

AL SAADA GIFT CARD - TERMS & CONDITIONS

These Terms and Conditions (the "**Terms and Conditions**") apply to all transaction, use, purchase, transfer and usage of the Al Saada Gift Cards (the "**Gift Card**").

In these Terms and Conditions:

"**We**" or "**us**" or "**our**" or "**OAM**" or "**Avenues**" or the "**Mall**" means Oman Avenues Mall or its shareholders, associates, affiliates and staff, to the extent applicable and as the case may be.

"**You**" or the "**user**" means the purchaser, possessor or user of the Gift Card (as defined below).

Please read these Terms and Conditions carefully and keep a copy for your records.

Gift Card Information

1.1 The Al Saada Gift Card is a prepaid card and should be treated just like cash in a wallet or purse. If the Gift Card is damaged, lost or stolen, you will lose any funds held on the Gift Card just as if you lost your wallet or purse, subject to clause 3 below.

1.2 The Gift Card can only be used in the retail outlets located in Oman Avenues Mall.

1.3 The Gift Card is not a debit, credit or charge card. It cannot be used to obtain cash via any ATM machine or over any counter. There is no credit line associated with the Gift Card. The Gift Card cannot be topped up or reloaded.

1.4 You are required to keep the Gift Card and the numbers on it safe and secure for the user's own personal use. Any misuse by a third party will be at your risk (see also clause 3 below).

1.5 When purchasing the Gift Card, the purchaser must pay the one-off cost of the Gift Card as per the designation on the Gift Card. The currency of the Gift Card is in Omani Riyals.

1.6 It is expected that the Gift Card may be used at any retail outlet in the Oman Avenues Mall; but you specifically agree that we will not be liable if you cannot use the Gift Card in any specific retail outlet in the Oman Avenues Mall for any reason beyond our reasonable control. Additionally, we cannot guarantee that all the outlets in the Oman Avenues Mall will accept the Gift Card or will continue to accept the Gift Card.

1.7 The Gift Card will be valid for 6 months or until it is used in a transaction, whichever occurs earlier. After the Gift Card validity period ends or the Gift Card is used, the Gift Card may not be used.

2. Using the Gift Card

2.1 The Gift Card is available for purchase at such designated outlets as may be advertised by ~~Lulu or the~~ Oman Avenues Mall from time to time.

2.2 Any person who holds the Gift Card and presents to a participating outlet can use the Gift Card for transactions. We or the participating outlet where the Gift Card is presented for use, has no responsibility to verify the ownership of the Gift Card. Any person who presents a valid Gift Card will be deemed to be the rightful owner of the Gift Card.

2.3 You are allowed to use one or more Gift Cards at a single transaction. At the time of each transaction on the Gift Card, there must be enough value on the Gift Cards to pay for the transaction. Transactions that exceed the value of a Gift Card may be completed by adding more Gift Card(s) or otherwise paying the remaining amount by cash or credit card. We cannot guarantee the acceptance of a different payment method by a participating outlet in exceptional circumstances.

2.4 The Gift Card should be used before the end of the Gift Card validity of 6 months period,. Upon the expiry of such validity period, the Gift Card will become invalid for use, cannot be reactivated and any available funds remaining in the Gift Card shall be forfeited. Further, once the Gift Card expires, the available funds in the Card will not be refunded to you in any form whatsoever. The funds in the Gift Card can be utilised by you only by performing a transaction during the Gift Card validity period and in accordance with these Terms and Conditions.

2.5 When you authorize a transaction:

- a) you are confirming that the transaction correctly represents the purchase price of the goods or services obtained; and
- b) you are agreeing to pay the entire amount of the Gift Card for that transaction, irrespective of the total value of the transaction.

3. Loss, Theft, Damage, Misuse

Oman Avenues Mall-bears no responsibility to refund, reimburse or replace the Gift Card or otherwise compensate you in case if a Gift Card is misplaced, lost, stolen, stolen, damaged or expired or in any way rendered not usable by you.

4. Partial Redemption of Funds

Each Gift Card can be used in full or in partial utility of available funds in the card. The partial fund left in the card cannot be encashed but has to be used as per the usage policy.

5. Actions and Changes by Us

5.1 We may from time to time change these Terms and Conditions in our sole, absolute and independent discretion. We may from time to time take such actions and/or make such changes

as we reasonably consider necessary for any of the purposes of protecting the rights of our customers, tenants and stakeholders from any misuse, fraud, or complying with applicable law or regulation. These may include (but are not restricted to):

- a) Making changes to these Terms and Conditions;
- b) Cancelling the Gift Card and refunding the due amount in the form of a voucher or credit note;
- c) Declining to authorize transactions that are doubtful or doesn't comply with any part of the Terms and Conditions;
- d) Suspending or restricting all or part of the operation of the Gift Card;
- e) Calling back the Gift Card or requiring its disposal or destruction in case of a deemed necessity;
- f) Taking all other action as may be deemed necessary by us in our sole and independent discretion.

5.2 If we do any of the above, we will give you as much notice and in such manner as we deem is reasonably practicable.

5.3 Oman Avenues Mall will not be liable to you or any third party for any loss or damage arising directly or indirectly from the actions taken by us in accordance with this clause 5.

6. Ownership/Return/Cancellation/Destruction of the Gift Card

6.1 We retain the ultimate ownership of the Gift Card at all times. It should be returned to the Mall or destroyed as soon as it expires, or if required by us pursuant to clause 5 above.

6.2 We may decide to cancel the Gift Card at any time without informing you in advance. If we do, you may be entitled to get either a replacement Gift Card, a credit note or cash of equivalent of the cancelled Gift Card, in our own sole discretion.

7. Using Information About You

7.1 You irrevocably authorize and permit us to disclose and furnish to our authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including our third-party advisers and marketing associates) such information as we deem fit concerning you, including but not limited to, the Gift Card governed by these Terms and Conditions.

7.2 Unless you expressly instruct us to the contrary by emailing the official email address on our website info@omanavenuesmall.com with your full name and Gift Card number, information relating to you may be shared with selected Gift Card brand partners with whom we have entered (or will/may enter) business understandings, for the purpose of cross-selling and marketing of goods and services to you or other reasonable commercial purposes.

7.3 By the virtue of you being a user of the Gift Cards, you expressly and irrevocably agree that we have an unconditional right to disclose any information in relation to you if such information

is generally available to third parties, or is lawfully in our possession, or is sought by a court of competent authority, governmental body or regulatory authority.

8. Telephone calls

Calls to and from Oman Avenues Mall may be monitored and/or recorded.

9. Liability and Error Resolution Procedures

9.1 You agree that neither Oman Avenues Mall nor any of our associates will be liable to you if you are unable to use your Gift Card, if such inability is a result of your own or third party's acts and omissions, negligence or default, or a force majeure event.

9.2 Neither Oman Avenues Mall nor any of our associates are liable for any failed transaction if you do not have sufficient funds available on your Gift Card to carry out a transaction, the terminal or system is not working properly, or circumstances beyond our control prevent the transaction.

9.3 If there is a discrepancy, complaint or dispute relating to the goods or services purchased with a Gift Card, you must address it and settle it directly with the relevant retail outlet at the Mall. Refunds and returns are subject to the policies of the relevant retail outlet and we will hold no responsibility in that regard, including but not limited to the non-acceptance of a return item by the relevant outlet. In case of other errors on your Gift Card, call 22005400 immediately or email at info@omanavenuesmall.com to consider your discrepancy, complaint or dispute, you must complete and send a written form to info@omanavenuesmall.com, no later than 3 days after the dispute first arose, or else we may be unable to investigate your claim in which case you will be liable for the transactions. In addition, you undertake to take all necessary steps to assist us in our investigations.

9.4 To the extent permitted by law, you indemnify us and our associates against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you: (i) did not observe your obligations hereunder; or (ii) acted negligently or fraudulently in connection with these Terms and Conditions.

9.5 If you have any complaints or queries relating to the use of your Gift Card, please write to info@omanavenuesmall.com or call 22005400.

10. Force Majeure

10.1 To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), or be in default under these Terms and Conditions, for failure to observe or perform any of their obligations for any reason or cause which could not, with reasonable diligence, be controlled or prevented. These causes include, but are not limited to, acts of God, acts of nature, acts or omissions of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden and unexpected system failure or disruption by war or sabotage, and other acts or omissions of third parties.

11. Severability

Each of the sentences, clauses, or paragraphs contained in these Terms and Conditions shall be severable and distinct from one another and if at any time any or more of such sentences, clauses, or paragraphs are declared invalid, illegal or unenforceable by the unappealable order, decree or judgment of any court, the validity, legality or enforceability of the remaining sentences, clauses or paragraphs in these Terms and Conditions shall not in any way be affected or impaired thereby.

12. Assignment

We may assign any or all of their rights and obligations hereunder to any third party as we freely deem fit. The user of the Gift Card is not authorized to assign any of its rights or obligation to any person.

13. Governing Law and Jurisdiction

The Terms and Conditions are governed by and shall be construed in accordance with the laws of the Sultanate of Oman and you hereby submit irrevocably to the non-exclusive jurisdiction of the courts of the Sultanate of Oman. Such submission shall however not prejudice our rights to bring proceedings against you in any other jurisdiction.