

## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND PUBLICITY RELEASE

This release and waiver of liability, express assumption of risk, and publicity release (“**Waiver and Release**”) is given by the undersigned, on my own behalf, and on behalf of my child or other person whom I am the legal guardian whose name is set forth below (the “**Minor**”), both residing at the address set forth below, in favor of Dubai Festivals and Retail Establishment (the “**Sponsor**”) with its business office at P.O. Box 594, Dubai, UAE, an affiliate of the Department of Economy and Tourism (“**Dubai DET**”), and the other Released Parties as set out in this document.

### PLEASE READ CAREFULLY EACH PARAGRAPH BEFORE SIGNING

#### A. General

1. I, on my own behalf, and on behalf of the Minor (collectively, the Minor with the legal guardian, “**we**,” “**our**,” or “**us**”), acknowledge that have I read and understand the attached terms and conditions with respect to the “Fawazeer Modhesh and Dana” (the “**Competition**”) as attached in this document as Annex 1 (the “**Rules**”). I, on my own behalf, and on behalf of the Minor, agree to the Rules, confirm that we meet the entry requirements set forth in the Rules, and understand that this Waiver and Release will be relied upon by the Sponsor and the Released Parties.
2. For the purposes of this Waiver and Release, all obligations, consents, agreements, releases, assignments, licenses, warranties, representations and other such obligations in the Rules and this Waiver and Release granted to the Sponsor (“**Obligations**”) shall be understood to be made by the undersigned (the “**Guardian**”) on behalf of the Minor. I represent that I am the parent or legal guardian of the Minor, and that I have absolute legal authority to consent and act on behalf of the Minor. I represent and warrant that I have the Minor’s consent to undertake such Obligations and will procure that the Minor complies with all of the Obligations. I agree that I will be expressly liable to the Sponsor and Released Parties for the Obligations and for any breaches of the Obligations by me and the Minor, and will hold harmless and indemnify the Sponsor and the Released Parties for any losses or claims related to any such breach of the Obligations and representations and warranties.
3. I, on my own behalf, and on behalf of the Minor, acknowledge that we have complied with, and agreed that will continue to comply with, all the Rules of the Competition and this Waiver and Release, and that

I have perpetuated no fraud or deception in entering the Competition or in claiming any prize that may be awarded to me and/or the Minor. I understand that I, and the Minor, will be disqualified from receiving any prize which may be awarded to me and/or the Minor, or will return immediately upon demand by Sponsor any prize or the value of said prize which has been awarded to me and/or Minor, if any statement made by me in this Waiver and Release is false.

## **B. Release and Waiver**

4. I acknowledge that we wish to participate in the activities and events set forth in the Rules as part of the Competition's prize (collectively referred to as the "**Events**"). I, on my own behalf, and on behalf of the Minor, understand and agree that neither the Sponsor or any person providing instructions in respect of any activity I or the Minor engage in the course of the Events, nor any of their respective employees, officers, directors, agents and representatives, officials, sponsors, promoters, or any related entity of the Sponsor and any of its affiliates ("**Released Parties**"), may be held liable or responsible in any way for any injury, death, or other damages to me or my family or any other child accompanying me, heirs or assigns that may occur as a result of my/our participation in the Events or any related association, class, activity, challenge, or as a result of the negligence of any party, including the Released Parties, whether directly or indirectly in respect of the Events.
5. I on my own behalf, and on behalf of the Minor, agree that the Released Parties shall not have any liability and shall be held harmless and indemnified by us (and our personal representatives, assigns, heirs, and next of kin) for any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and expenses (including, without limitation, attorney's fees) of whatsoever nature arising from or related to this Competition, or due in whole or in part, directly or indirectly, to (i) the acceptance, possession or use of the prize, (ii) any physical activity, travel or travel-related activity in relation to the Competition, or participation in the Competition. I, on my own behalf, and on behalf of the Minor, agree to absolutely and forever release and discharge the Released Parties from, all claims, damages, liabilities, obligations, expenses and causes of action which I or the Minor, and our personal representatives, assigns, heirs, and next of kin, may bring and/or could have brought against the Released Parties relating to the Competition of the prize, whether caused by the negligence of the Released Parties or otherwise.
6. I represent and warrant that I have been advised and thoroughly informed of the inherent hazards of the Events, and assume full responsibility for any risk of bodily injury, death or property damage arising out of or related to the Events whether caused by the negligence or otherwise.

#### **D. Consent for Minor to Participate in the Events**

I hereby consent for the Minor to participate in all the Events. I represent and warrant that I understand of the inherent risks and hazards of the Events, and assume full responsibility for any risks, including without limitation the breach of privacy by third parties and the unauthorized use of images by third parties. I acknowledge and agree that I shall accompany the Minor at all times, and that the Sponsor and Released Parties shall bear no responsibility over the Minor's participation at the Events.

#### **C. Publicity Release**

1. I hereby agree, on my own behalf and on behalf of the Minor, that the Sponsor and its affiliates shall have the right to use in perpetuity our name, likeness, voice, statements, photograph, biographical and prize information, and the Entry Materials (defined below), without notice to me or the Minor, and without further compensation or obligation, in any and all media now or hereafter known throughout the world, in any manner and medium whatsoever, across media channels and platforms to advertise and promote the Sponsor and its affiliates, their respective products and services, the Competition, and for any other purpose, in the Sponsor's absolute sole discretion.
2. I hereby agree, on my own behalf and on behalf of the Minor, that the Sponsor and its affiliates shall have the right to use our name, nationality, country of residence and image in any Competition announcements and publicity material (including, but not limited to, online material) related to the Events, including, but not limited to, across media channels and platforms operated by the Sponsor.
3. I hereby agree and consent, on my own behalf and on behalf of the Minor, to be photographed and video-graphed by the Sponsor, the Sponsor's camera/photo crew and their representatives over the course of experiencing the prize, and for the Sponsor to use any content created across various media channels and platforms. I hereby agree, on my own behalf and on behalf of the Minor, to generate our own social media content by posting across social media platforms during our stay in Dubai for the prize. I on my own behalf, and on behalf of the Minor, grant the Sponsor a perpetual, irrevocable, non-exclusive license to copy, modify, distribute, publicly perform and publicly display our photos posted to our social media accounts in association with the marketing and promotion of the Events, without further compensation or approval by us; and (ii) represent and warrant that the social media accounts that we have provided belong to us and we own or hold sufficient rights to the photos that we upload to the social media platforms to grant the foregoing license.

4. I agree that any and all information or materials submitted by me or the Minor with the entry to the Competition (the “**Entry Materials**”) as well as any additional photos, videos and statements with respect to the Events that I may, or on behalf of the Minor may, supply to the Sponsor, representatives, agents, promoters, or any related entity of the Sponsor (“**Promotional Materials**”), are now the sole property of the Sponsor and its affiliates and can be used, published, modified, adapted, and otherwise exploited by the Sponsor and its affiliates for the legal duration of protection of intellectual property rights in any manner whatsoever without further notice or compensation to us and without attribution to any of us, in any and all media now or hereafter known throughout the world. I represent and warrant that I am free to assign all the rights to the Entry Materials and Promotional Materials, and such Entry Materials and Promotional Materials are not subject to the rights of any third party. I acknowledge that the Entry Materials and Promotional Materials will not be returned to me.
5. I agree, on my own behalf and on behalf of the Minor, that no materials, including Promotional Materials, need to be submitted to me by the Sponsor for any approval and that the Sponsor shall have the right to edit, display, alter, distort, or use illusionary or other effect in the publication, display, promotion, or other use of our photographs, images, videos and/or likeness. I agree, on my own behalf and on behalf of the Minor, that the subject matter, nature and format of the Promotional Materials shall be at the sole discretion of the Sponsor, and that the Promotional Material may be combined with other images, text, graphics, film, audio, audio-visual works; and may be cropped, altered or modified.
6. I agree, on my own behalf and on behalf of the Minor, that the Released Parties shall be without liability to me or the Minor (and our personal representatives, assigns, heirs, and next of kin) for any editing, display, or alteration or for any distortion, illusionary or other effect resulting from the publication or other use of my photograph, images, videos and/or likeness.
7. I further state that I am of lawful age and legally competent to sign this liability release, on my own behalf, and on behalf of the Minor, and that I have absolute authority to consent on behalf of the Minor.
8. I understand that the terms herein are contractual and not a mere recital and that I have signed this document of my own free will on my own behalf and on behalf of the Minor.
9. I have fully informed myself of the contents of this Waiver and Release by reading it before I signed it on behalf of myself, the participant (if a person other than myself) and my heirs.

10. This Waiver and Release is governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai, and any disputes will be subject to the exclusive jurisdiction of Dubai courts.

I have read this release and waiver of liability and assumption of risk, fully understand its terms, understand that I have given up substantial rights, on my own behalf and on behalf of the Minor, by signing it, and have signed it freely and voluntarily without any inducement, assurance or guarantee being made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

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Full Printed Name of Entrant/Guardian

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Signature of Entrant/Guardian

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Age of Entrant/Guardian

-----  
Full Printed Name Minor

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Age of Minor

-----  
Relationship of Minor and Guardian

-----  
Address

-----  
Mobile Number



**Annex 1**

**Terms and Conditions**

**[See Attached]**

## **FAWAZEER MODHESH AND DANA**

### **RULES ([2<sup>ND</sup> APRIL 2<sup>ND</sup> OF MAY 2022])**

1. This **Fawazeer Modhesh and Dana** (“**Competition**”) is run by Dubai Festivals and Retail Establishment with its business office at P.O. Box 594, Dubai, UAE, an affiliate of the Department of Economy and Tourism (“**Dubai DET**”) (collectively, “**we**”, “**us**” and “**our**”).
2. The Competition is governed by these rules (the “**Rules**”) and also by the terms and conditions that apply to the use of the social media platforms (Instagram) through which this Competition is run (the “**Platforms**”).
3. We may amend these Rules or amend or cancel the Competition at any time without notice and at our sole discretion.

#### **ELIGIBILITY**

4. Only individuals (and not companies or other entities) are permitted to enter the Competition (each an “**Entrant**”). Our employees, officers, directors, agents and representatives of and the employees, officers, directors, agents and representatives of Dubai DET and its wholly-owned subsidiaries (collectively, “**Dubai DET Entities**”), their immediate families (mother, father, sister, brother, child, husband, wife and their respective spouses, regardless of where they reside) and those living in their same households, whether or not related, or any other individuals connected in any way with the Competition (decided by us at our sole discretion) are not permitted to enter the Competition. By entering the Competition, an Entrant is deemed to have accepted these Rules and the terms of the Competition.
5. Entrants must be at least 21 at the date of entry or, if under 21 at the date of entry (“**Minor**”), an Entrant must have the consent of a parent or legal guardian to enter the Competition (“**Guardian**”). All Entrants must be able to provide proof of age (and proof of parent/guardian consent if under 21 and residency/nationality. Failure to provide proof will result in automatic disqualification from the Competition. Where a Minor makes an Entry (as defined herein) or Guardian makes an Entry on behalf of a Minor, all obligations, consents, agreements, releases, assignments, licenses, warranties, representations and other such obligations in the Rules granted to us (“**Obligations**”) shall be understood to be made by the Guardian on behalf of the Minor. If a Guardian makes an Entry on behalf of a Minor, Guardian represents and warrants that it has the Minor’s consent to make an Entry on the Minor’s behalf and to undertake such Obligations. Where necessary, Guardian further agrees to procure that the Minor complies with all of the Obligations. The Guardian shall be expressly liable to us for the Obligations and for any breaches of the Obligations by the Guardian or by the Minor, and for breach of



the warranty in this clause, and shall hold harmless and indemnify us for any losses or claims related to any such breach of the Obligations and warranty.

## ENTRY CONDITIONS

6. An entry is made to the Competition for free (an “**Entry**” and “**Entries**”) in the following ways:
  - A. Follow the adventures of modesh & dana.
  - B. Follow the attraction’s instagram account.
  - C. Solve the riddle in the comments below to win a special reward.
  - D. Keep participating for more chances to win.

The Competition begins at 3:00 pm Arabian Standard Time on [25<sup>th</sup> April] and ends at 6:00 pm Arabian Standard Time on [1<sup>st</sup> of May] (“**Closing Time**”). The period of the Competition shall be referred to as the “**Competition Period**”. We may, at our own discretion and without notifying the Entrants, change the dates and times of the Competition Period.

7. Any information or content uploaded as an entry and posted in the Platforms must not:
  - a) be unlawful or promote any unlawful activity;
  - b) be considered inappropriate, defamatory, abusive, discriminatory, offensive, obscene, threatening, misleading or hateful (as determined by us in our absolute discretion);
  - c) include any content or symbols of a religious or political nature (as determined by us, in its absolute discretion);
  - d) be intended to harass another person or group of people;
  - e) include personal information of another person or persons, unless the Entrant has such person(s) consent;
  - f) contain viruses or corrupted files;
  - g) breach any the Rules; or
  - h) contain advertising or promotional materials, except with respect to the Competition.
8. Each Entrant agrees that any entry shall not be offensive, obscene, derogatory or defamatory in nature, and will be sensitive and respectful to the local culture of the United Arab Emirates, and will adhere to these Rules.

## SELECTION PROCESS AND PRIZES

9. Participants in the Competition are limited to one Entry. Additional Entries will be null and void and the original Entry may be rejected by us. We do not take responsibility for Entries that are lost, delayed, illegible, damaged, corrupted, incomplete, or that do not follow these Rules.
10. The winner of the Competition ("**Winner**") will be selected, in our absolute and sole discretion, among all valid Entries received during the Competition Period by a panel comprising of our representatives. Our decision of the winning Entry shall be final and binding and you agree that you do not have a right to a dispute or claim with respect to the selection of the Winner.
11. The Winner will be announced on or around 72 hours after posting the COMPETITION video from all valid Entries received by the Closing Time. Each Entrant agrees to us using their contact details or their Platform profile/identity to contact them in relation to the Competition. The Winner will be announced on Instagram Platform. The Winner will be contacted by us via the contact details provided in Platform.
12. The prize for winning the Competition (together, the "**Prize**") is as follows:
  - (a) Gift CardsOR
  - (b) Free tickets from participating attractions

Other than as set forth above, we will not be responsible for transport, food and other expenses in Dubai, transport to and from the Winner's departure airport from the country of residence, and/or any other expenses associated with the Prize.
13. We reserve the right to offer an alternative Prize (or any portion thereof), at any time, for any reason, without notice with one of comparable or greater value in our sole discretion. The Prize is non-transferable and no cash alternative will be offered.
14. We will send the Winner a private message through the relevant Platform through which the winning Entry was made. This must be acknowledged within [24 hours] of the time of sending by the Winner replying to the message with acceptance of the Prize, confirmation of their age and place of residency/nationality, and by providing further contact details in order to make arrangements for the Prize. If the Winner does not respond and provide the requested information or fails to meet the eligibility requirements (decided at our sole discretion), the Entrant will be deemed by us as having

relinquished the right to the Prize and we reserve the right to offer the Prize to another eligible Entrant or the Prize may not be awarded.

15. By accepting the Prize, the Winner agrees for us to use their name, nationality, country of residence and image in any Competition announcements and publicity material (including, but not limited to, online material) related to the, including, but not limited to, across media channels and platforms operated by us. In addition, as a condition to receiving the Prize, each of the Winner and Guardian shall be required to: complete/sign our documentation (including consent forms) to provide their written consent to being filmed and photographed by our camera/photo crew over the course of experiencing the Prize and to us using any content created across our various media channels and platforms.

## **INTELLECTUAL PROPERTY RIGHTS**

16. Each Entrant and their Guardian agrees that upon the Entry being received by us, the following shall vest entirely and without exception to us:
  - (a) any copyright, patents, database rights and rights in trademarks, designs, know-how (whether registered or unregistered) including rights over any accompanying words, slogans or catch phrases (“**Intellectual Property Rights**”) arising herein from and related to the Entry.
  - (b) applications for registration, and the right to apply for such registration, for any of the Intellectual Property Rights arising herein from and related to the Entry; and
  - (c) any other right inherently connected with the Intellectual Property Rights of or inherent to the Entry.
17. By submitting an Entry you hereby warrant and represent that such Entry is an original work created by you (or, as appropriate, by a Minor under your control) and does not violate or infringe upon the rights of any third parties, including, without limitation, any Intellectual Property Rights. You agree that you will be liable to Released Parties and indemnify Released Parties for breach of any warranty. (This means that you will be responsible to Released Parties for any loss or damage suffered as a result of your breach of a warranty).
18. The Entrant hereby grants to us an exclusive, royalty-free, transferable, irrevocable, worldwide license in perpetuity to the use the Entry for any purpose including the right to reproduce the Entry and the right to sublicense any or all of those rights to a third party.

19. The Entrant, being the sole owner of the Entry, so far as legally possible under any applicable laws, hereby waives absolutely and agrees not to enforce his moral rights in the Entry.

## **GENERAL CONDITIONS**

20. Our decision in respect of all matters in relation to this Competition is final and no correspondence will be entered into.
21. The Competition is not sponsored, endorsed or administered by, or associated with, any of the Platforms and each Entrant releases the Platforms from any liability in respect of the Competition.
22. Incomplete or indecipherable entries will be deemed invalid. The use of automated devices to enter the Competition is prohibited and any Entry created through such means shall be null and void. We will not have any responsibility of any nature for defects or delays in any transmission, interruptions in service due to system repairs, maintenance or other causes, failures or malfunctions of connections, satellite, network, cable, Internet Service Provider (ISP), phones, phone lines or telephone systems, traffic congestion on the internet, technical or mechanical malfunctions, or other malfunctions or errors, whether caused by equipment, programming, human error or otherwise relating to or in connection with the Competition, including, without limitation, errors which may occur in connection with the administration of the Competition, the processing of entries or emails, the announcement of the Prizes, for any injury or damage to participant's or any other person's computer or other device relating to or resulting from participation in this Competition, or for printing, typographical, human or other errors appearing in these Rules or other Competition-related materials.
23. By submitting an Entry, Entrants agree that:
  - (a) they shall abide by these Rules;
  - (b) we may use (to the fullest extent permitted by applicable law) entrant's name, city and state of residence, photograph, any oral or written statements, footage, and/or likeness for advertising, trade and/or any other purposes in any media now or hereafter known throughout the world in perpetuity, without further compensation, permission or notification;
  - (c) all verifications required by us concerning the entrant's identity;

- (d) any indication of falsified, fraudulent, false, untruthful, incorrect or inexact identity or address of any entrant, may, in our sole discretion, lead to that entrant being disqualified from the Competition;
  - (e) Dubai DET and its affiliates, and any of their respective employees, officers, directors, agents and representatives (the “**Released Parties**”) shall not have any liability and shall be held harmless and indemnified by the Entrant for any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and expenses (including, without limitation, attorney’s fees) of whatsoever nature in relation to the Entrant or any other person or entity, including, without limitation, personal injury or death to Entrant or any other person or damage to personal or real property, arising from or related to this Competition, or due in whole or in part, directly or indirectly, to (i) the acceptance, possession or use of the Prize, (ii) any physical activity, travel or travel-related activity in relation to the Competition or participation in this Competition; and
  - (f) to absolutely and forever release and discharge the Released Parties from, all claims, damages, liabilities, obligations, expenses and causes of action which the entrant may bring and/or could have brought against the Released Parties, which relate to the Competition.
24. To the extent permitted by applicable law, the Released Parties shall not be liable under or in connection with these Rules, the Competition or the Prize for any indirect, special or consequential cost, expense, loss or damage suffered by an Entrant, Winner, Guest or Guardian even if such cost, expense, loss or damage was reasonably foreseeable or might reasonably have been contemplated by the Entrant and/or us and whether arising from breach of contract, tort, negligence, breach of statutory duty or otherwise.
25. Dubai DET takes no responsibility for any damage, injury of any kind whatsoever as a direct or indirect result of Prizes or promotion offered through any of the digital channels of Dubai DET. The Entrants shall at all times indemnify, protect, defend and hold harmless the Released Parties, from and against any claims, demands, obligations, liability, suits, actions, proceedings, judgments, fines, losses, damages, penalties, charges, costs and expenses (including, without limitation, attorney’s fees) of whatsoever nature resulting or arising from the use of Dubai DET’s digital and social media platforms. The Entrants acknowledge and agree that we do not control over, and shall not be responsible or liable for, any content generated by third-party users in connection with the Platforms.
26. We reserve the right, in our sole discretion, to void any Entries and disqualify such Entrants whom we believe (in our discretion) have attempted to tamper with or impair the administration, security, fairness or proper play of the Competition and/or who are in violation of these Rules.

27. These Rules are governed by the laws of the United Arab Emirates, as applied in the Emirate of Dubai, and any disputes will be subject to the exclusive jurisdiction of Dubai courts.