



مصرف الشارقة الإسلامي  
SHARJAH ISLAMIC BANK

## 'Smiles' Covered Card Terms & Conditions

# 1. Definitions

**Bank** refers to Sharjah Islamic Bank

**Card** means the applicable Sharjah Islamic Bank Covered Card, including but not limited to co-branded cards, e-card, second card or any other card issued by the Bank, from time to time, to the Card Member and shall include Supplementary and subsequently issued, renewal or replacement Cards, if any, unless the context otherwise requires.

**Card Member** in relation to any Card means a person to whom the Card is issued by the Bank and shall also include every Supplementary Card Member, if any.

**Merchant** means any person/entity supplying goods and/or services and/or other benefits who accepts the Card a means of payment for execution of the Card Transaction pursuant to an agreement with Bank.

**Smiles** refers to the reward points credited/debited to the Smiles Account as a result of using the Bank Covered Card.

**Smiles Account** means the account reflecting all transactions relating to Smiles for a particular Smiles Accountholder in the Bank's records.

**Smiles Accountholder** means, in relation to each Smiles Relationship, the Card Member or, where there is more than one person comprising the Card Member, the first named signatory holding such relationship.

**Smiles Booking Policy** means the booking policy to redeem Smiles as published from time to time on the Smiles Website.

**Smiles Program** means the rewards program established by the Bank and subject to these Terms and Conditions.

**Smiles Statement** means a record of transactions done on the Covered Card accumulated points.

## 2. Membership

- 2.1** All Card Members who have received a Card will immediately be enrolled in the Smiles Program and thus be eligible to earn Smiles on retail transactions.
- 2.2** In the case of joint or Supplementary Card(s), all cards will accrue Smiles, but only the Primary Card Member can be qualified for redemption.
- 2.3** Membership with in the Smiles Program is automatically terminated upon the death, bankruptcy, or unsatisfactory conduct of the account or relationship of the Card Member or the cancellation of the Card
- 2.4** Sharjah Islamic Bank reserves the right, at any time and without notice and liability, to cancel the Smiles Program or impose a validity period on membership, as well as to extend or reduce the same.
- 2.5** The Card Member must promptly notify the Bank in writing of any changes in his name, employment or business and address including phone number, email, etc.
- 2.6** Should the Card Member be away from the UAE for more than six month, he must settle the Card Account at least before seven days prior to departure.
- 2.7** If the Card Member leaves the UAE to take up residence elsewhere, the Card, including any Supplementary Card(s), must be returned to the Bank cut in half fourteen at least 14 days prior to departure and its/their use shall be deemed to be terminated.

## 3. Smiles

- 3.1** The Smiles Program allows eligible the Card Member to accumulate Smiles on their retail purchases on the Card.
- 3.2** The Bank reserves the right to withdraw/discontinue the Smiles Program, terminate the participation in the same and/or revoke any accrued Smiles, at its sole discretion and without any prior notice to the Card Member.
- 3.3** If the Card Member chooses to terminate his own Card, the Card Member stands to forfeit all Smiles accrued so far.

- 3.4** If the Bank decides to terminate the relationship with the Cardholder for any reason, then all smiles accumulates thus far shall be forfeited.
- 3.5** Participation the Smiles Reward Program is free to all Card Members having the Bank Covered Card.
- 3.6** Smiles will only be accumulated on retail transactions (domestic/international) only.
- 3.7** In the case of joint or multiple Cards, all Card Members shall be enrolled in the Smiles Program; however, the redemption of Smiles shall only be available to the primary Card Member.
- 3.8** Smiles will stop accruing if the Card Member fails to pay the Minimum Amount Due on the Card Account on any Payment Due Date.
- 3.9** The Bank's decision on calculation of Smiles shall be final, conclusive and binding on the Card Member.
- 3.10** The Bank reserves the right to alter the computation of Smiles accrual at any point in time with or without prior intimation to the Card Member.
- 3.11** The Bank reserves the right to amend, change, terminate any eligible product and service categories at any time, amend the eligibility and participation criteria, limit or change the value of points, at its sole and absolute discretion, without notice to the Card Member and without liability whatsoever on the part of the Bank.
- 3.12** Smiles points shall remain valid for a period of thirty six (36) months, commencing from the transaction execution date. Thereafter, the points will be cancelled.
- 3.13** Smiles are not assignable nor encashable or otherwise transferable, and are not capable of being mortgaged, charged or pledged.
- 3.14** Smiles of different accounts cannot be combined for redemption.

## 4. Redemption

- 4.1** Redemption of Smiles may only be placed through a dedicated Smiles Program redemption platform communicated by the Bank.

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- 4.2** The Card Member may only redeem the Smiles registered and credited to the Smiles Account as of the time of redemption.
- 4.3** Smiles are not exchangeable, returnable, refundable, or redeemable for cash or credit and cannot be cancelled.
- 4.4** Redemption of Smiles will not be allowed if the monthly Minimum Payment Due has not been cleared on the Card Account for one statement cycle.
- 4.5** Smiles may be cancelled if the Card Member has violated the Bank or the Card agreement.
- 4.6** Once a redemption request is placed, it cannot be canceled, revoked, transferred or changed in any manner.
- 4.7** The Bank may share Card Member information with third party merchants required to effectively transition duties from redemption until delivery.
- 4.8** Any Smiles redemption request will be subject to the Bank's approval, the availability of the Smiles at the time of placing the redemption request by the Card Member. The Bank may, without prior notice to the Card Member withdraw or substitute any of the Smiles / Smiles Program for another reward program of comparable value or nature.
- 4.9** Any unprocessed redemption request for Smiles that have been cancelled shall not be processed by the Bank despite the fact that such redemption request was received before the Card Member's relevant Smiles cancellation.
- 4.10** The Bank is not liable for the availability, pricing, quality and such for the third party merchants.

## 5. Liability and indemnity

- 5.1** The Bank, its employees, personnel, directors or owners shall not be liable for any loss of profit, savings, revenue or damage or liability of any nature, including any direct or indirect loss arising from the use of the Smiles Program or from accessing any information that may be displayed therein.

**5.2** The Bank will not be responsible or held liable for any amount payable by the Cardholder to any third party arising out of the purchase, supply, quality, installation, use or other wise of Smiles, or of any negligence, breach of statutory or other duty on the part of the Bank and/or the supplier.

**5.3** The Bank will not be responsible for any extra payments to be paid for gifts/vouchers between the Card Member and the merchant, should the Smiles points not be sufficient for the required redemption.

**5.4** The Bank shall not be liable In case any merchant refuses the acceptance of the Card due to any reason.

**5.5** The Bank shall not be liable for defect or deficiency in the goods or services supplied to the Card Member by any Merchant.

**5.6** The Bank shall not be liable for any loss or damage howsoever incurred or suffered by the Card Member by reason of us or a Merchant or any bank or financial institution or any ATM or other party refusing to allow a Card Transaction, or accept the Card or the Card number or the PIN or to extend or provide a cash withdrawal up to the Limit or at all.

**5.7** The Bank shall not be liable for any disputes brought to our notice by Card Member after 30 days from the date of the relevant statement of account.

**5.8** The Bank shall not be liable for any refusal of any merchant to extend or confer any privilege or benefit under any program for any reason whatsoever.

## 6. Disqualification and Governance

**6.1** The Bank reserves the right to disqualify any Card Member at any time from participating in the Smiles Program and terminate the relationship if, in its sole and absolute judgment, the Card Member violated any of the terms and conditions applicable to the Smiles Program, including but not limited to default of payment or fraud.

**6.2** The Bank reserves the right, at its discretion to:

- a: Review the requirements of the Terms & Conditions at any time and without and disclosure to the Card Member by changing, deleting or adding extra provisions from time to time and without any notice to the Card Member and it may do this without any set limitations.
- b: Replace the Rewards Program or benefit with a similar one of lesser, equal, or greater value; and terminate a Card Members participation in the Smiles Program for any reason.

**6.3** The Bank should not be liable in any personal cases pertaining of the redemption of Smiles.

These Terms and Conditions are governed by and shall be construed in accordance with the substantive and procedural laws and principles of Islamic Sharia to the extent it do not contradict with the laws of United Arab Emirates and the applicable Banking laws.

## 7. Disclosure of Information

**7.1** The Card Member authorizes the Bank to disclose and record any phone calls for reference and to use such records as evidence in legal proceedings.

**7.2** This Agreement shall be available in Arabic and English versions and in case of any difference between Arabic and English versions, the Arabic version shall prevail.

**7.3** It is in the free interest of the Bank to check or authorize through any means or delegations, a Card Member's credit score at any time and without consulting with the Card Member.

**7.4** The Card Member agrees to sign and deliver to the Bank such further documents as we may request from time to time.

## 8. Governing Law

This contract shall be governed, construed, defined as to the scope of its application, and supplemented – as regards the provisions not stated therein – in accordance with the provisions of the Islamic Sharia'a and the Articles of Association of the First Party as well as the prevailing laws in the UAE and the established banking practices not conflicting therewith.

