Terms and Conditions Governing DBS Bank Ltd (“DBS”) Travel Privileges Programme (“Travel Programme”)

Your participation in the Travel Programme constitutes acceptance of these terms.

Programme Period

1. This Travel Programme shall be from 1 April 2019 to 31 March 2020.

2. DBS Travel Concierge is managed by a third party Participant (“Participant”) on behalf of DBS.

Eligibility

1. The Travel Programme is open to all Singapore DBS Treasures and DBS Treasures Private Client customers (“Customers”) who meet the minimum assets under management requirement at point of participation.

2. To remain enrolled from 1 April 2020 to 31 March 2021, Customers would need to maintain the minimum assets under management requirement.

DBS Travel Concierge Hotel Privileges

1. Reservations must be made through DBS Travel Concierge.

2. Reservations must be made at least 72 hours prior to intended date of stay.

3. Any changes to the reservation must be made through DBS Travel Concierge and not directly with/within the hotel. This applies to change of dates, extension of stay, early check out, delay of arrival or cancellation in full or in part.

4. All information pertaining to room type, room rate per night and room availability are accurate at time of quotation by DBS Travel Concierge.

5. DBS Travel Concierge reserves the right to update, modify or change the privileges that come along with the reservations from time to time.

Starwood Luxury Privileges

1. Benefits of Starwood Luxury Privileges include access to a special Rate Plan and dedicated hotel privileges. The benefits are subject to change from time to time. Starwood Luxury Privileges include amenities that may not be available through other rate plans at participating luxury hotels and resorts owned, managed and franchised by Starwood and its affiliates and operated under the St. Regis, The Luxury Collection, and W Hotels.

2. Rates and privileges are offered only for bookings via DBS Travel Concierge.

3. Rates are per room, per night, based on single/double occupancy and availability at time of reservation and do not include additional per room, per night charges that may be imposed or state/local taxes.

4. Amenities are listed for informational purposes and are subject to change. Exact amenities are subject to confirmation at time of reservation.

5. Starwood Luxury Privileges Rate Plan must be booked to guarantee the delivery of added value amenities.
6. Amenities will not be extended on any other rate plan, prepaid rates and package rates.

7. Luxury Privileges rate plan is primarily for leisure travel; however, rates may be booked for corporate/business travel if the Customer does not have a negotiated rate with the hotel.

8. Any modification to a reservation is subject to the hotel's availability at the time the modification is requested and may change the rate and/or require payment of cancellation fees.

9. Not applicable to groups consisting of more than 9 rooms or 14 persons and cannot to be combined with other offers or promotions.

10. Privileges include: (1) complimentary travel benefits, best available rates, USD100 hotel credit per room per stay, early check-in & late check out (subject to availability), complimentary in-room standard internet access, daily buffet breakfast for 2, welcome fruit basket & mineral water, upgrade on arrival (subject to availability) and VIP status; (2) complimentary travel benefits, ad hoc hotel promotions with free nights, USD100 hotel credit per room per stay, early check-in & late check out (subject to availability), complimentary in-room standard internet access, daily buffet breakfast for 2, welcome fruit basket & mineral water, upgrade on arrival (subject to availability) and VIP status; (3) promotional rates such as no cancellation rates.

11. No cancellation or amendments within 24 hours of check-in.

12. For privileges under Clause 10, Credit Cards will be charged upon confirmation unless otherwise advised by the concierge. The concierge will advise the Customer over the phone on payment terms based on the Customer’s selection (e.g. no-cancellation rates charged on booking or promotional/seasonal rates charged upon check-out at hotel).

13. Customers are allowed to select 1 Privilege per booking.

14. All incidentals shall be paid by the Customers upon check-out.

**Medical Travel Facilitation**

1. Medical Travel Facilitation is managed by the Participant.

2. The Participant itself does not provide any medical services and is only responsible for facilitating the medical consultations (“Services”) with medical professionals/institutions/specialists (“Medical Specialists”). Customers shall have the sole right to choose from the options given by the Participant as per their requirements. It shall be agreed and acknowledged that any decision or selection made by the Customer in relation to the medical options/solutions or recommendation of the Medical Specialists (“Recommendation”) shall be based on the Customer’s sole judgment. In this regard, Customers shall at their own cost and expense, verify and check the credentials and reliability of the Recommendation and the Participant shall not have any liability in this regard.

3. The Participant endeavours to ensure that they provide prompt and timely Services, but each Medical Specialist is an individual professional or a professional institute and operates according to his/her/its own methods of operation. The Participant is not responsible for disruptions in Service, any actions of any Medical Specialist, and any other action or occurrence related to the provision of the Services. The Participant shall not be liable for any cancellation or delay of the appointment/consultation/interview with the Medical Specialist(s) and any consequences or events that may arise pursuant to scheduling of such appointment/consultation/interview with the Medical Specialist(s).
4. The Participant is not responsible, directly or indirectly, for any medical decision that Customers may take in pursuance to any Recommendation made by the Participant or its associate medical specialists or medical options/solutions offered by the Participant. The Participant is neither an emergency care provider nor a substitute for emergency or urgent care.

5. The Participant shall not be liable for any medical negligence that may result due to any Recommendation of the Participant or its associate medical specialists, either for therapeutic, rehabilitative or conventional treatment. The Participant shall not be liable for any medical complications or other consequences that may be faced by Customers on account of any medical procedure that Customers may select and undergo. It shall be explicitly acknowledged and agreed that Customers shall not make any claim against the Participant in relation to any consequences that may arise from any medical treatment and/or advise and/or second opinion and/or resulting from medical negligence by the Medical Specialist(s) that the Participant may recommend.

6. It shall be acknowledged and agreed that the Participant’s maximum liability relating to Services rendered (regardless of form of action, whether in contract, negligence or otherwise) shall in no event exceed the membership fees paid to the Participant for the portion of Services giving rise to liability. Customers shall acknowledge and agree that in no event shall the Participant be liable for consequential, special, incidental or punitive loss, damage or expense even if they have been advised of their possible existence.

7. For providing the Services, the Participant shall from time to time have arrangements/tie-ups with a network of Ancillary Medical Service Providers, whose services may be available to the Customer, at his/her option at his/her sole cost and expense. The Customer acknowledge and agree not to make any claim against the Participant in relation to any deficiency or defect in the services provided by such Ancillary Medical Service Providers.

8. The Participant shall not be liable for its failure to perform under these terms as a result of occurrence of any force majeure events like acts of God, fire, wars, sabotage, civil unrest, labour unrest, action of statutory authorities or local or central governments, change in laws, rules and regulations, affecting the performance of the Participant.

9. The Participant shall have the right to assign these terms without the Customer’s prior written consent.

General

1. By participating in the Travel Programme, the Customer consents to our collection and use of Customer’s personal data and the use and disclosure of Customer’s personal data by/to third parties for the purpose of the Travel Programme. Customer agrees to the terms of the DBS Privacy Policy, a copy which can found at www.dbs.com/privacy.

2. DBS’ decision on all matters relating to or in connection with the Travel Programme shall be final and binding. No correspondence or claims will be entertained.

3. DBS shall not be liable in any way to any party for any loss or damage or expenses arising in connection with the Travel Programme, however arising, including without limitation, from any late or non-notification, any error in computing chances, any technical, hardware or software breakdown, malfunction or defects, failed delayed or incorrect transactions, lost or unavailable network connections or any notice that is lost or misdirected.

4. DBS makes no warranty or representation towards the quality, merchantability or fitness for purpose of the goods and services of any Participant(s). Any dispute about the same must be resolved directly with the relevant Participant. DBS is not liable for any loss, injury, claim or damage suffered or
incurred arising from or in connection with the use of the Travel Programme. DBS is not an agent of any Participant or vice versa.

5. DBS may change these terms or suspend/terminate the Travel Programme without giving notice and without liability to the Customers.

6. If there is any inconsistency between these terms and any brochures, marketing or promotional materials relating to the Travel Programme, these terms and conditions will prevail.

7. DBS' terms and conditions governing the Customer’s DBS accounts and related services apply.

8. These terms and conditions shall be governed by the laws of Singapore, and the Customers irrevocably submit to the exclusive jurisdiction of the Singapore courts.

9. A person who is not party to any agreement governed by these terms and conditions shall have no right under the Contracts (Rights of Third Parties) Act to enforce any of these terms and conditions.