

TERMS AND CONDITIONS

MALL GIFTS CARDS

Please read these terms and conditions (the "Gift Card Terms and Conditions") carefully and keep a copy for your records.

1. Meanings

- 1.1 In these Terms: "We" or "us" or "our" or "the Issuer" means Beam Portal LLC. "You" or "your" means the person who has purchased the MAF Gift Card ("the Gift Card") and/or the person nominated by the purchaser to use it ("the user").

These Gift Card Terms and Conditions will apply between you and us in relation to the Gift Card.

2. Gift Card Information

- 2.1 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 the website, it cannot be replaced if lost, damaged 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 Term 5 below.)
- 2.2 The Gift Card can only be used in shops in Majid Al Futtaim (MAF) shopping malls and associated properties as part or full payment for goods.
- 2.3 The Gift Card is not a debit, credit or charge card. It cannot be used to obtain cash via any machine or over any counter (Without prejudice to Term 6 & Redeeming Unspent Funds). The Gift Card cannot be topped up or reloaded.
- 2.4 At points of sale the Gift Card can only be used via an electronic on-line card reader. 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 Term 5 below).
- 2.5 The purchaser of the Gift Card must pay the funds to be loaded to the Gift Card. The user of the Gift Card must pay the activation fee which shall be done through means of deduction of the said fees from the amount loaded onto the Gift Card. For a Corporate Gift Card, where the purchaser is a corporation then the corporation pays for the funds loaded onto the Gift Card and the user pays the activation fee and such activation fee is debited/deducted from the funds loaded onto the Combined Gift Card.
- 2.6 It is expected that the Gift Card may be used at points of sale within the MAF shopping malls where Gift cards are usually accepted; but we will not be liable if you cannot use the Gift Card with any seller and we will not be liable in any way for goods and/or services purchased from any seller using the Gift Card. Additionally, we cannot guarantee that the retailers who have agreed to accept the Gift Card will continue to accept the Gift Card.
- 2.7 The Gift Card will be valid for 12 months from its date of purchase after which it will expire and may not be used except in accordance with clause 6 and the terms stated in the summary box included herein.
- 2.8 The Gift Card is available for purchase at service counters within the MAF shopping malls.
- 2.9 The purchaser should provide the security code personally, securely and confidentially to the user. The security code is printed inside the Gift Card package.
- 2.10 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.
- 2.11 If the user is under 16 years of age, the purchaser agrees to ensure that these Terms are understood by the user and that use of the Gift Card is supervised if required.
- 2.12 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.MallGiftCard.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 the telephone number on the card (Fee applies.).
- 2.13 Transactions that exceed the remaining Gift Card balance are prohibited and will be declined at the point of sale. However, if accepted by a merchant, 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.
- 2.14 You agree that we can reduce the remaining Gift Card value by the value of all purchases of goods and services that are authorized by you. Transactions are authorized by you when you:
- Swipe your Gift Card or allow an operator or other person to do so, at an electronic point of sale terminal at a participating retailer;
 - Or, give a participating retailer details of the Gift Card and authorize the transaction in some other way approved by that retailer.
- 2.15 When you authorize a transaction:
- You are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
 - You are agreeing to pay the amount of that transaction by the reduction of the remaining Gift Card value.

- 2.16 Loss, Theft, Damage, Misuse If any of the above should occur to the Gift Card, contact us immediately by calling the telephone number on the card with your card number and security code. We will work on your request then cancel your Gift Card and if the Gift Card holds funds of up to at least AED 10.50, we will replace it with a new Gift Card. Any balance then remaining will be transferred to the new Gift Card. We will reissue only after a period of up to 15 business days following your request to ensure that we have received details of all transactions up to cancellation (Fee Applies).

3. Redeeming Unspent Funds

The entire value of the Gift Card should be used before the end of the Card Validity Period (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the Gift Card will become invalid for use. After expiry, the Gift Card will be invalid, not able to be reactivated and all amounts remaining on the Gift Card will be deducted therefrom. If you contact us before the expiry of the gift card to reactivate your card, and provided your Gift Card holds funds of at least AED 10.50, 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 10.50 which shall be charged as a Replacement and a Reactivation Fee. Such fee shall only be charged once, at the time your new replacement Gift Card is supplied. Unless otherwise specifically stated in the User Guide, the Available Funds in the Card will not be refunded to you in any form whatsoever. The funds representing the Available Funds in the Card can be accessed by you only by performing a Transaction during the Card validity period.

4. Actions and Changes by Us

- 4.1 We may from time to time change these Gift Card Terms and Conditions. We may from time to time take such actions and/or make such changes as we reasonably consider to be necessary for any of the purposes of protecting electronic funds from misuse, fraud prevention, overcoming operational difficulties, complying with applicable law or regulation, or making more efficient the working of the Gift Card. These may include (but are not restricted to): - Making changes to these Terms; - 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 a seller to retain the Gift Card.
- 4.2 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. Ownership/Return/Cancellation/Destruction of the Gift Card

- 5.1 We retain ownership of the Gift Card at all times. It should be returned to us 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 Term 6 above.
- 5.2 You are not entitled to cancel the Gift Card.
- 5.3 We may decide to cancel this Gift Card at any time without

informing you in advance. If we do, you will be able to receive the balance on your Gift Card by going into one of our service counters or in some other manner that we specify. Your Gift Card will also be terminated when your Gift Card does not have any balance. And in such event, you will not have a claim for compensation against us.

6. Using Information about You

- 6.1 You irrevocably authorize and permit the Issuer to disclose and furnish such information that it deems fit concerning you including but not limited to the card governed by these Terms and Conditions to the Issuer's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Issuer's third party advisers and marketing partners) or any other party at the Issuer's discretion.
- 6.2 The Issuer shall also be at liberty to share the necessary information relating to you with the selected Gift Card brand partners for the purpose of cross selling and marketing of goods and service to you and in relation to which the Issuer has entered into a formal agreement with such partners. You have the option of deselecting such a value added service by expressly notifying the Issuer in writing including your card number
- 6.3 The Issuer 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 (including the Central Bank).
- 6.4 Telephone calls to and from us may be monitored and/or recorded.
- 6.5 Governing Law and Jurisdiction the Terms and Conditions are governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the UAE and you hereby submit irrevocably to the non-exclusive jurisdiction of the civil courts of the Emirate of Dubai. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against you in any other jurisdiction.

7. Liability and Error Resolution Procedures

- 7.1 We are not liable for any prohibited use or misuse of the card whatsoever. Furthermore, You acknowledge that the Gift Card may not be used: a- to purchase goods or services that a retailer is not permitted to supply to you (for example, a retailer cannot by law sell certain products to you if you are under 18/21 years of age or if such retailer is not licensed to sell such products; b- for purchases over the Internet or by email, phone or fax.
- 7.2 We are not liable for any failed transaction if you do not have sufficient funds on your Gift Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.
- 7.3 If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable law. In case of other errors on your Gift

Card account, contact us immediately by calling the telephone number on the card.

- 7.4 If you have a complaint, please contact us either in writing or by telephone.
- 7.5 **Force Majeure** To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Gift Card Terms and Conditions, for failure to observe or perform any of our 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.
- 7.6 **Partial Invalidity** In any one or more phrases, sentences, clauses, or paragraphs contained in these Gift Card Terms and Conditions shall be declared invalid by the un-appealable order, decree or judgment of any court, the Gift Card Terms and Conditions shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Gift Card Terms and Conditions.
- 7.7 **Assignment**, we may assign any or all of our rights and obligations hereunder to any third party as we freely deem fit.

8. Listed below are the Locations where the Card can be accepted and used

- Mall of the Emirates, Dubai
- City Centre Deira, Dubai
- City Centre Mirdif, Dubai
- City Centre Ajman, Ajman
- City Centre Sharjah, Sharjah
- City Centre Fujairah , Fujairah
- City Centre Me'aisem, (IMPZ) Dubai
- City Centre Bahrain
- Kempinski Hotel, Mall of the Emirates, Dubai
- Sheraton Hotel, Mall of the Emirates Hotel , Dubai
- The Westin Hotel, City Centre Bahrain
- Le Meridian Hotel, City Centre Bahrain
- Pullman Hotel, City Centre Deira, Dubai
- Pullman Residences, City Centre Deira, Dubai
- Hotel Novotel, City Centre Deira , Dubai
- Hotel Suite Novotel, Mall of the Emirates , Dubai
- Hotel Ibis , City Centre Deira , Dubai
- Hotel Ibis , Mall of the Emirates, Dubai

Summary box: The information contained in this table summarizes key product features and forms an integral part of these Terms and Conditions

Limits	The card must be loaded with a value of between AED 100.00 and AED 3000.00 (retailer may require credit to be in increments of AED 50.00) and cannot be re- loaded after initial purchase.
Replacement Fees	AED 10.50, BHD 1.50, OMR 1.50
Balance Enquiry	You can obtain the up-to-date balance of your card by calling +971 4 293 5814 or visiting www.premogiftcards.com/ www.mallgiftcard.ae and following the links to Cardholder Login.
Redeeming Unspent Funds after Card Validity Period ends	The entire value of the Gift Card should be used before the end of the Card Validity Period (which shall occur 12 months counted as from the date of purchase). Upon the Expiry Date, the Gift Card will become invalid for use. After expiry, the Gift Card will be invalid, not able to be reactivated and all amounts remaining on the Gift Card will be deducted therefrom. If you contact us before the expiry of the gift card to reactivate your card, and provided your Gift Card holds funds of at least AED 10.50, BHD 1.50, OMR 1.50, 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 10.50, BHD 1.50, OMR 1.50 which shall be charged as a Replacement and a Reactivation Fee. For the avoidance of doubt, a Replacement Card can be issued only once, and you will not be entitled to receive any further replacement cards should the Replacement Card expire. Further, unless otherwise specifically stated in the User Guide, once the Gift Card and/or the Replacement Card have expired, the Available Funds in the Card will not be refunded to you in any form whatsoever. The funds representing the Available Funds in the Gift Card and/or the Replacement Card can be accessed by you only by performing a Transaction during the Card Validity Period.