



TERMS AND CONDITIONS

PREMIER REWARDS LOYALTY PROGRAMME

GENERAL TERMS AND CONDITIONS APPLICABLE TO THE LOYALTY PROGRAMME

(Updated: 11 June 2021)

1. Interpretation

1.1. This Agreement shall be interpreted in terms of the laws of the Republic of South Africa. 1.2. Any clause contained herein which may be invalid in terms of any statute will be severed without affecting the remainder of the clauses contained herein.

1.3. The clause headings are for convenience only and shall be disregarded in construing these terms and conditions.

1.4. Any reference to any statute, legislation, regulations shall be deemed to include any lawful amendments thereto or re-enactments thereof.

1.5. These terms and conditions constitutes the entire agreement between the parties and no amendment, variation, alteration and or addition of any right, term or condition herein will be of force and effect unless reduced to writing by Premier Hotels and Resorts (Pty) Ltd.

2. General

2.1. The Premier Rewards Loyalty Programme is managed by Premier Hotels and Resorts (Pty) Ltd ("Premier Hotels and Resorts).

2.2. Guests staying at any of the hotels listed under the group of companies of Premier Hotels and Resorts will be afforded the opportunity to join our Loyalty Programme. Participating hotels are subject to change and will be without any prior notice to the member.

2.3. The following hotels are excluded from the Premier Rewards Loyalty Programme:

2.3.1. Himeville Arms

2.4. By signing up and making use of the Premier Rewards Loyalty Programme, members acknowledge that they are aware of the Terms and Conditions.

- 2.5. Premier Hotels and Resorts reserves the right to change any and/or all of the General Terms and Conditions applicable to the hotels and resorts as well as the content of the Premier Rewards Loyalty Programme at any time and without prior notification.
- 2.6. The Member agree that they will have no other method of recourse but termination of membership in the event that they have any objection to any of our terms and conditions and/or amendments thereto.
- 2.7. Premier Hotels and Resorts will not be held responsible for correspondence sent to members per electronic mail which is lost or delayed due to circumstances beyond the control of Premier Hotels and Resorts.
- 2.8. Premier Hotels and Resorts is not liable for any omissions, acts, or defaults made by any of the Programme Partners.
- 2.9. Premier Hotels and Resorts reserves the right to request positive identification of the member. 2.10. The member's Identity Document must be provided upon check-in at the Hotel and/or Resort and/or wherever requested.
- 2.10. Rates quoted are in South African Rands (ZAR).
- 2.11. The respective applicable terms and conditions and available benefits and services may be accessed by the member anytime at rewards.premierhotels.co.za.

3. Programme Benefits

- 3.1. Benefits and rewards only apply after the guest's registration has been verified. 3.2. The Premier Rewards Loyalty Programme offers members exclusive benefits which includes, but is not limited to, being able to earn and redeem points, receiving member exclusive offers and the best rate guarantee on accommodation.
- 3.3. Room upgrades are only applicable to Ruby and Diamond tier members. A room upgrade will only be granted to the higher room type within the same room category booked and is strictly subject to availability.
- 3.4. Members will be entitled to redeem their points to pay for stays at any participating Premier Hotel and Resort through the member portal only.
- 3.5. Please note that any benefits referring to exclusive Premier Rewards rates or any other Premier Rewards Loyalty Programme will only apply to bookings made directly at premierhotels.co.za, through Central Reservations or at a Premier Hotel and/or Resort.

4. Premier Rewards Loyalty Programme Membership

Eligibility

- 4.1. Application for membership in the Premier Rewards Loyalty Programme is only applicable to persons who are: -

- 4.1.1. Natural persons;
- 4.1.2. 18 years or older; and
- 4.1.3. Capable of entering into binding contractual agreements.
- 4.2. Membership and participation is void where prohibited by any applicable law and/or legislation. 4.3. Premier Hotels and Resorts staff and their immediate family members are restricted from joining the Premier Rewards Loyalty Programme.
- 4.4. Membership may not be transferred from one person to another.
- 4.5. Existing Royalty Rewards members will be able to join the new programme and access a world of enhanced member benefits.

Application/ Membership

- 4.6. Application is free of any charges.
- 4.7. Applicants may apply online at premierrewards.co.za
- 4.8. Premier Hotel and Resorts may in their sole discretion and without any liability accept or decline any membership application.
- 4.9. Membership in the programme is conditional to agreeing to receive marketing material via any form of public or direct marketing as well as for the processing of your personal information however required for the operation of the program, identification of behavioural trends and/or marketing of further products to you.
- 4.10. Please note that Premier Hotels and Resorts will not issue a physical membership card however virtual cards are available to Members with an IOS device.
- 4.11. Only one Premier Rewards Loyalty Membership can be associated with a booking and the member must be included as a staying guest on the booking.**

Member Obligations

- 4.12. The Member agrees to comply with all of our terms and conditions, as applicable (and amended) and all applicable laws, rules and regulations.
- 4.13. The Member agrees and acknowledges that participation in the Premier Rewards Loyalty Programme is entirely at his/her own risk.
- 4.14. The Member agrees that they will be responsible for restricting access to and maintaining the confidentiality of their account and password.
- 4.15. The Member will promptly notify us in the event that their membership has been compromised. 4.16. The Member agrees that he/she will provide accurate information to us at all times and to promptly notify us of any change in their information.

- 4.17. The Member will promptly notify us, no later than 60 days after check-out, in the event of any missing point earnings on their membership.
- 4.18. All missing points will be forfeited in the event that the Member fails to notify Premier Hotels and Resorts within the prescribed period as mentioned above.

Termination of Membership

- 4.19. The Member may terminate their Premier Rewards membership by providing Premier Hotels and Resorts with one (1) month notice of intention to terminate. The notice of termination is to be sent in writing to the Premier Rewards Office per electronic mail to rewards@premierhotels.co.za or customercare@premierhotels.co.za.
- 4.20. Premier Hotels and Resorts may, at any time in its sole discretion and without notice or any liability: -
- 4.20.1. amend, suspend or terminate your membership in the Premier Rewards Loyalty Programme; 4.20.2. amend, suspend or terminate your tier level;
- 4.20.3. amend, suspend, void or cancel all or a portion of your points; and/or
- 4.20.4. amend, suspend, void or cancel your redemption of points.
- 4.21. Premier Hotels and Resorts will be entitled, in its sole discretion, to effect the above actions if there are reasonable grounds for suspecting that: -
- 4.21.1. The member has violated or is using the Programme in a manner inconsistent with the Terms and Conditions or the intent of the Programme or any portion of the Program;
- 4.21.2. The member has misused or abused the rewards;
- 4.21.3. The account activity or membership status involves or results from fraud, dishonesty, theft, or other illegal or improper means;
- 4.21.4. The membership or participation in programme violates any applicable laws, terms or regulations;
- 4.21.5. The member fails to pay any amounts due; and/or
- 4.21.6. The member engages in abusive, inappropriate, offensive, or hostile conduct. 4.22. These rights are in addition to any other remedy which may be available to us under applicable law and we have the right to take appropriate administrative and/or legal action, including, without limitation, criminal or civil prosecution, we deem necessary in our sole discretion.
- 4.23. Premier Hotels and Resorts reserves the right to terminate the Premier Rewards Loyalty Programme at any time without providing reasons or to replace it with another programme.
- 4.24. Termination of and/or changes to the Premier Rewards Loyalty Programme shall not entitle the member to any claims whatsoever.
- 4.25. In the event that Premier Hotels and Resorts amend, suspend or void any or all of the Member's points, such points will be removed from the members account and will no longer be available for redemption.
- 4.26. The Member's points will be cancelled, forfeited, void and no longer available for redemption after

termination of membership.

5. Earning Points

5.1. Subject to clause 3.1 hereinabove, the Member will: -

5.1.1. Start earning points from date of sign up, after membership verification has been completed and qualify immediately for discounts off the best available rate; and

5.1.2. Begin to earn Premier Rewards points from their first stay, provided that the booking is made on a qualifying rate code.

5.1.3. Points will not be awarded for any stays prior to joining the Premier Rewards programme. 5.2. The ratio of point earnings awarded will differ and are dependent on the Member's Premier Rewards tier.

5.3. The currency of the Programme is the Premier Rewards Point ("Point(s)").

5.4. One (1) Point is equivalent to ten (10) cents on services redeemable within the Programme. Ten (10) Premier Points is equivalent to One Rand (R1).

5.5. Earning of points is automatically calculated provided the loyalty Membership ID is included on the reservation. Redeeming points is done personally by the member online.

5.6. Points are non-transferable and may not be exchanged for money or other goods other than those specified in the Programme.

5.7. Points are earned on the total nett amount of the invoice for each stay by the member at a Premier Hotel or Resort, according to General Conditions, and shall exclude VAT, other relevant taxes or non-qualifying charges.

5.8. The Member may earn Points on stays (to a maximum of 2 rooms per member on the same room bill for each stay) and extra services used during each stay when associated with the Programme, at different rates and with specific limitations and restrictions for each hotel and reservation.

5.9. Points can only be earned when the member is the main guest for the stay.

5.10. Premier Hotels and Resorts reserves the right to request copies of hotel accounts as evidence of amounts paid, and Premier Rewards points credited, either before or after the redemption is made, and these may be subject to audit.

5.11. Basic points per stay will be credited to the member's account once the invoice is issued and fully settled on check-out.

5.12. In the event of client no-shows, the collection of points for that booking (both basic and/or promotional) will not be credited to the account.

5.13. Using an inactive or invalid email address will lead to the removal of the profile and forfeiting any balance of any remaining points.

5.14. Existing Royalty Rewards Members will be given a grace period of 6 months as from 01 November 2020 to redeem their current points at any Premier Hotel or Resort before the programme terminates.

6. Premier Reward Tiers

6.1. Premier Rewards Loyalty Programme consists of three Tiers namely: -

6.1.1. First Tier: Sapphire;

6.1.2. Second Tier: Ruby; and

6.1.3. Third Tier: Diamond.

6.2. Each Programme Tier will have the right to certain rewards and benefits and is described on the website www.premierhotels.co.za.

6.3. A member's Tier will be calculated and/or upgraded according to the number of points accumulated per period.

6.4. A period will be calculated as two calendar years.

6.5. During the first quarter following a 2 calendar year period, the system will review all Tier levels for the previous period, calculating the nights/points earned.

6.6. The review process excludes, but is not limited to, the following categories and points will not be calculated or earned by a member when booking in the following categories: -

6.6.1. Online Travel Agencies;

6.6.2. Group bookings;

6.6.3. Meetings and Conferences;

6.6.4. Standard Tour Operate Rates;

6.6.5. Air Crew Rates;

6.6.6. Travel Trade Rates; and

6.6.7. Premier Hotels and Resorts Employee Rates.

6.7. Long Stay Rates will be permitted to earn points, however this will be afforded at the discretion of the Premier Rewards Team

6.8. Members that have accumulated the number of nights/points required for an upgrade to the next Tier level will reach their new Tier automatically without having to wait until the end of the period. 6.9. Members will enjoy their new superior tier until 31 December of the following year. 6.10. Premier Hotels and Resorts reserves the right, at its discretion, to assign any of the Premier Rewards Tiers and its benefits to groups of clients which, due to their scope of work or influence, might be considered appropriate without having to comply with the terms and conditions reflected herein. 6.11. It is the member's responsibility to ensure that the email address used upon registration is applied when effecting bookings and/or redeeming points.

7. First Tier: Sapphire

7.1. This Tier is applicable to all new members and members who have earned up to 11 999 points during a period of two calendar years.

7.2. Members will automatically earn 0.5 Premier Points for every (One Rand) R1 spent on their total nett room account. This applies for charges relating to accommodation (if booked on a qualifying rate code), as well as food and beverage and sundries when charged to the room account. This excludes and is accordingly not applicable for walk-ins at Restaurants.

7.3. Members are afforded a **10% discount** on the Best Available Rate for nights booked through Central Reservations, directly at the hotel or resort or via the website www.premierhotels.co.za.

8. Second Tier: Ruby

8.1. This Tier is applicable to members who have earned 12,000 to 26,249 points during a period of two calendar years.

8.2. Members will automatically earn 0.75 Premier Points for every (One Rand) R1 spent on their total nett room account. This applies for charges relating to accommodation (if booked on a qualifying rate code), as well as food and beverage and sundries when charged to the room account. This excludes and is accordingly not applicable for walk-ins at Restaurants.

8.3. Members are afforded a **10% discount** on the Best Available Rate for nights booked through Central Reservations, directly at the hotel or via the website www.premierhotels.co.za.

9. Third Tier: Diamond

9.1. This Tier is applicable to members who have earned 26,250 plus points during a period of two calendar years.

9.2. Members will automatically earn 1 Premier Point for every (One Rand) R1 spent on their total nett room account. This applies for charges relating to accommodation (if booked on a qualifying rate code), as well as food and beverage and sundries when charged to the room account. This excludes and is accordingly not applicable for walk-ins at Restaurants.

9.3. Members are afforded a **10% discount** on the Best Available Rate for nights booked through Central Reservations, directly at the hotel or via the website www.premierhotels.co.za.

10. Redemption of Points

10.1. Points are redeemed on the total value of qualifying spend

10.2. Ten (10) Points are equal to (One Rand) R1.

10.3. The Member will have the option of a mixed payment settlement; The member will therefore be allowed to effect payment using both currency and Points. Redemptions can only be done via the Premier Rewards member portal.

10.4. In the event of a mixed payment, only one type of currency will be allowed for each redemption, using

the daily exchange rate on our system.

10.5. Points may be redeemed on rooms at qualifying rates (and excludes all categories as listed in paragraph 6.6 above).

10.6. Points may not be redeemed on bookings made through channels other than those listed in point 10.3, and furthermore excludes online sales channels outside the Premier Hotels and Resorts channel or through intermediaries.

10.7. Points can only be redeemed from one account, regardless of whether the Member pays partly or fully in Points.

10.8. Premier Rands are not transferable and may only be used for the benefit of the Member. 10.9. No Travel Agent commission is payable on any Premier Rewards redemption bookings. 10.10. Members are required to advise their Travel Agent of the appropriate email address when making reservations in order to earn points.

10.11. Redemption stays must be available immediately and is subject to the availability of rooms at the respective hotel.

10.12. No room upgrades will be granted for redemption stays.

11. Expiration of Points

11.1. The member will forfeit any unused points that have not been redeemed within 12 months of earning the points.

11.2. Premier Hotels and Resorts may, at any time in its sole discretion, without liability and notice to the member, void and cancel any and/or all points in the event that there is no activity on the members account for any 24 month period.

12. Direct Marketing

12.1. All members may receive an electronic newsletter that will include special offers and any relevant communication members may find of value.

12.2. By supplying Premier Hotels & Resorts with personal information, signing up to the Premier Reward Programme and by consenting thereto, the member agrees to receive direct marketing communications from Premier Hotels & Resorts insofar as it relates to its products and/or services.

12.3. If, at any time, the member wishes to withdraw their consent to the aforementioned receipt of direct marketing communications, they will be entitled to do so by opt-ing out via the member portal or by notifying Premier Hotels & Resorts in writing. A reasonable period should be allowed for Premier Hotels & Resorts to give effect to aforementioned opt-out request; hence the member may receive marketing

communication during the transitional period.

13. Consent

13.1. Premier Hotels & Resorts need the member's consent for the use and processing of member information in order for the member to have access to all Premier Rewards Programme benefits. If you have unsubscribed from receiving notifications and/or communications you will only receive limited benefits and may be excluded from receiving enhanced benefits, exclusive offers or promotional codes.

13.2. The member further confirms that they have read, understood and accepted the terms of membership. The member therefore agrees that their personal information may be processed according to these terms and conditions insofar as the member provided the necessary consent.

14. Data and Data Protection

14.1. Amadeus has been appointed as the third party data processor ("the third party") of Premier Hotels and Resorts.

14.2. Members may request and/or download 'Premier Hotels and Resorts Privacy Policy Statement'. 14.3. Premier Hotels and Resorts is committed to protecting your privacy and developing technology that gives you the most powerful and safe online experience. We accordingly adhere to regulations contained in The Protection of Personal Information Act (POPI ACT), as amended, and all other applicable laws.

14.4. The Member will not be required to provide us with personal information unless he/she chooses to make a reservation and/or a purchase; sign up for one of our email newsletters or other products; and/or make use of any of our services.

14.5. Premier Hotels and Resorts takes practical and reasonable steps to secure your personal information from unauthorised access, use or disclosure. Premier Hotels and Resorts secures the personally identifiable information you provide on computer servers in a controlled, secure environment, protected from unauthorised access, use or disclosure. When personal information (such as a credit card number) is transmitted to other websites, it is protected through the use of encryption, such as the Secure Socket Layer (SSL) protocol.

14.6. The member is provided with contactable email addresses on the Site. In order to check for viruses and the presence of inappropriate content, Premier Hotels and Resorts reserve the right to intercept, monitor and inspect all material and information transmitted over our system.

14.7. Premier Hotels and Resorts may link the Member to Websites that have different privacy policies and practices from those disclosed here. We assume no responsibility for the policies or practices of such linked sites, and encourage you to become acquainted with them prior to use.

14.8. Premier Hotels and Resorts reserves the right to amend and update its Statement of Privacy to reflect company and customer feedback.

15. Indemnification

15.1. The Member indemnifies and holds Premier Hotels and Resorts, and their respective officers, employees, consultants, agents and representatives against any act and/or omission which may be asserted against or suffered by the Member through any Affiliate and/or Third Party.

15.2. The Member indemnifies and holds Premier Hotels and Resorts, and their respective officers, employees, consultants, agents and representatives against any faults which the rewards operating system may occur when processing information, accruing and calculating points, etc.

15.3. Premier Hotels and Resorts shall not be liable to the Member or any other person whatsoever for any death, injury, loss or damage of any description whatsoever which the Member and/or any member of his/her family, or any employee, friend, acquaintance, visitor, invitee or guest of the Member may sustain whether directly or indirectly in or about the premises.

15.4. The Member accordingly indemnifies Premier Hotels and Resorts, the Landlord and Lessee of the premises and its agents and employees against any claim of whatsoever nature which may be made against any of them arising out of the aforementioned occurrences.

16. Contact details

16.1. Members may visit the below links in the event that they have any questions about our Rewards Loyalty Programme and/or terms and conditions, and/or wish to update their details: - 16.1.1. Premier Hotels and Resorts: www.premierhotels.co.za

16.1.2. Premier Rewards: Guest Registration and Login: rewards.premierhotels.co.za

16.1.3. Premier Rewards Service Desk

Central Reservations Office on 086 111 5555

Email us at rewards@premierhotels.co.za or info@premierhotels.co.za