

## Terms & Conditions

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE PARTICIPATING IN THE PROMOTION.

BY PARTICIPATING IN THE PROMOTION, YOU WARRANT THAT YOU HAVE READ AND AGREED TO ABIDE BY THESE TERMS AND CONDITIONS. YOUR PARTICIPATION SHALL BE REGARDED AS EVIDENCE OF YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS. IF YOU DO NOT AGREE TO THE TERMS AND CONDITIONS, PLEASE DO NOT PARTICIPATE.

The *Energizer*® Holiday promotion (the "**Promotion**") is sponsored by Energizer Middle East Africa Ltd (the "**Sponsor**") and organized by Cheil MEA FZ LLC (the "**Organizer**") (together the "**Promoters**"). All participants to this Promotion (the "**Participants**") shall be subject to the following Terms and Conditions (the "**Terms**").

### 1. Promotion Period

This Promotion starts from the 1 November 2020 and will end on the 31 December 2020 (the "**Promotion Period**").

### 2. Eligibility

This Promotion is open to all residents of the United Arab Emirates (the "UAE") aged 18 or over, excluding employees of the Promoters, their affiliates or agents, the immediate families of such employees and any other person connected with this Promotion.

The Promoters reserve the right to disqualify any non-eligible person from receipt of any Prize and/or require the return of any Prizes awarded. In such an event, and subject to any legal requirement, the Promoters reserve the right to select a new winner for the Prize and/or dispose of the Prize in any manner they deems fit, in their sole discretion.

### 3 Entrance to the Promotion and Requirements

The Participants can enter the Promotion through the following steps:

- 3.1 Purchase a pack of *Energizer*® Brand batteries, battery chargers or flashlights within the Promotion Period.
- 3.2 Visit [www.energizerholidays.com](http://www.energizerholidays.com) (the "**Energizer**® **Promotional Website**"), and enter your full name, email address, phone number and the barcode from reverse of the pack.
- 3.3 You will receive an email to the address provided, asking them for verification by clicking a link
- 3.4 Once verified, you will receive an email with a unique code and Hotels.com link/URL for this Promotion.
- 3.5 Click on the Hotels.com link on the email to redeem their gift.
- 3.6 Additionally, TWENTY (20) winners will be drawn randomly; who will EACH win a Hyatt staycation voucher (value of AED 5,000 each).

3.7 Each Participant is allowed to enter the drawing a maximum of three (3) times during the Promotion Period.

For any issue relates to the entry, kindly contact customer service support at [support@energizerholidays.com](mailto:support@energizerholidays.com).

The Promoters reserves the right to edit, touch up, and/or make changes to all contents in order to meet the necessary requirements and gain approvals and consultation from **Department of Economic Development** (the “DED”).

The Participants are required to provide proof of purchase and identity shall they be chosen as qualified winners.

#### **4. Winner Selection (HYATT VOUCHERS)**

4.1 For the lucky draw TWENTY (20) winners in total for UNITED ARAB EMIRATES (the “Winner”) will be selected randomly via a designed and approved algorithm.

4.2 Draw dates of the FOUR (4) Winners:

- **Draw 1: 17 November 2020**
- **Draw 2: 8 December 2020**
- **Draw 3: 15 December 2020**
- **Draw 4: 5 January 2021**

4.3 The following need to be adhered to and should be mentioned in this section:

4.3.1 Prize is equivalent to Gifts worth AED 5,000 EACH

4.3.2 Prizes cannot be exchanged for cash

4.3.3 Prizes can be availed in all Hyatt Hotels in Dubai, United Arab Emirates (details please refer to clause 5.2)

4.3.4 Prizes have to be claimed within **3 months** upon announcement of the Winners

4.4 Announcement Date of the FOUR (4) Winners (due to 4 draws for the Promotion):

**5 Announcement 1: 19 November 2020**

**6 Announcement 2: 10 December 2020**

**7 Announcement 3: 17 December 2020**

**8 Announcement 4: 7 January 2021**

8.1 The Winners will be contacted via phone calls or email (email needs to be provided during entry) within one (1) week upon Winners announcements. If Participants do not answer any of the call attempts or respond to the email within this period, they will be deemed to have forfeited the prize and the Organizer will put the Prize back into the pool for subsequent draws. For the avoidance of doubt missed calls and calls diverted to voice mail will not be deemed to have been answered for purposes of the Promotion.

8.2 The Promoters’ decision is final regarding the selection of the Winners and no correspondence will be entered into in this regard and the Participants hereby understand and agree that no queries, challenges or appeals may be made or entertained against the Promoters’ decision.

#### **5. Prize(s)**

The below have to be adhered to and should be mentioned in this section.

### **5.1 Everybody wins (Hotels.com):**

1. The Gift: All Participants who correctly follow the entry instructions will receive a 10% off unique code for their next accommodation booking on Hotels.com. The discount will not apply to any taxes or fees.
2. One (1) claim max per product purchased, with a maximum of three (3) applications for a discount code on the *Energizer*® Promotional Website per day.
3. Additional Gift details:
  - 3.1. The discount can only be used on accommodation and applies only to the first room of any accommodation booking.
  - 3.2. Full payment for the entire booking must be made upfront, online, in order to use the discount.
  - 3.3. The discount will only be applied to bookings for stays between one (1) and twenty eight (28) nights. Any additional nights after the first twenty eight (28) will not receive the discount.
  - 3.4. The discount can be used in conjunction with other offers that permit it but cannot be used with Hotels.com's loyalty program.
  - 3.5. Codes must be redeemed by 23:59 GMT on 31<sup>st</sup> August 2021.
  - 3.6. Codes must be used to book stays that will take place before 31<sup>st</sup> August 2022.
  - 3.7. Codes can only be used once. Codes cannot be refunded or reactivated, even if a booking is cancelled.
  - 3.8. The offer cannot be exchanged for cash or any other alternative.
  - 3.9. In case of issues please contact <https://service.hotels.com/en-me/> All standard Hotels.com Terms and Conditions apply which can be found at:  
[https://www.hotels.com/booking/coupon\\_terms\\_conditions.html?couponName=c...-rOvW3Smpvfg5Zn87dbEFQ..](https://www.hotels.com/booking/coupon_terms_conditions.html?couponName=c...-rOvW3Smpvfg5Zn87dbEFQ..)
  - 3.10. Hotels.com's FAQs can be found here: <https://service.hotels.com/en-me/>
  - 3.11. Offer cannot be extended.

### **5.2 Lucky Draw Prizes (Hyatt vouchers):**

1. The each of the selected Winners will win 'AED 5,000' worth of Hyatt staycation vouchers for UNITED ARAB EMIRATES including taxes (the "Prize"). The number of Prizes will be determined by the Organizer. The number of Prizes allotted for campaign is TWENTY (20).
2. Additional Voucher Details:
  - 2.1. Vouchers redeemable for any Hyatt Hotel room booking in Dubai when made through Hyatt.com
  - 2.2. Vouchers redeemable at any Hyatt Hotel operated food and beverage outlet
  - 2.3. Vouchers redeemable for any Hyatt Hotel Spa treatment
  - 2.4. Validity from 1st January 2021 until 31 December 2021
  - 2.5. Not in combination with any other promotion/retail items
  - 2.6. The Hyatt hotels that can be deemed from the vouchers are:
    - 2.6.1. Grand Hyatt Dubai
    - 2.6.2. Park Hyatt Dubai
    - 2.6.3. Hyatt Regency Dubai Creek Heights
    - 2.6.4. Hyatt Regency Dubai Deira
    - 2.6.5. Andaz The Palm Dubai

- 2.6.6. Hyatt Place Dubai Baniyas Square
- 2.6.7. Hyatt Place Dubai Al Rigga
- 2.6.8. Hyatt Place Dubai Wasl District
- 2.6.9. Hyatt Place Dubai Jumeirah

- 5.3 The Winners will be contacted via phone calls or email (if email is provided) within one (1) week upon announcement of the Winners on 19 November, 10 December, 17 December 2020 and 7 January 2021. The Prize should adhere to the above Winners' selection clause 4.3.
- 5.4 Once the Winners are confirmed, the Winners will be contacted through phone and/or email to collect the Prizes from Organizer's office.
- 5.5 The Winners will be solely responsible and will bear all costs for any meals, transport, taxes, permits, approvals and/or other additional or incidental costs or expenses which may be incurred as a result of and/or related to the Winner's acceptance of his/her Prize.
- 5.6 The Prize awarded in this Promotion cannot be exchanged for cash or any other items.
- 5.7 The Prize is non-transferable. Substitution and sharing of the Prizes by the Winners are prohibited.
- 5.8 In the event the Winner chooses not to accept his/her Prize, the relevant Prize will be deemed forfeited, and the Promoters may, subject to applicable DED laws, select another Winner from all of the remaining entries at their discretion.
- 5.9 If the Participant is selected as a "Winner", the Participant hereby accepts the Prize at his/her own risk and understands that the Promoters exclude all warranties in connection with any Prize to the extent permitted by law.
- 5.10 The Promoters will not be liable to the Participant(s) for any loss and/or damages of any kind suffered in connection with:
  - The Winner's redemption and/or use of the Prize;
  - The Winner's inability to use the Prize due to its loss, defect for any reason whatsoever.
- 5.11 The Promoters' decision regarding the award of the Prize, and/or in every situation or event not covered in the Terms shall be final and binding on all Participants, and the Participants hereby understand and agree that no queries, challenges or appeals may be made or entertained.
- 5.12 Validity for claiming the Prize is three (3) months after the date of announcement of the Winner. Any prizes that remain unclaimed three (3) months after end of the Promotion should be surrendered to DED.

## **6. Use of Personal Information of the Participants**

### **Personal Information**

Information you provide to Hotels.com, if creating an account, will be handled in accordance with their privacy policy, which can be found here:

[https://www.hotels.com/customer\\_care/privacy.html?pos=HCOM\\_ME&locale=en\\_IE](https://www.hotels.com/customer_care/privacy.html?pos=HCOM_ME&locale=en_IE)

The Promoters shall collect the Participants' personal information (including but not limited to their email address) in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, including, but not limited to, Prize suppliers and if required, to regulatory authorities.

Entry and participation in this Promotion is conditional upon the Participants providing this information.

The Promoters may, for a definite period of six (6) months use the information for promotional, marketing and publicity purposes including sending electronic messages or telephoning the Participants. The Participants should direct any request to access, update or correct information to the Promoters.

The Promoters or one of their agents as well as the selected Winner hereby grant the Promoters, at no cost, the unconditional, perpetual right and authority to publish and broadcast anywhere in the world, for editorial, advertising, promotional, marketing and/or other purposes and in any media, the Participants/Winner's name, image, and/or photographs, video footage or audio record taken of them, except where prohibited by law.

The Participant hereby consents to the use of his/her personal information in the manner set out in the Terms and understands that he/she is providing his/her information to the Promoters and not to social media (Facebook, Instagram, Twitter).

The Participant further undertakes and hereby consents to waive his/her right to initiate:

- a) any claims against the Promoters and their respective agents, affiliated and subsidiary companies, officers, directors, shareholders and employees for privacy invasion, improper disclosure of personal information or;
- b) any other related claims against the Promoters and their respective agents, affiliated and subsidiary companies, officers, directors, shareholders and employees, that the Participant of any kind whatsoever related to the Promotion, including but not limited to claims that the Participant may have related to his/her participation into the Promotion or to the use by the Promoters of any photographs, pictures, video and/or film footage and/or audio recording of any kind whatsoever;
- c) any other claims against the Promoters and their respective agents, affiliated and subsidiary companies, officers, directors, shareholders and employees, for compensation arising out of any assaults and/or attempts that the Participant may claim that the Promoters or any of their respective agents, affiliated and subsidiary companies, officers, directors, shareholders and employees, has done, to his/her private life and/or to his/her right of image, photos, and personal data and information.

## **7. General Terms**

By entering this Promotion, the Participants warrant that they have read and agree to abide by the Terms.

The Promoters or any affiliates of this promotion, will not be liable, whether directly or indirectly, to cover any fines or damages due to legal infringements, trespassing, or criminal behavior on behalf of the Participants during or after the Promotion Period.

The Promoters and all affiliates shall not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) for any death or personal injury which is suffered or sustained as consequence of the Participants participation in the Contest, except for any liability which cannot be excluded by law.

The Promoters and all affiliates shall not be liable for any copyright infringement caused by any participation in this Promotion. The Participants shall completely indemnify the Promoters and all affiliates of this Promotion from any copyright claim(s).

The Promoters and all affiliates shall not be liable for any act that causes personal, material, or collective harm to any individual or group of individuals or public property while participating in this promotion. The Promoters and all affiliates advise diligence and protection of self and others while participating in any of its promotions, and in this Promotion.

Participants who sustain personal or material injuries, or cause such injuries to others or to property, will indemnify the Promoters and all affiliates of the results of their actions.

The Promoters and all affiliates will not be liable to actions committed by the Participants that are criminal, illegal, or obstructive of law and justice.

In the case of death or serious injury of any Participant in this Promotion, the Promoters and all affiliates will not be liable and will not bear responsibility for the damages.

If for any reason this Promotion is not capable of being carried on as planned, due to the following reasons, including but not limited to, infection by any computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, act of God, war (whether or not declared), political coup or insurrection, rebellion, labor dispute, fire, epidemic, storm, flood, typhoon, explosion, legal enactment, government directive, order or regulation, any law or regulation having force of law or any other reason or cause beyond the control of the Promoters, which corrupts or affects the administration security, fairness or integrity or proper conduct of this Promotion, the Promoters, to the fullest extent permitted by law, reserves the right in its sole discretion to cancel, terminate, modify or suspend this Promotion and to disqualify any Participant who tampers with the Promotion and/or the entry process. To the fullest extent permitted by law, the Promoters are not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, servers, or providers, computer software and/or equipment, failure of any e-mail account or any combination thereof or any event that does not depend on the Promoters.

The Promoters will be entitled at their sole discretion and subject to any applicable law, to terminate or modify the Promotion or to modify the Terms at any time prior to the Promotion Period, by posting the revised Terms and Conditions on [www.energizerholidays.com](http://www.energizerholidays.com).

The Participant, to the fullest extent permitted by law, hereby releases the Promoters, and all persons or corporations associated directly or indirectly with the Promotion from all claims, demands and proceedings arising out of their participation in the Promotion. To the fullest extent permitted by law Participant indemnifies the Promoters and all persons or corporations associated directly or indirectly with the Promotion against all liability, loss or damage arising out of their participation in the Promotion, including any breach of the Terms by them, the content of or infringement of a third party intellectual property rights in their submitted review. This release and indemnity extends to and includes the Promoters, their parent companies and their related corporate bodies, and their respective directors, officers, agents, contractors, employees, Promoters and sponsors associated with or which/who are involved directly or indirectly with the Promotion. This release and indemnity continues forever and binds the Participants' heirs, executors, personal representatives and assigns.

By participating in this Promotion, the Participants accept that any dispute of whatever nature which is directly or indirectly related to the Terms or to the Participant's participation in the Promotion or

to the running of this Promotion or to the Promotion itself, will be subject to, governed and construed by the laws and regulations of the UAE and that such disputes shall be resolved firstly through amicable negotiations between the Promoters and the Participant. If the dispute remains unresolved within thirty (30) days of either party having resorted to such negotiations, then either party may submit such dispute to the exclusive jurisdiction of the courts of the UAE for determination in accordance with the law.

The Participants also accept and understand that any Promotion material submitted in connection with the Promotion (in whatever form) or any photographs, video and/or film footage and/or audio recording taken by the Promoters and/or any of their affiliates or persons involved in the Promotion, and which shall be taken in relation to and for the purpose of the Promotion, shall become the property of the Promoters which may, to the extent permitted by law, use the material in any medium and in any reasonable manner it sees fit. Copyright in any such material becomes and remains the sole property of the Promoters.

The Promoters and the Participants acknowledge that this Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook or Twitter or Instagram.

©2020 Energizer. Energizer and certain graphic designs are trademarks of Energizer Brands, LLC and related subsidiaries. All other trademarks are trademarks of their respective owners. Use of them does not imply any affiliation with or endorsement by Energizer Brands, LLC.