

Seasons Apartment Hotel Group's Bonus Rewards Business Member Rate Program Terms & Conditions

DEFINITIONS

ABN means an Australian Business Number being an identifying number of an entity registered on "Australian Business Register"

ABN Holder means any entity or sole trader, each entitled by law to hold an ABN

Best Available Rate means a nightly room rate for a Participating Hotel that is available to the general public that does not require pre-payment and is the lowest generally available nightly room rate for that Participating Hotel offered online.

Conference and Events means certain meetings, conferences and events held at Participating Hotels.

Free Room Night means where a Member stays at a Participating Hotel using Credit Points and is not required to pay for the cost of the room. A Free Room Night covers the cost of a contracted lead in room type only, for a maximum of 2 adults only. Additional charges apply for room upgrades and extra guests (room capacity permitting). It does not include breakfast and it does not cover other costs such as laundry, telephone internet, meals and drinks. Such costs need to be paid by the Member on check-out.

Hotel Room Night and Hotel Stay: A "Hotel Room Night" means each individual night of a stay at a Participating Hotel. A "Hotel Stay" means all consecutive nights that a Member stays at a Participating Hotel – even if they have checked out and checked back in for consecutive nights. For example:

- if a guest stays for five consecutive nights this will be recorded as one "Hotel Stay" and five "Hotel Room Nights";
- if a guest stays for one night only, this will be counted as both one "Hotel Stay" and one "Hotel Room Night"; and
- if a guest stays for one night, then checks out, then checks back in to stay for the subsequent night and then checks out this will be recorded as one "Hotel Stay" and two "Hotel Room Nights".

Member means an ABN holder having a postal address in Australia that has been approved by the

Program Operator to be an Individual Member in the Program.

Membership means membership of the Program by a Member.

Membership Profile means the details of the Member held by the Program Operator.

Member Rate means a special hotel nightly room rate that is only available to Members staying at a Participating Hotel.

Participating Hotel means a hotel which is listed at the top of the membership forms, they could be either one or all of Seasons Botanic Gardens, Seasons Heritage Melbourne, Seasons Harbour Plaza, Seasons Darling Harbour and Seasons of Perth.

Credit point's means Credit points earned when a night at a Participating Hotel is booked via email or phone as outlined in these Terms and Conditions by a Member.

Points Balance means the amount of available Credit Points in a Member's account.

Program means the Business Member Rate Program.

Program Benefits means benefits and credit that accrue to a Member in the Program as set out in Clause 4.

Program Operator means Seasons International Management (ABN: 23 126 338 814).

Program Partner means any Participating Hotel or other entity specified by the Program Operator who has agreed to participate as a Program Partner in the Program to offer Benefits to Members from time to time.

Qualifying Rate means the rate for Members where the booking has been made as set out in Clause 4.1.2 and the Hotel Stay is subsequently completed and paid for in full. Certain group bookings and other special

promotional rates may not be a Qualifying Rate. The person making any booking should check at the time if the rate they are booking is a Qualifying Rate and/or if that booking will be eligible for any or all Member benefits.

Qualifying Stay means a Hotel Stay which meets the criteria set out in these Terms and Conditions

Credit Points means Credit points earned by a Member in the Program.

Terms and Conditions means these terms and conditions which apply to Members of the Program.

1.1 About these terms

These Terms and Conditions are for the Business Member Rate Program. Your participation in the Program will be governed by these Terms and Conditions. It is a Member's responsibility to read and understand them. We ask that you read them carefully.

1.2 When these terms apply to you

These Terms and Conditions apply to you if you are a Member of the Program. Signature on the member forms signifies your acceptance of the Terms and Conditions.

1.3 Changes from time to time

The Program Operator may amend these Terms and Conditions, including Benefits of the Program, from time to time.

1.4 Types of Memberships

Membership may be held by an ABN Holder.

1.5 Cost

Members do not have to pay to join the Program.

1.6 Membership profile

A Member can update their Membership Profile by emailing the Program Operator at sales@sahg.com.au

2 PROGRAM PARTNERS

The Program Partners (including the list of Participating Hotels) may vary from time to time.

3 MEMBERSHIP

3.1 General Criteria:

The membership is transferable and can be used by any employee or affiliate travelling for business or leisure purposes to access a special room rate when booking

Hotel Room Nights direct via email or phone so long as the member's company name is mentioned.

Membership is for an ABN Holder and that ABN holder will receive certain benefits as set out in these Terms and Conditions.

- a. The Program Operator has approved the individual's or company's Membership application at its sole discretion;
- b. The individual must reside in a country that permits the participation in a program like the Business Member Rate Program;
- c. The individual must be 18 years of age or older; and
- d. The individual must provide and maintain details of a valid and unique email address for their Membership at the time of joining and for their period of Membership.

3.2 Term of Membership

The term of Membership is from the date of enrolment until either:

- a. Termination of Membership by the Member; or
- b. Termination of Membership by the Program Operator.
- c. To continue to maintain an active Membership Account, Members must renew their Membership annually either by email or calling the Program Operator before the end of the contract period.

4 PROGRAM BENEFITS

This section sets out the Program Benefits that are available to Members.

4.1 General

4.1.1. The Program Operator does not guarantee or warrant that any or all of the Program Benefits of the Program will be available at all times. The Program Operator reserves the right to change, modify, limit or cancel any of the Program Benefits at any time. This includes increasing or decreasing any requirements or eligibility to receive a Program Benefit, changing the value of credits or limiting the availability of credits. This also includes changing the list of Participating Hotels or changing Program Partners.

4.1.2 The full range of Member Benefits will only be available if the Member makes their reservation at a Participating Hotel using one of the following methods: (i) emailing the reservations department

listed on the contact section of the form or (ii) Calling the Participating Hotel and mentioning you are part of the Program.

4.1.3 Where a Member is staying with a Participating Hotel as part of an airline or transport crew arrangement or as part of a convention or conference group, sporting team, education group or other group booking, the Program Benefits may not be available at the relevant Participating Hotel. Members may confirm with the Participating Hotel in advance or at the time of check-in if their stay or spend is eligible for Program Benefits.

4.1.4 Certain Program Benefits are not available to Members who are staying at a Participating Hotel on a Free Room Night (i.e. Credit Night Booking or any other free night). In particular, Members will not earn Credit Points on such stays.

4.2 Membership Program Benefits

4.2.1 The following Program Benefits apply to Members and on stays at Participating Hotels:

- a. **Late check-out:**
Members may request a complimentary late checkout of 12pm. Late checkout requests are strictly subject to availability at the relevant Participating Hotel and for operational reasons are not guaranteed.
- b. **Special reduced room rates for Members:**
Members may usually receive a special room rate called a Member Discount when booking Hotel Room Nights via email or phone.
- c. **Earning Priority Credit Points for Members:**
Members will receive Accumulated Credit Points for each paid eligible Hotel Room Night at a Participating Hotel booked on a Qualifying Member Discount Rate. One credit point is recorded for each qualifying room night booked and paid for by the member. When 20 room nights are accumulated within the year of signing up one free room night will be awarded.

If more than one Member stays in a room, only one Member can accrue the Credit Points for that stay.

If a Member books, pays in their name and is a guest in one of the rooms, they may earn Credit Points for up to three rooms for any Hotel Room Night. Certain promotional room rates may not be eligible to earn

Credit Points. The Individual Member should check with the relevant Participating Hotel at the time of booking that the booking is eligible for Credit Points.

4.3. Redeeming Credit Points

Members may use accumulated Credit Points to redeem Free Room Nights at Participating Hotels subject to the following Terms and Conditions:

- i. Members can only use accumulated Credit Points from their own Membership to redeem Free Room Nights.
- ii. They must book direct via email or phone.
- iii. Free Room Nights are subject to availability. Room inventory available for Business Member Point redemption is limited and once booked at any Participating Hotel on any given night, additional Free Room Nights will not be made available. Members should plan and book their Free Room Night redemptions well in advance to ensure the greatest possibility of securing their preferred Free Room Night dates.
- iv. A Member may book sequential Free Room Nights, subject to having sufficient points to do so and subject to availability of rooms for Free Room Nights on desired dates. Members may also book a Free Room Night that is immediately prior to or after a non-Free Room Night stay. A member can only redeem one free night, per night. (Multiple credit night rooms are not permitted on the same night.)
- v. If a Member books a Free Room Night with a Participating Hotel and prior to using the Free Room Night that hotel is no longer a Participating Hotel, the Program Operator will use reasonable efforts to have the hotel honour the reservation. However, in this instance, the Program Operator cannot guarantee that the Free Room Night will be honoured and, if not, the Credit Points will be credited back to the Member's account.
- vi. Credit Points cannot be refunded for cash. Except in the case of clause 4.4(v), once Credit Points have been redeemed for a free room night, the redemption cannot be reversed. That is, the credit points cannot be refunded.
- vii. Point's expiry: Points must be accumulated and used within the calendar year. Points must be used within the validity of the signed agreement or they will expire.

5 TERMINATION AND LIABILITY

5.1 Misuse of Membership

- a. If in the Program Operator's reasonable opinion, a Member is using their Membership in an abusive or fraudulent way, has failed to comply with these Terms and Conditions, has committed any unlawful act, or causes willful damage to the Program Operator's property, the Program Operator may at its election: immediately terminate the Membership;
- b. Suspend a Membership temporarily until further notice;
- c. Reverse or cancel any Credit Points and, or other Program Benefits that a Member has accrued; or
- d. refuse to honour the redemption of Credit Points.

5.2 Termination on death of person who is Member

On the death of a person or liquidation of a company who is a member, the Membership will automatically terminate.

5.3 Termination without cause

The Program Operator may terminate the Program at any time without cause.

5.4 Consequences of termination

All benefits, offers and credits will be forfeited on termination of a Membership or termination of the Program. The Program Operator (and its related bodies corporate and Program Partners) will have no

further liability to any Member on termination of the Member's membership or on termination of the Program.

5.5 Liability

To the extent permitted by law (and without limiting the application of the Australian Consumer Law and the Consumer Guarantees):

- a. The Program Operator (and its related bodies corporate and Program Partners) is not liable to a Member for any indirect or consequential loss or damage of any kind including loss of profits and loss of revenue; and
- b. The maximum aggregate liability of the Program Operator (and its related bodies corporate and Program Partners) in connection with the Program, whether for breach of this Agreement or in tort (including negligence) or otherwise is \$10.

6 GENERAL

6.1 Governing law

These terms and conditions of the Program are governed by the laws in force in Victoria. The parties submit to the non-exclusive jurisdiction of the courts of Victoria.

6.2 Tax liability

Credits points and offers that are available to Members may be subject to tax liability. The Member is responsible for those taxes.