

MERAAS AND VIRGIN RADIO'S RACE TO THE MILLION DIRHAM PLACE COMPETITION - GENERAL TERMS

ABOUT THE PRIZE:

Meraas will provide the below listed offplan, unfurnished unit to the prize winner
City Walk Central Park

Unit Code: CWP5B1-201

1 BR

Total Area: 1,029

Selling Price: AED 1,449,000

The unit price will be fully paid by Meraas.

The unit will be registered at Dubai Land Department in the winner's name and all costs of registration will be borne by Meraas.

Unit service charges at the handover of the property will be borne by the prize winner (new owner)

The winner can resell the unit only after construction is 100% completed and handover takes place.

Existing residential or commercial tenants of City Walk are not eligible to participate in the Virgin Radio competition.

Contestants must be 21+ years old to participate in this contest.

1. Our Competitions

We own and operate a number of radio stations (Stations), each of which has a dedicated web site (Site) and conducts various on-air and Site promotions, prize draws and competitions (Competitions) from time to time.

2. Entering Means You Agree

By entering a Competition you confirm that you have expressly read and accept these general terms and any specific competition participation rules as set out in 'Competitions - Specific Rules'.

If you do not agree with any of these terms or rules, do not enter any Competition.

3. Entry Generally

3.1 Competition-specific rules, entry instructions and other specific details relating to a particular Competition or its prizes or gifts (Prizes) published on any Site or in any media which features the Competition (i.e. Station on-air message) and these general terms together comprise a Competition's terms and conditions (Terms).

3.2 These Terms are legally binding on you when you enter any Competition operated by us through any Station or Site.

3.3 We have no liability whatsoever for competitions operated by third parties that we feature on any of our Stations or Sites. The relevant third party is responsible for fulfilling its competition obligations and we have no responsibility for any of its acts or omissions.

3.4 No purchase of any kind is required for the free prize draws. Please follow the

directions for the particular Competition either on the relevant Site, at 'Competitions - Specific Rules' or as publicised in a Station's on-air messages.

3.5 You make certain representations and warranties to us (both in these Terms and otherwise) when entering a Competition and/or applying for a place in one. We have relied on the accuracy and truth of these representations and warranties when we grant a Competition place to you. If we become aware of any fraud, dishonesty or similar action by you, or any act or omission which might (in our sole opinion) have an adverse effect on a Competition, we may, without notice to you and/or without giving reasons, automatically disqualify you.

3.6 You agree to co-operate and comply with all reasonable instructions given by the Competition organisers in connection with any Competition and its broadcast.

4. Eligibility

4.1 We may verify your eligibility, including requiring you to provide photographic evidence of compliance, and will disqualify you if we discover you are ineligible.

4.2 To be eligible to enter a Competition, you must be a United Arab Emirates resident and must not be directly or indirectly connected with the Competition or be one of our employees, an employee of the Competition's sponsor or an immediate family member or friend of any of these employees.

4.3 You may only enter a Competition as an individual. All entries we believe (in our sole discretion) to have been made via participation in a syndicate or any form of machine-assisted intervention which enables multiple entries, will be disqualified, together with all multiple entries from the same IP address or telephone number, unless a Competition's specific rules state that multiple entries are permitted.

4.4 You must only enter a Competition in your legal name and we will disqualify you if we discover that the name you have given is false.

4.5 Neither you nor any member of your family residing at the same address may win more than one prize valued at AED 3,000 or more within a six month period following the first win and, if we discover that this condition has been breached, we may withhold and reclaim any Prize.

4.6 If a Competition is only open to persons over the age of 18, you represent and warrant that you are at least 18 years of age on its closing date for entries.

5. Your Health and Safety

5.1 By entering a Competition, you: acknowledge that you do so voluntarily and at your own risk; and

warrant that, to the best of your knowledge and belief, your general state of health is good and either that you have no medical condition that could be adversely affected by strenuous exercise or any of the events or activities planned or reasonably expected to be involved in your Competition or, if you take any medication for a condition, neither the condition nor the medication's effects will adversely affect you by your participation.

5.2 You must take all reasonable steps to ensure that you: comply with all safety standards and act in a manner which is appropriate for the nature of your Competition; and take all reasonable steps to ensure your own and others' health and safety when taking part, and we will disqualify you if we consider that your behaviour poses any medical, security or safety risk to yourself or others without us having any liability to you.

5.3 You must notify us of any medical or other condition which may mean that you are unfit for travel or participation in a Competition as soon as you become aware of it. If

we believe you may expose yourself or others to risk of illness or injury or may expose your Competition to risk of cancellation, disruption, or curtailment we may disqualify you, without us having any liability to you.

5.4 You must not be under the influence of alcohol or any illegal substance during your Competition. If we believe (in our sole discretion) you to be under the influence of alcohol or any illegal substance during your Competition, we may immediately disqualify you without us having any liability to you.

6. Entry by SMS and Telephone

6.1 We are not liable if your telephone or Short Message Service (SMS) entry is not received because of network incompatibility, technical fault, or otherwise.

6.2 Entries by SMS must be sent to the applicable short code as advertised on-air, which may change from Competition to Competition.

6.3 You may only submit one SMS entry for each Competition, and we will disqualify multiple entries, unless a Competition's specific rules state otherwise.

6.4 You are responsible for your SMS content. We cannot guarantee entry into a Competition if any SMS text is mis-spelt, missing or incorrect.

6.5 You will incur a charge from your service provider for each SMS to a Competition short code or telephone call to a Competition line from your telephone. If you use a telephone which is not your own, you are liable to the person who pays its bill.

6.6 If we cannot call you for any reason during your Competition, we will select another entrant to participate in your place and call them. If that entrant does not answer their telephone, we will repeat the process until an entrant does answer their telephone.

7. Prize Winner Verification and Notification

7.1 If you are a Prize winner, we may: request photographic proof of your identity, age and residency;

carry out an interview, which may be recorded; and/or compare the on-air win recording with your recorded interview to provide proof of vocal identity.

7.2 If you refuse to provide any of the clause 7.1 details or participate in or answer any interview question without good reason, so that we cannot be assured of your Prize entitlement, we will disqualify you and you will not receive the Prize.

7.3 If we become aware of any fraud, deceit or similar act during or after your Competition which relates to your entitlement to a Prize, we will not award you the Prize unless you prove to our satisfaction that you had no actual or imputed knowledge of it. Your provision of incorrect personal details, and your organisation of bloc voting in your favour are examples of this. If the fraud, deceit or similar act is only discovered after the Prize has been awarded to you, you must immediately return it (or provide equivalent compensation) to us after we notify you.

7.4 We will notify Prize winners within 28 days of the end date of each Competition and your failure to claim a Prize within 28 days of your notification disqualifies your entitlement to receive it.

7.5 If we notify you that you have won a Prize by mistake, we may withdraw the notice without providing the Prize or a substitute or having any other liability to you.

8. Prizes

8.1 You accept any Prize we award to you entirely at your own risk and we are not liable for any adverse consequence you experience because of your use of the Prize.

8.2 All Prizes are personal and non-transferable, meaning they cannot be given, assigned or sold to anyone else.

8.3 No Prize is convertible into cash or another alternative.

8.4 If we provide you with a voucher for redeeming a prize from its supplier, our responsibility to you ends with your receipt of the voucher and you are responsible for complying with any terms of Prize use required by the supplier.

8.5 We do not accept liability for any Prize which is lost, delayed or damaged in the post or by a courier or otherwise is not validly received by you.

8.6 We may offer an alternative prize of equal value to an advertised Prize, because of circumstances which are outside our reasonable control, but not cash.

8.7 If there are more claimants than Prizes available, all claimants' names will go into a draw for the Prizes.

8.8 You are disqualified from receiving any Prize which, for any reason, you would not be allowed by law to purchase or use or where our award of the Prize to you would be unlawful.

9. Holiday Prizes

9.1 Holiday prizes (each a Holiday) must be taken strictly in accordance with the dates, destinations, number of passengers and other conditions specified by us or the Holiday's provider.

9.2 Each Holiday is non-transferable, subject to availability and not convertible into cash.

9.3 You are disqualified from winning a Holiday if you: do not possess a valid passport with at least 6 months' further duration and/or if you have visa restrictions on your ability to travel to the Holiday's destination; are under the age of 18, unless otherwise stated in a Competition's participation rules, in which case you must obtain written consent from a parent or guardian and you cannot travel unless accompanied by an adult over the age of 18; or do not take it within 6 months of the date of its Competition unless we agree, or a Competition's participation rules state, otherwise.

9.4 You are responsible for obtaining adequate Holiday travel insurance, at your expense.

9.5 You must comply with all Competition or Prize-related airline, other transportation and venue requirements and with any additional condition imposed by a Prize's provider. In particular, you must comply with all health and safety instructions and all applicable legal requirements.

9.6 You are neither entitled nor authorised to commit us to any Holiday contract, expense or cost.

9.7 You are responsible for all costs associated with any delay or repatriation expense you experience because of your inability to obtain a right of entry to your Holiday's destination country.

9.8 Any Holiday flights, transfers, airport details, accommodation, dates and times quoted by us or our agents are for guidance only and are subject to change without notice, with no liability to you.

9.9 You must have sufficient financial resources to meet all costs which you may incur in connection with a Prize beyond those included in the Prize itself.

9.10 You must comply with and are responsible for obtaining any inoculation, health regulation or visa requirement required for your Holiday destination, at your expense.

10. Ticket Prizes

If you win tickets, you must comply with the conditions of the event, its promoter and the venue.

11. Online Voting

11.1 You may only participate in Competitions involving online voting if you have registered a valid email address.

11.2 You may only vote once for each registered email address and we will disqualify all multiple votes.

12. Entry Disqualification and Competition Cancellation

12.1 You acknowledge that our good reputation and those of our Stations are paramount and that we may disqualify you from a Competition if we believe it is in our reputational best interests.

12.2 We may disqualify you if we believe you are in breach of any obligation or warranty under these Terms or if you otherwise conduct yourself in a manner which is inappropriate in the circumstances, after which you shall be responsible for any after-Competition cost; for example, repatriation costs.

12.3 We may cancel a Competition by on-air announcement, for an on-air Competition, or by written statement on the relevant Site, without us having any liability to you.

12.4 We may declare a Competition to be void if a printing or production error in connection with the Competition appears on any Site or occurs in an on-air message.

13. Confidentiality

13.1 You undertake not to disclose, reveal, communicate or otherwise make public any information relating to us, our business, personnel, agents or officers to anyone.

13.2 You must not publicise your involvement in a Competition or the fact that you have won a Prize without our prior written permission.

14. Personal Data

14.1 You hereby acknowledge and agree that we may keep any and all data which can be used to identify or contact you, including, but not limited to, your name, nickname, address, email address, telephone number (Personal Data) that you or others give us during your relationship with us or which we otherwise obtain through your use of a Site or your participation in a Competition.

14.2 You represent and warrant that you have the right to provide any of the information requested by us, including in respect of Personal Data, and that you hereby give us the right to collect, use and share relevant information about you, and your relationships with us.

14.3 We reserve the right to request additional information at any time as we deem reasonably necessary to ensure that you are not using the Site or participating in a Competition in violation of these Terms or any applicable law.

15. Publicity

15.1 It is a condition for being awarded any Prize that: you participate in all publicity surrounding a Competition required by us and/or relevant third parties; and we may publish your name on any media and make this information available on request to third parties.

15.2 Prize winners' names are available on request by sending a self-addressed stamped envelope to the address published on this Site and/or stated on air up to 1 month after the closing date for the relevant Competition.

15.3 You must not, without our prior written consent: publish or disclose any information in connection with a Competition or its Prize (in particular, without limitation, to a representative of the media, in whatever form); or

give interviews or be involved in articles or reports in respect of a Competition or its Prize with any third party.

15.4 All rights in relation to a Competition and your involvement in it vest exclusively in us.

15.5 You agree to undertake any Competition-related interview or other activity we request and to its reproduction, publication, exhibition, transmission and broadcast by all means and media throughout the world in perpetuity at our discretion.

15.6 We may refer to your association with a Competition and its Prize in all publicity, marketing and Competition material.

16. Intellectual Property

16.1 Unless otherwise stated, Competition entries will not be returned to you.

16.2 In respect of copyright and other intellectual property rights in any Competition, your entry into, and your involvement in, it (including all interviews, pictures, audio and audio-visual media and technology material (the Products), you: grant us an exclusive, royalty-free, perpetual, worldwide licence to use this copyright and other intellectual property rights in any and all media at our discretion; assign to us the entire copyright and other intellectual property rights (including without limitation where such Products are not in existence at the date of these terms, by way of present assignment of future copyright);

shall do all acts reasonably requested of you to effect the assignment under this clause to us; and

agree that the licence and, if applicable, any assignment, shall include the right for us to alter, edit, compile, amend or otherwise adapt such Products and/or use such Products in conjunction with any other material and to use, distribute and/or broadcast such Products in all media and all formats (including transmission by way of analogue transmission, digital audio broadcasting, internet, satellite, television, film, cable or telephony) and the right to sub-licence such rights to any other persons, in each case for such purposes as we may in our absolute discretion determine.

16.3 Any information submitted by you relating to a Competition must be personal and related specifically to you. You warrant that any information which you submit to us will not infringe the intellectual property, privacy or any other legal right of anyone else, and will not contain anything which is libelous, defamatory, obscene, indecent, harassing or threatening.

16.4 We may screen, filter and/or monitor information provided by you and may edit, refuse to distribute or remove such information.

16.5 By entering any Competition and submitting any Product for it, you warrant to us that: you own or are licensed in respect of the Product you submit and that you have the legal capacity, right, power and authority to grant the rights set out in these Terms; we may use your Product in accordance with these Terms;

you waive any moral rights you may have in your Product and have obtained a waiver of moral rights from anyone else and have obtained all consents and permissions in respect of it; the Product does not violate any applicable law; in particular, any law regarding anti-discrimination or false advertising; your Product is not defamatory, or unlawfully threatening or harassing; your Product does not include any images of a third party without that third party's consent; your Product is not obscene or pornographic in nature, or otherwise contrary to the social norms of the United Arab Emirates; and your Product does not, to the best of your knowledge, contain any virus or other computer programme, the purpose of which is to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information.

16.6 You are the individual who submits your Product (i.e. the person who owns the mobile telephone or who can be reached at the supplied email address) so that if the person whose image is captured in any image, video or other medium is not you, they have no claim to the relevant Prize.

16.7 You must ensure that any person whose image has been used in your Product has validly consented to the use of their image or has waived all rights they may have in the image, and Product; failure to adequately demonstrate this to our satisfaction may result in your disqualification from the Competition and forfeiture of any Prize, without us having any liability to you.

16.8 All legal rights in the name and title of a Competition and its format rights vest exclusively in us for our own use.

17. Limitation of liability

17.1 We are not liable to you in any way for any cost, expense, damage, liability or injury suffered by you which arises out of or is in any way connected with a Competition or its Prize, other than those costs and expenses specifically provided for in a Prize (if any) but this exclusion does not apply to any liability that cannot be excluded or limited by law.

17.2 We are not liable to you in any way for any indirect or consequential loss of any nature, including loss of profit, business, contract, revenue or anticipated saving.

17.3 We are not liable to perform any Competition obligations where we are unable to do so because of circumstances beyond our reasonable control and we may endeavour to provide an alternative Prize, if you are the winner, but shall not be liable to compensate you in such circumstances.

18. Indemnity

You hereby irrevocably agree to indemnify and hold us, our Stations, and any of our associated companies, consultants, agents and/or any third parties working for us to provide your Competition (including, but not limited to, any partners, directors and/or employees of any of the above entities), harmless against any and all third party claims, liability, damages and/or costs (including, but not limited to, legal fees) and against all liabilities incurred by us or such associated companies, consultants, agents or third parties (as applicable), arising out of or related to: your use, or any authorised or unauthorised use on your behalf, of a Site or the mobile or communication device owned and/or controlled by you and through which you communicate with us; our reliance on information provided by you; and/or any breach by you of these Terms.

19. General

19.1 You must comply with our instructions and directions. Failure to do so may lead to your immediate disqualification, without us having any liability to you.

19.2 You agree you will not by any act or omission do anything, which might bring us or our Stations into disrepute; in particular, you warrant that you do not have any criminal convictions or criminal record and have not undertaken any past act or conduct which could adversely affect the reputation of a Station, a Competition or us. You also warrant that you do not currently, and have not in the past, worked for any other radio station or media organisation in the United Arab Emirates.

19.3 Source material utilised by our question compilers shall be taken as correct.

19.4 Late entries (i.e. entries received after the relevant advertised closing date for a Competition) will not be accepted.

19.5 We have no responsibility for entries that are lost, damaged or delayed in transit to

a Competition address or for any problem related to telephone networks/lines, computer systems or equipment, internet issues including traffic congestion. Proof of your posting or sending of an email will not be accepted as proof of our receipt of it.

19.6 No entries will be accepted from agents, in bulk, or from third parties.

19.7 The decision of our judges is final and conclusive in all circumstances and no correspondence will be entered into.

19.8 Incomplete or indecipherable entries will be void. Unless otherwise stated, photocopies (e.g. of entries or tokens) will not be accepted.

19.9 We may make any change to the Terms in our sole discretion, including changes to any Competition including, without limitation, the expansion or reduction of the duration of a Competition.

19.10 You undertake a Competition and use any Prize entirely at your own risk and we are not responsible for any damage, loss, injury or disappointment suffered by you in entering a Competition or as a result of accepting any Prize.

19.11 Any personal data submitted by you will be used solely in accordance with current United Arab Emirates data protection law and our 'Privacy Policy'.

19.12 We are not liable to pay you a fee for your involvement in any Competition.

19.13 In the case of on-line Competitions you acknowledge and agree that the internet is not a secure medium and information submitted to Competitions hosted on our Sites may be accessed by third parties and that we are not liable for any loss resulting from your entry into an online Competition.

19.15 No variation of these Terms is effective unless approved in writing by our authorised representative.

19.16 These Terms represent the entire agreement between you and us relating to a Competition and its Prize (unless otherwise expressly confirmed in writing by us) and they supersede all prior representations, agreements, negotiations or understandings (whether oral or in writing).

19.17 The invalidity, illegality, or unenforceability of any part of these Terms or any specific Competition rule does not affect or impair the continuation in force of the remainder of them.

19.18 The failure to exercise or delay in exercising any right or remedy provided by these Terms, any Competition rule or by law does not constitute a waiver of it.

19.19 These Terms do not create any right, entitlement, claim or benefit for any person who is not a party to them.

19.20 If any part of these Terms is held by any competent authority to be invalid or unenforceable, that part is severed and the validity of the remainder is not affected.

19.21 These Terms are governed and construed in accordance with the laws of the Dubai International Financial Centre (DIFC) and we both submit to the exclusive jurisdiction of the DIFC courts to resolve any dispute that we cannot resolve amicably ourselves.