Stupa na snagu 01/10/2024

Valid from 01/10/2024

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| **Mastercard Pay & Get Rewards Program in Montenegro** |  |  | **Mastercard Pay & Get Rewards Program u Crnoj Gori** |
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| **Campaign Rules of the Program (the “Rules”) for participating Issuers only** |  |  | **Pravila kampanje Programa („Pravila“) za izdavaoce koji učestvuju Programu** |
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| 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. |  |  | 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. |
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| Due to the fact Mastercard Company does not perform business activities on the territory of Montenegro, the Issuer (as defined in Section 2) 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. |  |  | S obzirom na činjenicu da Kompanija Mastercard ne obavlja privrednu djelatnost na teritoriji Crne Gore, Izdavalac (kako je definisan u tački 2) Mastercard debitne ili kreditne kartice je odgovoran za realizaciju Programa na teritoriji 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 prodajne pogodnosti. |
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| Mastercard Company hereby establish the following Rules of the Program for participating Issuers. |  |  | Kompanija Mastercard ovim utvrđuje sljedeća Pravila Programa za Izdavaoce koji učestvuju u Programu. |
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| The Program takes place each Tuesday in the month, namely on Tuesday from 00:00 to 23:59 in each month, starting on 1 October 2024 and ending on 30 November 2024 (the “**Program Duration**”). |  |  | Program se realizuje svakog utorka u mjesecu, odnosno utorkom od 00:00 do 23:59 svakog mjeseca, u periodu koji počinje 1. oktobra 2024. godine i završava se 30. novembra 2024. godine ("**Trajanje Programa**“). |
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| The Program is organized in the territory of Montenegro. |  |  | Program se organizuje na teritoriji Crne Gore. |
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| Rules will be published on the Website (as defined below), as well as on the websites of the Issuers, in a form of their choosing. |  |  | Pravila će biti objavljena na Veb sajtu (kako je dole definisan), kao i na internet stranicama Izdavalaca, u formi po njihovom izboru. |
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| 1. **Definitions** – In these Rules: |  |  | 1. **Definicije** – U ovim Pravilima: |
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| “**Account**” means the account of the Card (as defined in this Section) (if any) opened in the name of the Cardholder (as defined in this Section). |  |  | **„Račun**“ označava račun Kartice (kako je definisana u ovoj tački) (ako postoji) otvoren na ime Korisnika kartice kako je definisan u ovoj tački). |
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| “**Agreement**” means the agreement between Cardholder and the Issuer in respect of issuing the Card. |  |  | „**Ugovor**“ označava sporazum između Korisnika kartice i Izdavaoca u vezi sa izdavanjem Kartice. |
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| “**Card**” means exclusively a valid Mastercard debit or credit 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/reloadable prepaid cards, Maestro or any commercial/business cards issued by a bank or other payment institution with the registered seat in Montenegro. |  |  | „**Kartica**“ označava isključivo važeću Mastercard debitnu ili kreditnu karticu, izdatu na ime fizičkog lica, koja nosi brend kompanije Mastercard i koju izdaje Izdavalac. Kartica ne označava Prepaid (non-reloadable/reloadlable) nedopunjive/dopunjive kartice, Maestro ili komercijalne/biznis kartice izdate od strane banke ili druge platne institucije sa sjedištem u Crnoj Gori. |
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| “**Cashback**” means limited number of cashback transactions which is available to the Cardholder under this Program. |  |  | „**Povraćaj novca**“ označava ograničen broj povraćaja novca koji je dostupan Korisniku kartice u okviru ovog Programa. |
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| “**Domestic Merchant**” means five selected e- retail merchants with registered seat in Montenegro, which signed an agreement on processing card payments with a bank seated in Montenegro and holding an appropriate license to process card payments. For avoidance of any doubts, e-merchant within the meaning of this definition is a retail merchant carrying out electronic commerce, and especially internet sale of goods and services under the Law on Electronic Trade (“Official Gazette RMNE” no. 80/2004 and “Official Gazette MNE” 41/2010 and 56/2013).  Domestic Merchants within the sense of these Rules are exclusively:   1. Crnogorski Telekom a.d. Podgorica, internet store address: [[LINK](https://play.google.com/store/apps/details?id=com.telekom.telekomme&hl=en&gl=US&pcampaignid=pcampaignidMKT-Other-global-all-co-prtnr-py-PartBadge-Mar2515-1)] 2. Elektroprivreda Crne Gore AD Nikšić, internet store address: [[LINK](https://www.racun.epcg.com/placanje-racuna)] 3. Glovo Montenegro doo, internet store address: [[LINK](https://glovoapp.com/me/sr/)] 4. MPM d.o.o., internet store address: [[LINK for iOS](https://apps.apple.com/us/app/cosmetics-bf/id1557958821), [LINK for Android](https://play.google.com/store/apps/details?id=me.co.mpm.cosmetics)] 5. Voli Trade DOO, internet store address: [[LINK](http://www.voli.me)] |  |  | „**Domaći trgovac**“ označava pet odabranih e-trgovaca na malo koji imaju registrovano sjedište u Crnoj Gori i potpisan ugovor o procesiranju kartičnih plaćanja sa bankom koja ima sjedište u Crnoj Gori i odgovarajuću dozvolu za procesiranje kartičnih plaćanja. Radi izbjegavanja sumnje, e-trgovcem u smislu ove definicije smatra se trgovac koji obavlja trgovinu na malo elektronskim putem, a posebno internet prodaju roba i usluga u skladu sa Zakonom o elektronskoj trgovini („Službeni glasnik RCG“ br. 80/2004 i „Službeni glasnik CG“ br. 41/2010 i 56/2013).  Domaći trgovci u smislu ovih Pravila su isključivo:   1. Crnogorski Telekom a.d. Podgorica, adresa internet prodavnice: [[LINK](https://play.google.com/store/apps/details?id=com.telekom.telekomme&hl=en&gl=US&pcampaignid=pcampaignidMKT-Other-global-all-co-prtnr-py-PartBadge-Mar2515-1)] 2. Elektroprivreda Crne Gore AD Nikšić, adresa internet prodavnice: [[LINK](https://www.racun.epcg.com/placanje-racuna)] 3. Glovo Montenegro doo, adresa internet prodavnice: [[LINK](https://glovoapp.com/me/sr/)] 4. MPM d.o.o., adresa internet prodavnice: [[LINK for iOS](https://apps.apple.com/us/app/cosmetics-bf/id1557958821), [LINK for Android](https://play.google.com/store/apps/details?id=me.co.mpm.cosmetics)] 5. 5. Voli Trade DOO, adresa internet prodavnice: [[LINK](http://www.voli.me)] |
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| “**Eligible Purchase/s**” means internet purchase/s of the appropriate total minimum value done in Montenegro with the Domestic Merchant using the Card in accordance with this Rules. |  |  | „**Kvalifikovana/e** **kupovina/e**“ označava kupovinu/e putem interneta odgovarajuće ukupne minimalne vrednosti obavljenu/e u Crnoj Gori kod Domaćeg trgovca korišćenjem Kartice u skladu sa ovim Pravilima. |
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| “**In writing**” means any written communications, including in the electronic form (such as e-mail messages). |  |  | „**U pisanoj formi**“ označava svaku pisanu komunikaciju, uključujući i elektronsku formu (kao što su e-mail poruke). |
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| “**Issuer**” means the bank or other payment institution in Montenegro that issued the Card to the Cardholder and participates in the Program. |  |  | „**Izdavalac**“ označava banku ili drugu platnu instituciju u Crnoj Gori koja je Korisniku izdala Karticu i učestvuje u Programu. |
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| “**Cardholder**” means a private individual, in whose name the Account (as defined in this Section) is opened by the Issuer. |  |  | „**Korisnik kartice**“ označava fizičko lice, na čije je ime otvoren Račun (kako je definisan u ovoj tački) od strane Izdavaoca. |
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| “**Mastercard Company**” means the company MASTERCARD EUROPE SA. |  |  | „**Kompanija Mastercard**“ označava privredno društvo MASTERCARD EUROPE SA. |
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| “**Program**” means the sales incentive titled “Mastercard Pay & Get Rewards” in Montenegro, which enables earning a limited number of Cashbacks from Eligible Purchases in internet stores of Domestic Merchants, under the terms defined by these Rules. |  |  | „**Program**“ označava prodajni podsticaj pod nazivom „Mastercard Pay & Get Rewards“ u Crnoj Gori, koji omogućava ograničen broj Povraćaja novca na osnovu Kvalifikovanih kupovina u internet prodavnicama Domaćih trgovaca, pod uslovima iz ovih Pravila. |
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| “**Website**” means the Mastercard’s Company internet page containing information on the Program available at the address <https://www.mastercard.rs/sr-rs/korisnici/pogodnosti-i-promocije/montenegro.html>. |  |  | „**Vebsajt**“ označava internet stranicu Kompanije Mastercard sa informacijama o Programu, koja je dostupna na adresi <https://www.mastercard.rs/sr-rs/korisnici/pogodnosti-i-promocije/montenegro.html>. |
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| 1. **Enrolment and Cashback** (Money return) – A Cardholder is entitled to participate in this Program by making an Eligible Purchase/s over the Program Duration. By accepting these Rules, Cardholder shall be eligible for the sales incentive (Cashback) in accordance with the Rules (as defined below). |  |  | 1. **Kvalifikovanje i Povraćaj novca** – Korisnik kartice ostvaruje pravo da učestvuje u ovom Programu ukoliko izvrši Kvalifikovanu/e kupovinu/e u periodu Trajanja Programa. Prihvatanjem ovih Pravila, Korisnik kartice će imati pravo na prodajni podsticaj (Povraćaj novca) u skladu sa Pravilima (kako je definisano u nastavku). |
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| On each Tuesday from 00:00 to 23:59, in every month over the period of the Program Duration, a Cardholder who uses the Card to make electronic payment for one or more Eligible Purchases in internet stores of the Domestic Merchants in the cumulative minimum amount of EUR 50 is entitled to receive a Cashback of EUR 5, but no more than one cashback per Tuesday and no more than five times in total based on all Eligible Purchases over the Program Duration made with the same Card, regardless of potentially larger number of Eligible Purchases made with the that Card and independently of whether the Cardholder made one Eligible Purchase in the minimum amount of EUR 50 or several Eligible Purchases whose total minimum value amounts to EUR 50. The Cashback will be returned to him/her by the 15th day of the month following the month in which each Eligible Purchase was made using the Card in accordance with these Rules. Notwithstanding anything to the contrary in the Rules, the total amount of all Cashbacks shall not exceed EUR 60,000, representing the entire budget allocated by Mastercard Company for sales incentives under the Program. For avoidance of any doubt, the Cardholder who makes an Eligible Purchase/s over the Program Duration shall not receive a Cashback if the whole allocated budget of EUR 60,000 has been already spent. |  |  | Korisnik kartice koji, utorkom od 00:00 do 23:59, svakog meseca tokom perioda Trajanja Programa, elektronskim plaćanjem Karticom izvrši jednu ili više Kvalifikovanih kupovina u internet prodavnicama Domaćih trgovaca u ukupnom minimalnom iznosu od EUR 50 ostvaruje pravo na Povraćaj novca od EUR 5, ali ne više od jednog Povraćaja po utorku i ne više od ukupno pet puta po osnovu svih Kvalifikovanih kupovina tokom Trajanja Programa realizovanih istom Karticom, bez obzira na eventualno veći broj Kvalifikovanih kupovina izvršenih tom Karticom i nezavisno od toga da li se radi o jednoj Kvalifikovanoj kupovini u minimalnom iznosu od EUR 50 ili više Kvalifikovanih kupovina čija je ukupna minimalna vrednost EUR 50. Povraćaj novca će biti izvršen do 15-og dana u mesecu koji sledi nakon meseca u kome je izvršena svaka Kvalifikovana kupovina Karticom u skladu sa ovim Pravilima. Bez obzira na bilo šta navedeno u Pravilima, ukupan iznos svih Povraćaja novca neće prijeći EUR 60.000, što predstavlja totalni budžet koji Kompanija Mastercard opredjeljuje za prodajne podsticaje u okviru Programa. Radi izbjegavanja svake sumnje, Korisnik kartice koji izvrši Kvalifikovanu/e kupovinu/e tokom perioda Trajanja Programa neće ostvariti Povraćaj novca ukoliko je prethodno već potrošen cijeli opredjeljeni budžet od EUR 60.000. |
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| Mastercard Company will not be liable for any loss or damage incurred as a result of any interaction between Cardholder and the Domestic Merchant and/or Issuer with respect to the Eligible Purchases. |  |  | Kompanija Mastercard neće biti odgovorna za bilo kakav gubitak ili štetu nastalu kao rezultat bilo kakve interakcije između Korisnika kartice i Domaćeg trgovca i/ili Izdavaoca u vezi sa Kvalifikovanim kupovinama. |
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| The Cardholder will get fixed cashback of EUR 5 in case of satisfying the sales incentive conditions. The amount of EUR 5 as an individual reward per Card will be posted to Cardholder’s Account by its Issuer. |  |  | Korisnik kartice će dobiti fiksni Povraćaj novca u iznosu od EUR 5 u slučaju ispunjavanja iznad definisanih uslova prodajne pogodnosti. Iznos od EUR 5 biće uplaćen na Račun Korisnika kartice kao pojedinačna nagrada po kartici od strane Izdavaoca. |
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| 1. **Participation** – To participate in the Program, Cardholders should comply with the provisions of the Agreement and these Rules, and Card with which Cardholders are registered in the Program, must be active. In case The Issuer cancels or blocks the Card, the Cardholder’s participation in the Program may be suspended. Mastercard Company may revoke participation of the Cardholder in the Program and cancel any cashback which has been already earned by the Cardholder (except for the cashback that has already been paid to the Account of the Cardholder) if the Cardholder fails to comply with any provision of the Rules. |  |  | 1. **Učešće** – Za učešće u Programu, Korisnici kartice treba da se pridržavaju odredbi Ugovora i ovih Pravila, a Kartica sa kojom su Korisnici kartica učestvuju u Programu mora biti aktivna. U slučaju da Izdavalac poništi ili blokira Karticu, učešće Korisnika kartice u Programu može biti suspendovano od strane Izdavaoca. Kompanija Mastercard može da opozove učešće Korisnika kartice u Programu i poništi bilo koji Povraćaj novca na koji je Korisnik kartice ostvario pravo (osim Povraćaja novca koji je već́ uplaćen na račun Korisnika kartice) ukoliko Korisnik kartice ne poštuje bilo koju odredbu Pravila. |
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| 1. **Information** – 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). |  |  | 1. **Informacije** – Korisnik kartice može da provjeri Povraćaj 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). |
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| 1. **Loss of rights to earn Cashback and cancellation of Cashback** – Under certain circumstances, Cardholder may lose the rights to earn Cashback or suffer cancellation of Cashback. |  |  | 1. **Gubitak prava na Povraćaj novca** **i otkazivanje Povraćaja novca** – Pod određenim okolnostima, Korisnik kartice može izgubiti pravo na Povraćaj novca ili mu Povraćaj novca može biti otkazan. |
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| The Cardholder may lose the rights to earn Cashback or suffer immediate cancellation of Cashback, if one of the following occurs: |  |  | Korisnik kartice gubi pravo na Povraćaj novca ili mu Povraćaj novca može biti odmah otkazan, ako nastupi nešto od sljedećeg: |
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| * Cardholder breaches the provisions of the Agreement with their Issuer; |  |  | * Korisnik kartice prekrši odredbe Ugovora sa svojim Izdavaocem; |
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| * Eligible Purchase reversal; |  |  | * Storniranje Kvalifikovane kupovine; |
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| * Cardholder breaches any provision of these Rules. |  |  | * Korisnik kartice prekrši bilo koju odredbu ovih Pravila. |
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| The Issuer shall notify Cardholder of the loss of rights to earn Cashback or cancellation of Cashback. |  |  | Izdavalac će obavijestiti kartice Izdavaoca o gubitku prava na Povraćaj novca ili otkazivanju Povraćaja novca. |
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| 1. **Termination of participation –** Closing of Account or termination of the Card’s validity for whatsoever reason will be regarded as the Cardholder’s desire to terminate the participation in the Program. |  |  | 1. **Prestanak** **učešća** – Zatvaranje Računa ili prestanak važenja Kartice iz bilo kog razloga će se smatrati željom Korisnika kartice da prekine učešće u Programu. |
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| 1. **Program Funding** – Cashback funding is limited by the Program budget. |  |  | 1. **Programsko** **finansiranje** – Finansiranje Povraćaja novca je ograničeno budžetom Programa. |
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| 1. **Termination** – Mastercard Company reserves the right to terminate the Program if circumstances occur that Mastercard Company 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 fulfilment 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. |  |  | 1. **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. |
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| 1. **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. |  |  | 1. **Odvojivost 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. |
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| 1. **Applicable law and language** – These Rules are drafted in English and Montenegrin languages and governed by the laws of Montenegro. In case of any discrepancies or inconsistencies, the version of the Rules in English language shall prevail. |  |  | 1. **Mjerodavno pravo i jezik** – Ova Pravila su napisana na engleskom i crnogorskom jeziku i regulisana su zakonima Crne Gore. U slučaju bilo kakvih neslaganja ili nedoslijednosti, verzija Pravila na engleskom jeziku će imati prednost. |