

HSBC Entertainer - Terms of Use



The HSBC Entertainer Mobile Application (the "Mobile Application") is developed and operated by The Entertainer FZ LLC company on behalf of HSBC. Your access and use of the Mobile Application is governed by the Entertainer's Digital Terms of Use as detailed below.

The Entertainer Digital Terms of Use

1. Introduction

1.1 The Entertainer FZ LLC ("The Entertainer") is a publishing company that solicits and collects two for one (or buy one get one free offers) and other offers from companies engaged in the restaurant, hotel, leisure, spa, and entertainment categories, and distributes those offers directly to customers in the form of books and online offers.

1.2 This legal notice ("Terms") and the Privacy Policy located here apply to all digital domains, including its Mobile Application, and the entire website found at the domain name www.theentertainerme.com, (and associated domains of www.theentertainereu.com,

www.theentertainerafrica.com, www.theentertainerasia.com) all pages within the site and their relevant URLs, including without limitation all contents of the website, any correspondence between you and The Entertainer FZ LLC or any associated person or company, and HSBC (collectively "The Entertainer") and any information, forms or materials which you submit to The Entertainer through the website or the Mobile Application.

1.3 Please read these Terms carefully before using the Entertainer website and Mobile Application. By using the Website or the Mobile Application and/or by accepting the rights and benefits The Entertainer confers upon you under these Terms you accept and acknowledge that you are legally bound by these Terms and the Privacy Policy. If you do not accept these Terms, please discontinue accessing, viewing or otherwise using the Website and Mobile Application immediately.

1.4 The Entertainer reserves the right to change, add to and cancel any or any part of these Terms and the Privacy Policy without prior notice to you at any time, at its sole discretion, by posting a copy of the amended Terms or Privacy Policy (or both) on the Website and in the Mobile Application, and it is your sole responsibility to check the Terms or Privacy Policy (or both) as available on the Website or the Mobile Application from time to time for any amendments. If the modified Terms are not acceptable to you, your only recourse is to cease using the Entertainer's Website and the Mobile Application.

1.5 The Entertainer reserves any rights not expressly granted to you in these Terms.

2. Digital Access

2.1 In order to digitally access the Entertainer, and to post

any User Generated Content (defined below), you must register to create an Entertainer Membership account ("Entertainer Membership") and become a "Member".

2.2 All prospective Members below the age of 21 must submit to The Entertainer verified parental consent when applying for an Entertainer Membership.

2.3 During The Entertainer Membership registration process and throughout your tenure as a Member, you will be required to provide certain information and you will establish a username and a password. You warrant and represent that:

2.3.1 you will at all times provide accurate, current and complete information to The Entertainer; and

2.3.2 you will update such information to keep it accurate, current and complete. The Entertainer reserves the right to suspend or terminate your Entertainer Membership or restrict access to the Website and application if any information provided during the registration process or thereafter proves to be inaccurate, not current or incomplete.

2.4 You are responsible for safeguarding your password for your Entertainer Membership. You may not disclose your password to any third party and you take sole responsibility for any activities or actions under your Entertainer Membership, whether or not you have authorized such activities or actions. You will immediately notify the Entertainer immediately of any breach of password security or unauthorized use of your Entertainer Membership.

2.5 The Entertainer reserves the right, at its sole discretion, to modify and/or discontinue all aspects and/or any part of the Website or the Mobile Application, including any portion thereof on a global or individual basis.

2.6 While The Entertainer endeavors to ensure that the Website and Mobile Application are normally available 24 hours a day, you hereby acknowledge that The Entertainer shall not be liable if for any reason our digital channels are unavailable at any time or for any period or if your digital access to the Entertainer is suspended.

2.7 You are responsible for ensuring that your computer system, mobile telephone or other communication device meets all relevant technical specifications necessary to use the Entertainer online.

2.8 The Entertainer reserves all rights to deny or restrict access to this Website and the Mobile Application to any person or organization, or to block digital access from a particular internet address or geographical territory at any time, without ascribing any reasons whatsoever.

3. The Entertainer Content

3.1 "The Entertainer Content" means, collectively, the text, data, audio content, audiovisual content, footage,

graphics, images, illustrations, forms and look and feel attributes, The Entertainer trademarks and logos and other content made available through the Website, the Mobile Application and any Customizations (as defined below), including any technology or code making up an The Entertainer widget, excluding User Content. "Content" means collectively The Entertainer Content and User Content excluding User Content owned by you.

3.2 "Customizations" means the modifications, designs or enhancements to The Entertainer Content as a result of a Member's or other user's customization of any The Entertainer character using one of The Entertainer's interactive templates. For the avoidance of doubt all Customizations shall be deemed The Entertainer Content for the purposes of clauses 3.3 to 3.9.

3.3 Any downloading, reproduction, republication, extraction, modification, copying, distribution, transmission, display or sale of Content or any other part of the Website or the Mobile Application without the express written consent of The Entertainer for any purpose is strictly prohibited.

3.4 No Content or any other part of the Website or the Mobile Application may be reproduced, republished, extracted, displayed, stored or otherwise included in any other digital or any public or private electronic retrieval system or service without the Entertainer's specific prior written permission.

3.5 The Website, the Mobile Application and Content are protected by copyright, trademark, and other laws of the United Arab Emirates and all other countries. Except as expressly provided in these Terms, The Entertainer and its licensors exclusively own all right, title and interest in and to the Website, the Mobile Application and Entertainer Content, including all associated intellectual property rights. The Entertainer will exclusively own all right, title and interest in and to any Customizations and you hereby waive and assign any and all rights you may have in any Customizations under copyright law or otherwise. You will not remove, alter or obscure any copyright, trademark, service mark or other proprietary rights notices incorporated in or accompanying the Website, the Mobile Application or The Entertainer Content.

3.6 If you breach any of the provisions in these Terms, in addition to all other legal remedies available, your permission to use the Website, the Mobile Application and any license to use the Content immediately and automatically terminates and you must immediately delete, return or destroy any downloaded or printed extracts of Content from the Website or the Entertainer's Mobile Application.

3.7 The trade mark and trade name "The Entertainer" is owned by The Entertainer. You shall not use or display publicly the "The

Entertainer" trade mark or the name "The Entertainer" without the prior written consent of The Entertainer.

3.8 The Website and the Mobile Application may contain or make reference to trademarks or other proprietary intellectual property rights of The Entertainer, its partners or of other third parties. No license to or right in any of these trademarks or other proprietary intellectual property rights is granted to or conferred upon you by reason of such reference.

3.9 Subject to your compliance with the terms and conditions of these Terms, The Entertainer grants to you a limited, non-exclusive, nontransferable license, without the right to sublicense, to access, view, download and print, where applicable, any Entertainer Content solely for your personal and non-commercial purposes, revocable upon notice by The Entertainer without need to ascribe reasons for doing so. You will not use, copy, adapt, modify, prepare derivative works based upon, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast or otherwise exploit the Website, the Mobile Application or The Entertainer Content, except as expressly permitted in these Terms. No licenses or rights are granted to you by implication or otherwise under any intellectual property rights owned or controlled by The Entertainer or its licensors, except for the licenses and rights expressly granted in these Terms.

4. User Content

4.1 "User Content" means the, text, data, graphics, images, photos, video or audiovisual content, hypertext links and any other content uploaded, transmitted or submitted by a Member via the Website or the Mobile Application, including through use of an The Entertainer widget.

4.2 By making available any User Content through the Website or the Mobile Application, you hereby grant to The Entertainer a worldwide, irrevocable, perpetual, non-exclusive, transferable, royalty-free license, with the right to sublicense, to use, copy, adapt, modify, distribute, license, sell, transfer, publicly display, publicly perform, transmit, stream, broadcast and otherwise exploit such User Content only on, through or by means of the Website or the Mobile Application. The Entertainer does not claim any ownership rights in any such User Content and nothing in these Terms will be deemed to restrict any rights that you may have to use and exploit any such User Content.

4.3 You acknowledge and agree that you are solely responsible for all User Content that you make available through the Website or the Mobile Application. Accordingly, you represent and warrant that:

4.3.1 you either are the sole and exclusive owner of all User Content that you make available through the Website or the Mobile Application or you have all rights, licenses, consents and releases that are necessary to grant to The Entertainer the rights in such User Content, as contemplated under these Terms; and

4.3.2 neither the User Content nor your posting, uploading, publication, submission or transmittal of the User Content or The

Entertainer's use of the User Content (or any portion thereof) on, through or by means of the Website or Mobile Application will infringe, misappropriate or violate a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation; and

4.3.3 you will not use the Website or the Mobile Application to offer, display, distribute, transmit, route, provide connections to or store any material that infringes copyrighted works or otherwise violates or promotes the violation of the intellectual property rights of any third party. The Entertainer has adopted and implemented a policy that provides for the termination in appropriate circumstances of the accounts of users who repeatedly infringe or are believed to be or are charged with repeatedly infringing the rights of copyright holders.

4.4 You agree to defend, indemnify, and hold The Entertainer, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with User Content you submit to the Entertainer, your access to or use of the Website, the Mobile Application or Entertainer Content, or your violation of these Terms.

5. Members' Conduct

5.1 The Entertainer may fully co-operate with any law enforcement authorities of the United Arab Emirates or any court order issued by the courts of the United Arab Emirates or any order or direction issued by the Telecom Regulatory Authority of the United Arab Emirates or any other public or regulatory body requesting or directing The Entertainer to disclose the identity or locate anyone posting any material in purported or suspected breach of any clauses of these Terms or any applicable laws.

5.2 The Entertainer reserves the absolute right:

5.2.1 to use cookies to store your preferences and to record information; and

5.2.2 to use your personal data as set out in these Terms strictly in accordance with our Privacy Policy.

5.3 You are solely responsible for your interactions (including any disputes) with other digital users. You agree and acknowledge that The Entertainer is not in any way responsible to you for screening any Entertainer Membership holders or digital users. You are solely responsible for, and will exercise caution, discretion, common sense and judgment in, using the Website or the

Mobile Application and disclosing personal information to other Entertainer users. You agree to take reasonable precautions in all interactions with other Entertainer users, particularly if:

5.3.1 you decide to meet a digital user offline, or in person; or

5.3.2 you perform services or provide goods to any digital user; or

5.3.3 you receive services or provide goods from any digital user.

5.4 Your use of the Website, Mobile Application and Entertainer Content and any other content made available through the Website or Mobile Application is at your sole risk and discretion and The Entertainer hereby disclaims any and all liability to you or any third party relating thereto. The Entertainer reserves the right to contact Members, in compliance with applicable law, in order to evaluate compliance with the rules and policies in these Terms. You will cooperate fully with The Entertainer to investigate any suspected unlawful, fraudulent or improper activity, including, without limitation, granting authorized The Entertainer representatives access to any password-protected portions of your Entertainer Account.

5.5 You agree and warrant that you will not:

5.5.1 misuse the Entertainer's Website, Mobile Application or communication systems that in any way whatsoever (including, without limitation, by hacking);

5.5.2 use the Website or Mobile Application for any purpose that is unlawful in any relevant jurisdiction or is otherwise prohibited by

these Terms;

5.5.3 post, upload, publish, submit or transmit any text, graphics, images, software, music, audio, video, information or other material that: (i) infringes, misappropriates or violates a third party's patent, copyright, trademark, trade secret, moral rights or other intellectual property rights, or rights of publicity or privacy; (ii) violates, or encourages any conduct that would violate, any applicable law or regulation or would give rise to civil liability; (iii) is fraudulent, false, misleading or deceptive; (iv) is defamatory, obscene, pornographic, vulgar or offensive; (v) promotes discrimination, bigotry, racism, hatred, harassment or harm against any individual or group; (vi) is violent or threatening or promotes violence or actions that are threatening to any other person; (vii) promotes illegal or harmful activities or substances (including but not limited to activities that promote or provide instructional information regarding the manufacture or purchase of illegal weapons or illegal substances); or (viii) is contrary to the social and cultural norms of the United Arab Emirates;

5.5.4 use, display, mirror, frame or utilize framing techniques to enclose the Website, the Mobile Application or any individual element or materials, digital or otherwise,

The Entertainer's name, any Entertainer trademark, logo or other proprietary information, the content of any text or the layout and design of any page or form contained on a page, without the Entertainer's express written consent;

5.5.5 access, tamper with, or use non-public areas of the Website, the Mobile Application, the Entertainer's computer systems, or the technical delivery systems of the Entertainer's providers;

5.5.6 attempt to probe, scan, or test the vulnerability of any Entertainer system or network or breach any security or authentication measures;

5.5.7 avoid, bypass, remove, deactivate, impair, descramble or otherwise circumvent any technological measure implemented by the Entertainer or any of the Entertainer's providers or any other third party (including another user) to protect the Website, the Mobile Application or the Entertainer Content;

5.5.8 attempt to access or search the Website, the Mobile Application or Entertainer Content or download Entertainer Content from the Website or the Mobile Application through the use of any engine, software, tool, agent, device or mechanism (including spiders, robots, crawlers, data mining tools or the like) other than the software and/or search agents provided by the Entertainer or other generally available third party web browsers (such as Microsoft Internet Explorer, Mozilla Firefox, Safari or Opera);

5.5.9 send any unsolicited or unauthorized advertising, promotional materials, email, junk mail, spam, chain letters or other form of solicitation;

5.5.10 use any meta tags or other hidden text or metadata utilizing the Entertainer's trademark, logo URL or product name without the Entertainer's express written consent;

5.5.11 use the Website, the Mobile Application or Entertainer Content for any commercial purpose or the benefit of any third party or in any manner not permitted by these Terms;

5.5.12 forge any TCP/IP packet header or any part of the header information in any email or newsgroup posting, or in any way use the Website, the Mobile Application or Entertainer Content to send altered, deceptive or false source-identifying information;

5.5.13 attempt to decipher, decompile, disassemble or reverse engineer any of the software used to provide the Website, the Mobile Application or Entertainer Content;

5.5.14 interfere with, or attempt to interfere with, the access of any user, host or network, including, without limitation, sending a virus, overloading, flooding, spamming, or mail-bombing the Website or the Mobile Application;

5.5.15 collect or store any personally identifiable information from the Website and the Mobile Application from other digital users without their express permission;

5.5.16 impersonate or misrepresent your affiliation with any person or entity; or

5.5.17 encourage or enable any other individual to do any of the foregoing.

5.6 The Entertainer will have the right to investigate and prosecute violations of any of the above, including intellectual property rights infringement and Website and Mobile Application security issues, to the fullest extent of the law. The Entertainer may involve and cooperate with law enforcement authorities in prosecuting users who violate these Terms. You acknowledge that The Entertainer has no obligation to monitor your access to or use of the Website or The Entertainer Content or to review or edit any User Content, but has the right to do so for the purpose of operating the Website and Mobile Application to ensure your compliance with these Terms, or to comply with applicable law or the order or requirement of a court, administrative agency or other governmental body. The Entertainer reserves the right, at any time and without prior notice, to remove or disable access to any The Entertainer Content, including, any User Content, that The Entertainer, in its sole discretion, considers to be in violation of these Terms or otherwise harmful to the Website or its Mobile Application.

5.7 You agree to defend, indemnify, and hold The Entertainer, its officers, directors, employees and agents, harmless from and against any claims, liabilities, damages, losses, and expenses, including, without limitation, reasonable legal and accounting fees, arising out of or in any way connected with User Content you submit to The Entertainer, your access to or use of the Website, the Mobile Application or Entertainer Content, or your violation of these Terms.

6. Links To And From Other Websites

6.1 Links to third party websites on the Website and the Mobile Application are provided solely for your convenience. If you use these links, you will leave the Website or the Mobile Application, the Entertainer is not obliged to review all of these third party websites and is not responsible for these websites, including their content or availability and the conduct of the proprietors of such websites. The inclusion of these links on the Website or within the Mobile Application does not imply any endorsement or approval of the linked sites or the content, information or any linked addresses therein, or make any representations about them, or any material found there, or any results that may be obtained from using them. If you decide to access any of the third party websites linked to the Website or in the Mobile Application, you do so entirely at your own risk.

6.2 If you would like to place a link to the Website or the Mobile Application on another website, you may only do so on the basis that you link to, but do not replicate, web sites and web pages featuring solely Public Content found on the

Entertainer website, and subject to the following conditions:

6.2.1 you do not remove, distort or otherwise alter the size or appearance of the “The Entertainer” brand or trademark or any other brand or trademark owned and/or controlled by The Entertainer;

6.2.2 you do not create a frame or any other browser or border environment around the Website or the Mobile Application;

6.2.3 you do not in any way imply that The Entertainer is endorsing any products or services other than its own;

6.2.4 you do not misrepresent your relationship with The Entertainer nor present any other false information about The Entertainer;

6.2.5 you do not otherwise use the “The Entertainer” brand or trademark or any other brand or trademarks displayed on the Website or in the Mobile Application without express written permission from The Entertainer;

6.2.6 you do not otherwise use the whole or any part of the Content without express permission from The Entertainer;

6.2.7 the other website does not contain content that is distasteful, offensive or controversial or is in any way contrary to the political, cultural or social norms or sensitivities in the United Arab Emirates;

6.2.8 the other website does not infringe any intellectual property rights or other rights of any third party; and

6.2.9 the other website complies with all the laws and regulations of the TECOM Authority – Dubai, the Emirate of Dubai and the Federal laws of the United Arab Emirates as applicable therein.

6.3 The Entertainer expressly reserves the right to revoke the right granted in clause 6.2 at any time and for any reason and to take any action it deems appropriate.

7. Communication From You To The Entertainer

7.1 With respect to all communications and submissions you make to The Entertainer regarding the Website (or Content on the Website) or the Mobile Application, including but not limited to questions, comments, suggestions and other feedback, ideas, concepts, know-how, techniques, text, photographs, graphics, video or audio in any format, (“Communication”), The Entertainer will use all reasonable endeavors to act in good faith. You acknowledge and agree that in the absence of written agreement by The Entertainer to the contrary:

7.1.1 The Entertainer shall have no obligation to protect your Communication from any disclosure;

7.1.2 The Entertainer is or may be from time to time investigating other ideas, creations, concepts, businesses

and other forms of submission and The Entertainer may therefore be in discussions with third parties from which The Entertainer may already have received or may from time to time receive proprietary information that is similar to your Communication, the subject matter of which is not related to or derived from your Communication;

7.1.3 The Entertainer shall be free to use, disclose, reproduce, modify, adapt, publish, translate, distribute and/or create derivative works from your Communication for the purposes of assessment and evaluation provided that such right is exercised at all times in good faith; and

7.1.4 The Entertainer shall not be obliged to open, review or respond to any Communication;

7.1.5 You grant to The Entertainer a perpetual, irrevocable, royalty-free, non-exclusive sub licensable right and license to use, reproduce, modify, adapt, publish, translate, create derivative works from, distribute, perform, play, make available to the public, and exercise all copyright and publicity rights with respect to your Communication worldwide and/or to incorporate your Communication in other works in any media now known or later developed to the full term of any rights that may exist in your Communication. If you do not wish to grant these rights please do not submit your Communication.

7.2 You warrant and represent that:

7.2.1 all Communication is your own original work or that you have in writing all necessary permissions, licenses, assignments, waivers and documentation required to make to allow The Entertainer to receive and use the Communication as envisaged in these terms;

7.2.2 you have the right to make it available to The Entertainer for all purposes and to grant the rights granted by you under clause 4 and throughout these Terms; and

7.2.3 you are over 21 years old at the time of making all Communications or that you have submitted together with the communication written, verified parental consent.

7.3 We welcome and encourage you to provide feedback, comments and suggestions for the Content, the Website and the Mobile Application (“Feedback”). You may submit Feedback by emailing us at info@theentertainer.me. com or through the ‘Contact’ section of the Website. You acknowledge and agree that all Feedback will be the sole and exclusive property of The Entertainer and you hereby irrevocably assign to The Entertainer and agree to irrevocably assign to The Entertainer all of your right, title, and interest in and to all Feedback, including without limitation all worldwide patent rights, copyright rights, trade secret rights, and other proprietary or intellectual property rights therein. At The Entertainer’s request and expense, you will execute documents and take such further acts as The Entertainer may reasonably request to assist The Entertainer to acquire, perfect, and maintain its intellectual property rights and other legal protections for the Feedback.

7.4 The Entertainer advises you to exercise caution and good judgment when leaving Feedback. Once you complete and submit your Feedback to the Website you will not be able to go back and edit your Feedback. You should also be aware that you could be held legally responsible for damages to someone's reputation if your Feedback is deemed to be defamatory. Without limiting any other terms of this Terms, The Entertainer may, but is under no obligation to, monitor or censor Feedback and disclaims any and all liability relating thereto. Notwithstanding the foregoing, The Entertainer does reserve the right, in its sole discretion, to remove any Feedback that it deems to be improper, inappropriate or inconsistent with the online activities that are permitted under these Terms.

8. Disclaimer

8.1 The Content, including any e-mail notifications and news updates, is intended for informational purposes only and does not in any case constitute a legally binding offer.

8.2 While The Entertainer endeavors to ensure that the Content is correct and current, The Entertainer makes no express or implied condition, warranty, representation or undertaking as to its accuracy, reliability or completeness. The Entertainer may make changes to the Content and the products, services and programs described on the Website or in the Mobile Application, at any time without notice. The Content may be out of date, and The Entertainer makes no commitment to update such Content.

8.3 The Content is provided 'as is', without any conditions, warranties or other terms of any kind. Accordingly, to the maximum extent permitted by law, The Entertainer provides you with the Content on the basis that The Entertainer excludes all representations, warranties, conditions and other terms (including, without limitation, conditions of satisfactory quality, fitness for purpose, the use of reasonable care and skill and any other conditions implied by law) which, but for this legal notice, might have effect in relation to the Website or the Mobile Application.

8.4 The Entertainer, and the officers, directors, employees, shareholders or agents of any of them (whether or not involved in creating, producing, maintaining or delivering the Website or the Mobile Application), exclude all liability and responsibility for any amount or kind of loss or damage that may result to you or a third party in connection with your access to, use of, inability to use or the results of use of the Website, the Mobile Application or your downloading or use of any Content, any websites linked to the Website, the Mobile Application or the material on such websites.

8.5 Without prejudice to the generality of clause 8.4, you agree that in no event shall The Entertainer be liable for:

8.5.1 Any loss or series of related losses valued in excess of US\$ 100;

8.5.2 any direct, indirect, punitive, exemplary or

consequential loss or damages;

8.5.3 any loss of reputation, income, profits, goodwill, data, contracts, use of money, or loss or damages arising from or connected in any way to business interruption; and

8.5.4 any loss or damage due to viruses that may infect your computer equipment, software, data or other property in connection with your access to, use of, inability to use or the results of use of the Website, the Mobile Application, or your downloading or use of any Content, any websites linked to the Website or the Mobile Application or the material on such websites.

8.6 You fully indemnify The Entertainer for any loss or damage suffered by The Entertainer for any breach by you of these Terms.

9. Miscellaneous

9.1 These Terms shall be governed by and construed in accordance with the laws of the Emirate of Dubai and the Federal laws of the United Arab Emirates as interpreted in the Emirate of Dubai. Disputes arising in connection with these Terms or the Privacy Policy shall be subject to the exclusive jurisdiction of the courts of the Emirate of Dubai.

9.2 These Terms represent the entire understanding and agreement between The Entertainer and you concerning your use of the Website, the Mobile Application and the Content. Any and all previous courses of dealing, written or oral understandings, discussions, representations, correspondence and communications between The Entertainer and you are hereby superseded. You hereby agree that you have not relied upon, and will have no remedy in respect of, any warranty, statement, representation or understanding made by any party including The Entertainer unless it is expressly set out in these Terms.

9.3 All notices shall be given to us via email at info@theentertainerme.com.

9.4 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Terms and the remainder of the provisions in question shall not be affected.

9.5 We may assign, transfer, or subcontract any or all of our rights and obligations under these Terms at any time.

9.6 These terms may be available in English and Arabic languages. For the avoidance of doubt the English-language version shall at all times take precedence in the event of any discrepancy.