

# Terms of Use





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# Background

In these Terms of Use "Dubai DET", "We", "we", "our" or "us" means Department of Economy and Tourism and its affiliates, including, but not limited to, Dubai Festivals and Retail Establishment and Dubai Corporation for Tourism and Commerce Marketing.

These Terms of Use (together with any documents referred to herein) set out the Terms of Use under which you may make use of, whether as a guest or a registered user:

- (a) any of our websites (including, without limitation, <u>www.visitdubai.com</u>) and any or tools contained therein, including those that may be provided by third party service providers ("our Websites"); and
- (b) any of our mobile applications (including, without limitation, the Visit Dubai and Dubai Calendar mobile applications) and any tools contained therein (our "Mobile Applications");
- (c) any of our social media pages; and
- (d) any of our other technological platforms in whatever form.

(together referred to as "our Platforms").

Please read these Terms of Use carefully before you start to use our Platforms, as these will apply to your use of, including accessing, browsing or registering to use, our Platforms. We recommend that you print a copy of this for future reference.

By using our Platforms, you confirm that you accept these Terms of Use and that you agree to comply with them. If you do not agree to these Terms of Use, you must not use our Platforms.

## Other applicable terms

These terms of use refer to our Privacy Notice, which also apply to your use of our Platforms. Our <u>Privacy Notice</u>, sets out the terms on which we process any personal data we collect from you, or that you provide to us. By using our Platforms, you confirm that you agree to comply with our Privacy Notice and you warrant that all data provided by you is accurate. If you do not agree to the terms of our Privacy Notice you must not use our Platforms.

Dubai DET may provide, or third party service provider may provide, tools or links to other websites, applications, resources and/or services operated by third parties that have been used on or otherwise integrated or linked with our Platforms (each an "External Service"). When you engage with a provider of an External Service, you are interacting with a third party, not with Dubai DET. If you choose to use an External Service, such use will be subject to such External Service provider's terms of use and privacy notice, as updated from time to time. Please read and be aware of the terms of use and privacy notice of each External Service you use. By accessing and/or using an External Service you do so at your own risk. To the fullest extent permitted under applicable law, Dubai DET does not assume any responsibility and shall not be responsible or liable for your use of an External Service, including without limitation the accuracy, reliability, or content of such External Service. If the provisions of an External Service provider's terms of use conflict with these terms of use, those separate terms of use of the provider of the External Service shall prevail when using such External Services.

Links to terms of use of third party External Service providers that may apply to these terms of use, include, but is not limited to:

https://www.facebook.com/legal/terms/update

https://twitter.com/en/tos

https://policies.google.com/terms

https://www.localmeasure.com/terms-of-service

https://free.currencyconverterapi.com/terms-of-service

https://wiki.osmfoundation.org/wiki/Privacy\_Policy

Please visit the website of the relevant third party External Service provider for most up to date versions. Please note that this is not an exhaustive list, and it is your responsibility to locate and review the most up to date versions of each External Service provider prior to using those third party External Services. Whilst we make every effort to ensure this list is current and complete, we make no guarantees.

#### Age restriction

If you are under the age of 21 years (a "Minor"), you may only use our Platforms under the supervision of a person that exercises parental or guardianship authority over you (i.e. a parent or guardian). Minor(s) may use our Platforms only with the consent of their parent(s) or guardian(s) ("Parental Consent"). A Minor may only validly use our Platforms by registering the email address of a parent or guardian through our Platforms. We will use that email address to request authorization from the parent or guardian to register the Minor. Only after that consent has been obtained will it be possible to complete the Minor's registration for use of our Platforms.

## Accessing our Platforms

We do not guarantee that our Platforms, or any Content on them, will always be available or be uninterrupted. Access to our Platforms is permitted on a temporary basis. We may suspend, withdraw, discontinue or change all or any part of our Platforms without notice. We will not be liable to you if for any reason our Platforms are unavailable at any time or for any period.

You are responsible for making all arrangements necessary for you to have access to our Platforms.

You are also responsible for ensuring that all persons who access our Platforms through your internet connection are aware of these terms of use and other applicable terms and conditions, and that they comply with them.

# Intellectual Property Rights

Dubai DET owns (and where applicable is the licensee of) all Intellectual Property Rights (as defined below) in the Content (as defined below), which are protected by United Arab Emirates and international copyright laws and treaties. All such rights are reserved.

In these terms of use, "Intellectual Property Rights" means intellectual property rights and includes: (i) copyright, patents, database rights and rights in trademarks, designs, know- how and confidential information (whether registered or unregistered); (ii) applications for registration, and the right to apply for registration, for any of these rights; (iii) all other intellectual property rights and equivalent or similar forms of protection existing anywhere in the world; and (iv) any licenses, permissions or rights to use obtained by a third party owner of intellectual property to use the Content on our Platforms; and "Content" means our Platforms, including but not limited to the underlying HTML, text, graphics, logos, button icons and images, audio clips, video clips, digital downloads, data compilations (as well as the organization and lay out of our Platforms), software and other content, including third party External Service providers, published and made available to you on our Platforms.

Except where expressly provided otherwise in these terms of use, you may reproduce and display the Content for your own personal, non-commercial use only. Except for the temporary copy held in your computer's cache and a single permanent copy for your personal reference, the Content may not otherwise be used, stored, reproduced, published, altered or transmitted in any form or by any means in whole or part without our prior written approval or the written approval of the relevant Intellectual Property Rights owner or licensor.

In particular, you may not use any Content to establish, maintain or provide, or assist in establishing, maintaining or providing your own publications, Internet site or other means of distribution.

If you print off, copy or download any part of our Content in breach of these terms of use, your right to use our Content (including as permitted in these terms of use) will cease immediately and you must, at our option, return or destroy any copies of the Content you have made.

Nothing displayed on our Platforms should be construed as granting any right of use in relation to any logo, masthead or trademark displayed on them without the express written consent of the relevant Intellectual Property Rights owner or licensor.

#### Disclaimer

Our Platforms are provided by us on an "as is and "as available" basis.

To the full extent permissible by applicable law, Dubai DET disclaims and excludes all warranties, express or implied, including but not limited to, implied warranties of service providers, competence, merchantability and fitness for a particular purpose, representations or other terms which may apply to our Platforms or any Content. Dubai DET will not be responsible or liable for any loss or damages of any kind including but not limited to direct, incidental punitive and consequential damages, whether in contract (including negligence) or otherwise, even if foreseeable, arising under or in connection with:

- · use of, or inability to use, our Platforms including any tools used on or otherwise linked or integrated with our Platforms; or
- use of or reliance on any Content displayed on our Platforms, including any Content displayed on any tools used on or otherwise linked or integrated with our Platforms; or
- · use of or reliance on any content of websites linked to our Platforms; or
- use of or reliance on any content or tools of an External Service provider that may be linked or integrated with our Platforms, including without limitation any financial data.

If you are a business user, please note that in particular, we will not be liable for:

- loss of profits, sales, business, or revenue;
- business interruption;
- loss of anticipated savings;
- loss of business opportunity, goodwill or reputation; or
- any indirect or consequential loss or damage.

If you are a consumer user, please note that we only provide our Platforms for domestic and private use. You agree not to use our Platforms for any commercial or business purposes, and we have no liability to you for any loss of profit, loss of business, business interruption, or loss of business opportunity.

We will not be liable for any loss or damage caused by a virus, distributed denial-of-service attack, or other technologically harmful material that may infect your computer equipment, computer programs, data or other proprietary material due to your use of our Platforms or your downloading of any content on them, or on any website linked to them.

We assume no responsibility for the content of websites linked to our Platforms. Such links should not be interpreted as endorsement by us of those linked websites. We will not be liable for any loss or damage that may arise from your use of them.

Activity(ies) or event(s) featured on our Platforms may not be suitable for you or your family and Dubai DET does not advise on the suitability or unsuitability of such activity(ies) or event(s).

Dubai DET shall not be liable or responsible to any person or entity for any injury, loss, or damage caused or alleged to be caused directly or indirectly as a result of the use or interpretation of the material, or from taking part in any activity or event, featured on our Platforms. Dubai DET shall not be liable for the actions, omissions, or advice of any third party that has been introduced by Dubai DET to users as part of, or otherwise through our Platforms.

## Changes and Updates to these terms of use

We may revise these terms of use at any time by amending this page. Please check this page from time to time to take notice of any changes made, as they are binding on you.

Third party External Service providers may change their terms of use from time to time and reserve the right to do so. Dubai DET may not always update these terms to reflect these changes immediately and cannot guarantee that the hyperlinks to the third party websites are valid and usable.

## Changes and updates to our Platforms

We may update our Platforms from time to time, and may change the Content at any time. However, please note that any of the Content on our Platforms may be out of date at any given time, and we are under no obligation to update it. We do not guarantee that our Platforms, or any Content on them, will be free from errors, omissions, or defects, whether material or otherwise, and assume no responsibility or liability in relation thereto.

#### No reliance on information

The Content on our Platforms is provided for general information only. It is not intended to amount to advice on which you should rely. You must obtain professional or specialist advice before taking, or refraining from, any action on the basis of the Content on our Platforms.

Although we make reasonable efforts to update the information on our Platforms, we make no representations, warranties or guarantees, whether express or implied, that the Content on our Platforms is accurate, complete, authentic, reliable, appropriate, up-to-date or correctly sequenced.

#### Viruses

We do not guarantee that our Platforms will be secure or free from bugs or viruses. You are responsible for configuring your information technology, computer programmes and platform in order to access our Platforms. You should use your own virus protection software.

You must not misuse our Platforms by knowingly introducing viruses, trojans, worms, logic bombs or other material which is malicious or technologically harmful. You must not attempt to gain unauthorised access to our Platforms, the server on which our Platforms is stored or any server, computer or database connected to our Platforms. You must not attack our Platforms via a denial-of-service attack or a distributed denial-of-service attack. By breaching this provision, you would commit a criminal offence under the laws of the United Arab Emirates. We will report any such breach to the relevant law enforcement authorities and we will co-operate with those authorities by disclosing your identity to them. In the event of such a breach, your right to use our Platforms will cease immediately.

# Linking to our Platforms

You may link to our homepage, provided you do so in a way that is fair and legal and does not damage our reputation or take advantage of it. You must not establish a link in such a way as to suggest any form of association, approval or endorsement on our part where none exists. You must not establish a link to our Platforms in any website that is not owned by you. Our Patforms must not be framed on any other site, nor may you create a link to any part of our Platforms other than the home page. We reserve the right to withdraw linking permission without notice.

## Third Party links and resources on our Platforms

Third Party links and resources on our Platforms

Where our Platforms contain links to other websites and resources provided by third parties, these links are provided for your information only. We have no control over the contents of those websites or resources, and assume no responsibility or liability, whether express or implied, for such third party contents.

## Applicable law

Our Platforms are created and controlled by Dubai DET in Dubai, United Arab Emirates. As such, the laws of Dubai, and where applicable the federal laws of the United Arab Emirates will govern these terms of use, without giving effect to any principles of conflicts of laws. We reserve the right to make changes to our Platforms and these terms of use at any time.

## Dubai Municipality Terms and Conditions - use of Dubai Desert Conservation

- 1. Consider environmental, health and safety requirements, and comply with all relevant legislation.
- 2. Refrain from causing damage or polluting the reserve's natural environment, and ensure adequate disposal of any waste.
- 3. Ensure compliance with wildlife safety standards, taking into account wildlife movement such as birds and reptiles. Do not destroy nests, harm juvenile animals or attempt to catch them for any reason, and inform the Environment Department of Dubai Municipality of any wildlife accidents or injuries.
- 4. Do not deviate from the planned route as this can damage or kill a certain plant or animal species, and may harm the ecosystem in the surrounding area.
- 5. Avoid making loud sounds and maintain the area as quiet as possible. Follow the site-specific instructions stipulated on the signboards.

#### Contact us

To contact us, please email info@dubaitourism.ae or click here.

Thank you for visiting our Platforms.