

# 1. INTRODUCTION

- 1.1 Q Lifestyle Ltd (hereinafter referred to as "QLL") offers an online reservation programme which allows Members and Preferred Customers to utilise their savings dollars (defined herein) purchased or allotted to their **tripsavr 2.0** Account (defined herein) in conjunction with reservation(s) made for various products and/or services which are available through the Website (defined herein).
- 1.2 **tripsavr 2.0** Programme is subject to the Programme Rules set forth herein.

# 2. **DEFINITIONS**

**"IR"** means an Independent Representative of QNET who is also a Member of the **tripsavr 2.0** Programme.

**"Savings Dollars"** means dollar amount of savings off public pricing for the various products and services available on the **tripsavr 2.0** website.

"Public Price" means the pricing of the products and services when sold to the end users not through tripsavr 2.0 Programme.

**"Savings Bank Balance"** means an account assigned to each Member of tripsavr 2.0 or Preferred Customerto store their Savings Dollars.

**"Referee"** means the Member of tripsavr 2.0 who introduced someone to the **tripsavr 2.0** Programme.

"Referral" means the person who is introduced to the tripsavr 2.0 Programme by the Member of tripsavr 2.0.

"Register" means creating an account on the tripsavr 2.0 website by the Referral.

"Preferred Customer" means the Referral who is registered with tripsavr 2.0.

"Programme Rules" means the tripsavr 2.0 Programme Rules contained herein.

"Website" means the tripsavr 2.0 website at www.tripsavr.com.

## 3. **REGISTRATION WITH TRIPSAVR 2.0**



- If you are being referred to the tripsavr 2.0 Programme by the IR, you will receive an invitation email providing you a link and an activation code to register on the tripsavr 2.0 website.
- 3.2 Using the link to <u>www.tripsavr.com</u>, click on **Sign In** and under **Register**, enter all the required fields including the activation code provided and sign up.
- 3.3 Once the registration is successful, your account is created and you will officially become the Preferred Customer of **tripsavr 2.0**. You are required to provide some personal information in order to complete your profile on your account.
- 3.4 No fee is required for registration.
- 3.5 Each time you want to access your **tripsavr 2.0** account, you will sign in with the email address and password you entered during your registration.

# 4. VALIDITY OF TRIPSAVR 2.0 ACCOUNT

- 4.1 Your **tripsavr 2.0** account is valid for six (6) months from the date of registration as a Preferred Customer.
- 4.2 To continue with **tripsavr 2.0** Progamme after expiration, please contact your Referee.

## 5. SAVINGS DOLLARS & SAVINGS BANK

- 5.1 Savings Dollars will provide you specific dollar amount of savings off the public price for accommodations and other travel related products and services offered in <u>www.tripsavr.com</u>.
- 5.2 Savings Dollars may be acquired from your Referee or you may purchase Top Up from the **tripsavr 2.0** website.
- 5.3 The Savings Dollars acquired may be returned at any time as long as your **tripsavr 2.0** account is valid and active.
- 5.4 QLL will not be liable or responsible for any losses, claims or damages whatsoever suffered by anyone in connection with the acquisition of Savings Dollars between the Member and Preferred Customer of **tripsavr 2.0**.



- 5.5 The Savings Dollars are deposited into your Savings Banks of your **tripsavr 2.0** account. You will be able to see you Savings Bank balance once you login to your account in **tripsavr 2.0** website.
- 5.6 The Savings Dollars can be used in conjunction with reservation(s) made on the **tripsavr 2.0** website.

# 6. HOW THE TRIPSAVR 2.0 PROGRAMME WORKS

- 6.1 Each time when you do a search on the **tripsavr 2.0** website, the dollar amount of savings off the public price will be displayed on the website with the products and services offered.
- 6.2 When making a reservation, you will pay the reduced price between the public price and savings dollars. Once the reservation is paid, the amount of Savings Dollars will be deducted from your Savings Bank. The balance remaining in your Savings Bank can be used for other reservations until your Savings Bank balance is zero or until your account expires.
- 6.3 Savings Dollars of products and services found in the **tripsavr 2.0** website are subject to change without notice and only savings posted at the time when a reservation is booked and confirmed will be honoured.

## 7. PURCHASING ADDITIONAL SAVINGS DOLLARS

- 7.1 In the event your Savings Bank Balance is low or zero, you may Top Up your Savings Dollars from the **tripsavr 2.0** website or acquire it from your Referee.
- 7.2 Savings Dollars Top Up is available for purchase in the **tripsavr 2.0** website:

SAVINGS DOLLARS TOP UP IN TRIPSAVR.COM	
TOP UP PRICING	INCLUSIONS
USD45.00	100 Savings Dollars

7.3 Payment for the Savings Dollars Top up can be made using a valid credit card such as Visa or Master Card.

## 8. CANCELLATION AND REFUND POLICY

8.1 Savings Dollars Top Up



- a. Any unused Savings Dollars Top Up purchased from the **tripsavr 2.0** website can be cancelled and refunded within 7 days from the date of purchase, subject to the terms and conditions stipulated at the point of purchase.
- b. There shall be no refund if the Savings Dollars Top Up is being utilised in part or full.
- c. To process a refund, please email to <u>customercare@tripsavr.com</u>.

# 9. RESERVATION ON TRIPSAVR 2.0 WEBSITE

- 9.1 All reservations made on the **tripsavr 2.0** website are subject to availability and strictly on a first-come, first-served basis.
- 9.2 Each reservation has a unique set of conditions and cancellation policy imposed by the relevant Merchant supplying the products and services and it must be agreed upon prior to confirmation.
- 9.3 Please be sure to carefully review all terms and conditions when booking on **tripsavr 2.0** website, paying special attention to the terms for nationality and/or country of residence that can affect certain hotel rates in certain countries. In some circumstances, it is possible you and/or your guest(s) will not be allowed to check in and you may be asked to pay additional fees at the point of check-in.
- 9.4 In some destinations, you and/or your guest(s) may be asked to pay additional taxes or surcharges imposed by the local government of the city. These charges may or may not be made known during the point of reservation on the **tripsavr 2.0** website.
- 9.5 Once a reservation is booked and confirmed, it cannot be changed or modified.
- 9.6 Each reservation must be paid using a valid credit card such as Visa or Master Card and must be paid at the point of booking.
- 9.7 Accommodation
  - a. The check-in and check-out time may vary from one accommodation to another. You will be advised on the timing by the respective Merchants upon confirmation of the reservation.
  - b. You must comply with the maximum occupancy imposed by the respective Merchants.
  - c. The age limit for children may vary from one accommodation to another. Further details can be obtained from the respective Merchants.
  - d. You and your guest(s) shall be personally liable for payment of all personal charges derived from the use of the accommodation.
  - e. Personal charges may include but not limited to:
    - i. charges related to the use of the telephone incurred by you and/or your guest(s)



- ii. charges for consumption of food and beverages incurred by you and/or your guest(s)
- iii. any incidentals requested by you and/or your guest(s)
- any special services or supplies attributable to you and/or your guest(s) related to the occupancy of accommodation units or the use of other benefits
- v. the cost of replacing or repairing any damage to the accommodation unit, common furnishings, or the common areas due to loss or damage caused by you and/or your guest(s)
- vi. any charges or expenses incurred as a result of negligence or intentional act by you and/or your guest(s)
- vii. the cost of additional services contracted by you and/or your guest(s)
- viii. any charges, costs or government taxes and fees which have been clearly stated as not being included as part of the reservation. The collection of these charges will be due and payable at check-out and must be guaranteed by an imprint of a credit card or cash whichever requested by the respective Merchant or hotel accommodation operator during check-in.
- 9.8 Travel Advisory
  - a. You shall be solely responsible in ensuring that you have valid travel documents such as passports and visas. Further details required may be provided by the respective Merchant upon confirmation or at the point of reservation. Please read the requirements carefully before proceeding with the reservation.
  - b. Prices for travel packages exclude personal/travel insurance, visa fee (if required), room service, optional tours, tour guide and/or driver tipping and all personal expenses unless otherwise stated.
  - c. You and/or your guest(s) must strictly comply with the terms and conditions of the respective Merchant (travel agent or tour operator).
- 9.9 Car Rental
  - a. You shall be solely responsible to ensure that the driver for the car rental has a valid driving or international driving licence (if required).
  - b. Renters will be required to present a valid, acceptable credit card in the renter's name at the point of vehicle pick-up for security deposit and validation purposes.
  - c. Prices for car rental exclude personal insurance, fuel charges, delivery services and other services. Please consult the respective Merchant for further details.
  - d. You and/or your guest(s) must strictly comply with the terms and conditions of the respective Merchant (car Rental Company or owner).
  - e. Minimum age requirements may vary by vehicle and pick-up location.

# 10. RESERVATION CANCELLATION AND REFUND POLICY



- 10.1 Confirmed reservation may be cancelled subject to the terms and conditions imposed by the relevant Merchant. Cancellation fees in part or full may apply.
- 10.2 All cancellation must be submitted online by logging into your account on **tripsavr 2.0** website and click on **My Dashboard**, select **View Reservation**, then click on the word **Cancel** next to the reservation you want to cancel.
- 10.3 Once an existing reservation is cancelled, it cannot be reinstated.
- 10.4 Should there be any balance left after deduction of the same as a result of the cancellation of a reservation, it shall be refunded to your credit card within 4 8 weeks.
- 10.5 There shall be no refund of the Savings Dollars used.
- 10.6 No refund will be given for no-show(s), early check-out(s) or unutilised night(s).

### **11. BEST PRICE GUARANTEE**

- 11.1 Each deal for the products and services in the **tripsavr 2.0** website is backed by a Best Price Guarantee.
- 11.2 After placing a reservation on the tripsavr 2.0 website and if you find cheaper pricing online, simply submit a claim within 24 hours from the time you place the reservation. tripsavr 2.0 will match the price and refund you 110% of the difference, subject to the terms and conditions of the Best Price Guarantee Program.
- 11.3 Terms and conditions of the Best Price Guarantee Program are available in the **tripsavr** website under **Guarantee**.

## 12. GENERAL OBLIGATIONS OF THE TRIPSAVR 2.0 PREFERRED CUSTOMER

The tripsavr 2.0Preferred Customer shall:

- 12.1 Comply with the provisions of the **tripsavr 2.0** Programme Rules, Terms and Conditions of the **tripsavr 2.0** products, the reservation procedures and any policies issued by any hotels, tour operators, merchants and/or suppliers of any other benefits included in the **tripsavr 2.0** Programme.
- 12.2 Together with their guests and invitees, comply with all provisions, rules, internal regulations, statutory regulations, laws, ordinances, proclamations, decrees or conditions of any licence or permit relating to the use of lodging units or any other benefits, which may be in force from time to time. In the event that any **tripsavr 2.0** Preferred Customer and/or their guests and invitees may breach the above-mentioned



provisions, the **tripsavr2.0** Preferred Customer shall be considered responsible and be subject to any penalties established by the Merchant. QLL shall in no case be responsible for the actions, omissions or misconduct of any **tripsavr 2.0**Preferred Customer and/or their guests and invitees at any time, while using the lodging units and/or other benefits.

- 12.3 Pay any required payments, penalties, bills or fees due to QLL or participating Merchants that may be incurred from the purchase of any **tripsavr 2.0** products and services.
- 12.4 Promptly notify **tripsavr 2.0** Customer Care department of any change in the personal information, including but not limited to, email address, permanent address or telephone numbers in writing to <u>customercare@tripsavr.com</u>.

### **13. TRANSFER OF USER**

13.1 The **tripsavr 2.0**Preferred Customer is not allowed to transfer his/her rights to third party.

### 14. NOTICES

- 14.1 All notices or other communication or processes given or made herein shall be in writing and email to <u>customercare@tripsavr.com</u>.
- 14.2 Place of service may be at different address as either duly ordered by the court of competence of the address notified in writing by one party to the other.

## 15. TERMINATION

- 15.1 QLL shall have the sole discretion to revoke or suspend all rights and/or any **tripsavr 2.0** account, which may have been issued to a **tripsavr 2.0** Preferred Customer if a Preferred Customer is in breach of any of the provisions set out in this Programme Rules.
- 15.2 Additionally, QLL shall have the right to terminate the **tripsavr 2.0** Programme by providing written notice to its Preferred Customer six (6) months in advance of the **tripsavr 2.0** Programme termination. In that event, the right to use the Savings Dollars may end six (6) months after the termination notice.
- 15.3 QLL may terminate the **tripsavr 2.0** Programme earlier in whole or part in any jurisdiction(s) if required to do so by applicable law.

### **16.** FORCE MAJEURE

QLL shall not be liable in damages for any delay or default which is caused by conditions or events beyond its control, including but not limited to Acts of God, governmental



restrictions, terrorist attacks/events, continuing domestic or international problems such as war or insurrections, strikes, fires, floods, work stoppages, embargoes, and/or lack of materials.

# 17. PERSONAL DATA POLICY

Refer to the website's **Privacy Policy**.

## 18. MISCELLANEOUS

- 18.1 The Programme Rules stated herein constitute the entire agreement between QLL and the **tripsavr 2.0** Preferred Customer. All obligations of the **tripsavr2.0**Preferred Customer herein shall be joint and several.
- 18.2 The Programme Rules are legally binding. The **tripsavr 2.0** Preferred Customer is deemed to have read and accepted these Programme Rules once he/she utilises the Savings Dollars in the **tripsavr 2.0** Account.
- 18.3 The Programme Rules constitutes the entire understanding of the parties relating to the subject matter of the Programme Rules and supersedes, cancels and replaces all prior agreements between the parties which relate to the same subject matter whether written, oral, implied or which would be inferred from the correspondence, oral statements or conduct of the parties.
- 18.4 QLL may revise and amend these Programme Rules without prior notice to the tripsavr2.0 Preferred Customer.
- 18.5 Failure on the part of either of the parties to exercise or enforce any right conferred by the Programme Rules shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at any time.
- 18.6 Nothing in the Programme Rules shall create or be deemed to create a partnership or a joint venture between the parties, or to establish a relationship of a principal and an agent or any other relationship of a similar nature between the parties.
- 18.7 The Programme Rules shall be governed by and construed in accordance with the laws of Singapore.
- 18.8 If any provision of the Programme Rules is held to be void and/or unenforceable for any reason, it shall be severed without impairing or affecting any other provision of the Programme Rules and/or in order to achieve the intent of the parties to the extent possible. In any event, all other provisions of the Programme Rules shall be deemed valid and enforceable to the full extent possible.



- 18.9 Any dispute concerned with the formation, performance, interpretation, nullification, termination or invalidation of the Programme Rules or arising from, or related to, the Programme Rules in any manner whatsoever shall be referred to arbitration in accordance with the Rules adopted by Singapore International Arbitration Centre (SIAC), which Rules are deemed to be incorporated by reference into this clause. For the purposes of any arbitration proceedings commenced pursuant to this clause:
  - a. The number of arbitrators shall be one (1);
  - b. The place at which the arbitration takes place shall be in Singapore; and
  - c. The language to be used in the arbitral proceedings shall be in English
- 18.10 Each party agrees that:
  - a. It will submit to the non-exclusive jurisdiction of the courts of Singapore for the purposes of ratifying any award made pursuant to arbitration proceedings conducted in accordance with clause 18.9;
  - b. It will not challenge any arbitral award made pursuant to arbitration proceedings conducted in accordance with clause 18.9; and
  - c. It will not object to or challenge any application to enforce any arbitral award made pursuant to arbitration proceedings conducted in accordance with clause 18.9 in any court.
- 18.11 The parties represent and warrant that they are free to enter into the Programme Rules. Any implied representations or warranties are hereby excluded to the fullest extent permitted by law.
- 18.12 The **tripsavr 2.0**Preferred Customer shall not assign the benefit of the Programme Rules or any interest herein, nor delegate any obligation under the Agreement or these Rules hereunder, without the prior written consent of QLL. QLL may assign its rights and obligations under the Programme Rules to a subsidiary, parent, successor or affiliate of QLL without the consent of the **tripsavr 2.0** Preferred Customer.

# **19. ACKNOWLEDGEMENT BY TRIPSAVR 2.0 PREFERRED CUSTOMER**

- 19.1 The **tripsavr2.0** Preferred Customer agree that:
  - a. You have read, understood and accepted these Programme Rules; and
  - b. You consent QLL's processing data that is personal to you, and disclosure of such data to third parties, in accordance with QLL's Privacy Policy.