

## **Agreement to Terms and Conditions of the Wafi Rewards Program**

The Wafi Rewards Program (“Wafi Rewards”) is administered by Wafi Property LLC, located at Wafi City, Umm Hurair 2, Dubai, UAE.

### **About These Terms & Conditions (T&Cs)**

By downloading the Wafi Rewards mobile application (“Wafi Rewards App”) and creating an account via the Wafi Rewards App for the Wafi Rewards Program, you fully and unconditionally agree to accept the Wafi City Terms and Conditions and Privacy Policy available at <https://www.wafi.com/privacy-policy/> and these Wafi Rewards Terms and Conditions (“T&Cs”). By registering to be a Wafi Rewards Member, you understand and agree to abide by the decisions of participating merchants and/or Wafi City Management as administrator of the Wafi Rewards Program including, but not limited to, regarding eligible purchases and the awarding of Rewards, which are final and binding in all matters related to the Wafi Rewards Program.

These T&Cs govern your use of the Wafi Rewards Program and the Wafi Rewards App whether you act in a personal or professional capacity. If you act in a professional capacity on behalf of an organization (for example, your employer), you represent and warrant that you are authorized to accept and agree to these T&Cs on behalf of that organization which shall be bound by these T&Cs, and “user”, “you” and “your” shall be construed accordingly.

Wafi City Management’s failure to enforce any term of these T&Cs shall not constitute a waiver of that term or any other term in these T&Cs. In the event that any provision of these T&Cs is determined to be invalid or otherwise unenforceable or illegal, these T&Cs shall otherwise remain in full force and effect and shall be construed in accordance with these terms as if the invalid or unenforceable provision were eliminated from the T&Cs.

Your participation in the Wafi Rewards Program, and your use of the Wafi Rewards App, are subject to these T&Cs, and we ask that you read them carefully. By using any part of the Wafi Rewards Program or the Wafi Rewards App, you will be deemed to have accepted these T&Cs in full and to agree to abide by them whether or not you are registered as a User. If you do not agree to these T&Cs, you must immediately cease using the Wafi Rewards Program and the Wafi Rewards App as you are not entitled to use any part of it.

We may revise these T&Cs at any time by posting an update on this page. By continuing to participate in the Wafi Rewards Program and using the Wafi Rewards App after any such change, you agree to be bound by the new T&Cs. You should regularly check for updates, as indicated by the “Last updated” date at the top of these T&Cs.

### **Your Obligations**

By accepting these T&Cs, downloading the Wafi Rewards App, and creating your Wafi Rewards account, you are agreeing to:

- Use the Wafi Rewards App only for the lawful purpose for which it is intended;
- Provide information that is accurate and complete;
- Safeguard your Wafi Rewards Program account credentials and Wafi Rewards App login information;
- Notify Wafi City Management immediately if your account or login credentials are, or appear to be, compromised;

- Not do anything to impair the functionality or availability of the Wafi Rewards App.

### **Wafi Rewards Program Details**

The Wafi Rewards Program provides Users (defined as individuals who have registered to participate in the Wafi Rewards Program) with rewards earned through purchases at participating stores within Wafi City. The Wafi Rewards Program also provides Users with special promotions and membership benefits. The Wafi Rewards Program includes the downloadable Wafi Rewards App to track rewards and provide for redemption of earned rewards by Users.

Members of the Program may be able to receive benefits, discounts, and special offers (each an "Offer") from stores which are participating in the Program (each a "Participating Store").

The Wafi Rewards Program will:

- Provide details of the Wafi Rewards Program and the Participating Stores;
- Keep an accounting of your eligible transactions and available rewards;
- Keep you informed about relevant promotions and offers;
- Provide opportunities for you to redeem your rewards through the Wafi Rewards App;
- Provide you with information about how you can benefit from your Wafi Rewards Program membership.

For a list of Participating Stores, please visit the Wafi Rewards App and navigate to the directory where the Participating Stores will be highlighted. The list of Participating Stores may change from time to time. Not all stores will participate in the Wafi Rewards Program. For purchases made within Wafi City from non-Participating Stores, Wafi Rewards Members should bring the receipt for such purchases to Wafi City Guest Services to have the purchases added to their Wafi Rewards account.

If the Wafi Rewards App and the Wafi Rewards Program provide, and you enable location tracking on your device for the Wafi Rewards App, you will benefit from our location features, including notifications about useful information when you arrive at Wafi City such promotions and special benefits.

### **Points and Rewards for Wafi Rewards Program**

As a member of the Wafi Rewards Program, you will earn one Point for every one AED spent at participating stores. Points are allocated based on the total transaction value after excluding any discounts. These points can be accrued from purchases made at full price as well as on promotional and markdown items.

Points have no monetary value and cannot be sold or assigned to others or used as value in any other transaction other than those facilitated by Wafi Rewards in accordance with the T&Cs. You understand and accept that the Points are loyalty points for the sole purpose of redemption within Wafi Rewards Program, and the Points cannot be redeemed for cash nor considered either exchangeable to monetary currency nor that it represents monetary assets of the Member. Wafi City Management may cancel any earned Points or the whole or any part of Wafi Rewards as and when it deems fit without notice and without liability.

It's important to note that the points accumulated have no cash value and will expire after 365 days of earning inactivity. Wafi City Management is not responsible for any delays or errors in the crediting of points.

Once you have joined the program, you can redeem them for various rewards, such as vouchers, discounts on purchases, promotional offers, or selected products at participating stores. However, rewards and discounts may vary by brand and store, so it's advisable to contact the store directly for more details.

Points will be visible on a member's account within 24 hours of the transaction in store. The following are excluded for the earning of points: Financial institutions such as banks and exchange services, telecommunication services, travel agencies, governmental services such as Dubai Courts, Ministry of Tolerance, charitable organizations, temporary kiosks and events in the context of punctual exhibitions, etc. Wafi City Management reserves the right to edit the list of point earning partners at any time. Please consult with Wafi Guest Services for more details.

When points are redeemed by availing Wafi Rewards, such as vouchers, discounts on purchases, promotional offers, or selected products at participating stores, they are deducted from your balance. Standard brand or store refund policies apply, and points will not be refunded if goods or services are returned or exchanged.

This structured approach to earning and redeeming points is designed to enhance your shopping experience at Wafi City, providing you with exclusive benefits and rewards as a token of appreciation for your loyalty.

### **Offers Provided By Participating Stores**

The Wafi Rewards App will notify you of offers or promotions ("Offers") at Participating Stores. Any issues that may arise relating to a Promotion or Offer from a Participating Store should first be directed to the Participating Store. If you are unable to satisfactorily resolve the dispute, further assistance may be requested from Wafi City Management through Guest Services.

The Offers available to you will be presented on the Wafi Rewards App and you will also receive push notifications and emails about the Wafi Rewards Program. The Offers you have access to may vary from time to time, and each User may receive different Offers.

Offers are subject to availability and subject to change. It may sometimes be necessary for a Participating Store to make changes to an Offer after the Offer or Promotion has already been published. From time to time, it may be necessary, and is within their discretion, for Wafi City Management or a Participating Store to withdraw an Offer or Promotion from the Wafi Rewards Program without advance notice.

To redeem an Offer, you should follow the Wafi Rewards App's instructions for redemption.

Each Offer or Promotion will be subject to additional terms and conditions established by the Participating Store including Offer expiration dates, exclusions, qualifying criteria, and/or rules for combining offers. To avoid disappointment, please read the additional Terms and Conditions for the selected Offers or Promotions carefully on the Wafi Rewards App.

You may be prevented from redeeming an Offer if:

- The Participating Store has reason to suspect fraud or misconduct; or
- The Offer is being used or combined with other offers or discounts improperly.

**General Conditions: Suspension or Termination of the Wafi Rewards Program** Wafi City Management, as administrator of the Wafi Rewards Program, reserves the right, in its sole discretion, to terminate, modify, or suspend the Wafi Rewards Program or any part of it at any time at its discretion and without reason. Further, Wafi City Management is entitled to immediately suspend and/or terminate your Wafi Rewards Program account and/or access to the Wafi Rewards Program if:

- Wafi City Management terminates the Wafi Rewards Program;
- You fail to comply with these T&Cs; or
- Your use of the Wafi Rewards Program or Wafi Rewards App appear to be fraudulent, inappropriate, or illegal.

You will not be able to redeem Offers while your account and/or access to the Wafi Rewards Program is suspended or terminated. In the event that Wafi City Management does terminate the Wafi Rewards Program, Rewards accrued through the date of Wafi Rewards Program's termination will be honoured at the discretion of the relevant retailer and pursuant to the Terms of the Program.

Wafi City Management, in its sole discretion, reserves the right to disqualify any User or member it believes to be tampering with the operation of the Wafi Rewards Program or to be acting in violation of these T&Cs. Any attempt by any person to deliberately undermine the legitimate operation of the Wafi Rewards Program may be a violation of criminal and/or civil law and, should such an attempt be made, Wafi City Management reserves the right to prosecute and/or seek damages from any such person to the fullest extent permitted by law.

**Additional Disclaimer and Limitation of Liability** Wafi City Management is not responsible for Participating Stores that do not accurately record, report, or input purchase information eligible for rewards under the Wafi Rewards Program. If you believe that your eligible purchases have not been accurately recorded, or your eligible purchase was at a non-Participating Store, the User should provide their proof of purchase to the Wafi City Guest Services group as above identified for assistance with verification of the purchase. No mechanically reproduced, illegible, incomplete, forged, software-generated, or otherwise multiple transactions will be accepted.

Wafi City Management is not responsible for interrupted, inaccessible, or unavailable networks, servers, satellites, Internet service providers, websites, or other connections; or for miscommunications, failed, jumbled, scrambled, delayed, or misdirected computer, telephone, or cable transmissions; or for any technical malfunctions, failures, difficulties, or other errors of any kind or nature; or for the incorrect or incomplete capture of information, or the failure to capture any information. In the event of any discrepancy or inconsistency between these T&Cs and statements contained in any Wafi Rewards Program-related materials, including but not limited to print or online advertising, these T&Cs shall prevail, govern, and control.

Wafi City Management accepts no liability for:

- Any Offers made by a Participating Store;
- The failure of a Participating Store to honor an Offer;
- Loss of any anticipated savings or discounts;
- The failure of a Participating Store to operate systems necessary to redeem an Offer; or
- The nature or suitability of any goods or services which you purchase from a Participating Store.
- Any point balance unredeemed at the time of the program shutting down for any reason will be null and void.

**Accessing The Wafi Rewards App Account Creation** To access the Wafi Rewards Program, you must download the Wafi App and create your account. You agree to provide accurate and complete information about yourself as prompted by the account registration.

If you no longer wish to take part in the Wafi Rewards Program, you can delete your account from the "My Account" page in the "Settings" section of the Wafi App and select "Delete My Account".

**Wafi App provided "as is" and "as available"** Wafi City Management does not guarantee that the Wafi App will always be available or that access or use of the same will be uninterrupted. Wafi City Management will not be liable for any unavailability of the Wafi App or interruption in usage. Access to the Wafi App may be suspended temporarily and without notice in the case of system failure, maintenance, upgrade, or repair. From time to time, there may be updates to the Wafi App to introduce new and/or improved functionality. Failure to update the Wafi App may result in suspension of use until the Wafi App is updated. Wafi City Management does not guarantee that the Wafi App will be free of computer viruses and other malicious or harmful programs. In addition, Wafi City Management makes no promises or guarantees, whether express or implied, that the content in the Wafi App is accurate, complete, or up-to-date. To the extent permitted by law, Wafi City Management excludes all conditions, warranties, representations, or other terms, which may apply to the Wafi App, whether express or implied.

**Compatibility** You are responsible for ensuring that you have a compatible device and software to access the Wafi App.

**App Store Terms** If you downloaded the Wafi App from an App Store including, without limitation, Google Play or the Apple App Store, your use of the Wafi App is also subject to any terms, rules, or conditions of that App Store and they will have the right to enforce the T&Cs against you directly.

**Third Party Sites** The Wafi App may contain links to third-party websites, services, and plugins. You should check the terms and conditions of these third-party providers before using their services as we are not responsible for their services or content. We do not endorse such third-party providers in any way.

**Disputes** Except where prohibited, and in addition to the Terms and Conditions provided at <https://www.wafi.com/privacy-policy/>, you agree that:

- Any and all disputes, claims, and causes of action arising out of or connected with this Wafi Rewards Program or any Reward awarded shall be resolved individually, without resort to any form of class action;
- Any disputes will be addressed exclusively by the courts of Dubai, UAE;

- Any and all claims, judgments, and awards sought against Wafi City Management shall be limited to actual out-of-pocket costs incurred and no award of attorneys' fees will be permitted to any claimant; and
- Under no circumstances will a Wafi Rewards Program member be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental, and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased.