

Mall of Qatar Gift Card Terms & Conditions

Please read these terms and conditions (the "Card Terms and Conditions") carefully and keep a copy for your records.

By using the Mall of Qatar Gift Card, you agree to be bound by these terms and conditions.

Meanings

- 1.1 In these Terms: "We" or "us" or "our" or "the Issuer" or "MOQ" means Mall of Qatar LLC. "you" or "your" means the person who has purchased the MOQ Gift Card ("Card") and/or the person nominated by the purchaser to use it ("the user").

These Card Terms and Conditions will apply between you and us in relation to the Card.

Card Information

- 2.1 The Card can be purchased from customer service desks in MOQ.
- 2.2 You acknowledge and agree that the value available in the Card is limited to the funds that have been preloaded on the card. A prepaid gift card is a prepaid, stored value card and should be treated just like cash in a wallet or purse. If the prepaid gift card is lost or stolen, you will lose any funds held on the prepaid gift card. It cannot be replaced if lost, damaged or stolen.
- 2.3 At the time of making purchase, you will be asked to provide your name and ID, which may be Qatari ID, Passport Number or any other form of formal identification. We may carry out Identification Checks before we issue a Card to you. We do this to combat fraud and money laundering. Identification is only retained for as long as is necessary for administering the card.
- 2.4 The purchaser of the card must pay the activation fee which shall be added to load up value of the Card. The activation fees will be retained by the Issuer and used against cost of administering the Card. We abide by Qatari Protection of the Personal Data legislation.
- 2.5 The Card can be used at all retailers in MOQ as part or full payment for goods or services.
- 2.6 The Card is not a debit, credit or charge card and is not in any way connected to your bank account. You will not earn profit on any available funds on the Card.

- 2.7 The Card cannot be used to obtain cash via any machine or over any counter. The Card cannot be topped up or reloaded.
- 2.8 At points of sale the Card can only be used via an electronic on-line card reader. You are required to keep the Card and the security numbers safe and secure for the user's own personal use. Any misuse by a third party will be at your risk.
- 2.9 We will not be liable if you cannot use the Card with any seller and we will not be liable in any way for goods and / or services purchased from any seller using the Card. Additionally, we cannot guarantee that the retailers who have agreed to accept the Card will continue to accept the Card.
- 2.10 The Card will be valid up to 24 months from date of issuance of the card to you. If the balance is not used or used partially, the remaining balance will be transferred to a charity after the end of two years, in accordance with principles of Islamic Sharia'a.

Using the Card

- 3.1 The Card holder agrees not to use the Card for purchase of goods or services that are against the principles of Islamic Sharia'a.
- 3.2 You agree not to use the Card for money transfers or to purchase foreign currency. If the Card holder breaches this term, the Issuer shall be entitled to cancel the Card without prior notice and without any responsibility to the Issuer.
- 3.3 The purchaser should provide the security code personally, securely and confidentially to the user. The security code is printed inside the Card package.
- 3.4 Only the user whose signature is on the back of the card may use the Card for transactions. The user must sign the Card upon receipt. The Card is activated immediately on purchase and can be used by the user upon signature.
- 3.5 If the user is under 16 years of age, the purchaser agrees to ensure that these Terms are understood by the user and that use of the Card is supervised if required.
- 3.6 The user is responsible for keeping track of the available balance on the Card. To check your balance at any time or to check your previous transactions, you can go to any ATM and input your security code.
- 3.7 Transactions that exceed the remaining Card balance may be accepted, provided the merchant accepts the amount that exceeds the remaining Card balance using a different payment method.

3.8 You agree that we can reduce the remaining Card value by the value of all purchases of goods and services that are authorized by you. Transactions are authorized by you when you:

- a) swipe your Card or allow an operator to do so, at an electronic point of sale terminal at a participating retailer or;
- b) give a participating retailer details of the Card and authorize the transaction in some other way approved by that retailer.

3.9 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 amount of that transaction by the reduction of the remaining Card value.

Actions and Changes by Us

4.1 We may from time to time change the Card Terms and Conditions. We may from time to time take such actions and / or make such changes as we reasonably consider to be necessary for any of the purposes of protecting electronic funds from misuse, fraud prevention, overcoming operational difficulties, complying with applicable law or regulation, or making more efficient the working of the Card. These may include (but are not restricted to): Making changes to these Terms; Cancelling the Card and refunding any balance due; Declining to authorise transactions; Suspending or restricting all or part of the operation of the Card and/or the Security Code, instructing a seller to retain the Card.

Ownership / Return / Cancellation / Destruction of the Card

5.1 The Card should be destroyed as soon as it has no spending or redemption value, or if cancelled.

5.2 You are not entitled to cancel the Card after it has been purchased.

5.3 We may decide to cancel this Card at any time without informing you in advance. If we do, you will be able to receive the balance on your Card by going into one of our customer service desks.

5.4 Your Card will also be terminated when your Card does not have any balance.

Using Information About You

6.1 You irrevocably authorize and permit the Issuer to disclose and furnish such information that it deems fit concerning you including but not limited to the card governed by these Terms and Conditions to the Issuer's authorized representatives, subsidiaries, associates, branches, assignees, agents or other connected parties (including the Issuer's third-party advisers and marketing partners).

6.2 The Issuer shall also be at liberty to share the necessary information relating to you with the selected Card brand partners for the purpose of cross selling and marketing of goods and service to you and in relation to which the Issuer has entered into a formal agreement with such partners. You have the option of deselecting such a value-added service by expressly notifying the Issuer in writing including your card number.

6.3 The Issuer shall 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 (including but not limited to Central Bank).

7 Telephone calls to and from us may be monitored and / or recorded.

8 Governing Law and Jurisdiction: The Terms and Conditions are governed by and shall be construed in accordance with the laws of the State of Qatar and you hereby submit irrevocably to the non-exclusive jurisdiction of the civil courts of the State of Qatar. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against you in any other jurisdiction.

Liability and Error Resolution Procedures

9.1 We are not liable for any prohibited use or misuse of the card whatsoever.

9.2 We are not liable for any failed transaction if you do not have sufficient funds on your Card to cover a transaction, the terminal or system is not working properly, circumstances beyond our control prevent the transaction, or the merchant authorizes an amount greater than the purchase amount.

- 9.3 If there is a problem or dispute with a purchase of goods or services, you must address it directly with the merchant involved. Refunds and returns are subject to the merchant's policies or applicable law. In case of other errors on your Card account, contact us immediately by phone or email indicated on the back of the card or to our customers service desk.
- 9.4 If you have a complaint, please contact us either by telephone or by email.
- 10 Force Majeure: To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under the Card Terms and Conditions, for failure to observe or perform any of our 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 Partial Invalidity: In any one or more phrases, sentences, clauses, or paragraphs contained in the Card Terms and Conditions shall be declared invalid by the unappealable order, decree or judgment of any court, the Card Terms and Conditions shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Card Terms and Conditions.
- 12 Assignment: We may assign any or all of our rights and obligations hereunder to any third party as we freely deem fit.
- 13 The Cardholder agrees to release, indemnify, and hold the Issuer harmless against any claim brought against the Issuer by a third party resulting from the Cardholder's use of the Card.