

Wafa Terms and Conditions

Preamble

'Wafa' is the exclusive loyalty program launched by 'aswaaq', a limited liability company registered with the Dubai Economic Department under license no. 587424, and having trade address at [aswaaq –Al Mizhar Branch]. It offers 'aswaaq' Customers several benefits such as cash back on monthly purchases, promotions, special prices, etc. Enrollment in Wafa Program is free of charge, is accepted at all 'aswaaq' supermarkets.

Article 1: Joining the Program

1. A customer becomes a member as soon as (s) he fills in the required information at the registration counter in the supermarket or through the 'aswaaq' website.
2. By completing the registration process the customer confirms that all registered information is correct and accurate and that the customer is at least 21 years old.
3. A member is fully responsible for the safety and security of his own account and pin number. aswaaq will, in no way, be held responsible if they are misused in any manner or utilized by any other person.
4. The use of 'aswaaq' 'Wafa' loyalty program signifies the unconditional acceptance of the terms and conditions specified herein; the member acknowledges having read and accepted these terms at the time of 'Wafa' loyalty program registration.

Article 2: General Terms

'Wafa' loyalty program is a property of 'aswaaq' LLC, which reserves the right to amend its terms and conditions at any time, as well as to cancel the account without prior notice. Such amendments will be announced on 'aswaaq's website and an email will be sent to the registered email addresses of all customers.

'aswaaq' reserves its rights to cancel the membership of any customer who violates the terms and conditions mentioned herein or any other terms of 'aswaaq'.

Article 3: Wafa Benefits

- Up to 10% cash back on the monthly cash purchases
- Earning points and redeeming them in future purchases
- Instant discounts
- **Exclusive promotions and offers for 'Wafa' members**
- Loading points and using them in purchases
- Transferring '**Wafa**' points from one account to another
- Donating points to charity organizations
- Receiving monthly statements by email
- Accessing statements online at www.aswaaq.ae
- Receiving newsletter and offers through e-mail
- **Enjoying the privileges of 'Wafa' smart application**

Article 4: Earning Points:

1. **Customers should present their 'Wafa' number or mobile number to the cashier before their transactions are processed.**
2. A Wafa Member earns one point for each Dirham spent in any '**aswaaq**' supermarket, except for the exclusions mentioned herein at Article 6 of this terms and conditions. In case of refund and/or return of the purchased items, points earned will be reduced subsequently.
3. **Points are generally credited to the Member's Account on the 7th day of the next Gregorian month that follows the month of spending.**

Article 5: Extra Points

1. A Wafa Member can earn extra points upon cash payment or Wafa Points redemption as follows:
 - If the monthly eligible cash purchases are greater or equal to AED 3,000, the member will be entitled to **10 'Wafa' points for each 1 AED spent.** (10% cash back on purchases).
 - If the monthly eligible cash purchases are greater or equal to AED 1,500 and less than AED 3,000 the member will be entitled to **5 'Wafa' points for each 1 AED spent** (5% cash back on purchases).

- If the monthly eligible cash purchases are less than AED 1,500, the member will be entitled to **One 'Wafa' point for each One AED spent (1% cash back on purchases)**
- If the total value of a bulk purchase is AED 500 (applies to one item) in one month, then the above calculations will apply.
- Points out of Bulk Purchases will be calculated as follows:
 - If the total value of the purchases exceeds AED 500 per item in one month, the points will be doubled for the amounts till AED 500 as mentioned **above, while the amounts more than AED 500 will earn only 1 'Wafa' point for each 1 AED spent.**

Example:

Monthly Eligible Cash Purchases (AED)	Wafa Points per Dirham	Gained Wafa Points	Monthly Cash Back (AED)
3,300	10	33,000	330
1,600	5	8,000	80
1,300	1	1,300	13

*Exchange of Wafa Point value is 1 fils (100 points = AED 1). 'aswaaq' reserves the right to change the exchange rate any time without prior notice.

2. A Wafa Member paying through Credit Card, Debit Card, or any other payment facility than Cash or Wafa Points shall be eligible to 8% - 3% - 1% extra points instead of 10% - 5% - 1%.
3. A Wafa Member using Noor Wafa Credit Card shall be eligible to 11%, 6%, and 1% instead of 8%, 3%, and 1%.

Article 6: Excluded Items:

1. **'Wafa' points are not awarded for purchases of telephone cards (both SIM and prepaid), NOL, Salik, Gift Vouchers, charity donations, paying bills, paying airline tickets, and loading 'Wafa' points.**
2. **'Wafa' points are not awarded for any purchases made through redemption of Gift vouchers.**
3. **'Wafa' members are not redeemable for the points during in-store promotion or/and selected promotional items.**

Article 7: Points Redemption:

- A Wafa Member is entitled to redeem available Wafa Points in his account by providing his Wafa Number or mobile number to the cashier at the time of purchase, the pin number will be requested before completion of the transaction.
- A Wafa Member is entitled to en-cash Wafa Points between 12th and 22nd of each month. **A valid UAE Emirates ID, 'Wafa' number and pin number will be required and a receipt will be issued for each redemption.**
- Cashback should be in multiples of AED 100.
- Points redeemed/en-cashed **will be immediately deducted from the member's account.**
- A Wafa pin number can be reset through the Call Center by sending an SMS to the registered mobile number against deduction of 10 points from the **customer's account (10 points have an allocated value of 10 fils)**
- 'aswaaq' reserves the right to change the redemption and/or encashment options at any time and without prior notice AND EACH AND EVERY Wafa MEMBER IS DEEMED TO HAVE EXPRESSLY CONSENTED TO THIS REQUIREMENT UPON APPLYING FOR A Wafa MEMBERSHIP.

Article 8: Loading Points

- A Wafa Member can load cash to any Wafa account through any cashier at 'aswaaq' supermarkets.
- **A 'Wafa' number is required to complete the transaction.**
- For every one Dirham loaded, the member will get 100 points.
- Loading is accepted for any amount (starting from 1 fil).
- Only cash is accepted to load Wafa Points.
- Credit loaded during week days will be reflected in the customer account balance within 24 hours, while credit loaded during weekends will be reflected by second business day following the weekend or public holiday.
- Customers can redeem their loaded points after 24 hours starting from the loading date and can redeem cash for the loaded points between the 12th and the 22nd of every month.

Article 9: Points Transfer:

- Members can transfer any amounts of balance points to any other Wafa account by filling a form through any customer care counter at any 'aswaaq' supermarkets.
- **The owner of the account has to verify his 'Wafa' number and his UAE Emirates ID in order to transfer points to the other account.**
- The transfer will be reflected in the account balance within 72 hours.

Article 10: Statement of Account:

- A monthly statement will be issued to each member through the registered email address. Members can access the monthly statement through dedicated website www.aswaaq.ae
- ANY DISCREPANCIES SHOULD BE NOTIFIED TO 'aswaaq' WITHIN 7 DAYS FROM THE RECEIPT OF THE E-STATEMENT; OTHERWISE, 'aswaaq' SHALL CONSIDER THE STATEMENT ACCURATE AND DULY VERIFIED BY THE CONCERNED MEMBER.

Article 11: Points Expiry

- Points are valid for 24 months; points not redeemed or en-cashed within this period will expire.
- Expired points cannot be claimed back.
- Expiration of points by Wafa to the member is binding and cannot be challenged unless manifest error by Wafa.

Article 12: Instant Discounts

- 'aswaaq' may announce special discounts for Wafa members from time to time.
- **The member must give 'Wafa' number or his mobile number at the cashier to obtain the discount.**
- Discounts are only valid during the promotion period.
- Discounted products, discount percentage and/or products prices might vary from time to time.
- Items on discount will be returned only at the discounted purchase price.

Article 13: Data Collection, Retention, and Use

Certain information is essential to help 'aswaaq' understand its customers' needs, wants and demands, and to improve the quality of its services and products.

Therefore, 'aswaaq' reserves the right to collect the following information:

- Information provided to us on the membership application, and any other information provided by the member through any source of communication.
- Transaction information at any 'aswaaq' supermarket and/or participating stores.

'aswaaq' retains the information you provide while your membership is active or as needed to provide you the Services. 'aswaaq' may retain your information even after you have cancelled your membership if retention is reasonably necessary to comply with its legal obligations, meet regulatory requirements, prevent fraud and abuse, or enforce this Privacy Policy and its Terms. Further, it may retain information, for a limited period, if requested by law enforcement

You hereby authorize 'aswaaq' to provide you with personalized greetings on special occasions, seek feedback from you on products and services in addition to providing you with the following:

1. Latest promotions and offers.
2. Personalized customer service.
3. Online access to the statement of account.

Article 14: Limitation of Liability:

AWAAQ IS EXPRESSLY EXEMPTED FROM ANY LIABILITY RELATED DIRECTLY OR INDIRECTLY TO THE USE OF THIS PROGRAM, IT IS ALSO EXEMPTED FROM ANY ILLEGAL USE, FRAUDULENT USE, OR ANY VIOLATION OF THESE TERMS AND CONDITIONS AND THE MEMBER IS DEEMDED TO EXPRESSLY CONSENT TO THIS AND OTHER TERMS UPON APPLICATION.

Article 15: Dispute Resolution and Jurisdiction of Law:

This program shall be governed in accordance with the laws of UAE.

Any dispute that arises from the application of these terms and conditions or any other terms and conditions shall be referred to the Customer Service through call center 800'aswaaq(279227) or email (wafa@aswaaq.ae); in the event that such dispute is not resolved amicably, the dispute shall be referred to the small claims tribunal at DIFC.