

Regulations on the Marketing of Virtual Assets and Related Activities 2024

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Contents

INTRODUCTION	3
PART I – MARKETING OF VIRTUAL ASSETS AND RELATED ACTIVITIES	5
A. Marketing in the UAE.....	5
B. General prohibitions.....	6
C. Requirements for Marketing.....	7
D. Exemptions.....	10
E. Platforms and channels.....	12
F. Events in the Emirate.....	12
G. Marketing from the Emirate in other jurisdictions.....	14
PART II – SUPERVISION, EXAMINATION AND ENFORCEMENT	15
A. Supervision, Examination and Enforcement.....	15
SCHEDULE 1 – FINES	16
SCHEDULE 2 – DEFINITIONS	19

Introduction

The Dubai Virtual Assets Regulatory Authority [**VARA**] was established and authorised by *Law No. [4] of 2022 Regulating Virtual Assets in the Emirate of Dubai* [**Dubai VA Law**] to regulate Virtual Assets and Virtual Asset Service Providers [**VASPs**].

VARA is affiliated to the Dubai World Trade Centre Authority [**DWTCA**], and is the competent entity in charge of regulating, supervising, and overseeing Virtual Assets and VA Activities in all zones across the Emirate of Dubai, including Special Development Zones and Free Zones, but excluding the Dubai International Financial Centre [the **Emirate**].

As set out in Article 5 of the Dubai VA Law, VARA has the following objectives:

1. to promote the Emirate as a regional and international hub for Virtual Assets and related services; to boost the competitive edge of the Emirate at the local and international levels; and to develop the digital economy in the Emirate;
2. to increase awareness on investment in the Virtual Asset services and products sector, and encourage innovation in this sector;
3. to contribute to attracting investments and encourage companies operating in the field of Virtual Assets to base their business in the Emirate;
4. to develop the regulations required for the protection of investors and dealers in Virtual Assets, and to endeavour to curb illegal practices in coordination with the concerned entities; and
5. to develop the regulations, rules and standards required for regulating, supervising, and overseeing Virtual Asset platforms, VASPs, and all other matters related to Virtual Assets.

These Regulations on the Marketing of Virtual Assets and Related Activities 2024 [**Marketing Regulations**] have been enacted with a view to advance the above objectives, while assuring effective consumer protection.

These Marketing Regulations apply to all Marketing of or relating to Virtual Assets or VA Activities in or targeting the UAE. Market participants should note that requirements in these Marketing Regulations are applicable to all Entities, including domestic and/or foreign Entities, and whether they are authorised and Licensed by VARA to carry out VA Activities or not. The most up-to-date version of these Marketing Regulations will be made available on VARA's website.

These Marketing Regulations are accompanied by the Guidance on Regulations on the Marketing of Virtual Assets and Related Activities 2024 [the **Guidance on Marketing Regulations**], which is indicative for explanatory purposes, and non-binding.

Capitalised terms in these Marketing Regulations have meanings defined herein, or as defined in Schedule 2.

Part I – Marketing of Virtual Assets and Related Activities

A. Marketing in the UAE

1. “**Marketing**” means any advertisement, invitation, inducement, solicitation, offer or promotion.
2. Any advertisement, invitation, inducement, solicitation, offer or promotion may qualify as Marketing regardless of the media or channel through which it is made, and which may include, but is not limited to—
 - a. communications, publications, dissemination of any form of data, information, or content that is promotional, influenced and/or sponsored material;
 - b. social media posts, blogs, comments, endorsements, non-written communications, banners, billboards, videos, podcasts, recordings or live streams;
 - c. events held in the Emirate which may facilitate the solicitation of clients or incentivise the use of any product and/or service related to any VA Activity and/or the acquisition or disposal of any Virtual Asset;
 - d. advertisements, sponsored editorials, paid or earned media, and all forms of publicity-driving content or materials including branding and merchandise;
 - e. “airdrops” or the issuance, giving or transfer of a Virtual Asset; and
 - f. educational content including articles, papers, presentations, discussions and tutorials, whether online, off-line, audio and/or visual.
3. These Marketing Regulations supersede and replace the following, which shall no longer be deemed in force—
 - a. *Administrative Order No. [01] of 2022: Relating to Regulation of Marketing, Advertising and Promotions Related to Virtual Assets, and*
 - b. *Administrative Order No. [02] of 2022: Pursuant to, and to be Read in Conjunction with Issued Administrative Order No. [01] of 2022: Relating to Regulation of Marketing, Advertising and Promotions Related to Virtual Asset.*
4. Existing approvals. Entities that have received VARA approval pursuant to *Administrative Order No. [01] of 2022: Relating to Regulation of Marketing, Advertising and Promotions Related to Virtual Assets* prior to the effective date of these Marketing Regulations—

- a. may, up to day ninety [90] of these Marketing Regulations taking effect, be able to conduct Marketing in compliance with the terms and conditions of the approval received explicitly for such purpose from VARA, without being deemed to be in contravention of these Marketing Regulations; and
- b. shall, from day ninety [90] of these Marketing Regulations taking effect, only be permitted to conduct Marketing in full compliance with these Marketing Regulations.

For avoidance of doubt, from day ninety [90] of these Marketing Regulations taking effect, they will supersede any previous approvals received from VARA pertaining to *Administrative Order No. [01] of 2022: Relating to Regulation of Marketing, Advertising and Promotions Related to Virtual Assets*.

5. These Marketing Regulations apply in addition to all Regulations, Rules and Directives in force at all times. In the event of any conflict, the Regulations and Rules shall have precedence.

B. General prohibitions

1. All Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE must comply with these Marketing Regulations.
2. No Entity may carry out any Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE, unless it complies with these Marketing Regulations at all times.
3. Marketing of VA Activities. All Marketing of or relating to any VA Activity in or targeting the UAE, must only be carried out—
 - a. by a VASP Licensed by VARA to carry out the VA Activity to which the Marketing relates; or
 - b. on behalf of, and approved by, a VASP Licensed by VARA to carry out the VA Activity to which the Marketing relates.
4. The Marketing of any Anonymity-Enhanced Cryptocurrencies in or targeting the UAE, and any VA Activity[ies] involving Anonymity-Enhanced Cryptocurrencies is strictly prohibited in the Emirate.
5. Marketing activities outside of the UAE. For the avoidance of doubt, an Entity is not required to comply with these Marketing Regulations if it satisfies all [collectively] of the following—
 - a. it is not located in the Emirate;

- b. it does not conduct any VA Activity[ies] in the Emirate; and
- c. it does not carry out any Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE.

C. Requirements for Marketing

1. Compliance with all applicable laws and regulation. All Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE must comply with—
 - a. all applicable laws, regulations, guidelines or other rules in the UAE and the Emirate, including, but not limited to, these Marketing Regulations, and those relating to advertising, data protection and consumer protection;
 - b. all requirements to obtain and maintain any necessary approvals, permits and/or licences as may be imposed by competent authorities; and
 - c. any other conditions as may be communicated by VARA to the relevant Entity[ies] from time to time.
2. General requirements. All Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE must—
 - a. be fair, clear and not misleading in both substance and presentation;
 - b. be clearly identifiable as marketing or promotional in nature;
 - c. not contain content that may be inconsistent with or contradict the following—
 - i. Virtual Assets may lose their value in part or in full, and are subject to extreme volatility at times;
 - ii. Virtual Assets may not always be transferable, and some transfers may be irreversible;
 - iii. the owner and/or investor in the Virtual Asset:
 - a) can lose all, or part of, the money or other value they invest; and
 - b) will not benefit from any form of financial protection;
 - iv. Virtual Assets may not be liquid;
 - v. Virtual Assets are not all private and may be recorded on public DLTs;
 - vi. Virtual Assets:

- a) may be subject to fraud, manipulation, theft, including through hacks and other targeted schemes, and may not benefit from legal protections;
- b) hence must not exploit the credulity, inexperience or lack of knowledge of consumers; or
- c) must not contain contradictory messages, in particular where disclaimers, asterisked, footnoted or “small print” information contradicts more prominent aspects or the overall message conveyed;
- d. not contain any inaccurate or misleading information;
- e. not state or imply that investments are safe, low risk or that returns are guaranteed;
- f. not state or imply that investment decisions are trivial, simple, or easy;
- g. not state or imply that past performance of investments guarantees, or is indicative of future results;
- h. not state or imply any urgency, or create a fear of missing out on future appreciation in value or profits due to inaction;
- i. not promote or advocate the acquisition of Virtual Assets and/or use of any product and/or service related to any VA Activities using credit or other interest accruing facilities, unless the subject Entity of the Marketing is Licensed by VARA to provide such credit or interest accruing facilities;
- j. ensure that all targeted Marketing is undertaken responsibly and presents only appropriate Virtual Assets, products and/or services to the audience being targeted, including, but not limited to, if the Virtual Asset, product and/or service may only be made available to certain classifications of investors, then such targeted Marketing must exclusively be presented/accessible only to such classifications of investors;
- k. if any Marketing involves any third-party Entities posting, publicising, or otherwise presenting content in exchange for any form of remuneration or other value in kind, a clear and prominent notification that such content was posted, publicised or otherwise presented as part of a remunerated arrangement; and
- l. Incentives. Entities offering any monetary or non-monetary incentive in relation to any Virtual Asset or any product and/or service related to any VA Activity must ensure all such monetary or non-monetary incentives—

- i. are not used in such a way that they are likely to divert or mislead investors' focus from the proper consideration of the risks associated with the Virtual Asset or any product and/or service related to any VA Activity;
 - ii. are available for an adequate period of time in order to comply with Marketing Regulation I.C.2.h; and
 - iii. must receive a compliance confirmation from VARA, and comply with all conditions or restrictions notified by VARA at the time of approval or at a later date.
3. Marketing of Virtual Assets. In addition to all requirements in Marketing Regulation I.C.1 and I.C.2, Marketing of or relating to any Virtual Asset in or targeting the UAE must—
 - a. not include a call to buy, or other messaging seeking, instructing or directing the purchase and/or sale of the Virtual Asset;
 - b. include a prominent disclaimer that Virtual Assets may lose their value in full or in part, and are subject to extreme volatility;
 - c. state clearly that the owner and/or investor in the Virtual Asset can lose all the money or other value they invest, and does not benefit from any form of financial protection; and
 - d. not involve the sending of any Virtual Asset to a VA Wallet without prior consent, or a clear expression of interest from the owner of the VA Wallet to the receipt of the Virtual Asset.
4. Record keeping. All Entities Marketing any VA Activity or Virtual Asset in or targeting the UAE, must retain a record of all Marketing and details of distribution of such Marketing, for a minimum of eight [8] years from the date on which such Marketing is last conducted. All records shall be made available for VARA's inspection upon VARA's request, subject to compliance with applicable laws.
5. Marketing agencies. If an Entity enters into an arrangement with a third party wherein Marketing is conducted on its behalf by such third party, whether in the form of agency agreement or otherwise—

- a. the Entity instructing the third party remains responsible at all times for ensuring any Marketing conducted by the third party complies with these Marketing Regulations; and
- b. the third party—
 - i. must take all commercially reasonable steps to ensure any Marketing it carries out, complies with these Marketing Regulations, including but not limited to the necessary diligence to ensure the instructing Entity is permitted to carry out Marketing in or targeting the UAE, under these Marketing Regulations;
 - ii. must obtain approval from the instructing Entity prior to carrying out any Marketing on their behalf; and
 - iii. without prejudice to I.C.5.a, will be held liable for breach of these Marketing Regulations if it fails to comply with its obligations under this Marketing Regulation I.C.5.b.

D. Exemptions

1. Journalistic exemption. An Entity in the Emirate posting, publishing or presenting content of or relating to any Virtual Asset or VA Activity in its capacity as a journalist shall not be considered as conducting Marketing, provided that—
 - a. the Entity is appropriately licensed by relevant authorities for all activities carried out and/or content published in the Emirate, and continues to comply with all requirements in relation to such activities and content;
 - b. the overall purpose of the content, taken as a whole and including any promotional material contained in it, is not Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE;
 - c. the content is accompanied by a prominent disclaimer explaining the nature of the author Entity's interest, or the interest(s) of related parties such as their spouse, children, parents, parents of their spouse and/or any person living in the same residence, in any Virtual Asset, VA Activity and/or VASP to which the content relates. Interest shall include, but not be limited to, any employment or commercial

- arrangement, potential benefit or avoidance of loss, noting that the timing of such interest need not be immediate in actualisation, and may be realisable in the future;
- d. it complies with Marketing Regulation I.C.2.k; and
 - e. if the content involves or includes at any stage, a reference to the purchase of a Virtual Asset, it includes a prominent disclaimer that Virtual Assets may lose their value in part or in full, and are subject to extreme volatility at times.
2. **Educational exemption.** An Entity posting, publishing or presenting educational content of or relating to any Virtual Asset or VA Activity shall not be considered as conducting Marketing, provided that—
- a. the overall purpose of the content, taken as a whole and including any promotional material contained in it, is not Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE;
 - b. the content is accompanied by prominent disclaimer explaining the nature of the author Entity's interest, or the interest(s) of related parties such as their spouse, children, parents, parents of their spouse and/or any person living in the same residence, in any Virtual Asset, VA Activity and/or VASP to which the content relates. Interest shall include any employment or commercial arrangement, potential benefit or avoidance of loss;
 - c. it complies with Marketing Regulation I.C.2.k; and
 - d. if the content involves or includes at any stage a reference to the purchase of a Virtual Asset, it includes a prominent disclaimer that Virtual Assets may lose their value in part or in full, and are subject to extreme volatility at times.
3. **Personal or private communications exemption.** An Entity shall not be considered as conducting Marketing if such Entity is engaging in purely personal or private communications, noting at all times that VARA shall retain sole and absolute discretion to determine when communications are not considered purely personal or private.
4. **Key opinion leaders.** “Key opinion leaders”, or such group as may be defined from time to time by competent authorities in the Emirate, shall not be deemed by VARA to qualify under either exemption in Marketing Regulation I.D.1 or I.D.2 and must comply with these Marketing

Regulations in full, as well as all requirements of relevant authorities for all activities carried out in the Emirate.

E. Platforms and channels

1. All Entities that facilitate Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE, including, but not limited to, traditional and digital broadcasters, publishers, search engines, social media and other internet platforms, must take all commercially reasonable steps to ensure that all such Marketing complies with all applicable laws, regulations, guidelines or other rules applicable across the UAE, and specific to the Emirate, including, but not limited to, these Marketing Regulations.
2. Records. All Entities that facilitate Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE shall maintain records of the due diligence it completed in order to comply with Marketing Regulation I.E.1 for eight [8] years from the date such due diligence was completed, and provide such records for VARA's inspection upon VARA's request.
3. Application stores. Operators of application stores and/or platforms which enable users to search for, download or install any application or software, shall ensure that any application or software which is searchable and downloadable in the Emirate, which facilitates any VA Activity is either—
 - a. owned and/or controlled by a VASP Licensed by VARA to carry out such VA Activity;
or
 - b. otherwise approved by VARA to do so.
4. Operators of application stores and/or platforms as well as relevant Entities covered under Marketing Regulation I.E.1 shall implement all necessary technology, including, but not limited to, geo-blocking and location-based filtering, to ensure compliance with Marketing Regulation I.E.3.

F. Events in the Emirate

1. Marketing at events. By way of a limited exemption from Marketing Regulation I.B.3, Entities that are not Licensed by VARA may carry out Marketing of or relating to Virtual Assets or VA Activity at physical events held in the Emirate, provided that—

- a. they do not carry out any VA Activity in the Emirate unless appropriately Licensed by VARA;
 - b. they do not permit any residents of the UAE to sign-up, or onboard as a client, at the event;
 - c. all Marketing complies with Marketing Regulation I.C;
 - d. all Marketing includes a prominent disclaimer that they are not Licensed or regulated by VARA, and hence not permitted to conduct VA Activities in/from the Emirate of Dubai;
 - e. they are appropriately licensed in all jurisdictions for which they do offer, or provide any product and/or service; and
 - f. such Marketing consists only of the following—
 - i. the name of the Entity;
 - ii. a logo or other image associated with the Entity;
 - iii. a reference to the types of activities provided by the Entity, or to its fees and commissions; and
 - iv. information for the purposes of explaining the product and/or service, or for educational purposes only, which may include live demonstrations and use.
2. Event organisers and venues. Any Entity responsible for organising, hosting, promoting or managing any event in the Emirate at which the Marketing of or relating to any Virtual Asset or VA Activity may be carried out must—
- a. ensure that all attendees are suitable and/or qualified to attend having regard for the nature of the event, including its subject matter, exhibitors, other attendees and all products and/or services which may be the subject of Marketing;
 - b. maintain a list of all attendees including [i] full name; [ii] age; [iii] country of residence; and [iv] all other information used in order to assess and validate that the audience meets the qualification requirements in Marketing Regulation I.F.2.a;
 - c. shall obtain a signed undertaking from each exhibitor confirming that they will not carry out any VA Activities in/from the Emirate without being appropriately Licensed by VARA to do so;

- d. be able to demonstrate to VARA on request, how the requirements of this Marketing Regulation I.F.2 have been met; and
- e. suspend or cancel the event if notified by VARA to do so, and announce the suspension or cancellation under Marketing Regulation I.F.2.d immediately to the public, clearly stating non-compliance with this Marketing Regulation as the reason for such action, in the body of the announcement.

G. Marketing from the Emirate in other jurisdictions

1. In addition to all requirements contained in these Marketing Regulations with regard to Marketing of or relating to any Virtual Asset or VA Activity in or targeting the UAE, all Entities in the Emirate must comply with all applicable laws and regulations in any jurisdiction outside of the Emirate when carrying out any Marketing in such jurisdiction.
2. VARA may co-operate with relevant authorities, including, but not limited to, exercising any of its powers under Part IX of the Regulations, in respect of any breach of Marketing Regulation I.G.1.

Part II – Supervision, Examination and Enforcement

A. Supervision, Examination and Enforcement

1. All provisions of Part IX – Supervision, Examination and Enforcement of the Regulations shall apply to these Marketing Regulations.
2. As stated in that Part IX – Supervision, Examination and Enforcement of the Regulations, VARA may impose fines or other civil penalties in accordance with Schedule 1 of these Marketing Regulations, or as otherwise published by VARA from time to time.

Schedule 1 – Fines

1. In accordance with Regulation IX.C of the Regulations and Marketing Regulation II.A.2 above, VARA has the sole and absolute discretion to issue fines against any Entity and determine the amounts thereof.
2. The following table sets out the nature and amounts of fines that VARA may impose on any Entity for violations of these Marketing Regulations, but which shall be determined by VARA in accordance with applicable local and federal laws and by reference to its assessment of all relevant factors, including those set out in Regulation IX.C. Fines issued by VARA are exclusive of any fines, penalties or damages which may be imposed by other competent authorities including competent courts.
3. VARA may amend the grounds for issuance and/or amount of the fines set out in this Schedule 1, including adding new categories of fines, by amendment to these Marketing Regulations or by Directive at any time.

No.	Nature of Violation / Ground[s] for Issuance of Fine	Fine Amount per Violation [AED]
1.	Violation of Marketing Regulation I.B.3 regarding the Marketing of or relating to VA Activities.	Up to 10,000,000
2.	Violation of Marketing Regulation I.C.2 regarding the general requirements applicable to all Marketing.	Up to 10,000,000
3.	Violation of Marketing Regulation I.C.3 regarding additional requirements applicable to the Marketing of or relating to any Virtual Asset.	Up to 10,000,000
4.	Violation of Marketing Regulation I.C.5 regarding Marketing conducted by a third party.	Up to 2,000,000
5.	Violation of Marketing Regulation I.D.1 regarding the journalistic exemption.	Up to 2,000,000
6.	Violation of Marketing Regulation I.D.2 regarding the educational exemption.	Up to 2,000,000
7.	Violation of Marketing Regulation I.E.1 regarding the	Up to 10,000,000

	facilitation of Marketing by platforms and channels.	
8.	Violation of Regulation I.E.2 regarding record keeping by platforms and channels.	Up to 500,000
9.	Violation of Marketing Regulation I.E.3 or I.E.4 regarding the operation of application stores and/or platforms.	Up to 2,000,000
10.	Violation of Marketing Regulation I.F.1 regarding Marketing at physical events held in the Emirate.	Up to 10,000,000
11.	Violation of Marketing Regulation I.F.2 regarding the organisation, hosting, promotion and management of physical events in the Emirate.	Up to 10,000,000
12.	Violation of Marketing Regulation I.G.1 regarding Marketing from the Emirate in other jurisdictions.	Up to 10,000,000
13.	Violation of any provision of these Marketing Regulations not specifically listed above.	Up to 10,000,000
14.	Failure to comply with any remedial, enforcement or other actions imposed under these Marketing Regulations.	Up to 10,000,000
15.	Repeat violation within one [1] year from the date of the original violation.	The amount of the applicable fine as indicated in this Schedule 1 will be doubled.
16.	Non-payment of fine within any timeframe specified by VARA.	Further fine to be issued, the amount of which shall accrue from when a fine is due at 1% per month [rounded up to the nearest full month] for any unpaid amounts of the fine on a compounding basis, until the initial fine and the further fine are paid in full.

4. Notwithstanding No. 16 in the above table of this Schedule 1, if a fine issued pursuant to these Marketing Regulations is not paid by an Entity within the timeframe specified by VARA, VARA may, at its sole and absolute discretion, take any further action necessary to recover payment including, but not limited to, taking further enforcement action[s] and/or referring the matter to any law enforcement agencies and competent courts.

Schedule 2 – Definitions

Term	Definition
“Anonymity-Enhanced Cryptocurrencies”	means a type of Virtual Asset which prevents the tracing of transactions or record of ownership through distributed public ledgers and for which the VASP has no mitigating technologies or mechanisms to allow traceability or identification of ownership.
“Distributed Ledger Technology” or “DLT”	has the meaning ascribed to the term “Distributed Ledger Technology” in the Dubai VA Law.
“Dubai VA Law”	means <i>Law No. [4] of 2022 Regulating Virtual Assets in the Emirate of Dubai</i> , as may be amended from time to time.
“DWTCA”	means the Dubai World Trade Centre Authority
“Emirate”	means all zones across the Emirate of Dubai, including Special Development Zones and Free Zones but excluding the Dubai International Financial Centre.
“Entity”	means any legal entity or individual.
“Directives”	has the meaning ascribed to it in the Regulations.
“Guidance”	has the meaning ascribed to it in the Regulations.
“Guidance on Marketing Regulations”	means the Guidance on Regulations on the Marketing of Virtual Assets and Related Activities 2024, as may be amended from time to time.
“Issuer”	has the meaning ascribed to it in the VA Issuance Rulebook.
“Licence”	has the meaning ascribed to it in the Regulations.
“Licensed”	means having a valid Licence.
“Market Conduct Rulebook”	means the Market Conduct Rulebook issued by VARA pursuant to the Regulations, as may be amended from time to time.
“Marketing”	has the meaning ascribed to it in Marketing Regulation I.A.1.
“Marketing Regulations”	means these Regulations on the Marketing of Virtual Assets and Related Activities 2024, as may be amended from time to time.
“Regulations”	means the Virtual Assets and Related Activities Regulations 2023,

Term	Definition
	as may be amended from time to time.
“Rules”	has the meaning ascribed to it in the Regulations.
“UAE”	means the United Arab Emirates.
“VA Activity”	means the activities listed in Schedule 1 of the Regulations, as may be amended from time to time.
“VA Issuance Rulebook”	means the Virtual Asset Issuance Rulebook issued by VARA pursuant to the Regulations, as may be amended from time to time.
“VA Wallet”	has the meaning ascribed to the term “Virtual Asset Wallet” in the Dubai VA Law.
“VARA”	means the Dubai Virtual Assets Regulatory Authority.
“VASP”	means an Entity authorised by VARA to conduct VA Activity[ies] in the Emirate.
“Virtual Asset” or “VA”	has the meaning ascribed to it in the Dubai VA Law.