

## **Terms & Conditions: Emirates NBD Skywards Visa Debit Card and Account and Services**

These Terms and Conditions (hereinafter referred to as the “**Terms**”) governs the Emirates NBD Skywards Visa Debit Card Programme and Emirates NBD Skywards Savings Account to earn and redeem Skywards Miles and earn interest rates. These Terms are applicable over and above the General Terms and Conditions of Accounts and Banking Services for Emirates NBD Bank PJSC which shall apply and be read in conjunction with these Terms.

By applying for or using the Emirates NBD Skywards Visa Debit Card and Emirates NBD Skywards Savings Account, you commit yourself to comply with all of the Terms set out herein and are deemed to have already read, understood and accepted every Term.

“**Account**” means the Emirates NBD Skywards Savings Account

“**Account holder**” means the Emirates NBD Skywards Savings Account holder

“**Average Monthly Balance**” means the summation of each day-end balance in Emirates NBD Skywards Savings Account for each month divided by the number of calendar days for that month

“**Bank**” means Emirates NBD Bank P.J.S.C or any of its affiliates or subsidiaries

“**Card**” means the Emirates NBD Skywards Visa Debit Card

“**Card Member**” means the Emirates NBD Bank Skywards Visa Debit Cardholder

“**Retail Spend(s)**” means the card transaction(s) successfully charged to the Emirates NBD Skywards Visa Debit Card and posted on the Bank’s systems but excludes the exclusions set out.

“**Digital Card**” means the Emirates Skywards Digital Card

“**Emirates Skywards Membership Account**” means the account held by an Emirates Skywards Member in the Emirates Skywards Programme.

“**Emirates Skywards Member**” means a member of the frequent flyer programme

“**Emirates Skywards Profile**” means the frequent flyer programme operated by Emirates Airlines on behalf of itself

“**Emirates Skywards Programme Rules**” means the rules of the Emirates Skywards Programme set out on [www.emirate.com](http://www.emirate.com) and as amended from time to time by Emirates in its absolute discretion

“**Skywards Miles**” means the credits awarded by Emirates to the account of an Emirates Skywards Member in accordance with the Emirates Skywards Programme Rules

“**Partner**” means Emirates Skywards

“**Retail Spend(s)**” means the card transaction(s) successfully charged to the Emirates NBD Skywards Infinite Debit Card and posted on the Bank’s systems but excludes the exclusions set out

“**Statement**” means the Account and Card statement

“**Terms**” means these terms and conditions

### **Emirates Skywards membership conditions**

1. If you are already an Emirates Skywards Member, it is your responsibility to enter your existing membership number when applying for the Card. Please note the Emirates Skywards Membership number you give us must be for an Emirates Skywards Membership in your name.
2. If you are not an existing Emirates Skywards Member, your personal information will be shared by the Bank with the Partner to enrol you in the Programme and to credit the Skywards Miles into your Emirates Skywards Profile. An email confirmation of your membership enrolment will be sent with instructions on how to view and download your Digital Card.
3. The Card entitles you to Emirates Skywards Silver membership. The Emirates Skywards Silver tier membership status is granted at the sole discretion and agreement of the Emirates Skywards programme and subject to the

Emirates Skywards Programme Rules. Please allow up to 21 days from Card approval to be enrolled or upgraded to Emirates Skywards Silver tier membership. An email confirmation of your membership status will be sent with instructions on how to view and download your Digital Card.

4. If you are an existing Emirates Skywards Silver tier member, your Silver membership will be extended. If you are an Emirates Skywards Gold or Platinum tier member your tier status will not be affected.
5. All Emirates Skywards Members are governed and bound by Emirates Skywards Programme Rules. Please refer to [www.emirates.com](http://www.emirates.com) for details.

## Emirates NBD Skywards Infinite Debit card

### 1. Earning of Skywards Miles

- 1.1. As a Card Member, you will earn Skywards Miles for all Retail Spends on your Card in accordance with these Terms.
- 1.2. Skywards Miles earned will be calculated at the end of each calendar month and will be automatically credited to your Emirates Skywards Membership Account.
- 1.3. **Eligibility for earning Skywards Miles** - You will earn Skywards Miles for all Retail Spends made on the Card based on the Average Monthly Balance in your Account in a calendar month and only after activating the Card.
- 1.4. **Regular Skywards Miles** are offered on domestic and international Retail Spends posted on the Statement during the Statement cycle.
- 1.5. **Bonus Skywards Miles** are incremental Skywards Miles on top of the Regular Skywards Miles from promotions launched by the Bank from time to time offered whether on its own or through Emirates Skywards or other third parties. Such promotional offers will be governed by the Terms and Conditions of the promotion, over and above these Terms, and will be communicated at the time of launch of such offers.
- 1.6. **Introductory Bonus Skywards Miles** - as a limited offer, from time to time Card Members may be eligible to receive Bonus Skywards Miles at the time of joining. If applicable, details of the number of Bonus Skywards Miles offered will be mentioned at the time of application and/or in the Benefits and Features Guide (with the welcome pack). The introductory Bonus Skywards Miles are transferred to the Emirates Skywards Membership only on the payment of the applicable joining fee/annual membership fee (the "**Fee**"). The Fee will be billed in the first Statement generated after the card account is set up. Bonus Skywards Miles offer, if applicable, is available only in the first/joining year of the Emirates Skywards Membership setup and the offer is not available for the subsequent year/s or on renewal. Bonus Skywards Miles may not be offered again for renewed or replaced Cards.
- 1.7. The Skywards Miles earning rate is determined based on your Average Monthly Balance and the details are mentioned in the Benefits and Features Guide provided related product page and/or communicated through other means by the Bank. You will not earn Skywards Miles on spending if the minimum Average Monthly Balance is not met. Any change in the earn rate will be communicated by the Bank from time to time and will be updated on the related product page on the Bank's website.
- 1.8. Retail Spends not eligible to earn Skywards Miles include, but are not limited to, cash withdrawals, fees and charges paid on the account including, but not limited to, joining fees, annual membership fees; transactions conducted at Exchange Houses and utility bill payments made through the Bank's Banknet Online & Mobile Banking and/or by utilizing any other payment channel provided by the Bank with purchase of savings certificates, bonds and other debt instruments with transactions that the Bank decides are disputed, erroneous, unauthorized, illegal and/or fraudulent.
- 1.9. The Bank reserves the right to amend the list of ineligible earnings and transactions from time to time at its discretion. The Bank's decision as to what constitutes an eligible earning shall be final and conclusive.

Skywards Miles will be reversed/netted off from future earning for reversed transactions and chargeback cases.

- 1.10. The Bank may decide to offer Skywards Miles differentially for different categories of spend and/or limit awarding Skywards Miles on select categories of merchants. The Bank will communicate such Skywards Miles earning structure in advance through the Bank's website, statement of account, etc. Award of Skywards Miles for such categories will be based on "Merchant Category Codes" as defined by Visa/MasterCard. In case of any dispute, the Bank's decision as to Merchant Category Code for a merchant establishment will be final and binding.
- 1.11. All Skywards Miles earned for spends on supplementary cards will be transferred to the Emirates Skywards Membership Account of the Card Member.
- 1.12. The Bank reserves the right to change the earn rate of Skywards Miles or the maximum allowed limit on the Skywards Miles or the Average Monthly Balance required to be maintained without prior notice. All Skywards Miles related calculations will be based on a conversion rate at US\$1 = AED 3.672. The Bank also reserves the right to change the conversion at any given time and/or without prior notice. The Bank reserves the right to disqualify the Card Member from further participation in Emirates NBD Skywards Debit Card Programme, if in the Bank's sole judgment, the Card Member has in anyway violated the rules and conditions therein, or has violated the Terms and Conditions attached to the Card, suspension and disqualification will lead to forfeiture of all Skywards Miles earned, if any.
- 1.13. The maximum Skywards Miles which can be earned in a single calendar month will be capped. The cap on Skywards Miles earned will be based on the account balance equal to the Bank assigned limit, or the specified limit on the Card, whichever is lower. The cap amount details are mentioned in the Benefits and Features Guide provided, related product page and/or communicated through other means by the Bank.
- 1.14. The Card issued under these Terms is intended for personal use to conduct retail transactions. Use of the Card for commercial transactions (any transaction other than personal retail transactions) shall not entitle the Card Member to earn Skywards Miles for those transactions. The Bank reserves the right to qualify transactions as commercial at its sole discretion. The Bank's decision in such respect shall remain final and binding.

## **2. Transfer of Skywards Miles to Emirates Skywards Membership Account and Skywards Miles Redemption**

- 2.1 All Skywards Miles earned on the Card will be transferred to the Card Member's Emirates Skywards Membership Account within 3 weeks from the Statement date for the respective Statement period. Transfer of Bonus and Introductory Bonus Skywards Miles are done on dates as specified in the Terms and Conditions of the promotion.
- 2.2 The Bank shall remain entitled to set Skywards Miles transfer thresholds so as to enable Skywards Miles transfer to a Card Member's Emirates Skywards Membership Account only once such threshold is met. Such transfer thresholds shall be set by the Bank using its sole discretion and may be subject to change from time to time. The Bank shall retain the right to cancel the transfer of Skywards Miles to the Card Member's Emirates Skywards Membership Account and/or forfeit the same in the event that such Card Member has not provided the outstanding amount(s) pertaining to Card usage. Furthermore, the Skywards Miles transfer thresholds shall need to be fulfilled within the time frame specified by the Bank in order to entitle the Card Member to request transfer of the same to the Card Member's Emirates Skywards Membership Account. Failing the ability of the Card Member to fulfil the threshold set within such timeframe shall entitle the Bank to forfeit the Skywards Miles earned during such timeframe.
- 2.3 The Card Member's Emirates Skywards Membership Account or Card should not have any block to be eligible to receive any Skywards Miles. No transfer/credit of Skywards Miles will be done in retrospective effect if the Emirates Skywards Membership Account or Card has been returned to normal after being blocked.
- 2.4 Skywards Miles Statement - Skywards Miles awarded will be directly transferred in the Card Member's Emirates Skywards Membership Account and can be viewed online by logging into Emirates NBD Online and Mobile Banking and their Emirates Skywards Membership Account.

- 2.5 Skywards Miles accrual into the Emirates Skywards Membership Account is automatic and cannot be controlled on select basis. The redemption of the Skywards Miles is available only through the Emirates Skywards Programme, and is governed by the Emirates Skywards Programme Rules.
- 2.6 All Skywards Miles earned or received by the Card Members on the Card are transferred to the Card Member's Emirates Skywards Membership Account during every Statement cycle. The validity of the Skywards Miles is as per the applicable Emirates Skywards Programme Rules.
- 2.7 Skywards Miles are not exchangeable for cash.

#### **Emirates NBD Skywards Savings Account**

1. Subject to the Bank's sole discretion, the Bank may open Accounts which offers the Card.
2. The Account is denominated in United Arab Emirates Dirham (AED) currency only.
3. Only one Primary Card will be issued to Account holder. In case of joint account, the joint Account holder can opt for a Supplementary Card.
4. Account holder will only be issued a Card which is link to the Account.
5. The interest rate applicable to the Account shall only be available at the Bank's website and shall be subject to change without further notice to the Account holder. The interest payable on the Account will be computed and credited in the Account holder's Account in line with the product features as applicable and as determined by the Bank from time to time. Subject to the Bank's sole discretion the interest rate, tiers, balance requirements, crediting cycles, and any other features of the Account are subject to change at any time without any notice.
6. Account holder understands that no cheque book will be issued for this Account.
7. Existing account holders of other Emirates NBD savings accounts cannot convert such accounts to this Account and to avail of the Account, you are required to open it as a new account.

#### **Additional Terms**

1. The Bank reserves the right at any time, to change the Terms and the qualifying services and/or to suspend or terminate the Programme notwithstanding that such change may result in reducing or extinguishing the number or value of, or the period or expiry of, any existing or future Skywards Miles. Whilst the Bank shall make every endeavour to notify you of such changes, it cannot be held liable to do so.
2. The Bank shall not be liable if it is unable to perform its obligations under these Terms, due directly or indirectly to the failure of any machinery or communication system, interruption, delayed transmission, mechanical or technical failures, power failures, malfunction, incorrect data transmission, breakdown, inadequacy of equipment, industrial dispute, war or act of God, or anything outside its control. Nor shall the Bank be responsible for any delay by merchants in transmitting evidence on any Card Transaction.
3. If at any time a dispute arises in connection with either the Programme or these Terms, the Bank's decision in connection with the same shall be final and binding.
4. In the event of a conflict between the General Terms and Conditions of Accounts and Banking Services for Emirates NBD Bank PJSC and these Terms, the General Terms and Conditions of Accounts and Banking Services shall prevail.
5. All charges, commissions and fees are exclusive of Value Added Tax or any other similar sales tax (VAT). The Card Member hereby agrees to pay an amount in respect of any applicable VAT.

6. General banking services such as but not limited to standing instructions, telegraphic transfer, internet banking services and mobile banking services will be applicable to the Card Member and Account holder.