

TERMS AND CONDITIONS

► LULU CREDIT CARD

- CLASSIC
- GOLD
- PLATINUM



These terms and conditions (the “Lulu Credit Card Terms”) apply to the following Credit Cards:

- ADCB Lulu Classic Card
- ADCB Lulu Gold Card
- ADCB Lulu Platinum Card

(each a “Lulu Card” and collectively the “Lulu Cards”)

The Lulu Credit Card Terms shall be without prejudice to the Consumer Banking Terms and Conditions. These Lulu Credit Card Terms set out various benefits and Specific Features applicable to Lulu Cards, and form part of the Credit Card Terms for the purposes of the Consumer Banking Terms and Conditions.

Your activation and/use of a Lulu Card will constitute binding and conclusive evidence of your confirmation to be bound by these Lulu 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 Cardholder in any manner whatsoever, to terminate, withdraw, cancel, delete, amend and/or vary any of these benefits and Specific Features.

Benefit	Qualifying Cards
The LuLupoints Program	ADCB Lulu Classic, Gold and Platinum Credit Cards
Lounge Access	ADCB Lulu Platinum Credit Cards
Ferarri World Abu Dhabi and Yas Water World Benefits	ADCB Lulu Classic, Gold and Platinum Qualifying Cardholders

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

Cardholders Individuals who have been issued ADCB LuLu Credit Cards.

Lulu Outlet	Retail outlets either owned or operated by Emke Group LLC, a limited liability company incorporated under the laws of the UAE.
Reward Points Program	The program that rewards Cardholders for using Lulu Cards pursuant to these Lulu Credit Card Terms.
Reward Points	The points calculated ADCB 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 ADCB in its sole discretion.
Rewards	The products or services that are obtained by a Cardholder by virtue of redemption of the Reward Points.

The Cardholder hereby acknowledges that the Lulu Cards are marketed and operated by ADCB 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 8.4 of Part 1 of the Consumer Banking Terms and Conditions shall include Emke and its subsidiaries, associates, branches, assignees, service providers, insurers, agents and other parties in order to enable ADCB and Emke to perform their obligations relating to the Lulu Cards. The Cardholder hereby consents to the disclosure of the information concerning the Cardholder, the Card Account and the Cardholder's affairs with ADCB to Emke.

1 Reward Points Program

1.1 Who is eligible to take part in the Reward Points Program?

- ▶ All Cardholders are eligible to take part in the Reward Points Program subject to these Lulu Credit Card Terms.
- ▶ 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.

1.2 What terms and conditions apply to the Reward Points Program?

- ▶ 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.
- ▶ The Bank shall have the right to determine the maximum number of Reward Points 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 Reward Points 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 Reward Points during that month.

- ▶ 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.
- ▶ 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.
- ▶ Reward Points shall not be assignable or otherwise transferable, and shall not be capable of being pledged.
- ▶ Reward Points awarded to a Cardholder will be shown in the Cardholder's Statement of Account as a credit to the Card Account.
- ▶ 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 recredited 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.
- ▶ The books and records of the Bank shall be conclusive evidence in respect of the number of Reward Points credited to the Card Account.
- ▶ 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.

- ▶ 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.
- ▶ Any instructions conveyed by the Cardholder will be governed by the terms and conditions of the respective mode of redemption.
- ▶ 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.
- ▶ 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.
- ▶ ADCB Rewards: (a) once redeemed will not be reinstated; (b) 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 (c) must be requested for redemption by the Cardholder to the merchant, supplier or issuer.
- ▶ 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.

- ▶ The Bank shall not be held responsible in any manner whatsoever for damaged or defective Rewards.
- ▶ 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.
- ▶ 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.
- ▶ 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.

2. Lounge Access

2.1 What is "Lounge Access"?

- ▶ Lounge Access is lounge access a program offered by third-party service providers, which gives eligible Cardholders

access to participating airport lounges ("Lounges"). A list of participating Lounges is available at www.adcb.com.

2.2 What terms and conditions apply to Lounge Access?

- ▶ Lounge access is available only to 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 by a third-party provider and you will hold ADCB harmless in such an event.
- ▶ To avail the lounge access, Cardholders may be required to do activation and/or registration prior to any visits to the lounges. The most updated Lounge access and process details are published on adcb.com
- ▶ All relevant information and terms & conditions are provided at 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 program at any time or to refuse to permit to any specific customer use of any lounge. ADCB will not be liable for any loss or damage suffered by you resulting from such refusal, cancellation, or denial.

3. Ferarri World Abu Dhabi and Yas Water World Abu Dhabi benefits

3.1 What are the benefits available at Ferrari World Abu Dhabi and Yas Water World?

- ▶ LuLu Credit Cardholders enjoy the following benefits from Ferrari World Abu Dhabi and Yas WaterWorld Abu Dhabi simply by presenting their original Credit Cards:
 - 15% discount on Bronze, Silver and Gold admissions;
 - 15% discount on Bronze, Silver and Gold Annual Pass;
 - 10% discount on F&B items;
 - 15% discount on Merchandise items;

- 0% Personal Payment Plan for a tenor of 6 months for all purchases above AED 500

3.2 What terms and conditions apply to Ferrari World Abu Dhabi and Yas Water World Benefit?

- ▶ This benefit can be used during Public Holidays or any special events;
- ▶ Each Eligible Guest can purchase up to four tickets (Cardholder plus three accompanying guests) for entry to Yas Water World or Ferrari World Abu Dhabi at a 15% discount from the normal gate price
- ▶ Subject to availability, guests who show a valid Platinum, Infinite, World or World Elite Credit Card issued by ADCB at the Yas WaterWorld or Ferrari World Abu Dhabi ticketing counter will receive a complimentary upgrade for up to four tickets (Cardholder plus three accompanying guests) to the level above the ticket which they have purchased
- ▶ Eligible Guests may also purchase up to four Yas Water World Abu Dhabi Annual Pass tickets (Cardholder plus three accompanying guests) at a 15% discount from the normal gate price;
- ▶ The offer is only applicable to admission tickets purchased at the Ticket Counter at Yas WaterWorld, and excludes Legends Passes, Yas Park Passes or Premium Passes;
- ▶ The offer is not available for advance or online ticket purchases;
- ▶ The offer is not valid in conjunction with any other discount, offer or promotion;
- ▶ The Eligible Guest may avail of a 15% discount at Merchandise outlets at Ferrari World Abu Dhabi and Yas WaterWorld, however the following items are excluded from this offer:
 - Yas Pearl Diving Experience
 - Driving experience
 - Imaging products (any souvenir photo related merchandise)
 - Memorabilia (parts of original F1 or GT Cars)
 - Collectibles (high end car models)
 - Ferrari Cars
 - Items on sale;

- ▶ The 0% interest instalment plan is available for 6 months tenor on all purchases above AED 500 made at Ferrari World Abu Dhabi or Yas WaterWorld.
- ▶ The Ferrari World Abu Dhabi and Yas Water World Abu Dhabi benefit 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.
- ▶ ADCB reserves the right to restrict, alter or amend the benefits at any time with or without written notice.

4. 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 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 Cardholder has qualified for a Benefit.
- ▶ In addition to any other conditions outlined in these Lulu 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 Cardholder 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 Cardholder.
- ▶ ADCB is entitled, at any time without any prior notice and without being liable to the 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 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 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 Cardholder and the Cardholder shall be liable to refund the Benefit or the cost of the Benefit to ADCB. The Cardholder shall indemnify and hold harmless ADCB against any wrongful use of the Benefits.

