

TERMS AND CONDITIONS

YAS MALL GIFT CARD

In these Terms and Conditions:

"We" or "us" or "our" or "the Issuer" or "MAF Finance" or "Program Manager" means Majid Al Futtaim Finance LLC.

"You" or "your" or "the user" means the purchaser of the Gift Card (as defined below) (or the person nominated by the purchaser to use it). "Mall" means YAS Mall.

Please read these terms and conditions (the "Terms and Conditions") carefully and keep a copy for your records. These Terms and Conditions will apply between the user, the Issuer, the Program Manager and the Mall in relation to the YAS Mall Gift Card (the "Gift Cards").

1. Gift Card Information

- 1.1 The Gift Card is a prepaid card and should be treated just like cash in a wallet or purse. Unless the Gift Card is registered at [www.yasmall.ae (the "website"), it cannot be replaced if lost or stolen. If the Gift Card is not registered and you lose the Gift Card or it is stolen, you will lose any funds held on the Gift Card just as if you lost your wallet or purse. (Subject to clause 3 below.)
- 1.2 The Gift Card can only be used in the retail outlets located in YAS Mall (the "Location") and any other facilities as may be designated from time to time by the Mall.
- 1.3 The Gift Card is not a debit, credit or charge card. It cannot be used to obtain cash via any ATM machine or over any counter (without prejudice to clause 4 "Redeeming Unspent Funds"). There is no credit line associated with the Gift Card. The Gift Card cannot be topped up or reloaded.
- 1.4 The security code is used only to obtain information on-line or by telephone and to register online. You are required to keep the Gift Card and the numbers on it safe and secure for the user's own personal use. Any misuse by a third party will be at your risk (see also clause 3 below).
- 1.5 When purchasing the Gift Card, the purchaser must pay the one-off Cost of the Card (see the Summary Box below) and purchase an amount between AED 100 and AED 3500 to be loaded to the Gift Card. The currency of the Gift Card is AED.
- 1.6 It is expected that the Gift Card may be used at any retail outlet in the Location; but you specifically agree that the Issuer will not be liable if you cannot use the Gift Card in any specific retail outlet in the Location. Additionally, the Issuer cannot guarantee that the Mall who has agreed to accept the Gift Card will continue to accept the Gift Card.
- 1.7 The Gift Card will be valid for 12 months from its date of purchase (the "Card Validity Period") or until all the value stored on your Gift Card has been deducted, whichever occurs earlier. After the Card Validity Period ends, the Gift Card may not be used except in accordance with clause 4 and the terms stated in the summary box included herein.

2. Using the Gift Card

- 2.1 The Gift Card is available for purchase at such designated outlets as may be advertised by the Issuer or the Mall from time to time.
- 2.2 The purchaser should provide the security code personally, securely and confidentially to the user. The security code is printed inside the Gift Card package.
- 2.3 Only the user whose signature is on the back of the card may use the Gift Card for transactions. The user must sign the Gift Card upon receipt. The Gift Card is activated immediately on purchase and can be used by the user upon signature.
- 2.4 The user is responsible for keeping track of the available balance on the Gift Card. To check your balance at any time or to check your previous transactions, you can go to www.yasmall.ae and follow the links to Gift Cards. Sign in using your 16 digit card number and security code. You can also check your balance by calling 800 YASMALL (927 6255) (fees apply).
- 2.5 At the time of each transaction on the Gift Card, there must be enough value stored on the Gift Card to pay for the transaction. Transactions that exceed the remaining Gift Card balance are prohibited and will be declined at the point of sale. In addition a Decline Fee (as stated in the summary box included herein) shall apply each time a transaction is declined for any reason whatsoever. However, if accepted by the Mall, the amount that exceeds the remaining Gift Card balance can be paid using a different payment method provided that the Gift Card is charged only an amount equivalent to the amount loaded onto or remaining on the Gift Card. The Issuer cannot guarantee the acceptance of a different payment method by the Program Manager in the circumstances described in this clause 2.5.
- 2.6 You agree that the value stored on the Gift Card will be reduced by the value of all purchases made at any retail outlet in the Location that are authorized by you. Transactions are authorized by you when you:
 - a- swipe your Gift Card or allow an operator or other person to do so, at an electronic point of sale terminal at any retail outlet in the Location; or
 - b- give any retail outlet in the Location the details of the Gift Card and authorize the transaction in some other way approved by the Program Manager.
- 2.7 When you authorize a transaction:
 - a- you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
 - b- you are agreeing to pay the amount of that transaction by the reduction of the remaining Gift Card value by an

amount equivalent to the purchase price of the goods or services obtained.

3. Loss, Theft, Damage, Misuse

If your Gift Card is lost, stolen, damaged or misused, call immediately 800 YASMALL with your card number and security code. Subject to clause 1.1, your Gift Card will be cancelled, and if it holds funds for an amount equal to the Replacement Fee (as stated in the summary box included herein) plus replacement card courier delivery charges, it will be replaced with a new Gift Card. Any balance then remaining will be transferred to the new Gift Card. Your Gift Card will only be reissued after a period of up to 15 business days following your request, to ensure that details of all transactions up to cancellation have been received. A Gift Card Replacement Fee of AED10 (plus replacement card courier delivery charges) will be deducted from the balance.

4. Redeeming Unspent Funds

- 4.1 You should use all of the value of the Gift Card before the end of the Card Validity Period (which is set to occur 12 months from the purchase date, as shown on the website). You may redeem the balance of any unspent funds on the Gift Card in accordance with the terms stated in the summary box included herein, by so requesting it by email to giftcard@yasmall.ae or by calling 800 YASMALL (927 6255).
- 4.2 Any balance left on the Gift Card after the right to redeem has ceased to apply will be forfeited.

5. Actions and Changes by Us

- 5.1 We may from time to time change these Terms and Conditions. We may from time to time take such actions and/or make such changes as we reasonably consider necessary for any of the purposes of protecting electronic funds from misuse, fraud prevention, or complying with applicable law or regulation.

These may include (but are not restricted to):

- Making changes to these Terms and Conditions;
 - Cancelling the Gift Card and refunding any balance due;
 - Declining to authorize transactions;
 - Suspending or restricting all or part of the operation of the Gift Card and/or the Security Code;
 - Instructing the relevant retail outlet in the Location to retain the Gift Card.
- 5.2 If we do any of the above, we will give you as much notice and in such manner as is reasonably practicable (unless circumstances are exceptional).
 - 5.3 The Issuer and/or the Mall will not be liable to you or any third party for any loss or damage arising directly or indirectly from the actions taken by us in accordance with this clause 5.

6. Ownership/Return/Cancellation/Destruction of the Gift Card

- 6.1 We retain ownership of the Gift Card at all times. It should be returned to the Mall or destroyed as soon as it has no spending or redemption value, or if replaced but available, or if cancelled, or if required by us pursuant to clause 5 above.
- 6.2 You are not entitled to cancel the Gift Card.
- 6.3 We may decide to cancel the Gift Card at any time without informing you in advance. If we do, any remaining balance stored on your Gift Card will be refunded to you in any manner as we may specify. Your Gift Card will also be cancelled when you have used up all the value stored on your Gift Card or your right to redeem any unspent funds has expired (see summary box included herein). In any such events, you will not be entitled to claim for compensation against us or the Mall.

7. Using Information About You

- 7.1 You irrevocably authorize and permit the Program Manager to disclose and furnish to the Program Manager's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Program Manager's third party advisers and marketing partners) or any other part at the Program Manager's discretion, such information as it deems fit concerning you, including but not limited to, the Gift Card governed by these Terms and Conditions.
- 7.2 Unless you expressly instruct the Program Manager to the contrary by emailing giftcard@yasmall.ae or calling 800 YASMALL (927 6255) with your name and Gift Card number, information relating to you may be shared with selected Gift Card brand partners with whom the Program Manager has entered formal agreements, for the purpose of cross-selling and marketing of goods and services to you.
- 7.3 The Program Manager shall have an unconditional right to disclose any information in relation to you if such information is generally available to third parties, or is lawfully in our possession, or is sought by a court of competent authority, governmental body or regulatory authority.

8. Telephone calls

Calls to and from the Program Manager may be monitored and/or recorded.

9. Liability and Error Resolution Procedures

- 9.1 You agree that neither the Issuer nor the Mall will be liable to you if you are unable to use your Gift Card, if such inability is a result of your own or third party's acts and omissions, negligence or default, or a force majeure event.
- 9.2 Neither the Issuer nor the Mall are liable for any failed transaction if you do not have sufficient funds stored on your Gift Card to carry out a transaction, the terminal or system is not working properly, or circumstances beyond our control prevent the transaction.
- 9.3 If there is a discrepancy, complaint or dispute relating to the goods or services purchased with a Gift Card, you must address

it and settle it directly with the relevant retail outlet in the Location in question. Refunds and returns are subject to the policies of the relevant retail outlet in Location or applicable law. In case of other errors on your Gift Card account, call 800 YASMALL (927 6255) immediately or email giftcard@yasmall.ae. To consider your discrepancy, complaint or dispute, you must complete and send a written form to giftcard@yasmall.ae no later than 30 days after the disputed transaction occurred, or the Program Manager will be unable to investigate your claim in which case you will be liable for the transactions. You may download the form from the website www.yasmall.ae or you can request a copy by emailing giftcard@yasmall.ae and it will be emailed to you. In addition, you undertake to take all necessary steps to assist the Program Manager in its investigations. The investigation of the disputed transaction may take up to 90 days, depending on the type of transaction. The Program Manager and Issuer are not responsible for investigating any loss if you do not inform the Program Manager to reverse a transaction within the applicable time limit and in accordance with the procedure set out in this paragraph.

9.4 To the extent permitted by law, you indemnify us and the Mall against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you: (i) did not observe your obligations hereunder; or (ii) acted negligently or fraudulently in connection with these Terms and Conditions.

9.5 If you have any complaints or queries relating to the use of your Gift Card, please write to giftcard@yasmall.ae or 800 YASMALL (927 6255)

10. Force Majeure

To the extent permitted by law, neither the Issuer nor the Mall will be liable to you for any loss or damage (whether direct or consequential), or be in default under these Terms and Conditions, for failure to observe or perform any of their obligations for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include, but are not limited to, acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

11. Severability

Each of the sentences, clauses, or paragraphs contained in these Terms and Conditions shall be severable and distinct from one another and if at any time any or more of such sentences, clauses, or paragraphs are declared invalid, illegal or unenforceable by the unappealable order, decree or judgment of any court, the validity, legality or enforceability of the remaining sentences, clauses or paragraphs in these Terms and Conditions shall not in any way be affected or impaired thereby.

12. Currency Conversion

Transactions in currencies other than AED will be converted to AED according to applicable currency conversion regulations and procedures. Please note that the foreign currency exchange

rate used in the conversion may differ from the foreign currency exchange rate in effect on the date you used the Gift Card, and will include a Currency Conversion Fee of 3.00%.

13. Assignment

The Issuer and the Program Manager may assign any or all of their rights and obligations hereunder to any third party as we freely deem fit.

14. Governing Law and Jurisdiction

The Terms and Conditions are governed by and shall be construed in accordance with the laws of UAE and you hereby submit irrevocably to the non-exclusive jurisdiction of the courts of UAE. Such submission shall however not prejudice the rights of the Issuer and/or the Program Manager to bring proceedings against you in any other jurisdiction.

Summary Box

The information contained in this table summarizes key product features and is not a replacement for the full terms and conditions. The Fees below are exclusive of 5% VAT.

Limits	The card must be loaded with a value of between AED 100 and AED 3500 and cannot be re-loaded after the initial purchase.
Cost of the Card	AED 15 if the Gift Card is purchased at the Mall;
Usage Restrictions	The Gift Card can only be used in any retail outlet in the Mall
Decline Fee	AED 5 shall apply each time a transaction is declined for any reason whatsoever
Replacement Fee	AED 25.00 You can obtain the up to date balance of your card by calling 800 YASMALL or visiting www.yasmall.ae and follow the links to Gift Cards.
Balance Enquiry	Balance inquiry by phone: FREE
Balance Enquiry	You can obtain the up to date balance of your card by calling +971 4 293 5814 or visiting www.najm.ae / www.premogiftcards.com and follow the links to Gift Cards. Balance inquiry by phone: Free
Redeeming Unspent Funds after Card Validity Period ends	<p>The entire value of the Gift Card should be used before the Expiry Date (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the Gift Card will become invalid for use. You will be, however, granted a one-time grace period of 1 month counted as from day immediately following the Expiry Date (the "Grace Period") to redeem any unspent funds stored in your Gift Card by reactivating your Gift Card according to the procedures set out below. After the expiry of the Grace Period the Gift Card will be invalid, not able to be reactivated and all amounts remaining on the Gift Card will be deducted therefrom.</p> <ol style="list-style-type: none"> 1. If you contact us before the expiry of the Grace Period to reactivate your card, and provided your Gift Card holds funds of at least AED 25, you will be provided with a new Gift Card and your funds will be transferred to the new Gift Card with a deduction of AED 25 which shall be charged as a Replacement and Reactivation Fee. Such fee shall only be charged once, at the time your new replacement Gift Card is supplied. 2. Please note that a monthly Account Maintenance Fee of AED 20 will be deducted from your Gift Card at the end of each month during the Grace Period, until you contact us to replace and reactivate your card as indicated in (1) above.