

Vivid Points Program – Booking.com

1. Prerequisites

- Every private customer of Vivid Money is entitled to participate in the Vivid Points Program Booking.com. This offer is correct at the time of publishing.
- Customers receive cashback in the form of reward points from Vivid Money for purchase of services ("Vivid Points") from Booking.com ("Partner"). By purchase, it means any successful card transaction, which wasn't reversed. Each Vivid Point is worth EUR 1.00. The Vivid Points are granted on the basis of the gross amount of the Transaction value (including VAT) without incidental costs such as packaging and/or shipping costs or other fees charged by the Partner.
- The cashback does not apply to taxes, additional fees, and similar surcharges or cancellation fees.
- For a Standard Plan customer: each customer can receive cashback in the amount of 4% of the purchase price (including VAT).
- For a Prime Plan customer: each customer can receive cashback in the amount of 4-10% of the purchase price (including VAT). Vivid Prime promotion is valid until 05.11.2021.
- The amount of cashbacks is subject to change without notice at Vivid's Money sole discretion.
- Offer is only available for Vivid Money customers from EU countries.
- In order to participate in the Vivid Points Program Booking.com the customer should click the "Book Hotels" tab from the Rewards Tab directly in the Vivid Money App and not via third-party platforms. Cashbackcan only be granted if the customer purchases Partner services online with Vivid card or links Vivid card to the booking via booking.com/vivid-money-standard or booking.com/vivid-money-prime website.
- The Vivid Points Program is only available for properties with the Cashback badge (i.e. a special sign mark indicating cashback amount) on Booking.com website. The Cashback badge cannot be applied to customer's booking once the customer has made a reservation.
- The Customer can only use one offer with a Cashback badge per booking.
- Vivid Points are not granted if the customer did not link the Vivid card to the booking.com and paid offline for Partner services.
- Cashback is only applicable for room charges only. Other fees and charges, including but not limited to taxes, service charges, food and beverage, or room service charges will not be eligible for the Vivid Points.
- The amount of cashback is calculated based on the original booking value in Euro and will be credited to the customer's Reward Pocket in Vivid Points. Should any amendments be made after the booking, the amount of Vivid Points will be adjusted accordingly and will be calculated based on the latest booking value.
- The Vivid Points are credited to the Reward Pocket of the customer's Bank Account within 64 days after check-out date.
- Information on the Partner as well as the type, scope and conditions of the respective Vivid Points
 granted for purchases with the Partner can be found in the Vivid Money App. The type, scope and
 conditions of the respective Vivid Points granted may change at any time.
- When purchasing products from a Partner or using the Services of a Partner, a contractual relationship exists exclusively between the Partner and the customer. Vivid Money is not responsible for the performance and behaviour of the Partner or the products or services purchased via the Partner.



- Cashback is non-transferable, non-cumulative, cannot be exchanged for cash or other products or be used in conjunction with any other promotions, offers, vouchers, rebates, or privileges within Booking.com unless otherwise stated.
- Participation in the Vivid Points Program Booking.com is available in parallel with the Genius loyalty program offered by Booking.com.
- The customer shall check his/her booking summary before booking. In case the offer does not work, please refer to the Booking.com B.V. <u>Help Pages</u>.

2. Linking of Vivid Points to Stocks and Redemption of Vivid Points

- As soon as the Vivid Points are credited to the Reward Pocket in the customer's Bank Account, the customer shall link the Vivid Points to one of the stocks listed in the Reward Pocket ("Stocks"). For clarification purposes, the Customer does not receive ETFs and/or stocks directly.
- As soon as the customer has linked the Vivid Points to a certain Stock, the amount of Vivid Points
 depends on the changes in Stock prices. For example, if the customer has linked the Vivid Points
 to the Apple Stock and the Stock price of Apple increases by 2.0%, the Vivid Points will also
 increase by 2.0%, e.g. 2 Vivid Points would then increase to 2.04 Vivid Points.
- In case of a decrease of the Stock price of the Stock linked to the Vivid Points, the amount of Vivid
 Points will also decrease, but not below the total initial amount of Vivid Points received by the
 customer. However, the Vivid Points will only start again to be higher than the initial amount of
 Vivid Points when the Stock price is (again) higher than it was when the Vivid Points were
 originally linked to the Stock price.
- The customer can decide to link the Vivid Points to a different Stock at any time. In such cases
 only Vivid Points that have been credited to the customer's Vivid Reward Pocket after this decision
 will be linked to the different Stock. Vivid Points that had been linked to the previous Stock remain
 linked to that previous Stock.
- The current balance of the amount of Vivid Points under consideration of the development of the prices of the Stocks linked to the Vivid Points can be seen by the customer in the Rewards Pocket.
- The customer can redeem Vivid Points at any time after he has linked the Vivid Points with a certain Stock. The customer can only redeem all Vivid Points and not parts of the Vivid Points.
- In case that the customer redeems the Vivid Points, the customer will receive a payment in Euro
 equalling the value of the Vivid Points into his Main Pocket. For example, if the customer has 2.04
 Vivid Points in the customer's Reward Pocket, the customer will receive EUR 2.04 in his Main
 Pocket.

3. Miscellaneous

- The Vivid Points Program is a bonus program for existing customers of Vivid Money and is no investment which necessarily includes the linking of the Vivid Points to stocks. Vivid Points cannot be redeemed before such linking. Vivid Points cannot be assigned to any other person. Vivid Points cannot be traded and are generally unsuitable for trading due to such restriction, since the linking occurs at a very individual time and due to the restrictions to the Vivid Points.
- Vivid Points do not qualify as security (instrument financier) according to Article L.211-1 of the Monetary and Financial Code. By issuing, granting, redeeming Vivid Points, Vivid Money is not offering or performing any of the investment services from Article 321-1 of the Monetary and Financial Code.
- If the authorization for a Transaction for which Vivid Points have been credited to the customer is cancelled or if a Transaction for which Vivid Points have been credited to the customer is reversed (e.g. by return of the purchased goods by the customer) as well as in the event of misuse or fraud by the customer, Vivid Money reserves the right to cancel the corresponding Vivid Points. Vivid Money also reserves the right to amend the Vivid Points accordingly if the Transaction amount changes after the Vivid Points have been credited to the customer.



- In the event of incorrect credits of Vivid Points to the customer's Reward Pocket for technical reasons, Vivid Money reserves the right to amend the corresponding Vivid Points in order to rectify the incorrect credits.
- Vivid Points are not transferable. The customer cannot transfer money to the Reward Pocket in order to convert such money into Vivid Points.
- The customer shall check the Vivid Points balance in the Vivid Reward Pocket of the customer's Bank Account at least once a month for the previous month. If Transactions of the previous month are not listed at all, or if the stated amounts are incorrect, the customer shall inform Vivid Money until the end of the month following the month of the respective Transaction, enclosing the proof of purchase and information about the Partner. In the event of a late complaint, the customer's claim to the granting of Vivid Points for the Transaction concerned shall be forfeited.
- An extension of the Vivid Prime promotion within the Vivid Points Program Booking.com is at the sole discretion of Vivid Money.
- Participation in the Vivid Points Programs can be terminated by the customer at any time without any notice period.
- Booking.com B.V. reserves the right to terminate this offer at any time without observing any notice period. Please also see the Booking.com B.V. standard terms and conditions for purchase as listed on their <u>Booking.com website</u>.
- In the event of misuse of the Vivid Points Program Booking.com by a customer or fraud of a customer in connection with the Vivid Points Program Booking.com Vivid Money can immediately terminate the participation of that customer in the Vivid Points Program Booking.com. In such a case Vivid Money reserves the right to cancel the corresponding Vivid Points and to reverse the credit in the amount of the value of the redeemed Vivid Points.
- Changes or amendments to the prerequisites for the Vivid Points Program Booking.com or the termination of the Vivid Points Program - Booking.com shall be possible for Vivid Money upon notification without observing any notice period.