

## Terms and Conditions Governing the "Banyan Group 30th Anniversary & withBanyan Giveaway 2024" Promotion

### 1. Introduction

- 1.1 The "Banyan Group 30th Anniversary & withBanyan Giveaway 2024" (the "**Campaign**") is organised by Banyan Tree Marketing Group (the "**Organiser**").
- 1.2 The Campaign commences on 31 August 2024, 0000hrs and ends on 30 November 2024, 2359hrs (GMT+8) (the "**Campaign Period**").
- 1.3 In order to qualify for the Campaign, participants are required to make at least one Eligible Transaction between 31 August 2024 to 30 September 2024 (the "**Qualifying Period**") and abide by the Campaign Requirements.
- 1.4 This Campaign is governed by the terms and conditions outlined below (the "**Terms and Conditions**"). By participating or entering this Campaign, all participants agree to abide by these Terms and Conditions.
- 1.5 The following terms shall have the following meanings when used in the Terms and Conditions:-
  - (a) "*Active withBanyan Member*" shall refer to the named account holder of a successfully activated withBanyan account.
  - (b) "*Eligible Transaction*" shall refer to a successful booking made during the Qualifying Period for a stay at a Participating Property in accordance with these Terms & Conditions.
  - (c) "*Participating Property/Properties*" shall refer to the properties listed at [here](#).

### 2. Campaign Requirements

- 2.1 Subject to these Terms and Conditions, each Eligible Transaction shall grant the person making that booking ("**Participant**") one (1) chance in the Campaign, to a maximum of three (3) chances only. Participants who have made at least one Eligible Transaction will automatically be enrolled into the Campaign.
- 2.2 In order for a booking to be considered an Eligible Transaction:
  - (a) The booking must have been made via under the Banyan Group's "Live Well, Travel Well" campaign.
  - (b) By the end of the Qualifying Period, the Participant must be an Active withBanyan Member holding a successfully activated withBanyan membership, and that their 7-digit membership number is reflected in their booking under the section "Special Requests".
  - (c) At the end of the Qualifying Period, any booking that is incomplete, invalid, unsuccessful or cancelled for any reason whatsoever shall not be considered an Eligible Transaction.
- 2.3 Participants shall be solely responsible for observing and abiding by any such legal restrictions in their country of residence. This Campaign is voided where prohibited by laws of the Participant's country of residence, including but not

limited to China, Thailand, Malaysia, Russia, Australia, Canada, France and Hong Kong.

- 2.4 Participants are required to be of 18 years or above at the start of Campaign. The demise of a Participant automatically disqualifies his participation in the Campaign.
- 2.5 Notwithstanding anything herein to the contrary, the Organiser has the sole and absolute discretion at any time and from time to time to determine or verify the eligibility of any Participant for the Campaign and shall not be obliged to give any reason therefor and shall not make any payment or compensation whatsoever.

### **3. Winners and Prizes**

- 3.1 Four (4) winners will be selected at random from the pool of eligible Participants (collectively the "**Winners**" and each a "**Winner**") on 7 October 2024, at 3pm GMT+8, in Singapore.
- 3.2 Each Winner will be entitled to one (1) of the following prizes (collectively the "**Prizes**" and each a "**Prize**") described below:
  - a. 2-night stay for up to two (2) guests at Banyan Tree Yang Shuo (China), Li River Impression, One-Bedroom Villa, inclusive of daily complimentary breakfast.
  - b. 2-night stay for up to two (2) guests at Banyan Tree Bangkok (Thailand), Presidential Suite, inclusive of daily complimentary breakfast and complimentary 1-time standard drink selection for each guest at Vertigo.
  - c. 2-night stay for up to two (2) guests at Banyan Tree Veya Valle de Guadalupe (Mexico), Harmony Pool Villa King.
  - d. 2-night stay for up to four (4) guests at Dhawa Ho Tram (Vietnam), Presidential Suite.
- 3.3 Prizes which include a hotel stay must be redeemed by 30 September 2025 and no extension will be granted. Redemption of hotel stays will be done directly with the respective hotel.
- 3.4 Hotel stays are subject to their own terms and conditions. Any additional services or amenities requested by the Winner is subject to availability and may entail additional cost to be borne by the Winner, and is subject to each hotel's sole discretion.
- 3.5 The Prizes are not transferable or exchangeable for cash, credits or otherwise in full or in part or refundable. In addition, Winners are not allowed to request a swap of Prizes.

### **4. Announcement of Winners and Prize Claim**

- 4.1 The Winners will be notified of their Prizes by the Organiser via their last known email address(es) stated in the records maintained with the Organiser no later than 15 October 2024 or by such other date as the Organiser may determine

at its discretion. (the "**Notification**"). The Winners are required to acknowledge receipt of the Notification by no later than 30 November 2024.

- 4.2 During the Notification, the Organiser may request for a verification of the Winner's eligibility and/or identity through the submission of passport or identification card details, and provide further steps for the Winner to claim their Prizes.
- 4.3 If a Winner is not contactable, fails to acknowledge receipt of the Notification by 15 October 2024 or is found to be ineligible, the Prize will be given to the next Participant selected at random.
- 4.4 All Winners are to claim their Prizes by the end of the Campaign Period.
- 4.5 If any of the Prizes remain unclaimed by the end of the Campaign Period, or if any of the Winners is subsequently discovered to be ineligible to participate or receive the Prize, the Organiser reserves the right to forfeit the Prize and award or dispose of it in such manner and to such persons as the Organiser deems fit without any liability on the part of the Organiser to the Winner whose Prize was forfeited/reclaimed.
- 4.6 No payment or compensation whether in cash or credit shall be made for the forfeited/reclaimed Prize in the event of non-receipt of the Notification.
- 4.7 The Organiser may, at any time and from time to time in its discretion and without prior notice or assigning any reason thereof or assuming any liability or payment of compensation to any person, substitute, replace or change the Prizes stipulated herein, with another item of similar value (whether in cash or otherwise).

## **5. Obligations of Participation**

- 5.1 Participation in the Campaign is subject to the Terms and Conditions and the Participants are deemed to have accepted the Terms and Conditions when they participate in the Campaign. The Participants and the Winners shall indemnify the Organisers for any claims, expenses, actions, losses or damages or costs (including legal costs on a full indemnity basis) made against or incurred or sustained by the Organiser in connection with any breach of the Terms and Conditions.
- 5.2 By participating in the Campaign, each of the Participants and the Winners expressly and irrevocably permit, authorize and consent to the collection, processing, use and disclosure of his personal data, including but not limited to, his name, identification number, passport number and photographs for advertising, promotional, publicity or commercial purposes or otherwise in relation to the Campaign.

## **6. Miscellaneous**

- 6.1 Organiser reserves the right to vary these terms and conditions or terminate this promotion without prior notice at its sole and absolute direction.
- 6.2 In the event of any inconsistency or discrepancies between the Terms and Conditions and any brochure, marketing or promotional material relating to the Campaign, these Terms and Conditions shall prevail.

- 6.3 Employees of Banyan Group and their immediate families, affiliates, subsidiaries, related agencies, principal sponsors, IATA travel agents and suppliers are not eligible to participate in the campaign.
- 6.4 To the extent permitted by applicable laws, the participant agrees that the Organiser shall not be liable, under any circumstances and in any way, for any liabilities, errors or omissions, loss, damage, costs and expenses of any kind suffered or incurred as a result of their participation (or inability to participate) in the Campaign. The participant agrees to be liable to and indemnify the Organiser and their respective employees and agents, in the event any of the foregoing parties suffer or incur any liabilities, loss, damage, costs, or expenses arising from or related to the participant's acts or omissions in relation to the Campaign.
- 6.5 A person who is not a party to any agreement governed by the Terms and Conditions shall have no rights under the Contracts (Rights of Third Parties) Act (Cap. 53B) to enforce or enjoy the benefit of any term of such agreement.
- 6.6 These Terms and Conditions shall be governed by the laws of the Republic of Singapore and all Participants shall be deemed to have irrevocably agreed to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.