

THAVORN REWARDS TERMS & CONDITIONS

1 PROGRAM DESCRIPTION

The Thavorn Rewards program (the program), a loyalty member program for Thavorn hotels and Resorts (THR), is designed to enable its members (the Members) to enjoy various program benefits (as described below) during their stay at any of any of our participating properties. It also enables members to redeem rewards with points accumulated.

The Thavorn Hotels Loyalty Program is only applicable if allowed by law in the Member's country of residence. If not allowed, membership is null and void.

2 DEFINITIONS

- **Adjustment:** Points credited following a claim by the Member or an error on the part of the Program
- **Advance:** Cash advance granted exceptionally by certain hotels, but which is not eligible for earning Points.
- **Check-in:** Date of arrival at the hotel
- **Check-out:** Date of departure from the hotel
- **Stay:** A period between check-in and check-out in which a customer stays at the hotel
- **Customer:** Individual staying the night at the any participating Thavorn Hotels & Resorts properties
- **Accompanying customer:** A customer that is accompanying members during the member's eligible stay and is allowed to enjoy the member's program benefits within the eligible stay (please see detailed policies in section 9.1)
- **Eligible spending:** Spending that is eligible to earn points (please see Section 6)
- **Eligible stay:** Stays which enable eligible spending. A member may not generate any eligible spending in non-eligible stays (please see section 5 for full details)
- **Membership status:** Membership level determining the program benefits received at a hotel, based on historical member spending during eligible stays at any participating hotel
- **Program Benefits:** program benefits are privileges that members are entitled to enjoy, based on membership status. Each membership status have different program program benefits (please see section 9 for full detail)
- **Member:** Customer who has accepted the Thavorn Rewards Terms and Conditions
- **Partner:** A Company outside the Thavorn Hotels and Resorts and participating in the Program in one of the three following ways: by providing Thavorn Rewards Points to Members on their expenses within its network; by accepting Thavorn Rewards vouchers for purchases within its network; and/or providing the opportunity to transfer Thavorn Rewards points to its own loyalty program or vice versa. The Partners can operate in a number of sectors including the transport, leisure, retail and tourism sectors.
- **Point:** Unit generated by a Member according to a set scale, following eligible spending (See full details in section 7)
- **Reward:** Any service or product obtained using Points accumulated on the Member's account.
- **Transaction:** Crediting or debiting points from a Member's account.

3 PROGRAM MEMBERSHIPS

3.1 Conditions of Membership

- The Program is open to any person who is legally considered an adult in the country in which he/she has the legal capacity to sign a contract. Minors may not participate in the Program.
- Membership in the Program is free of charge.
- The membership account is to be used by its Member only and cannot be sold, lent or assigned.
- A valid e-mail address is required to join the Program. Two Members may not use the same email address.
- By joining the Program, the Member agrees to receive electronic communications relating to the operation of, and services offered by, the Program, including information messages, Points statements, and information regarding the operation of the Member's account. If the Member no longer wishes to receive this information, which is considered as being essential for Program operation, the Member must follow the Program termination procedure (described in section 12.1).
- Members of the Program accept that the Program may be modified in whole or in part at any time and without prior notice.
- The Member should not disclose his/her account password to any other party. The Member accepts that he/she is responsible for all operations to and from his/her account.

3.2 Registering as a Member of The program

The Customer may join the Program in any of the following ways:

- By contacting the reception desk during his/her stay at participating hotel
- By registering online on the phuketloyaltyprogram.com website.
- By any other means made available to the Customer.

The Customer shall provide the required and obligatory details for the membership form.

The new Member must accept Terms and Conditions of Use online, when registering.

The Member will then fully benefit from all Program services, including access to the different functions of the Thavorn Rewards website (such as accessing Rewards, checking his/her Points account, converting Points, etc.)

3.3 Personal Member Account

Using his/her personal account enables the Member to:

- View account balance, transaction history, and membership status.
- Enter accommodation preferences and personal preferences
- Access personalized offers and services.
- Redeem rewards vouchers

4 EARNING THAVORN REWARDS POINTS

4.1 Types of Points

There are two types of points that members can earn:

- **Tier Points:** Points used for the purpose of determining a member's membership status, which determines that member's level of exclusive program benefits. Tier points cannot be used to redeem rewards. Once a member earns a tier point, the point remains in the member's account indefinitely and does not reduce whenever the member redeems rewards vouchers through the program. Tier points have no expiry date.
- **Redemption Points:** Points used for the purpose of redemption of rewards only. Number of redemption points increase with every eligible spending and decreases with redemptions based on a set scale set in this terms and conditions of this agreement and each rewards voucher. Redemption points have no expiry date.

4.2 Earning Points

- One tier point and one redemption point is credited for every Thai baht spent in eligible spending
- All points earned are credited between 2-7 business days after member checks out of an eligible stay.
- Points do not constitute a means of payment and have no monetary value. No money shall be provided for lost or unused Points.
- Points are calculated on the basis of the total invoice for eligible spending, **excluding tax and service charge**. This invoice must be paid while the Member is at the hotel, that is, payment must be accepted and cleared. As a result, if a Member stops payment of a check, issues check with insufficient funds, or challenges a payment by bank card, he/she will not receive any Points for the stay in question.
- Invoices paid in local currency outside the Thailand are converted into Thai Baht and used to calculate number of points. The exchange rate applied by the hotel at the time of Check-out is taken from the Hotel's own money exchange service.
- Points may only be credited as whole numbers. If the applied conversion produces a number with decimal figures: the number of Points credited is rounded down to the nearest whole number if the decimal is less than 0.5; the number of Points credited is rounded up to the nearest whole number if the decimal is greater than 0.5.

5 ELIGIBLE STAY

Eligible stay constitutes a period between check-in and check-out that enables a member to generate eligible spending.

Non-eligible stays do not enable a member to generate eligible spending. Members cannot enjoy program benefits during non-eligible stays.

5.1 Reservation Channels that constitute eligible stay

Stays booked directly via Thavorn Hotels and Resorts own reservation channels are considered eligible stays. Examples of these channels include (but not limited to):

- Hotel website
- Direct enquiry through reservation center (e.g. via telephone or email)
- Direct walk-in at front desk

5.2 Reservation Channels and Reservations that do not constitute eligible stay

Stays booked from third-party reservation channels do not constitute eligible stays. These channels include (but are not limited to):

- Any reseller
- Online and offline tour operators
- Third party online travel agents (such as Expedia.com, Booking.com, etc)

Reservation (regardless of reservation channel) that uses the following rates also does not constitute as an eligible stay.

- Group reservation rates where rooms are invoiced and settled by organizer (e.g. meeting planner, wedding planner etc)
- Partner rates
- Room rates for crew (airline, shipping, or other).
- Tour operator rates.

If within a stay period, only a part of the stay is booked via reservation channel stated in section 5.1, only that given part will constitute an eligible stay.

5.3 Non-Eligible Stay

During non-eligible stays, members will not be able to:

- Accumulate points to obtain membership status or redeem rewards
- Enjoy program benefits related to the member's membership status

6 ELIGIBLE SPENDING

Eligible spending is spending that entitle the member to earn Thavorn Rewards points. Eligible spending must occur during eligible stays only.

During eligible stays, the following eligible spending is eligible for members to earn Thavorn Rewards points:

- Rooms
 - i. Points will be awarded for member's own room spending and up to two other rooms (for a maximum of 3 invoiced rooms) at the same hotel on the same date, provided the member is staying in one of those rooms
- Minibar
- Room Service
- Meals (including drinks) at Hotel Restaurants
- Drinks at Hotel Bar
- Hotel Spa
- Telephone
- Laundry
- Pay television
- Hotel Transportation

The following spending does not qualify for earning Points:

- Additional spending (even if settled at the hotel) as part of a non-eligible stay
- Taxes (notably VAT)
- Service charge and other applicable charges
- Tips
- Transportation booked via a third party (even if booked within hotel premises)
- Advances

- Spending incurred as part of organizing a company seminar, banquet or any other event - including private events - settled globally by the Member
- All charges and expenses which are not specifically listed as eligible expenditure.

7 POINTS SCALE (PER 1 BAHT IN ELIGIBLE SPENDING).

1 Baht Eligible spending = 1 Tier Point

1 Baht Eligible spending = 1 Redemption Point

8 MEMBERSHIP STATUS LEVEL

A Member moves up to the next Membership status level once he/she has accumulated enough tier points to obtain that Membership status level. There are 3 Thavorn Rewards Membership status levels with each tier point requirements as stated below:

MEMBERSHIP STATUS LEVEL	Number of Tier Points
MEMBER	100000 or Below
PRIORITY MEMBER	100001 - 300000
VIP MEMBER	300001 or More

9 PROGRAM BENEFITS OFFERED TO MEMBERS

In addition to receiving Points, Members also enjoy program benefits associated with their membership status.

Table highlights program benefits based on membership status. Please refer to section 9.2 for more details on each benefit.

	Member	Priority Member	VIP Member
Priority Check-in	YES	YES	YES
20% Discount on Food & Beverage	YES	YES	YES
Late check-out 4pm*	NO	YES	YES
Early Check-in 10am*	NO	NO	YES
Free Automatic Room Upgrade*	NO	NO	YES
Free Minibar	NO	NO	YES
*Subject to Availability			

Only the Member himself/herself and accompanying customers within eligible stay reservations are entitled to enjoy the program benefits associated with the member's membership status.

9.1 Accompanying customers

Accompanying customers are customers who accompany members during the member's eligible stay and are allowed to enjoy the member's program benefits during the eligible stay.

Only customers who are staying in rooms eligible for earning points are considered accompanying customers and are allowed to enjoy the member's program benefits during a given eligible stay. Please refer to section 6 to see Thavorn Rewards policy on room eligible spending.

9.2 Program benefits details

These program benefits are offered on the condition that the Member's stay is eligible for earning Points.

- **Priority check-in**
 - i. Our team will carefully prepare for member's arrival. Room key will be ready when member arrive resulting in faster check-in
 - ii. If in the unlikely event that the room in the reservation is unavailable due to unforeseen circumstances, our team will do their best to prepare a different room
- **20% Discount on food and beverage**
 - i. Applies to all hotel restaurant and bars unless stated otherwise
 - ii. Cannot be used in conjunction with other promotions
- **Late check-out 4pm**
 - i. Subject to availability. In the unlikely event that 4pm check-out time cannot be fulfilled, the member will be notified of the latest check-out time that situation permits
- **Early check-in 10am**
 - i. Subject to availability. In the unlikely event that 10am check-in time cannot be fulfilled, the member will be notified of the earliest check-in time that situation permits
- **Automatic Free room upgrade**
 - i. Subject to availability
- **Free Minibar**
 - i. Refilled once per day

10 POINT REDEMPTION

- Once a Member's redemption points have reached a certain level, redemption points can be converted into Rewards. Rewards vouchers can be redeemed by logging into member's account in which the member can choose the desired rewards and use his/her redemption points to redeem. Once redeemed, the member will receive a unique rewards voucher number in which the member can present to hotel staff to redeem the desired reward.
- Members must act in accordance with the terms and conditions of the rewards voucher in order to claim the reward. Members are responsible for studying each rewards voucher terms and conditions as well as expiry date before deciding to redeem any specific rewards voucher.
- Once a member redeems a reward, the process cannot be undone. Reward vouchers cannot be exchanged back into points and have no monetary value.
- Points are strictly personal and cannot be transferred.

- Goods and Services paid using Thavorn Rewards vouchers are not eligible for earning Points.
- Thavorn Rewards vouchers are transferable and do not bear the holder's name. They can therefore be used by any other person than the Member who redeems his/her points.
- Thavorn Rewards voucher cannot, under any circumstances, be sold to anyone, whatever the price.
- Where a Rewards voucher is associated with a service provided by a Partner, the Member must respect all the general conditions set forth by the Partner in question to receive the Reward. Certain restrictions (dates, periods, etc.) may apply. It is the Member's responsibility to contact the Partner to obtain information concerning restrictions.

11 CLAIMING MISSING POINTS

If the Member discovers that his/her Points were not credited as expected, after seven days or more following the Member's eligible stay, the Member may submit a claim for missing points adjustment within 3 months following the stay in question (based on the Check-out date). To do so, the Member needs to log into his/her account and use the "Claim missing points" function and attach a scanned copy of the fully paid invoice of the stay in question.

This invoice must not contain any handwritten changes and must be in the format printed by the hotel.

For Points to be credited, the invoice corresponding to the claim must be in the name of the Member making the claim.

If the Member is incorrectly refused a Points credit or benefit relating to his/her membership status level, the Program Administrator's responsibility is strictly limited to correctly recording Points on the Member's account.

12 SUSPENSION OR TERMINATION TERMS & PROCEDURES

12.1 Termination by the Member

A Member may decide to withdraw from the Program at anytime. A Member may terminate his/her membership by sending an email to thavornrewards@thavornhotels.com stating that he/she wishes to terminate his/her membership in the Program.

12.2 Suspension or termination by the Program Administrator

Any breach of the Terms and Conditions of the Program by a Member, may at the Program Administrator's discretion:

- Lead to the temporary suspension of individual's membership for a period to be decided by the Program Administrator, which cannot exceed three (3) months (the 'Suspension Period');
- Be punished by the termination of the membership, that is, the immediate cancellation of the account, its program benefits, the closure of the account and the cancellation of the Points earned, without any claim for compensation by the Member, for whatever reason.

12.3 Effects of the suspension

During the Suspension Period, the Member may not earn points, claim any program benefits and services available to Members, as set out in section 9.

During the Suspension Period, and no later than the expiry of the Suspension Period, the Program Administrator can decide:

- to lift the suspension, in which case the Member can take advantage of all the program benefits and services available to Members once again;

Or

- to order the termination of the membership.

12.4 Effects of the termination

Whenever a membership is terminated, the said Member shall be completely removed from the Program and all relations between the Program Administrator and the Member shall be irrevocably ended. This removal also results in the deletion of all Points accumulated at the date of such termination.

13 PROGRAM COMMUNICATIONS

The Member can access all information regarding his/her membership in the Program (including his/her Points balance and the operation of his/her account) via his/ her members account on phuketloyaltyprogram.com website.

By becoming a Member of the Program, the member agrees to receive electronic communications associated with the operation and services offered by the Program (information messages, Points statements, etc.). If the Customer no longer wishes to receive this information, which is deemed essential for Program operation, he/she must request to leave the Program (see the termination procedure described in section 12.1). Any Member who joins the Program further agrees to receive commercial information electronically by email from the Program, including promotions for Members only. If the Member no longer wishes to receive commercial communications by email, he/she may unsubscribe at any time from these commercial offers by clicking on the unsubscribe link at the end of the emails. This action has no effect on his/her membership.

The Member must notify the Program of any change of email or postal address, name, or any other relevant information via his/her Thavorn Rewards account.

14 ACCEPTANCE OF THESE CONDITIONS

Membership in the Program constitutes unconditional acceptance of all terms and conditions

15 ACCEPTANCE OF GENERAL CONDITIONS OF PROGRAM USE, SETTLEMENT OF LITIGATION AND APPLICABLE LAW

Joining the Program implies acceptance without reserve by Members of the Terms and Conditions of the Program. These Terms and Conditions shall prevail over any previous text.

The Terms and Conditions of the Program are governed by Thai law, without obstructing the mandatory protective provisions that may apply in the consumer's home country.