



## **Terms & Conditions**

### **Terms and Conditions of Twere ICMC DM Gift Program**

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Latest update 16.06.2025

*Before purchasing your experience voucher or gift card through our customer application form, please read these terms and conditions carefully. We intend to rely upon these terms and conditions for your own benefit and protection. It is important that you understand that these terms and conditions, together with the documents referenced within them, set out the basis on which we supply services to you (the customer/recipient). If you do not understand any point, please contact us for further clarification before proceeding.*

*By completing and submitting our customer application form, you acknowledge that you have read, understood, and agreed to be bound by these terms and conditions. Before making a purchase, we also ask you to familiarize yourself with the specific terms and conditions of the service provider detailed in each particular experience description provided on our forms.*

*Please note: if there is any conflict or ambiguity between Twere ICMC DM's terms and conditions and those of a service provider, the service provider's terms and conditions shall take precedence.*

### **Exchange**

Any experience voucher purchased through our issued customer application form can be exchanged for any other experience offered on our current service form at the same or a lower price. In case you wish to exchange your voucher for an experience with a higher price, you will be required to pay the difference. Your experience voucher can be exchanged only within the validity period of your experience voucher. Expired experience vouchers are invalid and cannot be exchanged.

### **Refund**

In case we are not able to provide you with your experience due to the termination of cooperation with the service supplier and in case you do not wish to exchange your experience voucher for a different experience as described in section Exchange, we can offer a refund of the amount paid for the original experience voucher excluding packaging and delivery charges. The refund will be processed to the customer's original payment method. The original payment method is the one used to purchase the experience voucher qualified for a refund. It can be a payment card, a gift card, or

loyalty points. In case of a payment card, money cannot be refunded to any other payment card other than the originally used payment card.

Experience vouchers and gift cards purchased through Twere ICMC DM cannot be returned or refunded.

#### Voucher Validity

All experience vouchers and gift cards purchased through Twere ICMC DM are valid for 12 months. Validity can be extended under the following conditions:

- **Before Expiry:** If your gift voucher or gift card has not yet expired, you may extend its validity for AED 50 per month, per voucher. You can extend the validity multiple times. Simply contact Twere ICMC DM through our application form or WhatsApp, provide your voucher or gift card details, request “Extend Validity,” and follow the instructions.

- **After Expiry:** If your voucher has already expired but has not been redeemed, you can reactivate it for 24 hours after paying a one-time administrative fee of AED 150. Expired vouchers cannot be used unless reactivated. Once reactivated, you will have 24 hours to complete your booking. Please note that each voucher can only be reactivated once.

To request a reactivation, please contact us on WhatsApp, and our team will be happy to assist you.

In all other scenarios, the expired gift vouchers and gift cards become invalid. Invalid vouchers cannot be redeemed.

#### Packaging and Delivery

Packaging and delivery details are provided in our customer application form and service documentation.

#### Loyalty Points / Twere ICMC DM Club

As a customer or a recipient, you can become a member of the Twere ICMC DM Club and collect loyalty points. To collect and use points you need to create and maintain your account through our customer application forms.

Loyalty points are earned by making qualifying purchases through Twere ICMC DM. Points are awarded based on the total amount spent on qualifying purchases, excluding taxes and discounts. Another way to collect points is by redeeming or exchanging your experience voucher.

You get 1 point for every 1 AED spent with Twere ICMC DM. You get 100 points for every experience voucher redeemed.

Points can be redeemed for discounts on future purchases. Points cannot be redeemed for cash and no cash equivalent will be provided. Points must be

redeemed in accordance with the redemption options and values set forth by Twere ICMC DM.

You can use your points to purchase experience vouchers where 10 points is 1 AED.

Points will expire 12 months after the date they are earned if not redeemed. Twere ICMC DM reserves the right to cancel or forfeit points in cases of fraudulent activity, misuse of the loyalty points, or violation of these T&Cs. Twere ICMC DM reserves the right to cancel or modify the rules of the Loyalty Points / Twere ICMC DM Club at any time and without prior notice.

You can see your points balance through our customer service forms or by contacting us directly.

#### Invoice and Receipt

The payment receipt will be sent to the customer by email after the purchase. Please note that the tax invoice will be provided at the time of experience voucher and gift card redemption or experience voucher and gift card expiration, not at the time of purchase. This is in compliance with the applicable UAE tax laws.

#### Redeeming Experience Voucher / Booking Your Experience

Twere ICMC DM will take care of your booking. You (the recipient) are required to follow the redemption instructions and wait for the booking confirmation before proceeding to the venue of the service supplier.

You are required to submit redeem request by filling out our redemption form submitted through text or email. Twere ICMC DM will check the details of your experience gift voucher, make the booking with the service provider on your behalf and send you the booking confirmation. You can also submit your redemption request on WhatsApp (+971 054 517 3313 GIFT).

We ask that you submit your request at least 14 days in advance to ensure a smooth booking experience. Please note that availability is subject to the service provider's schedule. If your preferred date is unavailable, you will be asked to choose an alternative. In any case, we aim to deliver the best customer service in the fastest way possible.

In order to enjoy your chosen activity and to arrange a convenient time, the redemption request has to be sent 14 calendar days prior to your preferred experience date. Many dates, such as weekends and holiday periods, are very popular and may not be available unless a substantial period of notice is given to the service supplier.

Our experience gift vouchers are single-use and can only be redeemed once. Our experience gift vouchers are secured by Voucher number and PIN number.

All bookings are made subject to the service supplier's terms and conditions. Upon making a booking, you will be bound by that service supplier's terms and conditions. You may access the relevant service supplier's terms and conditions by viewing that service supplier's website or requesting a copy of their terms and conditions to be supplied to you. Some experiences only have fixed dates available to choose from and cannot be tailor-made to suit each and every customer's preferred dates and times.

Please note that once you have a confirmed booking with an activity supplier, it may not be possible for you to change your mind and cancel or rearrange the booking. Once booked, the service supplier's terms and conditions apply to you.

Twere ICMC DM works with chosen service providers and partners and there may be a difference in experience price if compared to others that can be found through search and that are offering a different rate for the same experience.

### Weather

Some experiences promoted through Twere ICMC DM are dependent on the weather and we may need to reschedule your experience booking date due to the bad weather forecast. You will be informed about it in advance when the service supplier informs us about the same. Your booking will be rescheduled based on your next availability and service supplier's availability.

In the event of cancellation, Twere ICMC DM will not be held liable for the cost of lost insurance premiums, travel expenses, pre-booked accommodation costs or any other costs incurred.

### Problems and Complaints

Something not right or have an issue? Contact our friendly customer service team at 054 517 3313 GIFT or send your email to [Apply@icrights.com](mailto:Apply@icrights.com)

In case of a problem with an experience, please speak to the service supplier on the day, so they have the opportunity to resolve any problems there and then. Failure to highlight issues on the day of the experience may jeopardize investigations and result in an unsatisfactory outcome.

If your complaint is not resolved on the day, you must write to us within one week (7 days), providing us with your voucher number, the name, and surname of the service supplier's representative to whom you highlighted the complaint on the day and full details of your complaint.

### Main Terms and Conditions

These Terms and Conditions (hereinafter "T&Cs") set out the terms for the use of Twere ICMC DM services and products. Email: [Apply@icrights.com](mailto:Apply@icrights.com)

T&Cs regulate the contractual relations and define the rights and obligations between Twere ICMC DM and the customer of the service, or a third party in whose favor the service is ordered or who uses the service (recipient). All such contractual relationships are governed by generally binding legal regulations and the T&Cs.

## 1. Basic Provisions

### 1.1. Definitions

Purchase contract (hereinafter as the “contract”) - is where Twere ICMC DM acts on the one hand and the customer on the other; A customer enters into a contract with Twere ICMC DM.

Service Provider (Twere ICMC DM) (hereinafter as the “service provider”) - is a company who acts within the scope of its business or other entrepreneurial activity when concluding and fulfilling the contract; it is a company who provides services directly or through another entrepreneur/company. Twere ICMC DM trades under the legal name TWERE ICMC DIGITAL MARKETING, unified license number DM9137, and registered office at 04 Amalfi Villas, Dubai. UAE.

Service Supplier (hereinafter as the “service supplier”) - is another entrepreneur/company other than the service provider, who the service provider uses to provide the service.

Customer of the service (hereinafter as the “customer”) - (i) the customer may be a recipient of the service, ie a person concluding and fulfilling the contract (ie consuming the service); (ii) the customer may not be the recipient of the service, ie a person concluding the contract on someone else’s behalf, ie on behalf of the recipient.

Recipient of the service (hereinafter as the “recipient”) - it is either the customer or a third person on which the rights and obligations were transferred from the customer and the person has a right to consume the service.

Conclusion of the contract - the customer’s order is a proposal for the conclusion of the contract and the contract itself is concluded at the time of delivery of the binding consent of the service provider to the customer with this proposal (confirmation of the order by the service provider); from this moment on, mutual rights and obligations arise between the service provider and the customer; if the contract is concluded for the benefit of a third party, the third party becomes entitled to it only when the contract is approved; until the third party agrees, the contract takes effect only between the parties who concluded it - until then, the party that reserved the performance in favor of the third party has the right to performance (the same applies if the third party has refused consent). The consent of the recipient of the service to these T&C means the consent sent when requesting the reservation of a specific date for the provision of the service. If the recipient applies for an experience

certificate/voucher, the recipient of the service is deemed to have agreed to these T&C. The service provider is not responsible for any errors in data transmission.

The Service - is all services provided by the service provider to the customer or the recipient of the service under the conditions set out in the T&C.

The experience certificate/voucher - is a voucher proving the right of the customer or the recipient of the service to use the service specified in more detail in the experience certificate/voucher and through Twere ICMC DM service forms under the conditions set out in the T&C. The experience certificate/voucher (or its legible photograph with a legible voucher number and voucher PIN) is then submitted to the service provider through our redemption forms for inspection. Further information is given by the service provider upon inspection.

Universal certificate/voucher - is a gift card - experience certificate/voucher for the provision of service with a point/credit value entitling to use the service according to the choice of the recipient of the service under the conditions set out in the T&C.

Gift package - is the experience certificate/voucher packed in a gift box as per the customer's selection while making the order and as per concluded in the contract.

## 1.2. Information on the concluded contract

By sending the order (ie the proposal for the conclusion of the contract), the customer confirms that he/she has read the T&C and that he/she unconditionally and fully agrees with them.

The T&C is an integral part of the concluded contract. The contract is concluded in the English language. The T&C are provided through our customer application forms and service documentation.

## 2. The object of the contract

### 2.1. Subject of the contractual relationship

The subject of the contractual relationship is the obligation of the service provider to ensure the delivery of the services described in the contract (ie the order and its confirmation) and the obligation of the customer to pay the agreed price for the provision of these services and use the services under specified conditions. The contractual relationship arises between the customer and the service provider by delivery of the order confirmation by the service provider to the customer (ie at the time of concluding the contract).

### 2.2. Order

The service can be ordered through the service provider's customer application forms, by WhatsApp, or by e-mail. The order represents the customer's proposal for the conclusion of a contract, the subject of which will be the provision of the service specified in the order, under the conditions specified therein and in the T&C.

An experience certificate/voucher, a universal certificate/voucher can be ordered. Additional (optional) services can be ordered for selected experience certificates/vouchers (eg additional packaging, extra services). When ordering additional services, the customer may be charged an additional fee. The list of additional services, their description, and the price are listed in our service forms.

When choosing an experience from universal vouchers, experience packages, or the use of point/credit value on the customer's account (payment by points/credit), the customer or a third party in whose favor the contract is concluded is entitled to a special discount related to the specific experience. When paying by points/credit, the stated point/credit value is valid.

By placing a WhatsApp or e-mail order, the customer confirms that has read the T&C and that agrees to enter into the contract under the conditions specified therein. In this case, the contract between the service provider and the customer is concluded by paying for the service.

### 2.3. Withdrawing points/credit

The validity period of points/credits on a points/credit account applies to all points/credits from the relevant experience voucher, even if the recipient of the service does not use all points/credits transferred to his points/credit account. Within the period of validity of the points/credit, the recipient of the service must reserve the date of use of the specific service in accordance with this article of the T&C, otherwise, the points/credit will cease to be valid. The validity of the points/credits is 12 months from the date of issuance.

The validity of points/credits cannot be further extended, even if the points/credit will be withdrawn by the recipient of the service for several different services.

Points/credit cannot be applied to universal certificates/vouchers, and charitable contributions. If points/credit cannot be used for a particular experience, this information is provided in the description of that experience in our service forms.

In the case of withdrawing points/credits from a points/credit account to an experience certificate/voucher, the validity of this new experience certificate/voucher is governed by the date, validity of the original universal certificate/voucher from which the points/credit were uploaded to the points/credit account.

The recipient of the service can choose one or more specific experiences for points/credit and ask the service provider to book them. If the recipient of the service has not used up all the points/credit, the balance will continue to be recorded in his account for the period of validity of the points/credit. In the event that the recipient of the service exceeds his/her points/credit balance by selecting the experience, he/she will be automatically notified of the obligation to repurchase points/credit, after which the service can be implemented after approval and payment of the purchased points/credit. The invoice for the purchase of points/credit for the reserved service



will be sent by the service provider to the address of the recipient of the service, while the maturity of the invoice will be 7 calendar days. Payment of the invoice is possible by online payments or transfer from the account.

Discounts, third-party gift vouchers, or third-party benefit programs cannot be used to purchase points/credits.

After paying the invoice for the purchase of points/credit, it will be possible to realize the experience.

The point/credit value is 10 points for each 1 AED you can spend on each experience voucher.

If a specific experience is withdrawn from the points/credit, universal certificate/voucher, it is no longer possible to exchange this specific experience for another. If the service provider caters to the recipient of the service and exchanges the already chosen specific experience for another, then the following applies:

a) if the recipient chooses the exchange for the more expensive experience than the original, then he is obliged to pay the price of more expensive experience, that the same conditions apply to the additional payment as to the purchase of points/credit, see above in this article;

b) if the recipient of the service chooses to exchange the cheaper experience than the original, he agrees that the service provider is not obliged to return any points/credit or any funds in this case. It is entirely up to the recipient of the service whether he is interested in exchanging the already chosen experience for another cheaper one, even at the price of the originally chosen more expensive experience. The recipient of the service is not legally entitled to this exchange.

The points/credit are valid as per paragraph 1 of this article.

#### 2.4. Loyalty points

Loyalty points (the points) are offered to all customers and recipients with a registered account through Twere ICMC DM service forms. The points are earned by making qualifying purchases through the service provider. The points are awarded based on the total amount spent on qualifying purchases, excluding taxes and discounts. The service provider reserves the right to modify the rate at which points are earned at any time.

One point is earned for every AED spent with Twere ICMC DM. The service provider reserves the right to update this rate at any time without prior notice.

The points can be redeemed for discounts on future purchases. The points cannot be redeemed for cash and no cash equivalent will be provided. The points must be redeemed in accordance with the redemption options and values set forth by the service provider.

Points can be used for purchasing experience vouchers. 10 points represent 1 AED. The service provider reserves the right to update this rate at any time without prior notice.

If the points are not redeemed, they will expire 12 months after the date they are earned. The service provider reserves the right to cancel or forfeit the points in cases of fraudulent activity, misuse of the points, or violation of the Terms and Conditions.

It is the responsibility of the customer or the recipient to ensure that their account information is accurate and up-to-date. The service provider is not responsible for any errors or omissions in the account information provided by the member. The points are personal to the customer or the recipient and cannot be transferred, sold, or assigned to any other person. Participation in the points constitutes acceptance of these Terms and Conditions.

Twere ICMC DM reserves the right to cancel or forfeit points in cases of fraudulent activity, misuse of the loyalty points, or violation of these T&Cs. Twere ICMC DM reserves the right to cancel or modify the rules of the Loyalty Points / Twere ICMC DM Club at any time and without prior notice.

#### 2.5. Gift package, its handover, and acceptance

The service provider will deliver a gift package (experience certificate/voucher, universal certificate/voucher, or experience package - according to the order) to the customer or a third party for whose benefit the contract is agreed. The place of delivery of the gift package is the place marked by the customer in the order form or when ordering by WhatsApp. Delivery of the gift package is considered successful when delivered to the customer or recipient or to the door at the place of delivery at the time of delivery.

The gift package includes an experience certificate/voucher (containing a unique number/code and unique PIN/code assigned by the service provider used to redeem the service). The gift certificate/voucher contains other conditions under which the experience will be realized with regard to its nature, the validity of the voucher, and security code (ie the number assigned by the service provider).

#### 2.6. Use of ordered services, validity, and reservations

The experience certificate/voucher can be used to redeem the service. If the recipient is interested in redeeming it for another service on the basis of the experience certificate/voucher, the nominal value of the experience certificate/voucher will be transferred to points/credit, where one point has a value of AED 1. In this case, the exchange of a specific experience is possible only once.

If a specific experience is withdrawn from points/credit, a universal certificate/voucher, it is no longer possible to exchange this specific experience (service) for another.

The value of the universal certificate/voucher is stated directly in points/credit. The points/credit of the recipient can be used only during their validity for the services provided by the service provider. No financial compensation can be claimed for points/credit.

In case of suspicion of unfair conduct in relation to the points/credit (either by the recipient or a third party), the service provider reserves the right to monitor activities in relation to these points/credit in order to investigate this suspicion.

For the avoidance of doubt, the service provider expressly declares that the terms of the contract concluded between the service provider and the recipient do not include an obligation on the service provider to exchange the experience certificate/voucher, universal certificate/voucher for consideration.

The validity for using the service stated in the experience certificate/voucher as well as the validity of points/credit from the universal certificate/voucher is determined depending on the date when the experience certificate/voucher, universal certificate/voucher were purchased.

Upon expiration of the experience certificate/voucher, universal certificate/voucher, or points/credit, the recipient of the service loses the right to be provided with the service and the obligation of the service provider expires at the end of the validity period. As a result, the service provider is entitled to a contractual penalty in the amount of the price paid as a sanction for breach of the customer's obligation to use the service under specified conditions.

The experience certificate/voucher and the universal certificate/voucher contain unique sensitive data necessary for the use of the relevant service, namely a unique number/voucher code, and security/PIN code. The customer or the recipient is obliged to protect this unique sensitive data so that it cannot be misused by a third party. The service provider does not have the possibility to verify in any way whether the service (experience/credit) is used by an authorized person who purchased the experience certificate/voucher or universal certificate/voucher or otherwise obtained it properly. If the recipient of the service publishes this unique sensitive data or otherwise makes them available to a third party who uses them unauthorizedly for the use of the service, it bears the consequences caused by this, ie in particular the loss of the opportunity to use the service itself. The service provider has no possibility to prevent this and does not bear any responsibility for any damages caused thereby.

The experience certificate/voucher and the universal certificate/voucher can only be used once and according to the terms specifically introduced for the service and according to the T&C.

The right to use the service may be transferred to a third party, and the person transferring this right is obliged to inform the new person about the rights and obligations arising from the concluded contract.

The reservation of the date and place of use of a specific service must be agreed with the service provider so that the service is used by the end of the period of validity of points/credit or experience certificate, universal certificate/voucher, resp. the period of validity set out in the experience certificate/voucher and the universal certificate/voucher so that the request for a reservation is made within a specified period of at least 2 weeks before the required date of use of the experience. The deadline for submitting a reservation request is minimal and must always be assessed with regard to the nature of the specific experience, its possible seasonality, and current occupancy.

The recipient of the service will request a reservation of dates and places via our reservation forms submitted through text or email. The service provider undertakes to offer the date and place of use of the service to the recipient of the service within 10 working days from the date of receipt of the recipient's request. After confirmation of the offered date by the service supplier, the service provider will send a binding reservation to the service recipient by e-mail and/or by WhatsApp, which makes the reservation binding.

If the service reservation is concluded by phone/e-mail directly with the supplier of the service (so-called "direct reservation"), the service recipient is obliged to report immediately the agreed date also to the service provider. The service provider then sends the binding reservation to the recipient of the service by e-mail and/or WhatsApp, making the reservation binding.

Experiences organized on an exclusive date take place on a predetermined date. The recipient will be informed of this fact when purchasing the service and this information will be included in the experience certificate/voucher.

### 3. Cancellation

#### 3.1. Recipient of the service:

The recipient of the service is entitled to cancel the reservation of the service generally no later than 3 working days before the agreed date of provision of the service (on WhatsApp, or e-mail [Applyt@icrights.com](mailto:Applyt@icrights.com)) and to agree on a new date within the period of validity of the certificate/voucher. If the experience specification (in experience certificate/voucher or in our service forms), states a different deadline for canceling the service reservation, this period applies, not the period of 3 working days according to the previous sentence.

If the recipient of the service violates its contractual obligation under the previous paragraph and the reservation is canceled later than the specified period or if the recipient does not show up to use the service, the recipient is entitled to request a new reservation within the validity of the certificate/voucher, but the service provider reserves the right not to provide the recipient with a new reservation. The recipient is obliged to pay any and all penalties in connection to the new reservation.

The recipient of the service is entitled to request the service provider to provide the service for a period later than the validity of the experience certificate/voucher during the validity of the experience certificate/voucher. If the service provider complies with this request, the already reserved date cannot be changed by the recipient of the service after the expiration of the experience certificate/voucher. For the avoidance of doubt, the service provider expressly declares that the contractual conditions of the contract concluded between the service provider and the service recipient do not include the service provider's obligation to accept the service recipient's request under this paragraph and is entitled to reject such request.

Experiences organized on an exclusive date take place on a predetermined date. The reservation cannot be canceled by the recipient of the service. The customer will be informed of this fact when purchasing the service and this information will be included in the experience certificate/voucher or in our service forms.

### 3.2. By the service provider:

The service provider is entitled to cancel the reservation of the service no later than 3 working days before the agreed date of provision of the service. In such a case, the recipient has the right to arrange a new date. If in this situation it is not possible to book the experience within the validity of the certificate/voucher, the service provider will extend the validity of the certificate/voucher so that the nearest possible date can be reserved.

Cancellation made by the service provider later than in the above period entitles the recipient of the service to compensation for damages incurred in direct connection with the cancellation of the reservation (eg purposefully incurred transport costs to the place of service), up to the price of the ordered service. In this case, the recipient of the service is entitled to arrange a new date within the validity of the certificate/voucher, or if a date is not possible within the period of validity of the certificate/voucher, then the nearest possible date.

However, if the reservation is canceled due to force majeure (especially the weather, if it affects the provision of the service, etc.), the recipient of the service is entitled to arrange a new date within the validity of the certificate/voucher, or if the date within the validity of the certificate/voucher is not possible, then the nearest possible date, however, the recipient is not entitled to compensation for damages incurred in connection with the cancellation of the reservation.

Experiences organized on an exclusive date take place on a predetermined date. The exclusive term can be canceled by the service provider (due to force majeure - weather, etc.) and moved to another date.

Some cancellation policies apply. Their wording is always stated on the experience certificate/voucher or in our service forms.

## 4. Rights and obligations of the contracting parties

#### 4.1. General rights and obligations

The recipient of the service is obliged to assess for himself whether he is medically and physically fit to safely complete the selected service. Information on any restrictions that may apply to some of the activities offered (eg age, medical and physical fitness, or a medical examination requirement) is provided in the service provider's offer for each such service, and is included in our service forms. The recipient of the service uses the selected service entirely at his own risk.

The recipient of the service is obliged to obtain all necessary documents necessary for the use of the service (eg travel documents, insurance, medical examination certificates, etc.). The list of required documents is always given in our service forms.

The service provider is not liable for any damages caused by the invalidity or incompleteness of the necessary documents provided by the recipient of the service.

The recipient of the service is obliged to come to the place of provision of the service at his own expense.

The recipient of the service is obliged to come to the place of service with a certificate/voucher (or its legible photo with a legible voucher number) designated for this experience. The certificate/voucher and the process are explained while redeeming the service via email or WhatsApp. The recipient is obliged to follow the instructions given after redeeming the certificate/voucher.

If the recipient of the service does not present a certificate/voucher before providing the service (or its legible photo with a legible voucher number and voucher PIN), the reservation will be considered late canceled/not canceled by the recipient of the service with the consequences specified above; ie. the same consequences as if the recipient of the service does not appear.

The recipient is obliged to ensure the accompaniment and supervision of an adult if the recipient of the service is a person under 15 years of age, or to obtain the consent of a legal representative with the participation of a person under 18 years of age, if unaccompanied.

The service provider undertakes, through the service supplier, to provide a responsible person at the place of provision of the service, who will train the recipient of the service and acquaint him with all obligations and conditions that must be followed during the performance of the service.

The recipient of the service is liable for damages caused to the service supplier or its service suppliers as part of the use of the service due to violation of the instructions of the responsible person, which he was acquainted with before providing the service or through a certificate/voucher and/or our service forms.

#### 5. Price and payment terms

##### 5.1. Price of provided services

The price of the offered services is always stated in our service forms.

The price can be paid by the customer of the service only in the ways that are offered for individual services in our service forms.

Payment must be made in AED. In the case of payment by bank transfer, the customer pays all bank fees so that the agreed price for the service is credited to the account of the service provider in full.

The experience certificate/voucher won't be delivered to the customer unless it is paid in full.

The prices presented in our service forms are inclusive of VAT as per the UAE tax laws. Please note that tax invoices will be provided at the time of voucher and gift card redemption, not at the time of purchase. This is in compliance with the applicable UAE tax laws.

## 5.2. Price for transport

The price of the delivery of the gift package is determined depending on the method of selected transport offered in our service forms and will be added to the price unless stated otherwise in our service forms.

## 5.3. Price for gift wrapping

The price of additional services (ie wrapping), according to the current price list, will also be added to the price unless stated otherwise in our service forms.

## 5.4. Discounts

Discounts on services cannot be combined and/or added to other discounts or special offers offered by the service provider.

Discounts cannot be applied when purchasing points/credit, when purchasing for points/credit, or withdrawing a universal certificate/voucher.

## 6. Withdrawal from the contractual relationship

6.1. The service provider is entitled to withdraw from the contract immediately in the following cases:

a) In the event of cancellation of the provision of the required service by the service supplier. The service provider is obliged to inform the recipient about the cancellation of the service at the latest when requesting the service reservation. In this case, the recipient is entitled to a refund of the price paid. The contracting parties are also entitled to agree on the provision of a replacement service in the value of the originally agreed service. In this case, the service provider will transfer the paid price of the service to points/credit (one point has a value of AED 1), which the recipient of the service can then use to pay the price for a replacement service of their choice.

b) Due to a gross breach of the obligations of the recipient of service arising from the concluded contract. In such a case, the service provider is entitled to reimbursement of costs incurred in connection with the performance of the concluded contract set at a flat rate of 30% of the price of the service.

6.2. The customer has the right to withdraw from the contract immediately in the following case:

a) In the event of a gross breach of the service provider's obligations arising from the concluded contract.

## 7. Complaint

The service provider is obliged to ensure the provision of service specified in the experience certificate/voucher to the recipient of the service in accordance with the concluded contract, these T&C, and generally binding legal regulations.

If the service provider does not fulfill its obligations under the contract properly and in time, the recipient of the service is obliged to complain about the defects of the provided service to the service provider without undue delay, but no later than 14 calendar days from the end of the service. If the provision of the service did not take place at all, the recipient of the service is obliged to complain about the defects of the provided service to the service provider without undue delay, but no later than 14 days from the first day the service was to be provided (when it was to be provided).

The customer is obliged to file a complaint and is obliged to state the number and PIN code of the experience certificate/voucher and to describe the defects of the provided service.

The service provider shall handle the complaint without undue delay, but no later than within 30 calendar days from the date of its proper application. In the event of a complaint being rejected, the service provider will issue a written justification to the recipient (with written form also meaning the email form for the purposes of the complaint procedure).

If the service provider does not fulfill its obligation to deliver an experience certificate/voucher, universal certificate/voucher to the customer, the customer is obliged to complain about this fact to the service provider without undue delay.

In the event that the recipient of the service duly submits a justified complaint, the service provider has the right to eliminate the defects of the provided service and, if this is not possible, the recipient has the right to a reasonable discount on the price, compensation, or he may withdraw from the contract. If the conditions for withdrawal from the contract are given due to a reason on the part of the service provider, the recipient of the service has the right to a refund of the paid price of the service.

If it is already clear to the recipient of the service that the services are not provided properly, the service provider recommends the service recipient to obtain evidence of



defective provision of the service to facilitate any claims or claims for damages (take photos, video, confirmation by witnesses, etc.) and submit them to the service provider when making a complaint or asserting other claims.

#### 8. Sending business messages and storing cookies

The recipient of the service agrees to the sending of information related to the goods, services, or business of the service provider to the electronic address of the recipient of the service and further agrees to the sending of commercial communications by the service provider to the electronic address of the recipient of the service.

The recipient of the service agrees to the storage of so-called cookies on his computer. If it is possible to make a purchase on the website and fulfill the service provider's obligations under the purchase agreement without storing so-called cookies on the recipient's computer, the recipient of the service may revoke the consent pursuant to the previous sentence at any time.

#### 9. Final provisions

The photos shown for the experiences on the website are illustrative.

The personal data are processed in accordance with common business practices and valid legislation.

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### **Gift Certificate Terms & Conditions**

1. Twere ICMC DM Gift Certificate is valid for 365 days from the date of issue.
2. Twere ICMC DM Gift Certificates are redeemable across Online/Offline “Participating Brands” through Twere ICMC DM Unified Gift Certificate Services to check the updated list of participating brands and store locations.
3. Twere ICMC DM Gift Certificate is redeemable for full price as well as discounted items in the participating brand online/offline stores.
4. Twere ICMC DM Gift Certificate cannot be exchanged for cash either in full or part.
5. Twere ICMC DM Gift Certificate is part redeemable. Hence same Certificate can be used in multiple shopping trips across all participating brand stores through Twere ICMC DM Unified Gift Certificate Services across UAE.

6. Should the purchase value exceed the value of the Gift Certificate, the differential value should be paid by the customer who redeems the Gift Certificate.
7. No replacement / compensation are permissible / payable for lost Gift Certificate.
8. Mutilated or defaced Gift Certificate will not be honored.
9. Gift Certificate issued cannot be returned or refund.
10. Items purchased by the Gift Certificate are refundable as per the refund and exchange policy of the store.
11. Twere ICMC DM Gift Certificate is governed by the Twere ICMC DM Gift Program Terms & Conditions in force from time to time.
12. For balance enquiry, expiry, store location & detail Terms & Conditions contact Twere ICMC DM Unified Gift Certificate Services.

Looking for the perfect gift?

With a Twere ICMC DM Gift Certificate, you'll never miss the mark! Perfect for any occasion—birthdays, anniversaries, or just because.

#### Complete Terms & Conditions

1. The Twere ICMC DM Gift Program (the “Programme”) is operated by Twere ICMC DM its subsidiaries and group companies (hereinafter referred to as ‘Twere ICMC DM’). The issuance of Gift Certificate (the “Gift Certificate”) on account of the Programme provides you with the liberty to redeem the total amount that is loaded on the Gift Certificate (hereinafter referred to as “Balance”) on purchases.
2. These Terms and Conditions govern the offering, usage and redemption of the Gift Certificates issued under the Programme from its launch. Twere ICMC DM reserves the right to interpret, modify or terminate these Terms and Conditions without notice.
3. The Gift Certificates can be purchased through Twere ICMC DM Unified Gift Certificate Services comprising of the stores or online.
4. Twere ICMC DM may also partner with one or more providers of goods or services and allow them to issue Twere ICMC DM Gift Certificates from time to time, which may include but not limited to financial and banking institutions, hotels, leisure and lifestyle services for providing goods and/or services to the members of the Programme (hereinafter referred to as “Gift Certificate Partners”).
5. The Gift Certificate is valid for a period of 365 days from the date of issue after which any remaining balance on the Gift Certificate will be removed and the Gift

Certificate will become invalid and no longer be available for use. If you have not redeemed the remaining balance from the Gift Certificate until the last day of the validity period of 365 days, you agree that you will have waived any such right of redemption of the available balance.

6. A Gift Certificate once sold cannot be returned and no refund will be made available after the purchase of the Gift Certificate is complete.

7. No replacement / compensation will be made available for a lost Gift Certificate. Mutilated or defaced Gift Certificates will not be honored.

8. Twere ICMC DM will not be held liable for Gift Certificates once activated, which are subsequently lost, stolen or damaged.

9. The Gift Certificate is redeemable towards the purchase of eligible goods and services provided through Twere ICMC DM Unified Gift Certificate Services (hereinafter referred to as the "Participating Outlets"). Redemption of Gift Certificates at any affiliated Participating Outlet is subject to change at Twere ICMC DM's sole discretion. Eligible goods and services are subject to change at Twere ICMC DM's sole discretion.

10. If you redeem a Gift Certificate at any Participating Outlet, it may only be used towards purchase of eligible goods and services provided by that Participating Outlet, however any remaining Gift Certificate balance may be used for a subsequent purchase on any other Participating Outlet.

11. If your Gift Certificate purchase at a Participating Outlet exceeds the credit balance on your Gift Certificate, you will have to use another payment method to pay for the remainder of your purchase.

12. The Gift Certificate cannot be used to purchase other Gift Certificates or certain other third-party gift certificates. Gift Certificates cannot be redeemed for cash; exchanged for a cash refund in full or in part (except to the extent required by law); reloaded for credit; resold; used for payment outside of Participating Outlets; used for unauthorized marketing; advertising; promotional or commercial purposes; transferred for value.

13. If the eligible goods and services that have been bought using the Gift Certificate are to be returned, the refund will be provided as per the Refund and Exchange policy of the Participating Outlet.

14. While Twere ICMC DM will endeavor to ensure that the services, benefits, facilities and arrangements as expressed or advertised by the Participating Outlets will be available to the members, Twere ICMC DM will not be liable for any loss or damage, whether direct or indirect, arising from the provision or non-provision, whether whole or

part, of any such services, benefits, facilities or arrangements by Gift Certificate Partners.

15. Twere ICMC DM will not be liable for any unlawful use or misuse of your Gift Certificate. Twere ICMC DM reserves the right, without notice to you, to void the Gift Certificate, suspend or terminate your ability to use or purchase eligible goods or services if we suspect that the Gift Certificate has been obtained fraudulently, unlawfully or in violation of these Terms and Conditions.

16. Twere ICMC DM reserves the right to require additional verification of your identity or Gift Certificate ownership before you are able to apply the Gift Certificate balance to a purchase in any Participating Outlets.

17. By using your Twere ICMC DM Gift Certificate in any Participating Outlets you automatically provide acceptance of these Terms and Conditions, which are subject to amendment from time to time. These Gift Certificate Terms and Conditions are applicable in addition to any Privacy Policy applicable to Twere ICMC DM services. All Terms and Conditions are applicable to the extent permitted by law. If any of these Terms and Conditions are deemed invalid, void or for any reason unenforceable, that unenforceable term will be deemed severable and will not affect the validity and enforceability of any remaining terms and conditions.

18. To the fullest extent permissible by Law, we make no warranties express or implied, with respect to Gift Certificates or your balance on the Gift Certificate, including without limitation, any express or implied warranty of merchantability or fitness for a particular purpose. To the fullest extent if a Gift Certificate is non-functional, your sole remedy, and our sole liability, will be replacement of the Gift Certificate.

19. These terms and conditions shall be governed by the laws of UAE jurisdiction. Any dispute may be referred to the competent Dubai Courts in UAE.