General Terms and Conditions

- 1. Payment must be made with an American Express[®] Card issued by Maybank Malaysia only.
- 2. From 12:00 a.m. on 28 May 2018 to 11:59 p.m. on 20 May 2019 ("**Promotion Period**"):
 - (b) Eligible Cardmembers (as defined below) who are New Users (as defined below) can enjoy RM600 off the price of Eligible Bookings (as defined below), with a minimum total spend of RM 3,000 on Eligible Bookings (the "New User Discount"); and
 - (c) Eligible Cardmembers who are Existing Users (as defined below) can enjoy RM225 off the price of Eligible Bookings, with a minimum total spend of RM 1,500 on Eligible Bookings (the "Existing User Discount").

Each of the New User Discount and the Existing User Discount will also be referred to in these Terms and Conditions as the "**Discount**".

- 3. In these Terms and Conditions:
 - (a) "Eligible Cardmembers" means holders of a basic/principal or supplementary American Express Consumer Card issued in Maybank Malaysia ("American Express") The cards mentioned in the foregoing sentence shall be referred to as "Eligible Cards".
 - (b) "Eligible Booking" means booking of hotels and resorts packages or tours that are offered on <u>https://luxuryescapes.com/my/amex</u>.
 - (c) "Existing User" means a user who, prior to making an Eligible Booking during the Promotion Period, has made one or more Eligible Bookings through the user's registered account on the Website that has or have not been cancelled, regardless of whether the user has redeemed such bookings.
 - (d) "New User" means a user who, prior to making an Eligible Booking during the Promotion Period: (i) has never made an Eligible Booking on the Website, regardless of whether the user has set up an account on the Website, or (ii) has made an Eligible Booking on the Website but cancelled such booking.
 - (e) "Website" means <u>https://luxuryescapes.com/my/amex</u>.
- 4. Redemption of the New User Discount is limited to one (1) Eligible Booking completed by the Eligible Cardmember during the Promotion Period.
- 5. There is no limit to the redemption of the Existing User Discount by Eligible Cardmembers during the Promotion Period.

- 6. To redeem the Discount, please (i) access the Website directly or through www.luxuryescapes.com/my; and (ii) enter the promotion code AMEXLEMY ("**Promo Code**") at checkout and make payment with an Eligible Card. The Promo Code will only be valid on the Website and on the Luxury Escapes app on Android and iOS.
- 7. Unless otherwise stated, the Discount may not be used together with any other discount that may be available in Malaysia for bookings on the Website.
- 8. If an Eligible Booking, to which the Discount was applied, is cancelled and qualifies for a refund, the refund will be equal to the amount paid by the Eligible Cardmember for the item, subject to any cancellation fees and/or other applicable charges. Please refer to the refund policy at <u>https://luxuryescapes.com/my/refund-policy</u> for details.
- 9. The Discount available to an Eligible Cardmember shall not be transferable to another user, or be redeemable for cash.
- 10. To the extent permitted by applicable laws, American Express and/or Luxury Escapes reserve the rights to terminate this offer and/or replace the offer with another offer of similar value within 21 days' notice.
- 11. Luxury Escapes shall be solely responsible for the fulfilment of the Discount and products or services offered by Luxury Escapes to Eligible Cardmembers. American Express acts solely as a payment provider and is not responsible or liable in the event that the Discount or any of the products or services are not provided or fulfilled by Luxury Escapes.
- 12. American Express is not the provider of any of the products or services offered on the Website and makes no representation or warranty in relation to such products or services.
- 13. Luxury Escapes' Terms and Conditions at <u>https://luxuryescapes.com/my/terms-and-conditions</u> apply and should be read in conjunction with these terms and conditions.