

## TERMS AND CONDITIONS - VISA MALTA FAN ZONE ACTIVATION

Race Simulator

Organised by Visa Europe (Malta) Limited

Promoted by Lo & Behold Limited

Effective Date: 19th November 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 and Conditions (the "**Terms & Conditions**") govern participation in the Race Simulator Challenge at the Visa Malta Fan Zone Activation and associated prize giveaway (the "**Prize Draw**"), organised by Visa Europe (Malta) Limited 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”**). Together the Race Simulator Challenge and the Prize Draw are referred to as the “Promotion”.

The Promotion is being 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 Promotion comprises the Race Simulator Challenge activity and associated Prize Draw held at the Visa Malta Fan Zone Activation at Campus Hub, Malta. 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. PROMOTION OVERVIEW**

The Visa Malta Fan Zone Activation 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, the latter being regulated by separate terms and conditions) at Campus Hub during the Promotional Period (defined below).

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 Visa Malta Fan Zone Activation, operate engagement zones, apply on-site branding, and capture and use content for promotional purposes in connection with this event.

## **2. ELIGIBILITY**

- 2.1.** The Race Simulator Challenge is free to enter and open to individuals aged eighteen (18) and over. **Proof of age, in the form of a valid ID Card, Passport or driver’s licence, will be required for the Race Simulator Challenge.**
- 2.2.** Participants under eighteen (18) years of age may use the Race Simulator for free play during any of the operating hours however they are **not eligible to participate in the Race Simulator Challenge, record lap times for the Race Simulator Challenge or be eligible for the Prize Draw.**
- 2.3.** The Organiser and/or its Promoter reserve the right to reject any entries made by minors and to confiscate all winnings, if any, in order to return the minor to their original position prior to participating.
- 2.4.** Employees of the Organiser, Promoter, the Race Simulator operator, their agencies, suppliers, or immediate family members are not eligible to participate in the Promotion.
- 2.5.** By participating, entrants confirm they meet the eligibility requirements and agree to be bound by these Terms & Conditions.

## **3. PROMOTIONAL PERIOD**

- 3.1. The Promotion runs from 28 November 2025 to 7 December 2025 (“Promotional Period”).
- 3.2. The Race Simulator Challenge will operate during designated competition sessions specifically from Monday 1<sup>st</sup> December 2025 to Thursday 4<sup>th</sup> December 2025 (both days included) between 11:00 and 16:00 each day.
- 3.3. Winners for the Race Simulator Challenge will be determined and announced every thirty (30) minutes according to the leaderboard score, with announcements made after the end of each thirty (30) minute interval.

#### **4. ENTRY, RACE SIMULATOR CHALLENGE RULES AND PRIZES**

##### **4.1. Race Simulator – Free Play**

- (i) The Race Simulator will be available for Free Play during the Promotional Period whenever the simulator is operating. Free Play is open to participants of all ages and is not part of the Race Simulator Challenge and associated prize.
- (ii) Free Play attempts do not count toward the Race Simulator Challenge, and no prizes are awarded for Free Play participation.
- (iii) Participation is free of charge.

##### **4.2. Race Simulator Challenge (Competition sessions)**

- (i) The Race Simulator Challenge will operate only during the designated competition sessions set out in clause 3.2, during which eligible participants may record a competition lap time. Participation is free of charge.
- (ii) Only participants who satisfy the eligibility requirements in clause 2 may take part in the Race Simulator Challenge.
- (iii) Each eligible participant may take one (1) competition attempt per day during each competition session. The participant’s fastest verified lap time for that attempt shall be recorded on the leaderboard.
- (iv) Every thirty (30) minutes, the on-site operator will announce the current fastest verified lap time on the digital leaderboard, and a prize will be awarded to the winner immediately after each 30-minute interval. Only one prize may be awarded per participant. Once a participant has been declared a winner, they will not be eligible to win again and will not be considered for any subsequent 30-minute award intervals.

##### **4.3. Tiebreakers and Verification**

- (i) If two or more eligible participants record identical fastest lap times within the same 30-minute interval, a tiebreaker attempt will be held. Each tied participant will receive one additional simulator attempt, and the fastest time will determine the winner.
- (ii) If a tiebreaker attempt cannot reasonably be held (including for technical reasons, time limitations, or participant unavailability), the Promoter may determine the winner by random draw among the tied participants. For the random draw, each tied participant will be assigned

a number, and the winning number will be selected at random from a sealed container in the presence of a neutral observer. The draw shall constitute the final determination of the winner.

- (iii) All Competition lap-time data and tiebreaker results shall be verified by the on-site operator, whose decision shall be final and binding.

#### 4.4. PRIZES

- (i) Each 30-minute interval winner will receive one (1) LEGO® 77246 Speed Champions Visa Cash App RB VCARB F1 Race Car set (or a similar item of equivalent value).
- (ii) Prizes are non-transferable and cannot be exchanged for cash or other alternatives.
- (iii) In the event a prize is unavailable, the Organiser and/or the Promoter reserve the right to substitute it with a prize of equal or greater value. Any substitution will be at the sole discretion of the Promoter.
- (iv) The prize must be accepted as awarded and is subject to any additional terms and conditions applicable to the prize, including any required sanctions screening or execution of a waiver. By accepting the prize, the winner is deemed to have accepted all such applicable terms.
- (v) Prizes may not be resold, transferred, or otherwise disposed of unless expressly approved by the Promoter. If a winner does not accept a substituted prize, they shall forfeit their right to the prize.
- (vi) LEGO® is not a sponsor of, nor affiliated with, this promotion. LEGO®, the LEGO logo, and all related trademarks are the property of the LEGO Group. The LEGO Group does not endorse, support, or have any involvement with this Promotion, Visa, or the prize(s) offered.

#### 4.5. PRIZE LIMITATION

- (i) Each participant may take part in multiple competition sessions; however, **each participant is eligible to win only one (1) prize during the entire Promotion.** Once a participant has been declared a winner, they will not be eligible to win again and will not be considered for any subsequent 30-minute award intervals.
- (ii) If a winning participant is ineligible, fails to check in, has already won previously, or cannot collect the prize in person, the prize shall be awarded to **the next eligible participant with the next fastest verified lap time for that same 30-minute interval.**
- (iii) In all cases, eligibility, lap-time verification, and prize allocation decisions made by the Promoter or on-site operator shall be final and binding.

### 5. DATA PROTECTION (GDPR COMPLIANCE)

5.1. Personal data (name, contact details, Instagram handle) will be processed solely for administration of the Promotion and prize fulfilment.

5.2. Visa Europe (Malta) Limited is the Data Controller under the EU General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act (Cap. 586, Laws of Malta) while the Promoter is the Data Processor. The Sub-Processor is the Race Simulator Operator.

Processing is based on the Participant's consent and/or the necessity for performance of the Promotion.

- 5.3. Where necessary, data may be shared with third parties including the Promoter or prize suppliers strictly for the purpose of facilitating the prize. All such data will be shared strictly for the limited purposes of prize administration, verification, or regulatory compliance.
- 5.4. Data will not be sold or shared and will be deleted within sixty (60) days after prize fulfilment.
- 5.5. Participants may exercise their rights of access, rectification, or erasure by contacting: [privacy@visa.com](mailto:privacy@visa.com) , **Data Protection Officer, 1 Sheldon Square, London, W26TT, UK.**

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

All Visa, Team and sponsor trademarks, logos and other intellectual property remain the exclusive property of their respective owners. Nothing in these Terms & Conditions grants any rights to use such intellectual property.

## **7. LIMITATION OF LIABILITY**

- 7.1. 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 Prize, the awarding, acceptance, use, or misuse of any Prize, or any other matter related to the Prize, except where such loss or damage results directly from the Organiser's or Promoter's fraud, gross negligence, or wilful misconduct.
- 7.2. 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 register for or participate in the Prize Draw.
- 7.3. To the fullest extent permitted by applicable law, the Organiser and/or Promoter disclaim any liability for incorrect or inaccurate information provided including inaccurate contact details that may prevent notification or delivery of a Prize, and for any breach of these Terms & Conditions by a participant.
- 7.4. Except in cases of fraud or gross negligence, the Organiser, Promoter, and their respective directors, employees, affiliates, and agents shall not 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 Prize Draw, the awarding, acceptance, use, or misuse of any Prize, or any other matter related to the Prize Draw.
- 7.5. Participants acknowledge and accept that the Organiser and/or Promoter are not responsible for any failure to receive a Prize or any part thereof resulting from non-compliance with these Terms & Conditions, or from circumstances beyond their reasonable control.
- 7.6. The Organiser reserves the right to amend, suspend, or cancel the Promotion where necessary due to events beyond its control.

- 7.7. 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 Prize Draw or accepting a Prize. Nothing in these Terms & Conditions shall exclude liability for death or personal injury caused by negligence or for fraud.
- 7.8. No responsibility shall be accepted by the Organiser and/or Promoter in the event that a winner is unable to collect, receive, or make use of a Prize for any reason whatsoever, including but not limited to personal, logistical, or legal impediments or non-compliance with these Terms & Conditions.
- 7.9. The Team, the Visa Parties, as well as any other associated commercial partners or sponsors associated with the Activation (including but not limited to the Race Simulator operator, Campus Hub and the Public Broadcasting Service), are not responsible for the administration of this Promotion and are not liable for anything arising out of this Promotion including the fulfilment of any prizes. The Team 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.

## **8. GENERAL**

- 8.1. 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.
- 8.2. 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-race-simulator-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.
- 8.3. 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.
- 8.4. Should any participant have a complaint regarding a decision taken in relation to the validity of their participation or the conduct of the Prize Draw or the Prize Draws generally, they may also contact the Complaints and Conciliation Directorate established under the Fourth Schedule of the Malta Competition and Consumer Affairs Act (Cap. 510).

**Last updated:** 19.11.2025



**PRIVACY NOTICE**  
**VISA MALTA FAN ZONE ACTIVATION – RACE SIMULATOR CHALLENGE**

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

**Effective Date: 19<sup>th</sup> November 2025**

This Privacy Notice explains how your personal data is processed when you use participate in the **Race Simulator Challenge** at Visa Malta Fan Zone Activation (the “**Challenge**”) held at Campus Hub, Malta between 28 November 2025 to 7 December 2025 (“**Promotional Period**”). The Race Simulator Challenge itself will operate during the competition sessions from 1 December 2025 to 4 December 2025 between 11:00 and 16:00 each day (the ‘**Competition Sessions**’). This Privacy Notice must be read together with the Race Simulator Challenge Terms & Conditions.

**1. WHAT PERSONAL DATA WE PROCESS**

1.1. When you participate in the Race Simulator Challenge, we process the following personal data:

- (i) Your name (to register your participation and announce winners);
- (ii) Age verification and/or an ID document check confirming that you are 18 years or older;
- (iii) Your competition lap time and ranking results;
- (iv) Prize collection confirmation, as applicable; and
- (v) Written acknowledgement confirming you have read and understood this Privacy Note & the Race Simulator Challenge Terms and Conditions

1.2. Your acknowledgement (via checkbox) confirms that you have received and read this Privacy Notice. It is not used as consent for data processing.

**2. PURPOSE OF PROCESSING**

2.1. We process your personal data only for verifying your eligibility to participate in the Race Simulator Challenge (including confirming you are 18+), recording your Competition lap time(s), determining winners during the Competition Sessions, and administering and awarding prizes..

2.2. We do not store, retain or use your personal data for any reason including for marketing or any other purpose.

**3. LEGAL BASIS**

Article 6(1)(b) GDPR (performance of a contract) and Article 6(1)(f) GDPR (legitimate interests), including eligibility verification, Challenge administration, fraud prevention and prize fulfilment. No consent is required or relied upon for this processing.

**4. DATA MINIMISATION AND RETENTION**

No images or biometric data are captured or stored as part of the Race Simulator Challenge. The only data retained are the minimal details required for verifying eligibility, recording Competition results, and confirming prize acceptance.

**5. WHAT WE RETAIN AND WHY**

5.1. We retain only minimal information necessary for the Challenge administration and audit purposes:

- (i) Participant's name;
- (ii) Age / ID verification confirmation (18+ eligibility);
- (iii) Competition lap time(s) and ranking;
- (iv) Prize-collection confirmation where applicable;
- (v) Record of participant acknowledgement (checkbox) confirming they received this Privacy Notice.

5.2. These records are kept solely for compliance and audit purposes for no longer than necessary, generally up to sixty (60) days after the conclusion of the Promotional Period, unless a longer period is required by law. No other personal data is retained.

## **6. SHARING OF PERSONAL DATA**

6.1. Participants personal data is not shared with any third parties, except for (i) Lo & Behold Limited (the 'Promoter') acting as data processor on behalf of Visa Europe (Malta) Limited; and, (i) three on-site Race Simulator technical operator, acting strictly as a sub-processor for the Challenge operation.

6.2. Personal data is not transferred outside Malta or the EU/EEA.

## **7. PARTICIPANTS' RIGHTS**

7.1. Participants have the right to:

- (i) request information about how your data is processed;
- (ii) object to processing where applicable;
- (iii) request correction of their personal data.

7.2. Participants may request deletion of their personal data once it is no longer required for Challenge administration or legal obligations. Event staff can support participants with any requests. Event staff can support you with any requests.

## **8. DATA CONTROLLER and PROCESSORS**

Visa Europe (Malta) Limited is the Data Controller for all personal data processed in connection with the Race Simulator Challenge. Lo & Behold Limited acts as a Data Processor on behalf of Visa Europe (Malta) Limited in accordance with the latter's instructions. A Race Simulator technical operator (the vendor supplying and running the Race Simulator equipment) acts as a sub-processor solely for operating the Race Simulator.

### **Visa Europe (Malta) Limited**

Level 2, Regional Business Centre, University Heights, Msida MSD1751, Malta

Email: [visapromo@lbh.studio](mailto:visapromo@lbh.studio)

Data Protection Officer: [privacy@visa.com](mailto:privacy@visa.com)

## **9. ACCESS TO FULL INFORMATION**

This Privacy Notice will be available at the Activation. It should be read together with the Race Simulator Challenge Terms & Conditions also available at the Activation and online at <https://www.visa.com.mt/content/dam/VCOM/regional/ve/malta/pdf/promotions/vcarb-race-simulator-tcs.pdf>

## 10. PARTICIPANTS DETAILS

**Date:**

**Name & Surname:**

**ID / Passport Number:**

I confirm that I have read and understood the Terms & Conditions and this Privacy Notice. I understand that my personal data will be processed solely for my participation in the Race Simulator Challenge and prize administration. Ticking this checkbox does not constitute consent for data processing.