

## CBD Rewards Program - Terms & Conditions

The customer's use or continued use of the CBD Rewards portal (the Site) shall constitute the Customer's acceptance of these Terms and Conditions.

### Definitions

**"Customer"** means a customer of Commercial Bank of Dubai holding a banking relationship eligible to earn CBD Rewards as determined by Commercial Bank of Dubai at its sole discretion, from time to time.

**"Bank" or "the Bank"** means Commercial Bank of Dubai.

**"CBD Rewards"** means the reward points earned by the Bank's customers on eligible products, transactions and channels, but excluding Super Saver Cashback, which can be redeemed by accessing the Site in accordance with the CBD Rewards and the Bank's Terms and Conditions.

**"CBD Rewards Program"** means the loyalty program managed by the Bank that allows the Customer to earn CBD Rewards and / or Super Saver Cashback on eligible products, transactions and channels and facilitates redemption across a variety of ways provided.

**"Super Saver Cashback"** means an amount in AED earned by the Customer holding a CBD Super Saver Visa Signature Credit Card, for specific transactions on this card at rates decided by the Bank from time to time at its sole discretion.

**"Site"** means CBD Rewards portal where customers can redeem their CBD Rewards and Super Saver Cashback.

**"Terms and Conditions"** means CBD Rewards portal and Product Terms and Conditions.

**"Providers"** means third party providers as chosen by the Bank for redemption of CBD Reward Points through CBD Rewards portal and providing other services in connection with the Site.

### 1. User Representations

The Customer represents and warrants the acceptance of these Terms and Conditions and possesses the right to use the Site in accordance with these Terms and Conditions. The CBD Rewards Program supplements, but does not in any way amend the Agreement between the Bank and the Customer, and any term referenced but not defined herein would be interpreted in accordance with the agreement pertaining to banking entered between the Customer and the Bank (E.g.: the **"Credit Card Agreement"**).

### 2. The Program

CBD Rewards Program allows eligible Customers to earn rewards points on products, services & daily spends as per Bank's product Terms and Conditions. The Bank's Customers can access the Site to redeem their CBD Rewards and/or Super Saver Cashback for Emirates Skywards Miles, purchasing airline tickets, hotel reservations, electronic products, restaurant vouchers, gift vouchers, cashback and much more.

### 3. Eligibility

CBD Rewards Program is open to Customers as determined by the Bank from time to time whose Products are active, and are in good standing as determined by the Bank at its sole discretion.

### 4. Access

In order for the Customers to access the Site, the Customer must register by completing their registration details in the manner as prescribed by the Bank on its website. The Bank reserves the right to terminate or suspend the Customer's access at any time without any prior notification if the Customer breaches these Terms and Conditions. Upon registration, the Customer will need to provide a valid Username and Password to access the Site.

### 5. Terms of Use and Restrictions

The Customer agrees to use the Site solely for the redemption of CBD Rewards and/or Super Saver Cashback and also agrees that all such redemptions shall only be for his/her personal use and for any non-commercial use. Customer agrees not to use the Site for any illegal purpose or in any manner that is inconsistent with the Site Terms and Conditions. Customer also agrees not to modify copy, distribute, transmit, perform, publish, reproduce, license, create derivate works from or offer for sale any information contained on, or obtained from the Site.

### 6. Redemption of CBD Rewards

The Customer shall be solely responsible for reviewing the products and services offered by Providers on the Site and agree to be bound by the specific Terms and Conditions related to the products and services as stipulated by the Providers.

The Customer shall be responsible to choose from the redemption options carefully by making sure the selection of the product suit his/her requirements, timing and ability to redeem. The Customer's use of the Site is at his/her sole risk. The Bank shall not be responsible in any manner whatsoever for the products or services including as to satisfactory quality, performance, accuracy or for any defect, damages, delays or deficiency in any of the products or services availed by the Customer by redeeming of CBD Rewards through the Site.

Products or services redeemed through the Site cannot be returned, exchanged or cancelled once an order has been placed. No refund of CBD Rewards would be provided to the Customer under any circumstances by the Bank.

Any complaints in relation to the products or services ranging from faults, malfunctioning, wrong items delivery and other reasons such as change in hotel or airline bookings should be addressed to the relevant provider as per the specific Terms and Conditions stipulated by the Providers and the Bank shall not be responsible for the same. Any request for a modification in products or services may require a payment of fees or charges to the providers.

CBD customers may choose to redeem their CBD Rewards for the below categories:

Cashback	Emirates Skywards Miles	Hotel reservations	Airline tickets
Charity	Gift vouchers	Pay with Points	Electronic products & more

Customers have up to 24 months from the date they have earned CBD Reward points to redeem for the above mentioned products and services after which CBD Rewards will expire automatically. In the case of points migrated from the Attijari Loyalty platform, expiration of the points would be carried forward at the end of the following year of the points being earned. For example: Attijari Loyalty Points earned in 2018 are scheduled to expire on 1<sup>st</sup> January 2020 if no redemption requests have been processed.

In the event that the Bank identified an error in the redemption of CBD Rewards initiated by the Customer, the Bank at its sole discretion may cancel said redemption and reinstate the CBD Rewards to the Customer's CBD Rewards Account. In the event the cancelation of said redemption cannot be processed, the Bank may at its sole discretion debit the Customer's CBD Rewards Points balance, Super Saver Cashback balance, CBD Credit Card(s), CBD Current Account, CBD Savings Account, CBD Term, Deposits or any combination thereof, for the equivalent CBD Reward points value in United Arab Emirates Dirham ('AED').

There are a minimum number of CBD Reward points required by the Bank before redemption will be allowed. This minimum number of CBD Reward points is set at the Bank's discretion and may be amended from time to time.

Only customers who are not holding a CBD credit card but are holding a CBD Current Account can redeem their CBD Reward points for Cashback in to their CBD Current Account.

The Customer must be in a good standing with the bank across his/her banking relationship including any accounts, deposits, loans, overdrafts or credit cards, when a request for a redemption is made. Specifically his/her credit cards with the Bank must not be overdue, suspended, blocked cancelled or terminated by the Bank. In the event the aforementioned conditions are not met, the Bank at its sole discretion may decide to disallow redemption and cancel the available CBD Rewards from Customers Account.

## **7. Redemption of Super Saver Cashback**

Redemption of Super Saver Cashback will be governed at all times by 'CBD Super Saver Visa Signature Credit Card Terms & Conditions' that can be viewed by the Customer at <https://www.cbd.ae/general/terms-conditions>

## **8. User's Agreement**

The Customer agrees to maintain the security of his/her username, password and other confidential information relating to the products and facilities obtained from the Bank. The Customer agrees to be bound by the Terms and Conditions as set forth in this document and the Bank's product related Terms of use.

## **9. Modification**

The Bank reserves the right to modify these Terms and Conditions from time to time at its sole discretion. Any modifications will be effective immediately upon publication on this Site. The Customers continued use of the Site, or any of the materials contained on the Site, following such publication will be deemed as its conclusive acceptance of the modified Terms and Conditions.

## **10. Email Policy**

The Customers agrees that he/she is willing to receive emails form the Bank regarding products and services including but not limited to the CBD Rewards Program.

## **11. Fees and Charges:**

The Bank does not charge any fees to the Customers for accessing and using the Site to redeem their CBD Rewards and/or Super Saver Cashback. The Providers may charge the Customer with fees or charges for additional services as per the specific Terms and Conditions related to the products and services as stipulated by the Providers.

## **12. License**

The Customer shall have no rights or licenses to use the Site and materials contained on the Site other than the limited right to use in accordance with these Terms and Conditions.

The Customer shall not copy, display, publish, modify, or sell any content, information, software or services provided on the Site or by the Bank. The Bank has a right to modify the Site contents from time to time at its sole discretion.

Except as expressly set forth herein, no license is granted to the Customers for any other purpose, and any other use of the Site content by the Customers shall constitute a material breach of these Terms and Conditions.

If a Customer chooses to download content form the Site, the Customer must comply in accordance with these Terms and Conditions. Such downloads are licensed to the Customers by the Bank only for their own personal use in accordance with these Terms and Conditions and does not transfer any other rights to the Customer. Nothing in this agreement shall effect any right of the Bank including by not limited to its right over the Site content and any associated patents, trademarks, copyrights, designs or other intellectual property rights. No license, right, or interest in any trademarks of the Bank or any third party is granted under these Terms and Conditions.

## **13. Copyright**

All material on this Site is protected by copyright unless otherwise stated and may not be used except as permitted in these Terms and Conditions and is protected under the law.

## **14. Trademarks**

The trademarks and logos used and displayed on the Site are trademarks of the Bank and or its affiliates, unless otherwise specified. The Providers listed on the site provide their own logos and trademarks from time to time and warrant owing the copyright to display these images on the Site. The use of Copyright Material and Trademarks by the Customers or anyone authorized by the Customer is prohibited unless expressly permitted by these Terms and Conditions, or express permission is provided elsewhere on the Site or the Bank provides express permission. Any unauthorized use of the images may violate copyright laws, trademark laws, the laws of privacy and civil and criminal statutes.

## 15. Hyperlinks

This Site contains links to other websites and the Bank is not responsible for and does not control the content of any website linked to or from the Site. Any links to other websites are for Customers' convenience and the Bank makes no warranty or representation regarding such other websites unless expressly stated by the Bank on this Site.

The Bank disclaims all warranties, express and implied as to the accuracy, validity and legality of any materials or information contained on such websites. The Bank neither warrants nor represents that the Customers' use of materials on linked websites will not invade rights of third parties not owned by or affiliated with the Bank.

## 16. No Warranties

The Bank does not take any responsibility and will not be liable for any damages to or viruses that may affect any computer or other property due to the Customers access and use of the Site or any linked websites, or due to the Customers downloading any materials, data, text, images, videos or audio from the Site or any linked website. The Bank reserves the rights on its sole discretion to cancel or suspend the Site should any virus, bugs or other causes beyond Bank's control corrupt the administration, security or proper function of the Site.

## 17. Terms and Termination

The Bank reserves the right to terminate Customers rights to use the Site at any time with or without cause and without any requirement to notify the Customers at its own discretion.

## 18. Liability

The Bank shall not be liable for any loss, damage, inconvenience or personal injury (including, but not limited to, direct, indirect or consequential losses suffered or sustained by any person in connection with:

- Any use of the Site or the Bank's content.
- Any Inaccurate information provided by the Customer
- Any redemption of CBD Rewards and use of products and services through the Site
- Any failure, damage or delay in the products and services redeemed through the Site
- Any defect, unavailability of the products and services from the Site

In no event shall the Bank or any of its affiliates, officers, directors, employees or any staff be liable for any loss, damage or expense arising by accessing this Site.

## 19. Governing Law and Jurisdiction

These Terms & Conditions are governed and construed in accordance with the laws of the United Arab Emirates.

## 20. General

The Bank reserves the right to cancel, suspend, change or substitute the CBD Rewards and Super Saver Cashback earning rules conditions or the basis of computation of CBD Rewards or Super Saver Cashback Terms and Conditions at any time, without giving any prior intimation to the Customers. The Bank would be deemed to have acted in good

faith in response to any oral or electronic instruction or inquiry by the Customers in respect of any matter in relation to this Site and the fulfillment of any redemption request. The Customer shall not be entitled to claim or allege any loss, damage, liability, expense attributable, directly or indirectly, to any such good faith action of the Bank and the Customer shall indemnify and hold the Bank harmless in respect thereof.

Fraud and/or abuse relating to earning and redemption of reward points or cashback in the program may result in forfeiture of the reward points/cashback as well as termination and cancellation of the card.

The Bank's decision on computation, lapse, cancellation, forfeiture, credit, debit and re-installment of Super Saver Cashback or CBD Rewards shall be final, conclusive and binding on the Customers.

The Bank may at its sole discretion decide to outsource the Site to a third party legal entity for provisions of redemption and other services linked to the Site.

Any variation, alteration, modification and/or amendment to the Terms and Conditions shall be published on the Bank's website ([www.cbd.ae](http://www.cbd.ae)) and shall supersede the earlier Terms and Conditions available therein.