

## **Samsung Gift Card Terms and Conditions**

### 1. Meanings

In these Terms: "we" or "us" or "our" or "the Issuer" or "ICC" means Innovative Consumer Concepts. "you" or "your" means the person who has purchased the Gift Card ("the Gift Card").

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

2.1 The Gift Card is a prepaid card and should be treated just like cash in a wallet or purse.

2.2 The Gift Card can be used only on merchant websites or merchant mobile applications where ecommerce payments are accepted or at merchant stores globally where Samsung Pay is accepted.

2.3 The Gift Card is not a debit, credit, or charge card. It cannot be used to obtain cash via any machine or over any counter. Gift Card cannot be topped up or reloaded.

2.4 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

2.5 The Gift Card will be valid for 3 months from its date of issuance after which it will expire.

### 3.

3.1 The user is responsible for keeping track of the available balance on the Gift Card. To check your balance at any time or to check your previous transactions, you can go to <https://www.iccgiftcard.com/vccs/customerLogin> and follow the links to Gift Cards. Sign in using your registered mobile number. You can also check your balance on the same portal.

3.2 Payment transactions that exceed the remaining Gift Card balance are prohibited and will be declined.

3.3 Payment transactions executed by you shall be authorized only if the Gift Card is in good standing condition and provided that the transaction amount is less than the balance available in the Gift Card for use. All such authorized transactions shall be deducted from the balance available in the Gift Card. Transactions are authorized by you when you:

a- Use Gift Card or allow an operator or other person to do so, on an ecommerce website of a participating retailer; or

b- Give retailer details of the Gift Card and authorize the transaction in some other way approved by that retailer.

3.4 When you authorize a transaction:

a- You are confirming that the transaction correctly represents the purchase price of the goods or services obtained;

b- You are agreeing to pay the amount of that transaction by the reduction of the remaining Gift Card value.

4.

4.1 You should use all the value of the Gift Card before the expiry date (which is 3 months from the purchase date).

4.2 Any balance left on the Gift Card after the right to redeem has ceased to apply will be forfeited for the benefit of the Issuer.

5.

5.1 We may from time to time change these Gift 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 Gift Card. These may include (but are not restricted to): - Making changes to these Terms; - Cancelling the Gift Card - Suspending or restricting all or part of the operation of the Gift Card.

5.2 If we do any of the above, we will give you as much notice to your registered email address or mobile number and in such manner as is reasonably practicable (unless circumstances are exceptional).

6. You are entitled to block the Gift Card and unblock the Gift Card according to your will on the portal.

7. 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).

8.

8.1 The Issuer shall also be at liberty to share the necessary information relating to you with the selected Gift Card brand partners.

8.2 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 the Central Bank).

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

10. Governing Law and Jurisdiction: these Terms and Conditions are governed by and shall be construed in accordance with the laws of the Emirate of Dubai and the Federal Laws of the UAE and you hereby submit irrevocably to the non-exclusive jurisdiction of the civil courts of the Emirate of Dubai. Such submission shall however not prejudice the rights of the Issuer to bring proceedings against you in any other jurisdiction.

11. Liability and Error Resolution Procedures

11.1 We are not liable for any prohibited use or misuse of the card whatsoever. Furthermore, You acknowledge that the Gift Card may not be used: a- to purchase goods or services that a retailer is not permitted to supply to you.

11.2 We are not liable for any failed transaction if you do not have sufficient funds on your Gift 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.

11.3 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.

12. 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 these Gift 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.
13. Partial Invalidity In any one or more phrases, sentences, clauses, or paragraphs contained in these Gift Card Terms and Conditions shall be declared invalid by the order non capable of appeal, decree or judgment of any court, the Gift Card Terms and Conditions shall be construed as if such phrases, sentences, clauses or paragraphs had not been inserted in the Gift Card.