

## Emirates NBD LuLu 247 Credit Card Rewards Program Terms and Conditions

These terms and conditions (the “**LuLu CC Rewards Conditions**”) govern the Emirates NBD Bank P.J.S.C. (“**Bank**” and “**Emirates NBD**”) credit card reward program with LuLu Group International L.L.C (the “**LuLu CC Rewards Program**”).

These LuLu CC Rewards Conditions are subject to the Emirates NBD Credit Card Terms and Conditions (“**ENBD CC Conditions**”) and to the ENBD Schedule of Charges. Each of the ENBD CC Conditions and the ENBD Schedule of Charges are available on the Bank’s website ([www.emiratesnbd.com](http://www.emiratesnbd.com)). If there is any conflict between these LuLu CC Rewards Conditions and the ENBD CC Conditions, these LuLu CC Rewards Conditions shall prevail.

### 1. DEFINITIONS

**Account:** means in respect of each Card, the ledger account maintained by the Bank in the name of each relevant Primary Cardholder for the purpose of recording; (a) all transactions on the Card; and (b) LuLu Points accrued, redeemed or converted by each relevant Primary Cardholder.

**Cardholder:** means each Primary Cardholder and a Supplementary Cardholder of a Card.

**Card:** means each of the Emirates NBD LuLu 247 Platinum Credit Card and the Emirates NBD LuLu 247 Titanium Credit Card, in each case, issued by the Bank to a Cardholder in accordance with ENBD CC Conditions.

**Eligible Spend:** means a retail transaction charged to the Card and reflected in the corresponding Card statement in any particular month excluding transaction specified in Clause 2.4.

**LuLu:** means LuLu Group International L.L.C.

**LuLu Points:** means points earned by a Cardholder under the LuLu CC Rewards Program for each Eligible Spend.

**Primary Cardholder:** means the primary cardholder of a Card.

**Product or Service:** means LuLu products and/or services which can be redeemed by a Primary Cardholder using the LuLu Points under the LuLu CC Rewards Program.

**Supplementary Cardholder:** means a cardholder of a Card who is not the Primary Cardholder.

**UAE:** means the United Arab Emirates.

### 2. EARNING LULU POINTS

2.1 Each Eligible Spend entitles each Cardholder to earn Lulu Points in accordance with the spend category specified in the table below (as updated by the Bank pursuant to these LuLu CC Rewards Program Conditions) (“**Spend Category**”);

Category of Eligible Spend	% of LuLu Points Earned	
	Emirates NBD LuLu 247 Platinum Credit Card	Emirates NBD LuLu 247 Titanium Credit Card
LuLu in-store and webstore	7 %	3.5 %
Fuel	4 %	2 %
Utility Bills	2 %	1 %
<b>Other Eligible Spend*</b>	<b>0.7 %</b>	<b>0.35 %</b>

Domestic Eligible Spend made under category “Insurance”, “Car dealership related”, “Grocery and Supermarkets” (except at LuLu) & “Quick Service Restaurant	0.175 % <i>(25 % of 0.7)</i>	0.0875 % <i>(25 % of 0.35)</i>
Eligible spends originating in “European Union (EU) countries”.	0.175 % <i>(25 % of 0.7)</i>	0.0875 % <i>(25 % of 0.35)</i>
Domestic Eligible Spend made under category “Real estate”, “Education”, “Government Services”.	0.07 % <i>(10 % of 0.07)</i>	0.035 % <i>(10 % of 0.35)</i>

\*Lulu Points which may be earned by each Cardholder under the “Other Eligible Spend” category may vary for each Eligible Spend depending on the merchant and the merchant category code determined by Mastercard (as amended from time to time). The latest version of the Spend Category can be viewed by each Cardholder on the Bank’s website ([www.emiratesnbd.com/lulu](http://www.emiratesnbd.com/lulu)).

2.2 The Bank, at its absolute discretion, reserves the right to amend or add categories to the Spend Category from time to time without notice to a Cardholder, save that reasonable efforts will be used to promptly post details of that amendment or addition (as the case may be) to the Bank’s website.

2.3 All LuLu Points accrued under the LuLu CC Rewards Program by each Cardholder will be credited to the Account.

2.4 The following spends are expressly excluded for computation of LuLu Points under the LuLu CC Rewards Program; (i) cash advances; (ii) any CC Instalment Facility availed under the ENBD CC Instalment Facilities Conditions; (iii) fees and charges paid on the Account including, late payment charges, finance charges, any fees in connection with registering for the LuLu CC Rewards Program or any other program offered by the Bank from time to time, including without limitation, charges incurred but not yet billed to the Card, any renewal fees and/or processing fees; (iv) cash backs earned as part of other Bank campaigns; (v) any internal adjustments carried out by the Bank to derive calculations; (vi) purchase of foreign currency; (vii) transactions conducted at exchange houses; (viii) purchase of savings certificates, bonds and other debt instruments; (ix) transactions which the Bank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent; and (x) all ATM transactions. The Bank reserves the right to amend the foregoing list from time to time at its sole discretion.

2.5 If an Eligible Spend is reversed or cancelled by a Cardholder for whatever reason, any Lulu Points accrued for such transaction shall be reversed from the Account (“**Reversal**”). If an Account is not sufficiently funded with LuLu Points to complete a Reversal the Bank reserves the right to deduct relevant LuLu Points from future accruals to the extent required to complete a Reversal.

2.6 The maximum number of LuLu Points which can be accrued by each Cardholder in a single billing cycle is limited to the lower of: (a) Card limits specified by the Bank; and (b) the limits specified in the table below;

Card	Limit
Emirates NBD LuLu 247 Platinum Credit Card	1,667 Lulu Points
Emirates NBD LuLu 247 Titanium Credit Card	833 Lulu Points

2.7 The Bank reserves the right to disqualify a Cardholder from participating in the LuLu CC Rewards Program, if the Bank determines, in its sole discretion that:

- a. the Account or the Card has been blocked, suspended, terminated or closed;
- b. the Account is delinquent or unsatisfactorily conducted for any reason; and
- c. a Cardholder is in breach of these LuLu CC Rewards Program Conditions, or any other agreement between the Bank and a Cardholder.

### **3. REDEMPTION OF LULU POINTS**

- 3.1 Each Primary Cardholder may redeem the accumulated LuLu Points twenty four (24) hours after an Eligible Spend only at the point of sale terminals at all LuLu retail outlets in the UAE, the value of one (1) LuLu Point is equal to one (1) UAE Dirham. LuLu Points accrued under the LuLu CC Rewards Program are non-transferable and may not be exchanged for cash.
- 3.2 A Supplementary Cardholder will not be entitled to perform a redemption pursuant to clause 3.1.
- 3.3 Each Primary Cardholder may view LuLu Points accrued, redeemed or converted on the Account through Emirates NBD digital banking channels.
- 3.4 Redemption and use of a Product or Service is subject to availability and to such conditions as may be specified by LuLu. The Bank shall not be responsible, and makes no representation as to the quality, suitability or merchantability of a Product or Service. Any dispute concerning a Product or Service redeemed by a Primary Cardholder must be settled by a Primary Cardholder directly with LuLu. The Bank takes no responsibility for resolving any such disputes.

### **4. MISCELLANEOUS**

- 4.1 These LuLu CC Rewards Program Conditions are governed by the laws of the UAE and the laws applicable in the Emirate of Dubai. Each Cardholder submits to the exclusive jurisdiction of the courts of Dubai. Nothing shall prevent ENBD from taking proceedings in any other court of competent jurisdiction.
- 4.2 The Bank reserves the right at any time, and without any prior notice or liability to a Cardholder, to terminate, cancel and/or vary the benefits, features or terms of the LuLu CC Rewards Program (“**Variation**”). In case such Variation results in reduction in the number of, or the period of expiry of, any existing or future LuLu Points or other benefits accrued or earned by a Cardholder, the Bank shall not be liable in any manner for such reduction.
- 4.3 The Bank shall not be liable for any non-performance of its obligation under these LuLu CC Rewards Program Conditions, due directly or indirectly to the failure of any machinery or communication system, interruption, delayed transmission, mechanical or technical failures, power failures, malfunction, incorrect data transmission, breakdown, inadequacy of equipment, industrial dispute, war or act of God, or anything outside Bank’s control. The Bank shall not be responsible for any delay by merchants in transmitting evidence of an Eligible Spend.
- 4.4 The records of the Bank (in the form of electronic or other data, whether written or otherwise) pertaining to the LuLu CC Rewards Program will be final and binding on the Cardholder and such Cardholder shall not argue to the contrary.

