

TH & R Loyalty
Program



Feel Welcome

General CONDITIONS OF USE

From 23 February 2016

1. PROGRAMME DESCRIPTION

The **Thavorn Hotels loyalty** programme, the company handling customer loyalty for **Thavorn group hotels**, is designed to enable its members (the Members) to enjoy various benefits (as described below) during their stay at **Thavorn Hotels group** and with our Programme Partners.

The **Thavorn Hotels Loyalty** Programme 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 Programme.
- **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.
- **Customer:** Individual (not a Member of the Programme) staying the night at the **Thavorn Hotels group**.
- **Day use:** Use of a hotel room where Check-in and Check-Out take place on the same day.
- **Eligible night:** A night spent by a Member at a hotel participating in the Programme. Eligible nights are accumulated to determine programme status levels according to the schedule set forth in Article 7.6. Only nights spent by a Member at the hotel as part of a stay booked via one of the distribution channels eligible for earning Points, as identified in Article 7.1 below, are eligible.
- **Member:** Customer who has accepted the Programme's General Conditions of Use.
- **Partner:** A Company outside the **ThavornHotels** group and participating in the Programme in one of the three following ways: by providing **TH & R Loyalty** Points to Members on their expenses within its network; by accepting **TH & R** Rewards vouchers for purchases within its network; and/or providing the opportunity to transfer **TH & R Loyalty** Points to its own loyalty programme 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 an eligible stay at a hotel participating in the Programme or an eligible good or service purchased from a Partner.
- **Reward:** Any service or product obtained using Points accumulated on the Member's account.
- **Status:** Membership level determining how many Points are earned and the benefits received at a hotel, based on the number of overnight stays or the number of Points earned by a Member in a given period.
- **Transaction:** Crediting or debiting points from a Member's account.

3. PROGRAMME MEMBERSHIP

1. Conditions of Membership

The Programme 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 Programme.

Membership in the Programme is free of charge.

The membership card is to be used by its Member only and cannot be sold, lent or assigned. The card does not constitute a means of payment and does not guarantee reservations. Each card specifies the Member's name, an individual identification number, and the membership status expiration date (see section 8 below for details on Member, Priority, and VIP status levels).

The member account may only be used by the Member whose name is printed on the card.

A valid e-mail address is required to join the Programme. Two Members may not use the same email address.

By joining the Programme, the Member agrees to receive electronic communications relating to the operation of, and services offered by, the Programme, 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 Programme operation, the Member must follow the Programme termination procedure (described in section 11.1).

Members of the Programme accept that the Programme 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.

2. Registering AS A Member of The programme

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

- By contact the reception desk during his/her stay at a hotel participating in the Programme.
- By registering online on the **ThavornHotels.com** website.
- Via telephone reservation center.
- 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 these General Conditions of Use online, when registering.

The Member will then fully benefit from all Programme services, including access to the different functions of the **ThavornHotels.com** website (such as accessing Rewards, checking his/her Points account, converting Points, etc.), and recognition by all TH & R Internet sites and call centers when making reservations.

3. Personal Member Account

Using his/her personal account enables the Member to:

- View account balance, transaction history, and status.
- Be recognized on the Thavornhotels.com website and mobile services.
- Enter accommodation preferences, personal preferences, and favorite brands and destinations.
- View reservation history and modify current reservations, if necessary.
- Access personalized offers and services.

4. USING THE CARD

To enjoy Programme benefits, the Member must indicate his/her card number each time he/she requests any services offered by the Programme and/or present his/her membership card upon arrival at the hotel (or simply provide the Member number if the Member has not yet received the card). Receiving Programme benefits is subject to these requirements.

5. EARNING TH & R Loyalty POINTS

When a Member books an eligible stay at one of the hotels participating in the Programme, including at least one paid night's stay at the hotel by the Member him or herself, the Member's account is credited with the Points and number of nights' stay corresponding to his/ her stay. Day Use only qualifies for the credit of Points and not for collecting eligible nights' stay.

Points are non-transferable.

Points do not constitute a means of payment and have no monetary value. No money shall be provided for lost or unused Points.

1. Reservation Channels eligible for points

Stays booked at the eligible rates via Thavornhotels.com distribution channels (Internet sites, reservation center, direct with the hotels) and traditional travel agencies using a GDS (Global Distribution System) connected automatically to the ThavornHotels.com reservation center, entitle the Member to earn Points.

Eligible stays therefore do not include: stays booked via a reseller, tour operator or third-party on-line travel agent (such as Expedia.com, Booking.com, etc.). These stays do not enable the Member to earn Points, nor accumulate Eligible Nights to obtain a status.

2. Eligible booking Rates

Eligible rates enable the Member to benefit from the Programme.

Eligible booking rates include all public, corporate, and

promotional rates, but NOT the following rates:

- Room rates for group bookings when the rooms are invoiced to and settled globally by the organizer (excluding the Meeting Planner promotional offer);
- "Partner Rates"
- Room rates for crew (airline, shipping, or other).
- Tour operator rates.

3. Eligible expenses

The following expenses paid by the Member are eligible expenses:

- Expenses for Member accommodations and up to one other room at the same hotel on the same date (for a maximum of 2 invoiced rooms), provided the Member is staying in one of those rooms. Note that if the Member books two rooms, points are earned accordingly, but the number of Eligible nights is based only on the Member's room.
- Services in addition to hotel accommodations, namely: mini-bar, telephone, room service, pay television, Member meals at the hotel restaurant, and drinks at the hotel bar.

Points are calculated on the basis of the total invoice for eligible expenses, excluding tax. 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 transaction in question.

Eligibility rules for the following expenditure vary depending on the hotel infrastructure:

- business centre;
- boutique purchases;
- spa products and services;
- hair salons;
- beauty parlours;
- golf green fees;
- parking;
- laundry services.

The following expenditure does not qualify for earning Points:

- additional expenditure (even if settled at the hotel) as part of a non-eligible stay;
- taxes (notably VAT), tips, taxi trips, transfers to/from the hotel, service charges and other applicable charges;
- advances;
- expenses incurred as part of organising a company seminar, banquet or any other event - including private events - settled globally by the Member (except for the Meeting Planner promotional offer);
- all charges and expenses which are not specifically listed as eligible expenditure.

4. Earning points with partner brands

Points may also be earned with a selection of Programme Partners as described in the "TH & R Loyalty" section of the Thavornhotels.com website.

4.5. Points Scale (per ฿ 1 Spent)

The Programme offers 3 membership Status levels, awarded according to the number of overnight stays or the number of Points earned over a 12-month period (365 days). Status levels are: Member, Priority Member and VIP Member

Each Status level has its own Points scale.

4.6. STATUS LEVEL

A Member moves up to the next Status level once he/she has satisfied the conditions for obtaining that Status level, which he/she keeps for a period of 12 months (365 days).

To access the Programme's Status levels, the Member must have spent or earned, over the last 365 days, at least:

If, at the end of this period, the Member once again satisfies the conditions required for this Status level, the Status level is then renewed for an additional 12 months (365 days). If the Member does not satisfy these conditions during the current 12-month period, he/she will be given the Status corresponding to his/her activity calculated over the preceding 365 days (based on the scale in the above table) at the end of this period. A new card corresponding to the Member's new Status is sent automatically within 4 weeks.

The use of Points has no effect on whether or not a Member keeps the same Status or changes Status.

In the event that a change in Membership Status occurs in the time between booking and Check-out, the Status at the time of Checkout is used as the basis for earning Points. For a stay of several consecutive nights, the Member receives a single Points credit after settling the entire bill.

4.7. Validity of points

The Points accumulated following a stay at a participating hotel are valid for 12 months (365 consecutive days) from the date of Check-out. This validity is extended by 365 days each time a stay eligible for earning Points is recorded on the Member's account.

If the Member does not generate any transactions during a 365-day period, all the Points in his or her account are lost without prior notice, and it is not possible to restore or transfer those points.

4.8. Currency and Rounding

Invoices paid in local currency outside the Euro Zone are converted into Thai. The exchange rate applied by the hotel at the time of Check-out is taken from the "Multidevises" database (the Reuters bank monetary or financial database).

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. BENEFITS AND SERVICES OFFERED TO MEMBERS

In addition to receiving Points, Members with a status of Silver or higher are offered certain benefits associated with their Membership Status level.

Only the cardholder Member is entitled to the benefits associated with the loyalty card.

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

These benefits are described in more detail in the "TH & R Loyalty" section of the Thavornhotels.com website.

In particular, with regards to guaranteed room availability (not necessarily the type of room) before arrival: This guarantee is possible if a Member books before 12:00 PM (noon, local time in the country where the hotel is located), at least 3 days prior to the date of arrival (for Priority member cardholders), or 2 days prior to the date of arrival (for VIP member cardholders), provided that the Member makes this request at the time of booking. This guarantee only applies to stays booked via Thavornhotels.com distribution channels, paid for at the standard or full rate (excluding promotions or discounts) and for one room only (the Member's room). For bookings that include several rooms, this guarantee therefore does not apply to the additional rooms.

If the hotel is unable to guarantee room availability, it is committed to reaccommodating the Member at a hotel in an equivalent category. If the Member is reaccommodated at a hotel that is not part of the Thavornhotels.com group, the hotel will refund the Member any difference in the cost of the first night and any related transportation fees, upon presentation by the Member of the corresponding invoices. All hotel accommodation expenses for the night in question (price paid by the Member plus the additional price difference reimbursed by the hotel) qualify for Points credit. This room guarantee applies to Thavornhotels.com group and specific dates. The official calendar of dates on which the availability guarantee does not apply is available to view on Thavornhotels.com and is updated regularly. It is up to Members to take note of these dates before booking a stay for which they wish an availability guarantee ([see list of excluded dates](#)).

6. CONVERTING TH & R Loyalty POINTS

Once a Member's Points have reached a certain level, Points can be converted into Rewards in accordance with the terms and conditions described more fully in the "TH & R Loyalty" section of the Thavornhotels.com website.

Rewards can be TH & R Loyalty Rewards hotel vouchers, TH & R Loyalty Rewards partner vouchers, Points from other Partner loyalty programmes.

Points are strictly personal and cannot be transferred. They can be used directly for booking on Thavornhotels.com, on participating Thavornhotels.com brand websites and via the booking call centre.

Services paid using **TH & R Loyalty Rewards** vouchers are not eligible for earning Points.

TH & R Loyalty Rewards hotel vouchers can be used during a hotel stay eligible for collecting Points or for expenditure eligible for collecting Points. These vouchers are not accepted at Partners participating in the **TH & R Loyalty Programme**.

TH & R Loyalty Rewards partner vouchers are not accepted at hotels participating in the Programme.

TH & R Loyalty vouchers are not accepted at Partner hotels participating in the Programme that do not operate under the AccorHotels brand.

TH & R Loyalty Rewards hotel vouchers and **TH & R Loyalty Rewards** partner 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. However, the **TH & R Loyalty Rewards** hotel and **TH & R Loyalty Rewards** partner vouchers cannot, under any circumstances, be sold to anyone, whatever the price.

Where a Reward is associated with a service provided by a Partner, the Member must respect all the general conditions set forth by the Partner 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.

Points transfer to a Partner Reward (another loyalty programme's Points or air miles, for example) is strictly nominative and subject to the conditions stipulated by the Partner.

7. MEMBER ACCOUNT ISSUES

7.1. Claims within the participating hotel Network

If the Member discovers that his/her Points were not credited as expected, after seven days or more following the Member's stay at a participating hotel, the Member may submit a claim for Points adjustment within 6 months following the stay in question (based on the Check-out date). To do so, the Member needs to complete the claim form available in the "Report missing Points after stay" section under the "Assistance" tab in the Member's online account at **TH & R Loyalty** and attach a copy of the fully paid invoice from the relevant hotel.

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 Programme Administrator's responsibility is strictly limited to correctly recording Points on the Member's account.

7.2 Claims with Partners

For any query with regards to collecting Points earned at Programme Partners, or using **TH & R Loyalty Rewards** partner vouchers, the Member should complete the appropriate claim form available in the "Report missing Points from a Partner" section via "Contact us" on the Member's online account at **Thavornhotels.com**, making sure to attach all supporting documents. The Member must wait at least six weeks from the date the Partner service was provided before submitting a claim. The maximum time limit for submitting a claim following a transaction is specific to each Partner and is listed in the **TH & R Loyalty** section on **Thavornhotels.com**.

For Points to be credited, the paid invoice corresponding to the claim must be in the name of the Le Club AccorHotels cardholder making the claim.

For the conversion of Points into other loyalty programme Points or air miles, the Programme Administrator's liability ends

at the time when the request to convert Points is confirmed by the Partner programme. If, however, Points have been debited from the Member's account but Points or air miles have not been credited to the Partner programme account within six weeks, the Member is invited to contact the administrator of the Partner programme, within the time limits specified by the programme in question.

8. SUSPENSION OR TERMINATION TERMS & PROCEDURES

8.1. Termination by the Member

A Member may decide to withdraw from the Programme at any time. A Member may terminate his/her membership by sending an email stating that he/she wishes to terminate his/ her membership in the Programme, using the "Contact us" link on the "**TH & R Loyalty**" section on the **Thavornhotels.com** website.

8.2. Suspension or termination by the Programme Administrator

Any breach of the Terms and Conditions of Use of the Programme by a Member using the **TH & R Loyalty** card, may at the Programme Administrator's discretion:

- lead to the temporary suspension of individual's membership for a period to be decided by the Programme 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 card, its benefits, the closure of the account and the cancellation of the Points earned, without any claim for compensation by the Member, for whatever reason.

8.3. Effects of the suspension

During the Suspension Period, the Member may not earn points, as set out in article 7 hereof, claim any benefits and services available to Members, as set out in article 8 hereof, or convert his/her **TH & R Loyalty** Points as set out in article 9 hereof.

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

- to lift the suspension, in which case the Member can take advantage of the benefits and services available to Members and convert his/her Le Club AccorHotels once again;

Or

- to order the termination of the membership in accordance with the provisions of article 11 hereof.

8.4. Effects of the termination

Whenever a membership is terminated, the said Member shall be completely removed from the Programme and all relations between the Programme 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.

9. PROGRAMME COMMUNICATIONS

The Member can access all information regarding his/her membership in the Programme (including his/her Points balance and the operation of his/her account) via his/ her customer account on the **Thavornhotels.com** website. In accordance with Article 4.1, Members are reminded that by becoming a Member of the Programme, they agree to receive electronic communications associated with the operation and services offered by the Programme (information messages, Points statements, etc.). If the Customer no longer wishes to receive this information, which is deemed essential for

Programme operation, he/she must request to leave the Programme (see the termination procedure described in Article 11.1). Any Member who joins the Programme further agrees to receive commercial information electronically by email from the Programme, 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 Programme of any change of email or postal address, name, or any other relevant information via his/her **TH & R Loyalty** account on the **Thavornhotels.com** website.

10. ACCEPTANCE OF THESE CONDITIONS, DISPUTES AND GOVERNING LAW

Membership in the Programme constitutes unconditional acceptance of these General Conditions of Use by Members.

11.MEMBER INFORMATION

All information and details regarding the **TH & R Loyalty** Programme, in particular the additional services provided by each of the participating hotels, Partner benefits, and the conditions relating to **TH & R Loyalty** Rewards vouchers are available on the **Thavornhotels.com** website.