## Terms and Conditions Governing DBS Travel Privileges Programme ("Travel Programme")

Your participation in the Travel Programme constitutes acceptance of these terms.

- 1. Travel Programme shall be from 1 April 2019 to 31 March 2020 ("Programme Period").
- 2. The Travel Programme is open to all customers of DBS Treasures ("Customers") who meet the minimum balance requirement (NTD 2million) at point of participation.
- 3. Customers are to maintain the minimum balance required during the enjoyment of this programme.
- 4. By participating in the Travel Programme, the Customer is deemed to have expressly consented to DBS disclosing his/her personal particulars to any person or entity, strictly only for the purposes of servicing the Customer as part of the Travel Programme. By participating in the Travel Programme, the Customer is deemed to have accepted these terms and conditions.
- 5. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of a Customer enrolling in the Travel Programme. DBS' decision on all matters relating to or in connection with the Travel Programme shall be final and binding. No correspondence or claims will be entertained.
- 6. DBS Travel Concierge is managed by a third party Participant ("Participant") (on behalf of DBS Bank Ltd).
- 7. DBS shall not be liable in any way to any party for any loss or damage or expenses arising in connection with the Travel Programme, howsoever arising, including without limitation, from any late or non notification, any error in computing chances, any technical, hardware or software breakdown, malfunction or defects, failed delayed or incorrect transactions, lost or unavailable network connections or any notice that is lost or misdirected.
- 8. DBS makes no warranty or representation towards the quality, merchantability or fitness for purpose of the goods and services of any Participants(s). Any dispute about the same must be resolved directly with the relevant Participant. DBS is not liable for any loss, injury, claim or damage suffered or incurred arising from or in connection with the use of the Travel Programme. DBS is not an agent of any Participant or vice versa.
- 9. DBS may, at any time and without prior notice or liability to any party, suspend or terminate the Travel Programme or vary these terms and conditions.
- 10. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Travel Programme, these terms and conditions shall prevail. If there are any conflicts between the Chinese and English version of these terms and conditions, the English version shall prevail.
- 11. The terms and conditions of this Travel Programme shall be governed by the laws of Taiwan, and the Customers irrevocably submit to the exclusive jurisdiction of the Taiwan courts.

## **Starwood Luxury Privileges**

12. Benefits of Starwood Luxury Privileges include access to a special Rate Plan and dedicated hotel privileges. The benefits are subject to change from time to time. The Starwood Luxury Privileges Rate Plan includes amenities that may not be available through other rate plans at participating luxury hotels

and resorts owned, managed and franchised by Starwood and its affiliates and operated under the St. Regis, The Luxury Collection, and W Hotels.

- 13. Rates and privileges are offered only for bookings via DBS Travel Concierge.
- 14. Rates are per room, per night, based on single/double occupancy and availability at time of reservation and do not include additional per room, per night charges or state/local taxes.
- 15. Amenities are listed for informational purposes and are subject to change. Exact amenities are confirmed at time of reservation.
- 16. Starwood Luxury Privileges Rate Plan must be pre-booked to guarantee the delivery of added value amenities.
- 17. Amenities will not be extended on any other rate plan, prepaid rates and package rates.
- 18. Luxury Privileges Rate Plan is primarily for leisure travel, however rates may be booked for corporate/business travel if the traveller does not have a negotiated rate with the hotel.
- 19. Any modification to a reservation is subject to the hotel's availability at the time the modification is requested and may change the rate and/or require payment of cancellation fees.
- 20. Not applicable to groups consisting of more than 14 persons or 9 rooms, whichever is lower, and cannot be combined with other offers or promotions.
- 21. Privileges include: (1) complimentary travel benefits, best available rates, USD100 hotel credit per room per stay, early check-in & late check out (subject to availability), complimentary in-room standard internet access, daily buffet breakfast for 2, welcome fruit basket & mineral water, upgrade on arrival (subject to availability) and VIP status; (2) complimentary travel benefits, ad hoc hotel promotions with free nights, USD100 hotel credit per room per stay, early check-in & late check out (subject to availability), complimentary in-room standard internet access, daily buffet breakfast for 2, welcome fruit basket & mineral water, upgrade on arrival (subject to availability), complimentary in-room standard internet access, daily buffet breakfast for 2, welcome fruit basket & mineral water, upgrade on arrival (subject to availability) and VIP status; (3) promotional rates such as no-cancellation rates.
- 22. No cancellation or amendments within 24hrs prior to check-in.
- 23. For Privileges under clause 30, credit cards will be charged upon confirmation unless otherwise advised by the concierge. The concierge will advise the customer over the phone on payment terms based on the customer's selection (eg. no-cancellation rates charged on booking or promotional/seasonal rates charged upon check-out at hotel).
- 24. Customers are allowed to select 1 Privilege per booking.
- 25. Incidentals shall be paid by Customers upon check-out.

## **DBS Travel Privileges Hotel Benefits**

- 26. Reservations must be made through DBS Travel Concierge.
- 27. Reservations must be made at least 72 hours prior to intended date of stay.

- 28. Any changes to the reservation must be made through DBS Travel Concierge and not directly with/within the hotel. This applies to change of dates, extension of stay, early check out, delay of arrival or cancellation in full or in part.
- 29. All information pertaining to room type, room rate per night and room availability are accurate at time of quotation by DBS Travel Concierge.
- 30. DBS Travel Concierge reserves the right to update, modify or change the privileges that come along with the reservations from time to time.

## **Medical Travel Facilitation**

- 31. Medical Travel Facilitation is managed by the Participant.
- 32. The Participant itself does not provide any medical services and is only responsible for facilitating the medical consultations with the medical professionals/institutions/specialists ("Medical Specialists"). The customers shall have the sole right to choose from the options given to them by the Participant as per their requirements. It shall be agreed and acknowledged that any decision or selection made by the customer in relation to the medical options/solutions or recommendation of the Medical Specialists ("Recommendation") shall be based on the customers' sole judgment. In this regard, the customers shall at their own cost and expense, verify and check the credentials and reliability of the Recommendation and the Participant shall not have any liability in this regard.
- 33. The Participant endeavors to ensure that they provide prompt and timely services, but each Medical Specialist is an individual professional or a professional institute and operates according to his/her/its own methods of operation. The Participant is not responsible for disruptions in service, any actions of any Medical Specialist, and any other action or occurrence related to the provision of the Services. The Participant shall not be liable for any cancellation or delay of the appointment/consultation/interview with the Medical Specialist(s) and any consequences or events that may arise pursuant to scheduling of such appointment/consultation/interview with the Medical Specialist(s).
- 34. The Participant is not responsible, directly or indirectly, for any medical decision that customers may take in pursuance to any Recommendation made by the Participant or its associate medical specialists or medical options/solutions offered by the Participant. The Participant is neither an emergency care provider nor a substitute for emergency or urgent care.
- 35. The Participant shall not be liable for any medical negligence that may result due to any Recommendation of the Participant or its associate medical specialists, either for therapeutic, rehabilitative or conventional treatment. The Participant shall not be liable for any medical complications or other consequences that may be faced by customers on account of any medical procedure that customers may select and undergo. It shall be explicitly acknowledged and agreed that customers shall not make any claim against the Participant in relation to any consequences that may arise from any medical treatment and/or advise and/or second opinion and/or resulting from medical negligence by the Medical Specialist(s) that the Participant may recommend.
- 36. It shall be acknowledged and agreed that the Participant's maximum liability relating to Services rendered (regardless of form of action, whether in contract, negligence or otherwise) shall in no event exceed the membership fees paid to the Participant for the portion of Services giving rise to liability. Customers shall acknowledge and agree that in no event shall the Participant be liable for consequential,

special, incidental or punitive loss, damage or expense even if Customers have been advised of their possible existence.

- 37. For providing the Services, the Participant shall from time to time have arrangements/tieups with a network of Ancillary Medical Service Providers, whose services may be availed by customers, at his/her option at his/her sole cost and expense. Customer shall acknowledge and agree not to make any claim against the Participant in relation to any deficiency or defect in the services provided by such Ancillary Medical Service Providers.
- 38. The Participant shall not be liable for its failure to perform under these Terms and Conditions as a result of occurrence of any force majeure events like acts of God, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations, affecting the performance of the Participant.
- 39. The Participant shall have the right to assign and transfer their rights and obligation hereunder to a third party without the consent of Customer.
- 40. Save for the Participant, a person who is not party to these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.