

PRESTIGE CLUB TERMS & CONDITIONS

SERENA PRESTIGE CLUB/PRESTIGE PLUS

- 1. Programme and General Terms and Conditions
- 2. Definitions 3. Programme Membership
- 3. Receipt and Card Utilisation
- 4. Cancellation Conditions and Procedures
- 5. Earning and Redeeming Prestige Points
- 6. Programme Tiers
- 7. Errors and Retroactive Claims
- 8. Programme Communication
- 9. Data Privacy Policy
- 10. Member Information

1. PROGRAMME GENERAL TERMS AND CONDITIONS

- i. Serena Prestige Club is a Loyalty Programme ("Programme") that has been designed to offer its Members exclusive benefits while making bookings and subscribing to services which are subject to the Programme benefits at Serena Hotels.
- ii. These Terms and Conditions govern the contractual relationship between Serena Hotels and the Serena Prestige Club Members ("Members").
- iii. Serena Hotels reserves the right to approve or decline Membership to the Serena Prestige Club or to revoke the same at any stage at Serena Hotels sole discretion and without assigning any reason or giving any notice thereto.
- iv. Membership is non-transferable and may only be utilized by the Members.
- v. Membership cards are the property of Serena Hotels, and a fee may be levied for the replacement of lost or damaged cards.
- vi. Misuse of the membership card or Programme benefits may lead to immediate termination or suspension of Membership or withdrawal of benefits subject to the discretion of Serena Hotels.
- vii. Serena Hotels reserves the right to modify the Programme structure, benefits and other features, including Terms and Conditions, and/or to terminate the Programme at any time without notice or compensation.

2. DEFINITIONS

- 2.1 Guest: Anyone staying at or using any of the Serena Hotels' or Serena Properties' facilities.
- 2.2 Member: A Guest who has accepted the Programme's Terms and Conditions.
- 2.3 Prestige Point(s): It represents a unit of value that correlates to a monetary expense incurred by the Member at Serena Hotels or at any participating Serena properties in the programme.
- 2.4 Tier: Membership level that defines a specific rate for earning Prestige Points, as well as advantages received at Serena Hotel and/or Serena Properties. The tier is determined by the frequency of stay or the monetary amounts spent at Serena Hotels and/or Serena Properties by the Member during a given period.
- 2.5 One Calendar Year: 12 months period of Prestige Club Plus Membership from the date of issuance or renewal.
- 2.6 Transaction: This refers to the process of either crediting or debiting points from a Member's account.
- 2.7 Serena Prestige Club: Guest recognition programme designed to offer exclusive benefits when conducting transactions within any of the participating Serena Hotels and/or Serena Properties globally.

- 2.8 The Serena Prestige Club Plus: The paid annual Membership provides you with the opportunity to enjoy various discounts exclusive to Plus Membership. This Membership is applicable across all Serena Hotels and/or Serena Properties globally. In the event you opt not to renew the Plus Membership, your regular Membership will subsist.
- 2.9 Serena Properties: These include all the properties that are owned and managed by Serena Hotels.

3. PROGRAMME MEMBERSHIP

3.1 Membership, Enrolment and Termination

- i. The Programme is applicable to any person who is legally considered an adult in the country where he or she has applied for Membership and has the legal capacity to sign a contract. Minors are not eligible to participate in the Programme.
- ii. Serena Hotels and the Tourism Promotion Services Group of Companies staff are not eligible to join the Programme.
- iii. Joining the Serena Prestige Club's membership is free, however, the Plus Club Programme requires payment of an annual fee. The membership card is intended for your personal use only. The annual fee may be varied from time to time without prior notice to the Member.
- iv. The Card may not be lent or sold and it does not constitute a means of payment.
- v. Each membership card will have the Member's name, ID number, and an expiry date (for Prestige Plus members only). Additionally, it will also show the Member's level, such as Classic, Gold or Platinum, or their respective Plus versions.
- vi. Each Member may only possess one Serena Prestige Club card.
- vii. The Prestige Club card may only be used by the Member whose name is printed on the card.
- viii. The Member is responsible for all transactions to and from his or her account.
- ix. Members accept that these General Terms & Conditions are subject to modification, either in whole or in part, at any time and without prior notice by the Serena Hotels management and the continued use of the Programme and/or the services constitutes your agreement to be bound by the terms of any such amendment or variation.
- x. If a Membership account remains inactive for a period of three (3) years, it will be deactivated. Serena Hotels shall make reasonable endeavours to inform you of the intended classification of your Membership account as inactive at least three (3) months before such classification. Failure to renew the Membership will deem the points and benefits accumulated prior to expiry as forfeited. For Prestige Plus members, the membership is valid for one (1) year from date of joining or renewal.
- xi. If a Member engages in inappropriate behaviour at the Serena Hotels and/or Serena Properties, acts negligently or performs any form of misconduct including misuse of benefits and awards or violates any of the Serena Hotel and/or Serena Properties' rules, his or her Membership will be terminated immediately. Consequently, all benefits and privileges, and their Prestige Points shall stand forfeited and cancelled, rendering them unusable.

3.2 How to join the Programme

- i. You can join the Serena Prestige Club by filling out the registration form on the Serena Prestige Club's website or by downloading the Programme's mobile app.
- ii. To join the Programme and obtain a membership number, Guests are required to provide the necessary information whereafter their application will be scrutinized by the Management and may be approved or denied.
- iii. An email will be sent to you at your provided email address for verification and authentication.
- iv. Upon confirmation, the Member is then eligible to utilize the Programme benefits, including access to the mobile application and website for checking the points statement, special offers and promotions etc.

4. RECEPTION AND USE OF THE CARD

- i. The membership card will be dispatched to the Member upon confirmation by the M ember to either collect at any preferred hotel or dispatch at the given address.
- ii. For the Prestige Club Plus, the membership card will be mailed to you within thirty (30) working days or the Member will be notified once the membership card will be ready for collection and the Member will confirm the preferred collection point being any Serena Hotel, subject to the annual membership fee being confirmed as being fully paid (where applicable).
- iii. A Member of the Programme may only accumulate benefits and points from the Serena Prestige Programme whereas a Prestige Club Plus Member may obtain additional discounts as outlined in these terms and conditions under clause 7.2.2.
- iv. A Member must present his or her card and/or Membership number when making a reservation and upon check-in at the property or whilst accessing any other service in restaurants, health club or the laundry etc. Failure to do so may disentitle the Member from accessing the Programme's benefits and advantages.
- v. The membership card must be presented during each stay and be validated by a hotel representative.
- vi. Members may be required to present personal identification document during check-in to verify their membership.
- vii. The Member shall not commit fraud or attempt any fraudulent action to obtain points.
- viii. If the card is lost or stolen, the Member must inform the programme administrator via the Prestige Club contacts section on the Serena Prestige Club website or through the mobile application.

5. CANCELLATION CONDITIONS & PROCEDURES

5.1. Cancellation by Member

- i. At any time, the Member may choose to cancel his or her membership in the Programme by written communication to the Prestige Club administrator. Membership cancellation means complete and total withdrawal from the Programme, thus permanently severing the existing relationship between the Serena Prestige Club and the Member.
- ii. This severance results in the deletion of all data pertaining to the Member from the Prestige Club database, in accordance with the terms of the privacy policy and legal retention period. Any outstanding points remaining in the Member's account at the time of cancellation will be forfeited.

5.2. Cancellation by the Administrator

Any use of the Prestige Club Card (and, by extension, the Programme) that does not comply with the present Terms & Conditions will lead to appropriate administrative and/or legal action. Management of Serena Hotels reserves the right to take suitable actions, including but not limited to the immediate cancellation of Membership, benefits related to the Membership, closure of the Member's account, and deletion of all accumulated Prestige Points, without entitling the Member to claim any form of compensation. Access to the mobile application will also be revoked.

5.3. Change in Terms & Conditions

Management reserves the right to modify the Terms & Conditions, point scale, redemption value, membership fee or any other procedures relating to the Programme at any time and duly communicate the same with the Member. If a Member continues to use the membership card after the above-mentioned alterations or changes, it shall be deemed that the member has accepted such modifications. Should a member choose not to accept the modifications, then he/she may terminate their membership. In the event of membership cancellation, no refund for the yearly fee will be issued, and any unused points cannot be claimed.

5.4. Validity of the Membership

- i. The Members are required to maintain active status in order to continue to avail the Programme benefits. The Prestige Club Plus membership is valid for one year from the date of joining or renewal. A refund for subscription fees is not available. In the event of not renewing the Prestige Club Plus membership upon expiration, Members may opt to revert to a (basic) Prestige Club membership. Subsequently, standard membership rules will apply, and a new Prestige Card will be issued.
- ii. The Gold and Platinum Membership tier is valid for one year and requires meeting specific spending limits for maintenance as specified in Clause 7. Failure to meet these limits in the subsequent year will not affect your tier for that year only. However, if the spending limits are not met for two consecutive years, your tier will be downgraded to Classic or another appropriate tier.

5.5 Lapsed Accounts and Reactivation

If a Membership account remains unused for three (3) years, it will be deemed inactive. Reactivation is possible prior to the expiry of the third (3) year. Failure to reactivate within this period will result in permanent termination of Membership. The rules pertaining to Prestige Club Plus are elucidated in clause 5.4(i).

5.6. Late Cancellation & No shows

Any use of the Prestige Club Card to avail free room nights against the Rewards (points redemption) which is not in compliance with the Terms & Conditions shall result in a 100% deduction of Prestige Points. NO-SHOWS without prior notice shall also result in a 100% deduction of Prestige Points. Additionally, a percentage of the Points will be deducted for late cancellations or cancellations.

6. EARNING AND REDEEMING PRESTIGE POINTS

- i. Prestige Points can be earned by spending on accommodation, food and beverages, Maisha Spa, and laundry services at any Serena Hotel.
- ii. Prestige Points can be redeemed against rooms, food & beverage outlets, Maisha Spa and the laundry shop at any Serena Hotel.
- iii. Prestige Points cannot be transferred to any person and may only be accumulated and redeemed by the cardholder.
- iv. Bonus Prestige Points can be earned from specific offers sent to the Members from time to time.
- v. Prestige Points for additional rooms booked will only be awarded if the Member's family (next of kin) is occupying the additional rooms and the Member is personally staying at the Hotel at that time and settles the account for all reserved rooms together. The number of rooms cannot exceed 3 at one time.
- vi. If two Members share a room, each Member will be awarded 50% of the total applicable Prestige Points for the occupied room.
- vii. Redeeming the Prestige Points against room nights:
- viii. Members may make reservations for room nights against redemption in advance, or Members have the option to fully and partially redeem their Prestige points against their total hotel stay bill at the value set under clause 6.4.
- ix. Rooms available for Serena Prestige Club redemptions are limited and may not be available on the requested date. Members should plan and book their room night redemptions well in advance to maximize the likelihood of securing their preferred date.
- x. Reservations for Rooms against redemption points are subject to room type availability at the time of booking.
- xi. The room nights obtained by redeeming points hold no cash value and cannot be combined with other promotional offers.
- xii. Crediting of points into Member's respective account may take up to a maximum of seven (7) working days.

6.1 Value of a Prestige Point on Earning

Prestige Club Members earn Prestige Points on the following basis:

One (1) US Dollar or equivalent* spent excluding taxes = One (1) Prestige Point. ("Prestige Point") *converted on the day of the expense

6.2 Validity of Points

You can redeem Prestige points within three years of their accrual. Points not utilized within this timeframe will expire whereafter, the same can neither be used nor redeemed.

6.3 Earn points during an Eligible Stay

An "Eligible Stay" is one or more consecutive night(s) at the same Serena property, during which a Member pays an Eligible Rate and presents the Prestige Member card upon check in / check out. An "Eligible Rate" is the rate paid by Member for the room but excludes:

- (a) Rooms availed at discounted Employee rates
- (b) Complimentary rooms
- (c) Negotiated/Contractual (City ledgers)
- (d) Duty crew room rates
- (e) Special promotion rates (unless otherwise specified)
- 6.4 Monetary value of a Prestige Point on Redemption

Prestige Club Member can redeem Prestige points on the following basis:

Prestige Points can be redeemed anywhere in Serena Hotels or Serena Properties at the rate of 1 Prestige Point being equal to 5 US Cents or equivalent*.

*converted on the day of the expense.

6.5 Statements

- i. You may request for a statement or activity report in respect of your Prestige loyalty account through the Programme's mobile App.
- ii. The Statement shall not be sent to you in printed form but shall be delivered to you in electronic form to the contact details associated with your Prestige loyalty account or through such other means as Serena Hotels may in its discretion determine.
- iii. Save for a manifest error, the Prestige Loyalty account statement issued to you aforesaid shall be conclusive evidence of the transactions carried out on your Prestige Loyalty account for the period covered in the statement.

7. PROGRAMME TIERS

7.1 The Programme offers the Members three (3) possible tiers based on the Member's transactions at Serena's participating properties. Programme tiers include Classic or Classic Plus, Gold or Gold Plus, and Platinum or Platinum Plus. The Member's tier changes when he or she meets the conditions for obtaining another level, as described below:

- i. The entry level also known as Classic is the programme's base tier; it offers the Members the opportunity to enjoy accruing points on his or her Stay, food & beverage, Maisha Spa, and laundry spend.
- ii. To qualify for the Gold tier, the Member requires 4,000 Prestige Points in one calendar year from the date of issuance or renewal. Upon meeting the criteria, the Member will be sent a new card, corresponding to the new tier. To retain the said tier, the Member must accrue 2,000 Prestige Points ("Gold Minimum Requirement") in the following 12-month period. If the Member does not meet the Gold Minimum Requirement in the subsequent year, the Member will be allowed to keep the same tier for one more year. However, if the Gold Minimum Requirement is not met in that subsequent year, the Membership will be downgraded to the Classic level at the end of such subsequent calendar year, and a new card corresponding to the level will be issued.
- iii. To qualify for the Platinum tier the Member requires 8,000 Prestige Points in one calendar year from the date of issuance or renewal. On qualifying the criteria, the Member will be sent a new card, corresponding to the new tier. To retain the said tier the Member must accrue 4,000 Prestige Points ("Platinum Minimum Requirement") in the following 12-month period. If the Member does not meet the Platinum Minimum Requirement in the subsequent year, the Member will be allowed to keep the same tier for one more year. However, if the Platinum Minimum Requirement is not met in that subsequent year, the Membership will be downgraded to the Gold level at the end of such subsequent calendar year, and a new card corresponding to the level will be issued.

7.2 Prestige Membership Benefits:

The Prestige Club Members will enjoy the following benefits against their respective tier each time they stay at Serena Hotels and Properties:

Benefits	Classic/ Classic Plus	Gold/ Gold Plus	Platinum/ Platinum Plus
Upgrade Spend ¹	-	\$4,000	\$8,000
Priority waitlist	✓	✓	✓
Late Check-out*	X	✓	✓
Early Check-in*	X	✓	✓
Access to Executive Lounge **	X	✓	✓
Room upgrades to the higher room category ***	X	X	✓
* Subject to availability			
** Where available			
*** Upto Junior Suite and Subject to availability			

If a member is not able to meet the spending limit during the following year, the same tier benefits will continue for that year only.

7.2.2 The Prestige Club Plus member will enjoy the following discounts against his respective tier:

PC Plus Benefits	Discounts
Rooms Special Rate	50% of Rack
Rates for Resident and Non-Resident by Hotel	
Restaurants	
One Person	15%
Two Persons	50%
Three Persons	33%
Four Persons	25%
Five to Ten	20%
Eleven to Twenty	15%
Takeaway - (Bakery)	20%
Maisha SPA & Health Club	
Membership	15%
Day Use	15%
Treatments	15%
Laundry	15%

- i. The Prestige Club Plus Members are entitled to discounts only on published prices and on presenting the Membership card at any of the food & beverage outlets, Maisha Spa, rooms and the laundry shop at all Serena Hotels and Properties.
- ii. Only one membership card will be honoured per table irrespective of the number of members present at that table.
- iii. Discounts on rooms are applicable on rack rates only. To avail discounts, the Membership number needs to be quoted at the time of reservation and the membership card must be presented at the time of check-in.
- iv. Prestige Club discount will not be applicable on already discounted products or in conjunction with any other promotional scheme unless otherwise specified.
- v. Government taxes, levied on published prices, are subject to change.
- vi. Prestige Club discount is not applicable on Government taxes.
- vii. Prestige Club discount is not applicable on sale of liquor at any outlet or Room Service.
- viii. The card is not valid for use in Banquet events, Room Service.

8. ERRORS AND RETROACTIVE CLAIMS

If the Member notices that his or her Prestige Points were not credited correctly within a period of two (2) weeks following their hotel stay, the Member may request an adjustment to the account balance within the next 7 working days of check-out. This request can be made by emailing at prestigeclub@serena.com.or contacting the Prestige Club officer at the hotel. The Member should provide an explanation for the claim and submit a copy of the hotel invoice in question. Serena Hotels will take all measures within its means to resolve Members complaints within a reasonable time.

For the Member to be entitled to earn Prestige Points, the invoice corresponding to the claim must explicitly be in the name of the Prestige Member or include the Prestige Member's name.

9. PROGRAMME COMMUNICATIONS

The Member can access all information related to his or her Membership in the Prestige Programme, including the current Prestige points balance, through the mobile application and on the Serena Prestige Club website. Any Prestige Member who joins the Programme agrees to receive electronic communications regarding the Programme, products and promotions.

Any changes to E-mail or postal address, or any other relevant membership information must be made by the Member directly through the Mobile Application or web site.

10. DATA PRIVACY POLICY

This aligns with Serena Hotels Privacy Policy available at www.serenahotels.com regarding the collection of personal information. The information collected during the registration process and relating to the use of the Prestige card (Programme) is subject to processing in order to handle the Member's request appropriately, provide the expected services, and, if accepted by the Member, send them information related to the Serena Prestige Club. This information is managed by Serena Hotels, which is responsible for data processing, and its subsidiaries, partners or providers who are qualified by Serena to manage the Prestige programme. Membership in the Programme implies the explicit and unconditional acceptance of these Terms & Conditions by the Member. The present Terms & Conditions supersede any previous texts on the subject.

11. MEMBER INFORMATION

All information and details pertaining to the Prestige Programme, with respect to additional services provided by the Serena participating hotels, Member benefits, and conditions related to the Prestige rewards, are provided on the Serena Prestige Club website.

12. Program Availability and Termination

Serena Hotels reserves the right to restrict, suspend, discontinue, or cancel any part of or the entire Programme, provided thirty (30) days written notice is posted on www.serenaprestigeclub.com and sent to the electronic mailing address of all active members (the "Termination Notice"). If an active member does not receive an email, Serena Hotels will consider the Termination Notice posted on www.serenaprestigeclub.com or serenahotels.com/prestigeclub as sufficient notice.

No claims for Prestige Points will be accepted after the date of the Termination Notice.

Any claims made but not approved by the date of the Termination Notice will be deemed invalid and of no effect.

Members may redeem earned Prestige Points for Rewards up to one hundred and twenty (120) days after the date of the Termination Notice.

Prestige Points not redeemed within the said period will be forfeited.

Serena Hotels reserves the right to withdraw or suspend the Programme wholly or partly due to any force majeure event or other circumstances beyond the control of the Management.

13. INTELLECTUAL PROPERTY RIGHTS

You acknowledge that the intellectual property rights in the mobile application, the services or the Programme (and any amendments, upgrades or enhancements thereto from time to time) and all associated documentation that Serena Hotels provides to you through the Programme or otherwise are vested either in Serena Hotels or in other persons from whom Serena Hotels has a right to use and to sub-license the use of the applicable system and all associated documentation. You shall not infringe any such intellectual property rights. You shall not duplicate, reproduce or in any way tamper with the Programme, mobile application and associated documentation without the prior written consent of Serena Hotels.

14. EXERCISE OF RIGHTS

No failure or delay by either yourself or Serena Hotels in exercising any right or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise thereof or the exercise of any other right or remedy.

15. INDEMNITY

- 15.1. In consideration of Serena Hotels complying with your instructions or requests in relation the Programme, you undertake to indemnify Serena Hotels and hold it harmless against any loss, charge, damage, expense, fee or claim which Serena Hotels suffers or incurs or sustains thereby and you absolve Serena Hotels from all liability for loss or damage which you may sustain from Serena Hotels acting on your instructions or requests or in accordance with these Terms and conditions.
- 15.2. The indemnity in clause 15.1 shall also cover the following:
- 15.2.1. All demands, claims, actions, losses and damages of whatever nature which may be brought against Serena Hotels or which it may suffer or incur arising from its acting or not acting on any request or arising from the malfunction or failure or unavailability of any hardware, software, or device, the loss or destruction of any data, power failures, corruption of storage media, natural phenomena, riots, acts of vandalism, sabotage, terrorism, any other event beyond Serena Hotels control, interruption or distortion of communication links.
 15.2.2. Any loss or damage that may arise from your use, misuse, abuse or possession of any third party software, including without limitation, any operating system, browser software or any other software packages or programs.
- 15.3 In consideration of Serena Hotels providing the services under the Programme, the Member agrees to indemnify and hold Serena Hotels and its affiliates harmless against all actions, claims, demands proceedings, loss, damages, costs, charges and expenses which Serena Hotels may at any time incur, sustain, suffer or be put to as a consequence of or arising out of or in connection with any services or use of the Programme provided to the Member pursuant hereto.

16. EXCLUSION OF LIABILITY

16.1. Serena Hotels shall not be responsible for any loss suffered by you should the Programme be interfered with or be unavailable by reason of: (a) the failure of any of your device, or (b) any other circumstances whatsoever not within Serena Hotel's control including, without limitation, force majeure or error, interruption, delay or non-availability of the System, terrorist or any enemy action device failure, loss of power, adverse weather or atmospheric conditions, and failure of any public or private telecommunications system.

16.2 Under no circumstances shall Serena Hotels be liable to you for any loss of profit or anticipated savings or for any indirect or consequential loss or damage of whatever kind, howsoever caused, arising out of or in connection with the Program, mobile application or the services even where the possibility of such loss or damage is notified to Serena Hotels.

16.3. All warranties and obligations implied by law are hereby excluded to the fullest extent permitted by law.

17. DISPUTE RESOLUTION

In the event of a dispute between the Member and Prestige Club, both parties agree to first attempt an amicable settlement of the dispute.

18. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with English Law.