

Terms and Conditions – Burgan Bank “Dining Carnival” Campaign

1. The “Burgan Bank Dining Carnival Campaign” (“Campaign”) commences on 15th December 2021 at 12:00AM KWT Time until 31 December 2021 at 11:59PM KWT Time (both dates inclusive) unless notified otherwise (“Campaign Period”).

2. Eligibility

2.1 All new and existing Credit Cardholders of Burgan Bank Visa/ MasterCard Credit/ Charge Card(s) (“Burgan Bank Cards”) issued by Burgan Bank S.A.K are eligible to participate in the Campaign (“Cardholders”).

2.2 The following persons are NOT eligible to participate in this Campaign:

a) Cardholders whose Burgan Bank Card account(s) are delinquent, suspended, cancelled, or in breach of any terms and conditions herein and/or Cardholder Agreement during the Campaign Period;

b) Cardholders of Burgan Bank Credit Cards who are in default of any facility granted by Burgan Bank at any time

3. Campaign Mechanics

3.1 “Qualified Dining Transactions” shall include local dining transactions performed via Burgan Bank Credit Cards on the following prescribed Merchant Category Codes (“MCC”) defined by the Acquiring Bank & read at Burgan Bank’s system.

Spends Category	Merchant Category	Description
Dining	5811	Caterers Eating Places & Restaurants ; Drinking Places, Fast Food Restaurants or any other outlet as defined under Visa/ Mastercard MCC categorization
	5812	
	5813	
	5814	

3.2 Cardholders are entitled to 3 times the normal Burgan Rewards points/ Miles on their Qualified Dining Transaction(s).

3.3 The assignment of MCC for each merchant is subject to classification by the respective merchants’ acquiring banks (“Merchant Acquiring Bank”) and it is the responsibility of the relevant Merchant Acquiring Bank to assign the correct MCC. Burgan Bank is not responsible for or does not have any control whatsoever on any incorrect and/or inconsistent assignment of MCC by the relevant Merchant Acquiring Bank that may result in the Eligible Cardholder being omitted from the Reward point entitlement.

3.4 Campaign is at Card level. Supplementary cards with Qualified Dining Transaction(s) will be eligible for the Rewards campaign under the same Principal of the Primary Card

3.5 Burgan Reward Points including the extra rewards will be credited to Eligible Cardholders Burgan Bank loyalty account(s) within seven days after the transaction is posted/debited from the card/account and it is non- transferable and/ or non-exchangeable.

3.6 At the point of crediting, all Burgan Bank Card account(s) of the Eligible Cardholder must not be delinquent, invalid and/or cancelled; otherwise he/she will be disqualified.

4 General

4.1 By participating in the Campaign, Cardmembers:

- a) agree to be bound by the terms and conditions herein;
- b) agree that all records of dining transactions captured by Burgan Bank's system within the Campaign Period shall be accurate and conclusive;
- c) agree that Burgan Bank's decision on all matters relating to the Campaign shall be final and binding on all Eligible Cardmembers. No further appeal or further correspondence will be entertained;
- d) agree that any reversal of Qualified Dining Transaction shall be excluded;
- e) agree to access Burgan Bank website at www.Burgan Bank.com to view the terms and conditions and are deemed to have agreed with any changes or variations to the terms and conditions herein and seek clarification from Burgan Bank should any of the terms and conditions be not fully understood; and
- f) shall not be entitled to claim for any compensation against Burgan Bank for any and all loss and damage suffered or incurred by his/ her participation in the Campaign whether as a direct or indirect result of the act of amendments, termination or suspension of the Campaign.

5 Burgan Bank reserves the right to:

5.1 disqualify any non-eligible Cardholders at its sole discretion from participating in the Campaign; including but not limited to Cardholders with payment due for thirty (30) days or more, whose accounts are suspected to have been operated fraudulently and/ or closed by Burgan Bank;

5.2 forfeit the Burgan Rewards points in the event there is reversal of Qualified Dining Transaction or termination of Burgan Bank Card account(s) during the Campaign Period or non-compliance with the terms and conditions herein; and/or

5.3 withdraw/cancel, suspend, extend or terminate the Campaign earlier in whole or in part, and/or to vary, supplement, add, delete, modify or amend the terms and conditions herein, wholly or in part at its sole discretion, by way of posting on www.Burgan Bank.com or in other methods which Burgan Bank deems practical on such variation, supplemental, deletion, modification or amendment, as the case may be, to these terms and conditions.

6. Burgan Bank shall not be liable and responsible for:

6.1 any failure or delay in transmission of sales transactions by Visa International Incorporated, MasterCard Worldwide, merchant establishments or any party which may result in the Cardholder being omitted from the Campaign; and/or

6.2 any default of its obligation under the Campaign due to any force majeure event which include but not limited to natural disasters, war, riot, lockout, industrial action, fire, flood, drought, storm, or any event beyond the reasonable control of Burgan Bank.

7. In addition to the terms stipulated above, Cardholders agree that the general terms and conditions in the Cardmembers' Agreement shall be read together with these terms and conditions as an entire agreement.