

MAHZOOZ

TERMS & CONDITONS

Terms and Conditions

These terms and conditions ("**Terms**") set out the various rules and procedures that apply when You access and use the Platform, create and maintain an Account with Us, top-up Credit, purchase Products, Enter a Draw and/or partake in Promotions and/or Competitions.

By accessing and using the Platform, creating, and maintaining an Account with Us, topping-up Credit, purchase Products, Entering a Draw and/or partaking in Promotions and/or Competitions, You agree to be bound by these Terms. We have also issued the Additional Policies and We recommend that You read and understand each of these before using and accessing the Platform, creating an Account, topping-up Credit, purchasing Products, Entering a Draw and/or partaking in Promotions and/or Competitions. Copies of the Additional Policies can be found on the Online Services.

These Terms and Additional Policies constitute the entire agreement between You and Us in relation to You accessing and using the Platform, creating an Account, topping-up Credit, purchasing Products, Entering a Draw and/or partaking in Promotions and/or Competitions. The Additional Policies are hereby incorporated into and form part of these Terms and by accepting these Terms, You agree to be legally bound by the Terms and Additional Policies.

1 Definitions and Interpretation

1.1 In these Terms, all capitalised words and expressions shall have the following meanings:

Account		An on-line account maintained by a Participant on the Central Computer System which contains a Participant's personal information and all other relevant details necessary to enable the Participant to top-up Credit, purchase Products, Enter a Draw, and withdraw Prizes.
Additional Policies		The Rules, Privacy Policy and Cookies Policy.
AED		United Arab Emirates Dirham, the lawful currency of the United Arab Emirates.
App		The Mahzooz mobile application which is distributed through Apple App Store and Google Play Store.
Authorised Institution	Financial	Any banking organisation or financial institution authorised by the Manager to pay certain Prizes.
Ball Sets		A set of 49 solid EVA polymer balls, numbered 1 through 49, and matched by weight.
Central System	Computer	The computer systems used by the Manager from time to time to, amongst others, manage Mahzooz, administer Accounts, facilitate the top up of Credit, purchase of Products, enable the Entry into the Draw and pay Prizes.

Competitions	As defined in Clause 10.1.
Content	Any and all text, images, audio, video, scripts, code, software, databases, and any other form of information capable of being stored on a computer that appears on, or forms part of, the Platform.
Cookies Policy	The Mahzooz Cookies Policy, a copy of which can be located on the Online Services.
Credit	Credit is topped-up via a credit, debit or pre-paid card or cash and, where applicable, is located in the Credit Balance section of Your Account. Credit is used (and can only be used) to purchase Products. You will be eligible to submit one Entry for every Product purchased.
Credit Balance	A section in each Participant's Account which shows Credit.
Customer Support	Mahzooz customer support, which can be contacted toll free from within the UAE on 800 5825 or +971 4 571 3410 from outside the UAE or by emailing customer.support@mahzooz.ae .
Draw	The process which results in the random selection of the Winning Numbers for Mahzooz using a Draw Machine.
Draw Machine	A machine that mechanically mixes the Ball Sets and randomly selects the Winning Numbers from that mix.
Entry	A Line for entry into a Draw which is recorded as an entry on the Central Computer System. Enter, Enters, Entered and Entering shall have correlative meanings.
Favourites	A facility whereby a Participant may save their favourite numbers for Entering a Draw.
In-Store Services	A facility whereby a Participant can top-up Credit at participating retail outlets.
Kiosks	Independent kiosks situated around the UAE offering Participants the ability to top-up Credit, purchase Products and Enter a Draw.
Line	One line of six numbers chosen by You (whether manually, by Favourites or Quick Pick) for entry into a Draw.

Mahzooz	Mahzooz, a jackpot draw managed from the UAE, the result of which is determined by a Draw.
Manager, We or Us	EWINGS LLC, a limited liability company incorporated in the Emirate of Abu Dhabi acting in its role as the appointed managing company for Mahzooz.
Online Services	The App and Website.
Participant, You or Your	A member of the public who intends to or top-ups Credit, purchases Products and/or Enters a Draw.
Password	The alphanumeric and special character identifier used by a Participant to identify themselves when accessing their Account.
Platform	The Online Services, Kiosks, and In-Store Services.
Privacy Policy	The Mahzooz Privacy Policy, a copy of which can be located on the Online Services.
Prize	A cash prize won by an eligible Participant in one of the prize categories in a Draw and determined in accordance with these Rules.
Product	A product (in whatever form) available to purchase via the Online Services and Kiosks using only Credit. Every Product purchased will be donated and channelled through our partners to the needy. You will be eligible to submit one Entry for every Product purchased.
Promotion/Competition Terms	As defined in Clause 10.1.
Promotions	As defined in Clause 10.1.
Quick Pick	A feature whereby a set of six numbers are selected for a Participant on a random basis by the Central Computer System.
Rules	The Rules for Mahzooz, a copy of which can be located on the Online Services.
Syndicate	A group of players who top-up Credit, purchase a Product and Enter a Draw together and share any Prize in proportion to the contribution of each group member.
Terms	These Mahzooz Terms and Conditions.

UAE	The United Arab Emirates.
Website	Mahzooz's website located online at www.mahzooz.ae (or such other address as may be advised from time to time).
Withdrawal Period	The period ending at 23.59 hours (Gulf Standard Time) on the 90 th day after the relevant Draw.
Winnings Balance	A section in each Participant's Account into which Prizes are credited.
Winning Numbers	The six numbers between 1 and 49 (inclusive) that have been randomly selected at each Draw by the Draw Machine and which are used to determine the Prizes for that Draw.

- 1.2 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.3 In the event of any conflict or inconsistency between the various documents set out above, the order of precedence is: (1) these Terms; (2) the Rules; (3) the Privacy Policy; and (4) the Cookies Policy.
- 1.4 In the event of any conflict or inconsistency between the English and Arabic translations of these Terms, the English version of these Terms shall prevail to the extent of the inconsistency.
- 1.5 If there is any inconsistency between the instructions on the Online Services, Kiosk or those given by a retail assistant with respect to In-Store Services, Promotion/Competition Terms or promotional and point of sale materials and/or advice and these Terms, these Terms prevail to the extent of the inconsistency.

2 Information About Us

- 2.1 The Online Services and In-Store Service application are owned and operated by Us. The Kiosk application is owned by Us and operated by MBME you may find out more by visiting <https://mbmepay.ae/> or calling 600 548 286.
- 2.2 You may contact Us by telephoning Customer Support toll-free from within the UAE on 800 5825 or +971 4 571 3410 from outside the UAE or by emailing customer.support@mahzooz.ae.

3 Account Registration

- 3.1 Eligibility
 - (a) Certain parts of the Platform (including the ability to top-up Credit, purchase Products and/or Enter a Draw) require an Account in order to access them.
 - (b) To be eligible to create and maintain an Account, You must:

- (i) be at least 18 years of age;
 - (ii) not be prohibited or restricted from accessing the Platform, creating, or accessing Your Account and/or Entering a Draw under the laws of the jurisdiction in which You are located when transacting with Us;
 - (iii) not already have an Account;
 - (iv) at all times abide by these Terms and the Additional Policies;
 - (v) not be a resident of a sanctioned or embargoed country; or
 - (vi) not appear on a global list of high-risk and sanctioned individuals.
- (c) Prior to creating Your Account, You will be required to accept the Terms and Additional Policies. If You do not agree to all of these requirements, You should not use the Platform. Continuing to create an Account, top-up Credit, purchase Products or Enter a Draw will constitute your acceptance of these Terms and Additional Policies.
- (d) We reserve the right to refuse an application to open an Account for any reason, and have the right (either internally or by passing such information on to an authorised third party) to verify Your age, identity, and eligibility at any time – We will terminate the Account of any Participant found not to be eligible. In addition, We reserve the right to refuse to pay a Participant a Prize if the Participant does not meet the abovementioned criteria. If a Prize is paid to anyone who does not meet the criteria set out in this Clause 3.1, that person will be required to repay the Prize immediately upon Our request.
- (e) We make no representations or warranties, implicit or explicit, as to Your legal right to create an Account, top-up Credit, purchase Products, access or Enter a Draw and no person affiliated, or claiming affiliation with the Manager shall have authority to make any such representations or warranties. We do not intend for a Draw to be Entered by persons present in jurisdictions in which participation may be prohibited or restricted.
- (f) The ability to create an Account, top-up Credit, purchase Products and the availability to Enter a Draw does not constitute an enticement, offer, solicitation or invitation by Us for any persons to create an Account, top-up Credit, purchase Products or to Enter a Draw in any jurisdiction in which such activities are prohibited or restricted.

3.2 How to Register

- (a) In order to open an Account, You will be required to provide Us with certain information about You. You agree to ensure that such information is true, accurate, up to date and is kept complete on an ongoing basis. Updates to Your information may only be made by You through Your Account unless We decide otherwise in Our discretion (and in exceptional circumstances).
- (b) We may ask You for further information to verify any aspect of the data You have

provided to Us. You agree that We may take reasonable measures to verify the information You have provided.

- (c) We process all information provided by You in accordance with the Privacy Policy. By passing information to Us, You agree to Us holding and processing Your information in line with the Privacy Policy.
- (d) If you need any help in registering Your Account, please contact Customer Support.

3.3 Using Your Account

- (a) Upon successfully opening an Account, You can top-up Credit and purchase Products. You must only top-up Credit, purchase Products and Enter a Draw when You are physically located in a jurisdiction within which it is lawful to do so.
- (b) As You are solely responsible for any and all activities conducted through the use of Your Account, You must keep Your Password secure and secret at all times and take steps to prevent it being used without Your permission. In the event that You discover that there has been unauthorised access to Your Account, You should inform Us immediately by contacting Customer Support.
- (c) You may not permit another individual to use Your Password and/or Account and You are liable for any harm resulting from disclosing or allowing disclosure of Your Password or from use by any person of Your Password to gain access to Your Account.
- (d) You acknowledge that We may investigate any unauthorised access to Your Account.
- (e) We are not liable to You for any loss or damage You incur arising out of or in connection with any unauthorised access to Your Account, including where the unauthorised access has resulted from Your disclosure of Your Password to third parties, whether by negligence or otherwise.
- (f) If You forget Your password, You can reset it by following the instructions on the Online Services.
- (g) Only the individual registered as the holder of the Account is considered the "Participant" and, subject to the Rules, all Prizes will be paid in full only to the registered holder of the Account. We are not responsible or liable for any disputes arising from Syndicates.

4 Purchasing Products and Topping-Up Credit

- 4.1 Products can only be purchased using Credit - please follow the instructions provided on the Online Services or Kiosk. **You will not receive your purchased Product, instead, it will be donated to the needy via our charitable partners.** Please ensure that You have checked Your purchase carefully before submitting it. **All purchases of Products are final with no cancellation options.**

- 4.2 To top-up Credit on the Online Services, You must have an Account and a valid debit or credit card. To top-up Credit via a Kiosk or In-Store Services, You must have an Account and a valid debit, credit, pre-paid card, or cash. The Platform or retail assistant (for In-Store Services) will guide You through the top-up process, where you will be able to indicate the amount of Credit you wish to top-up Your Account with (noting that the price for Credit includes VAT). Please ensure that You have checked the amount of Credit You are purchasing carefully before submitting it. **All top-ups of Credit are final with no cancellation options. You may not request a refund of Credit merely because You have changed Your mind.**
- 4.3 When topping-up Credit using the Online Services, you will be directed to Our secure payment provider. Note that "EWINGS LLC" will be the merchant listed on your bank or credit card statement. You can top-up Your Credit at any time.
- 4.4 Credit is denominated in AED, however, when topping-up Credit using a non- UAE debit or credit card the final price You pay will be calculated in accordance with the applicable exchange rate at the time Your card issuer processes the transaction. Please note that we do not have any control over how much Your card issuer may charge for such transactions.
- 4.5 Where Your top-up of Credit is successful, the value will be credited and will appear in Your Credit Balance. Once reflected in Your Credit Balance, Your Credit is available for immediate use.
- 4.6 No part of the Platform constitutes a contractual offer capable of acceptance. Your order for Credit constitutes a contractual offer that We may, at Our sole discretion, accept. Our acceptance is indicated by Us sending You an order confirmation by in-Account message, email and/or SMS. Only once We have sent You the confirmation will there be a legally binding Contract between Us and You.
- 4.7 There is no general right for a person to top-up Credit. We may reject an order for, without limitation, the following reasons:
- (a) where Our payment provider cannot obtain authorisation for Your payment;
 - (b) if Your top-up of Credit otherwise breaches these Terms;
 - (c) We suspect that the top-up has been placed fraudulently or infringes any law or regulation; or
 - (d) We, in our sole discretion, deem it necessary.
- In the event that We reject a top-up of Credit, We will contact You to confirm this and any payment made will be refunded to You as soon as possible. Any refunds due under this Clause 4.7 will be made using the same payment method that You used when topping-up Credit.
- 4.8 Credit cannot be transferred from Your Credit Balance to Your Winnings Balance nor between Accounts.

5 Transfer and Withdrawal of Prizes

- 5.1 All Prizes will be paid in United Arab Emirates Dirhams (AED) and will be credited and appear in Your Winnings Balance following validation in accordance with Our validation procedures.
- 5.2 You can request to withdraw and/or transfer (to Your Credit Balance) Prizes credited to Your Winnings Balance.
- 5.3 Except where restrictions on withdrawal apply at any time (such as verification and security checks) You may withdraw or transfer Prizes from Your Winnings Balance at any time; You must, however, do so within the Withdrawal Period. Any Prize not withdrawn or transferred to Your Credit Balance before the end of the relevant Withdrawal Period will be forfeited and donated to charity under the supervision of the Department of Economic Development.
- 5.4 Each request to transfer and/or withdraw Prizes must use the total available funds in Your Winnings Balance at the time the request is made. For example, You have a Winnings Balance total of AED 105, You may: (a) transfer it all to Your Credit Balance; (b) transfer part to Your Credit Balance and withdraw the rest; or (c) withdraw the entire amount. Note that any amount not withdrawn will automatically be transferred to Your Credit Balance (e.g. if You withdraw AED 100, then AED 5 will automatically be transferred to Your Credit Balance).
- 5.5 All transfers from the Winnings Balance will be to Your Credit Balance. Upon transfer, the transferred funds will automatically be used to top-up Credit – **all transfers to the Credit Balance are final with no cancellation options. You may not request a reversal of the transfer or a refund merely because You have changed Your mind.**
- 5.6 All withdrawals will be via bank wire transfer or Authorised Financial Institution.
- 5.7 Withdrawal requests will be subject to any relevant security checks and withdrawal rules in place at the time of processing, including, but not limited to, applicable fees and any additional verification checks.
- 5.8 Participants who request a withdrawal of their Winnings Balance via an Authorised Financial Institution will have a maximum of 60 days from the date of such withdrawal request (or if later, completion of verification checks) to collect their Prize.
- 5.9 Withdrawal requests for an amount less than AED 300 are subject to a withdrawal fee of AED 10 (for withdrawals sent to a bank or Authorised Financial Institution in the UAE) or AED 20 (for withdrawals to banks or Authorised Financial Institutions outside of the UAE). Withdrawals for AED 300 and over are free of charge. Fees and charges are subject to change and will be applied at the time the withdrawal is requested.
- 5.10 An administration charge (or currency equivalent) may be levied on withdrawals at banks or Authorised Financial Institutions outside of the UAE and We will not be liable for any additional administration charges (including but not limited to foreign exchange charges) incurred as a direct result of such overseas withdrawal.
- 5.11 Prizes cannot be transferred between Accounts.
- 5.12 Please be advised that we are unable to make any payments by cheque, postal order, or

similar.

- 5.13 We keep all funds in the Winnings Balance in a separate dedicated account which is routinely audited. This dedicated account is independent and is not comingled with the company's other operating funds. In the case of insolvency, these funds would not be protected.
- 5.14 If funds are mistakenly credited to Your Winnings Balance, We are entitled to make the appropriate adjustment to it. If You transfer the funds mistakenly credited to Your Credit Balance and Enter a Draw, We reserve the right to void all such Entries and reverse any Prizes attributed to such Entries at Our discretion. If You withdraw funds mistakenly credited to Your Winnings Balance, You must reimburse Us on request, and We are entitled to set-off any subsequent top-ups of Credit to satisfy this liability.

6 Terminating, Varying or Suspending Your Account

- 6.1 We may, in Our absolute discretion, terminate, vary or suspend access to Your Account, the Platform, top-ups of Credit, Entry into a Draw or Your ability to make a withdrawal or transfer from Your Winnings Balance immediately and without notifying You in advance if:
- (a) You register or operate more than one Account at any one time (in such case We reserve the right to terminate, vary or suspend some or all of those Accounts);
 - (b) any information that You provide to Us is fraudulent, false, inaccurate, incomplete, or not up to date;
 - (c) We discover that You have Entered a Draw while located in a jurisdiction in which such Entry is unlawful;
 - (d) We need to perform essential repair or maintenance work or upgrades on the Platform;
 - (e) for any reason, We no longer provide Mahzooz, or other functionalities such as Accounts or access to the Platform;
 - (f) We are conducting identity and/or financial verification and security checks; or
 - (g) We, in our sole discretion, deem it necessary.
- 6.2 In the event that We terminate Your Account, You will lose any Credit contained in Your Credit Balance. Prizes credited to Your Winnings Balance will also be donated to charity under the supervision of the Department of Economic Development.
- 6.3 We reserve the right to take one or more of the following actions if you breach these Terms or Rules:
- (a) terminate, vary, or suspend Your Account, access to the Online Services, the top-up of Credit, purchase of Products, Entry into a Draw, or the ability to make a withdrawal or transfer from Your Winnings Balance;
 - (b) take legal proceedings against You for reimbursement of any and all relevant costs

on an indemnity basis resulting from Your breach;

- (c) take further legal action against You as appropriate;
- (d) disclose such information to law enforcement authorities as required or as We deem reasonably necessary; and/or
- (e) any other actions which We deem reasonably appropriate (and lawful).

6.4 We hereby exclude any and all liability arising out of any actions (including, but not limited to those set out above) that We may take in response to breaches of these Terms and Rules.

7 Time-Out and Self-Exclusion

7.1 If You wish to limit Your ability to top-up Credit, purchase Products and/or Enter a Draw for a period of time, it is possible to opt for a short-term time-out or longer-term self-exclusion from Mahzooz.

7.2 If You wish to take a short break from Mahzooz, you can choose to apply a time-out exclusion on your Account for a period of between one week and six weeks.

7.3 Self-exclusion is a more formal option where you choose to apply a longer self-exclusion period on your Account for any period from six months onwards, including a permanent exclusion.

7.4 During any time-out or self-exclusion period, You will not be able to top-up Credit, purchase Products or Enter a Draw, however, You will be able to withdraw Prizes from Your Winnings Balance.

7.5 Once You apply for a time-out or self-exclusion, You cannot change or withdraw Your request.

8 Dormant Accounts

8.1 If You do not log into or use Your Account for a continuous period of 12 (twelve) months, Your Account will become a "Dormant Account".

8.2 Where Your Account has been deemed to be dormant any balance in your Credit Balance will be forfeit with any balance in Your Winnings Balance being donated to charity under the supervision of the Department of Economic Development.

8.3 You may contact Customer Support at any time to request reactivation of Your dormant Account. Any request will be subject to additional security and verification procedures. You will not be entitled to receive a refund of any forfeit funds.

9 Closing Your Account

9.1 If You wish to close Your Account, You may do so at any time by accessing the "My Account" section of the Online Services. Closing Your Account will result in the removal of Your information (including the deletion of any Favourites you have created). Closing Your Account will also remove access to any areas of the Platform that require an

Account for access. Note, that Your personal data will be stored in accordance with the terms of the Privacy Policy.

- 9.2 You will forfeit any Credit remaining in Your Credit Balance and/or Prizes credited to Your Winnings Balance upon the termination of Your Account. Any funds in Your Winnings Balance will be donated to charity under the supervision of the Department of Economic Development.

10 Promotional Offers and Competitions

- 10.1 From time to time, We may make promotional offers ("**Promotions**") and conduct competitions ("**Competitions**").
- 10.2 Each Promotion and Competition will have its own terms and conditions ("**Specific Terms**"), which will be made clear at the time the Promotion and/or Competition is launched by appearing on the Online Services, Our social media platforms or in any media which features the Promotion or Competition. These Terms, together with the Specific Terms comprise the Promotion/Competition's terms and conditions ("**Promotion/Competition Terms**").
- 10.3 Promotions and Competitions are open only to those who meet the eligibility criteria detailed in Rule 2.2. of the Rules.
- 10.4 Competitions
- (a) Only one entry per person is permitted for Competitions. Entries in Competitions on behalf of another person will not be accepted and joint submissions are not allowed.
 - (b) You accept any Competition prize ("**Competition Prize**") We award to You entirely at Your own risk and We are not liable for any adverse consequence You experience because of Your acceptance and/or use of the Competition Prize.
 - (c) All Competition Prizes are personal, non-transferable, non-exchangeable and are not redeemable for cash or any other prize.
 - (d) It is a condition for being awarded any Competition Prize that You participate in all publicity surrounding a Competition required by Us, including Competition-related interviews or other activities, and that We may publish Your legal name, social media name and content shared by the winner in the Competition on any media (including, for the avoidance of doubt, the Online Services and Our social media platforms) and make this information available on request to third parties. You agree to sign appropriate waivers enabling such publicity, marketing, reproduction, publication, exhibition, transmission, and broadcast by all means and media.
 - (e) Where the Competition Prize is Credit, the winner must create an Account in order to receive such Competition Prize. Credit received as a Competition Prize will expire 365 days after its transfer to the winner's Credit Balance.
 - (f) All rights in relation to a Competition and Your involvement in it vest exclusively in Us.

- (g) If we become aware of any fraud, dishonesty, or similar action (or omission) by You which relates to Your entitlement to a Competition Prize, We (in Our sole discretion) retain the right to disqualify You and not award You the Competition Prize. If the fraud, deceit, or similar act is only discovered after the Competition Prize has been awarded to You, You must immediately return it (or provide equivalent compensation) to Us after We notify You. We may also deduct any Credit awarded as a Competition Prize from Your Credit Balance.
- (h) We may disqualify You if We, in Our sole discretion, believe that You are in breach of the Promotion/Competition Terms or if You otherwise conduct Yourself in a manner which is inappropriate in the circumstances.
- (i) You are disqualified from receiving any Competition Prize which, for any reason, You would not be allowed to receive or use by law or where Our award of the Competition Prize to You would be unlawful.
- (j) We reserve the right, at any time, and from time to time, to modify or discontinue, temporarily or permanently, any Competition, including the Promotion/Competition Terms with or without prior notice for any reasons without Us having any liability to You.
- (k) If We notify You that You have won a Competition Prize by mistake, We may withdraw the notice without providing the Competition Prize or having any other liability to you. Where You have mistakenly received Credit as a Competition Prize, we may deduct this from Your Credit Balance.
- (l) Entries received after the relevant advertised closing date for a Competition will not be accepted.
- (m) We will notify Competition Prize winners within five (5) working days of the end date of each Competition. Your failure to claim a Competition Prize within seven (7) days of Your notification disqualifies your entitlement to receive it and the Competition Prize will be forfeit. We may select another winner for the Competition Prize.
- (n) Our decision is final and conclusive in all circumstances and no correspondence will be entered into.

10.5 Promotions

- (a) Promotions may be time-limited, and orders/purchases may not qualify if they have not been fully processed by You within the stated time period. Promotions may not be combined with other promotions unless otherwise specifically stated. We reserve the right to amend or terminate a Promotion at any time without notice and without any liability to Us.
- (b) If We think there is or has been misuse of a Promotion in any way, or the Promotion was offered (or We determine or believed used) in error, We reserve the right to withhold or cancel Your Promotion, deduct Credit or other features or benefits obtained through the use of the Promotion and/or suspend or even close Your Account without telling You.

11 Access To and Use of the Online Services

- 11.1 Access to the Online Services is free of charge and it is Your responsibility to make any and all arrangements necessary in order to access the Online Services. There is no guarantee that the Online Services will display correctly on all devices it can be viewed on.
- 11.2 Access to the Platform is provided “as is” and on an “as available” basis, and to the fullest extent permitted by law, We disclaim all warranties.
- 11.3 We may alter, suspend, or discontinue the Platform (or any part of it) at any time and without notice. We will not be liable to You in any way if the Platform (or any part of it) is unavailable at any time and for any period.
- 11.4 You acknowledge that there are certain jurisdictions within which it is unlawful to access the Online Services and/or Enter a Draw and You understand that it may be an offence for You to access the Online Services and/or Enter a Draw if You are prohibited or restricted from doing so under the laws of the jurisdiction in which You are located when transacting with Us. You warrant and undertake that You are not located in any such jurisdiction while transacting with Us. You are responsible for ensuring that it is legal for You to access the Online Services and/or Enter a Draw and You accept that it is Your responsibility to ensure compliance with applicable laws. You acknowledge that We do not take any responsibility nor are We liable for Your breach of any applicable law. In the event that We discover that You have Entered a Draw while located in a jurisdiction in which such Entry is unlawful, We will immediately terminate Your Account. Further, We will not be liable to pay a Prize to You in respect of any Entry which occurred whilst located in a jurisdiction in which such Entry is unlawful. If a Prize is paid to anyone who Entered while located in a jurisdiction in which such Entry is unlawful, that person will be required to repay the Prize immediately upon Our request.
- 11.5 You warrant and undertake that You will only use Your Account, Enter a Draw, partake in Promotions and/or Competitions or otherwise use the Online Services in accordance with these Terms, in a lawful matter and, in particular, without limitation:
 - (a) you will ensure that you comply fully with any and all local, national, or international laws and/or regulations;
 - (b) You will not use the Platform in any way, or for any purpose, that is unlawful or fraudulent;
 - (c) You will not use the Platform to knowingly send, upload, or in any other way transmit data that contains any form of virus or other malware, or any other code designed to adversely affect computer hardware, software, or data of any kind;
 - (d) You will not use the Platform in any way, or for any purpose, that is intended to harm any person or persons in any way; and
 - (e) You will not authorise or allow anyone else to do the above.
- 11.6 You agree to indemnify and hold harmless Us against any and all claims, demands, proceedings, losses, expenses, damages, and costs, including legal costs, however

arising, due to or arising out of, without limitation, Your wrongful or negligent use of Your Account, purchasing Credit, Entering a Draw, withdrawal of Prizes, partaking in Promotions and/or Competitions or breach by You of these Terms or Rules.

- 11.7 Any and Content included on the Platform and the copyright and other intellectual property rights subsisting in that Content, unless specifically labelled otherwise, belongs to or has been licensed by Us. All Content is protected by applicable intellectual property laws and treaties.
- 11.8 You may not reproduce, copy, distribute, sell, rent, sub-licence, store, or in any other manner re-use Content from the Platform unless given express written permission to do so by Us. You agree, to the maximum extent permitted by law, not to reverse engineer or decompile (either in whole or in part) any software used in connection with the Platform and/or the provision of Mahzooz.
- 11.9 Unauthorised attempts to upload information or change information contained on the Platform, including unauthorised alterations to the wording of any online forms available on the Platform strictly prohibited and will render the form or information invalid.

12 Links to Other Websites

Links to other external third-party sites may be included on the Online Services and other communications sent by Us. Unless expressly stated, these sites are not under Our control. We neither assume nor accept responsibility or liability for the content of third-party sites. The inclusion of a link to another site on the Online Services or other communication is for information only and does not imply any endorsement of the sites themselves or of those in control of them.

13 Viruses, Malware and Security

- 13.1 We exercise all reasonable skill and care to ensure that the Platform is secure and free from viruses and other malware. We accept no liability for any loss or damage resulting from a virus or other malware, a distributed denial of service attack, or other harmful material or event that may adversely affect Your hardware, software, data, or other material that occurs as a result of Your use of the Platform or any other site referred to on the Online Services.
- 13.2 You are responsible for protecting Your hardware, software, data and other material from viruses, malware, and other internet security risks.
- 13.3 You must not deliberately introduce viruses or other malware, or any other material which is malicious or technologically harmful either to or via the Platform. Nor should you attack, scan or deliberately reverse engineer the Platform by any means or attempt to gain unauthorised access to any part of the Platform, the environment on which the Platform is stored, the Central Computer System or any other server, computer, or database connected to or serving the Platform.

14 Disclaimers

- 14.1 Nothing on the Platform constitutes advice on which You should rely. It is provided for general information purposes only.

- 14.2 Insofar as is permitted by law, We make no representation, warranty, or guarantee that the Platform will meet Your requirements, that it will not infringe the rights of third parties, that it will be compatible with all software and hardware, or that it will be secure.
- 14.3 We make reasonable efforts to ensure that the Content on the Platform and communications is complete, accurate, and up to date. We do not, however, make any representations, warranties, or guarantees (whether express or implied) that the Content is complete, accurate, or up to date and note there may be errors, omissions and typographical errors contained in the material provided. We make no commitment to update such information. Changes may be made periodically to laws, regulations, rules, and similar materials; these changes may or may not be incorporated in any new materials on the Platform, including the Terms or Rules. If You have obtained information on Mahzooz from a source other than Us, be aware that data can be altered after its original distribution.
- 14.4 By using the Platform, You expressly agree that use is at Your sole risk. We do not warrant that the Platform will be uninterrupted or error free.
- 14.5 The Platform, any communication by or on behalf of Us, and the information contained therein, is directed only at persons who are eligible to create an Account and Enter a Draw. They are not meant to entice or encourage ineligible Participants to create an Account, top-up Credit, purchase Products or Enter a Draw and are not an offer or invitation by the Manager to any person to do so.

15 Our Liability

- 15.1 Except to the extent that liability cannot be excluded by law, We will not be liable for any loss or damage, whether foreseeable or otherwise, You suffer as a result of Your use of or reliance on any information provided on the Platform, including, but not limited to, any loss or damage arising out of the registration of Your Account, the top-up or attempted top-up by You of Credit, the purchase or attempted purchase by You of Products, the Entry or attempted Entry by You, the use by You, the withdrawal or attempted withdrawal of Prizes or any inability to use the Platform, or the failure of the Platform to give effect to any offer by You to top-up Credit, purchase Products, Enter a Draw, partake in Promotions and/or Competitions or withdraw Prizes whether accepted by Us or not (even if you have previously advised us of the possibility of such loss).
- 15.2 In addition, We will not be liable to You for any loss or damage suffered by You arising from:
- (a) events beyond Our reasonable control and expectations (for example situations arising from pandemic restrictions, war, fire, flood, drought, power cut and/or failure or obstruction of any network, broadcasting or telecommunications service);
 - (b) the failure or destruction of, or damage to, all or part of the Central Computer System or Our records or any third party (including, without limitation, the Platform and/or Central Computer System);
 - (c) any mistakes caused by all or part of the Central Computer System or Our records or any third party (including, without limitation, the Platform, and/or Central Computer System);

- (d) delays, losses, mistakes, or omissions in or made by the banking and/or payment system;
 - (e) any other action or event which prevents or hinders the issue of a valid Entry (including without limitation the failure of the Platform to display correctly on any device used to view it);
 - (f) the refusal to sell Credit and/or Products to any person or to allow any person to Enter a Draw, avail a Promotion or enter a Competition;
 - (g) any losses caused by You, including the misuse or unauthorised use of Passwords and the failure to keep Us informed of changes to Your personal contact details;
 - (h) any losses caused by the failure or malfunction of Your equipment or technology or Your internet service provider or mobile phone network operator, or the equipment, technology, internet service provider or mobile phone network operator of any other person or third party.
- 15.3 Our only obligation is to pay the Prizes won in a Draw to the rightful owners of eligible winning Entries.
- 15.4 You acknowledge and agree that in accepting these Terms You do not rely on, and shall have no remedy in respect of, any statement, representation, warranty (in each case whether negligently or innocently made) or understanding of any person whether or not that person is a party to these Terms. To the fullest extent permissible by law, We exclude all representations, warranties, and guarantees (whether express or implied).
- 15.5 Nothing in these Terms excludes or restricts Our liability for fraud or fraudulent misrepresentation, for death or personal injury resulting from negligence, or for any other forms of liability which cannot be excluded or restricted by law. Further, nothing in these Terms seeks to exclude or limit Your legal rights as a consumer.

16 General

- 16.1 The reasonable exercise by Us of any discretion provided for by these Terms will be final and binding.
- 16.2 If any provision (or part of a provision) in any of these Terms is decided by a court of competent jurisdiction to be void and/or unenforceable, that decision will only affect the particular provision (or part of the provision) and will not, in itself, make the other provisions void or unenforceable.
- 16.3 You may not assign or otherwise transfer (in whole or in part) Your rights and/or obligations under these Terms. Any assignment or transfer by You will be null and void. We may assign or transfer Our rights and/or obligations under these Terms in whole or in part to any third party at Our sole discretion.
- 16.4 Except if We assign or transfer Our rights and/or obligations under these Terms, a person who is not a party to these Terms has no rights or otherwise to enforce any provision of these Terms.

- 16.5 We may amend these Terms (and the Additional Policies) from time to time. Such amendments, modifications or changes will be applicable and contractually binding with effect from the date of their publication on the Online Services or on notification to You that a change has taken place, whichever is sooner and will apply after the date on which the changes become effective, and/or before that date if reasonable in the circumstances. If We change these Terms You will be notified the next time You access Your Account. If at any time You decide that You do not agree with the Terms You should stop using the Platform and contact Us for more information or close Your Account. If You do continue to use the Platform, We are entitled to assume that You have accepted them.

17 Law

The relevant law for these Terms is the laws of the Abu Dhabi Global Market ("**ADGM**") and any legal proceedings will be heard in the ADGM courts.

Version Number: 2

Issue Date: 15 April 2021

