alrajhi bank مصرف الراجحي

1.INTRODUCTION

1. These Terms and Conditions (referred to hereinafter as T&C) govern the use of the Al Rajhi Mokafaa Program, the collection of Reward Points, the membership of the Al Rajhi Mokafaa Program, redemption, and the use of Al Rajhi Bank website, and mobile application.
2. Member declares that a Member has read, understood, and accepted the following terms, conditions, and disclaimers in full, and hereby agrees to comply with and be bound by them. These T&C may be changed or updated from time to time; therefore, Members are encouraged to frequently visit these sections in order to be updated about the changes made.

2.DEFINITIONS

For the purpose of these T&C, the following terms shall have the following meaning:

1. Al Rajhi Mokafaa Program – means the loyalty program run by Al Rajhi Bank pursuant to which a Member earns Reward Points by performing transactions through their Al Rajhi Bank products and services and then redeeming the earned points for Rewards.
2. Account - means the account to which the " Al-Rajhi Reward Points" of a Customer will be accrued.
3. Customer- means a person who is a customer of Al Rajhi Bank.
4. Al-Rajhi Reward Points- mean Al-Rajhi Reward Points accrued by a customer based on the consumption of Al Rajhi Banks qualifying products and services or through the Service Partner.
5. Rewards - mean specified goods or services to be provided by Al Rajhi Bank or a Service Partner to a Customer in exchange for Al-Rajhi Reward Points.
6. Service Partner- means a provider of goods or services which is participating in Al Rajhi Mokafaa Program from time to time, and may include (but not limited to) airlines, hotels and resorts, financial, leisure & lifestyle service providers, and rent-a-car companies or any service provider the bank decides to choose.
7. Spend - means the amount spent by a Customer for availing any service or product subject to the Terms & Conditions of Al Rajhi Mokafaa Program which will entitle the Customer to earn Al-Rajhi Mokafaa Reward Points.
8. Member – means a person who is a member of the Al Rajhi Mokafaa Program and whose name is registered against the Membership Number.
9. Membership Number – means the membership number allocated to a Member in accordance with these T&C.
10. Member Loyalty Account – an account number that is set up under one Membership Number and which is used by Members within the Al Rajhi Mokafaa Program to earn and redeem points.
11. OTP Code – (One Time Password) a four-digit number sent to the Member registered mobile number in Al Rajhi bank at the time of enrollment, platform login and used for key transactions with the Al Rajhi Mokafaa Program.
12. Al Rajhi Bank Products and Services –mean Al Rajhi Bank's products and services offered to its customers.
13. Transactions – mean the transactions that are performed by Member within Al Rajhi Bank Products and Services.
14. Platform – the loyalty platform that Al Rajhi Bank provides to its customers as a portal through which the member logs in and is not limited to accessing reward redemption options. The platform is accessible via https://loyalty.alrajhibank.com.sa and via Al Rajhi Bank mobile app.
15. Website - Any website belongs to Al Rajhi Bank.
16. Mobile Application - Any mobile application belongs to Al Rajhi Bank.

3.AL RAJHI MOKAFAA PROGRAM MEMBERSHIP

1. The Members in Al Rajhi Mokafaa Program are the customers enrolled in the program.
2. Customer needs to enroll in the program to earn member benefits.
3. Al Rajhi Bank will set up a Member Mokafaa Account to credit Al-Rajhi Reward Points earned or redeemed by the Member.
4. Member must accept the terms and conditions to enroll.
5. Member will earn, accumulate and redeem Reward Points through the methods stated on the Platform, official website or Mobile App.

4.POINTS COLLECTION

1. The customer can collect the points through Al Rajhi Bank products as mentioned on the products page and the Al Rajhi Reward Platform.
2. Member will earn Al Rajhi Bank Reward Points relative to the transactions made through Al Rajhi Bank Products and Services. The number of Reward Points a Member may earn is determined according to Member's use of said products and services and in accordance with Al Rajhi Bank terms that regulate the Al Rajhi Bank Products and Services, details of accrual terms can be found on the mokafaa products page (Click Here)
3. Reward Points will be credited to the Member's account on a monthly basis.
4. Al Rajhi Reward Points can be transferred to another member's loyalty account.
5. Al Rajhi bank can set a maximum and minimum for points transfers.
6. Al Rajhi Reward Points may only be earned, retained, transferred or redeemed in the manner stipulated in these T&C.
7. Al Rajhi Reward Points will not be earned through the following transactions:

- Any fee and charges
- Balance transfer
- Disputed transactions
- Cash withdrawals and balance transfers.
- SADAD & wallet payments made through Alrajhi Bank online and/or by utilizing any other payment channel provided by Alrajhi Bank as per existing loyalty functionality
- Transactions that Alrajhi Bank decides are disputed, er-

roneous, unauthorized, illegal and/or fraudulent
- Charity

8. Any sale or attempted sale of points is in violation of T&C and the bank has the right to deduct the points without any compensation.
9. Any points earned or maintained in violation of these T&C are invalid and cannot be redeemed for rewards. Such points will be deducted from the member's loyalty account.
10. If the Member continues to collect Al Rajhi Reward Points, they will be informed of the status of their points, including the points they have collected and the points that have been redeemed or the points that are about to expire. Such information will be made available on the Platform and the Application.

5.REDEMPTION AND REWARDS

1. All Rewards are subject to availability and stocks may be limited. These transactions and all Rewards are subject to applicable terms and conditions (including booking requirements, cancellation restrictions, return conditions, warranties and limitations of liability) of the Reward's suppliers and/or Merchants.
2. The Customer consents that the Bank may share any information, details or data relating to the Customer and/ or accounts of the Customer and/or the Customer's transactions with the Service Partners to redeem the rewards or settle any Customer issues.
3. Once a Reward has been delivered or picked up, it cannot be returned or exchanged for Reward Points or other Rewards.
4. If the Reward is faulty, the Service Partner's warranty will apply and the Member must revert to the Service Partner for support and assistance. The Bank will not hold any responsibility for any faulted or damaged reward.
5. Rewards redeemed through the website and/ or mobile application will be delivered directly to the Customer. Once the Customer receives the reward, the Bank will not be responsible for using or otherwise maintaining that reward.
6. If in the sole opinion of the Bank, a Customer violates the Program T&C, the Bank may suspend or terminate the provision of Al Rajhi Reward Points to the said Customer with immediate effect. In such cases, the Bank may also, at its discretion, cancel the Al Rajhi Reward Points that have already accrued.

6.OTHER REDEMPTION TERMS

1. Al Rajhi Bank cannot be held liable for any loss, theft, damage or unauthorized use of Member's OTP Code, E-voucher or Reward, whether in the course of delivery or otherwise.
2. All conditions and warranties, whether expressed or implied and whether arising under legislation or otherwise, as to the condition, suitability, quality, fitness or safety of any Reward supplied are expressly excluded to the full extent permitted by law. Any liability that cannot be fully excluded is limited, where permitted, to replacing, repairing or crediting the value of the Reward to the Member's account, as the Bank may desire.
3. It is the Member's responsibility to ensure the OTP Code is not compromised, shared with anyone, or mishandled. Any loss resulting from the unauthorized use of the Member's OTP code, phone number or email is solely the Member's responsibility.
4. The Rewards offered by the Bank for redemption of the Al-Rajhi Reward Points may, at the discretion of the Bank, be amended from time to time.
5. Once Al Rajhi Reward Points are redeemed, the Customer may not request the Al Rajhi Reward Points to be reinstated in the Customer's Account or replace the voucher for any reason.
6. The Bank may suspend redemption of points if the Customer doesn't maintain a clean credit record.

7.PARTNERS REWARDS

1. By picking up vouchers or rewards from a Service Partner, the Customer agrees on the terms and conditions of that Partner.
2. The Customer's rights regarding any rewards are only those related to the supply by Service Partner for those rewards. Subject to this Clause, all rewards supplied for any Customer shall be exclusively subject to the terms and conditions of service partners who provide those rewards.
3. For points that are redeemed from a Service Partner, they cannot be refunded in cash.
4. The Customer may redeem the points according to the terms and conditions applicable by the Partner within the value of redeemed points as the way the partner sees.
5. All Rewards are subject to availability and Partners' restrictions. The Bank or Service Partners may from time to time and without notice set a period in which no Rewards will be available. Rewards may not be available on all Bank Products and Services at all times. Bank may withdraw, replace or substitute Rewards at any time without notice.

8.OTHER GENERAL TERMS

1. Any unused points shall automatically expire one year (12 months) from the date they are accrued for Mass customers, and 2 years (24 months) for Affluent, Affluent Diamond, and Private Customers.
2. Advertising campaigns points may have a different validity period from the regular points according to the period announced in the relevant advertising campaign.
3. If the points are redeemed, they cannot be used again.
4. Any transaction that is canceled, not completed, and the points are deducted from the Customer's account, such transaction shall be reversed, and the points shall be returned by the Bank to the Customer's account.
5. The Member may deactivate its account in the Program at any time by sending a notice to us. Once the account is deactivated, the member loses its rights to redeem the points.
6. Al Rajhi Bank may modify these T&C, in which case the Customer will be notified by any number of the com-

munication methods available to the bank thirty days before any such modification and after publishing the amended T&C, the customer shall accept the new T&C. We may suspend or terminate the Program, but after providing a notice thirty days before doing so, in which case all Members' accounts will be suspended or terminated.

7. If the T&C are modified, the Customer will not be able to redeem or send the points to another Customer, or redeem them from partners or donate them unless they agree on the new T&C.
8. Some redemptions are taxable. In such event, the redemption amount will be inclusive of the tax and the Customer shall pay that tax.
9. If any Customer is affected by losing points and rewards as a result of an error, the Customer will be compensated and such points will be returned to its account.
10. In case of conflict or discrepancy between these T&C and any other communications, including advertising or promotional materials, these T&C prevail.

9.WEBSITE AND MOBILE APPLICATION TERMS OF USE

1. The Website and Mobile Application Terms of Use shall set out the legal conditions related to the Member's use of and access to the Website and Mobile Application.
2. By accepting these T&C, the Customer:

A. Accepts these terms and conditions and agrees to be bound by each of them.
B. Represents and warrants to Al Rajhi Bank that these T&C are binding upon, and enforceable against, the Customer.
C. Declares that they have read and understood Al Rajhi Bank Privacy Policy.

3. Member shall not directly or indirectly copy or reproduce all or any part of the Website and Mobile Application whether electronically, mechanically or otherwise, in any form including, but not limited to, the copying of presentation, style or organization. Member shall use the Website and Mobile Application solely for its intended purposes and shall not use the Website and Mobile Application for the benefit of any third party except as specifically contemplated under these T&C.
4. Member shall not use the Website and Mobile Application to post, transmit, convey, submit, distribute, store or destroy any content, photographs, descriptions, drawings, content, audio materials, text, messages or other information (collectively, "Posted Information"): (a) in violation of any applicable law, statute, ordinance or regulation. (b) in a manner that will infringe the intellectual property rights of others. (c) that is defamatory, obscene or trade libelous. (d) that contains any viruses, Trojan horses, worms, time bombs, cancel bots or other computer programming routines that are intended to damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or personal information. (e) that is false, misleading or inaccurate in any way. or (f) in violation of any acceptable use policy or other policy posted at the Website and Mobile Application from time to time.
5. Member shall not violate or attempt to violate the security of the Website and Mobile Application. Member shall not reverse engineer, decompile, disassemble or otherwise attempt to derive source code or other trade secrets from the Website and Mobile Application, including, without limitation, any of the software comprising or in any way making up a part of the Website and Mobile Application. In addition, Member will not export, re-export or permit any third party to export or re-export, directly or indirectly, the Website and Mobile Application where such export or re-export is prohibited by applicable law without appropriate licenses and clearances. Member shall defend and indemnify Al Rajhi Bank, at Member's sole cost and expense, from and against any claims, damages, liabilities and/or expenses arising out of Member's breach of any of Member's obligations or representations set forth in this section.
6. Member shall be solely responsible for: (i) all Posted Information Member input into the Website and Mobile Application. (ii) ensuring that all Posted Information is appropriate in tone and is accurate. (iii) complying with all applicable laws, rules and regulations at all times. (iv) maintaining all passwords and access codes to the Website and Mobile Application, and refraining from sharing or otherwise permitting third parties to use any such passwords and/or access codes to access the Website and Mobile Application.
7. All trademarks, patents, copyrights and other intellectual property rights owned by Al Rajhi Bank and/or the Member on the date hereof shall continue to be owned solely by each of them, and except as set forth herein, nothing in these T&C shall be deemed to confer any rights to any such intellectual property on the other. Member acknowledges and agrees that the applicable supplier(s) of any third-party software included within the Website and Mobile Application shall own all worldwide rights, title and interest in and to such third-party software (and any intellectual property rights therein), subject to such suppliers' license, if any, of such third-party software to Al Rajhi Bank.
8. Al Rajhi Bank shall be entitled to display advertising and/or any other content at locations of its choice within the Website and Mobile Application, including without limitation adjacent to Member's Posted Information.

10.PRIVACY:

1. Customer information held by Bank includes the information which a Customer or a Service Partner provides to Bank, such as the names, addresses, contact numbers, date of birth, and transaction details including ARB Points accrual and reward transactions relating to Bank.
2. Customer information may not be disclosed except if required by related laws, regulations, and SAMA's directives.
3. Customer information may be used by Bank in the following cases:

a) To send communications about promotions, services,

products and facilities offered by Bank to the Customer;
b) To develop new services without disclosing the information to any third party;
c) For accounting and audit purposes (including fraud auditing);
d) For credit checking and credit scoring;
e) For marketing and market research purposes;
f) For any other purpose authorized by the Customer from time to time;

4. The consent given by a Customer will continue in effect unless and until the Customer withdraws the consent by notice in writing to the Bank Contact Centre. Withdrawal of consent may mean that certain services may no longer be provided to the Customer.
5. A Customer may obtain a copy of their information upon making a written request and upon paying Bank's reasonable actual costs (if any) of providing that Customer information. The Customer may request Bank to correct or delete any item of the Customer information which is not accurate, complete or up-to-date at no charge to the Customer.

11.WARRANTY, DISCLAIMERS AND LIMITATION OF LIABILITY

1. Except as explicitly set forth herein, neither Al Rajhi Bank, its affiliates or any of any such party's equity holders, directors, officers, employees, agents, suppliers, licensors nor the like, makes any warranties of any kind, either expressed or implied, including, without limitation, (a) warranties of merchant ability or fitness for a particular purpose, (b) that the Website or/ and Mobile Application will be error-free, (c) as to a minimum level of uptime for the Website and Mobile Application, or (d) as to the results that may be obtained by Member by accepting these T&C and/or using the Website and Mobile Application. Member agrees and acknowledges that the Website and Mobile Application are licensed and/or provided hereunder on an "as is" basis. In addition, Member hereby agrees and acknowledges that:

A. Al Rajhi Bank shall not be responsible for any actions taken by any other party using the Website and Mobile Application or reviewing any of Member's Posted Information.

12.TERMINATION

1. AlRajhi Bank may terminate the reward program at any time and for any reason, in which case the Customer shall be so notified and shall be entitled to use their points during the period specified in the termination notice.
2. These T&C shall remain in full force and effect unless and until it is terminated by AlRajhi Bank. Without limiting the foregoing, this Agreement may be terminated if Customer breaches any term of this Agreement, if Customer uses the reward program for any unauthorized or illegal purposes or Customer uses reward program in a manner inconsistent with the Terms & Conditions.

13.NO THIRD PARTY BENEFICIARIES

1. The Agreement is solely for the benefit of the parties and their successors and permitted assigns, and does not confer any rights or remedies on any other person or entity.

14.SEVERABILITY

1. If any provision of the Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law and the other provisions of the Agreement will remain in full force and effect.

15.FORCE MAJEURE

1. Neither party shall be liable to the other if such party is prevented from performing any of its obligations under the Agreement (excluding fee payment obligations) due to any cause beyond the party's reasonable control including, without limitation, an act of God, fire, flood, explosion, terrorism, war, embargo, government regulation, civil or military authority, acts or omissions of carriers, transmitters, providers, or acts of vandals, or hackers. The time for that party's performance will be extended for the period of the delay or failure to perform due to such occurrence, except that you will not be excused from the payment of any sums of money owed by you to Al Rajhi Bank provided prior to the force majeure event.

16.LEGAL AND JUDICIAL JURISDICTION

1. Each party will comply with all applicable laws, regulations, and ordinances relating to their performance hereunder.
2. These Terms & Conditions shall be governed by and construed in accordance with the laws of the Kingdom of Saudi Arabia and the parties shall be subject to the exclusive jurisdiction of the Saudi courts in the city of Riyadh in case of any disputes.

17.ENTIRE AGREEMENT

1. The Agreement constitutes the entire agreement between Al Rajhi Bank and the Member with respect to the subject matter hereof and all prior oral or written agreements, representations or statements with respect to such subject matter are superseded hereby.