

Terms and Conditions for DMCC Competition

1. Definitions

Affiliates means any entity that directly or indirectly controls, is controlled by, or is under common control with DMCCA.

Authority means any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body in the UAE, the Emirate of Dubai or DMCCA.

Competition means any competition conducted by DMCCA from time to time.

Competition Rules means the specific rules of any Competition as set out by DMCCA and posted on the relevant webpage of the Competition from time to time.

Contestant means any participant eligible to participate in a Competition as per the eligibility criteria set out in the Competition Rules.

DMCCA means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020.

DMCC means the free zone known as Dubai Multi Commodities Centre, governed by Law No. (3) of 2020 and situated at P.O. Box 48800, Almas Tower, Jumeirah Lakes Towers, Dubai, United Arab Emirates.

Guardian means a parent or legal guardian to a Minor.

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, branding, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), slogans and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Laws means all legislation, decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

Minor means any individual under the age of majority in his or her country of residence.

Privacy Policy means DMCC Privacy Policy available on <https://www.dmcc.ae/privacy-policy>.

Prize means the prize to be received by any Contestant declared a Winner of the Competition pursuant to the criteria set out by DMCCA and detailed in the Competition Rules.

Terms and Conditions means these terms and conditions together with any documents referred to herein.

UAE means the United Arab Emirates.

Winner means the winner of a Competition.

2. DMCCA Competition

- 2.1 The Competition is governed by these Terms and Conditions and the Competition Rules which set out the terms and conditions under which a Contestant may participate in or enter into the Competition.
- 2.2 These Terms and Conditions and the Competition Rules are deemed to incorporate the Privacy Policy, which also applies to any Contestant's participation or any entry into the Competition. The Privacy Policy sets out the terms on which DMCCA process any personal data collected from or provided by any Contestant. By participating in or entering into the Competition, each Contestant agrees to comply with the Privacy Policy and warrants that all data provided is accurate.
- 2.3 By submitting an entry to the Competition, each Contestant agrees and acknowledges that it shall:
 - 2.1.1 abide by these Terms and Conditions, the Privacy Rules and the Competition Rules;
 - 2.1.2 comply with the Laws at all times.

For the avoidance of doubt, an entry will not be deemed valid if a Contestant does not adhere to these provisions.

- 2.4 Any Competition is made at the DMCCA's sole discretion and may be withdrawn or amended by DMCCA at any time, with or without notice, as it deems fit. To the extent permitted by Law, DMCCA accepts no liability to any Contestant or any other third party in connection with the Competition, these Terms and Conditions, the Competition Rules and the Privacy Policy.
- 2.5 DMCCA may also amend the relevant pages used in relation to the Competition and remove any content at DMCCA's sole discretion without notice.

3. Competition's Conditions

- 3.1 Subject to fulfilling all eligibility conditions provided above and in the Competition Rules, any individuals (and not companies or other entities) in the UAE (residents and tourists) are permitted to enter the Competition and become a Contestant.
- 3.2 Any individuals from DMCCA connected with the production and delivery of the Competition (decided by DMCCA at its sole discretion) are not permitted to enter the Competition unless provided otherwise in the Competition Rules.
- 3.3 Unless provided otherwise in the Competition Rules, each Contestant must be at least 16 years old to enter the Competition. No individual under the age of 16 years old is allowed to enter the Competition. Contestants may be required to provide a valid address and proof of identification (including age) documents for verification purposes. Failure to provide such proof of identification (including age) and a valid address will result in automatic disqualification from the Competition.
- 3.4 If the Contestant is Minor, the Contestant confirms that it has the consent from a Guardian to participate in the Competition. For any Minor Contestant, DMCCA reserves the right to verify the Guardian's consent provided for the Minor's participation in the Competition.

- 3.5 Where a Minor or Guardian on behalf of a Minor, enters the Competition, all obligations, consents, agreements, releases, assignments, licenses, warranties, representations and other such obligations in the Terms and Conditions or Competition Rules granted to DMCCA (the **Obligations**) shall be understood to be made by the Guardian on behalf of the Minor. If a Guardian on behalf of a Minor, enters the Competition, the Guardian represents and warrants that it has the Minor's consent to enter the Competition on the Minor's behalf and to undertake such Obligations. Where necessary, the Guardian further agrees to procure that the Minor complies with all of the Obligations. The Guardian shall be expressly liable to DMCCA for the Obligations and for any breaches of the Obligations by the Guardian or by the Minor, and for breach of the warranty in this clause, and shall hold harmless and indemnify DMCCA for any losses or claims related to any such breach of the Obligations and warranty.
- 3.6 Each Contestant must ensure that his or her participation in the Competition (including the acceptance of any Prize awarded) is lawful in accordance with the laws of the country of which he or she is a citizen and/or resides, and/or happens to be at the time the entry is made. DMCCA shall not be taken to make any representations, express or implied, as to the lawfulness of any individual's participation, or as to any other aspect of the Competition.

4. Entry Requirements

- 4.1 Each Contestant must enter the Competition in accordance with the entry requirements set out in the Competition Rules. DMCCA fully reserves, at its sole discretion, the right to reject any entry which does not follow the requirements.
- 4.2 Each Contestant agrees that its participation in a Competition shall not be offensive, obscene, derogatory or defamatory in nature and will be respectful to the local culture of the UAE and will adhere to these Terms and Conditions and the Competition Rules.
- 4.3 The DMCCA does not take responsibility and shall not be liable for any entry made by a Contestant that is lost, delayed, illegible, damaged, corrupted, incomplete, or that does not follow these Terms and Conditions or the Competition Rules. Such entries shall be deemed invalid.
- 4.4 The use of automated devices to enter the Competition is prohibited and any entry created through such means shall be null and void. DMCCA does take responsibility and shall not be liable for any defects or delays in any transmission, interruptions in service due to system repairs, maintenance or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Competition, including, without limitation, errors which may occur in connection with the administration of the Competition, the processing of entries or emails, the announcement of the Prizes, for any injury or damage to a Contestant's or any other person's computer or other device relating to or resulting from participation in this Competition, or for printing, typographical, human or other errors appearing in these Rules or other Competition-related materials.

5. Winner Selection and Prizes

- 5.1 The Winner will be selected pursuant to the conditions set out in the Competition Rules. The selection of the Winner shall be final and binding and each Contestant agrees that it does not have a right to a dispute

or claim with respect to the selection of the Winner.

- 5.2 Each Contestant agrees to be contacted through the contact details provided in their entry submission in the Competition.
- 5.3 DMCCA will not be responsible for transport, food and other expenses of any kind, associated with the Prize, including any costs associated with changing or rescheduling a flight (including where such changes or rescheduling are as a direct or indirect result of COVID). The Winner will be responsible for all other costs and expenses associated with redeeming the Prize including but not limited to travel insurance, food, transfers (other than as provided for under the Competitions Rules) and any other ancillary costs associated with redemption of the Prize.
- 5.4 DMCCA, at its sole discretion, reserves the right to offer an alternative Prize (or any portion thereof), at any time, for any reason, without notice with one of comparable or greater value. The Prize is non-transferable. No cash or other prize substitution shall be permitted except at DMCCA's sole and absolute discretion.
- 5.5 By accepting the Prize, the Winner agrees and consents to DMCCA using their name, nationality, country of residence and image in any Competition announcements and publicity material (including, but not limited to, online material) related to the Competition, including, but not limited to, across media channels and platforms operated by DMCCA.
- 5.6 As a condition to receiving the Prize, the Winner shall, where required, complete and sign DMCCA's documentation (including consent and release forms) to provide their written consent to (i) being filmed and photographed by DMCCA or its representatives in relation to receiving and redeeming a Prize and over the course of experiencing the Prize (where applicable) and (ii) DMCCA using any content created across its various media channels and platforms.

6. Exclusion of Liability and Indemnity

- 6.1 By submitting an entry to the Competition, each Contestant agrees and acknowledges that:
 - 6.1.1 DMCCA may use (to the fullest extent permitted by applicable Law) the Contestant's name, city and state of residence, photograph, any oral or written statements, footage, voice, images and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification;
 - 6.1.2 DMCCA may carry out all verifications required by DMCCA concerning the Contestant's identity;
 - 6.1.3 any indication of falsified, fraudulent, false, untruthful, incorrect or inexact identity or address of any Contestant, may, in DMCCA's sole discretion, lead to that Contestant being disqualified from the Competition;
 - 6.1.4 DMCCA and its Affiliates, any of their respective employees, officers, directors, agents and representatives (the **Released Parties**) shall not have any liability and shall be held harmless and indemnified by the Contestant for any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and

expenses (including, without limitation, attorney's fees) of whatsoever nature in relation to the Contestant or any other person or entity including, without limitation, personal injury or death to Contestant or any other person or damage to personal or real property, arising from or related to this Competition, or due in whole or in part, directly or indirectly, to (i) the acceptance, possession or use of the Prize, (ii) any physical activity, travel or travel-related activity in relation to the Competition, the Prize, or participation in this Competition; and

6.1.5 to absolutely and forever release and discharge the Released Parties from, all claims, damages, liabilities, obligations, expenses and causes of action which the Contestant may bring and/or could have brought against the Released Parties, which relate to the Competition and/or the Prize.

6.2 To the extent permitted by applicable Law, the Released Parties shall not be liable under or in connection with these Terms and Conditions, the Competition Rules, the Competition or the Prize for any indirect, special or consequential cost, expense, loss or damage suffered by a Contestant or Winner (including any guest) even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Contestant and/or DMCCA and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.

6.3 Each Contestant acknowledges and agrees that DMCCA does not control over, and shall not be responsible or liable for, any content generated by third-party users in connection with the Competition.

6.4 DMCCA reserves the right, in its sole discretion, to void any participation and disqualify such Contestant whom is believed to have attempted to tamper with or impair the administration, security, fairness or proper play of the Competition and/or who is in violation of these Terms and Conditions and/or the Competition Rules.

7. General Conditions

7.1 Each Contestant shall abide by all health and safety rules and regulations as applicable in the Emirate Dubai, UAE at all times including but not limited to rules and regulations with regards to COVID-19. Each Contestant must take all reasonable steps to ensure that he or she complies with all safety standards and act in a manner which is appropriate for the nature of the Competition and takes all reasonable steps to ensure the Contestant's own and others' health and safety when taking part in the Competition. Any Contestant's behavior which poses any medical, security or safety risk to himself/herself or others will be disqualified without the DMCCA having any liability to such Contestant.

7.2 Excluding a Contestant's entry submission], all Intellectual Property Rights related to a Competition are owned by or used under license by DMCCA. DMCCA reserves all rights in relation to such Intellectual Property Rights. Unauthorized copying or use of any Intellectual Property Right without the express written consent of DMCCA is strictly prohibited and any use in an entry submission to a Competition of DMCCA's Intellectual Property Rights (where required) shall be solely to the extent provided for in these Terms and Conditions or the Competition Rules.

7.3 DMCCA shall not be responsible or liable for any damage, injury of any kind whatsoever as a direct or indirect result of any Prize or promotion offered through any of the digital channels of DMCCA. Each Contestants

shall at all times indemnify, protect, defend and hold harmless the Released Parties, from and against any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and expenses (including, without limitation, attorney's fees) of whatsoever nature resulting or arising from the use of the DMCCA's digital and social media platforms.

7.4 The invalidity, illegality or unenforceability of any part of these Terms and Conditions or the Competition Rules whether or not recognized as such by any competent authority will not affect or impair the validity of the remainder of them.

7.5 These Terms and Conditions and the Competition Rules do not create any right, entitlement, claim or benefit for any person who is not a party to them.

8. Governing Law and Jurisdiction

8.1 These Terms and Conditions and the Competition Rules are governed by the Laws as applicable in the Emirate of Dubai, UAE.

8.2 Any dispute arising out of or in relation to these Terms and Conditions or the Competition Rules will be subject to the exclusive jurisdiction of the Dubai Courts.