

Visa and DCT Retail Abu Dhabi Winter Shopping Season Terms & Conditions

Participants in the ‘**Visa and DCT 2020 - 2021 Retail Abu Dhabi Winter Shopping Season** (the “**Promotion**”) will be deemed to have accepted these Terms and Conditions (“**Terms & Conditions**”) [retailabudhabi.ae] and the privacy policy available at https://ae.visamiddleeast.com/en_AE/pay-with-visa/featured-technologies/visa-mobile-app/privacy.html (“**Privacy Policy**”) and agreed to be bound by them when participating in any element of this Promotion.

1. Promotion Overview

- 1.1 Eligible participants must spend AED 200 or more with participating outlets in Abu Dhabi and Al Ain, using an Eligible Visa Card issued in UAE or Visa Card issued in KSA, during the course of the Promotion Period (both terms defined below) to automatically enter into a draw to win mega prizes.
To enter the draw for the Etihad Guest Miles, eligible participants must spend AED 200 or more with participating outlets in Abu Dhabi and Al Ain using an Etihad Guest Visa card and be an Etihad Guest member to be eligible for the Etihad Guest Miles prize. The Etihad Guest Miles Prize: Each winner will receive a total 250,000 of Etihad Guest Miles.
- 1.2 The Promotion opens at 00:01 (+4 GMT) on 10th December 2020 and closes at 23:59 (+4 GMT) on 14th February 2021 (the “**Promotion Period**”).

2 Eligibility

- 2.1 All persons aged 21 or over, who, at the time of participating possess full legal capacity and hold a valid Visa Card issued in UAE or Visa card issued in KSA. This includes all debit, credit and pre-paid cards. Otherwise, eligible participants between the ages of 18 and 21 may be required to furnish parental consent before they may participate and/or claim the offer.
- 2.2 Eligible Participants automatically lose their eligibility to participate in the Promotion upon violation (or attempted violation) of these Terms & Conditions or the spirit of these Terms & Conditions.
- 2.3 Transactions on any Visa Card in the form of reversals, refunds or disputed purchases during the offer period will be deducted from the qualifying spend. This includes all debit, credit and pre-paid cards.
- 2.4 Delinquent or blocked Debit or Credit Card customers during the promotion period will not be eligible to enter the Promotion during the Promotion Period
- 2.5 Visa, Action Global Communications and Department of Culture and Tourism – Abu Dhabi (DCT) staff directly working on this Promotion are not eligible to participate in the Promotion.
- 2.6 An Eligible Participant will be entitled to win no more than one prize of any kind during the Promotion Period.

3 How to participate

- 3.1 Eligible Participants must spend a minimum of AED 200 in aggregate on a single Eligible Card with participating outlets in Abu Dhabi and Al Ain, during the Promotion Period (the “**Minimum Spend**”). The full list of participating outlets is set out at Annex A.
- 3.2 Relative to the Etihad 2 million miles exclusive to Etihad Guest Card Visa cardholders, eligible participants must be an Etihad Guest member and must also hold a valid Etihad Guest Visa card.
- 3.3 Provided the Minimum Spend has been reached, the Eligible Card used will be automatically entered into final draws for prizes. No cash alternative will be offered.
- 3.4 There is no limit on the number of cards to receive an Eligible Participant can use to redeem the offer.
- 3.5 During the Promotion Period there is no limit to the number of times an Eligible Participant can enter the Promotion during the Promotional Period, and each entry will be made on account of each separate Qualifying Payment: for example, a single transaction of AED1,000 equates to 5 Qualifying Payments and therefore enables five entries into the Promotion and separate transactions of AED 50 and AED 150 (equalling AED200 in aggregate) on the same Eligible Visa Card would equate to one Qualifying Payment and a single entry into the Promotion. Visa to confirm if we replace with the above for additional clarification.
- 3.6 Draw will be conducted on eligible transactions processed by VisaNet and those submitted by acquiring banks and based on the merchant ‘Names’ and ‘City’ as reflected for those transaction.

4 Collection and Use of Personal Information

- 4.1 Eligible Participants may be required to provide personal information to the Promoter (as defined in section 5.10 below) in order to take part in this Promotion. By providing their personal information, Eligible Participants consent to the Promoter and its appointees using their personal information to the extent necessary for the effective conduct of the Promotion, which may include the passing of such personal information to third parties, as well as to parties outside the United Arab Emirates. The Promoter will ensure that the Eligible Participant’s personal data is encrypted for international transfer purposes. Eligible Participants nonetheless acknowledge that such countries may not have data protection laws or laws which are neither equivalent nor stricter than those of the Eligible Participant’s country of residence and consents to such transfer. Any information shared by Eligible Participants with the issuing banks as part of this Promotion may also be subject to the respective bank’s privacy policy.
- 4.2 In the event of any conflict between these Terms & Conditions and the Privacy Policy, the Privacy Policy shall prevail.

5 General

- 5.1 The Promoter is not responsible for the lost opportunity in entering the Promotion should a qualifying transaction not be recorded for any reason.
- 5.2 The Promoter does not accept responsibility for network, computer, hardware and/or software failures of any kind, which may restrict or delay the sending or receipt of qualifying transactions.
- 5.3 All terms and conditions, product and service guarantees, warranties, and other consumer rights in relation to goods purchased from participating merchants as part of the Minimum Spend will remain between the provider of the relevant goods and the Eligible Participant.
- 5.4 Visa, DCT, and associated companies will not be responsible for any loss or damage suffered by Eligible Participants or any other person in connection with the Promotion or in the use of the Prize. As such, participants agree to indemnify the Promoter (and its officers, employees and agents) against, and hold the Promoter harmless from, any damages, liabilities, losses, or expenses incurred arising directly or indirectly out of the participant's participation in the Promotion, the participant's use or acceptance of any Prize, the participant's breach of these Terms & Conditions or the participant's negligent or fraudulent act or omission in relation to the Promotion.
- 5.5 The Promoter retains the right to null and void any transaction where it suspects that it may be fraudulent.
- 5.6 The Promotion is governed by the laws of the Emirate of Abu Dhabi and such Federal Laws of the United Arab Emirates as are applicable to the Emirate of Abu Dhabi.
- 5.7 The Promoter will not be held responsible to make any tax payments of any kind relating to the Promotion on behalf of Eligible Participants.
- 5.8 Draws will take place every two weeks. Winners will have one month to collect their prize, after which the prize will be forfeited and a new winner will be chosen or the prize will be used for another campaign.
- 5.9 To the extent permitted by law, the Promoter reserves the right to change the Terms & Conditions for this Promotion at any time, with or without notice. Any changes to the Promotion or these Terms & Conditions will be posted on www.visamiddleeast.com and Retail Abu Dhabi website.
- 5.10 The Promoter is Action Global Communications, also known as MCS/ACTION FZ LLC, with its principle place of business at 410, Building 8, Dubai Media City, PO. Box 20970, Dubai, United Arab Emirates, and it is responsible for managing this Promotion and all issues related to it on behalf of DCT.
- 5.11 Subject to the prior written approval of DCT and VISA, the Promoter's decisions in regard to winners and prizes are final and binding in all respects. No correspondence will be entered into.

6.0 Winners

- 6.1 The Winners will be drawn by Visa, Action Global Communications, DCT and the representative from the Abu Dhabi Department of Economic Development (DED).
- 6.2 The Winners of the Draw will be contacted by participating banks and/or Visa representatives using the contact details registered with their respective banks.
- 6.3 If the participating banks and/or Visa representatives are unable to reach the winner after one week of the announcement, or if the winner refuses to accept the prize based on these Terms & Conditions, then the Promoter reserves the right to award the prize to an alternative winner.
- 6.4 By registering for the Draw; and should you win the prize listed herein, you acknowledge and agree to waive and release your rights in regards to certain personal information (such as your name, age, nationality, gender, and other personal information provided to use such personal information to advertise and announce you as a prize winner across any medium and media including social media, newspapers, magazines, etc.
- 6.5 By entering the Promotion and accepting the prize, the winners consent to the use of their name and photograph in connection with the Promotion and agree to take part in such other reasonable publicity as may be determined by the Promoter. Such publicity may include, but is not limited to, press releases regarding participation in the Promotion.
- 6.6 The Winners might be requested to show upon request the original invoice(s) linked to the winning transaction during the campaign. Failure to do so will result in the prize being forfeited.

7.0 Prizes

- 7.1 The prizes are non-transferrable and non-exchangeable and there will be no cash alternative.
- 7.2 The Prizes must be taken as offered. The prize, or any unused portion of the prize, is not exchangeable or cannot be redeemed as cash. The prize cannot be used in conjunction with any other special offer. In the event that a portion of the prize is awarded to the winner in the form of a voucher, ticket, pass, letter, redemption of that portion of the prize will be subject to the terms and conditions stipulated on the voucher, ticket, pass, letter. The Promoter will not be liable for any voucher, ticket, pass, letter that has been lost, stolen, forged, damaged or tampered with in any way.
- 7.3 All prizes are subject to the terms and conditions set by the Promoter.
- 7.4 To redeem the prizes, the selected winners must present at least one valid form of identification (passport, identity card, etc.)
- 7.5 To the extent permissible by applicable law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the winner or accept any liability for any loss, damage, personal injury or death occurring as a result of taking up the prize.
- 7.6 Handover of the prizes will be scheduled by the Promoter.
- 7.7 Prizes may not be transferred and may only be redeemed by the selected winner.
- 7.8 Visa, DCT, and associated companies shall not be held liable for any variation or delay associated with this Promotion or the Prize for any reason.

Annex A
Participating Outlets

Participating outlets include the participating malls and retailers listed below. This list is subject to change without notice:

Abu Dhabi Mall
Al Ain Mall
Al Foah Mall
Al Jimi Mall
Al Raha Mall
Al Wahda Mall
Barrari Outlet Mall
Bawabat Al Sharq
Bawadi Mall
City Centre Masdar
Dalma Mall
Deerfields
Fotouh Al Khair
Hili Mall
Khalidyah Mall
Madinat Zayed
Marina Mall
Mazyad Mall
Mushrif Mall
The Galleria
WTC Mall
Yas Mall