

“BEST RATE GUARANTEE” General Terms and Conditions

ARTICLE 1. DEFINITION AND SCOPE OF “BEST RATE GUARANTEE”

1.1 Conditions for applying “Best Rate Guarantee”

“Best Rate Guarantee” applies if the following cumulative conditions are met:

- you have reserved a room (room only or/and with optional meal plans) in one of the hotels eligible for “Best Rate Guarantee” (see the list of eligible hotels in Article 2 below), directly through an The Lux Collective Ltd channel (websites, mobile websites or The Lux Collective Ltd application, brand websites, reservation centers or directly with the hotel),
- a confirmation number has been issued to confirm this booking,
- and within 24 hours following confirmation of your booking sent by email or the confirmation of your booking by telephone, and no later than 48 hours before the planned date of arrival at the hotel:
 - you find, for the same hotel, for the same date(s), the same length of stay, at the same rate conditions (i.e. refundable or non-refundable, prepayment and deposit requirements, room only or with breakfast included, booking cancellation and change condition), the same type of room (identical category, size, beds, view or location) and the same number of people in the room,
 - a room offered at a lower public price and available for booking, this price being calculated in an identical manner, on the same basis as the total cost of the stay with the same inclusions (currency, taxes, VAT, services),
 - on the website, mobile website or third-party application (“Third-party booking channel”)

(hereinafter referred to as the “Eligible Booking”).

In the event of an Eligible Booking, confirmed by The Lux Collective Ltd under the terms and conditions stipulated herein, The Lux Collective Ltd shall apply the Third-Party Booking Channel price and will offer you an additional reduction on the Third-Party Booking Channel price on the total cost of the booked accommodation of 10% for other eligible brands.

For example:

- if the reserved rate under an Eligible Booking on The Lux Collective Ltd channel is 200EUR,
- and the rate given on the Third-Party Booking Channel is 180EUR,
- then the final rate applied by The Lux Collective Ltd pursuant to the “Best Rate Guarantee” will be 162EUR (180 - 10%) for other eligible brands.

1.2 Cases for excluding “Best Rate Guarantee”

“Best Rate Guarantee” shall not apply in the following cases:

- Group rates (more than 7 rooms),
- Business rates,
- Conference and seminar rates,
- Preferential Rates
- Special promotional offers giving rise to an additional discount after booking confirmation (such as promotional codes provided after signing up to a newsletter),
- Member rates or subscription programs offered on the Third-Party Booking Channel concerned,
- Rates granted for partners of The Lux Collective Ltd Group and their employees,
- Rates granted for employees of The Lux Collective Ltd Group,
- Rates offered by sources selling unsold travel inventory on an opaque pricing basis (i.e. Hotwire and Priceline) which specify the name of the hotel or its location only after confirmation of the booking,
- Rates displayed on websites/portals/web pages which do not have an on-line booking system such as information sites or sites which confirm reservations only after contacting the hotel (“booking request”),
- Rates which are part of a package which includes both a room and an airline ticket, a cruise, car rental or any other activity or any other service inside or outside the hotel. “Best Rate Guarantee” does not apply to websites requiring membership, on-line memberships or programs with password or login to consult a hotel’s rates and room availability.

ARTICLE 2. HOTELS AND REGIONS CONCERNED BY “BEST RATE GUARANTEE”

The hotels covered by “Best Rate Guarantee” are as follows:

- All hotels in The Lux Collective Ltd Group (LUX* Resorts & Hotels, SALT, Tamassa, LUX* Tea Horse Road),
 - LUX* Grand Baie
 - LUX* Belle Mare
 - LUX* Le Morne
 - LUX* Grand Gaube
 - Tamassa Bel Ombre
 - SALT of Palmar, an Adult Only Boutique-Hotel
 - LUX* South Ari Atoll
 - LUX* Saint Gilles
 - Hotel Le Recif
 - LUX* Tea Horse Road Lijiang
- on the hotel information pages.

ARTICLE 3. CURRENCY AND PRICE DIFFERENCE

- If a Third-Party Booking Channel’s rate is indicated in a currency other than that of the Eligible Booking (indicated below in brackets), the “Best Rate Guarantee” policy is not applicable. The Lux Collective Ltd “Best Rate Guarantee” policy only applies if the request meets all requirements listed in Article 1 and 4 and is made using the below currencies (applicable respectively for each hotel).
 - LUX* Grand Baie (EUR)
 - LUX* Belle Mare (EUR)
 - LUX* Le Morne (EUR)
 - LUX* Grand Gaube (EUR)
 - Tamassa Bel Ombre (EUR)
 - SALT of Palmar, an Adult Only Boutique-Hotel (EUR)
 - LUX* South Ari Atoll (USD)
 - LUX* Saint Gilles (EUR)
 - Hotel Le Recif (EUR)
 - LUX* Tea Horse Road Lijiang (RMB)
 - The “Best Rate Guarantee” will be applicable if the Third-Party Booking Channel’s rate is at least five percent (5%) or 5EUR less than the amount of the Eligible Booking, it being specified that the greater amount of the two will be used. For example:
 - if the reserved rate under an Eligible Booking on The Lux Collective Ltd channel is 200EUR,
 - the rate given must be at least 5EUR less: 195EUR,
 - OR the rate given must be at least 5 percent (5%) less: 190EUR.
 - if the rate given on a Third-Party Booking Channel is 192EUR, the “Best Rate Guarantee” will be applicable.
- Differences in price related to fluctuations or to differences in currency exchange rates shall not be taken into account under “Best Rate Guarantee”.

ARTICLE 4. PROCEDURE FOR BENEFITING FROM “BEST RATE GUARANTEE”

4.1 Request form

In order to benefit from “Best Rate Guarantee”, you must (i) meet the conditions mentioned in article 1 above and (ii) complete the request form.

The required fields (as specified in the request form) indicated on the request form must be completed correctly. In this regard, you guarantee that the information provided in the request form is true and complete.

The Lux Collective Ltd cannot be held liable if errors or incomplete information have been entered by the Customer and if, for this reason, The Lux Collective Ltd cannot apply “Best Rate Guarantee” under the conditions specified herein.

4.2 Screen capture

A screen capture displaying both the date of the capture and the lowest price found using the Third-Party Booking Channel must be attached to the request form, along with the associated terms and conditions of sale as well as any other document supporting the request. Incomplete or incorrect requests, or those which include ineligible or incomplete documents, will not be processed. The screen capture must clearly show the date of the stay, the hotel name, the terms

and conditions of sale, meal plans, packages, number of people in the room, taxes, currency and the rates offered on the Third-Party Booking Channel.

Requests must be submitted within 24 hours following confirmation of the Eligible Booking and no later than 48 hours before the planned arrival at the hotel. To comply with these deadlines, you should refer to the dates and times mentioned in your booking confirmation email.

ARTICLE 5. MANAGEMENT OF REQUESTS

After a check has been carried out by The Lux Collective Ltd customer services, you may benefit from the "Best Rate Guarantee" if your request meets all the conditions mentioned herein. The Lux Collective Ltd customer services will send you an email no later than one week after the claim is sent, to the email address entered on the form with the confirmation number of the Eligible Booking as well as the new applicable rate.

If the request does not meet "Best Rate Guarantee" conditions, The Lux Collective Ltd customer services will send you an email indicating that you cannot benefit from "Best Rate Guarantee", indicating the grounds for this refusal.

In the event that you wish to cancel the Eligible Booking and not benefit from "Best Rate Guarantee", please refer to the cancellation conditions applicable to your Eligible Booking which are detailed in the email confirming the Eligible Booking.

ARTICLE 6. PAYMENT TO THE HOTEL ON DEPARTURE

In the case of an Eligible Booking, and if no pre-payment has been made, the rate confirmed by The Lux Collective Ltd customer services under the conditions specified in the previous article will be billed by the hotel on departure, with all other services not included in the booking (restaurant, bar, etc.).

If the Eligible Booking was prepaid at the time of the on-line booking more than 30 days before the date of arrival, the refund will be made to the same credit card.

If the Eligible Booking was prepaid at the time of the on-line booking less than 30 days before the date of arrival, the refund will be made to the same credit card.

Services not included in the booking (restaurant, bar, etc.) will be billed by the hotel on departure.

ARTICLE 7. LIABILITY

Insofar as The Lux Collective Ltd has no control over a Third-Party Booking Channel, The Lux Collective Ltd cannot be held responsible for costs which may arise following cancellation of a booking, for all bookings made through any Third-Party Booking Channel.

ARTICLE 8. AMENDMENTS TO THESE GENERAL TERMS AND CONDITIONS

The Lux Collective Ltd reserves the right to amend these general terms and conditions at any time. The amended terms and conditions shall take effect on the date they are put on-line on the website and shall apply to any request submitted on the website from the time they are put on-line.

The Lux Collective Ltd asks the Customer to read these general terms and conditions carefully before each request, as they may have been modified. Any request involves the prior consultation and acceptance of these general terms and conditions by means of a checkbox provided for this purpose and which includes a hyperlink referring to these general terms and conditions.

The Lux Collective Ltd also reserves the right to end "Best Rate Guarantee", at any time, it being specified that requests submitted before the termination of "Best Rate Guarantee" will be processed by The Lux Collective Ltd under the terms and conditions specified herein.

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