19. Liability – To the extent permitted by applicable law, by way of acceptance of these Rules you agree that we will be liable for no damages caused to you in the course of your participation in the Program, save for damages resulting from your intentional actions or gross negligence. You hereby expressly agree that to the extent permitted by law, we give you no warranty for product defects or deficiencies in respect of the MasterCard Rewards (which may be covered by the producer’s guarantee). At no point in time can MasterCard be considered as the legal owner or supplier of the MasterCard Rewards. For issues relating to the quality of the MasterCard Rewards, you will contact the relevant Redemption Partner.

20. Use of the Program Site. The following requirements apply to your use of the Program Site:

- You will not use any electronic communication feature of the Program Site for any purpose that is unlawful, tortious, abusive, intrusive on another’s privacy, harassing, libelous, defamatory, embarrasing, obscene, threatening, or hateful.
- You will not upload, post, reproduce, or distribute any information, software, or other material protected by copyright or any other intellectual property right (as well as rights of publicity and privacy) without first obtaining the permission of the owner of such rights.
- You will not collect or store personal data about other users.
- You will not use the Program Site for any commercial purpose not expressly approved by MasterCard in writing.
- You will not upload, post, email, or otherwise transmit any advertising or promotional materials, including without limitation, “junk mail,” “surveys,” “spam,” “chain letters,” “pyramid schemes,” or any other form of solicitation or unauthorized communication.
- You will not upload, post, email, or otherwise transmit any material that contains viruses or any other computer code, files, or programs which might interrupt, limit, or interfere with the functionality of any computer software or hardware or telecommunications equipment.

The Internet may be subject to breaches of security. To the maximum extent permitted by applicable law, MasterCard is not responsible for any resulting damage to any user's device or computer from any such security breach, or from any virus, bug, interruption, deletion, defect, delay in operation or transmission, computer line failure or any other technical or other malfunction. You should also be aware that e-mail and other submissions over the Internet may not be secure, and you should consider this before e-mailing MasterCard or the any information or posting information to the Program Site. MasterCard makes no representation or warranty whatsoever regarding the suitability, functionality, performance, availability or operation of the Program Site. This Program Site may be temporarily unavailable due to maintenance or malfunction of computer equipment.

THE PROGRAM SITE (INCLUDING ALL PROGRAM SITE UPDATES) AND THE CONTENT ARE MADE AVAILABLE ON AN “AS IS” “AS AVAILABLE” AND “WITH ALL FAULTS” BASIS. MASTERCARD SPECIFICALLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OF MERCHANTABILITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO THE PROGRAM SITE AND THE MASTERCARD CONTENT. MASTERCARD DOES NOT WARRANT THAT THE FUNCTIONS CONTAINED IN OR SERVICES PERFORMED, PROVIDED OR ENABLED BY OR THROUGH THE PROGRAM SITE (INCLUDING ANY PROGRAM SITE UPDATES) WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OF THE PROGRAM SITE, INCLUDING ANY PROGRAM SITE UPDATES) WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE PROGRAM SITE (INCLUDING ANY PROGRAM SITE UPDATES) WILL BE CORRECTED. No oral or written information or advice given by MasterCard or an authorized representative shall be deemed to alter this disclaimer of warranty, or to create any warranty.

21. Intellectual Property Ownership. As between you and MasterCard, you own your content provided to the Program Site. You hereby grant MasterCard, for an unspecified period, a non-exclusive, irrevocable license to use, copy, modify, display, distribute and create derivative works of any of your content displayed, transmitted or distributed through the Program Site. Your content may be used by MasterCard on the following fields of exploitation: reproduction, in particular, digital reproduction, as well as dissemination, including making your content available. You agree that MasterCard is not obliged to reveal any authorship associated with MasterCard’s use of your content. MasterCard owns the Program Site, MasterCard content, and the selection, coordination, and arrangement thereof, including but not limited to visual interfaces, interactive features, graphics, design, compilation, computer code, products, software, and all other elements and components of the Program Site excluding your content and content that originates from parties other than MasterCard. MasterCard also owns the copyrights, trademarks, and other intellectual and proprietary rights throughout the world associated with the MasterCard content and the Program Site. You may not modify, reproduce, distribute, create derivative works or adaptations of, publicly display or in any way exploit any of the MasterCard content in whole or in part except as expressly authorized by MasterCard. There are a number of trademarks, logos, service marks, slogans, product names and designations and other proprietary indicia (collectively “Trademarks”) used in the Program Site and in the MasterCard content. By making these Trademarks available through the Program Site and in the MasterCard content, MasterCard is not granting you a license to use them in any fashion, and you are not granted any license under any of MasterCard’s or any third party’s Trademarks or other intellectual property rights. The unauthorized copying, displaying, selling, distributing or other use of any MasterCard content or Program Site is a violation of the law. You acknowledge having been advised by MasterCard that the content and Program Site is protected by a variety of laws, including but not limited to, copyright laws and treaty provisions, trademark laws, patent laws and other intellectual property and proprietary rights laws.

22. Assignment – By accepting these Rules you expressly agree that we can transfer to any other person any or all of your rights and duties under these Rules at any time and that such transfer will not be subject to points (a) and (b) of section 16 “Changes” of these Rules.

23. Contact us – All your inquiries and notices with regard to the Program Site of these Rules must be submitted by calling 1-800-790-0814 between 9am - 9pm (Eastern Time) Monday through Friday, or 9 am - 7 pm (Eastern Time) Saturday through Sunday.

24. Severability – Should any part or provision of these Rules be held unlawful, invalid or unenforceable, that portion will be deemed severable from these Rules and will not affect the validity and enforceability of any remaining provisions. These Rules supersedes any prior agreement, representation, warranty and understanding with respect to the Program. To the extent that anything in or associated with this Program is in conflict with or inconsistent with these Rules, the Rules will take precedence, unless otherwise specified. MasterCard's failure to enforce any provision of these Rules will not be deemed a waiver of such provisions nor of its right to enforce such provisions.

25. Law – These Rules and other terms of your participation in the Program will be governed by the laws of the state of New York and all disputes resulting from your participation in the Program will be subject to the exclusive jurisdiction of courts located in the state of New York to the extent permitted by applicable law.
by MasterCard or on our order directed to the participants in the Program. 

"Redemption Partners" means the companies who provide opportunities to redeem
Points under the Program.

"Rewards Center" means the call center we maintain to answer questions about
Points, MasterCard Rewards and the Program generally as well as to provide a
contact to you thirty (30) calendar days term without fulfillment of any other formality whatsoever and
without intervention of a court of law or an arbitration tribunal. After the expiry of
such period no redemption of Points will be possible, all remaining Points being
canceled at the expiry of the above-mentioned period.

14. Termination of the Program – We reserve the right to terminate the Program, or any part of it, at any time, by giving thirty (30) calendar days’ advance notice to you in writing. Such notice will specify the date from which you will no longer be able to earn Points and the period for which the earned Points will remain valid. After the expiry of such period no redemption of the Points will be possible, all remaining Points being canceled at the expiry of the above-mentioned period.

15. Promotions – MasterCard may organize Promotions enabling you to achieve
additional Rewards. Participation rules, awards and conditions of achieving such Rewards will be described in the regulation of each such particular Promotion.

16. Changes:
(a) MasterCard may change or update portions of these Rules at any time and
without prior notice to you. Notice of the changes will be posted on the Program Site or
sent to your e-mail address. The changes will become effective and fully applicable
to you thirty (30) calendar days after delivery to your e-mail address or
publication on the Program Site. (b) If within fourteen (14) calendar days from
the delivery by e-mail or publication on the Program Site of any of the changes you do
not refuse their acceptance in writing, this shall mean that you have consented to the
Rules as such have been changed. Your express refusal to accept the Rules’ changes
means termination of your Program participation as of thirty (30) calendar days
following the receipt by MasterCard of such written refusal. (c) Changes of details
of the Program which are not specified by these Rules, such as the Redemption
Partners, the MasterCard Rewards available for redemption or the Points required
for such MasterCard Rewards, may be effected at any time without notice and
they do not constitute a change of these Rules. (d) Hereby you expressly agree that
MasterCard can assign its right and obligations arisen out of this Rules to another
person. For the avoidance of any doubt, the requirements under points (a) and (b) of
this section shall not be applicable to such assignment.

17. Redemption Partners – These Rules do not create any agency, partnership or
joint venture relationship between us and the Redemption Partners. We are not
responsible, and assume no liability, for changes in, or discontinuance of, Points or
other benefits provided by Redemption Partners. MasterCard is not liable for any
loss or damage (including without limitation damages caused intentionally or by
gross negligence, or being in the scope not related to the Program itself) incurred as
a result of any interaction between you and a Redemption Partner. You acknowledge
that MasterCard does not endorse or warrant either Redemption Partners, or
the offers they provide and all aspects related thereto shall be addressed and
solved directly by you with the respective Redemption Partners without involving
MasterCard.

18. Privacy – To the extent you are a natural person (as opposed to a company or
acting as private entrepreneur) MasterCard collects and processes your personal
data in compliance with applicable data protection laws and regulations, and
in accordance with the MasterCard’s Rewards Program Privacy Notice, available at