

CLUB CONCIERGE RULES AND TERMS AND CONDITIONS (referred to collectively as "Terms and Conditions")

PLEASE PRINT THESE CLUB RULES AND TERMS AND CONDITIONS AND READ THEM CAREFULLY.

As a registered Member of Club Concierge ("**Member**"), you agree to abide by these Terms and Conditions, and when ordering anything from a supplier of products or services (a "**Supplier**") you agree that these Terms and Conditions shall apply to your order.

1. CLUB RULES

- 1.1 All Membership applications are subject to verification by Club Concierge. Club Concierge will notify you in the event that your Membership application has been accepted.
- 1.2 You are obliged to provide correct details when you apply for Club Concierge Membership and your failure to do so may invalidate your Membership and any subsequent transaction. Your responsibility to provide accurate information is a continuing obligation and you must notify Club Concierge in the event that any information provided by you changes.
- 1.3 Your Membership is personal to you. You are responsible for ensuring that no one (other than your personal assistant, where applicable) uses your Membership.
- 1.4 You agree that you will only use your Club Concierge Membership card for the purposes for which it is issued. You must notify Club Concierge immediately by e-mail at info@clubconcierge.ae if it is lost or stolen.

2. MEMBERSHIP FEES, CANCELLATIONS AND RENEWALS

- 2.1 Current Membership fees will be provided to you on application. Any increase in Membership fees will be notified to you personally or on the Membership page on the Club Concierge website when it becomes operational (the "**Site**").
- 2.2 Your Membership fee is non refundable. However, Club Concierge may at its sole discretion elect to refund your Membership fee in whole or in part depending on the circumstances relating to the cancellation of any Membership.
- 2.3 Club Concierge reserves the absolute right to cancel or suspend your Membership (at its sole discretion) for any reason whatsoever. If Club Concierge cancels your Membership, it shall refund the balance of the annual Membership fee on a time apportionment basis in respect of the unexpired period to which the annual Membership fee relates.
- 2.4 Membership fees are due on acceptance of your Membership application and annually thereafter (the "**Renewal Date**"). Membership fees are payable annually in advance by direct debit or payment by credit/debit or charge card of which we hold the details (the "**Payment Card**").
- 2.5 You authorise Club Concierge to deduct renewal Membership fees by direct debit or any Payment Card up to 28 days prior to or on your Renewal Date. If Club Concierge does

not hold your payment details you will be contacted directly in order to renew your Membership.

3. **MEMBERSHIP BENEFITS**

3.1 As a Member of Club Concierge, you are entitled to all of the benefits as notified to your from time to time. Unless otherwise stated, the descriptions of all benefits displayed have been approved by the relevant benefit Supplier.

3.2 As a registered Member of Club Concierge, please note that Suppliers of benefits and the Benefits themselves are subject to availability and may change from time to time without notice.

3.3 Club Concierge aims to ensure that the benefits remain available at all times and are constantly negotiating new benefits to ensure that you receive maximum use of your Membership. If any of the benefits become unavailable, we will do all we can to ensure that prior commitments are honoured to the fullest extent possible, but shall not be responsible for any actions of Suppliers outside Club Concierge's actual control.

4. **USING YOUR MEMBERSHIP**

4.1 You may only make requests by telephone, e-mail or fax, once you have been accepted as a Member.

4.2 Club Concierge will notify you within 24 (twenty four) hours whether your request has been accepted. If Club Concierge is unable to deal with any request, it will inform you as soon as reasonably practicable.

4.3 Club Concierge requires at least 24 (twenty four) hours prior notification before implementing any requests made by a Member.

4.4 Club Concierge will provide both the services notified to you personally, and subsequently as described on the Site, when the Site becomes operational, (from time to time) and concierge services at your request - that is you may request Club Concierge to provide or arrange any lawful, proper and moral personal service in relation to any personal needs or desires (including, without limitation, provision of information, access to events, activities and venues, and personal goods and services) (the "**Services**").

4.5 Club Concierge reserves the right to withdraw any of these Services and/or to refuse to supply the Services requested.

4.6 Suppliers are responsible for providing you with the services, products and benefits you select. Club Concierge will communicate with Suppliers on your behalf unless it is more appropriate for you to contact the Supplier directly.

4.7 Suppliers may impose their own terms and conditions and you are required to comply with these.

4.8 When ordering a product or service or accessing a benefit, you may be required to provide your Payment Card details. If you request and authorise Club Concierge to use your Payment Card in order to pay a Supplier for products or services, you acknowledge

and agree that Club Concierge shall have no liability in respect of or be responsible in any way whatsoever in respect of the use of your Payment Card, provided that Club Concierge acts in accordance with the instructions issued by you in relation thereto.

- 4.9 You undertake that all details you provide to us for the purpose of booking, ordering or purchasing products or services are correct, that the Payment Card you are using is your own and that there are sufficient funds to cover the cost of the product or the service.
- 4.10 From time to time the procurement or provision of certain services, products or benefits may incur a Club Concierge handling charge (of which you will be notified) - in these cases you hereby authorise Club Concierge to debit your Payment Card with any such handling charges.
- 4.11 Club Concierge may at your order purchase goods or services on your behalf. In the event that it acts as a credit agent in this regard, you hereby authorise Club Concierge to deduct the credit sum from your Payment Card within 30 days of the payment date. In the event that Club Concierge pays for the goods or services in cash, it shall be entitled to add any applicable credit card charges to the sum deducted from your Payment Card.
- 4.12 Unless otherwise agreed by the Supplier, you shall not be entitled to cancel any services requested where, on your instructions, performance has already begun.

5. TRAVEL SERVICES

- 5.1 Any services including travel tickets and package holidays purchased through Club Concierge will be subject to the terms and conditions of the travel or holiday operator and the Supplier. Please note that Club Concierge is not an authorised travel agent or tour operator and only acts as an introductory agent on behalf of the Supplier. All rights and remedies you have are against the relevant Supplier.

6. RESTAURANT AND CLUB SERVICES

- 6.1 When you use the restaurant booking Service you hereby authorise us to debit your Payment Card for any deposit paid by us on your behalf to the restaurant which is forfeited as a result of cancellation of the booking.

7. TICKETS

- 7.1 Club Concierge is engaged in the business of obtaining "best tickets" for all sold out events either directly itself or through one of its ticket agent partners. Please note that you are purchasing tickets above face value, which includes service charge(s) reflecting our costs and efforts in obtaining your premium seats.
- 7.2 All sales are final, no refunds or cancellations are issued after you have purchased your tickets.
- 7.3 In the events of show cancellations directly by the artist/promoter, only the return of the face value of the tickets can be guaranteed. Courier or other delivery fees are non-refundable.

- 7.4 Club Concierge or its ticket agent partner will despatch your tickets by courier at the standard rate of 20 AED which is guaranteed by the courier to reach you by noon¹ on the following day. Please note that neither Club Concierge nor its ticket agent partners cannot be held liable for any failure by the courier to deliver your tickets either at all or on time.
- 7.5 Club Concierge or its ticket agent partners usually despatches tickets within 2 days from the time of booking if the tickets are already in stock. However some events have posting restrictions and are not despatched until the week prior to the event taking place. On certain occasions, our representatives may have to deliver your tickets on the night of the show at no additional cost.
- 7.6 Club Concierge or its ticket agent partners reserve the right to upgrade tickets at no additional cost, to downgrade tickets (partial refund) or to cancel the order with a full refund.

8. **PRODUCTS PURCHASED**

- 8.1 If the requested product or service is not available the Suppliers may offer you substitute products of a similar description and standard, but you may refuse the substitute products and receive a full refund.
- 8.2 All product or service descriptions have been approved by the relevant Supplier. Club Concierge is not responsible for inaccurate or misleading product descriptions. Products may differ slightly from the images shown although every effort is made to ensure that all product descriptions are as accurate as possible.
- 8.3 The purchase price of all products and services is due for payment on acceptance of your order by the Supplier or, if applicable, Club Concierge.

9. **RETURNS AND DAMAGED PRODUCTS PURCHASED**

- 9.1 Other than those Suppliers which supply products that are perishable, or are made to your specification or are clearly personalised for you, each Supplier offers a 7-day "no quibble" guarantee in relation to its products. However, unless we agree otherwise, you will not be able to return products that are perishable, or are made to your specification or are clearly personalised for you. If you wish to return the products for whatever reason within 7 days of delivery, you may do so provided that the products are unused and in their original packaging. You will be credited in full within 30 days of the Supplier receiving written notification from you that you wish to return the products. The Supplier reserves the right to charge for any damage or missing parts.
- 9.2 Unless we agree otherwise, you will not be able to return products that are perishable, or are made to your specification or are clearly personalised for you.
- 9.3 All returns must be addressed to Club Concierge at P O Box 43394 Dubai, United Arab Emirates, and must be made by courier. Unless agreed with you otherwise, you are responsible for the costs of returning the products to Club Concierge.

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10. **LIABILITY**

- 10.1 Club Concierge warrants to you that Club Concierge shall use its reasonable endeavours to provide the Services with reasonable care and skill and, as far as reasonably possible, in accordance with your request and instructions from time to time. Where Club Concierge supplies you with any goods or services supplied by a third party, then Club Concierge is acting as your agent in sourcing the goods or services. Club Concierge will use reasonable care in selecting the supplier and ensuring the order is placed in accordance with your wishes. For the avoidance of doubt, Club Concierge does not and will not provide any representations or recommendations in relation to any of the information and suggestions comprised within the Services. You are deemed to be responsible for, and shall use your own skill and judgement as to, the quality, value and suitability of such information and suggestions in relation to deciding whether to enter into any contract with any third party for the supply of services or sale of goods.
- 10.2 Your contract for the purchase of products or services is made with the relevant Supplier only. Club Concierge acts as an agent for the Supplier and, unless expressly provided otherwise, all your rights and remedies are against the Supplier.
- 10.3 Club Concierge will not be responsible for products and services offered by Club Concierge as agents for the Suppliers or for any aspect of the relationship between you and any particular Supplier. Club Concierge will however do everything it reasonably can to assist you in any dealings you have with the Supplier.
- 10.4 You agree that any contract entered into by you with any of the Suppliers is an independent contract. Club Concierge hereby disclaims any and all liability for any act or omission of any Supplier or any loss incurred by you as a result of any act or omission of a Supplier whether or not arranged through the Club Concierge call centre.
- 10.5 Club Concierge accepts no liability for any losses or claims arising from any inability to access the Site or any failure to complete a transaction.
- 10.6 Save in respect of death and personal injury caused by the negligence of Club Concierge or as expressly provided for in these Terms and Conditions, Club Concierge shall not be liable for any loss, cost, expense or damage of any nature whatever (whether direct or indirect) resulting from the provision of the Services or your reliance upon the information and suggestions provided by Club Concierge hereunder and the resulting supply of goods and services to you by any third party.
- 10.7 Club Concierge shall have no liability to you for any loss, damage, costs, expenses or other claims for compensation arising from requests or instructions supplied by you which are incomplete, incorrect or inaccurate or arising from their late arrival or non-arrival, or any other fault of you.
- 10.8 Club Concierge shall not be liable to you or be deemed to be in breach of these Terms and Conditions by reason of any delay in performing, or any failure to perform, any of Club Concierge 's obligations in relation to the Services, if the delay or failure was due to any cause beyond Club Concierge 's reasonable control.

- 10.9 Except in respect of death and personal injury and subject to the provisions of these Terms and Conditions, Club Concierge's maximum liability to you for breach of any of its obligations hereunder shall be limited to the value of the annual Membership fee and the charge for the Services to be provided.
- 10.10 Club Concierge aims to ensure that viruses (or other programs having adverse effects) do not reside on the Site, but Club Concierge accepts no responsibility in relation to this.
- 10.11 This section applies only to the extent permitted by law.

11. **CHANGES TO THESE CLUB RULES**

- 11.1 Club Concierge may vary these Terms and Conditions from time to time and will notify you of any changes in a timely manner. Notification will be by some or all of the following medium:
- 11.1.1 the Club Concierge newsletter;
 - 11.1.2 the Site;
 - 11.1.3 e-mail; and
 - 11.1.4 the post or other personal delivery service.
- 11.2 Your continued use of your Membership constitutes acceptance of the altered Terms and Conditions.

12. **COPYRIGHT**

- 12.1 Club Concierge owns or is lawfully entitled to all of the copyright in the Site. All other intellectual property rights are reserved. The Site is for your personal use only - you may not use it for commercial purposes. You may only download to your personal computer for viewing purposes and print out a number of pages of this Site for your personal use. You may not modify, copy, distribute, transmit, display, perform, reproduce, publish, licence, create derivative works from, transfer or sell any information obtained from this Site.

13. **LINKS**

- 13.1 Club Concierge assumes no responsibility for the contents of any other web sites to which the Site has links and shall not be held responsible or liable for any loss or damages caused or alleged to have been caused by use of or reliance on any content, products or services available on such hyperlinked sites. Club Concierge may not have control of such web sites. The inclusion of any hyperlinks to such other web sites does not mean that Club Concierge endorses the material on such web sites or has any association with the owner thereof.

14. **APPLICABLE LAW AND JURISDICTION**

- 14.1 These Terms and Conditions and your Membership with Club Concierge are governed by the laws of the United Arab Emirates and are subject to the exclusive jurisdiction of the courts of Dubai.

14.2 The provisions of the "Privacy Promise" shall apply at all times.

15. **CONTACTING US**

15.1 If you have any queries or complaints please write to Club Concierge, P O Box 43394
Dubai, United Arab Emirates.

16. **REGISTERED ADDRESS**

Club Concierge
P O Box 43394
Dubai
United Arab Emirates

PRIVACY PROMISE

Club Concierge is committed to protecting any information we collect about you.

1. The Customer Information We Collect

When you place an order, we need to know your name, email address, delivery address, credit or debit card number and expiration date. It is the only way we can process your order and notify you of your order status.

2. The Way This Customer Information Is Used

We monitor customer traffic patterns and Site usage to help us develop the design and layout of the Site. We may also use the information we collect to notify you every now and again about important changes to the Site, the latest Club Concierge services and exciting new offers. You will be the first to know. If you do not want us to send you such mail, then tick the box on the order confirmation page and/or the Club Concierge registration page.

3. What We Do With Your Information

We will not disclose your information to anyone other than to our suppliers and our delivery company and other third parties who need to know in order to process your order. By giving Club Concierge your personal information you consent to this disclosure and allow us to make our services available to you. On occasion we may share your personal information with our selected Suppliers and agents in respect of the supply and delivery of the benefits of Membership for reasons other than the execution of your order from Club Concierge.

4. Your Consent

By using our Site, you consent to us using the personal information you provide to Club Concierge and our affiliates as set out in this privacy promise. If we decide to change our privacy promise, we will post those changes on this page so that you are always aware of the way we collect, use and disclose information.

5. Contacting Us

Club Concierge is your data controller. If you have any queries about this privacy statement, our Site practices or your personal dealing with this Site, you can contact Tracy Burt our nominated representative for dealing with data protection issues, who can be contacted at tracy.burt@clubconcierge.ae