

# TERMS AND CONDITIONS

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## ► TOUCHPOINTS CREDIT CARDS

- CLASSIC
- GOLD
- PLATINUM
- INFINITE



These terms and conditions (the “TouchPoint Credit Card Terms”) shall be without prejudice to the Consumer Banking Terms and Conditions. These Touchpoint Credit Card Terms set out various benefits and Specific Features applicable to Touchpoints Credit Cards, and form part of the Credit Card Terms for the purposes of the Consumer Banking Terms and Conditions.

Your activation and/or use of a TouchPoints Credit Card will constitute binding and conclusive evidence of your confirmation to be bound by these Touchpoint Credit Card Terms (as well as the Consumer Banking Terms and Conditions).

Capitalised words used herein but not defined shall have the meanings given to them in the Consumer Banking Terms and Conditions.

ADCB is entitled, in its sole discretion, at any time and without any prior notice or liability to the Qualifying Cardholder in any manner whatsoever, to terminate, withdraw, cancel, delete, amend and/or vary any of these benefits and Specific Features.

Benefit	Qualifying Cards
Welcome Bonus TouchPoints	Platinum
The Golf Program	Infinite, Platinum
MyChoice® Bonus TouchPoints Program	Infinite, Platinum, Titanium, Gold, Classic
Buy 1 Get 1 Movie Tickets	Infinite, Platinum, Titanium, Gold, Classic
Lounge Access	Infinite, Platinum, Titanium

For the purposes of these TouchPoints Credit Card Terms, the following terms have the following meanings:

**Benefit** Each benefit set out in these TouchPoints Credit Card Terms.

**Card** A TouchPoints Credit Card.

**Card Account** The credit card account opened by the Bank for the purpose of entering all credits and debits received or incurred by the Primary Cardholder and the Supplementary Cardholder, if any, under these Touchpoints Credit Card Terms.

<b>Consumer Banking Terms and Conditions</b>	The terms and conditions that are applicable to your Card and govern your entire consumer banking relationship with ADCB, available on the Bank's website.
<b>Eligible Transaction</b>	A transaction to which the relevant Benefit relates.
<b>Qualifying Card</b>	The type of Card which qualifies for the particular Benefit (as set out in table above).
<b>Qualifying Cardholder</b>	The holder of a Qualifying Card for the particular Benefit.

## **1. Welcome Touchpoints Gift**

### **1.1 What is the “Welcome Bonus TouchPoints”?**

- ▶ The “Welcome Bonus TouchPoints” is a gift of TouchPoints.
- ▶ The “TouchPoints Program” is an ADCB Rewards Program, further details of which can be found at [www.adcbtouchpoints.com](http://www.adcbtouchpoints.com).

### **1.2 What terms and conditions apply to the Welcome TouchPoints Gift?**

- ▶ The Welcome TouchPoints Gift will be offered only to new Primary Qualifying Cardholders to whom a Platinum Card is issued after May 24<sup>th</sup>, 2009 or a date as communicated by ADCB and provided the Qualifying Cardholder has paid the annual fee of the Platinum Card or the Total Outstanding in the first or second Statement of Account sent to the Qualifying Cardholder.
- ▶ The Qualifying Cardholder will be notified electronically when the Welcome TouchPoints Gift has been credited to the Qualifying Cardholder’s TouchPoints account.
- ▶ The Welcome Gift can be redeemed for any of the available options on the Bank’s website.
- ▶ The Qualifying Cardholder must redeem the TouchPoints before the expiry of the TouchPoints validity. No extension of such time period for redemption shall be available.
- ▶ Qualifying Cardholders will not be allowed to exchange the Welcome TouchPoints Gift for any other product and/or service offered by the Bank or request for a cash payment in lieu of the Welcome TouchPoints Gift.
- ▶ The Welcome Gift may not be transferred or sold to any other person.
- ▶ All terms and conditions on the Bank’s website related to the TouchPoints rewards program will apply.

## **2. Golf Program**

### **2.1 What is the “Golf Program”?**

- ▶ The Golf Program allows Qualifying Cardholders to access specified golf courses in UAE on a first come first served basis, and is subject to availability at participating golf courses.

## 2.2 What terms and conditions apply to the Golf Program?

- ▶ The Golf Program is only available to Qualifying Cardholders who meet the eligibility criteria as determined by ADCB in its sole discretion from time to time.
- ▶ To access a golf course, Qualifying Cardholders are required to make prior reservation with ADCB.
- ▶ ADCB shall be entitled to, at its sole discretion, to choose the golf course, the day, date and time of access to the golf course.
- ▶ Usage of golf course facilities shall also be governed by prevailing terms and conditions as may be prescribed by the management of participating golf courses from time to time, or as confirmed by ADCB at its sole discretion from time to time.

## 3. MyChoice® Program

### 3.1 What is the MyChoice® Program?

- ▶ The MyChoice® Program is a program that allows Qualifying Cardholders to earn bonus rewards on purchases in their chosen categories (pre-defined by the Bank) using their TouchPoints Credit Card.

### 3.2 What terms and conditions apply to the MyChoice® Program?

- ▶ The bonus rewards for the MyChoice Program will be awarded in the form of TouchPoints.
- ▶ The bonus TouchPoints offer is available to all Qualifying Cardholders who meet the eligibility criteria as determined by ADCB in its sole discretion from time to time.
- ▶ The bonus TouchPoints shall be calculated based on the value of Eligible Transactions and shall be subject to a maximum limit as determined by ADCB in its sole discretion.
- ▶ The bonus TouchPoints and categories (available on [www.adcb.com](http://www.adcb.com)) are to be determined and amended by ADCB at any time without any prior notice to the Qualifying Cardholders.
- ▶ The qualifying bonus rewards (available on [www.adcb.com](http://www.adcb.com)) will be awarded to Qualifying Cardholders on a monthly basis in arrears.

- ▶ Irrespective of the chosen reward categories on the Bank's website ([www.adcb.com](http://www.adcb.com)), Qualifying Cardholders will earn TouchPoints at a regular rate and in accordance with the ADCB Credit Card Terms and Conditions, on all qualifying transactions.
- ▶ ADCB reserves the right to amend or vary the terms and conditions stated herein or withdraw this MyChoice Program at any point of time without any notice to the Qualifying Cardholders.

## **4. Buy 1 Get 1 Movie Tickets**

### **4.1 What is Buy 1 Get 1 Movie Tickets?**

- ▶ ADCB TouchPoints with MyChoice Visa Infinite and ADCB TouchPoints with MyChoice Platinum Cardholders are eligible for four Buy 1 Get 1 Movie Tickets per month when purchasing movie tickets at VOX Cinema Online or via the VOX Cinema Mobile Application.
- ▶ ADCB TouchPoints with MyChoice Gold, ADCB TouchPoints with MyChoice Titanium and ADCB TouchPoints with MyChoice Classic Cardholders are eligible for two Buy 1 Get 1 Movie Tickets per month when purchasing movie tickets at VOX Cinema Online or via the VOX Cinema Mobile Application.

### **4.2 What terms and conditions apply to Buy 1 Get 1 Movie Tickets?**

- ▶ The free ticket needs to be utilised along with the paid ticket for the same session and must not be carried forward to any other session on that day or another day. Seating is subjected to availability and will be allocated to the Cardholders on first-come, first-serve basis.
- ▶ The offer shall not be valid in conjunction with any special promotion, private screening or premiere at MAJID AL FUTTAIM CINEMAS LLC ("MAF") venue Ticket types valid under this offer are 2D standard, 2D VIP, 2D MAX VIP, 2D MAX VIP Atmos, 3D standard, 3D VIP, 3D MAX VIP, 3D MAX VIP Atmos, 3D Mercato VIP, 2D Mercato VIP, IMAX STD, IMAX VIP, IMAX BALCONY.
- ▶ Cardholder shall be solely responsible to pay any charge or fees imposed by MAF for the purpose of availing this promotion.
- ▶ This promotion is not valid for ADCB TouchPoints Islamic Bank Cardholders.

- ▶ The Cardholder shall be solely responsible for protection and safety of their card from a third party and shall make sure that this promotion is not availed by a third party.
- ▶ The Cardholder should always carry their card through which the ticket is purchased and shall present the same at the counter if requested.
- ▶ Tickets issued under this promotion are provided by MAF, ADCB shall not be held responsible for any issue pertaining to the tickets or denial of tickets, or booking of tickets by MAF or change or cancellation of shows or any other matter pertaining to the cinemas, which are directly controlled by MAF. The Cardholder shall raise any of the matters stated above directly with MAF and shall keep ADCB harmless.

## **5. Lounge Access**

### **5.1 What is “Lounge Access”?**

- ▶ Lounge Access is a program offered by third-party service providers, which gives Qualifying Cardholders access to participating airport lounges (“Lounges”). A list of participating Lounges is available at [www.adcb.com](http://www.adcb.com).

### **5.2 What terms and conditions apply to Lounge Access?**

- ▶ Lounge Access is available only to Qualifying Cardholders on a best effort basis.
- ▶ Lounge Access may vary and be limited depending on the type of Qualifying Cards.
- ▶ Lounge Access is provided by third-party service providers. You will not hold ADCB responsible for any changes made by a third-party provider and you will hold ADCB harmless in such an event.
- ▶ To avail the lounge access, Qualifying Cardholders may be required to do activation and/or registration prior to any visit to the Lounges. The most up to date details about Lounge Access and details are available on [www.adcb.com](http://www.adcb.com)
- ▶ ADCB reserves the right to restrict, alter or amend the amenities, services and lounge hours, locations, reciprocal lounge arrangements at any time with or without written notice.
- ▶ ADCB reserves the right in its absolute discretion to discontinue any Lounge Access at any time or to refuse to permit to any Cardholder use of any Lounge. ADCB will not

be liable for any loss or damage suffered by any Cardholder as a result of any such refusal, cancellation, or denial.

## **6. Additional General Terms and Conditions**

The following terms and conditions shall be applicable to all the Benefits set out above:

- ▶ The Benefits will be offered, at ADCB's sole discretion, to Qualifying Cardholders, provided they meet the eligibility criteria as determined by ADCB from time to time. ADCB reserves the right to refuse to grant a Benefit without revealing the reasons for such refusal.
- ▶ The books and records of ADCB shall be conclusive evidence in respect of whether or not a Qualifying Cardholder has qualified for a Benefit.
- ▶ In addition to any other conditions outlined in these TouchPoints Credit Cards Terms, the Benefits will not be offered 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 ADCB; (c) there has been a breach by the Qualifying Cardholder and/or company under any terms and conditions governing the use of the Card; or (d) any other event, which, in the sole discretion of ADCB should result in the cancellation of the Benefit to the Qualifying Cardholder and/or company.
- ▶ ADCB is entitled, at any time without any prior notice and without being liable to the Qualifying Cardholder in any manner whatsoever, to terminate the Benefits and/or cancel and/or vary its benefits or features, and/or vary, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or modify or limit the value of the Cash Transactions that will be required to earn Benefits, if applicable, and/or withdraw and/or the merchants/service providers/travel agents that are designated to provide the Benefits.
- ▶ ADCB shall not be liable for and shall not entertain claims related to any Benefits or in respect of any services provided by merchants/ service providers/ travel agents/lounges offering the Benefits, including any accidents, injuries, delays, death suffered by the Qualifying Cardholder and/or any of the other persons utilising a Benefit.
- ▶ ADCB shall not at any time be deemed as an agent or representative of the merchant/service provider/travel agent/ lounges providing the Benefits.



- ▶ The Benefits are for the personal use of the Qualifying Cardholders. Any other use of the Benefits including use of the Benefits for business or commercial purposes shall be deemed as wrongful use of the Benefits by the Qualifying Cardholder and the Qualifying Cardholder shall be liable to refund the Benefit or the cost of the Benefit to ADCB. The Qualifying Cardholder shall indemnify and hold harmless ADCB against any wrongful use of the Benefits.

