Ralitsa Bogoeva - Executive Director and CRBO referred to as **"the Bank"**).

And

eMAG INTERNATIONAL OOD, a company duly incorporated and existing under the laws of Republic of Bulgaria, registered with the Bulgarian Commercial Registry under UIC No 203187055, having its seat and address at Sofia 1750, Mladost Region, Mladost I Subregion, 40 Tsarigradsko Shose Blvd., Europark, floor 6, Bulgaria. Tax identification number BG203187055, represented by Andrei Popescu, as Managing Director, referred to as **"eMAG"**

collectively referred to below as "Organizers"

SECTION 2. DEFINITIONS.

2.1 **"The eMAG COBRANDED CARD loyalty program"/"the Program"** - is a loyalty mechanism developed and administered by eMAG together with the Bank, and addressed to the **Cobranded Card Users**, individuals who hold an eMAG Account and legitimately use the **Cobranded Card**, to **pay online** for the eligible goods/services ordered and registered in an **eMAG Account**. The program does not apply to physical POS payments.

2.2 **The Cobranded Card** - is a credit card in BGN, issued by the Bank at the request of the **Cobranded Card User**, in partnership with eMAG.

2.3. **eMAG Account** - is that individual account of an eMAG Client (hereinafter referred to as "eMAG Account Holder"), which for the purpose of participating in this Program is **associated to a Cobranded Card**; the eMAG Account is identified by an **e-mail address**, both the account and the email address being defined under Terms and Conditions on the eMAG Platform (the website www.emag.bg, www.emag.bg, m.emag.bg and the eMAG app). The eMAG Account Holder may change the e-mail address for the eMAG Account, declared for the purpose of registration in this Program, without affecting the rights and obligations related to the eMAG Account initially declared in the Application for issuing the Cobranded Card. The modification can be made from the eMAG Account exclusively, accessed on www.emag.bg, m.emag.bg and on the eMAG app.

2.4 **Cobranded Card User (User)**- The individual who uses a **Cobranded Card** under an agreement.

2.5 **eMAG Loyalty Point / eMAG Point** - represents a non-monetary **benefit** (hereinafter referred to as "**eMAG Point**"), having a value expressed in money equivalence (**BGN 1 for each Point**), granted by eMAG to the **eMAG Account Holder** by crediting the eMAG Account; it may be used by the eMAG Account Holder in accordance with this Regulation.

2.6 **The eMAG Account Holder** - is, under this Regulation, the beneficiary of eMAG Points.

SECTION 3. DURATION, INTERRUPTION AND TERMINATION OF THE PROGRAM

3.1. The Program is carried out by 25.10.2023 at the latest.

3.2 In the event of force majeure the Program may be suspended for specified periods or terminated.

3.3 The program may be suspended or terminated by a mutual decision of the Organizers communicated on the Bank's official website www.fibank.bg and on the eMAG website, www.emag.bg. The eMAG points accumulated in the eMAG Account may be used for a period of 30 days from the effective termination of the Program.

3.4 The decisions to suspend or terminate the Program may affect the following:

a) the accumulation of benefits mentioned in this regulation;

- b) the use of the benefits indicated in this regulation;
 - c) both regarding the accumulation and the use of benefits mentioned in this regulation,
- as shall be subject to specification into the Termination notice to users mentioned above.

SECTION 4. THE RIGHT TO ENROLL. CONDITIONS OF REGISTRATION

4.1 Any Cobranded Card User, who legitimately uses the Cobranded Card to pay online for the eligible goods / services ordered from the eMAG Account, may enroll in this Program.

4.2. Participants are obliged to observe the terms and conditions of this Regulation.

The right to receive the benefits detailed in this Program applies starting with the activation of the Cobranded Card and its successful association with an eMAG Account.

SECTION 5. PROGRAM MECHANISM

The eMAG Points are generated only by the payments made online with a Cobranded Card for the payment of orders placed in an eMAG Account, associated to a Cobranded Card.

5.1 eMAG POINTS

5.1.1 **The eMAG Point** is granted to the eMAG Account Holder, who is also a Cobranded Card User, for the payment of **eligible goods and services**, ordered in the eMAG Account and paid online with a Cobranded Card.

5.1.2 **The goods and services eligible for granting eMAG Points are detailed under article 7.2.** of this Regulation, and can be ordered from both eMAG and eMAG partners registered on the eMAG Marketplace platform.

5.1.3 **The eMAG Points granted under this Regulation can be used** by the eMAG Account Holder for the full or partial payment of eligible goods and services, sold by eMAG on www.emag.bg, m.emag.bg and on the eMAG app and for orders placed through eMAG Call Center.

If the eMAG Points only partially cover the value of the goods/services acquired, the eMAG Account Holder will use any other payment method made available on the eMAG Platform to pay the difference.

5.1.4 eMAG Points cannot be used for:

- a) the payment of goods and services sold by eMAG partners registered on the eMAG Marketplace platform (Marketplace sellers);
- b) the payment of goods and services in the "Coins and Investment Gold" ;
- c) the payment of the goods and services for which the respective Points are granted in the eMAG Account, meaning that the eMAG Points accumulated for an order may be used only for the payment of subsequent orders, made following the date of generation of the eMAG Points in the eMAG Account;
- d) the purchase of gift cards issued by eMAG;

5.1.5 If the eMAG Account Holder changes the **e-mail** address declared for the purpose of opening the eMAG Account, the eMAG Points accumulated up to the date of the modification in the eMAG Account defined by the respective e-mail address remain at his disposal, and can be used by the eMAG Account Holder whose e-mail address has been modified, according to this Regulation.

5.1.6 The eMAG points available in the eMAG Account will be deleted if the eMAG Account User decides to delete the eMAG Account.

5.1.7 eMAG points are not transferable to any other eMAG Account and cannot be converted into cash.

5.1.8 **A maximum of 250 eMAG Points** can be accumulated in the eMAG Account on a monthly basis per calendar month.

SECTION 6. CALCULATION AND ACCUMULATION OF eMAG POINTS

6.1 **The eMAG points awarded for orders** in accordance with this Regulation are determined by applying the specific Percentage, mentioned in the table in Section 7 below, as applicable:

- When for payment no previously accumulated eMAG Points are used: **at the value of the eligible products and/or services undiminished** by any possible value incorporated in any other type of discount voucher accepted by eMAG;
- When previously awarded eMAG Points are also used for payment: **at the value of the products and/or services undiminished by the value of the eMAG Points used for payment.**
- When only eMAG Points are used for payment: **no eMAG Points will be awarded.**

6.2 The number of eMAG Points is calculated per eligible product/service, taking into account the number of ordered pieces. If the result of the calculation is a decimal number, it will be adjusted as follows: by rounding down, when the value of the decimal is less than or equal to 49, respectively by rounding up, when the value of the decimal is greater than or equal to 50.

The minimum value that can be awarded in eMAG Points is 1 point.

6.3 Example of calculating the number of eMAG Points:

a) for a product/service worth BGN 500 from the category Sports & Outdoor Activities:

$500 \times 3\% = 15,00$; Allocated loyalty points = 15;

b) for a product/service worth BGN 490 from the category Sports & Outdoor Activities:

$490 \times 3\% = 14,7$; Allocated loyalty points = 15;

c) for a product/service worth BGN 480 from the category Sports & Outdoor Activities:

$480 \times 3\% = 14,4$; Allocated loyalty points = 14;

6.4 **The eMAG points** are allocated to the **eMAG Account within maximum 7 business days from the date of the payment** for the order of eligible products/services that generates them, after the invoice for the respective order has been issued.

6.5 **eMAG** may decide not to grant/to cancel eMAG Points generated by transactions reported/identified as fraudulent, when eMAG after its own internal collecting of information establishes, upon its own discretion, that there is sufficient ground to consider any transactions under the present Regulations, as subject to misleading, deceiving or fraud.

6.6. **The eMAG points granted** for orders that are subsequently partially or fully canceled/returned, are **withdrawn/canceled** from the eMAG account.

6.7 If, upon the withdrawal of the eMAG Points granted on the basis of the partially or fully canceled/returned order, the balance of the eMAG account is lower than the value of the eMAG Points to be withdrawn, there will be a **negative balance** in the eMAG account.

The eMAG points issued for subsequent orders will cover the negative balance of the account as they accumulate until reaching a possible positive balance of eMAG Points.

6.8 In case of **returning a product** from an order with several products, for which the User has received eMAG Points, only the **eMAG Points related to the returned product will be withdrawn from the User's Points Balance**.

6.9 **The eMAG Points** used by the Users for the value of **orders** which are **subsequently canceled**, will be **returned to the User balance**.

6.10 In the event of **returning a product** from an order with several products, for which the User has used eMAG Points, **the eMAG Points related to the returned product will be returned to the User**.

SECTION 7. POINT VALUE

7.1 **An eMAG Point** has a value of **BGN 1 (one)**.

7.2 **The specific percentage** allocated by eMAG for the calculation of **eMAG Points** is:

Department	Sub-department	Percentage
Мода	Всичко	10%
Книги, Офис & Храни	Всичко, с изключение на музика	3%

Спорт & свободно време	Всичко	3%
Услуги	Всичко	3%
Дом, Градина & Petshop	Почистване и поддръжка	3%
Дом, Градина & Petshop	Готвене и сервиране	3%
Дом, Градина & Petshop	Декорации	3%
Дом, Градина & Petshop	Мебели & Матраци	3%
Дом, Градина & Petshop	Градински мебели	3%
Дом, Градина & Petshop	Коледна украса	3%
Дом, Градина & Petshop	Домашен текстил и килими	3%
Авто & Направи си сам	Електрическо оборудване	2%
Авто & Направи си сам	Градинска техника	2%
Авто & Направи си сам	Санитария	2%
Авто & Направи си сам	Строителни материали	2%
Здраве и красота	Всичко	2%
Играчки & Детски артикули	Всичко	2%
Малки електроуреди	Всичко	2%
Големи електроуреди	Всичко	2%
Дом, Градина & Petshop	За домашните любимци	2%
Авто & Направи си сам	Поддръжка и автокозметика	1%
Авто & Направи си сам	Електрически превозни средства	1%
Авто & Направи си сам	Гуми & Джанти	1%
Авто & Направи си сам	Автомобилна електроника	1%
Авто & Направи си сам	Осветление & Електроматериали	1%
Авто & Направи си сам	Автомобилни крушки и акумулатори	1%
Книги, Офис & Храни	Музика	1%

ТВ, Аудио & Фото	Всичко	2%
Gaming	Всичко	1%
Компютри & Периферия	Всичко	2%
Телефони, Таблети & Лаптопи	Всичко	2%
Подаръчни ваучери	Всичко	0%
Монети и инвестиционно злато	Всичко	0%

SECTION 8. POINTS EXPIRATION

8.1 **eMAG points can be used at any time during the Program**, but no later than their expiration date, mentioned under Section 9.

8.2 **After termination of the Program**, as well as in the case of **termination / modification of the Agreement for issuing the Cobranded Card** (by changing the type of credit card) concluded between the Bank and the Cobranded Card User during the Program, **the Holder of the eMAG Account** in which the eMAG Points were generated **may continue to use the eMAG Points accumulated in the eMAG Account for the payment of goods / services for a period of 30 days from such termination / modification.**

SECTION 9. VALIDITY OF POINTS

9.1 **eMAG Points are valid for 1 year** from the date of their accumulation in the eMAG Account.

9.2 **The eMAG points** accumulated and not used until the expiration of their validity, can no longer be used for the payment of goods/services, offered by eMAG, and cannot be converted into cash or transferred to another eMAG account.

SECTION 10. POINT BALANCE

10.1 **The eMAG Account Holder** can find out information about the number and value of the accumulated eMAG Points on their eMAG Account.

SECTION 11. PERSONAL DATA PROCESSING

The personal data of the data subjects (Cobranded Card Users) will be processed in accordance with the legal provisions regarding the protection of persons regarding the processing of personal data and the free movement of such data.

The categories of personal data that are the subject of the processing, as well as the purpose of the collection and processing, to which the data subjects have expressly consented are those mentioned in the personal data processing agreement, in relation to the Bank, respectively in relation to eMAG.

Cobranded Card Users, as data subjects, are notified by this Regulation that in relation to the Organizers (controllers) /processors, the following rights they have under GDPR are guaranteed: the right to information, the right to access data, the right to intervene on data and the right to object, the right not to be subjected to an individual decision-making, the right to address justice and/or the National Supervisory Authority for Personal Data Processing.

Cobranded Card Users have the right to request, by a written request or e-mail addressed to the Bank or eMAG, as the case may be, the modification, deletion or update of personal data according to the provisions of the applicable in Bulgaria Personal Data Protection legislation.

Cobranded Card Users have the right to obtain, upon request and free of charge, the confirmation that the data concerning them are or are not processed by it and they also have the right to object at any time to their data being the subject of processing.

The modification of the agreement option for the processing of personal data and the exercise of the rights guaranteed by law can be made in writing, by submitting to the operator a request with this purpose.

With regard to the particularities of the Cobranded Card, any possible request for modification of the agreement option for the Organizers processing the personal data will be made by the Cobranded Card User, taking into account the need to change the type of credit card (from the Cobranded Credit Card to the Standard credit card) or, as the case may be, the need to waive the Credit Limit, made in compliance with the conditions of the credit card Agreement.

The Organizers ensure the confidentiality of the personal data processed in accordance with the agreement expressed by the Cobranded Card User and according to the legal provisions.

The access to the information regarded as confidential will be limited to those persons, who by the nature of the activity carried out, must become aware of this information in order to meet the objective, the legal relations between the Organizers.

These persons are bound to observe the confidential nature of such information, assuming in turn the obligation to ensure and maintain the confidentiality of such data and information and to process them in accordance with the law.

Personal data processing by eMAG

11.9 By enrolling in this Program, Cobranded Card Users agree to their personal data being included in the eMAG Partner database and expressly and unequivocally agree that their personal data will be used in any way permitted by the applicable Data Protection Legislation in Bulgaria, knowing that this database is constituted for organizing the Program.

11.10 In order to exercise the aforementioned rights, the data subject can request this to eMAG, by sending an e-mail at: data.protection@emag.bg:

Personal data processing by the Bank

11.11 By enrolling in this Program, Cobranded Card Users agree to their personal data being included in the Bank's database and expressly and unequivocally agree that their personal data will be used in any way permitted by the applicable in Bulgaria Personal Data Protection Legislation, knowing that this database is constituted for organizing the Program.

11.12 In order to exercise the aforementioned rights, the data subject can request this to the Bank, by a written request, dated and signed, sent to the address: dpo@fibank.bg

SECTION 12. LITIGATION

12.1. Any disagreements between the Organizers and Program participants will be resolved amicably or, if this is not possible, they will be submitted to the competent Bulgarian courts in the city of Sofia, in accordance with the provisions of the Bulgarian legislation.

SECTION 13. OTHER PROVISIONS

13.1 The Program Regulation is available, free of charge, on the websites www.fibank.bg and www.emag.bg, for the entire duration of the Program.

13.2 The Organizers reserve the right to modify this Regulation, notifying in advance through the websites www.raiffeisen.ro and www.emag.ro, such changes subsequently entering into force for the future, on the date provided in the published notification.

13.4. This Regulation shall enter into force on **26.10.2020**.

First Investment Bank AD

eMAG International OOD