Al Ain Water, the 30th Anniversary Promotion (the "Promotion")

Terms & Conditions

The Promotion is organized and promoted by Al Ain Food & Beverages PJSC - an Agthia Group PJSC Company ("Al Ain Water" or "Company").

This text is the contract that governs the relationship between Al Ain Water and you (the "Consumer") in contracting the activation of the Promotion. The Consumer shall be subject to the Terms and Conditions laid herein. It is at the absolute discretion of the Consumer to participate in the Promotion.

The Terms and Conditions (the "T&Cs") of the Promotion are posted on Al Ain website shop.alainwater.com

Al Ain Water reserves the right to revise the T&Cs at any time and you are responsible for regular review of the T&Cs.

Article 1: Scope

- a) The Promotion & online entries submissions will commence from 10th Feb 2022 at 00:01 am and shall last until 10th MAR 2022 at 11:59pm included (the "Promotional Period"). The Company reserves the right to extend the last day of submission of entries without prior notice.
- b) The Promotion is valid only in United Arab Emirates ("UAE") for United Arab Emirates residents only, aged 18 years old or older, having a valid Passport (not expiring within 3 months)
- c) The Promotion T&Cs apply only on the "PET Business" of Al Ain Water (the "Promotional Products").
- d) The Promotion T&Cs apply only on the following Promotional Products:

Al Ain Zero 12x200ml 12x300ml, 12x500ml and 6x1.5L special offer Packs

Al Ain regular 24x200ml 12x330ml, 12x500ml, 6x1.5L Special offer Packs

e) The Promotion will cover the Promotional Products sold in the United Arab Emirates.

<u>Article 2</u>: Participation Conditions & Promotion Mechanism

- a) This Promotion applies only to the Consumer who purchased any of the above-mentioned Promotional Products in UAE. To be eligible, the purchase must be done through outlets in UAE, within the Promotional Period, and the Promotional Product(s) purchased on the printed receipt must be both visible and legible.
- b) To enter the Promotion, the Consumer shall buy any shrink of the Promotional Product(s), keep his/her printed receipt safe, a picture of bought product and connect online to www.alainwaterwinner.com during the Promotional Period. After this date, no more participation will be possible, unless the Company decides to extend the validity of the Promotion.
- c) The Consumer shall follow the instructions for the Promotion by filling the online registration form entirely with his/her correct personal & purchase details: First Name, Last Name, Email Address, Store Name and Receipt/Invoice Number.
 - I. The Consumer shall be responsible for giving his/her correct and complete information to participate in the Promotion. The Company will not be responsible for any incorrect, incomplete, or false participant's information.
 - II. Invalid entries (late, illegible, incomplete and/or corrupt) will not be accepted.
- d) The Consumer must upload online, at time of participation, 3 (3) pictures: One (1) of the receipt/invoice number visible only. One (1) of the full valid printed receipt with the purchased Promotional Product(s) name, receipt/invoice number and the date of purchase visible and readable and One (1) of the picture of the product bought.
- e) The Consumer must "scratch the bottle" to find out if he/she won instantly.
- f) The Consumer can participate several times with the same email ID but win only one (1) time during the whole Promotion. A same printed receipt can be used 1 time and must match with the eligibility conditions every time he/she plays.
- g) The winning printed receipt will be checked and validated or not.
 - I. If a Winner's entry is valid, he/she will be contacted on its registered email address for confirmation with details for prizes collection, but the Winner will be asked to provide his/her Phone number, full name as per Emirates ID details and a picture of them using the e-frame that will be sent.
 - I. If a Winner's entry is not valid, he/she will not be contacted on its registered email address.
- h) The reasons of rejection are the following:

- I. No printed Receipt or printed receipt already used
- II. Incorrect Receipt/invoice number
- III. Printed Receipt picture unclear/unreadable
- IV. Date of purchase is not within the Promotional Period.
- V. Wrong product bought
- VI. Receipt/invoice number entered at time of form is not matching with both pictures
- VII. Any other reasons deemed by the Company as invalid.
- At any stage of the Promotion, if usage of unlawful methods or cheating by a participating Consumer is discovered, the same will result in disqualification and ban of further participation of that participant from the Promotion. The use of any automated software or any other mechanical or electronic means that allows a Consumer to automatically enter the Promotion is prohibited.

Article 3: Winners' eligibility

- a) Winners shall have a valid printed receipt and to answer to the validation email with his/her personal information to be able to collect his/her prizes.
- b) The Company reserves the rights to exclude the Winners from the participants list if he/she is not matching with the terms and conditions of eligibility, based upon the below mentioned reasons:
 - I. Fake identity or incorrect personal information
 - II. Invalid printed receipt
 - III. Wrong information
 - IV. Cheating
 - V. Duplicate identity
 - VI. Any other reasons deemed by the Company as invalid
- c) The decision of the Company shall be final and binding. The Company shall not entertain any claim by the Winner(s) citing problems of technical malfunction of his/her computer online systems, servers, or providers, computer equipment, software while registering to participate or in claiming the prizes in case of he / she is a lucky winner.
- d) Employees of Agthia, its subsidiaries, divisions, affiliates, agents, and their immediate family members are not eligible to join in this Promotion. Agthia reserves the right to disqualify any such person from receipt of any prize and/or require the return of any prizes awarded.
- e) The Company's decision in all matters to conduct the Promotion is final, and no correspondence will be entered into.
- f) If any Winner is subsequently found ineligible/illegal to participate in the Promotion, the Company may, at their sole discretion, forfeit or reclaim the prize and award or dispose of the same in such manner and to such person as it deems fit.

Article 4: Prizes details:

- 1- 45 Al Ain bottle shape birthday cakes
- 2- 15 Gift Vouchers one-night Staycation at Emirates Palace with half board for 2 Adults and 2 kids 6-month validity
- 3- 30 Burj Khalifa Experiences vouchers (At the top on 124th floor plus 3 course Lunch or Dinner at the Burj Club) for 3 persons 6-month Validity.
- a) Company's decision is final regarding the selection of Winner(s) and no correspondence will be entertained in this regard.
- b) Prizes are non-transferable and are not redeemable for other prizes or other consideration.
- c) The Prizes will be awarded "as is" and the Company makes no warranty, guarantee or representation of any kind, expressed or implied, in fact or in law, concerning any prize, its use, value or enjoyment.

Article 5: Prize's collection

- a) Winners must be considered as valid and must reply to the validation email, they received in his/her registered email ID with his/her Full name/ details for the agency to make the prize transfer
- b) The Agency (The Thought Factory Phone Number: +971 52 231 9186, email <u>alainwinner@thethoughtfactory.ae</u> shall verify the details submitted by the Winner, following the instructions for participation.
- c) Once verified & confirmed by the Agency, the winner will have to collect the prize from the designated location shared by the Agency.
- d) Winners shall sign an acknowledgment letter post acceptance of the prize stating receipt of the prize.
- e) Winners will be asked for their photos to be captured while receiving their prizes for documenting and Al Ain water reserves the right to use the images for any marketing or promotional purpose.
- f) The prize is non-transferable, non-assignable and non-refundable for any reason whatsoever.

- g) The prize is not payable / redeemable in terms of credit note / any item regardless of nature and value.
- h) Al Ain Water shall not be responsible for any matter related to the prize after receiving and during the use of it.

<u>Article 6</u>: Intellectual Property Usage Rights & Legal Disclaimers

- a) The Consumer hereby grants to the Company, at no cost, the unconditional, perpetual right and authority to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, his/her name, image, likeness and/or photograph, video footage or audio record taken of him/her, taken during and for the purpose of the relevant promotions, except where prohibited by law.
- a) Participation in the Promotion constitutes the Consumer' permission for the Company and its affiliated companies to use his/her name(s), personal information and/or any statements made by him/her regarding the Promotion and advertising purposes only without notice or additional compensation, except where prohibited by law.
- b) The Company shall not be held liable for any loss, damage, injury, lost profits, indirect or direct damages, consequential damages, incidental damages, punitive or exemplary damages, judgments, cost or expense whatsoever, including without limitation to, property damage, personal injury and/or death which may occur in connection with the participation in the Promotion, or possession, acceptance and/or use or misuse of the prize.

Article 7: Promotion

- a) If for any reason this Promotion is not capable of being carried on as planned, due to without limitation infection by any computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, act of God, war (whether or not declared), political coup or insurrection, rebellion, labor dispute, fire, epidemic, pandemic storm, flood, typhoon, explosion, legal enactment, government directive, order or regulation, any law or regulation having force of law or any other reason or cause beyond the control of the Company, which corrupts or affects the administration security, fairness or integrity or proper conduct of this Promotion, the Company, to the fullest extent permitted by law, reserves the right in its sole discretion to cancel, terminate, modify or suspend this Promotion and to disqualify any Participant who tampers with the Promotion and/or the entry process. To the fullest extent permitted by law, the Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer software and/or equipment, failure of any e-mail account or any combination thereof.
- b) The Company reserves the right to alter / withdraw the draw scheme at any time without prior intimation, including the right to amend, cancel, or withdraw in part or full all conditions of this lucky draw including the right to substitute any prize for an item of equal value. The Company will be entitled at its sole discretion and subject to any applicable law, to terminate or modify the Promotion or to modify the T&Cs at any time prior to the closing date, as mentioned above.
- c) The decision(s) of the Company in connection with all matters relating to the Promotion shall be final and non-appealable.
- d) In case of any dispute or difference in respect of or in connection with the offer herein, the decision of the Company shall be final and binding on all concerned.
- e) The laws of the United Arab Emirates shall govern this Promotion. Any dispute shall be adjudicated upon by the Courts in Abu Dhabi, United Arab Emirates.



