

#### 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** 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** Programme is subject to the Programme Rules set forth herein.

### 2. **DEFINITIONS**

"QNET IR" means an Independent Representative of QNET who had purchased the **tripsavr** Savings Package(s) through the QNET eStore and will be automatically registered as a Member of the **tripsavr** Programme.

"QNET eStore" means the online electronic store of QNET.

"Savings Package" means Savings Dollars package(s) offered in the QNET eStore, for purchase by the IR of QNET in different denominations.

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

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

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

"Register" means to create an account as a Preferred Customer on the tripsavr website.

"Preferred Customer" means Customer of the tripsavr Programme registered through the tripsavr website.

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

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



#### 3. SAVINGS PACKAGES

3.1 There are 4 different types of Savings Packages which can be purchased from the QNET eStore:

TRIPSAVR PACKAGES		
PACKAGE NAME	INCLUSIONS	
1000 Savings Package	1000 Savings Dollars	
2000 Savings Package	2000 Savings Dollars	Unlimited virtual access to
5000 Savings Package	5000 Savings Dollars	www.tripsavr.com
200 Savings Package	200 Savings Dollars	

- 3.2 Each of the Savings Package is allotted with different values of Savings Dollars depending on the type of package purchased from the QNET eStore. Details of the packages are also available on the eStore.
- 3.3 You will automatically be registered as a Member of the **tripsavr** Programme once you purchase a Savings Package and receive a Welcome email with your login credentials to the **tripsavr** website. The credentials include your IR ID and a temporary Password.
- 3.4 Participation in the tripsavr Programme is subject to the Programme Rules and other rules, regulations, policies and procedures that QLL may, at its discretion, adopt from time to time. QLL may amend the Programme Rules at any time without notice. QLL has the sole discretion to interpret and apply the Programme Rules.
- 3.5 QLL reserves the right to amend the prices, types and availability of the Savings Packages without prior notice.

#### 4. SAVINGS DOLLARS & SAVINGS BANK

- 4.1 The Savings Dollars in your Savings Package provides you specific dollar amount of savings off the Public Price for accommodations and other travel related products and services offered in <a href="https://www.tripsavr.com">www.tripsavr.com</a>.
- 4.2 The Savings Dollars are deposited into your Savings Bank of your **tripsavr** account. You will be able to see your Savings Bank Balance once you login to your account in **tripsavr** website.
- 4.3 The Savings Dollars have no cash surrender value, credit value or other implied value. They are not gift certificates, neither credit nor debit cards nor prepaid vacation vouchers and can only be used in conjunction with a reservation made on the **tripsavr** website.

### 5. HOW IT WORKS

- 5.1 Each time when you do a search in the **tripsavr** website, the dollar amount of savings off the Public Price will be displayed on the website with each products and services offered.
- 5.2 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.
- 5.3 Savings Dollars of each product and services found in the **tripsavr** website are subject to change without notice and only savings posted at the time of when a reservation is booked and confirmed will be honoured.
- 5.4 You may be able to use the Savings Dollars in your account in one or multiple reservations at one go. However, the amount that is applied to each reservation is determined by the parameter of your search that you have selected on the **tripsavr** website.

### 6. PURCHASING ADDITIONAL SAVINGS DOLLARS

- 6.1 In the event your Savings Bank Balance is low or zero, you may purchase more Savings Dollars at any point of time from the eStore or Top Up in the **tripsavr** website.
- 6.2 There are 2 different types of Savings Dollars Top Up available for purchase in the **tripsavr** website.

SAVINGS DOLLARS TOP UP IN TRIPSAVR.COM		
TOP UP PRICING	INCLUSIONS	
USD49.00	200 Savings Dollars	
USD79.00	500 Savings Dollars	

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

### 7. CANCELLATION AND REFUND POLICY

### 7.1 Savings Package

 Any unused Savings Package purchased from the QNET eStore can be cancelled and refunded within 7 days (weekends and public holidays included) from the date



of purchase, subject to the terms and conditions stipulated in the Purchase Agreement of QNET.

b. There shall be no refund if the package is being utilised in part or full.

# 7.2 Savings Dollars Top Up

- a. Any unused Savings Dollars Top Up purchased from the **tripsavr** 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 of full.

### 8. RESERVATION ON TRIPSAVR WEBSITE

- 8.1 All reservations made on the **tripsavr** website are subject to availability and strictly on a first-come-first-served basis.
- 8.2 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.
- 8.3 Once a reservation is booked and confirmed, it cannot be changed or modified.
- 8.4 Each reservation must be paid using a valid credit card such as Visa or Master Card and QNET eCard at the point of booking.

## 8.5 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 Merchant.
- 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)
  - iv. 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 or accommodation operator during check-in.

## 8.6 Travel Packages

- 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).

## 8.7 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. Prices for car rental exclude personal insurance, fuel charges, delivery services and other services. Please consult the respective Merchant for further details.
- c. You and/or your guest(s) must strictly comply with the terms and conditions of the respective Merchant (car rental company or owner).

### 9. RESERVATION CANCELLATION AND REFUND POLICY

- 9.1 Confirmed reservation may be cancelled subject to the terms and conditions imposed by the relevant Merchant. Cancellation fees in part or full may apply.
- 9.2 All cancellation must be submitted online by logging into your account on **tripsavr** website and click on **My Dashboard**, select **View Reservation**, then click on the word **Cancel** next to the reservation you want to cancel.
- 9.3 Once an existing reservation is cancelled, it cannot be reinstated.



- 9.4 Should there be any balance left after deduction of the same as a result of the cancellation of a reservation, the monies shall be refunded to your credit card or Q Account (if a QNET eCard was used) whichever is used for the payment of the reservation.
- 9.5 There shall be no refund of the Savings Dollars used.
- 9.6 No refund will be given for no-show(s), early check-out(s) or unutilised night(s).

### **10. BEST PRICE GUARANTEE**

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

## 11. REFER A FRIEND PROGRAM

# 11.1 **tripsavr** Member

- a. As a **tripsavr** Member, you can refer a friend or family member and earn referral bonus Savings Dollars in your **tripsavr** account.
- b. To refer someone, simply login to the **tripsavr** website, click on **My Dashboard**, select **Refer a Friend** and follow through the instructions. An invitation email will be generated to the party you refer. You will be the *Master Referrer* and the party you refer the 1<sup>st</sup> Level Referred.
- c. Once the 1<sup>st</sup> Level Referred successfully registers himself/herself with **tripsavr** and books his/her first reservation on the **tripsavr** website, you as the *Master Referrer* will receive a bonus of 25 Savings Dollars in your **tripsavr** account.
- d. However, you will not be entitled to receive any more bonus Savings Dollars when the 1<sup>st</sup> Level Referred make subsequent reservation(s) thereafter.
- e. Each time the 1<sup>st</sup> Level Referred purchases any Savings Dollars Top Up from the **tripsavr** website, you as the Master Referrer will earn additional benefits.
- f. Each time the 2<sup>nd</sup> Level *Referred* purchases Savings Dollars Top Up from the **tripsavr** website, you as the *Master Referrer* will also earn additional benefits.

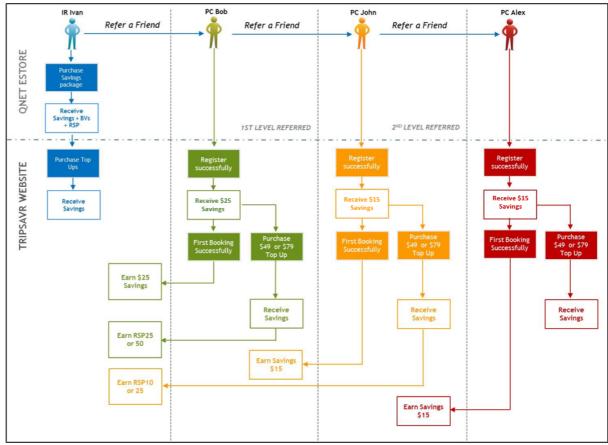
### 11.2 Preferred Customer

a. The invitation email received by the 1<sup>st</sup> Level Referred will include a link to register on the **tripsavr** website. Once the registration is completed, the 1<sup>st</sup> Level Referred will officially become the Preferred Customer of **tripsavr**.



- b. As a Preferred Customer, you will receive 25 Savings Dollars in your **tripsavr** account to participate in the programme and gain unlimited virtual access to the website to plan and make reservation(s) for your desired vacation.
- c. As a Preferred Customer, you can purchase additional Savings Dollars Top Up from the **tripsavr** website whenever your Savings Bank balance in your **tripsavr** account is low or becomes zero.
- d. As a Preferred Customer, you can refer a friend or family member and earn referral bonus Savings Dollars in your **tripsavr** account. The procedure to refer a friend or family member is the same as indicated in 11.1 (b). The party you refer will be the 2<sup>nd</sup> Level Referred.
- e. Once the 2<sup>nd</sup> Level Referred successfully registers himself/herself with **tripsavr**, he/she officially becomes the Preferred Customer of **tripsavr** and receive 15 Savings Dollars in his/her **tripsavr** account.
- f. Once the 2<sup>nd</sup> Level Referred book his/her first reservation on the **tripsavr** website, the 1<sup>st</sup> Level Referred will receive bonus 15 Savings Dollars in his/her **tripsavr** account.
- g. However, the  $1^{st}$  Level Referred will not be entitled to receive any bonus Savings Dollars if the  $2^{nd}$  Level Referred makes subsequent reservation(s).
- h. As a 2<sup>nd</sup> Level Referred you can also refer a friend or family member to **tripsavr**. The party you refer will be the 3<sup>rd</sup> Level Referred.
- i. Once the 3<sup>rd</sup> *Level Referred* successfully registers himself/herself with **tripsavr** and receive 15 Savings Dollars in his/her **tripsavr** account.
- j. Once the 3<sup>rd</sup> Level Referred books his/her first reservation on the **tripsavr** website, the 2<sup>nd</sup> Level Referred will receive a bonus of 15 Savings Dollars in his/her **tripsavr** account.





**tripsavr** – Refer a Friend

## 12. GENERAL OBLIGATIONS OF THE MEMBER AND PREFERRED CUSTOMER

# The tripsavr Member and Preferred Customer shall:

- 12.1 Comply with the provisions of the **tripsavr** Programme Rules, Terms and Conditions of the **tripsavr** products, the reservation procedures and any policies issued by any hotel and tour operators, merchants and or suppliers of any other benefits included in the **tripsavr** 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** Member or Preferred Customer and/or their guests and invitees may breach the above-mentioned provisions, the **tripsavr** Member or the 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** Member or 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** products and services.
- 12.4 Promptly notify **tripsavr** 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 customercare@tripsavr.com.

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

13.1 The **tripsavr** Member and/or Preferred Customer are 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 <a href="mailto:customercare@tripsavr.com">customercare@tripsavr.com</a>.
- 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** account, which may have been issued to a **tripsavr** Member or Preferred Customer if a **tripsavr** Member or 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** Programme by providing written notice to its **tripsavr** Member and Preferred Customers six (6) months in advance of the tripsavr Programme termination. In that event, the right to use the Savings Dollars may end six (6) months after the termination notice. QLL may refund **tripsavr** Member or Preferred Customers for any unused Savings Dollars, which are still valid after the termination date.
- 15.3 QLL may terminate the **tripsavr** 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 PRIVACY

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** Member or Preferred Customer. All obligations of the **tripsavr** Member or Preferred Customer herein shall be joint and several.
- 18.2 The Programme Rules are legally binding. The **tripsavr** Member or Preferred Customer is deemed to have read and accepted these Programme Rules once he/she utilises the Savings Dollars in the **tripsavr** 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 **tripsavr** Member or 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 17.9 in any court and it will submit to the jurisdiction of that court for the purposes of those enforcement proceedings.
- 18.11The 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** Member or 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** Member or Preferred Customer.

### 19. ACKNOWLEDGEMENT BY MEMBER OR PREFERRED CUSTOMER

- 19.1 The **tripsavr** Member or 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.