

## **TERMS AND CONDITIONS**

# Najm Cashback Credit Card Cashback Reward Program

These terms and conditions form the basis of the Majid Al Futtaim Finance Najm Rewards Program (“Najm Terms and Conditions”) and are effective from the Effective Date. The latest version of the Terms and conditions will always be available on [www.najm.ae](http://www.najm.ae) in English and Arabic. Majid Al Futtaim Finance reserves the right to amend or make changes to these terms and conditions at any time. If changes are made to Najm Terms and Conditions, Majid Al Futtaim Finance will notify Cardmembers of any material changes by sending an email to the email address provided by the Cardmember on the Application Form. Majid Al Futtaim Finance always recommends the Cardmembers to regularly review the Najm Terms and Conditions on our website. Further the Najm Terms and Conditions are in addition (and not in substitution) to the Najm Credit Card Terms and Conditions (“Terms and Conditions”).

**1. Definitions**

Words and expressions defined in the Najm Credit Card Terms and Conditions shall, unless defined otherwise in these Najm Terms and Conditions, or the context otherwise requires, have the same meaning in these Najm Terms and Conditions.

**AED or Dirham** means the lawful currency of the UAE.

**Bonus Points** means preferential or extra Points earned by the Cardmember on a single Dirham transaction with the Eligible Merchants or Merchant Partners or Reward Program Partners.

**Eligible Currency(s)** means US\$, GBP, Yen, Euros, or such other currencies acceptable to Majid Al Futtaim Finance.

**Eligible Merchants** includes the following establishments:

- (i) Carrefour
- (ii) MAF Fashion
- (iii) or such other retail merchants or service providers as from time to time notified to the Cardmembers by Majid Al Futtaim Finance.

**Effective Date** means the date on or about the Application Form when the Najm Terms and Conditions take effect.

**Eligible Card** members means the Cardmembers who are qualified to enroll for the Rewards Program.

**Majid Al Futtaim Finance** means Majid Al Futtaim Finance L.L.C, its successors in title and permitted assigns.

**Merchant Partner** means the companies’ offering Rewards to Cardmembers pursuant to any merchant agreement between such companies and Majid Al Futtaim Finance.

**Points or Najm Points** means points or units earned or redeemed (as the case may be) in relation to the Rewards Programs and in accordance with these Najm Terms and Conditions.

**Rewards Program Account** means the Najm Rewards Program account opened and maintained for an Eligible Cardmember and shall form the statement of account in relation to the Points earned or redeemed by the Cardmember (through the use of the Card) under the Rewards Program.

**Rewards** means services, merchandise, vouchers, coupons, discounts or any other form of products offered by a Merchant Partner which

allows Cardmember to redeem such Cardmember Points in relation to the Rewards offered by such Merchant Partner.

**Rewards Program or Loyalty and Reward Program or Najm Reward Program** means the Majid Al Futtaim Finance Najm Rewards Program.

**Rewards Program Booklet** means a booklet provided to the Cardmember periodical basis setting out the Rewards offered by each Merchant Partner, Reward Program Partner or Eligible Merchants as well as the Points required to redeem each Reward offered therein.

**Rewards Program Partners** means the independent third-party merchants with whom Majid Al Futtaim Finance has entered into an agreement to provide for Cardmembers to earn Bonus Points or redeem Bonus Points or both.

**UAE** means the United Arab Emirates.

**2. Interpretation**

- (i) words denoting one gender shall include all other genders;
- (ii) words denoting the singular shall include the plural and vice versa; and
- (iii) words importing person shall include a sole proprietor, individual partnership firm, company, corporation or other natural or legal person whatsoever.
- (iv) references to a person shall be construed as references to an individual, firm, company, corporation, unincorporated body of persons or any government entity; and
- (v) references to a person shall also include its successors in title and permitted assigns.

**3. Rewards Program Eligibility**

The Rewards Program is available to persons who qualify as Cardmembers under the Credit Card Terms and Conditions as solely determined by Majid Al Futtaim Finance from time to time.

**4. Participating in the Program**

An Eligible Cardmember will be automatically registered for the Rewards Program at the time of completion and submission of the Application Form. Once the Application Form of the Cardmember is accepted in relation to the Card then the Cardmember shall simultaneously be enrolled in the Rewards Program.

**5. Opting out of the Program**

The Eligible Cardmember once the application is approved shall automatically be enrolled into the Rewards Program, unless such Cardmember wishes to opt out of the Reward Program and has notified Majid Al Futtaim Finance by email as well as a letter confirming its intention to opt out of the Rewards Program.

**6. Supplementary Cardmembers**

Supplementary Cardmembers will automatically be included in the Rewards Program once the Supplementary Card is issued to the Supplementary Cardmember. Supplementary Cards cannot be enrolled separately from the Primary Card.

## 7. Accrual of Points

- (a) The Cardmember enrolled in the Rewards Program will accrue points towards such Cardmembers Rewards Program Account for every Dirham purchase transaction (or its equivalent in an Eligible Currency) charged and billed to the Account through the use of the Card within or outside the UAE. The specific details of the accruals of the points shall be provided to the Cardmember from time to time which is subject to change as Majid Al Futtaim Finance's sole discretion.
- (b) Effective November 1, 2020, the rewards programme for this credit card will end. Vouchers for Carrefour will no longer be earned for any transactions made with Najm Cashback Platinum or Platinum Plus credit cards. This applies to both Carrefour and non-Carrefour purchases.

## 8. Redemption and Forfeiture of Points

- (a) The Cardmember shall receive each month a regular update of the Points accumulated in the Cardmember Statement of Account and the redeemable voucher(s) as the case may be along with the Statement of Accounts representing the redeemable points.. The Cardmember shall be entitled to redeem the voucher(s) provided to the Cardmember by purchasing goods and services offered by the Eligible Merchants, Reward Program Partners or Merchant Partners (as the case be). A list of such Eligible Merchants, Reward Program Partners or Merchant Partners and the relevant offers of goods and services to be purchased by the vouchers shall be provided to the Cardmember from time to time.
- (b) The Cardmembers can only redeem Points after they reach a minimum fixed amount and up to a maximum fixed amount each month as notified to the Cardmember.
- (c) In the event a voucher is lost or stolen, the Cardmember will be credited back the Points onto the Rewards Program Account and no new voucher will be issued for redemption until the issuance of the next monthly statement. Further the credited Points in the Rewards Program Account will reflect on the subsequent Statement of Account.
- (d) The Cardmember will not be eligible for redemption of the Points if the Card Account is overdue for collection or the Cardmember is in breach of its obligations of the Credit Card Terms and Conditions as well as these Najm Terms and Conditions.
- (e) If within any given 12-month period a Cardmember does not earn the fixed minimum amount of Points necessary to redeem the Rewards (as determined by MAF Finance in its sole discretion), then those Points which were credited in the Statement of Account issued on the first month of said 12-month period shall automatically expire. The Points so forfeited shall not be carried forward to any subsequent Statement of Account or reinstated in any way.

## 9. Rewards

- (a) All Rewards are subject to availability and certain additional terms and conditions may apply. Certain Rewards may only be available during the time periods as notified to the Cardmember from time to time.
- (b) The Cardmember shall be entitled to redeem the Rewards provided to the Cardmember by purchasing goods and services offered by the Reward Program Partners, Merchant Partners or Eligible Merchants in exchange of the Points earned by the Cardmember under the Rewards Program. A list of such Reward Program Partners, Merchant Partners or Eligible Merchants and the relevant offers of goods and services (to be purchased by the Points) shall be made available to the Cardmember from time to time.
- (c) The terms and conditions in relation to certain specific Rewards shall be made available to the Cardmember and will be applicable in addition to the Najm Terms and Conditions.
- (d) The Reward Program Partners, Merchant Partners or Eligible Merchants participating in the Rewards Program are subject to change and shall be notified to the Cardmembers from time to time.
- (e) The Rewards redeemed are not refundable, exchangeable, replaceable, and transferable for cash, credit other Rewards, or Points under any circumstances.
- (f) By redeeming Rewards, the Cardmember releases Majid Al Futtaim Finance and its parent, subsidiaries, and affiliates from any and all liability regarding the redemption or use of Rewards, or other participation in the Rewards Program.
- (g) The Rewards must be redeemed in accordance with the Najm Terms and Conditions and the specific terms and conditions for such Rewards will be made available to the Cardmember from time to time.
- (h) Majid Al Futtaim Finance reserves the right to modify or cancel any Reward at any time without prior notice to the Cardmember.
- (i) In relation to any Rewards relating to holiday or vacation services (e.g. air travel or hotel stay or other excursions), any additional travel or accommodation arrangements made in connection with such holiday Rewards shall be the sole responsibility of the Cardmember.
- (j) The Rewards, vouchers and the Points may not be combined with any other promotional offers from Majid Al Futtaim Finance or participating Merchant Partners, Eligible Merchants and Reward Program Partners.
- (k) Rewards are valid at participating Merchant Partners, Eligible Merchants and Reward Program Partners only, until the expiration date printed on the front of such Reward.
- (l) Original Rewards must be surrendered at redemption, and no photocopies of Rewards will be honored by the Merchant Partners, Eligible Merchants and Reward Program Partners.
- (m) Fulfillment of the Rewards is the sole responsibility of the

participating Reward Program Partners, Merchant Partners or Eligible Merchants and Majid Al Futtaim Finance shall not be liable for any rejection or noncompliance by Reward Program Partners, Merchant Partners or Eligible Merchants in relation to the redemption of Rewards.

- (n) The Rewards are not valid towards previous purchases, and cannot be used as payment on existing account balances with the participating Merchant Partners, Eligible Merchants, Reward Program Partners or repayment Majid Al Futtaim Finance Account.
- (o) Unless otherwise stated on the Rewards, the Rewards offered do not include any taxes (including any value added taxes), duties or service charges, which are the sole responsibility of the Cardmember.
- (p) Any disputes or claims in connection with the products and services purchased through the Rewards should be addressed directly between the Cardmember and the Merchant Partners, Eligible Merchants and Reward Program Partners.
- (q) In the event of termination of any Rewards under the Rewards Program, all Rewards given to the Cardmembers shall immediately expire and will have no future value. Majid Al Futtaim Finance shall not be liable to compensate the Cardmembers if any Reward(s) is withdrawn or cancelled by the Merchant Partners, Eligible Merchants and Reward Program Partners.

**10. Cancellation of Card and Transfer of Points**

- (a) Subject to these Najm Terms and Conditions, if a Cardmember voluntarily cancels the Card, then the unused Points in the Reward Program Account shall be forfeited immediately and the Cardmember shall have no recourse to the Rewards Program or any benefits related thereto. If the Cardmember subsequently reinstates the Card Account, the unused Points in relation to the cancelled Card will still remain forfeited from the date of voluntary cancellation.
- (b) If a Cardmember who has more than one Najm Credit Card and voluntarily cancels any such Card, then the Cardmember shall be entitled to transfer unused Points in the Rewards Program Account linked to the cancelled Card to the other Najm Credit Card held by the Cardmember.
- (c) The transfer of unused Points as outlined in 12 (b) above is subject always to such terms and conditions as Majid Al Futtaim Finance may impose at its sole discretion, including (without limitation) adjustment to the number of Points to reflect differences between the programs concerned.

**11. General**

- (a) The Points accrued in the Rewards Program Account do not constitute the property of the Cardmember and are not transferable by operation of law or otherwise to any person or entity and cannot be transferred to any other Rewards Program Account.

- (b) The Points accrued in the Rewards Program Account have no cash or monetary value and cannot be exchanged with cash.
- (c) Majid Al Futtaim Finance reserves the right to terminate the Rewards Program at any time and upon such termination any Points earned by the Cardmember shall immediately expire.
- (d) If Majid Al Futtaim Finance determines any fraud or other abuse relating to the accrual of Points by a Cardmember, then such Points fraudulently earned by the Cardmember shall be forfeited as well the Cardmembers membership may be cancelled.
- (e) Majid Al Futtaim Finance's failure to enforce any provisions of the Najm Terms and Conditions does not constitute a waiver of such provision by Majid Al Futtaim Finance.
- (f) All disputes or discrepancies regarding eligibility for the Rewards Program or the accrual or redemption of Points shall be resolved by Majid Al Futtaim Finance at its sole discretion.
- (g) Majid Al Futtaim Finance shall not be held liable for any damage or loss incurred by the Cardmember on purchase of any goods or services through the Rewards Program and Majid Al Futtaim Finance shall not represent or warrant in relation to the quality of such goods or services and such recourse shall be directly against the Merchant Partners, Eligible Merchants and Reward Program Partners.
- (h) Majid Al Futtaim Finance assumes no responsibility for any loss of whatever nature resulting from the redemption of Points in the Rewards Program.
- (i) Majid Al Futtaim Finance shall not be held liable for the automatic forfeiture of any Points in the Rewards Program Account pursuant to these Terms and Conditions.

**12. Acceptance of Terms and Conditions**

The Cardmember has signed the Application Form that denotes the Cardmembers acceptance of the aforesaid Najm Terms and Conditions and confirms that in the event of any changes being communicated to the Cardmember, Majid Al Futtaim Finance is not obliged to obtain any acknowledgment for receipt of such communication.