

Terms & Conditions

Acceptance of Website Terms and Conditions

Please read these Terms and Conditions carefully. These are the Terms and Conditions governing your access and use of the (AL MONTAZAH PARKS) web site, located at: www.almontazah.ae (“Website”). NOTE: IF YOU DO NOT AGREE WITH THESE TERMS AND CONDITIONS, PLEASE DO NOT USE/VIEW THE WEBSITE. By continuing to use the Website and/or any of the services on the Website, you agree to be bound by these Terms and Conditions.

AL MONTAZAH PARKS offers a variety of tours, tickets and services (“products”) through the Website and through designated partner websites.

Unless otherwise stated, purchases made through the Website or any partner website are subject to these Terms & Conditions. In all booking arrangements, the person making the booking shall be deemed to have accepted these conditions on behalf of the persons named in the booking.

Intellectual Property

All intellectual property rights, including but not limited to, all trademarks, copyright and database rights, in the content and materials included throughout the Website, including but not limited to, graphics, text, images, software, digital downloads and audio clips, are the sole property of Al Montazah Parks, its subsidiaries, and/or affiliates, and are protected to the fullest extent by applicable trademark, copyright and database laws, and all such rights are reserved..

Use of Information and Materials

The information and materials contained on the Website, and the terms, conditions, and descriptions that appear, are subject to change. Not all products and services described therein shall be available at all times or in all areas. Your eligibility for particular products and services is subject to the final determination and acceptance by us, and any agreement with us, shall be subject only to a written agreement evidencing such agreement.

The Website is for personal use and you agree not to modify, copy, distribute, reproduce, transfer or sell any information, material, software, products or services contained on the Website (unless you have entered into a separate written agreement with us in relation thereto).

Links to Third Party Websites

The Website may contain hyperlinks to websites operated by third parties. We are not responsible for the content of these websites, and inclusion of such hyperlinks on the Website, are solely for your convenience, and in no way constitutes endorsement of the content of such third party websites. The content, accuracy, opinions expressed, and other links provided by these resources are not investigated, verified, monitored, or endorsed by us.

Financial Information

We disclaim in full any liability in relation to your financial information and you hereby agree that we shall have no liability to you in respect of any financial information or data that you may transmit to us.

Submission of Information

All information submitted to us via the Website shall be deemed and remain our property, and we shall be free to use, for any purpose, any ideas, concepts, know-how or techniques contained in information a visitor to the Website provides us through the Website. We shall not be subject to any obligations of confidentiality or privacy regarding submitted information except as agreed by us, as specifically set forth elsewhere on the Website, in our Privacy Policy, or as otherwise specifically agreed or required by law.

Privacy Policy

We are committed to endeavoring to manage any personal information provided to us in a responsible and secure manner and at all times in accordance with applicable laws. By choosing to provide us with your personal information, you are consenting to its use by us in accordance with these Terms and Conditions. We shall not share your personal information with third parties or use it for any substantially or materially different purpose unless otherwise stated at the time of collection. We may contact you for the purposes of updating you on our products and services as well as any other information that we believe may be of interest to you. In the event you do not wish to be contacted for marketing purposes, please notify us at the time you are asked to provide us with any personal information.

You expressly acknowledge that we may use your anonymous data in order to collate industry and marketing statistics. We may also ask third parties to collate any such statistics on our behalf.

All credit/debit cards details and personally identifiable information will NOT be stored, sold, shared, rented or leased to any third parties.

Cookies

Cookies are pieces of information that are stored on your computer and which allow us to recognize you as a user of this Website and monitor which parts of the Website you have visited. No secure information or personal data is contained in our cookies.

Amendment

These Terms and Conditions are subject to change and can be modified at any time without notice. Your continued use of the Website following the posting of changes to these Terms and Conditions further signifies that you accept such changes. No variation to these Terms & Conditions shall be of any effect unless made in writing by and with the authority of AL MONTAZAH PARKS.

User Accounts

You may need to create an account and provide information about yourself in order to use some of the features on the Website. You are responsible for maintaining the confidentiality of your account password. You are also responsible for all activities that occur in connection with your account. You agree to notify us immediately of any unauthorized use of your account.

Your account is for your personal, non-commercial use only. You may not impersonate someone else (e.g., adopt the identity of a celebrity), create an account for anyone other than yourself, provide an email address other than your own, or create multiple accounts.

We reserve the right to close your account at any time for any or no reason.

Restrictions on Use

You agree that you will not, and will not assist or enable others to:

- Use the Website to threaten, stalk, defraud, incite, defame, harass, or advocate the harassment of another person, or otherwise interfere with another user's use of the Website;
- Use the Website to submit or transmit spam, chain letters, contests, junk email, pyramid schemes, surveys, or other mass messaging, whether commercial in nature or not;
- Use the Website in a manner that may create a conflict of interest, such as trading reviews with other business owners or writing or soliciting reviews;
- Use the Website to promote bigotry or discrimination against protected classes;

- Use the Website to violate any third-party right, including any breach of confidence, copyright, trademark, patent, trade secret, moral right, privacy right, right of publicity, or any other intellectual property or proprietary right;
- Use the Website to submit or transmit pornography or illegal content;
- Use the Website to solicit personal information from minors or to harm or threaten to cause harm to minors;
- Use any robot, spider, site search/retrieval application, or other automated device, process or means to access, retrieve, scrape, or index the Website or any Website content;
- Attempt to gain unauthorized access to the Website, user accounts, computer systems or networks connected to the Website through hacking, password mining or any other means; use the Website or any Website content to transmit any computer viruses, worms, defects, Trojan horses or other items of a destructive nature (collectively, "Viruses"); use any device, software or routine that interferes with the proper working of the Website, or otherwise attempt to interfere with the proper working of the Website; make excessive traffic demands; use the Website to violate the security of any computer network, crack passwords or security encryption codes; disrupt or interfere with the security of, or otherwise cause harm to, the Website or Website content; remove, circumvent, disable, damage or otherwise interfere with any security-related features of the Website, features that prevent or restrict the use or copying of Website content, or features that enforce limitations on the use of the Website.

Product Validity, Modifications & Amendments

All products, tours and services offered by AL MONTAZAH PARKS are valid as per the dates displayed at the Website or any partner website. AL MONTAZAH PARKS is not responsible or liable for any information that it does not directly provide.

All requests for modifications/amendments must be directed to the AL MONTAZAH PARKS Customer Care Team (click here to submit a "Date Amendment" request on an existing booking) who will process the request. If you request a date change AL MONTAZAH PARKS will attempt to honor your request; however changes may attract an additional fee.

All other date-change requests and amendments are subject to availability and/or service providers; AL MONTAZAH PARKS cannot guarantee the success of any date-change request.

If you make a purchase using an AL MONTAZAH PARKS promotion code, or if you accept a discount or special-offer price, you may invalidate your discount or special-offer price by making any changes or amendments to your itinerary once your purchase is complete. AL MONTAZAH PARKS may decide, at its sole discretion, to honor your discount or special-offer pricing if you make a post-purchase change or amendment to your itinerary. However AL MONTAZAH PARKS reserves the right to invalidate your discount or special-offer pricing if you make any changes to your confirmed itinerary.

Occasionally our suppliers and/or service providers make changes to tour dates, prices, inclusions, coverage, age requirements, etc. As a result, AL MONTAZAH PARKS reserves the right to cancel, change or substitute any service, tour, ticket or product that you have booked via the Website or through partner websites, at any time, for any reason.

Notwithstanding the above, when we are informed in advance by our agents, service providers and/or suppliers of a significant change to a booking and/or to a tour, product or event, we make every reasonable effort to notify the consumer, travel agent and/or distributor as appropriate, in order to amend or re-issue the booking where feasible.

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Pricing & Inclusions/Exclusions

Prices listed on the Website and partner websites are per person, unless otherwise specified.

Prices are based on the local tariff at the time of quoting, converted at the prevailing foreign-exchange rate as determined by AL MONTAZAH PARKS.

Price quotations are subject to change without notice, until a booking has been confirmed.

Unless otherwise specified, prices do not include any local taxes or use-fees, including foreign departure, security, port charges, park fees, customs, immigration, agricultural, passenger-facility charges or international transportation tax.

Prices do not include tips/gratuities, passport and visa fees; baggage and personal insurance; any items of a personal nature; and any beverages or food not specifically listed under “Inclusions” on the product pages of the Website or partner websites.

Payments & Cancellations

AL MONTAZAH PARKS accepts the following credit cards: Mastercard and Visa.

- There could be a charge or service fee for processing credit or debit card payments applied by your issuing bank.
- Full payment by credit or debit card is required to make a reservation. Payment will be listed as AL MONTAZAH PARKS TOURS & ATTRACTIONS or AL MONTAZAH PARKS on the credit or debit card statement.

No refunds are available once a tour or service has commenced, or in respect of any package, accommodation, meals or any other services utilized.

Canceling a booking with AL MONTAZAH PARKS can result in 100% cancellation fees being applied by AL MONTAZAH PARKS.

The value of the transaction may be subject to taxes, foreign transaction, currency exchange or other fees. Your bank or credit or debit card company may convert the payment into the local currency and charge fees, resulting in differences between the amount displayed on the Website and partner websites, and the final amount charged to your bank account or credit or debit card

statement. Please contact your bank or card company if you have any questions concerning any applicable conversion or fees.

Passports, Visas & Insurance

It is the responsibility of all passengers, regardless of nationality and destination, to check with the consulate of the country they are visiting for current entry requirements.

As visa and health requirements are subject to change without notice, we recommend that you verify health and visa requirements with the appropriate consulate prior to departure.

We strongly recommend that you purchase a comprehensive Travel Insurance Policy prior to departure. If you cancel your trip or significantly alter travel dates, many policies will reimburse the cost of cancellation fees and related expenses.

Account Termination

We may terminate or suspend your account or ability to use the Website, in whole or in part, at our sole discretion, for any or no reason, and without notice or liability of any kind. For example, we may terminate or suspend your account or ability to use the Website if you misuse the Website. Any such termination or suspension could prevent you from accessing your account, the Website, your content, Website content, or any other related information.

You may terminate the Terms of Service at any time by closing your account and discontinuing your use of any and all parts of the Website. If you close your account, we may continue to display your previously published Content and are under no obligation to remove any of your Content.

Disclaimers & Limitations of Liability

Under no circumstances will AL MONTAZAH PARKS or its agents, affiliates, service providers, suppliers, and/or distributors be liable for any of the following losses or damage (whether such losses were foreseen, foreseeable, known or otherwise): (a) loss of data; (b) loss of revenue or anticipated profits; (c) loss of business; (d) loss of opportunity; (e) loss of goodwill or injury to reputation; (f) losses suffered by third parties; or (g) any indirect, consequential, special or exemplary damages arising from the use of the Website regardless of the form of action.

AL MONTAZAH PARKS and its agents and suppliers, in making arrangements for hotels, tours, transportation or any service in connection with the itineraries of individual customers, shall not

be liable for injury, damage, loss, accident, delay or irregularity, liability or expense to person or property due to act of default by any hotel, carrier or other company or person providing services included in the tours.

Furthermore, AL MONTAZAH PARKS and its agents and suppliers accept no responsibility for any sickness, pilferage, labor disputes, machinery breakdown, and government restrains, acts of war and/or terrorism, weather conditions, defect in any vehicle of transportation or for any misadventure or casualty or any other causes beyond their control.

AL MONTAZAH PARKS's content - including the information, names, images, pictures, logos, prices, dates, and availability regarding or relating to AL MONTAZAH PARKS and partner website, service provider, operator and/or distribution partner is provided "AS IS" and on an "AS AVAILABLE" basis without any representations or any kind of warranty made (whether express or implied by law) to the extent permitted by law, including the implied warranties of satisfactory quality, fitness for a particular purpose, non-infringement, compatibility, security and accuracy.

At AL MONTAZAH PARKS we check and recheck the details about all the products and services we offer for accuracy. However, AL MONTAZAH PARKS does not warrant that functionality, content or information contained on the Website or any partner website will be uninterrupted or error free, that defects will be corrected, or that the Website or the servers that make it available are free of Viruses or cyberattacks.

If any of these terms are determined to be illegal, invalid or otherwise unenforceable by reason of the laws of any state or country in which these terms are intended to be effective, then to the extent and within the jurisdiction in which that term is illegal, invalid or unenforceable, it shall be severed and deleted from these terms and the remaining terms shall survive, remain in full force and effect and continue to be binding and enforceable.

No Warranty Given

Whilst every effort has been made to ensure that the information published on the Website is correct and reasonably up to date, the information has been provided on an "as is" and "as available" basis and your access to, reliance on and use of the Website is at your own risk. As such, we do not warrant the accuracy, validity, currency, adequacy or completeness of the information and materials, and expressly disclaim liability for any errors, mistakes or omissions that may appear on the Website and/or any page therein. No warranties of any kind, implied, express or statutory, including but not limited to, the warranties of non-infringement of third party rights, title, reliability, merchantability, fitness for a particular purpose and freedom from computer virus, are given in conjunction with the information and materials.

Indemnity

As a user of the Website, you agree to indemnify us from and against all liabilities, costs, expenses and damages that arise or may arise out of, or in relation to, (i) any claim resulting from the use of this Website; or (ii) use of this Website whatsoever.

Legal Disclaimer

We reserve the right to disclose your personally identifiable information when we believe that disclosure is necessary to enforce or apply our Terms and Conditions, protect our rights at law and/or to comply with any judicial proceeding, court order, or legal process served on our Website, or as required by law.

Governing Law and Jurisdiction

By accessing the Website and obtaining the facilities, products or services offered through the Website, you agree that the laws of the Emirate of Dubai and the applicable Federal laws of the United Arab Emirates (UAE), shall govern such access and the provision of such facilities, products and services; and these Terms and Conditions. You further agree to submit to the exclusive jurisdiction of the courts of the Emirate of Dubai, UAE in relation to any dispute arising from, or in relation to, these Terms and Conditions or the Website.

Tickets

Scope

These Terms and Conditions apply to the online sale of Tickets to one or more of (“AL MONTAZAH PARKS”) theme parks.

Offers/Contract Conclusion

- Our offers are subject to change without notice and should be interpreted only as invitations to treat. In order to make a binding offer, purchasers must follow the online purchase instructions, input the required information correctly and accept these.
- Contracts may be regarded as concluded only after AL MONTAZAH PARKS sends a purchase confirmation email, which will be sent by AL MONTAZAH PARKS after receipt of the order and payment of the purchase price via the payment service provided. AL MONTAZAH PARKS may withdraw from a contract if the respective price is not paid without delay after a purchaser has been requested to do so.
- If payments are subsequently cancelled by the purchaser, or if objections are raised against the debiting of a credit card, or if discrepancies are found during the ordering process, AL MONTAZAH PARKS may cancel the Tickets and refuse entry to the relevant park(s).

Use of AL MONTAZAH PARKS Facilities

- All persons entering the theme park(s) are subject to the rules and regulations of entry as displayed at the main entrance and within Guest Services. Failure to adhere to the rules of entry may lead to the visitor forfeiting their right to remain in the theme park(s) and be summarily removed from the premises. AL MONTAZAH PARKS may claim damages for any resultant damage that is caused by the visitor. Visitors who, having breached the rules of entry, refuse an order to leave the premises will be prosecuted under applicable laws without delay.
- Height, weight, size and age restrictions and medical warnings apply to certain rides and attractions. These will be displayed at each relevant ride and attraction and made available from Guest Services.
- Visitors under the age of 12 must be accompanied by an individual aged 18 years or over.

Unless otherwise stated, Tickets are only valid for the theme park(s) detailed on the Ticket and are not valid for separately ticketed events, performances or activities at that theme park, other theme parks

Delivery & Shipping Policy

(Website) will NOT deal or provide any services or products to any of OFAC (Office of Foreign Assets Control) sanctions countries in accordance with the law of UAE.

Refunds will be done only through the Original Mode of Payment