

## PHOTOBOOTH TERMS AND CONDITIONS VISA MALTA FAN ZONE ACTIVATION

Organised by Visa Europe (Malta) Limited  
Promoted by Lo & Behold Limited

Effective Date: 02<sup>nd</sup> December 2025

*Racing Bulls S.p.A. and its Visa Cash App Racing Bulls Team (the "Team"), Visa Inc., Visa U.S.A. Inc., Visa International Service Association, Visa Canada Corporation, Visa Worldwide Pte. Ltd., Visa Europe Ltd., Visa Europe Services Inc., Visa Do Brasil Empreendimentos LTDA, Visa International Servicios de Pago España, S.R.L.U. and those entities controlling, controlled by, or under common control with, any of the foregoing, and any successors, successors in interest, and/or permitted assigns thereto, and each of their respective client financial institutions and merchants, and each of the foregoing's parents, subsidiaries, affiliates, representatives, agents, designees, and advertising and promotion agencies, and the employees, personnel, designees, and representatives of all of the foregoing (collectively, "Visa"), Block, Inc., MKTG, Inc., and any entities controlling, controlled by, or under common control with, each of the foregoing, and any successors, successors in interest, and/or permitted assigns thereto, and the foregoing's parents, subsidiaries, affiliates, representatives, agents, designees, and the employees, personnel, designees, and representatives of the foregoing (each, a "Visa Party" and collectively, the "Visa Parties") and any other Team and commercial sponsors are not responsible for the administration of the promotion. The Team is not liable for anything arising out of this promotion including the fulfilment of any prizes. The prize must be accepted as awarded and is subject to all of the applicable terms and conditions prescribed to such prize, including passing necessary sanctions screening. By accepting the prize the holder is deemed to have accepted all of the applicable terms and conditions prescribed to such prize, including any entry and COVID-19 requirements. The prize is not negotiable, and the winners/recipients must not re-sell or transfer the prize in any way, unless otherwise approved. In the event of the prize being unavailable the promoter reserves the right to substitute it for one of equal or greater value. Any substitution will be within the entire discretion of the promoter. In the event the winner does not accept the substitution they will forfeit their right to the prize. So far as is permitted by law the Visa Parties and other Team sponsors, and their associated companies and agents exclude responsibility and all liabilities arising from: any act or default by a winner or their guest resulting in the winner or their guest being unable to activate the prize and/ or any elements of it.*

*By participating in this promotion, you understand and agree that you are not being granted any rights (including any advertising, marketing or sponsorship rights) in relation to the Team (or any associated races, teams or drivers) and shall not conduct any related marketing or advertising campaigns, promotions or other activities. In exchange for being allowed to participate in the promotion, each winner/recipient hereby releases and forever discharges and agrees to indemnify the Visa Parties from any and all claims, demands, rights, expenses, actions, and causes of action, of whatever kind (collectively, "Claims"), arising from or by reason of any personal injury, bodily injury, property damage, or the consequences thereof, whether foreseeable or not, resulting from or in any way connected with his or her participation in the promotion. The winner/recipient further covenants and agrees that for the consideration stated above, he or she will hold forever harmless and will not take legal action against any Visa Party for any claim for damages arising or growing out of his or her participation in the promotion whether caused by negligence or otherwise.*

These Terms & Conditions (the "**Terms & Conditions**") govern participation in the **Visa Malta Fan Zone Photobooth** (the "**Photobooth**"), organised by Visa Europe (Malta) with registration number C 84950 and having its registered office at Level 2, Regional Business Centre, University Heights, Msida MSD1751, Malta (the "**Organiser**", "**We**", "**Us**", "**Our**"). The Promotion is implemented and administered by Lo & Behold Ltd, a company registered in Malta with registration number C 96057 and having its registered address at Seventy Seven Business Hub, Level 4, Triq il-Kappar, Mosta MST4000, Malta (the "**Promoter**"). The Visa Malta Fan Zone Activation will be held at Campus Hub, Malta between 28 November 2025 to 7 December 2025 ("**Promotional Period**") (together the "**Activation**"). The Photobooth forms part of the Activation however, it will only operate on limited dates and times within the Promotional Period, specifically on Tuesday 2<sup>nd</sup> December 2025 between 11:00 and 15:00 and Thursday 4<sup>th</sup> December 2025 between 11:00 and 15:00. The Photobooth will not be available on any other dates or times during the Promotional Period.

**By participating in the Promotion, all entrants agree to be bound by these Terms & Conditions and confirm that they meet all eligibility requirements as set out herein.**

## **1. PHOTOBOTH ACTIVITY OVERVIEW**

The Visa x VCARB Fan Zone is an immersive consumer activation designed to engage racing fans and promote Visa's brand presence during a racing viewing experience in Malta at Campus Hub Malta. The Promotion includes on-site activities (including a Race Simulator Challenge and Photo Booth) at Campus Hub and a separate online social media giveaway will run concurrently on the Organiser's official Instagram page, @visa\_malta.

The live race screenings are organised in partnership with Public Broadcasting Service (PBS), the official Formula 1 broadcast licensee in Malta. Campus Hub, in collaboration with PBS, has granted the Organiser and the Promoter the rights to host the Fan Zone activation, operate engagement zones, apply on-site branding, and capture and use content for promotional purposes in connection with this event.

The Photobooth will be available at Campus Hub during the designated hours indicated above and participants may take one (1) photo during the Promotion. Participation is free of charge. The Photobooth allows participants to capture a photo and generate a personalised "race card". The generated card will be printed solely for the participant's personal use and enjoyment. **The Photobooth is an entertainment feature only and does not form part of any prize draw and no prizes are awarded through participation in the Photobooth.**

## **2. ELIGIBILITY**

- 2.1 The Photobooth is free to enter subject to participants accepting these Terms & Conditions and providing their consent to the Privacy Notice. The Organiser, Promoter and/or the Photobooth operator reserve the right to verify eligibility and to refuse access or participation where necessary, including in cases of withheld or invalid consent.
- 2.2 Participation in the Photobooth constitutes confirmation that the entrant meets the eligibility requirements and agrees to be bound by these Terms & Conditions.

## **3. IMAGE CAPTURE, PROCESSING AND USE**

### **3.1 Voluntary Participation**

Participation is entirely voluntary. By taking part, entrants confirm that they acknowledge and accept these Terms & Conditions and the Privacy Notice.

### **3.2 Image Capture and Processing**

The resulting photo will be captured solely for the purpose of displaying it on to the Photobooth screen and printing a physical photo of the entrant against a static racetrack-themed background, (the 'Race Card'). The Photobooth operates locally and no external data processing is utilised.

### **3.3 No Storage or Sharing**

The entrant's image, likeness as displayed on the Photobooth screen are deleted immediately after printing. No images are permanently stored, uploaded, transmitted, or shared online. All photo processing takes place solely on the local Photobooth device, and no images are transferred out of the device.

### **3.4 Accuracy and Output**

The final printed photo is intended for entertainment purposes only. Entrants acknowledge and agree that minor variations in colour, contrast or alignment may occur due to normal technical and printing limitations.

### **3.5 Behaviour and Safety**

Entrants agree to follow staff instructions and use the Photobooth responsibly. The Organiser, Promoter and/or the Photobooth operator may refuse participation for safety or operational reasons.

#### **4. INTELLECTUAL PROPERTY & CONTENT USAGE**

- 4.1 All Visa, VCARB and Red Bull trademarks remain the exclusive property of their respective owners.
- 4.2 Participants of the Photobooth acknowledge and agree that:
- (i) Photos printed via the Photo Booth are produced and intended solely for personal, non-commercial use and must not be used, adapted, edited, sold, or distributed for commercial, promotional or brand-affiliative purposes;
  - (ii) No real drivers, team personnel or identifiable individuals are depicted, and the resulting printed photo does not grant any rights to use or imply endorsement by any Visa entity, the Visa Cash App RB Team, Red Bull or any related rights-holders;
  - (iii) Participants obtain no IP rights in the Photobooth templates, images, branding or any other protected elements, all of which remain strictly owned by their respective rights-holders;
  - (iv) To protect the rights of all IP holders, the Organiser, Promoter and Photobooth operator may refuse or terminate participation where misuse, attempted reproduction, or unauthorised capture of templates, screens or output is suspected;
  - (v) No image is stored, retained or reused, and the Organiser, Promoter and Photobooth operator do not maintain copies of any participant images captured through the Photobooth; and
  - (vi) Participants acknowledge that the output is provided strictly “as available” and solely for entertainment purposes.

#### **5. DATA PROTECTION**

- 5.1 The Organiser and Promoter shall process personal data relating to Participants strictly in accordance with applicable data protection laws, including the GDPR and the Maltese Data Protection Act (Cap. 586) and the separate Privacy Notice made available at the Photobooth and via QR code.
- 5.2 Participants acknowledge and agree that the Photobooth involves the temporary capture of their image solely for the purpose of displaying it on the Photobooth screen and printing a physical photo against a static racetrack themed background. The captured photo is immediately and permanently deleted after printing, and are not stored or retained by the Organiser, Promoter, or the Photobooth operator.
- 5.3 Notwithstanding the immediate deletion of the image, the Organiser and Promoter will retain limited personal data necessary to document and evidence valid consent, including (where applicable) a parent/legal guardian’s consent for a minor. Such retained data may include the Participant’s name, basic contact details where supplied, confirmation that consent was provided, the date/time of consent, and, only where legally required, as evidence of age verification.
- 5.4 This retained data is collected and stored solely for compliance, accountability, and safeguarding purposes, including to demonstrate that:
- (i) participation was voluntary;
  - (ii) Participants (or, where applicable, their parent/legal guardian) provided informed consent to the capture and print the image; and
  - (iii) the Organiser and Promoter fulfilled their obligations at law.
- 5.5 The Organiser, Promoter and/or Photobooth operator shall not collect or retain any biometric templates, facial recognition data, or technical outputs. The Organiser and Promoter shall not reuse, repurpose, disclose, or share any Participant’s data except as required by law or strictly necessary to operate and audit the Photobooth activity.
- 5.6 The retained consent-related data will be stored securely for the period specified in the Privacy Notice (which shall be no longer than is necessary for legal and compliance purposes) and will be deleted thereafter in accordance with the Organiser’s data retention policy.

- 5.7 Participants may exercise their GDPR rights, including the rights of access, rectification, erasure, restriction, withdrawal of consent (prior to processing), or objection, by contacting the Organiser using the details provided in the Privacy Notice. For minors, such rights may be exercised by the parent or legal guardian.
- 5.8 The full details of how personal data is processed, retained, protected, and deleted are set out in the Privacy Notice, which forms an integral part of these Terms & Conditions and is accessible at the Photobooth and via QR code. In the event of any conflict, the Privacy Notice shall prevail in respect of data protection matters.

## **6. LIMITATION OF LIABILITY**

- 6.1 To the fullest extent permitted by applicable law, neither the Organiser and Promoter, nor their respective directors, employees, affiliates, or agents shall be held liable for any claims, losses, damages, or liabilities of any kind, whether direct or indirect, arising out of or in connection with participation in the Photobooth, except where such loss or damage results directly from the Organiser's or Promoter's fraud, gross negligence, or wilful misconduct.
- 6.2 The Organiser and/or Promoter are not liable for technical interruptions, delays, or malfunctions of the Photobooth. The Organiser and/or Promoter accept no responsibility or liability for limitations in internet access, technical malfunctions, software or hardware issues, compatibility errors, or any other system failure that may affect a participant's ability to participate in the Photobooth.
- 6.3 The Organiser reserves the right to amend, suspend, or cancel the Promotion and operation of the Photobooth where necessary due to events beyond its control without prior notice.
- 6.4 To the maximum extent permitted by law, the Organiser and/or Promoter shall not be liable for any loss or damage suffered by participants as a result of participating in the Photobooth. Nothing in these Terms & Conditions shall exclude liability for death or personal injury caused by negligence or for fraud by the Organiser and/or Promoter.
- 6.5 VCARB and/or Red Bull, as well as any associated companies, agents, or partners (including but not limited to Campus Hub and the Public Broadcasting Service), are not responsible for the administration of this Promotion and they are not liable for anything arising out of this Promotion including the fulfilment of any prizes. VCARB and/or Red Bull and their associated companies and agents exclude responsibility and all liabilities arising from: (i) any postponement, cancellation or material change of the Promotion; and (ii) any act or default by a winner resulting in the winner being unable to activate the prize and/ or any elements of it.

## **7. GENERAL**

- 7.1 These Terms & Conditions shall be governed by and construed in accordance with the laws of Malta. Any disputes arising out of or in connection with the Promotion or these Terms & Conditions shall be subject to the exclusive jurisdiction of the Maltese courts.
- 7.2 The Organiser and/or Promoter reserve the right to amend these Terms & Conditions at any time without prior notice. The latest version will always be made available at <https://www.visa.com.mt/content/dam/VCOM/regional/ve/malta/pdf/promotions/vcarb-photo-booth-tcs.pdf> and shall supersede any previous versions. It is the responsibility of Participants to ensure that they are familiar with the most current version of the Terms & Conditions. Should any provision of these Terms & Conditions be or become illegal, invalid or unenforceable in any jurisdiction, the validity of the remaining provisions shall remain unaffected.
- 7.3 Participants are encouraged to first contact the Promoter with any questions or complaints at: [visapromo@lbh.studio](mailto:visapromo@lbh.studio). All reasonable efforts will be made to acknowledge and resolve complaints promptly and fairly, within a reasonable timeframe that excludes weekends and public holidays.