

## Visa Meraas Summer Campaign Terms & Conditions

Participants in the “**Visa Meraas Summer Campaign**” (the “**Campaign**”) will be deemed to have accepted these Terms and Conditions (“**Terms & Conditions**”) and agreed to be bound by them when participating in any element of this Campaign.

### **1. Campaign Overview.**

- 1.1. Spend AED250 or more on an Eligible Visa Card in any Meraas destination in the UAE as specified in clause 3.1(iii) below. Participation, during the Campaign Period, to be automatically entered into a random draw to win the Prize (terms defined below).
- 1.2. The Campaign will open at 00:01 (+4 GMT) on 15 September 2019 and close at 23:59 (+4 GMT) on 15 October 2019 (the “**Campaign Period**”).

### **2. Eligible Participants**

- 2.1. All persons aged 21 or over, who possess full legal capacity, hold an Eligible Visa Card, and who are legal residents of the UAE, at the time of making a qualifying entry will be eligible to participate in the Campaign. An otherwise eligible winner between the ages of 18 and 21 may be required to furnish written parental consent before he or she may participate and/or claim any prize on the same terms.
- 2.2. Employees, officers, directors, agents and managers of, together with any other persons specified by law (including immediate family members) as being too closely related to, Meraas group companies, Visa group companies, BBDO, Mirium, Starcom, Proximity, or any third party involved in the supply of the Prize, are non-eligible participants.
- 2.3. Participants automatically lose their eligibility to participate in the Campaign upon violation (or attempted violation) of these Terms & Conditions or the spirit of these Terms & Conditions as determined by the Promoter at its sole discretion. To opt-out of this Campaign, please contact the Promoter at its address below.

### **3. Participation**

- 3.1. Eligible Participants who spend:
  - i) AED250 or more;
  - ii) in a single transaction;
  - iii) at one of the following Meraas destinations in the UAE:
    - (1) City Walk
    - (2) The Beach
    - (3) Boxpark
    - (4) The Outlet Village
    - (5) Al Seef
    - (6) La Mer
    - (7) Last Exit
    - (8) Bluewaters

- iv) on an Eligible Visa Card;
- v) during the Campaign Period,

will be automatically entered for the chance to win the Prize ("**Qualifying Entry**") in a random draw held on 10 November 2019 ("**Draw Date**"). For the avoidance of doubt, to be a Qualified Entry the Eligible Participant must satisfy 3.1(i) through (v) (inclusive).

3.2. There is no limit on the number of Qualifying Entries an Eligible Participant may make. All Qualifying Entries will be extracted from the Visa network at the end of the Campaign Period and the winner will be selected from the entries, at random, on the Draw Date. The random draw will take place under the supervision of a representative from an authorised UAE government agency.

#### 4. **Winners**

- 4.1. The winner will receive a Meraas gift card ("**Meraas Gift Card**") with the value of AED 50,000 (the "**Prize**"), redeemable at outlets within Meraas destinations where Meraas Gift Card is accepted, as per the Meraas Gift Card terms and conditions which can be accessed on: <https://www.meraasgiftcard.com/terms-and-conditions> which may be updated from time to time. No cash alternative will be offered. The Meraas Gift Card is non-transferable, and it may be cancelled, repossessed, or revoked at any time without prior notice in accordance with the Meraas Gift Card terms and conditions.
- 4.2. The winner will be contacted via email and telephone within 15 working days from the Draw Date and provided with a confirmation letter and instructions for the collection of the Prize.
- 4.3. The winner will be required to sign and return the confirmation letter within 7 calendar days and bring it with them, along with a valid form of ID acceptable to the Promoter, in order to claim the Prize.
- 4.4. If the winner is not able, for any reason, to accept the Prize, or cannot be contacted within this timeframe, an alternative winner may be awarded the Prize in place of the original winner subject to the same mechanics and restrictions as described above, or the Prize may be disposed of as required by law.
- 4.5. Requests to transfer the Prize to another person will be granted in the Promoter's sole discretion. If a participant has questions related to any aspect of the Prize, they should speak with the Promoter directly at the address below.

#### 5. **General Conditions**

- 5.1. Visa is only responsible for providing the Prize to the winner. All terms and conditions, product and service guarantees, warranties, and other consumer rights in relation to the redemption of the Prize will remain between Meraas, the individual retailers at which the Prize is redeemed, and the winner. This includes terms and conditions, limitations and other requirements applicable to the Campaign. Each participant expressly acknowledges that there may be additional expenses and procedures associated with Prize acceptance and use. These are all the sole responsibility of the winning participant, including, without limitation, all federal, state, local, county, provincial, and other taxes (including income and withholding taxes), insurance, meals, incidentals, and any other costs, expenses and procedures.
- 5.2. The Promoter and Meraas do 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. Further, where the Promoter and Meraas rely on local banks or other third parties to report transaction data to the Promoter for inclusion in the Campaign the Promoter and Meraas do not guarantee that all such data will be accurately reported and is not responsible for the lost opportunity in entering the Campaign should any such data not be reported.
- 5.4. The Promoter and Meraas do not guarantee that all vendors and point-of-sale locations accept Visa. The Promoter and Meraas are not responsible for the lost-opportunity in entering the Campaign should a vendor or point-of-sale location not have the capacity to process credit cards, or their credit card processing equipment is off-line or otherwise inoperable. Put differently, participation in this Campaign is not guaranteed.
- 5.5. Visa, Meraas, BBDO, Mirium, Proximity, Starcom, and each of their respective associated and affiliate companies will not be responsible for any loss or damage suffered by any prize winner or any other person in connection with the Campaign, or in the use of the Prize. As such, the participant agrees to indemnify the Promoter and Meraas (and their respective affiliates, officers, employees and agents) against, and hold the Promoter and Meraas harmless from, any damages, liabilities, losses, or expenses incurred arising directly or indirectly out of the participant's participation in the Campaign, the participant's use or acceptance of any Prize, the participant's breach of these terms and conditions and/or the participant's acts or omissions in relation to the Campaign.
- 5.6. By entering this Campaign, a participant consents to the Promoter, Meraas and its appointees using his or her personal data in accordance with the terms of Visa's Privacy Policy (available online at [https://ae.visamiddleeast.com/en\\_AE/legal/global-privacy-notice.html](https://ae.visamiddleeast.com/en_AE/legal/global-privacy-notice.html)) and Meraas' Privacy Policy (available online at <https://www.meraas.com/en/cookies-policy>) respectively, to the extent necessary for the effective conduct of the Campaign, which may include the passing of such personal information to third parties, as well as to parties outside the UAE. The Promoter will ensure that any participant's personal data is encrypted for international transfer and random draw purposes. Participants nonetheless acknowledge that such countries may not have data protection laws which are neither equivalent nor stricter than those of participant's country of residence and consents to such transfer.
- 5.7. The Promoter and Meraas reserve the right and the participant expressly consents to the publishing of the name and the photograph of the winner without prior notice at the discretion of the Promoter and/or Meraas.
- 5.8. The Promoter's and Meraas' decisions are final and binding in all respects. No correspondence and/or appeal process will be entered into. Entries that do not in the Promoter's opinion comply in full with these Terms & Conditions, or the spirit of these Terms and Conditions, will be disqualified.
- 5.9. This Campaign is governed by the laws of Dubai and relevant federal laws of the UAE.
- 5.10. The Promoter and Meraas are not liable to any taxation of any kind arising from or that may occur from the winner's nationality or country of residence and will not be held responsible to make any tax payments of any kind relating to the Prize. The winner will be liable to make all necessary tax payments and to make any necessary notifications to the appropriate authorities relating to the Prize and subsequent dealing with the Prize.
- 5.11. To the extent permitted by law, the Promoter and Meraas reserve the right to change the Terms & Conditions for this Campaign without any notice. Any changes to the Campaign details or these Terms & Conditions will be posted on the Promoter's website [www.visamiddleeast.com](http://www.visamiddleeast.com).

5.12. The Promoter (also referred to as "**Visa**" in these Terms & Conditions) is: Visa Middle East FZ-LLC Arjaan tower, Media City, Dubai, UAE 009714 4577200. Visa Middle East, along with BBDO are responsible for managing this Campaign and all issues related to the Prizes. "**Meraas**" in these Terms & Conditions is: Meraas Retail LLC, PO Box 123311, Dubai, UAE. "**Eligible Visa Card**" means valid Visa credit, debit or commercial card from a financial institution in the United Arab Emirates.