

TERMS AND CONDITIONS

► ADCB LuLu Credit Cards

adcb.com

بنك أبوظبي التجاري

ADCB



ADCB LULU CREDIT CARDS

Terms and Conditions

The terms and conditions applicable to ADCB Lulu Classic Card ("Classic Card"), ADCB Lulu Gold Card ("Gold Card") and ADCB Lulu Platinum Card ("Platinum Card" and, collectively with Classic Card and Gold Card, the "ADCB Lulu Cards") shall be without prejudice to the general terms and conditions attached hereto and entitled "Credit Card Terms and Conditions" governing the issuance and use of credit cards by Abu Dhabi Commercial Bank (the "Bank"), which, unless otherwise specified herein, shall also apply to each of the ADCB Lulu Cards. The Cardholder shall be deemed to have accepted these terms and conditions herein upon activating the ADCB Lulu Card.

Capitalised terms used herein and not defined shall have the same meanings as given to them in "Credit Card Terms and Conditions" attached hereto.

A. Part 1

Part 1 (Credit Card Terms and Conditions) of the Credit Card Terms and Conditions shall apply to the ADCB Lulu Cards in its entirety.

The Cardholder hereby acknowledges that the ADCB Lulu Cards are marketed and operated by the Bank in cooperation with Emke Group LLC, of P.O. Box 4048, Abu Dhabi, United Arab Emirates (hereinafter referred to as "Emke", which expression shall be deemed to include its successors-in-title and assigns) and agrees that Clause 10 of Part 1 (Credit Card Terms and Conditions) of the Credit Card Terms and Conditions shall include Emke and its subsidiaries, associates, branches, assignees, service providers, insurers, agents and other parties in order to enable the Bank and Emke to perform their obligations relating to the ADCB Lulu Cards. The Cardholder hereby consents to the disclosure of the information concerning the Cardholder, the Card Account and the Cardholder's affairs with the Bank to Emke.

B. Part 2

Part 2 (Special Benefits) of the Credit Card Terms and Conditions shall apply to the ADCB Lulu Cards subject to the amendments, additions, variations and modifications set forth below.

Rewards Points Program: The TouchPoints - Rewards Program will not be available to Cardholders of ADCB Lulu Cards. Instead, Cardholders of ADCB Lulu Cards shall be entitled to the LuLuPoints Reward Points Program on the following terms and conditions:

- A. The expression "Cardholders" as used in the context of Rewards Points Program shall mean Cardholders holding ADCB Lulu Cards.
- B. "Lulu Outlet" shall mean the retails outlets either owned or operated by Emke Group LLC, a limited liability company incorporated under the laws of the United Arab Emirates
- C. "LuLuPoints Reward Points Program" means the program that rewards Cardholders for using the ADCB Lulu Cards pursuant to the terms and conditions contained herein.
- D. "Reward Points" means the points calculated by the Bank as a percentage of the value of a qualifying transaction and credited to the Card Account, the amount of such percentage to be determined by the Bank at its sole discretion.
- E. "Rewards" shall mean products or services that are obtained by a Cardholder by virtue of redemption of the Reward Points.
- F. All Cardholders are eligible to take part in the Reward Points Program subject to the terms and conditions contained herein.
- G. For a Cardholder to be awarded the Reward Points, his/her (a) ADCB Lulu Card must be valid and in good standing as per the criteria and standards applied by the Bank from time to time (b) there should be no breach by the Cardholder of these terms and conditions; (c) no other event, which, in the sole discretion of the Bank should have occurred that would result in the cancellation of the benefit of Reward Points Program to the Cardholder. The Cardholder shall be deemed to have accepted all terms and conditions contained herein upon signing, activating and using the ADCB Lulu Card.
- H. No Reward Points shall be earned for credit card transactions related to the following: (a) fees, charges and interest; (b) cash advances; (c) balance transfers; (d) credit card loans; (e) purchase of foreign currency, saving certificates, bonds and other debt instruments; (f) finance charges; (g) premiums or other payments in relation to insurance products or other products that ADCB may choose to offer; (h) bill payments made by utilizing any payment channel provided by the Bank exceeding AED 3,500 per billing cycle; (i) any payments or amounts deposited or credited to the card account (j) Charitable donations (k) transactions conducted at any exchange house; (l) Card Transactions incurred by utilizing amounts in excess of the Credit Limit; (m) transactions that ADCB determines, in its discretion, are disputed, erroneous,

unauthorized, illegal and/or fraudulent; and (n) any other transactions that ADCB may include on this list from time to time, and (o) misuse of the ADCB LuLu Card to effect fictitious transactions through POS terminals at merchant outlets or through other means shall also be excluded for purposes of qualifying for Reward Points.

- I. The Bank shall have the right to determine the maximum number of LuLuPoints and/or similar benefits obtained with respect to a Card from time to time at its sole discretion. However, in any given month, a Cardholder shall only be entitled to LuLuPoints and/or similar benefits for transactions carried out up to the extent of the assigned Credit Limit on the Card. Transactions exceeding the assigned Credit Limit of the Card shall not be entitled to earn LuLuPoints during that month.
- J. The Bank reserves the right, in its sole discretion, to be exercised at any time and without any prior notice to the Cardholder, to change the ratio between (a) a Reward Point to be awarded and (b) the specified amount charged to the ADCB Lulu Card.
- K. The Bank may, in its sole discretion and without prior notice to the Cardholder, add to, or remove from, the above list of eligible transactions. The Bank's decision as to what constitutes an eligible transaction shall be final and conclusive. All determinations made by the Bank shall be in its sole discretion, and each determination shall be final, conclusive and binding on the Cardholder, absent manifest error. Furthermore, the records, books and other information of the Bank shall be conclusive evidence in making any determinations hereunder.
- L. Reward Points shall not be assignable or otherwise transferable, and shall not be capable of being pledged.
- M. Reward Points awarded to a Cardholder will be shown in the Cardholder's Statement of Account as a credit to the Card Account.
- N. The Reward Points shall be credited to the Card Account as of the last day of the calendar month during which such Reward Points are earned and shall be valid for a period of three (3) years from such date. Unless redeemed prior to the expiration date, the Reward Points shall expire. Expired Reward Points shall be deleted from the Card Account and will not be re-credited to the Card Account. The Cardholder shall be solely responsible to ensure that the number of Reward Points awarded to him is accurate and that he redeems the same with the relevant expiration date.
- O. The books and records of the Bank shall be conclusive evidence in respect of the number of Reward Points credited to the Card Account.

- P. In addition to any other conditions outlined in these terms and conditions, Reward Points will not be credited to a Card Account and/or existing valid Reward Points will be forfeited by the Cardholder if (a) the Card Account is not current (i.e. there are past due balances on the Card Account); (b) the Card Account is not in good standing in the opinion of the Bank in its sole discretion; (c) there has been a breach by the Cardholder under any terms or conditions governing the use of the ADCB Lulu Card; (d) if the ADCB Lulu Card is cancelled, or (e) any other event, which, in the sole discretion of the Bank should result in the cancellation of the benefit of Reward Points Program to the Cardholder.
- Q. The Cardholder can redeem the Reward Points by getting the ADCB Rewards. Redemption may be done only at Lulu Outlets or such other outlets that may be notified by the Bank to the Cardholder from time to time.
- R. Any instructions conveyed by the Cardholder will be governed by the terms and conditions of the respective mode of redemption.
- S. The Bank, at its discretion, may act upon the instructions received through these modes of redemption and shall have no further obligation to verify the validity of such instructions. The Bank shall not be liable for any actions undertaken by the Bank pursuant to such instructions.
The redemption of Rewards Points for the ADCB Rewards shall be subject to the Bank's approval, the Bank's terms and conditions for the relevant ADCB Reward, availability of the ADCB Reward at the time the redemption is requested, as well as restrictions imposed by the merchant, supplier or issuer of the ADCB Rewards. Whenever deemed necessary, the Bank may, without notice, cancel the ADCB Reward or substitute the ADCB Reward with another of comparable nature and value, as determined by the Bank.
- T. ADCB Rewards are not exchangeable, returnable, refundable, or redeemable for cash or credit, nor will they be replaced in the event of loss, damage or destruction.
- V. ADCB Rewards:
- once redeemed will not be reinstated;
 - cannot be redeemed in conjunction with any other discounts or promotion of the merchant, supplier or issuer of the ADCB Rewards and/or the Bank; and
 - must be requested for redemption by the Cardholder to the merchant, supplier or issuer;
- U. The Bank is not, and shall not be considered, at any time, as the supplier or issuer of the ADCB Reward, or an agent or representative of such merchant, supplier or issuer, and

the Bank shall not be held liable for failure on the part of a merchant, supplier or issuer to provide the ADCB Reward or to comply with its stated terms and conditions.

- W. The Bank shall not be held responsible in any manner whatsoever for damaged or defective Rewards.
- X. The Bank is entitled, at any time in its sole discretion, without any prior notice and without being liable to the Cardholder in any manner whatsoever, to terminate the Reward Points Program and/or cancel and/or vary its benefits or features, and/or change, vary, modify, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or revoke any accrued Reward Points and/or modify or limit the value of the Reward Point and/or the manner of redemption of the Reward Points.
- Y. The Bank shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a Cardholder as a result of the redemption of Reward Points, possession and/or use of the ADCB Reward, or in any other way arising from membership in, or in connection with, the Reward Points Program, nor shall the Bank be responsible or held liable for any amounts payable by a Cardholder to any third party arising out of the purchase, supply, quality, installation, use or otherwise, of the ADCB Reward, or of any negligence, breach of statutory or other duty on the part of the Bank, any supplier, issuer, merchant and/or other person associated in any way, directly or indirectly, with the Reward Points Program.
- Z. The Bank makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no liability whatsoever, in respect of the quality or merchantability of any ADCB Reward or the suitability or fitness thereof for any use or purpose. All ADCB Rewards shall be accepted by the Cardholder "as is" at his/her own risk and peril.

C. Part 3

Part 3 (Additional Benefits) shall not be available for Cardholders of ADCB LuLu Classic, Gold and Platinum Cards.

