

TERMS AND CONDITIONS – TICKETS PURCHASE

DEFINITIONS

The below mentioned definitions apply only to these Ticket Terms and Conditions unless otherwise defined elsewhere:

AED means the currency of the United Arab Emirates.

Affiliates means any entity that directly or indirectly controls, is controlled by, or is under common control with DMCCA.

Authority means any local, regional, territorial, free zone, municipal government, ministry, governmental department, commission, board, bureau, agency, instrumentality, executive, utility provider, judicial or administrative body in the UAE, the Emirate of Dubai or the DMCCA.

DMCCA means the Dubai Multi Commodities Centre Authority, governed by Law No. (3) of 2020.

Event Organiser means the organiser of a particular Event, DMCCA and/or its Affiliates from time to time.

Event means any event, activity or function held or to be held at the Venue (other than purely private events, activities or functions).

Intellectual Property Rights means patents, utility models, rights to inventions, copyright and neighbouring and related rights, branding, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), slogans and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Laws means all legislation, decrees, resolutions, acts, statutes, ordinances, rules or regulations, directives and other orders, treaties, by-laws, codes of practice and other subordinate legislation, of any Authority.

Privacy Policy means DMCC Privacy Policy available on <https://www.dmcc.ae/privacy-policy>.

Ticket refers to any ticket, pass, wristband, lanyard, card, permission credential and/or other document or thing issued by the Event Organiser which permits entry to the Venue for an Event.

Ticket Terms and Conditions means these Ticket Terms and Conditions as set out in this document as may be amended, modified or supplemented from time to time, including, but not limited to publication on the website www.dmcc.ae

Ticket-holder means any person who purchases or holds a Ticket for an Event.

UAE means the United Arab Emirates.

VAT means value added tax as defined by Federal Law by Decree No. 13 of 2016.

Venue means the venue at which the Event is held.

Website means the official website, www.dmcc.ae

INTERPRETATION

These Terms and Conditions apply to the purchase of Tickets for any Event organised by the Event Organiser.

For the purposes of these Ticket Terms and Conditions, except to the extent that the context otherwise requires:

words utilising the singular shall include the plural and vice versa;

words importing a specific gender shall include the other genders (male, female or neuter);

the headings are for convenience only and do not affect interpretation;

any reference to conduct includes an omission, statement or undertaking, whether or not in writing;

a reference to a "Clause" is a reference to a clause of these Ticket Terms and Conditions;

a reference to a document includes all amendments or supplements to that document, or replacements or notations of it; and

whenever the words "include", "includes" or "including" (or similar terms) are used in these Ticket Terms and Conditions, they are deemed to be followed by the words "without limitation".

GENERAL CONDITIONS

It is the Ticket-holder's responsibility to read, understand and comply with these Ticket Terms and Conditions.

These Ticket Terms and Conditions should be read in conjunction with the Privacy Policy. The Ticket-holder may be subject to additional applicable terms and conditions of the Event Organiser, which can be found under the terms and conditions applicable to any specific Event.

Tickets are issued by the Event Organiser, whose details will be made available on the Ticket where reasonable to do so, otherwise details shall be available upon request to the Event Organiser.

Tickets are the property of the Event Organiser and must be returned to the Event Organiser and/or its representatives upon request.

By purchasing a Ticket, each Ticket-holder is deemed to have accepted and understood as binding on them, these Ticket Terms and Conditions, the Privacy Policy and any accompanying obligations and responsibilities. Any Ticket-holder who breaches these Ticket Terms and Conditions may be liable for legal action, refusal of entry to the Venue and/or expulsion from the Venue.

These Ticket Terms and Conditions apply to both the original purchaser of the Ticket and their guests, where applicable.

The Event Organiser reserves the right, with reasonable cause (which includes failure to comply with any of these Terms and Conditions) to refuse entry to any Ticket-holder(s) or remove any Ticket-holder(s) from the Venue.

Each person attending an Event must hold a valid Ticket, regardless of their age.

Each Ticket-holder is solely responsible for complying with all immigration, customs and legal requirements of any relevant authority for entry into the United Arab Emirates and the Emirate of Dubai (including, but not limited to, obtaining an entry visa or permit of any kind). In relation to an Event, no exchanges, refunds or replacements of Tickets will be given to a Ticket-holder for failure to comply with such requirements or his or her inability to obtain (or his or her denial, cancellation, expiration or revocation of) an entry visa or permit, for any reason whatsoever. Each Ticket-holder is advised to review all immigration, customs and legal requirements for entry into the United Arab Emirates and the Emirate of Dubai prior to purchasing any Ticket(s) for an Event.

Each Ticket-holder agrees to indemnify the Event Organiser, DMCCA and/or the Affiliates for any and all damage, loss, liability or injury that those parties suffer or may suffer as a result of the Ticket-holder(s)' failure to comply with these Ticket Terms and Conditions.

Each Ticket-holder agrees that all personal information will be processed by the Event Organiser in accordance with its Privacy Policy.

Any filming, photography and recording which has been authorized by the Event Organiser may be carried out at the Venue from time to time and the visitor consents to (i) being included in such films and recordings and (ii) the use, reproduction, storage, distribution and broadcasting of such films, photographs and recordings (including any copies made) without payment or notice, as per applicable Laws.

Children under fourteen (14) must be accompanied by an adult aged 21 or over and all attendees must have a valid Ticket.

Any Ticket's purchase is exclusive of value added tax (**VAT**), unless explicitly indicated otherwise. If any tax or VAT is imposed on Ticket's purchase, the consideration for the said Ticket shall be increased by the quantum of tax or VAT applicable.

RESTRICTIONS AGAINST TICKET ON-SELLING AND UNAUTHORISED TICKETS

Tickets purchased are for the Ticket-holders own personal use and are strictly non-transferable, unless provided otherwise for a specific Event. No Ticket shall be sold or offered for sale for any form of fee or reward without the prior written consent of the Event Organiser.

Each Ticket-holder must not, without the prior written consent of the Event Organiser, resell, transfer (for commercial or personal gain) or distribute any Ticket(s) for an Event (above their face value), or purchase or obtain Ticket(s) from or through any commercial agent or company other than the Event Organiser.

Ticket(s) may not be used for advertising, promotion, trade incentives or other commercial purposes including, but not limited to, raffles, contests, sweepstakes, prizes, lotteries or drawings to enhance

the demand for other goods and services or packaged with hospitality or other products without the express written consent of the Event Organiser, which may attach any conditions it sees fit. Such consent may be withheld at the Event Organiser's sole and absolute discretion.

The Event Organiser reserves the right to cancel any Ticket purchases by a customer who the Event Organiser reasonably believes to be associated with any ticket reseller or secondary ticketing website.

Any Ticket(s) purchased, sold or used in contravention with these Ticket Terms and Conditions will be deemed void and may result in the following:

denial of entry to the Venue;

expulsion from the Venue;

confiscation and/or cancellation of Ticket with no refund; and/or

legal action.

No refunds or compensation of any kind will be offered to Ticket-holders as a result of the Event Organiser taking any of the steps outlined in this clause 4.

TICKET SALES AND FULFILMENT FOR EVENTS

Tickets for Events may only be purchased from the Website or any authorised outlets as may be authorised by the Event Organiser from time to time.

Tickets will be sold on a first come – first served, best seat basis, subject to availability.

Ticket-holders are advised to check their Tickets upon receipt, as mistakes cannot always be rectified. Ticket-holders should contact the Event Organiser at events@dmcc.ae immediately upon receipt if there is a mistake.

For all Events, full payment (including any applicable booking/administration fee and value added tax) is required at the time of booking. If insufficient funds are available or if payment cannot be completed in full the transaction will not be completed and will be voided.

For certain Events, the Event Organiser may specify a maximum number of Tickets that can be purchased by any one individual.

Methods of collection and/or delivery will be available at the time of purchase.

For certain Events, the Ticket-holder may be asked to present the debit/credit card used for the purchase and/or photographic ID in order to gain entry to the Venue. Failure to provide the relevant debit/credit card and/or ID may result in Ticket-holders being refused entry to the Venue in the Event Organiser's sole and absolute discretion. No name changes or letters of authorization will be accepted in lieu of the relevant debit/credit card and/or ID under any circumstances.

Unless specifically stated, Ticket prices do not include any goods or any services other than entry to the Venue and/or attendance at the particular Event.

TICKET REFUNDS, EXCHANGES AND REPLACEMENTS

Unless otherwise specifically stated, a Ticket cannot be refunded or exchanged after purchase (under any circumstances) including but not limited to:

variations in the Event programme or conveniences;

any circumstances beyond the reasonable control of the Event Organiser, including but not limited to adverse weather conditions, natural disasters, acts of God, actions of government or state (including any period of declared national mourning or holiday for the Emirate of Dubai), act of any third party that is out of the control of the Event Organiser, war, pandemics, terrorism, civil commotion or insurrection, threats or labour disputes of whatever nature;

a change in a Ticket-holder's personal circumstances; or

the inability or failure of a Ticket-holder to enter the United Arab Emirates or the Emirate of Dubai due to his or her inability to obtain (or his or her denial, cancellation, expiration or revocation of) an entry visa or permit, for any reason whatsoever.

The Event Organiser may (at its sole absolute discretion) refund the face value of the Ticket to the original purchaser if:

the Event is cancelled in its entirety and cannot be re-scheduled; or

the dates of the Event are changed after they have been confirmed and the relevant Ticket-holder has confirmed in writing to the Event Organiser that they do not wish to attend the Event on the re-scheduled dates; or

the Ticket-holder is unable to attend the Event as a result of a recognised medical condition (including but not limited to being positive for COVID-19) subject to presentation of a valid medical report and/or a medical certificate; or

the Ticket-holder is entitled to a refund as per UAE law.

Subject to clause 7.1 and 7.2 above, any refunds can only be processed using the form of payment originally used, i.e. credit card refund on credit card purchase or cash refund on a cash purchase. Any refunds will be processed within 14 working days and credit card refunds may take between 3-5 business days to process following completion of the refund request.

The original Ticket must be returned by the Ticket-holder to the Event Organiser as soon as possible (or as otherwise notified to the Ticket-holder) to obtain a refund. The Event Organiser is not liable for any loss or damage that is incurred by a Ticket-holder as a result of an Event (or any part of an Event) being cancelled, postponed or changed.

The Event Organiser is not obliged to replace Tickets under any circumstances, regardless of damage.

For the avoidance of doubt, in respect of a Ticket for which monetary consideration has not been paid, no refund or other costs will be paid or payable to the holder of such Ticket pursuant.

The Event Organiser will not be liable to the holder of a Ticket for any loss or damage, whether direct or indirect, suffered as a result of the Event (or any part thereof) being cancelled, postponed or changed.

The Event Organiser accept no responsibility for stolen or counterfeit Tickets purchased or obtained through unauthorised sources. Ticket-holders who are found to be in possession of Ticket(s) that are counterfeit or have been reported as lost or stolen will be denied entry or expelled from the Venue and may be liable to legal action.

SECURITY, CONDUCT AND ATTENDANCE

By purchasing a Ticket, each Ticket-holder agrees to comply with:

all terms and conditions displayed at the entrance to the Venue and any other terms and conditions displayed in or around the Venue or otherwise notified to you from time-to-time;

these Ticket Terms and Conditions;

the Privacy Policy;

the security arrangements, notices, requests or announcements displayed or given by the Police, security personnel or agents representing the Event Organiser, DMCCA or its Affiliates, including, without limitation, all directions or notices relating to access and security at the Event;

all laws and regulations of the United Arab Emirates;

requests of the Event Organiser, DMCCA or agents of DMCCA or any of its Affiliates with regards to the activities of DMCCA, the Events and/or the use or occupancy of the Venue.

ACCESS AND ENTRY

Each Ticket-holder is only permitted to access the open areas of the Venue and must not enter any of the restricted areas designated by the Event Organiser, DMCCA or any of its Affiliates.

The Event Organiser may require that Ticket-holders under twenty-one (21) years of age be accompanied and supervised by his or her parent or guardian. At such times, each parent or guardian must also:

be in possession of a valid Ticket if attending an Event;

be responsible for the care, conduct and supervision of such minor persons at all times; and

must keep them within sight at all times, particularly within the vicinity of the Venue.

After entry to the Venue has been granted to a Ticket-holder on a particular Event day, Tickets are non-transferable for that Event day. Each Ticket-holder must be in possession of a valid Ticket at all times and present it upon entry to the Venue and upon request for inspection at any time, any failure to do so may result in the expulsion of a person from the Event (in the Event Organiser's sole discretion). A Ticket is only valid for one admission to the Event and a Ticket-holder shall not be granted re-admission to the Event unless advised otherwise in the absolute discretion of the Event Organiser or its agents/representatives.

No person will be admitted to the Event without a Ticket. The Event Organiser reserves the right to refuse entry to a person for an Event who is not in possession of a valid Ticket and may ask that person to leave the Event.

The Event Organiser reserves the right to charge a fee for the replacement of Tickets. The Event Organiser reserves the right not to replace Tickets that are lost, stolen, counterfeit, damaged or unreadable.

Latecomers will only be admitted to the Event at a suitable break in the performance and/or at the sole discretion of the Event Organiser or its agents/representatives.

ALTERATIONS TO EVENTS

The Event Organiser reserves the right, without notice, to add, withdraw, reschedule or substitute any particular person, group, act, team or personality from an Event, to amend Ticket prices, seating arrangements and audience capacity whether advertised or not and whether expected to be in the Event or not.

The Event Organiser is not liable to Ticket-holders for any changes in the participants or format of, or any other element of an Event arising from the arrangement of a substitute event.

The Event Organiser is the exclusive distributor of Tickets for Events and other entities (the actions of whom are not controlled by the Event Organiser) may elect to cancel, postpone or change the date and time of an Event and the Event Organiser is not responsible or liable to Ticket-holders for any loss or damage, whether direct or indirect, that is incurred as a result of an Event (or any part of an Event) being cancelled, delayed, postponed or changed.

The Event Organiser provides no warranty, guarantee, promise of any nature regarding the date and time of a particular Event and cannot warrant, guarantee or promise that an Event will not be cancelled, delayed, postponed or changed. Where an Event is cancelled, delayed, postponed or changed, the Event Organiser provides no warranty that the Ticket-holder will be informed prior to the scheduled commencement of the Event and Ticket-holders should check before travelling to an Event that it has not been cancelled or rescheduled.

The Event Organiser is not responsible for the actions of performers/promoters. The Event Organiser is not liable for the actions, omissions, material, merchandise, statements and/or content provided/performed during an Event.

Neither the Event Organiser, DMCCA nor its Affiliates shall be liable to any Ticket-holder(s) for any loss or damage, whether direct or indirect (including, but not limited to, travel and accommodation costs), that is incurred as a result of an Event (or any part of an Event) being cancelled, postponed or changed.

MISCELLANEOUS

Amendments or variations of these Ticket Terms and Conditions are only valid and binding if made or confirmed by DMCCA in writing which includes publication of the amended Terms and Conditions on the Website.

Each of the provisions of these Ticket Terms and Conditions is severable from the other(s). If any provision or part of a provision is or becomes invalid, unenforceable or illegal in any respect, such provision or part of such provision will, to the extent that the term is invalid, be deemed not to form

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part of these Ticket Terms and Conditions. The remaining provisions or parts of such provisions will not be invalidated in any way.

These Ticket Terms and Conditions are in English. In the event these Terms and Conditions are translated into any other languages and there is any inconsistency between the translated version and the English version of these Ticket Terms and Conditions, the English version shall prevail.

Any Ticket-holder should contact the Event Organiser at events@dmcc.ae for any assistance.

GOVERNING LAW & JURISDICTION

These Ticket Terms and Conditions are governed by and construed, performed and enforced in all respects in accordance with the Laws as applicable in the Emirate of Dubai, UAE.

Any dispute arising out of or in relation to these Terms and Conditions will be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai, United Arab Emirates.

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