

Mastercard Pay & Get Rewards Program u Crnoj Gori

Stupa na snagu 01. 05. 2022

Pravila kampanje Programa („Pravila“) za izdavaoce koji učestvuju Programu

1. Uvod – MASTERCARD EUROPE SA, sa registrovanim sjedištem na adresi Chaussee de Tervuren 198 a, Waterloo, Belgija, registarski broj 0448.038.446 („Kompanija Mastercard“) kao strano pravno lice uvodi Mastercard Pay & Get Rewards Program („Program“) u Crnoj Gori.

S obzirom na činjenicu da Kompanija Mastercard ne obavlja privrednu djelatnost na teritoriji Crnoj Gori Izdavalac Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji Republike Crne Gore i stoga ima obavezu prema Zakonu o zaštiti potrošača (“Službeni Glasnik CG” br. 2/2014, 6/2014, 43/2015, 70/2017, 67/2019 i 146/2021) da objavi ponudu za prodajnu pogodnost.

Kompanija Mastercard ovim utvrđuje sljedeća Pravila Programa za Izdavaoce koji učestvuju u Programu.

Program počinje 1. maja i završava se 31. maja 2022. godine.

Program se organizuje na teritoriji Crne Gore.

Pravila će biti objavljena na: <https://www.mastercard.rs/sr-rs/korisnici/pogodnosti-i-promocije/montenegro.html>, kao i na veb stranicama banaka učesnica u formi po njihovom izboru.

2. Definicije – U ovim Pravilima:

„**Račun**“ označava račun Kartice (ako postoji) otvoren na ime Korisnika kartice Izdavaoca.

„**Ugovor**“ označava sporazum između Korisnika kartice Izdavaoca i njenog/njegovog Izdavaoca u vezi sa izdavanjem Kartice.

„**BIN**“ označava identifikacioni broj banke.

„**Kartica**“ označava Mastercard karticu, izdatu na ime fizičkog lica, koja nosi brend Kompanije Mastercard i koju izdaje Izdavalac. Kartica ne označava PrePejd (non-reloadable) nadopunjive kartice, Maestro ili bilo koje druge komercijalne kartice izdate od strane banke ili druge platne institucije.

„**Povrat novca**“ označava povrat novca koji je dostupan Korisniku kartice Izdavaoca u okviru ovog Programa.

„**Domaći trgovac**“ označava trgovca koji ima registrovano sjedište u Crnoj Gori i koji ima potpisan ugovor o procesiranju kartičnih plaćanja sa bankom koja ima sjedište u Crnoj Gori i koja ima dozvolu za procesiranje kartičnih plaćanja od strane kompanije Mastercard.

„**Kvalifikovana kupovina/Kvalifikovane kupovine**“ označava bilo koju kupovinu/e obavljenu “online”, odnosno preko interneta korišćenjem Kartice i uz poštovanje ovih Pravila.

„**U pisanoj formi**“ označava svaku pisanu komunikaciju, uključujući i elektronsku formu (kao što su e-mail poruke).



„Izdavalac“ označava banku ili drugu platnu instituciju koja je izdala Karticu, odnosno, u ovom slučaju:

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„Korisnik kartice Izdavaoca“ označava fizičko ili pravno lice, na čije je ime otvoren Račun od strane Izdavaoca.

„Kompanija Mastercard“ označava privredno društvo MASTERCARD EUROPE SA.

„Program“ označava prodajnu pogodnost Mastercard Pay & Get Rewards u Crnoj Gori koji omogućava Povrat novca na osnovu Kvalifikovanih kupovina.

„Veb-sajt“ označava veb stranicu koja je dostupna na www.mastercard.rs.

3. Kvalifikovanje i Povrat novca – Kvalifikovanom kupovinom, u periodu trajanja Programa, Korisnik kartice Izdavaoca ostvaruje pravo da učestvuje u ovom Programu. Poštovanjem ovih Pravila, Korisnik kartice Izdavaoca će imati pravo na prodajnu pogodnost (Povrat novca) u skladu sa Pravilima (kao što je definisano u nastavku).

Kartice kojima je izvršeno najmanje 3 ili više Kvalifikovanih kupovina kod Domaćih trgovaca u ukupnom minimalnom iznosu od 1 evro ostvaruju pravo na Povrat novca u iznosu od 5 evra, u periodu do 15-og dana u mjesecu koji slijedi nakon mjeseca u kome je izvršena posljednja Kvalifikovana kupovina Karticom u skladu sa ovim Pravilima.

Radi izbjegavanja sumnje, ograničenja u vezi sa kupovinama Karticom u online prodavnicama Domaćih trgovaca zavise isključivo od svakog pojedinačnog Izdavaoca.

Transakcije koje će biti isključene iz Programa su one koje pripadaju jednom od međunarodno definisanih kategorija kodova trgovaca Merchant Category Codes (MCC) definisanim u nastavku:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements—Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution
- 7995 Gambling Transactions
- 4829 Money Transfer—Merchant
- 6050 Quasi Cash—Customer Financial Institution
- 6051 Quasi Cash—Merchant
- 6012 Merchandise and Services—Customer Financial Institution
- 6534 Payment Transaction
- 6533 Payment Transaction—Merchant
- 6540 POI Funding Transactions (Excluding MoneySend)
- 9754 Gambling—Horse Racing, Dog Racing, Non-Sports Internet Gambling
- 6532 PSP - Member Payment Transaction
- 6529 Remote Stored Value Load
- 6530 Remote Stored Value Load
- 6211 Gambling Transaction

Pravo na Povrat novca u skladu sa ovim Programom može se iskoristiti samo jednom po jedinstvenom broju Kartice u toku trajanja Programa.

Kompanija Mastercard neće biti odgovorna za bilo kakav gubitak ili štetu nastalu kao rezultat bilo kakve interakcije između Korisnika kartice Izdavaoca i Domaćeg trgovca i/ili Izdavaoca u vezi sa Kvalifikovanim kupovinama.

Korisnik kartice Izdavaoca će dobiti fiksni Povrat novca u iznosu od 5 eura u slučaju ispunjavanja iznad definisanih uslova prodajne pogodnosti. Iznos od 5 eura biće uplaćen Korisniku kartice Izdavaoca kao pojedinačna nagrada po kartici od strane Izdavaoca.

4. Učešće – Za učešće u Programu, Korisnici kartice Izdavaoca treba da se pridržavaju odredbi Ugovora i ovih Pravila, a Kartica sa kojom Korisnici kartica Izdavaoca učestvuju u Programu mora biti aktivna. U slučaju da Izdavalac Karticu poništi ili blokira, učešće Korisnika kartice Izdavaoca u Programu može biti suspendovano od strane Izdavaoca. Kompanija Mastercard može da opozove učešće Korisnika kartice Izdavaoca u Programu i poništi bilo koji Povrat novca na koje je pravo već ostvareno (osim Povrata novca koji je već uplaćen na račun Korisnika kartice Izdavaoca) ukoliko Korisnik kartice Izdavaoca ne ispoštuje bilo koje od Pravila.

5. Informacije – Korisnik kartice Izdavaoca može da provjeri Povrat novca koji je primio na bilo koji mogući način koji je obezbijedio Izdavalac (uključujući, ali ne ograničavajući se na, mobilno bankarstvo, internet bankarstvo, elektronski izvod).

6. Suspenzija prava na Povrat novca – U određenim okolnostima, Korisnici kartice Izdavaoca mogu izgubiti pravo na Povrat novca.

Povrat novca može biti odmah poništen, ako nastupi nešto od sljedećeg:

- Korisnici kartice Izdavalaca krše odredbe Ugovora sa svojim Izdavaocem;
- Storniranja Kvalifikovane kupovine;
- Korisnici kartice Izdavalaca krše bilo koju odredbu ovih Pravila.

U slučaju kršenja Pravila od strane Korisnika kartice Izdavalaca, Izdavalac će obavijestiti Korisnika kartice Izdavaoca o poništenju Povrata novca ili suspenziji prava na Povrat novca.

7. Prestanak učešća – Zatvaranje Računa ili Kartice će se smatrati željom Korisnika kartice Izdavaoca da prekine učešće u Programu.

8. Programsko finansiranje – Finansiranje Povrata novca je ograničeno budžetom Programa.

9. Prekid – Kompanija Mastercard zadržava pravo da prekine Program ukoliko nastupe okolnosti za koje Kompanija Mastercard nije mogla znati da će nastupiti ili ih nije mogla predvidjeti, spriječiti, niti otkloniti, kao što su primjera radi elementarne nepogode, epidemije, građanski nemiri, ratna razaranja, akti organa vlasti od uticaja na izvršenje obaveza i slično, a koje okolnosti neposredno ili posredno utiču na finansijsko tržište i stabilnost valuta, odnosno na stanje tržišnih kurseva.

10. Razdvojjnost odredbi – Ako se bilo koja odredba ovih Pravila ili bilo koji njihov dio smatra nezakonitim, nevažećim ili neizvršivim, tada će se takva odredba odvojiti od ovih Pravila i neće uticati na pravnu snagu i izvršnost bilo kojih drugih odredbi. Ova Pravila će zamijeniti sve prethodne sporazume, objave i prezentacije u vezi sa Programom. Ako su neki detalji Programa u suprotnosti sa ovim Pravilima, tada će Pravila imati prednost, osim ako nije drugačije naznačeno. Neuspjeh Kompanije Mastercard da ostvari bilo koje svoje pravo u skladu sa ovim Pravilima neće predstavljati odricanje od tih prava.



11. Važeći zakon i jezik – ova Pravila su napisana na engleskom i crnogorskom jeziku i regulisana su zakonima Crne Gore. U slučaju bilo kakvih neslaganja ili nedosljednosti, verzija Pravila na engleskom jeziku će imati prednost.



Mastercard Pay & Get Rewards Program in Montenegro

Valid from 01/05/2022

Campaign Rules of the Program (the "Rules") for participating Issuers only

1. Introduction – MASTERCARD EUROPE SA, with its registered seat at Chaussee de Tervuren 198 a, Waterloo, Belgium, company no 0448.038.446 ("**Mastercard Company**") as a foreign legal entity introduces Mastercard Pay & Get Rewards Program (the "**Program**") in Montenegro.

Due to the fact Mastercard Company does not perform business activities on the territory of Montenegro Issuer of Mastercard debit or credit card is responsible for the realization of the Program in the territory of Montenegro and therefore has the obligation under the Consumers Protection Act ("Official Gazette MNE" no. 2/2014, 6/2014, 43/2015, 70/2017, 67/2019 and 146/2021) to announce the sales incentives offer.

Mastercard Company hereby establish the following Rules of the Program for participating Issuers.

The Program starts on 1st of May and ends on 31st May 2022.

The Program is organized in the territory of Montenegro.

Rules will be published at: <https://www.mastercard.rs/sr-rs/korisnici/pogodnosti-i-promocije/montenegro.html>, as well as on the websites of the participating banks in a form of their choosing.

2. Definitions – In these Rules:

"**Account**" means the account of the Card (if any) opened in the name of the Issuer Cardholder.

"**Agreement**" means the agreement between Issuer Cardholder and its Issuer in respect of issuing the Card.

"**BIN**" means the bank identification number.

"**Card**" means Mastercard card, issued in the name of a natural person, bearing Mastercard Company's brand and issued by the Issuer. The Card does not mean non-reloadable prepaid cards, Maestro or any commercial card issued by a bank or other payment institution.

"**Cashback**" means a cashback transaction which is available to Issuer Cardholder under this Program.

"**Domestic Merchant**" means any merchant with the registered seat in Montenegro, and which has signed an agreement on processing card payments with a bank with registered seat in the Montenegro and which has a license by Mastercard to process card payments.

"**Eligible Purchase/s**" means any purchase/s done online, i.e. over the internet with the use of the Card by respecting these Rules.

"**In writing**" means any written communications, including in the electronic form (such as e-mail messages).



“**Issuer**” means the bank or other payment institution that issued Card:

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“**Issuer Cardholder**” means a natural person or legal entity, in whose name the Account is opened by the Issuer.

“**Mastercard Company**” means the company MASTERCARD EUROPE SA.

“**Program**” means the loyalty program Mastercard Pay & Get Rewards in Montenegro which enables earning Cashback from Eligible Purchases.

“**Website**” means the web page available at www.mastercard.rs.

3. The Enrollment and the Cashback (Money return) – by making an Eligible Purchase, during the Program, Issuer Cardholder is entitled to participate in this Program. By accepting these Rules, Issuer Cardholder shall be eligible for the marketing incentive (Cashback) in accordance with the Rules (as defined below).

Cards which made at least 3 or more Eligible Purchases at Domestic Merchants in the cumulative minimum amount of EUR1 Issuer Cardholder are entitled to receive cashback in the amount of EUR5, within a period till the 15th day of the month following the month of last Eligible purchase made by the Card in accordance with these Rules.

For avoidance of doubt, limitations regarding the purchase made by the Card at the online stores of the Domestic Merchants depend exclusively on each Issuer.

Transactions that will be excluded from the Program are the ones which belong to one of Merchant Category Codes (MCC) defined below:

- 6536 MoneySend Intracountry
- 6537 MoneySend Intercountry
- 6538 MoneySend Funding
- 6010 Manual Cash Disbursements - Customer Financial Institution
- 6011 Automated Cash Disbursements—Customer Financial Institution
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The right of Cashback in accordance with this Program may be exercised by only once per unique Card number during the Program duration.



Mastercard Company will not be liable for any loss or damage incurred as a result of any interaction between Issuer Cardholder and the Domestic Merchant and/or Issuer with respect to the Eligible Purchases.

The Issuer Cardholder will get fixed cashback of EUR 5 in case of achieving the promotion conditions defined above. The amount of EUR 5 as an individual reward per Card will be posted to Issuer Cardholder by its Issuer.

4. Participation – To participate in the Program, Issuer Cardholders should comply with the provisions of the Agreement and these Rules, and Card with which Issuer Cardholders are participating in the Program, must be active. In case that Card is cancelled or blocked by Issuer Cardholders' Issuer, participation in the Program may be suspended. Mastercard Company may revoke participation of the Issuer Cardholder in the Program and cancel any cashback which has been already earned (except for the cashback that has already been paid to Account of the Issuer Cardholder) if Issuer Cardholder fails to comply with any of the Rules.

5. Information – Issuer Cardholder may check the Cashback received via any possible way provided by the Issuer (such as but not limited to, mobile banking, internet banking, electronic statement).

6. Suspension of rights to earn Cashback – In certain circumstances, Issuer Cardholders may lose the rights to earn cashback.

The **cashback** may be immediately cancelled, if one of the following occurs:

- Issuer Cardholders are in breach of the provisions of the Agreement with their Issuer;
- Eligible Purchase reversal;
- Issuer Cardholders are in breach of any provisions of these Rules.

In case of Issuer Cardholders breach of the Rules, Issuer shall notify Issuer Cardholder of cancellation of Cashback or suspension of the right to earn the Cashback.

7. Termination of participation – Closing of Account or Card will be regarded as Issuer Cardholder desire to terminate the participation in the Program.

8. Program Funding – Cashback funding is limited by the Program budget.

9. Termination – Mastercard reserves the right to terminate the Program if circumstances occur that Mastercard could not have known to occur or could not have foreseen, prevented, or eliminated, such as natural disasters, epidemics, civil unrest, war destruction, government acts of the influence on the fulfillment of obligations etc., and which circumstances directly or indirectly affect the financial market and the stability of currencies, i.e. the state of market exchange rates.

10. Severability of provisions – If any provision of these Rules or any portion thereof is held illegal, invalid or unenforceable, then such provision shall be severed from these Rules and shall not affect the legal force and enforceability of any other provisions. These Rules shall supersede all prior agreements, announcements and representations in respect of the Program. If any details of the Program contradict these Rules, then the Rules shall prevail, unless stated otherwise. Failure of Mastercard Company to exercise any of its rights in accordance with these Rules shall not be deemed as waiver from such rights.



11. Applicable law and language – these Rules are drafted in English and Montenegrin and governed by the laws of Montenegro. In case of any discrepancies or inconsistencies, the version of the Rules in English shall prevail.