

# THE GALLERIA

AL MARYAH ISLAND

## Promotion Terms and Conditions

### Paw Patrol Activation (the “Promotion”)

#### 1. Promotion Rules

##### 1.1 Paw Patrol Adventure Bay Activation Entry rules:

- a) The Galleria Paw Patrol Adventure Bay activation will take place at Central Kitchens Level 3, between 1pm to 10pm on 22 July 2022 to 31 July 2022 inclusive.
- b) Parents need to present a receipt(s) of AED 100 for each child to enter the Paw Patrol Adventure Bay. Playing time is defined as one round of activities (1 to 6) or a maximum of 45 minutes.
- c) Receipts presented must be during the activation period as defined above to be eligible for entry.
- d) Parents shall scan the QR code to register and must provide complete registration details including their name, email address and mobile number.
- e) The activation is based on a first come, first served basis, and once maximum capacity is reached, it may require waiting time.
- f) Participants should be under 16 years old. Those under 12 years old must be with a parent or guardian. The parent or guardian can wait outside of the activation areas.
- g) Visitors agree to adhere to COVID-19 health and safety guidelines at all times by wearing a mask and adhering to social distancing measures.
- h) The Galleria and its agents, employees and contractors do not accept any responsibility if the Paw Patrol activation is fully booked or is otherwise not available.
- i) Retailers of The Galleria and employees of The Galleria management are not eligible for this activity.
- j) The Galleria reserves the right to alter, amend or add to these terms and conditions and withdraw this activity without notifying guests at any time and guests shall be bound by such changes.
- k) The Galleria shall not be liable for any direct or indirect loss, damage or expense, monetary loss or damage to any guest resulting from participating in this activation.

##### 1.2 Paw Patrol Stage Show and Meet & Greet Activation Entry rules:

- a) The Galleria Paw Patrol Stage Show and Meet & Greet activation will take place at Level G, South Atrium next to West Elm from 4pm to 4:30pm, 6pm to 6:30pm and 8:30pm to 9pm for three sessions daily from 22 July 2022 to 31 July 2022 inclusive.
- b) The activation is based on a first come, first served basis, and once maximum capacity is reached, it may require waiting time.
- c) The seating area queue will be opening 30 minutes prior to start each show.
- d) The meet & greet will be eligible for the first 15 families who enter to watch the show.
- e) Retailers of The Galleria and employees of The Galleria management are not eligible for this activity.
- f) The Galleria reserves the right to alter, amend or add to these terms and conditions and withdraw this activity without notifying guests at any time and guests shall be bound by such changes.
- g) The Galleria shall not be liable for any direct or indirect loss, damage or expense, monetary loss or damage to any guest resulting from participating in this activation.

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### 1.3 Date

22 July 2022 to 31 July 2022 inclusive

## 2. General

- 2.1** Each of these provisions is severable and operates separately. If any of them are unlawful, void, or unenforceable, then the remaining provisions will remain in full force and effect.
- 2.2** We reserve the right to add, to delete or modify any provision of these Promotion Terms and Conditions to comply with new laws or regulations or to update our offerings, at any time without notice. Failure to receive notification of a change does not render those changes invalid. It is your responsibility to make sure that you understand these provisions. We reserve the right to correct any errors, inaccuracies or omission in these Promotion Terms and Conditions and without prior notice at any time. If you do not agree with any provision in these Promotion Terms and Conditions, then you should not enter into or consent to any promotional activity at The Galleria Al Maryah Island. A copy of these Promotion Terms and Conditions can be provided upon request
- 2.3** These Promotion Terms and Conditions are written in English (UK) and may be translated to other languages. Any translation of these provisions is provided solely for convenience, and to the extent there is any conflict between the two, the English (UK) version shall take precedence.
- 2.4** These Promotion Terms and Conditions shall be governed by and construed in accordance with the laws of the Abu Dhabi Global Market as amended and updated from time to time. Any dispute arising in connection with these Promotion Terms and Conditions shall be finally settled in the courts of the Abu Dhabi Global Market and the courts of the Abu Dhabi Global Market shall have exclusive jurisdiction in respect of any claim or dispute.
- 2.5** These Promotion Terms and Conditions are effective as of 22 July 2022 and shall expire on 31 July 2022.

## General Terms and Conditions

### 1. Introduction

- 1.1** These are the general terms and conditions (the "**General Terms and Conditions**") which apply to any competition, prize draw, giveaway or other promotional event or activity which The Galleria Al Maryah Island (the "**Mall**") may run, operate or promote whether in the Mall, on our website, social media platforms, on air or otherwise (each referred to as a "**Promotion**").
- 1.2** These General Terms and Conditions may be amended from time to time and all guests are encouraged to check this page for changes.
- 1.3** By entering a Promotion, all guests agree to be bound by these General Terms and Conditions along with any other specific rules which relate to a Promotion (the "**Promotion Terms and Conditions**"). The Promotion Terms and Conditions may include entry instructions and any

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other specific rules or conditions relating to a particular Promotion and may be published on our website, social media platforms or any other publications connected with the Mall.

- 1.4 All references to “we”, “us”, “our” or equivalent shall refer to The Galleria Al Maryah Island, Al Maryah Retail Company Ltd, GR Sowwah Retail Ltd and Sowwah Square Investment –Sole Proprietorship L.L.C., together with all parents, affiliates and subsidiaries of the same (collectively “the Company”).

## 2. Duration

Each Promotion will commence immediately on the date upon which the Promotion is published or advertised unless a later date and time frame is specified. The closing date for a Promotion will be made clear in the Promotion Terms and Conditions or the relevant promotional materials. All timings will be based on Gulf Standard Time.

## 3. Entering a Promotion

- 3.1 Unless the Promotion Terms and Conditions specify a different geographic region or a different minimum age, each Promotion will be open to individuals aged 18 or over (at the time of entry) who are United Arab Emirates nationals, United Arab Emirates residents and other individuals based in the United Arab Emirates at the time of the Promotion.
- 3.2 Where a Promotion is open to individuals younger than 18, the age requirement for the Promotion will be specified in the Promotion Terms and Conditions. We reserve the right to request parental or guardian permission for such individuals to enter and may require a release form to be signed.
- 3.3 Certain Promotions may have additional eligibility requirements. If applicable, these will be detailed in the Promotion Terms and Conditions.
- 3.4 To enter, you must follow the entry process for the Promotion, which will usually be explained in the Promotion Terms and Conditions and/or promotional materials or announcements. We cannot guarantee entry and accept no responsibility for entries which are misspelt, corrupt or ineligible, or for entries which have not reached us for example, postal, telephone, text message, on line or social media entries not received as a result of network incompatibility. Entries received outside of the opening and closing times of the Promotion will not be accepted.
- 3.5 When entering a Promotion you must provide us with your real name. We may publish your name, nearest geographical location and other details. If you do not want your real name to be disclosed to the wider public, then you must let us know in advance. If you fail to provide us with your real name, you may be disqualified, at our discretion, and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.
- 3.6 Unless otherwise specified in the Promotion Terms and Conditions, you may only enter, participate or vote once (as applicable for each Promotion) and no bulk, automated, machine

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assisted, third party, syndicate or other group entries will be accepted. We reserve the right to disqualify any entries which, in our reasonable opinion, appear to have used any of these entry methods, for example, entries or votes from the same IP address, email address, postal address, telephone number, or similar or entries which we, in our sole discretion, consider to be suspicious or fraudulent. You may not enter a Promotion if you have been given the answer(s) or any other relevant information in relation to the Promotion, directly or indirectly.

3.7 For the purpose of this Clause 3.7, a **“Connected Person”** is an individual that is directly or indirectly employed by the Company or directly or indirectly employed by any retailer or any other occupier in the Mall, or is the individual’s spouse, child or any other relative. Connected Persons shall not be permitted to participate in any Promotion at the Mall at any time. If it is later discovered that a Connected Person has participated in or benefited from any Promotion, we reserve the right to rescind any prizes, gifts or any other benefit awarded to or received by that Connected Person.

3.8 If you are ineligible to take part in the Promotion (e.g. because of age restrictions or previous exclusions), your entry cannot be transferred to anyone else. If we find out that you are ineligible to take part, then you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.

#### 4. Winner selection and notification

4.1 For each Promotion, there will be only one grand prize winner unless otherwise specified in the Promotion Terms and Conditions.

4.2 Unless otherwise specified in the Promotion Terms and Conditions:

4.2.1. In the case of a prize draw, winner(s) will be selected at random. This will be done by either (a) an automated process, or (b) a process which will be conducted or supervised by an independent person, or(c) such process as is explained in the Promotion Terms and Conditions.

4.2.2 In the case of a competition, where the selection of a winning entry is open to subjective interpretation (for example, in the case of a written submission such as "tell us in 100 words why your pet is the best pet in the world"), the prize winners will be selected by an independent judge or a panel of judges that includes one independent judge. The names of the independent judges will be made available on request by writing to [info@thegalleria.ae](mailto:info@thegalleria.ae) the judges may vary with each competition, so please ensure you identify the relevant competition when making that request. However, for competitions that involve the selection of winners at random from a pool of eligible entrants, such random selection will be conducted using a random computer process.

4.3 If you win a prize:

4.3.1 you will need to respond to the notification within the timeframe set out in the Promotion Terms and Conditions and follow the instructions provided to you. You will need to provide

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proof of your ID, age and address as well as accept the General Terms and Condition and the Promotion Terms and Conditions.

- 4.3.2 We will only be able to send prize fulfilment information and/or prize details to the email address you used to enter the Promotion or, in relation to an on-air or social media platform Promotion, the email address you registered with us after being notified as a winner.
- 4.3.3 Once you have provided all the required information, we will then send you the prize in accordance with the Promotion Terms and Conditions. We will not be liable for any prizes which are lost, delayed, damaged or destroyed in transit.
- 4.3.4 If: (i) you are unable to provide us with a valid form of ID and/or proof of age or address; (ii) you provide us with incorrect or fraudulent information; or (iii) you fail to comply with any other instructions or time limits notified to you, you will forfeit your right to the prize and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, if it becomes apparent that you have breached this term after you have received your prize, we reserve the right to request the return of the prize or a similar cash value from you.

## 5. Prizes

- 5.1 The prize or prizes will be as described in the relevant promotional materials. Imagery is for illustrative purposes only, and colours and other minor details may vary. Anything which is not expressly included in the prize description is not included as part of the prize.
- 5.2 Each prize is subject to availability and is non-transferable, non-refundable and no cash alternative is available. Where prizes consist of entry tickets, events, and other time-specific prizes, they must be taken on the dates specified by us.
- 5.3 You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, using, owning or possessing, and you must not enter a Promotion to win such a prize. If you are the winner of such a prize, you will be disqualified, and we reserve the right to withdraw the prize and select another winner. For the avoidance of doubt, you will not be entitled to an alternative prize unless we decide at our sole discretion to grant you an alternative prize (instead of disqualifying you and selecting an alternative winner).
- 5.4 Any tax or other charge payable in conjunction with the prize will be your sole responsibility. If this is of concern then you should speak to a financial advisor.
- 5.5 The prize cannot be used in conjunction with other offers, promotions or prizes.
- 5.6 Third party terms and conditions may apply to certain parts of a prize, where applicable. For example, where the prize contains ticket(s) to an event, you and any guest(s) and/or travel companion(s) will not only be bound by the Promotion Terms and Conditions, but also the event organiser and venue owner's rules and all terms and conditions set out on the ticket.

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5.7 Unless otherwise specified in the Promotion Terms and Conditions, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.

### **6. Additional terms specific to prizes involving an event**

6.1 Where a Promotion prize involves attendance at or tickets to an event, you acknowledge that we are not liable or responsible if you fail to attend the event for any reason. If the event is cancelled or rescheduled, we may either secure tickets for the winner to attend the rescheduled event if practical (the date and time will be decided solely between us and the prize provider) or, at our discretion, provide an alternative prize.

6.2 Where a Promotion prize involves an event, you acknowledge that this prize is subject to the terms and conditions of the venue, the promotor and the ticket agent and you must comply with all such terms and conditions, including but not limited to any relevant instructions and health and safety requirements.

### **7. Data Protection**

7.1 Your personal data, and the personal data of any guest(s)/travel companion(s) that you or they provide to us, will be collected and processed by us and shall not be transferred or shared with third parties. Your personal data may be disclosed to the relevant authorities at their reasonable request for regulatory purposes, crime investigation and crime prevention, fraud or anti-social behaviour and in compliance with law enforcement agencies and applicable codes.

7.2 We may hold your data for a period of one (1) year in order to comply with our regulatory obligations. Subject to review by the Mall, this period may be extended.

7.3 You may be asked if you want to opt-in marketing from us or when you enter a Promotion. If you choose to opt-in, we may:

7.3.1 use your information for the purpose of the Promotion and other future promotional activities and you may opt out at any time; and

7.3.2 send periodic newsletters, advisements, emails, SMS messages, and communications relevant to upcoming events and promotional activities at the Mall.

7.4 We will ensure that all personnel who have access to and/or process customer personal data keep all such data confidential in accordance with the applicable data protection laws.

7.5 We shall implement appropriate technical and organisational measures to ensure an appropriate level of security and to take necessary measures in accordance with the applicable data protection laws.

7.6 In the event of a breach of security, we shall notify guests without undue delay provided

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that notification of the breach shall not be construed as an acknowledgment of any fault or liability. We will take reasonable commercial steps to assist in the investigation, mitigation and remediation of any breach.

- 7.7 You may request the removal of your personal details from our database by contacting info@amrc.ae. If you request that your personal details be removed prior to the conclusion of a Promotion, you will forfeit your right to enter the Promotion and/ or claim any prize and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable.
- 7.8 If you are required to submit a guest(s) personal data to enter a Promotion, you must ensure that your guests) has given you consent to provide us with their personal data.
- 7.9 You have the right to request deletion of any personal information however we may be required to keep some guest information for specific legal and regulatory reasons. You will be notified if any information cannot be deleted at the time of your request.
- 7.10 The Mall shall not share any guest information with any third-party processors or transfer or authorise the transfer of guest information without the prior consent.

## 8 Liability

- 8.1 Your entry or participation in Promotion and/or prize is at your own risk. If the Promotion or prize requires that you undertake any physical activity please ensure, before entering the Promotion, that you are in good health, that you have informed us before or at the time of claiming the prize of any underlying medical condition, physical or other impairment or medication you are taking which may be relevant and which could adversely affect your use or enjoyment of the prize, or ability to claim the prize. You must notify us immediately if you become ill or become aware of any other relevant medical or health and safety information which could affect your participation in a Promotion and/or prize. If you have a disability, please make this clear to us when you claim the prize, so we can consult with you well in advance of the prize and make such reasonable adjustments as are practical and within our reasonable control, based on all the circumstances, to ensure that you can enjoy the prize to the fullest extent.
- 8.2 We, and our respective parents, subsidiaries and affiliate companies, their successors and assigns and all their respective shareholders, directors, officers and employees ("**Released Parties**"), will have no liability whatsoever in connection with any Promotions and you shall hold the Released Parties harmless for any injuries, losses or damages of any kind that your or others may incur as a consequence of your participation in any Promotion, your entry, or your acceptance, use or misuse of any prize, gift or similar. By entering any Promotion, you explicitly release, discharge and hold harmless the Released Parties from and against any and all liabilities of any kind whatsoever (including under claim, demands, proceedings, awards or otherwise) and any costs, expenses, losses, damages, compensation, penalties, fees and disbursements arising as a consequence, whether directly or indirectly, of any injury, death, loss of or damage to property, or any reason, occurring during or arising out of your participation in any Promotion and the acceptance and/ or use or misuse of any prize, gift or similar.

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- 8.3 If we consider in our reasonable opinion or have grounds to suspect that:
- 8.3.1 you or your entry are in breach of the Promotion Terms and Conditions;
  - 8.3.2 you or any third party have cheated, deceived or engaged in fraudulent or unsporting conduct of any kind (including but not limited to, manipulating a Promotion, choice of prize winner(s) or any entry);
  - 8.3.3 you or your guest(s) conduct yourselves in a way which is abusive or which exposes you or others to any medical, security, safety or similar risk whatsoever (including if you are intoxicated or abusive in any way) without limiting the options available to us, you may be disqualified and we reserve the right to select another entrant to participate in the Promotion or withdraw the prize and select another winner, as applicable. You agree that you have not done anything and will not do anything which is likely to bring us or any of our prize partners into disrepute or which might adversely affect our reputation or the Promotion. Entries deemed by us to be rude, offensive, defamatory, illegal, or condoning dangerous behaviour will be removed from the Promotion. If you are disqualified for any reason, you will not be compensated and you may be required to pay any costs incurred.
- 8.4 Save that nothing in the General Terms and Conditions or the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, we: (i) shall have no liability in relation to any act or omission of any third party; and (ii) exclude all liability to you and anyone else for any claims, costs, losses, including indirect loss, damage or harm of any kind arising from or in connection with the Promotion and any or gifts prizes and your use or enjoyment of them.
- 8.5 Save that nothing in the General Terms and Conditions or the Promotion Terms and Conditions limits or excludes our (or any third party's) liability arising from fraud or from death or personal injury caused by negligence or any other type of liability which may not be limited or excluded by law, to the fullest extent permissible by law, in no event will our total aggregate liability to you exceed the cost of the prize or gift won, awarded or otherwise provided in connection with the relevant Promotion.
- 8.6 We make no representation, warranty or guarantee in relation to prizes or gifts provided and, subject to the provisions set out at clause 8.2 and legal rights which cannot lawfully be waived, we will have no liability to you in relation to any prize or gift, their fitness for purpose or otherwise.
- 8.7 We cannot guarantee that the services or systems for entering the Promotion will be free from omissions or errors. Subject to the above, we do not accept any liability in relation to such services or systems.
- 9. Miscellaneous**
- 9.1 We reserve the right to add, to delete or modify any provision of these General Terms and Conditions to comply with new laws or regulations or to update our offerings, at any time without notice. Failure to receive notification of a change does not render those changes



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invalid. It is your responsibility to make sure that you understand these provisions. We reserve the right to correct any errors, inaccuracies or omission in these General Terms and Conditions and Promotion Terms and Conditions without prior notice at any time. If you do not agree with any provision in these General Terms and Conditions or in the Promotion Terms and Conditions, then you should not enter into or consent to any promotional activity at the Mall. A copy of these General Terms and Conditions can be provided upon request.

- 9.2 Any and all rights in the promotional, marketing, gifting, and any other campaigns organised by the Mall are and shall remain the exclusive property of the Mall. This includes any and all content on social media and other online presence such as, but not limited to, text, images, graphics, logos, page headers, icons, images, audio clips, digital downloads, data compilation, software, trademarks, audio, video, data and other material (together “**Content**”). Participation in any promotional activity or competition shall not transfer or vest any rights in the Content to you. All intellectual property rights, proprietary right and licenses (if any) shall survive, as well as all restrictions on use, all limitation on liability and disclaimers.
- 9.3 Each of these provisions is severable and operate separately. If any of them are unlawful, void, or unenforceable, then the remaining provisions will remain in full force and effect.
- 9.4 These General Terms and Conditions and any Promotion Terms and Conditions shall be governed by and construed in accordance with the law of the Abu Dhabi Global Market as amended and updated from time to time. Any dispute arising in connection with these General Terms and Conditions and any Promotion Terms and Conditions shall be finally settled in the courts of the Abu Dhabi Global Market and you irrevocably agree that the courts of the Abu Dhabi Global Market shall have exclusive jurisdiction in respect of any claim or dispute.
- 9.5 These General Terms and Conditions and Promotion Terms and Conditions are written in English (UK). Any translation of the provisions into another language is provided solely for convenience, and to the extent there is any conflict between the two, the English (UK) version shall take precedence.
- 9.6 In the event that there is any conflict or inconsistency between the provisions of the General Terms and Conditions, the Promotion Terms and Conditions, and the waiver and release form, these conflicts and inconsistencies shall be resolved in the following order of precedence:
- (1) waiver and release form;
  - (2) Promotion Terms and Conditions; and
  - (3) General Terms and Conditions.
- 9.7 For any further enquiries, our contact details are:

**Al Maryah Retail Company Ltd**  
The Galleria Al Maryah Island  
Property Management Office  
PO Box 764627  
Abu Dhabi

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United Arab Emirates

10. Effective: 15 June 2022