

“Dubai, Always” Promotion Rules

1. General Provisions

- 1.1. These rules (“**Rules**”) govern the promotion under the name “Dubai, Always” (“**Promotion**”) which is part of the Tourism in Dubai services and website advertising campaign. The Promotion is aimed at attracting attention to the advertised objects, forming and maintaining interest in them.
- 1.2. The organizer of the Promotion (“**Organizer**”) is **Sorry Guys Digital Marketing and PR** (address: 523, A2, Al Barari Seventh Heaven, Dubai, UAE), license number: 1043198 e-mail address: sg@sorryguys.media).
- 1.3. The Promotion is carried out by the Organizer on the Internet and is regulated by the current legislation of the UAE, as well as these Rules. It is considered an advertising incentive event within the context of UAE Federal Law No. 15 of 2020 on Consumer Protection and other relevant advertising laws. It is neither a public competition in the sense of the UAE Civil Transactions Law (Federal Law No. 5 of 1985) nor a lottery in the sense of UAE Federal Law No. 8 of 2014 on Anti-Commercial Fraud.

2. Terms & Definitions

- 2.1. **Game** - an online game hosted on the Website. Detailed information about the Game’s mechanics and features may be found further in these Rules.
- 2.2. **Participant** - a person who meets the requirements of these Rules and has fulfilled the duties established by these Rules.
- 2.3. **Participation Form** - an online form that the Participant must fill out when registering for the Promotion via the Website. The Participation Form requires the following information: name, personal email address, country of citizenship (residence), and consent to the processing of personal data as specified in these Rules.
- 2.4. **Points** - conventional units awarded to the Participants for the actions specified by the Organizer.
- 2.5. **Prize** - a reward granted to the Participant as a result of winning or meeting specific criteria outlined in these Rules.
- 2.6. **Rating** - a table displaying the Points earned by Participants, ranked in descending order. The Rating serves as a reference only; the official source of information about the Winners is the special publication of the Promotion results on the Website.
- 2.7. **Winner** - the Participant who has achieved the highest score playing the Game or gained a prize place by Clause 5.1. The Winner is officially recognized through the special publication of the Promotion results on the Website. The Winner is entitled to receive the Prize, subject to the terms and conditions outlined in these Rules.
- 2.8. **Website** - the website accessible via link <https://dubaialways.ae/>, which provides detailed information about the Organizer, the rules and dates of the Promotion, the number of Prizes, and the dates, locations, and procedures for claiming them. The Website also hosts the Promotion and includes these Rules.

3. Participation Requirements & Procedure

- 3.1. To participate in the Promotion, a person must meet the following requirements:
 - 3.1.1. to be a legally capable individual;
 - 3.1.2. to be at least 18 years old; and
 - 3.1.3. to be a citizen of one of the following countries: Saudi Arabia, Oman, Kuwait, Bahrain, Qatar, India, or to have a residence or work permit in these countries. The Organizer may at any time request a supporting document from the Participant;
 - 3.1.4. not to be employees of the Organizer, their family members, or employees of other legal entities and/or individual entrepreneurs involved in the Promotion, or their family members.
- 3.2. In order to become a Participant of the Promotion, a person who meets the requirements set out in Clause 3.1.1-3.1.4 of these Rules shall perform the following actions:
 - 3.2.1. Read and understand these Rules and accept them;
 - 3.2.2. Visit the Website and sign in by filling out the Participation Form;
 - 3.2.3. Play the Game at least once.
- 3.3. The performance by the Participant of the actions specified in Clause 3.2.1-3.2.3 of these Rules shall be recognized as the submission of an application for participation in the Promotion; upon acceptance of the application, an agreement for participation in the Promotion shall be concluded between the Organizer and the Participant as established in Section 10 of these Rules.
- 3.4. At any stage of the Promotion, the Organizer shall have the right, at its discretion, to withdraw Points accrued by mistake from any Participant, as well as Points for improper actions, including, but not limited to using vulnerabilities and bugs, special software, multi-accounting, etc.
- 3.5. Information about the accrued Points provided by the information system of the Website shall be preliminary, and the Organizer shall not get into arguments about the number of accrued Points.
- 3.6. The Organizer has the right to exclude from the number of Participants and Winners of the Promotion, on a unilateral basis and without explanation any person who:
 - 3.6.1. Do not meet the requirements set out in these Rules;
 - 3.6.2. Have provided false, inaccurate or incomplete information about themselves;
 - 3.6.3. Act in a destructive manner, annoy, insult, threaten or cause concern to other Participants of the Promotion or representatives of the Organizer, harm the reputation of the advertised object, the promotion of which is associated with the conduct of the Promotion;
 - 3.6.4. Have violated other provisions of these Rules.

4. Game Mechanics

- 4.1. In the Game, Participants need to find characters on maps of different locations. The time for searching is unlimited. The faster the Participants find the character, the more Points they receive.
- 4.2. Participants can play the Game multiple times, increasing their Points in the Game, but only the best result for each location is considered.
- 4.3. Participants can play no more than 3 times a day in one location. In repeated games, Participants can only improve their Points which are not cumulative. The term "day" shall be understood in relation to clause 6.1 of these Rules.
- 4.4. The number of Points Participants receive depends on the speed at which they find the character. The maximum score per character is 100 Points. The Points awarded decrease over time, with the rate of decrease being linear. Specifically, the Points decrease by 1 Point for every second taken to find the character, starting from 99 Points at 1 second. As an example:
 If Participants find a character in 1 second, they earn Points = $100 - 1 = 99$ Points.
 If Participants find a character in 5 seconds, they earn Points = $100 - 5 = 95$ Points.
- 4.5. In the Game, Participants have the opportunity to earn additional Points through various activities. Specific actions, the amount of Points received, and relevant conditions are listed in the table below:

Activity type	Amount of Points	Conditions
Viewing advertisements from partners	100	One-time, for each advertisement viewed, no points for repeated views
Invite link	200	Up to 5 invite links per user for the entire game (points are awarded only to registered users)
Sharing on social media	300	Facebook only, one-time for the entire game

- 4.6. Users who are not considered as Participants under these Rules can play the Game but are not eligible for the Prize draw. The Organizer shall bear no obligations or liability to such users.
- 4.7. Under no circumstances shall the Organizer bear any responsibility for any losses incurred by the Participant in connection with the use of the Game, for the failure of the Game to meet his/her expectations, or for the inability of the Participant to perform any technical features.

5. Prize Fund

- 5.1. Within the framework of the Promotion, Participants recognized as Winners of the Promotion shall be awarded the following Prizes:

Type of Prize	Prize Description	Total number of Prizes	Number of Prizes for each Prize draw** & Prizes distribution
Grand Prize	Trip to Dubai for 2 people *	12	First draw: 4 Grand Prizes Second draw: 4 Grand Prizes Third draw: 4 Grand Prizes The Grand Prizes shall be distributed among the Winners ranked from 1st to 4th place in the Rating within each draw.

Additional Prize	Digital Certificate	180	First draw: 60 Additional Prizes Second draw: 60 Additional Prizes Third draw: 60 Additional Prizes The Additional Prizes shall be distributed among the Winners ranked from 5th to 64 place in the Rating within each draw.
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* includes round-trip airfare from the nearest international airport to the Winner's residence, and hotel accommodation. Winners must arrange their own transport to the airport in their home country. The hotel accommodation will be of 3 stars or higher for 3 nights, and includes transfers from and to the airport in Dubai. Meals and other expenses are the responsibility of the Winner and their companion. The Prize is provided in the form of an electronic document that confirms the Winner's right to the trip. Specific travel dates will be agreed upon between the Winner and the Organizer via email correspondence.

** information about Prize draws may be found in Section 6 of these Rules.

- 5.2. The Participant can receive only one Grand Prize and one Additional Prize throughout the entire Promotion period, subject to meeting all Promotion requirements.
- 5.3. Prizes are not exchangeable for cash equivalents.
- 5.4. Quality guarantees of the Prizes are limited to those provided by the manufacturers, and all claims regarding the quality of the Prize must be directed to the manufacturers. Claims regarding the quality of services included in the Grand Prize must be directed to the carrier, the hotel, or any third party included in the provision of such services. The Organizer's obligations are considered fulfilled once travel and accommodation documents are provided.
- 5.5. Participants claiming the Grand Prize are fully responsible for determining their ability to take the trip, including compliance with visa requirements. If the Participant is unable to take the trip, he/she is not entitled to any compensation, monetary payments, or another Prize.
- 5.6. The Organizer reserves the right to introduce additional Prizes during the Promotion at its sole discretion. The announcement of such additional Prizes, if any, will be communicated through the official channels of the Promotion. However, the introduction of additional Prizes is not guaranteed, and Participants cannot make any claims or demands against the Organizer if such additional Prizes are not introduced. If such Prizes are introduced, they shall be distributed between the Winners beginning from 64th place.
- 5.7. The Winners are solely responsible for any tax implications arising from the receipt of the Prizes.
- 5.8. Participants and Winners are not entitled to assign to third parties the rights arising within the framework of the Promotion (for example, to transfer the rights to receive the Prizes).

6. Terms of the Promotion & Winners determination

- 6.1. All actions provided for by these Rules shall be performed and recorded by the Organizer according to UAE time, from **00:00:00 to 23:59:59 inclusive**, of the corresponding calendar day included in the established period, unless specifically agreed otherwise. Any time specified in these Rules shall be considered as UAE time.
- 6.2. The Promotion shall be held from **June 24, 2024**, to **November 30, 2024**. There will be 3 Prize draws within a specified period. The Winners of each draw shall have been determined within the following terms:
 - 6.2.1. For the first draw: by August 20, 2024;

- 6.2.2. For the second draw: by October 15, 2024;
- 6.2.3. For the third draw: by November 29, 2024.
- 6.3. Live Rating of the first 10 places is public and may be seen in the Rating table on the Website of the Promotion. The current place in the Rating can be found in the Participant's account on the Website.
- 6.4. The Rating will be formed anew after each drawing specified in clause 6.2 of these Rules.
- 6.5. In case the Winners have the same number of Points, their positions in the Rating depend on which of the Winners gained these Points first.

7. Prize Drawing Procedure

- 7.1. Prizes shall be drawn as follows:
 - 7.1.1. The Organizer shall notify the Winners that they have been recognized as Winners of the Promotion stage and recipients of the Prizes by email, within [10] business days after the date of determining the Winners of the Promotion. If there are any issues related to this clause the Winners shall contact the Organizer via email: support@dubaialways.ae.
 - 7.1.2. Within [10] business days after receiving the notification of the victory, the Winner is obliged to provide the following information via email specified by the Organizer:
 - 7.1.3. name, surname, patronymic, email for receiving the Prize;
 - 7.1.4. The Winner of the Grand Prize shall additionally provide:
 - 7.1.5. scanned copies of the pages of the general passport and foreign passport of the Winner and accompanying person;
 - 7.1.6. scanned copies of the documents confirming a residence or work permit (if available);
 - 7.1.7. scanned copy of the TIN certificate (if available);
 - 7.1.8. The Organizer shall agree with the Winner convenient dates of the trip, provided that it should take place no later than April 30, 2025, after which the Organizer shall draw up the documents and transfer the travel document and accommodation document to the Winner by sending it to the email address specified by the Winner when applying for the Promotion, and also send the certificate of Prize acceptance ("**Certificate**"). The Winner shall sign the Certificate and send a scanned copy or a photo of the signed copy of the Certificate to the Organizer's email address, and the original of the signed Certificate – to the Organizer's postal address.
 - 7.1.9. After verifying the information specified in Clause 7.1.2 of the Rules, the Organizer shall confirm the Winners' rights to obtain the Prizes via email and send the Winners the corresponding Prizes by email specified by the Winner within 14 business days.
- 7.2. The Participant claiming the corresponding Prize shall lose the right to be recognized as the Winner and recipient of the Prize in the following cases:
 - 7.2.1. The Winner refused the Prize or refused to sign the Certificate;

- 7.2.2. The Organizer was unable to contact the Participant due to the e-mail incorrectly specified by the Participant, and the Participant did not get in touch with the Organizer by email specified in Clause 1.2 of the Rules within the period established in Clause 7.1.2 of the Rules;
 - 7.2.3. The Participant failed to perform any actions necessary to receive the Prize or performed such action in violation of the deadline;
 - 7.2.4. The Participant provided distorted or inaccurate information.
- 7.3. In the event of force majeure circumstances caused by natural phenomena, military operations, issuance of prohibitive legislative acts, and other circumstances beyond the Organizer's control and not allowing it to fulfill its obligation to deliver the Prizes, the Prizes shall not be delivered, replaced or indemnified.
- 7.4. Prizes not delivered within the time limit provided in these Rules, for one reason or another beyond the control of the Organizer, shall be recognized as unclaimed. Unclaimed Prizes shall not be stored.

8. Changes & Termination of the Rules

- 8.1. The full official Rules of the Promotion shall be posted for public access on the Website.
- 8.2. The Organizer has the right to change the Rules of the Promotion or cancel the Promotion in accordance with the current legislation of the UAE. Informing about changes in the Rules, cancellation of the Promotion, or other significant events related to the Promotion, shall be made by sending an email with summary of changes. The updated version of the Rules may be found on the Website.

9. Agreement Conclusion

- 9.1. The agreement for participation in the Promotion between the Organizer and the Participant shall be free of charge for the latter, entered into by joining the Participant to the conditions contained in the text of these Rules in the following way:
 - 9.1.1. The said agreement shall be concluded by sending a public offer (proposal) by the Organizer through the publication of these Rules in accordance with the procedure established by these Rules, and acceptance of the offer (acceptance) by a person who meets the requirements set out in these Rules by performing the relevant actions set out in these Rules.
 - 9.1.2. The agreement between the Organizer and the Participant shall be considered entered into at the time of acceptance of application due to clause 3.3. of these Rules.

10. Personal Data

- 10.1. In accordance with UAE Federal Law No. 45 of 2021 on Personal Data Protection (PDPL), the Organizer acknowledges its responsibilities and duties regarding the collection, processing, and storage of personal data provided by Participants. The following provisions apply:

10.2. *Data Collection and Consent:*

- 10.2.1. Personal data collected includes but is not limited to, name, personal email address, country of residence, and any other information specified in the Participation Form.
- 10.2.2. By participating in the Promotion, Participants consent to the collection and processing of their personal data as outlined in these Rules.

10.3. *Purpose of Data Processing:*

- 10.3.1. Personal data will be processed for the purposes of managing and administering the Promotion, verifying eligibility, contacting Winners, and distributing Prizes.
- 10.3.2. Data may also be used for marketing and promotional activities related to the Promotion, subject to the explicit consent of the Participant.

10.4. *Data Storage and Security:*

- 10.4.1. Personal data will be stored securely in accordance with UAE data protection regulations and will be accessible only to authorized personnel involved in the administration of the Promotion.
- 10.4.2. The Organizer will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data, protecting it from unauthorized access, alteration, disclosure, or destruction.

10.5. *Data Sharing:*

- 10.5.1. Personal data may be shared with third parties involved in the execution of the Promotion, such as courier services for Prize delivery. These third parties are required to handle personal data in compliance with applicable data protection laws.
- 10.5.2. Personal data will not be transferred outside the UAE unless adequate data protection measures are in place, and such transfers are in compliance with the PDPL.

10.6. *Participant Rights:*

- 10.6.1. Participants have the right to access their personal data, request corrections, or request deletion of their data in accordance with the PDPL.
- 10.6.2. Participants may withdraw their consent for data processing at any time. However, withdrawing consent may affect their ability to participate in the Promotion.

10.7. *Data Retention:*

- 10.7.1. Personal data will be retained until fulfilling the purposes for which it was collected.
- 10.7.2. Once the data retention period expires, personal data will be securely deleted or anonymized.

10.8. *Contact for Data Protection:*

- 10.8.1. For any inquiries or concerns regarding the processing of personal data, Participants may contact the Organizer at the provided email address: sg@sorryguys.media.

- 10.9. By participating in the Promotion, Participants acknowledge that they have read and understood these data protection provisions and agree to the processing of their personal data as outlined. The Organizer reserves the right to amend these provisions in accordance with changes in UAE data protection laws and regulations.

11. Limitation of Liability

- 11.1. The Organizer shall not be liable for:
- 11.1.1. Non-fulfillment (untimely fulfillment) by the Participants of the obligations related to participation in the Promotion and obtaining the Prizes;
 - 11.1.2. Failure to read and understand the Rules and conditions of the participation in the Promotion by the Participants, as well as failure to learn the results of the Promotion; non-receipt of letters, calls, facsimile, and/or electronic messages from the Participants, including through the fault of the postal service, communication organizations, as a result of technical problems and/or fraud on the Internet and/or communication channels used in the period of the Promotion;
 - 11.1.3. Non-receipt (late receipt) from the Participants of the documents and/or information necessary to receive the Prizes;
 - 11.1.4. Receipt from the Participants of incomplete and/or incorrect contact and/or other information required for the purpose of running the Promotion and transferring the Prizes.

12. Miscellaneous

- 12.1. The Organizer shall not enter into any negotiations with persons excluded from participating in the Promotion.
- 12.2. If, for any reason, the Promotion cannot be conducted as planned, including reasons caused by computer viruses, Internet failures, defects, manipulations, tampering, falsifications, technical failures, or any reason beyond the control of the Organizer that misrepresents or affects the performance, security, fairness, integrity or proper conduct of the Promotion, the Organizer can, in its sole discretion, cancel, terminate, modify or suspend the Promotion, or invalidate any affected applications for participation.
- 12.3. All Participants and Winners of the Promotion shall pay on their own all expenses incurred by them in connection with the participation in the Promotion (including, without limitation, expenses related to Internet access).
- 12.4. All terms, definitions, and concepts found in the Rules are established by the Organizer, and, in case of discrepancies with other sources, they shall be used in the meaning established in these Rules.
- 12.5. Claims regarding the procedure for conducting the Promotion and awarding the Prizes shall be accepted by the Organizer at the postal or e-mail address specified in Clause 1.2 of the Rules within 30 calendar days after the end of the Prize draw period. If the Participant fails to file a claim within the established period, the Organizer's obligations to such Participant in the procedure for conducting the Promotion and awarding the Prizes shall be considered completely fulfilled and accepted by the Participant without claims.

"Dubai, Always" Privacy Policy

1. Personal Data

1.1. In accordance with the UAE Federal Law No. 45 of 2021 on Personal Data Protection (PDPL), the Organizer acknowledges its responsibilities and duties regarding the collection, processing, and storage of personal data provided by the data subjects. When it comes to accessing, storing, and transmitting personal data, the Organizer ensures adequate levels of protection and security. This section of the Rules applies to all activities performed for processing, accessing, or storing personal data in relation to the Promotion of using the Website.

1.2. The Organizer does not process sensitive personal data or biometric data of data subjects.

1.3. Definitions

This section of the Rules applies to the following definitions which shall be read and understood by the data subject:

1.3.1. **"Controller"** means an establishment or natural person who has personal data and who, given the nature of his / her activity, specifies the method, criteria, and purpose of processing such personal data, whether individually or jointly with other persons or establishments. In the purpose of this section of the Rules, the Organizer acts as the Controller.

1.3.2. **"Data subject"** means the natural person who is the subject of the personal data that is processed by the Organizer. In the purpose of this section of the Rules the term "Data subject" may refer to regular users (which are not the Participants or the Winners due to not fulfilling the relevant criteria), the Participant of the Winner.

1.3.3. **"Personal data"** means any data relating to an identified natural person, or one who can be identified directly or indirectly by way of linking data, using identifiers such as name, voice, picture, identification number, online identifier, geographic location, or one or more special features that express the physical, psychological, economic, cultural or social identity of such person. It also includes sensitive personal data and biometric data.

1.3.4. **"Processing"** means any operation or set of operations that is performed on Personal Data using any electronic means, including Processing and other means. This process includes collection, storage, recording, organization, adaptation, alteration, circulation, modification, retrieval, exchange, sharing, use, or classification or disclosure of Personal Data by transmission, dissemination or distribution, or otherwise making it available, or aligning, combining, restricting, blocking, erasing or destroying Personal Data or creating models therefore.

1.4. Processing Principles

By processing the personal data of the data subjects, the Organizer adheres to the following principles of personal data processing:

1.4.1. **Lawfulness.** Processing of personal data must be done lawfully, fairly, and transparently to protect the rights of the data subjects. Collection, processing, and sharing of personal data should always be based on lawful grounds.

1.4.2. **Fairness and transparency.** Information on the identity of the Organizer collecting the personal data, and how and why it will use, process, disclose,

protect, and retain that personal data must be provided to data subjects when first collecting personal data.

- 1.4.3. **Purpose limitation.** Personal data must only be processed for the purpose defined before the data was collected. Collection must be limited to what is necessary for each purpose.
- 1.4.4. **Accuracy.** Personal data on file must be correct, complete, and kept up to date. Inaccurate or incomplete data must be deleted, corrected, supplemented, or updated regularly.
- 1.4.5. **Storage limitation.** Personal data must not be retained longer than necessary for the purposes it was obtained.
- 1.4.6. **Security, integrity and confidentiality.** Appropriate steps must be taken to process personal data securely using technical and organizational measures to protect against unauthorized processing and accidental loss.
- 1.4.7. **Transfer limitation.** Personal data must not be transferred without appropriate protective measures and safeguards.

1.5. Purposes and Scope of Data Processing

- 1.5.1. The purposes of processing and the scope of personal data collected may vary depending on the data subject's status and their relationship with the Organizer. A table detailing these variations may be seen below:

Data subject status	Purpose of processing	Scope of the personal data
Regular user	<ul style="list-style-type: none"> ➤ providing and improving the Game features ➤ providing support related to the Website, Game operation, privacy matters, etc. ➤ performing marketing and promotional activities by the Organizer related to the Promotion ➤ analyzing the use of the Website and the Game ➤ analyzing data to improve service delivery, including fixing bugs, developing new features or future projects 	<p><u>Data that the data subject provides intentionally:</u></p> <ul style="list-style-type: none"> ➤ data that indicated when creating a request to support <p><u>Data that is collected automatically:</u></p> <ul style="list-style-type: none"> ➤ information about in-Game activities (amount of Points earned, ranking etc.) ➤ data from cookies and similar technologies ➤ IP-address
Participant	<ul style="list-style-type: none"> ➤ providing and improving the Game features ➤ managing and administering the Promotion ➤ verifying the eligibility to participate in the Promotion 	<p><u>Data that the data subject provides intentionally:</u></p> <ul style="list-style-type: none"> ➤ name ➤ email address ➤ password

	<ul style="list-style-type: none"> ➤ providing support related to the Promotion, Website, Game operation, privacy matters, etc. ➤ analyzing data to improve service delivery, including fixing bugs, developing new features or future projects ➤ performing marketing and promotional activities by the Organizer related to the Promotion ➤ analyzing the use of the Website and the Game 	<ul style="list-style-type: none"> ➤ country of citizenship / country of residence / country where the work permit is obtained ➤ data that indicated when creating a request to support <p><u>Data that is collected automatically:</u></p> <ul style="list-style-type: none"> ➤ information about in-Game activities (amount of Points earned, ranking etc.) ➤ data from cookies and similar technologies ➤ IP-address
Winner	<ul style="list-style-type: none"> ➤ providing and improving the Game features ➤ managing and administering the Promotion ➤ verifying eligibility of Winners to receive the Prizes ➤ contacting Winners ➤ distributing Prizes between Winners ➤ providing support related to the Promotion, Website, Game operation, privacy matters, etc. ➤ performing marketing and promotional activities by the Organizer related to the Promotion ➤ analyzing the use of the Website and the Game ➤ analyzing data to improve service delivery, including fixing bugs, developing new features or future projects 	<p><u>Data that the data subject provides intentionally:</u></p> <ul style="list-style-type: none"> ➤ name ➤ surname ➤ patronymic ➤ email address ➤ password ➤ country of citizenship / country of residence / country where the work permit is obtained ➤ data that indicated when creating a request to support ➤ scanned copies of the pages of the general passport and foreign passport ➤ scanned copies of the documents confirming a residence or work permit ➤ scanned copy of the TIN certificate <p><u>Data that is collected automatically:</u></p> <ul style="list-style-type: none"> ➤ information about in-Game activities (amount of Points earned, ranking etc.) ➤ data from cookies and similar technologies ➤ IP-address

1.5.2. By using the Website or participating in the Promotion, data subjects consent to the collection and processing of their personal data as outlined in these Rules.

1.5.3. The processing of personal data performed by the Organizer with the use of automation tools.

1.6. Data Storage and Security

1.6.1. Personal data will be stored securely in accordance with UAE data protection regulations and will be accessible only to authorized personnel involved in the administration of the Promotion or maintaining the Website and the Game operation.

1.6.2. The Organizer will implement appropriate technical and organizational measures to ensure the security and confidentiality of personal data, protecting it from unauthorized access, alteration, disclosure, or destruction.

1.6.3. The personal data provided by data subjects in relation to the Promotion is stored by the Organizer on the servers located at Dubai, UAE.

1.7. Data Sharing

1.7.1. Personal data may be shared with third parties involved in the execution of the Promotion. These third parties are required to handle personal data in compliance with applicable data protection laws.

1.7.2. Personal data will not be transferred outside the UAE unless adequate data protection measures are in place, and such transfers are in compliance with the PDPL.

1.7.3. The Organizer shares the personal data of data subjects with the following third parties:

Third party	What it does	More information
Google Analytics	Helps to understand how Website visitors engage with it	https://policies.google.com/technologies/partner-sites https://policies.google.com/technologies/cookies https://support.google.com/analytics/answer/6004245
Yandex.Metrica	Obtains data about Website visitors activities	https://yandex.com/legal/metrica_termsfuse/ https://yandex.com/legal/metrica_agreement/
Meta Pixel	Collects data about Website visitors for advertise targeting	https://developers.facebook.com/docs/meta-pixel/ https://www.facebook.com/privacy/policy/?entry_point=data_policy_redirect&entry=0
TikTok Pixel	Collects data about Website visitors for advertise targeting	https://ads.tiktok.com/help/article/tiktok-pixel https://www.tiktok.com/legal/page/eea/privacy-policy/en https://ads.tiktok.com/i18n/official/policy/business-products-ter

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Snapchat Pixel	Collects data about Website visitors for advertise targeting	https://businesshelp.snapchat.com/s/article/snap-pixel-about?language=en_US
3NT Solutions LLP	Provides a server for the Website hosting	https://3nt.com/ https://3nt.com/privacy

1.8. Participant Rights

Data subjects have several rights concerning their personal data. The Organizer is committed to respecting and facilitating these rights in accordance with applicable data protection law. Below are the main privacy rights and how the data subject can exercise them:

- 1.8.1. **Right to Access.** Data subjects have the right to request access to the personal data the Organizer holds about them. This allows data subjects to understand how and why their data is being used and to verify lawful processing.
- 1.8.2. **Right to Rectification.** Data subjects can request corrections or updates if their personal data is incorrect or incomplete.
- 1.8.3. **Right to Erasure.** Data subjects can request the deletion of their personal data if there is no compelling reason for its continued processing.
- 1.8.4. **Right to Restrict Processing.** Data subjects can request limited processing of their personal data under certain circumstances, such as disputing data accuracy.
- 1.8.5. **Right to Data Portability.** Data subjects can request the transfer of their personal data to another data controller in a structured, commonly used, and machine-readable format.
- 1.8.6. **Right to Object.** Data subjects can object to the processing of their personal data if it impacts their fundamental rights and freedoms, including objections to direct marketing.
- 1.8.7. **Right to Withdraw Consent.** If processing is based on consent, data subjects can withdraw consent at any time.

To exercise any of these rights, please contact the Organizer via email support@dubaialways.ae. The Organizer will respond to such requests within a reasonable timeframe and in accordance with applicable law. If there are any privacy rights that are not mentioned above, in no way it may be considered as the waiver of the Organizer to realization of such rights by data subjects.

1.9. Data Retention

- 1.9.1. Personal data will be retained until fulfilling the purposes for which it was collected.

1.9.2. Once the data retention period expires, personal data will be securely deleted or anonymized.

1.10. Direct Marketing

1.10.1. The Organizer may engage in direct marketing activities, including contacting the data subject via email to provide information about promotions, offers, and services that may be of interest and the data subject provides a consent for receiving such information.

1.11. Data Breach

1.11.1. The Organizer takes all necessary measures to ensure the security of personal data. Despite these efforts, data breaches or unauthorized access may occur due to various reasons, including factors beyond the Organizer's control. Upon becoming aware of any infringement or breach of the personal data of the data subject that may compromise privacy, confidentiality, or security, the Organizer will immediately report such infringement or breach, along with the results of the investigation, to the relevant authority and take prompt actions to minimize and prevent further damage to personal data. Additionally, if necessary, the Organizer will notify the data subject about such breach.

1.12. Cookies

1.12.1. The Organizer uses cookies to improve the data subject's experience and ensure the Website functions correctly. Cookies are small text files stored on the data subject's device that help to recognize its future visits. Cookies can be persistent (lasting until a set expiration date) or session-based (deleted when the person closes the browser).

1.12.2. The following types of cookies are used by the Organizer:

- **Essential Cookies:** Necessary for the Website operation. It cannot be opted out.
- **Analytics Cookies:** Collect data on the Website usage to help the Organizer improve performance.
- **Personalization Cookies:** Remember the data subject's preferences, such as language and region.
- **Marketing Cookies:** Used by third parties to deliver relevant ads and measure their effectiveness.

1.12.3. Data subjects can control cookies through the browser settings. Disabling cookies may affect the ability to use some Website features.

1.13. Clauses for EU data subjects

1.13.1. If the data subject is located in the European Union (EU), they have specific rights under the General Data Protection Regulation (GDPR). These rights include, but are not limited to, the right to access their personal data, the right to rectification, the right to erasure, the right to restrict processing, the right to data portability, the right to object to processing, and the right to withdraw consent at any time. The Organizer is committed to ensuring these rights are upheld and that data subjects can exercise their rights easily.

1.13.2. For any inquiries or to exercise these rights, the data subject can contact the Organizer via the provided contacts in clause 1.15 of these Rules. Detailed information about the GDPR and data subject rights can be found on the [European Commission's website](#).

1.14. *Clauses for US data subjects*

1.14.1. If the data subject is located in the United States, they may have specific rights under various state and federal laws, such as the California Consumer Privacy Act (CCPA) for California residents. These rights may include the right to know what personal data is being collected, the right to access their personal data, the right to request deletion of their personal data, the right to opt out of the sale of their personal data, and the right to non-discrimination for exercising their privacy rights.

1.14.2. The Organizer is committed to complying with applicable US data protection laws and ensuring that data subjects can exercise their rights. For any inquiries or to exercise these rights, the data subject can contact the Organizer via the provided contacts in clause 1.15 of these Rules. More information on CCPA rights can be found on the [California Attorney General's website](#).

1.15. *Contact for Data Protection*

1.15.1. For any inquiries or concerns regarding the processing of personal data, Participants may contact the Organizer at the provided email address: **support@dubaialways.ae**.

1.16. By participating in the Promotion, the data subjects acknowledge that they have read and understood these data protection provisions and agree to the processing of their personal data as outlined. The Organizer reserves the right to amend these provisions in accordance with changes in UAE data protection laws and regulations.