

Terms and Conditions of the competition

“Bring a friend – win your PS5”

1. General provisions

- 1.1. These Terms & Conditions (“**T&C**”) applies to the organisation and execution of the competition “Bring a friend – win your PS5” (the “**Competition**”).
- 1.2. The organizer of the competition is Era Finance Ltd. (private limited company, company code C 92740, registered at 29/14, Vincenti Buildings, Strait Street, Valletta VLT 1432, Malta) (the “**Organizer**”).

2. Participation in the Competition

- 2.1. The Competition will be held from **10th May, 2021 to 9th June, 2021 (inclusively)**.
- 2.2. Everyone could be a participant of the Competition (the “**Participant**”) – you may already have an account at Bankera (www.bankera.com) or are willing to open it.
- 2.3. In order to participate, succeed and win the prize **PlayStation 5 console (“PS5”)** the Participant must have executed the following conditions:
 - 2.3.1. has an opened account at Bankera and has ordered the Bankera card;
 - 2.3.2. has received a unique Referral link (the “**Referral link**”) in the section “**Invite friends**” available at the customer’s profile;
 - 2.3.3. invite as many friends as possible using the Referral link to open an account at Bankera and order the Bankera card;
 - 2.3.4. press “Like” under this Competition announcement post;
 - 2.3.5. tag a friend with whom the Participant would like to play once he/she has won a brand-new PS5.
- 2.4. The Competition will be won by the Participant that has duly executed the conditions indicated in Articles 2.3.1. – 2.3.5. of the T&C and has invited the most of his/her friends by using the Referral link that during the period indicated in the Article 2.1. of the T&C have successfully become Bankera customers, opened a Bankera account and ordered the Bankera card.
- 2.5. The winner of the Competition will be announced within 3 (three) day after the end of the Competition on Bankera Facebook page. Also, the winner will be contacted directly regarding the delivery of the PS5.
- 2.6. In case the winner of the prize cannot be contacted or does not get back to the Organizer within 3 (three) days after the announcement of the winner has been made, the new winner, elected in accordance with Article 2.4 of the T&C, will be announced.
- 2.7. The prize of the Competition is not replaceable or exchangeable in any way and the Organizer shall not reimburse any expenses related to receiving the price.
- 2.8. Employees of the Organizer, contractors of Bankera project and their employees, as well as, their family members are not eligible to participate in the Competition.
- 2.9. The supervision of the Competition is performed by the representatives of the Organizer.

3. Affirmations and Responsibilities

3.1. By participating in the Competition, the Participant confirms:

- 3.1.1. he/she has duly acknowledged with these T&C, all provisions are understandable and acceptable and he/she has no objections (the Participant who tags a friend is also responsible for the friend's acknowledgement with these T&C);
- 3.1.2. he/she voluntarily participates in the Competition;
- 3.1.3. she/he agrees to be publicly announced and tagged on the Bankera Facebook page in case he/she is the winner of the Competition;
- 3.1.4. he/she is duly informed about its personal data processing due to participation in this Competition;

3.2. By organizing the Competition, the Organizer declares:

- 3.2.1. it is not responsible for the reliability and accuracy of the data of the Participants;
- 3.2.2. it is not responsible for the failure of telecommunications, servers, interfaces, browsers, banks and other financial institutions or organizations;
- 3.2.3. it reserves the right to exclude from the Competition Participants who:
 - 3.2.3.1. perform actions that are in conflict with laws and other legal acts;
 - 3.2.3.2. publish content that offends the business reputation of the Bankera project, the Organizer and/ or honor and dignity of the persons representing or related to the aforementioned subjects;
 - 3.2.3.3. hinder the organisation of the Competition.
- 3.2.4. The Organizer will be released from responsibility for default of its obligations provided that such default was caused by a circumstance which is beyond the Organizer's control, and which could not be foreseen or avoided or such circumstance or its consequences could not be overcome. In this case the Competition could be terminated unilaterally without a prior written notice.
- 3.2.5. The Organizer reserves the right to cancel the Competition or make any other decision regarding the Competition at any time at its sole discretion without prior notifying about it publicly.

4. Intellectual property

- 4.1. All intellectual property rights of the Competition are granted to the Organizer.
- 4.2. Participation in the Competition does not give the Participants any intellectual property.
- 4.3. It is prohibited to infringe any intellectual property rights of the Competition, such as copying, modifying, distributing the Competition material and operating model without the express written consent of the Organizer.

5. Personal data processing

- 5.1. The purpose of the personal data processing of the Participants is to perform the Competition.
- 5.2. The basis of the personal data processing is the legitimate interest of the Organizer to perform the Competition.
- 5.3. The personal data controller is the Organizer.
- 5.4. Personal data recipient: shipping services provider, social network platform.
- 5.5. Sources of the personal data: Participant's referral ID, which lets to distinguish the winner, is provided by UAB Pervesk; name, surname and other contact details are provided by the Participant; Participant's and his/her friend Facebook profile name, comments, emotions and other actions performed on the Bankera Facebook page is processed due to the use of the social network platform together with its operator.
- 5.6. Your personal data that are solely processed by the Organizer will be processed for 14 days after the end of the Competition, unless it is objectively necessary to process personal data longer.
- 5.7. Processing of personal data is a mandatory requirement for the Participant to participate in the Competition and receive the prize in case of the winning.
- 5.8. For more information about rights of the data subject and other data processing conditions please refer to Bankera Privacy Policy <https://bankera.com/privacy-policy/>

6. Complaints

- 6.1. All complaints related to the performance of the Competition should be submitted by the Participants in writing during the Competition, but not later than within 14 (fourteen) days from the announcement of the winner.
- 6.2. Complaints must be sent by registered mail at the address of the Organizer indicated in the Article 1.2. of the T&C.
- 6.3. Complaint is examined within the 30 (thirty) days after receipt of it.
- 6.4. Disputes related to the Competition shall be settled amicably. If the dispute cannot be settled amicably, it shall be settled in a court of general jurisdiction chosen according to the registered address of the Organizer.

7. Contact details

- 7.1. In case of the questions regarding the Competition or these T&C please contact us via e-mail support@bankera.com.