# ( فعة لقدام )Promotion TERMS AND CONDITIONS

#### PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY

## 1 Introduction and agreement to be bound

- 1.1. These Terms and Conditions ("**T&Cs**") apply to the فعة أقدام fund" promotion and all information and materials related thereto (the "**Promotion**").
- 1.2. Should you choose to participate in any element of the Promotion, then you are deemed to have agreed to be bound by these T&Cs.
- 1.3. These T&Cs may contain provisions that limit the Promoter's and/or third parties' liability towards you, place certain assumptions of risk on you (including certain undertakings and indemnifications) towards Visa and/or other third parties; and record certain admissions of facts.
- 1.4. Nothing in these T&Cs is intended to contravene the Consumer Protection Law No. 18 of 2018, the Lottery Law No. 93 of 1973, and the Data Protection Law No.151 of 2020 or any similar legislation. These T&Cs must be treated as being qualified, to the extent necessary, to ensure compliance with all applicable laws.

## 2 Promoter

This Promotion is launched by Visa ("Visa") in collaboration with People of the Internet together with their supporting third-party providers. The Promoter is People of the Internet People of the Internet Villa 11, St. 84, Maadi, Cairo, Egypt and is responsible for managing this Promotion and all issues related to the Prizes ("the Promoter"). TikTok do not sponsor or endorse this Promotion. TikTok assume no responsibility for this Promotion and has no control over the Promotion or the Prizes.

## 3 Promotion Period

- 3.1. The Promotion will commence on [20 August] 2025 at [12 AM] and submissions to enter the Promotion will be accepted as from this date. Submissions to enter the Promotion will be accepted until [20 September] 2025 at [11:59 PM] ("Closing Date").
- 3.2. In the event that you entered the Promotion, but wish to opt-out of the Promotion, you are required contact the Promoter as provided for in these T&Cs in writing, prior to the Closing Date.

## 4 Eligibility

The Promotion is only open to citizens and legal residents of Egypt, who must reside in Egypt at the time of winning or receiving any prize in the Promotion, and who are 18 (eighteen) years old or older at the time of entering the Promotion (with legal capacity), and who have a valid Egyptian identity document or a valid passport, or a legal residency permission ("Participants").

## 5 People prohibited from entering / Promotion Disqualification

- 5.1. The following persons are prohibited from entering the Promotion ("Disqualified Persons"):
  - 5.1.1 any person who is a director, member, partner, employee or agent of, consultant of the Promoter, Visa or supplier of goods or services in connection with the Promotion ("Associates");
  - 5.1.2 any other person who directly or indirectly controls, is employed by or is controlled by the Promoter or Visa; and/or
  - 5.1.3 any immediate family members of Associates, who are indirectly or directly connected to, or employed by, any party in the aforementioned capacities or relationships, and each of their affiliates.
- 5.2. Other Means of Disqualification: Any entries that are incomplete, unclear, submitted incorrectly, submitted after the Closing Date or which contain errors or false information, or which are received from Disqualified Persons, will be regarded as invalid. Further, if a Participant breaches any of the

- T&Cs, or if the Promoter finds any wrongdoing on the part of the Participant (such as fraud, or cheating which will include manipulation of code or falsifying data), then the Participant will automatically be disqualified from participating in the Promotion, and may also be banned from participating in other Promotions / campaigns the Promoter may run in the future.
- 5.3. Restricted videos: The Promoter reserves the right to disqualify any entry which, in its sole discretion, is inappropriate, including anything that is or can be interpreted to be racist, sexist, discriminatory, offensive, insensitive, hate or violence-inciting, in violation to the Egyptian Society's morals or the general society norms, or that may bring the Promotor into disrepute, or which may be considered to be in breach of clauses 6.4 and 10.2 below. The Promoter's decision in this regard will be final.

#### 6 How to enter

- 6.1. In order to participate in the Promotion, and stand a chance to win a Prize, Participants must record a video of no more than 15 second], in which they share their personal story, and pitch themselves as the ideal candidate to win the Prize ("Elevator Pitch"); and upload the Elevator Pitch video on the TikTok.
- 6.2. The Elevator Pitch video may only contain footage of the Participant, and no other identifiable person/s, and must include:
  - 6.1.1 the audio: "This was the purchase that kickstarted my journey...and Visa here is why I want to keep going"; and
  - 6.1.2 an open call to their broader community to create their own Elevator Pitches and participate in the الفعة لقدامfund Promotion.
- 6.3. If a Participant submits a video in which a third party/ies are identifiable (including by display of face(s) or other recognisable features) and by accepting these Terms and Conditions, the Participant consent that the Promotor may process their shared data. Further, the Participant hereby warrant and represent to the Promoter that they have obtained the explicit, unconditional, and written permission of the featured individual/s (or where applicable, their parent/guardian) to record, use, publicly display, distribute and licence the use of the image, voice and likeness of the person to the Promoter for the purpose of this Promotion.

The Participant also undertakes to provide a copy of such written consent(s) to the Promoter upon request. The Promoter shall have the right to reject any submission that does not meet the above requirements or where there is any doubt regarding the consent obtained.

The Participant acknowledges and agrees that failure to obtain such explicit written consent may result in civil or criminal liability under applicable privacy, data protection, or cybercrime laws, and that the Participant shall indemnify and hold harmless the Promoter against any third-party claims arising from a breach of this clause.

6.4. Each Participant represents and warrants that (i) its Elevator Pitch video submission does not infringe any copyright, trademark, any other intellectual property right, or any personality right, or rights of privacy and dignity of any person, or any other right of any third party; and (ii) that the Participant has the full and unrestricted right to grant the rights to the Promotor set out in these T&Cs.

### 7 Selection of winners and announcement

- 7.1. The identification of winners will be carried out as follows:
  - 7.1.1 Visa will select 8 (eight) winners on [8/10/2025] from the Participants who submitted eligible Elevator Pitch videos during the period commencing on the start date of the Promotion and ending on the Closing Date. Visa will evaluate the submissions based on the following criteria:
    - ✓ Narrative clarity and coherence: how clearly and effectively the Participant communicate their personal story.

- ✓ Relevance to the theme: how well the submission reflects the intent of the Promotion, including the "purchase that kickstarted my journey" and the motivation to "keep going."
- ✓ Creativity and originality: the uniqueness of the story and presentation style.'
- 7.1.2 the 8 (eight) winning Participants will be notified by latest [8/10/2025].
- 7.2. Subject to applicable law, the announcement of the selection results and the winners will be final.

#### 8 Prizes

- 8.1. A total of 8 (Eight) Elevator Pitch video submission winners will be selected.
- 8.2. Each prize will consist of a cash amount of EGP 100,000 (one hundred thousand Egyptian Pounds), which will be paid by the Promoter to the winning Participant by cheque ("Prize").
- 8.3. All Prizes are non-transferable and will be awarded only to the verified winning Participant.
- 8.4. No Participant may win more than one Prize in the Promotion.
- 8.5. Other than as required by applicable law, the Promoter will not be responsible for any tax liability of a Participant arising from or in relation to the Promotion or Prizes. The winning Participants are fully responsible for any tax implications arising from or associated with the receipt, accumulation, transfer, redemption or spending of any Prize, and hereby indemnify and agree to hold the Promoter harmless (including all of its directors, shareholders, employees and agents) against, all damages, claims and fines made against a winning Participant, or the Promoter in this respect.
- 8.6. If a Participant has questions related to any aspect of the Prizes, they should contact the Promoter in writing directly, as indicated below.

#### 9 Winner verification and Prize delivery

- 9.1. Winners will be contacted in writing through registered mail, telephonically and via email after the selection process and are obliged to claim their Prize within 5 (five) business days of them being contacted. All winners will be required to supply proof of their identity along with any other declaration and/or information (including personal information) required by the Promoter for the purposes of the Promotion and / or the award of the Prize. Each winner will be obliged to provide / sign an acknowledgement upon receipt of their Prize in a form and format required by the Promotor.
- 9.2. Failure by a winning Participant to claim a Prize, and/or submit documents required by the Promotor for purposes of the Promotion, or if the Promoter is unable to reach a winning Participant for any reason whatsoever, will result in forfeiture of the Prize, as applicable under the Egyptian law.
- 9.3. The Promoter reserves the right to carry out audits on any potential winners in order to verify their eligibility, the validity of their entry and/or in order to comply with any other legal obligations.

#### 10 General Conditions

- 10.1. <u>Liability and Indemnity</u>: To the maximum extent allowed by law, the Promoter, Visa and any associated companies will not be responsible for any loss or damage suffered by any Participant, or any other person, in connection with participation in the Promotion, the Promotion or a Prize. You agree to indemnify the Promoter and Visa (including its officers, employees, agents, affiliates, associated companies, advertising agencies, advisers and suppliers) against, and hold the foregoing persons harmless from any damages, liabilities, losses, or expenses incurred or arising directly or indirectly out of your participation in the Promotion, the use or acceptance of any Prize, your breach of these T&Cs (including any warranty in relation to intellectual property and third party rights), or other act or omission in relation to the Promotion or a Prize.
- 10.2. <u>Trademarks and brand names</u>: The trademarks, logos and service marks, whether registered or unregistered (collectively the "**Trademarks**") used by the Promotor and Visa in connection with the Promotion are Trademarks of Visa and others. Nothing in these T&Cs, or participation in the Promotion should be construed as granting by implication, estoppel, or otherwise, any licence, or right to use any Trademark without the prior written permission of the Promotor or such third party that may own the Trademark. The unauthorised use of any Trademarks, or any other content used by the Promotor in connection with the Promotion is prohibited. Notwithstanding the foregoing, the Promoter grants the Participants a limited, non-exclusive, non-transferable,

- revocable right to use the Trademarks solely for the purpose of participating in and promoting their entry to the Promotion, in accordance with the requirements and restrictions set by the Promoter.
- 10.3. <a href="Publicity">Publicity</a>: The Promoter and/or Visa may ask you to be identified, recorded, or photographed and to have the photographs or recordings published in various media, including print and web-based media, for purposes of the Promotion or for the business of the Promoter. Further the Promoter and or Visa may ask to use your image for marketing purposes, without any payment to you. You may decline these requests. Where you agree to such you agree to grant the Promoter and/or Visa an irrevocable, perpetual, world-wide, transferrable, royalty free right to use, reproduce, display, adapt and publish the Elevator Pitch video to any medium, most notably the Promoter's websites, and social media pages in accordance with the provisions of the Data Protection Law.
- 10.4. Third Party Sites: The Promoter and Visa are not responsible for the acts, content or privacy policies of any third-party websites or platforms that may be associate with, or in any way linked to the Promotion or the Prizes. Participants shall still be bound by any terms and conditions related to the use of third-party websites or services, including TikTok. These T&Cs shall enjoy precedence over any terms and conditions of any third-party sites or platforms that are in conflict with it, to the extent that such conflict relates to the relationship between the Promoter and a Participant and / or the Promotion.
- 10.5. Cancellation and Changes: The Promoter may cancel, suspend or make changes (substitutions) to the Promotion, the T&Cs or Prizes at any time, where the Promoter believes that the change or cancellation is necessary due to circumstances outside of the Promoter's control or for reasons of legal or regulatory compliance. Any changes will be posted either within the Promotion information, or these T&Cs, or such other media selected by the Promoter and will become effective immediately after being made, or on a date indicated by the Promoter. Notwithstanding the above, any cancellation or change shall not apply to Participants who have already validly completed the required act to qualify for a Prize prior to such cancellation or change, and no such change or cancellation shall deprive such Participants of their right to claim the Prize.
- You will not have any claim against the Promoter because of the changes in the T&Cs or the Prizes.

  10.6. Technical failures and unauthorized intervention: The Promoter and Visa are not responsible for any problems or technical fault of any telephone network, online systems, servers, equipment, software, failure of any e-mail or entry to be received by the Promoter on account of technical problems, human error or traffic congestion on the internet or at any web site, or any combination
  - of these things, including any damage to your computer, resulting from your participation in this Promotion or your downloading any materials in this Promotion.

    . Data Privacy: By participating in the Promotion, you confirm that all information provided by you is
- 10.7. <u>Data Privacy</u>: By participating in the Promotion, you confirm that all information provided by you is true and correct. Further you consent to the transfer, storage and processing of your personal information, which may include the sharing of such personal information with third parties. Without prejudice to the Data Protection Law, the Promoter and Visa and its affiliates will collect and use your personal information (a) to enable your participation in this Promotion; (b) for activities related to this Promotion; and (c) for purposes related to the Promoter and Visa's business operations. The Promoter will process and retain your personal information to fulfil the purposes for which it was collected and/or as is required by applicable laws or regulations and in accordance with (but not limited to) the [Visa Global Privacy Notice <a href="https://eg.visamiddleeast.com/en\_EG/legal/privacy-policy.html">https://eg.visamiddleeast.com/en\_EG/legal/privacy-policy.html</a>] You further agree that your personal information may, in appropriate circumstances, reside outside of Egypt, and hereby agree to the transfer of your personal information to locations outside of Egypt and the use of your personal information in such locations as described in this clause. You may withdraw your consent/s under this clause, in whole or in part at any time by written notification to the Promoter.
- 10.8. <u>Waiver</u>: The Promoter's failure to enforce any of these T&Cs shall not constitute a waiver of its right to do so.
- 10.9. <u>Disputes</u>: The decision of the Promoter in respect of any disputes arising out of this Promotion shall be dealt with by the Promoter in terms of these T&Cs and shall be final. These T&Cs are governed by the laws of Egypt.
- 10.10. <u>Questions</u>: Please contact us at <a href="https://www.tiktok.com/@visaegypt">https://www.tiktok.com/@visaegypt</a> if you have any questions about this Promotion.
- 10.11. Copy of the T&Cs: A copy of the official Promotion Terms and Conditions is available at no cost to all Participants at <a href="https://www.tiktok.com/@visaegypt">https://www.tiktok.com/@visaegypt</a>.