

**BANK OF THE COOK ISLANDS VAKA DEBIT MASTERCARD PROMOTION
TERMS AND CONDITIONS**

1. General

- 1.1. Information on how to enter and the Prize forms part of these terms and conditions (“**Terms and Conditions**”). Participation in the Bank of the Cook Islands Spend & Win promotion (“**Promotion**”) is deemed acceptance of these Terms and Conditions.
- 1.2. The promoter of the Promotion is Bank of the Cook Islands Limited, Rarotonga, Cook Islands (“**Promoter**”).
- 1.3. Mastercard Asia/Pacific Pte. Ltd. (“**Mastercard**”) is assisting with facilitating delivery of the Prize by sharing winner and guest information, where received from Bank of the Cook Islands, with Marketbridge, Mastercard’s appointed third-party service provider assisting with coordination of Prize/travel arrangements. Mastercard does not otherwise conduct, administer, approve, licence, draw, award or fulfil the promotion.
- 1.4. **Promotion Period.** The Promotion begins at 2:00 AM Cook Islands Time on 13 September 2026 and closes at 1:59 AM Cook Islands Time on 8 November 2026 (“**Promotion Period**”).

2. Entrant Requirements

- 2.1. Valid entry is open only to Bank of the Cook Islands customers who (a) hold a Vaka Debit Mastercard; and (b) are residents of the Cook Islands; and (c) Minor Account Holders: where an eligible account is held by a customer under 18 years of age, the account may participate in the Promotion provided that a parent, legal guardian or carer authorised to act on behalf of the minor is recorded on the account in the Bank’s records. Any prize awarded in respect of that account will be awarded to and must be accepted by the authorised parent, legal guardian or carer on behalf of the minor account holder. The Bank may require evidence of the person’s identity and authority before releasing the prize (“**Eligible Entrants**”).
- 2.2. Employees, officers and contractors of Bank of the Cook Islands, Mastercard, and any agencies, suppliers or service providers associated with the Promotion are not eligible to enter.
- 2.3. The Promoter may verify the validity of entries and entrants, including identity, age, place of residence, Bank of the Cook Islands Vaka Debit Mastercard status, transaction eligibility and compliance with these Terms and Conditions. The Promoter may disqualify any entrant who tampers with the entry process, submits or benefits from an invalid transaction, acts fraudulently or unlawfully, or otherwise jeopardises the fair and proper conduct of the Promotion.
- 2.4. If there is a dispute about the identity of an entrant, the Promoter may determine the entrant’s identity by reference to the records associated with the relevant Bank of the Cook Islands account, transaction record or other verification information held by the Promoter, subject to applicable law.

3. Entry Requirements

- 3.1. To receive an entry into the Promotion (“**Entry**”), an Eligible Entrant must make an eligible online or in-store purchase transaction globally using their Vaka Debit Mastercard card during the Promotion Period (“**Eligible Transaction**”).
- 3.2. There is no minimum spend requirement to qualify as an Eligible Transaction.
- 3.3. ATM Transactions are excluded.

- 3.4. Declined, pending, reversed, refunded, disputed or chargeback transactions are not Eligible Transactions and will not qualify for an Entry.
- 3.5. Each Eligible Transaction will receive one (1) entry into the draw.
- 3.6. Entries based on transactions made outside the Promotion Period, or transactions that are later determined not to be Eligible Transactions, will be invalid.
- 3.7. Entrants are responsible for ensuring that their Bank of the Cook Islands Vaka Debit Mastercard account and contact details are accurate and up to date. The Promoter is not responsible for failure to notify a winner due to incorrect, incomplete, inactive or outdated account or contact information, except to the extent liability cannot be excluded by law.

4. Winner Selection and Notification

- 4.1. This Promotion is intended to operate as a chance-based draw. The winning Entry will be selected at random from valid Entries received during the Promotion Period.
- 4.2. The winner will be announced on Friday 4 December 2026 (**“Draw”**).
- 4.3. The Draw will be managed by the Bank of the Cook Islands. Mastercard’s role is limited to extracting and providing Bank of the Cook Islands with an anonymised list of Eligible Transactions to enable Bank of the Cook Islands to conduct the Draw and verify winners. Mastercard does not otherwise conduct, administer or supervise the Draw.
- 4.4. The Draw will be conducted by the Bank of the Cook Islands using a computer-generated random draw method in the presence of the Bank’s Chief Risk Officer, who will witness and verify the integrity of the Draw.
- 4.5. The Promoter may draw additional reserve Entries and record them in order in case a drawn entrant is ineligible, cannot be contacted, does not verify eligibility, does not accept the Prize, is unable to travel, or is otherwise unable or unwilling to comply with these Terms and Conditions.
- 4.6. The winner will be contacted by Bank of the Cook Islands, first by telephone to the number linked to their Bank of the Cook Islands Account, then followed by email if the winner does not answer.
- 4.7. The winner must confirm acceptance of the Prize within two (2) working days from the date of contact by Bank of the Cook Islands. If the winner does not confirm acceptance within that period, declines the Prize, is unreachable, is ineligible, or cannot satisfy the Promoter’s verification requirements, the Promoter may award the Prize to the next reserve winner in accordance with the process set out in these Terms and Conditions.

5. Prize

- 5.1. There is one (1) prize available to be won (**“Prize”**).
- 5.2. The Prize is a Gold Coast travel experience for four (4), consisting of one (1) winner and up to three (3) guests.
- 5.3. The Prize includes:
 - 5.3.1. Return economy flights for the winner and up to three (3) guests from Rarotonga, Cook Islands to the Gold Coast, Australia; (where the winner and/or any guest resides in the Pa Enua, they will be responsible for all costs associated with travel to and from Rarotonga, including airfares, accommodation, transfers and any other related expenses. Such costs are not included in the Prize and will not be reimbursed by the Bank of the Cook Islands.)
 - 5.3.2. Five (5) nights’ premium accommodation for the group;

- 5.3.3. Daily breakfast during the accommodation stay; and
- 5.3.4. USD 2,000 spending money per group.

- 5.4. The estimated Prize is valued at up to NZD 40,000. The actual Prize Value may vary depending on travel dates, exchange rates, flight costs, accommodation rates and supplier availability.
- 5.5. The Prize or any unused portion of the Prize is non-transferable, non-exchangeable and cannot be taken as cash, unless otherwise required by law or approved in writing by the Promoter.
- 5.6. If the Prize, or any component of the Prize, is unavailable for reasons beyond the Promoter's reasonable control, the Promoter may substitute the Prize or component with an item of equal or greater value and/or specification, subject to applicable law and any written directions from a regulatory authority.

6. Travel, Guests and Documentation

- 6.1. The winner and each guest must be Cook Islands residents.
- 6.2. The winner and each guest must hold a valid passport and must be legally able to travel from the Cook Islands to Australia.
- 6.3. The winner and each guest are responsible for applying for and obtaining any required visas, travel authorisations, passports and other travel documentation. Bank of the Cook Islands may provide reasonable assistance and supporting documents where necessary to facilitate travel arrangements; however, visa and travel authorisation decisions remain subject to the requirements and decisions of the relevant Australian authorities.
- 6.4. Guests who are minors may travel only if accompanied by a parent or legal guardian.
- 6.5. The winner and guests must comply with all airlines, accommodation, venue, transport provider, travel supplier, government, border, customs, immigration, biosecurity, health and safety requirements.
- 6.6. Any additional costs not expressly stated as included in the Prize are the responsibility of the winner and/or their guests. These may include meals other than breakfast, transfers, travel insurance, visas, passports, baggage fees, activities, incidentals, changes to travel arrangements requested by the winner or guests, medical costs, quarantine or isolation costs, and spending money beyond the USD 2,000 allowance.
- 6.7. Bank of the Cook Islands is not responsible for additional costs arising from changes to travel dates, missed flights, delays, cancellations, visa refusal, visa delay, failure to obtain travel documents, or failure by the winner or guests to comply with travel requirements, except to the extent liability cannot be excluded by law.

7. Supplier Terms and Conduct

- 7.1. The Prize is supplied by third-party suppliers who are independent of Bank of the Cook Islands, including airlines, accommodation providers, transport providers and travel service providers. Each Prize component is subject to the applicable supplier's terms and conditions.
- 7.2. The winner and guests must comply with all reasonable directions, laws, venue rules, accommodation rules, airline requirements and supplier terms while participating in the Prize.
- 7.3. Bank of the Cook Islands may withdraw the Prize or cancel any part of the Prize that has not been used, if the winner or a guest, prior to travel, behaves in a manner that is unlawful, unsafe, disruptive, offensive, or likely to bring Bank of the Cook Islands, Mastercard or their service providers into disrepute. The Bank of the Cook Islands may recover from the winner any reasonable and non-refundable travel or other Prize-related costs already incurred by the Bank as a direct result of the conduct or the resulting cancellation, to the extent permitted by law.
- 7.4. Mastercard does not assume responsibility for the products or services offered under this Promotion. Products and services are provided solely by the relevant third-party suppliers under the terms and conditions determined by those suppliers. Mastercard accepts no liability in connection with those products or services, except to the extent liability cannot be excluded by law. The inclusion of any product or service in this

Promotion must not be construed as Mastercard's certification, endorsement or recommendation of that product or service.

8. Publicity

- 8.1. Subject to applicable law, the winner and guests may be required to participate in reasonable publicity connected with the Promotion.
- 8.2. By accepting the Prize, the winner and guests consent to Bank of the Cook Islands using their name, image, likeness, voice, statements, photographs and recordings for promotional, marketing and publicity purposes connected with the Promotion, without further payment.
- 8.3. Any use of winner or guest publicity materials by Mastercard is subject to Mastercard's prior written approval and any additional consent wording required by Mastercard.

9. Privacy and Data

- 9.1. To facilitate the Draw, Mastercard will extract and provide the Bank of the Cook Islands with an anonymised dataset of Eligible Transactions. This dataset does not include entrant names or other directly identifying information and will be used by the Bank of the Cook Islands solely to conduct the Draw and verify winners in accordance with these Terms and Conditions.
- 9.2. Bank of the Cook Islands may collect and use entrant information, transaction eligibility information, account information, contact information, winner verification information, guest information and travel information for the purposes of administering the Promotion, verifying eligibility, conducting the Draw, notifying winners, awarding and fulfilling the Prize, arranging travel, complying with legal and regulatory obligations, handling disputes, responding to complaints and maintaining Promotion records.
- 9.3. Bank of the Cook Islands may share winner and guest information with Mastercard and relevant third-party suppliers, including airlines, accommodation providers, transport providers and travel service providers, only as reasonably necessary to administer, fulfil and manage the Promotion and Prize.
- 9.4. Where Mastercard receives winner or guest personal information from Bank of the Cook Islands, Mastercard may share that information with Marketbridge, Mastercard's appointed third-party service provider assisting with the coordination and delivery of the Prize (including travel arrangements), solely for that purpose and subject to appropriate confidentiality and data protection obligations.
- 9.5. Mastercard should receive only the minimum personal information reasonably necessary for its agreed support role, if any, and must not be treated as the Promoter.
- 9.6. Marketing communications are not a condition of entry. Participation in the Promotion does not constitute consent to receiving marketing communications unrelated to the Promotion.

10. Force Majeure, modification and cancellation

- 10.1. If the Promotion is not capable of running as planned due to any reason beyond the reasonable control of the Promoter, including fraud, technical failure, unauthorised intervention, supplier failure, government direction, regulatory requirement, travel restriction, pandemic, natural disaster or any other event that affects the administration, security, fairness, integrity or proper conduct of the Promotion, the Promoter may modify, suspend, terminate or cancel the Promotion, subject to applicable law and any written directions from a regulatory authority.
- 10.2. The Promoter may disqualify any entrant who tampers with the entry process, interferes with the Promotion, submits or benefits from invalid transactions, acts fraudulently or unlawfully, or otherwise breaches these Terms and Conditions.
- 10.3. If the Promotion is modified, suspended, terminated or cancelled, the Promoter will take reasonable steps to minimise consumer detriment and provide notice in a manner determined by the Promoter and required by applicable law.

11. Liability

11.1. Nothing in these Terms and Conditions excludes, restricts or modifies any rights, remedies, guarantees, warranties or liabilities that cannot lawfully be excluded, restricted or modified under applicable law.

11.2. Subject to clause 11.1, Bank of the Cook Islands is not liable for any loss, damage, injury, delay, cancellation, failure, expense or cost arising out of or in connection with:

- 11.2.1. any technical difficulty or equipment malfunction;
- 11.2.2. any theft, unauthorised access or third-party interference;
- 11.2.3. any late, lost, altered, damaged, incomplete, misdirected or invalid Entry or Prize claim;
- 11.2.4. any variation in Prize value;
- 11.2.5. any tax liability incurred by an entrant, winner or guest;
- 11.2.6. the conduct of any third party supplier;
- 11.2.7. travel disruption, delay or cancellation;
- 11.2.8. failure by the winner or guests to comply with travel or legal requirements; or
- 11.2.9. taking, using or participating in the Prize, except to the extent caused by that Party's own negligence, fraud, willful misconduct or liability that cannot be excluded by law.

11.3. Bank of the Cook Islands is solely responsible for the conduct, administration and fulfilment of the Promotion, including eligibility, entry validation, winner selection, winner notification, Prize fulfilment, customer enquiries, complaints, and compliance with applicable law.

12. Tax

12.1. The winner and guests are responsible for any personal tax consequences arising from accepting or using the Prize, except to the extent Bank of the Cook Islands confirms otherwise.

13. Governing law and complaints

13.1. These Terms and Conditions are governed by the laws of the Cook Islands.

13.2. The courts of the Cook Islands will have exclusive jurisdiction.

13.3. For Promotion enquiries, contact Bank of the Cook Islands at marketing@bci.co.ck or telephone +682 29341.

14. General

14.1. These Terms and Conditions prevail to the extent of any inconsistency with any advertising, promotional or other materials relating to the Promotion.

14.2. If any provision of these Terms and Conditions is invalid, illegal or unenforceable, the remaining provisions remain in force to the maximum extent permitted by law.

14.3. The Promoter's failure to enforce any right under these Terms and Conditions does not waive that right.

14.4. Headings are for convenience only and do not affect interpretation.

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