

**PUBLIC OFFER**  
**(for participation in the GARMIN PAY Promotional Campaign)**

**Tashkent city**

**August 04, 2025**

This Public Offer for participation in the **GARMIN PAY promotional campaign (hereinafter referred to as the Offer)** specifies the procedure, terms and conditions, place and period of the GARMIN PAY Promotional Campaign (hereinafter referred to as the Promotional Campaign), announced and conducted by **JSCB Kapitalbank (hereinafter referred to as the Arranger)**, represented by K.L. Maevskiy, the Chairman of the Management Board, acting on the basis of the Charter, **EMJIEM LLC**, represented by Sh.Kh. Umarov (**hereinafter referred to as the Grantor**) and in accordance with Article 369 of the Civil Code of the Republic of Uzbekistan is addressed to an unspecified group of **individuals – residents of the Republic of Uzbekistan who have reached the age of 18 (hereinafter referred to as the Participants)**, in order to provide the opportunity to participate in the drawing conducted as a part of the Promotional Campaign (hereinafter referred to as the Promotional Campaign).

The current version of this Offer is posted and available in the Internet at: [www.kapitalbank.uz](http://www.kapitalbank.uz) (hereinafter referred to as the Website) and in the Bank's Mobile Application (hereinafter referred to as the Application).

**TERMS AND DEFINITIONS**

Visa Card is a card with an account in national or foreign currency using international payment systems.

Cardholder is an individual who holds a Visa card in his/her name issued in JSCB Kapitalbank (hereinafter referred to as the Bank), who is a Participant within the framework this Offer.

Card opening is the conclusion of an agreement for opening a card account with the Arranger's branch by submitting an offline application for opening a card at any branch of the bank.

Payment – a payment for goods or services in national or foreign currency.

**I. THE SUBJECT MATTER OF THE OFFER**

**1.1.** This Offer specifies the terms and conditions of participation, the procedure and location of the Promotional Campaign and the drawing conducted within its framework, as well as sets the content of other legal relations that arise between the Arranger and a Participant in case of this Offer acceptance.

**1.2.** The main goal of the Promotional Campaign is paying up of contribution to the financial literacy improvement among the population.

**1.3.** The period of the Promotional Campaign is **01.08.2025 – 31.01.2026 inclusive**.

**1.4.** The winners of the drawing conducted as a part of this Promotional Campaign shall be determined using the Random.org online platform or other similar platforms that provide random number generation from a range or random selection from a list.

**1.5.** Information about the results of the drawing conducted as a part of the Promotional Campaign is posted on the official website, the Arranger's pages in social networks and the media.

**1.6. The rules of participation in the Competition:**

**1.6.1.** Residents of the Republic of Uzbekistan who have reached the age of 18 and are not employees of the **Arranger can participate in the drawing**.

1.6.2. The Participants of the Promotional Campaign are all the Arranger's clients who meet the following conditions:

- 1) They are holders of Visa Classic, Visa Gold, Platinum, Infinite, Visa Infinite Veneer, Visa Infinite Metal Edge cards for individuals (hereinafter referred to as the Card) in any currency (currencies);
- 2) Those who have purchased (paid for) goods and services with a single receipt in the amount of 500,000 sum or more (equivalent in any currency) during one calendar month.

1.6.3 Clients who issued a card for themselves during the reporting month are also participants of the Promotional Campaign.

1.7. The drawings will be conducted in live broadcast mode on the Arranger's official pages in social networks (Instagram) or on the Arranger's official messenger channel (Telegram) in accordance with the schedule of dates specified in clause 1.8 of this Offer, in case of changes in the dates of the drawings, the arranger will announce this on the [www.kapitalbank.uz](http://www.kapitalbank.uz) website or on the official pages in social networks before the start of the broadcast.

1.8. The schedule of drawings and shooting:

<b>Garmin watches drawings:</b>
from September 10 to September 15, 2025
from October 10 to October 15, 2025
from November 10 to November 15, 2025
from December 10 to December 15, 2025
from January 10 to January 15, 2026
from February 10 to February 15, 2026.

1.9. According to the schedule of the drawings (clause 1.8.), the following prizes will be awarded for each Garmin watches drawing:

- **3 prizes for 1 piece of Garmin watch;**

**Total number of winners for 1 drawing: 3 persons.**

**The total number of watches per drawing: 3 pieces.**

The watch will be given to the Winner at the Bank's branch within 10 banking days. If necessary, the Arranger has the right to require the winner to present an ID card or passport at one of the bank's branches for identification and signing of the acceptance certificate between the Arranger and the Participant. If the Winner refuses to go through the identification process, the Arranger has the right to refuse to award the prize, while the Arranger has the right to draw the prize not awarded in the next drawing.

## II. THE ORDER OF ACCEPTANCE

2.1. The acceptance of this Offer is carried out by accepting a Prize from the Arrangers;

2.1.1. Acceptance of this Offer means the full and unconditional acceptance of all the terms and conditions of the Offer by the Participant without any exceptions and/or restrictions and is equivalent to the conclusion of a written agreement.

2.1.2. By accepting this Offer, the Participant is considered to have confirmed that he/she:

- is fully familiar with, agree and oblige to comply with the terms and conditions of this Offer.
- he/she understands the contents and possible legal consequences for the Participant in connection with the concluded Offer;
- is legally capable and confirms his/her legal right to enter into contractual relations with the Arranger.

**2.2.** Herewith, all participants who have performed the actions specified in clause 2.1. of this Offer, shall provide the Arranger with consent to the processing of the Participant's personal data (carried out on paper and/or electronic media using and/or without using of automation tools for collection, recording, systematization, accumulation, storage, clarification (updates, changes), extraction, use, transfer (distribution, provision, access, including when ordering the processing of personal data to third parties), depersonalization, blocking, deletion, destruction of Personal Data) provided to the Arranger by the Participant, as well as any video and photo images of the Participant (including those obtained by shooting with the consent of the Participant).

The Participant also grants the Arranger the right (consent) to process any special categories of their personal data and biometric personal data, if the need to process such personal data ever arises for the purposes of processing specified in this consent.

**2.3.** The Arranger reserves the right to publish additional information concerning the Promotional Campaign and to change the terms and conditions of the Promotional Campaign (public offer) unilaterally with notification via the Arranger's Internet resources no later than 5 days before the changes are made.

### **III. AWARDING**

**3.1.** Participants who open a Card conforming to the rules of this Offer **before 31.01.2026 become participants in the prize drawing.**

**3.2.** The awarding of prizes will take place at the Bank's branches. In case of refusal to participate in the photo / video recording of the awarding and further use of photo / video materials for advertising purposes, as well as in case of failure to present the ID documents and sign the documents, the Arranger has the right to refuse to award the prize. The Arranger is obliged to redraw a similar prize in the next drawing. Prizes are awarded at the expense and on behalf of the Grantor.

**3.3.** The awarding of prizes will take place within 10 banking days after the submission of all necessary documents and the signing of the acceptance certificate between the Arranger and the Participants.

**3.4.** Payment of all relevant taxes and mandatory payments to the state budget that have arisen (or that may arise) in connection with receiving the prize (prizes) under this special promotion is assigned to the Participant who won the prize, in accordance with the procedure established by the Tax Code and the legislation of the Republic of Uzbekistan, if any.

The Grantor, upon agreement with the Arranger, reserves the right to change the prizes, provided that their characteristics are not worse (lower in value) as stated in the promotional materials of the special promotion.

**3.5.** The Participants who have become the winner of the prize (prizes) are not entitled to demand the replacement of the prize, or to demand the monetary value of the main prize, to replace the prize with another higher or lower value with the condition of additional payment or refund of the difference in value.

**3.6.** The Arranger reserves the right not to enter into written negotiations or other contacts with the Participants, except in cases of disputes or when awarding a prize.

**3.7.** The Arranger has the right to withdraw this Offer at any time. The Arranger undertakes to post a notice of withdrawal of the Offer on its [www.kapitalbank.uz](http://www.kapitalbank.uz) website, at least 12 hours before the occurrence of the event of withdrawal (suspension) of this Offer.

**3.8.** The prize fund:

- Garmin watches in the amount of 18 pieces

#### **IV. RESPONSIBILITY OF THE PARTIES**

**4.1.** The Parties are responsible for non-fulfillment or improper fulfillment of the terms and conditions of this Public Offer in accordance with the legislation of the Republic of Uzbekistan.

**4.2.** The Arranger is not responsible for improper fulfillment of the terms and conditions of the Public Offer, if such non-fulfillment is caused by reasons beyond the control of the Arranger.

**4.3.** The Arranger does not bear any responsibility for any damage caused to the health (life) of the winner of the prize, as well as to the property, health or life of third parties during the entire life of the prizes.

**4.4.** All disputes and disagreements that may arise during this Promotional Campaign will be resolved through negotiations between the Bank and the Participant on the basis of goodwill and mutual understanding. In the absence of consent, the dispute shall be subject to judicial review.

**4.5.** The Parties are released from liability for non-fulfillment or improper fulfillment of obligations if this non-fulfillment was the result of force majeure circumstances that arose after the conclusion of the Agreement as a result of extraordinary events that the Party could not have foreseen or prevented by reasonable measures (force majeure) after the acceptance of this Public Offer, including as acceptance of relevant acts (resolutions, decisions, etc.) by the state bodies of the Republic of Uzbekistan, including the Central Bank of the Republic of Uzbekistan, that prevent the Arranger from fulfilling its obligations under this Public Offer.

#### **V. THE PROCEDURE FOR INFORMING THE PARTICIPANTS OF THE SPECIAL PROMOTION ABOUT THE TERMS AND CONDITIONS OF THE SPECIAL PROMOTION, SUSPENSION OR EARLY TERMINATION OF THE SPECIAL PROMOTION**

**5.1.** The Participants of the Promotional Campaign shall be informed about the terms and conditions and procedure of its conduction by posting promotional videos on monitors in the bank's branches, posting publications on the bank's page in social networks, as well as in the Internet.

**5.2.** Detailed information about this Promotional Campaign, as well as the Rules of the special promotion, will be posted on the Bank's official website: [www.kapitalbank.uz](http://www.kapitalbank.uz), in the Special Promotions section.

**5.3.** Detailed information about the special promotion can also be obtained by calling the bank's hotline at the short number **1340** or by calling **(+998 71) 200-15-15**.

**5.4.** In case of early termination of the special promotion, extension of its periods, or changes in the Rules, the relevant information will be posted on the Bank's website: [www.kapitalbank.uz](http://www.kapitalbank.uz), in the Special Promotions section.

## **VI. PROCEDURE FOR THE EXAMINATION OF DISAGREEMENTS**

**6.1.** Any dispute arising out of this Public Offer must be resolved amicably based on a written request. The term of consideration of the appeal and the requirements for its content are determined by the current legislation of the Republic of Uzbekistan.

**6.2.** If the dispute that has arisen is not resolved amicably, it is subject to consideration in a subordinate court at the location of JSCB Kapitalbank in accordance with the procedure provided for by the current legislation of the Republic of Uzbekistan.

## **VII. OFFER VALIDITY PERIOD.**

**7.1.** The Offer comes into force after the Participant makes an acceptance and is valid until the end of the period specified in clause 1.3. of this Public Offer or its withdrawal by the Arranger.

## **VIII. OTHER TERMS AND CONDITIONS**

**8.1.** In everything that is not directly provided for in this Offer, the Parties shall be guided by the current legislation of the Republic of Uzbekistan and business practices.

**8.1.** The agreement applies to all legal relations and implicative actions since 01.08.2025

**8.2.** In the event that any of the provisions of this Offer become illegal and/or invalid in accordance with the current legislation of the Republic of Uzbekistan, such provisions of the Offer do not apply in the relationship between the Parties and will be replaced by new provisions that best meet the original intentions contained in the Public Offer. The other provisions of the Offer shall remain in full force and effect.

**8.3.** This Offer is published in Russian.

## **IX. ADDRESS AND DETAILS OF JSCB KAPITALBANK**

Legal address: 7, Sayilgoh street, Yunus-Abad district, Tashkent

Bank Code: 01158; TIN: 207127843. Telephone: 200-45-45