

## FAB SHARE Co-Branded Credit Cards

### *Terms and Conditions*

#### 1. Definitions

- 1.1. **FIRST ABU DHABI BANK PJSC**, a public joint stock company licensed and regulated by the UAE Central Bank and having its head office in Abu Dhabi, United Arab Emirates, (hereinafter referred to as “**FAB**”, which expression shall, unless it context otherwise requires, include its successors and permitted assigns).
- 1.2. **MAJID AL FUTTAIM REWARDS LLC**, a limited liability company organized and existing in the United Arab Emirates registered with the Department of Economic Development in Dubai, registered address at P.O. Box 91100, Dubai, UAE (hereinafter referred to as “**MAFR**” which expression shall, unless context otherwise requires, include its successors and permitted assigns).
- 1.3. **MAFR Group** is the operator of a multichannel retail network and Share Program (defined below - clause 1.4) in the UAE. MAFR Group means MAFR and its Affiliates from time to time.
- 1.4. “**SHARE Program**” means the Loyalty Program operated by or on behalf of the MAFR Group where the loyalty benefits that may be earned or awarded in connection thereto are **Share Points**. SHARE Program terms and conditions can be viewed on <https://www.sharerewards.com/en/terms-and-conditions>
- 1.5. “**SHARE Points**” means loyalty benefits that may be earned or awarded in connection with the Share Program.
- 1.6. “**Card**” means the FAB SHARE Credit Card.
- 1.7. “**FAB Master Credit Card Conditions**” means the FAB terms and conditions applicable to credit cards which can be found on <https://www.bankfab.com/en-ae/personal/terms-and-conditions-consolidated>.
- 1.8. “**FAB SHARE Credit Card**” means a valid credit card issued by FAB as part of the Co-brand Card Program with MAFR, bearing the payment scheme provider’s logo as well as the FAB and Majid Al-Futtaim Trade Marks. FAB SHARE Credit Card includes the FAB products listed in Schedule A hereto, being eligible for inclusion in the SHARE Program.
- 1.9. “**Cardholder**” for the purposes of this section, shall mean individuals who have been issued FAB SHARE Credit Cards.
- 1.10. “**Card Account**” means the credit card account opened by FAB for the purpose of entering all credits received and all debits incurred by the Cardholder in connection with a Card.

- 1.11. **“FAB Client”** means the principal Card client or supplementary card client, for whom a Card is issued by FAB.
- 1.12. **“Eligible Transactions”** means all retail transactions, at point of sale or online, charged to a Cardholder’s FAB SHARE Credit Card, except for the transactions excluded in Section 4.7 below:
- (1) the amount debited from the Card Account expressed in AED and where the purchase is in another currency, the equivalent in AED as converted at FAB’s prevailing exchange at the purchase time
  - (2) such other transactions as FAB may agree to admit for eligibility from time to time.
- 1.13. **“Primary Account”** means a client in whose name a “Card Account” is maintained by FAB.
- 1.14. **“Good Standing”** means a non-delinquent FAB SHARE Credit Card account which is active.

## 2. Application

- 2.1. The following terms and conditions (the **“Terms and Conditions”**) shall apply to the FAB SHARE Credit Card and are in addition to FAB Master Credit Card Conditions. To the extent there is any conflict or inconsistency between these Terms and Conditions and the FAB Master Credit Card Conditions, the FAB Master Credit Card Conditions shall prevail.

The client acknowledges that these Terms and Conditions, as well as other information regarding FAB SHARE Credit Card, may be accessed online in their most current form. In the event of any conflict between these Terms and Conditions and the terms and/or conditions contained in any policy incorporated by reference herein, to the extent that such conflict directly relates to the FAB SHARE Credit Card, these Terms and Conditions shall prevail. FAB reserves the right at its discretion to alter or amend the benefits or features set out herein. FAB will endeavor to notify you of any changes that may impact the benefits or features as soon as is reasonably practicable.

## 3. Enrolment in the SHARE Program

- 3.1. Enrolment in the SHARE Program is automatic and each client (who is/are in Good Standing) including any supplementary card client(s), of one or more of the FAB products listed in Schedule A attached hereto is automatically enrolled in the SHARE Program.
- 3.2. Upon enrolment of an eligible FAB SHARE Credit Card, a SHARE Account for the primary account client will be established. Membership qualifies a FAB SHARE Credit Card client/s to benefit from special offers and promotions which may be provided under the SHARE Program.
- 3.3. In case an account client(s) or a supplementary card client(s) is/are removed from the qualifying FAB SHARE Credit Card, then such client(s) or supplementary card client(s) is/are no longer eligible to participate in the SHARE Program.

3.4. FAB reserves the right to revoke any accrued points.

#### 4. SHARE Points

- 4.1. FAB shall determine, from time to time, at its discretion, which FAB SHARE Credit Card is eligible for inclusion/exclusion in the SHARE Program and will earn SHARE Points (each, the “Eligible Transaction”), the associated limits on earnings (if any). In case of a reversal of any Eligible Transaction, SHARE Points credited to the SHARE Points account as a result of such Eligible Transactions will be deducted from the accrued SHARE Points balance. Debits to the SHARE Program account will reduce the accrued SHARE Points balance as per the calculation criteria set for a particular FAB SHARE Credit Card. FAB may make changes to the eligibility criteria, terms and conditions, fulfilment and scope of benefits offered with the FAB SHARE Credit Card. Third party benefits may also be subject to separate third party terms. Third party terms may be subject to change from time to time subject to the applicable provisions in the relevant third party terms and conditions.
- 4.2. Pursuant to clause 4.1, SHARE Points are earned for each of the FAB SHARE Credit Card Eligible Transaction (at point of sale machines or online transactions) subject to the SHARE Points earning criteria, and no SHARE Points shall be awarded retroactively. Schedule B attached hereto provides a list of further exceptions to earnings of SHARE Points. SHARE Points may be calculated by rounding down the transaction value to the nearest integer and as per the criteria set for each FAB SHARE Credit Card in clause 4.1.
- 4.3. In case of a change to the status of the FAB SHARE Credit Card (such as an upgrade or downgrade thereof), the SHARE Points calculations shall be adjusted accordingly.
- 4.4. Share Points earnings will be capped to card limit utilization in a month.
- 4.5. Share Points are reward points offered only for FAB SHARE Credit Cards.
- 4.6. Virtual card transactions under FAB SHARE Credit Cards are also eligible to earn all types of Share Points, except for signup bonus points which will be earned only upon physical card activation.
- 4.7. Unless, otherwise stated, all Eligible Transactions, charged to a FAB SHARE Credit Card are eligible for SHARE Points except the following exclusions:
- a) all fees and charges;
  - b) cash advances;
  - c) easy cash, quick cash;
  - d) balance transfers;
  - e) purchase of foreign currency, saving certificates, bonds and other debt instruments;
  - f) finance charges;

- g) any payments or amounts deposited or credited to the card account;
- h) charitable donations;
- i) transactions conducted at any exchange house;
- j) card transactions incurred by utilizing amounts in excess of the credit limit;
- k) contributions, premiums, or other payments in relation to credit shield plus/ wallet shield;
- l) products/ programs/ any other insurance programs or products that FAB may choose to offer/ distribute;
- m) any transaction undertaken through or using the UAE direct debit system;
- n) transactions converted into EPP with a zero percent interest rate;
- o) transactions that FAB determines, in its sole discretion, are disputed, erroneous, unauthorized, illegal and/or fraudulent; or
- p) misuse of the FAB SHARE Credit Card to effect fictitious transactions through POS terminals at any merchant outlet(s) or through other means shall also be excluded for purposes of qualifying for SHARE Points.

4.8. FAB may, in its sole discretion, add to, or remove from, the above list of non-eligible transactions. All determinations made by FAB shall be in its sole discretion, and each determination shall be final, conclusive and binding on the Cardholder.. Furthermore, the records, books and other information of FAB shall be conclusive evidence of calculations hereunder.

4.9. SHARE Points shall be earned when eligible transactions are transacted on the FAB SHARE Credit Card. SHARE Points shall be accrued by FAB and transferred to the Cardholder's SHARE account at a pre-designated frequency decided by FAB. If the Cardholder is in breach of his payment obligations, then FAB may suspend the usage of the FAB SHARE Credit Card and the credit of SHARE Points until the Cardholder has remedied the breach. FAB may choose not to transfer/credit of SHARE Points retrospectively after the breach is remedied.

4.10. SHARE Points accruing for eligible transactions by a supplementary cardholder shall be credited to the Primary Cardholder's SHARE account.

4.11. You must be up to date on all your payments on your FAB SHARE Credit Card in order to be eligible for the SHARE Points. If any payment is overdue on your FAB SHARE Credit Card, or at any stage you are in breach of any of the FAB General Terms and Conditions, or if your FAB SHARE Credit Card is suspended, cancelled or blocked by FAB, your spends will not qualify for SHARE Points.

4.12. In addition to other conditions outlined in these Terms and Conditions, SHARE Points shall not be credited if:

- a) the Card Account is not in Good Standing in the sole opinion of FAB; or
- b) any other event, which, in the sole discretion of FAB should result in the cancellation of the benefit under the SHARE Program to the Cardholder.

4.13. The available SHARE Points can be monitored at any time online via the SHARE App. It is your responsibility to ensure that your SHARE Program is open and active. Failure to do so may mean that you are no longer eligible to earn any SHARE Points under these terms.

## 5. Redemption of SHARE Points

- 5.1. SHARE Points may be redeemed from time to time in accordance with the most recent SHARE Program terms and conditions as issued by MAFR Group. MAFR Group may at its sole discretion amend the products, benefits and services offered in the SHARE Program without prior notice. For more information, please refer to <https://www.sharerewards.com/en/terms-and-conditions>
- 5.2. FAB is not, and shall not be considered, at any time, as the supplier of SHARE Points, or an agent or representative thereof, and FAB shall not be held liable for failure on the part of a supplier to provide a SHARE Point, upon its stated terms and conditions.

## 6. FAB SHARE Credit Card draw (Win back your trolley)

- 6.1. In addition to the above SHARE points, FAB SHARE Credit Card holders can also seek an entry to a monthly draw under category – “Win back your trolley every month” upon fulfilling eligibility criteria.
- 6.2. Frequency of the draw would be once in every Calendar month.
- 6.3. “Win your trolley back offer” will (1) one winner every month – Up to a maximum award of AED 1,000 per win. The draw will be applicable to spend on MAFR merchants only in a calendar month.
- 6.4. Any transactions performed, other than MAFR merchants will not be considered for the draw.
- 6.5. The winning amount will be equal to the transaction amount (capped at AED 1000) selected in the draw for the customer.
- 6.6. FAB SHARE Credit Card holders have a chance to win the draw multiple times within the year. A winner may be re-selected as a winner, through the draw, during the calendar period.
- 6.7. FAB staff are excluded from this offer.

## 7. VOX Cinemas Offer

- 7.1. VOX Cinema Offer: ‘2 for 1 ticket’ standard offer will be applicable to all product types. This offer will be funded by FAB.
- 7.2. The provisions shall apply to FAB SHARE Credit Cards, in addition to the terms set out in the FAB Master Credit Card Conditions.

- 7.3. Any term not defined within these terms and conditions shall have the meaning as defined in the FAB Master Credit Card Conditions.
- 7.4. The offer is valid across all VOX Cinema locations in the UAE.
- 7.5. The offer is valid for regular 2D tickets only.
- 7.6. The offer is only valid for bookings made through online and mobile app.
- 7.7. The offer is not applicable for the VIP / Pearl Suite bookings / Premier shows / 3D movies or with any other ongoing applicable promotion.
- 7.8. FAB has the right to amend/change/cancel the offer any time.
- 7.9. This offer is only valid if you book using your FAB SHARE Credit Card.

## **8. Liability and Indemnity**

- 8.1. FAB shall not be liable for losses, damages, expenses, claims or any other liability whatsoever, whether direct, indirect, consequential, incidental, special or punitive, sustained by a FAB client as a result of the redemption of SHARE Points, or in any other way arising from membership in, or in connection with, the SHARE Points , or of any negligence, breach of statutory or other duty on the part of FAB, any supplier, issuer, merchant and/or other person associated in any way, directly or indirectly, with the SHARE Program.
- 8.2. FAB makes no representation and provides no warranty whatsoever, expressed or implied, and undertakes and assumes no liability whatsoever, in respect of the quality or merchantability of any SHARE Point or the suitability or fitness thereof for any use or purpose. All SHARE Points shall be accepted by FAB client at his/her own risk.
- 8.3. FAB is not responsible for disputes involving SHARE Points or any other aspect of SHARE Program. Any personal liability arising out of receipt or use of SHARE points is solely the client's responsibility.
- 8.4. FAB is entitled, at any time in its sole discretion, and without being liable to the Cardholder in any manner whatsoever, to terminate the benefits accruing to the Cardholder under the SHARE Program, and/or change, vary, modify, add to or delete any of the terms and conditions outlined herein, and/or withdraw and/or revoke any accrued SHARE points and/or modify or limit the value of the SHARE points and/or the manner of accrual and/or transfer of SHARE Points.

## **9. Breach of Terms and Conditions**

- 9.1. In the event of a breach of these Terms and Conditions or of any applicable provisions in any policy incorporated by reference herein, or in the event of failure on part of a SHARE Points client to pay for any outstanding / dues within the prescribed time set by FAB or for any other reason whatsoever, FAB reserves the right, at its discretion, to:
- a) close the FAB SHARE Credit Card; and
  - b) refuse to award accrued SHARE Points.

## **10. Fees**

- 10.1. Use of the FAB SHARE Credit Cards shall be subject to fees set out in the Schedule of Fees and Charges for the FAB SHARE Credit Card (which can be found on <https://www.bankfab.com/en-ae/personal/cards>) and levied in accordance with FAB Master Terms and Conditions.

## **11. Variation of Terms**

FAB may from time to time vary these terms and conditions in accordance with the FAB Master Terms and Conditions.

## **12. Governing law**

These Terms and Conditions will be governed in all respects by the federal laws of the United Arab Emirates. All disputes to these terms shall be subject to the exclusive jurisdiction of the courts of the United Arab Emirates.

## SCHEDULE A

### FAB SHARE Credit Cards Products

UAE issued AED dominated Credit Cards as follows:

- 1. FAB Share Signature Credit Card**
  - a) Min Income Requirement: AED 30k and above
  - b) Annual Membership Fee: AED 1,500 + VAT
  - c) Signup bonus points credited on physical card activation: 15,000 SHARE Points
  
- 2. FAB Share Platinum Credit Card**
  - a) Min Income Requirement: AED 10k and above
  - b) Annual Membership Fee: AED 1,000 + VAT
  - c) Signup bonus points credited on physical card activation: 10,000 SHARE Points
  
- 3. FAB Share Rewards Credit Card**
  - a) Min Income Requirement: AED 5k and above
  - b) Annual Membership Fee: No Annual Membership Fee
  - c) Signup bonus points credited on physical card activation: No SHARE Points



## SCHEDULE B

### SHARE Points earning using FAB SHARE Credit Cards

Details	FAB Share Signature Credit Card	FAB Share Platinum Credit Card	FAB Share Rewards Credit Card
Earning rates upon spending at Carrefour instore and online*	6.5% in SHARE points for each AED 1 spent.	6.5% in SHARE points for each AED 1 spent.	6.5% in SHARE points for each AED 1 spent.
Earning rates upon spending at MOE and all City Centers across the UAE*	5% in SHARE points for each AED 1 spent.	3% in SHARE points for each AED 1 spent.	2% in SHARE points for each AED 1 spent.
Earning rates upon spending on other retail shopping, international spending, and other online merchants**	2.5% in SHARE points for each AED 1 spent.	2% in SHARE points for each AED 1 spent.	1.5% in SHARE points for each AED 1 spent.
Earning rates upon spending at selected merchants*** including utilities, fuel and other grocery outlets	0.5% in SHARE points for each AED 1 spent (not eligible for salary transfer additional earning).	0.5% in SHARE points for each AED 1 spent (not eligible for salary transfer additional earning).	0.5% in SHARE points for each AED 1 spent (not eligible for salary transfer additional earning).
Additional Earning Options	Transfer monthly salary to a FAB account to earn 0.25% more points per transaction.		

\* (1) includes (within UAE): Selected list of Merchants at MAF Malls & brands.

\*\* (2) includes all merchants (within and outside UAE) which are not part of the above selected list as per clause (1) above

\*\*\* (3) Low Earning Merchant Categories

Categories	MCC's under Selected Categories earnings 0.5% in SHARE points
Fuel	4111, 4121, 4131, 4784, 5541, 5542
Supermarket & Utilities	5411, 4900, 4814, 4812
Education	8211, 8220, 8241, 8244, 8249, 8299
Government Services	9211, 9222, 9223, 9311, 9399, 9402, 9405
Charities	8398, 8661
Transport	7523
Rental	6513
Insurance	5960, 6300