

Updated as of April 26.04.24.

The following information forms the basis of participation in the Holla Rewardz (the “Program” or “Holla ”). Program membership and its benefits are offered at the sole discretion, its subsidiaries and affiliates, the owners of the participating hotels and each of the foregoing entities' officers, directors, partners, employees and agents. Hotel brands (“Brands”) currently participating in the Program are (collectively, “Holla ”). Brands may be added or deleted at its sole discretion of Holla . Membership in the Program (“Membership”) is subject to these Terms and Conditions.

These Terms and Conditions are intended to protect the Members of Holla . Your participation in this Program is subject to these Terms and Conditions, and it is your responsibility to read and understand all of them. The Terms and Conditions include the [Program’s Privacy Policy](#) which governs the use of the data that you provide to us. The Program Terms and Conditions are governed by and are to be construed under the laws of India. The Program Terms and Conditions set forth here in supersede all prior Program Terms and Conditions. Membership in and application for membership in the Program is void if prohibited by applicable law.

Redemption of Program Rewards are subject to all applicable laws and regulations.

IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST ELECT NOT TO JOIN THE HOLLA REWARDZ. YOUR CONTINUED USE OF THE PROGRAM FOLLOWING THE POSTING OF CHANGES TO THESE TERMS WILL MEAN THAT YOU ACCEPT SUCH CHANGES AND THESE TERMS.

General Membership Rules

1. Program Operator

- a. The Program is operated and administered by self.
- b. The rights and obligations of HOLLA under the Program may be assigned or transferred by HOLLA to any other related or unrelated entity at any time, and performance thereafter shall be the responsibility of that entity.
- c. HOLLA membership is an exclusive membership privilege granted by HOLLA , and its benefits are offered at the sole discretion of HOLLA .
- d. Neither the Program nor any benefit offered by the Program creates, constitutes or gives rise to any legal or contractual rights by Members against HOLLA .
- e. Nothing in the HOLLA Program Terms and Conditions is intended or shall be construed to create or establish any agency, partnership or joint venture relationship between HOLLA and the partners mentioned therein.
- f. In case of fraud or abuse involving HOLLA , HOLLA will have the right to take appropriate administrative and/or legal action, including termination of membership.
- g. HOLLA and our Program affiliates are not responsible for: (1) loss or misdirection of, or delay in receiving, any Membership application, correspondence, Awards or award certificates; (2) theft or unauthorized redemption of HOLLA points or Rewards or use of a Reward caused by circumstances beyond the reasonable control of us or our agents; (3) any acts or omissions of third parties (including participating properties); or (4) any errors published in relation to the Program, including, without limitation, any pricing or typographical errors, errors of description, errors regarding participating properties and Program affiliates, and errors in the crediting or debiting of HOLLA points from Member accounts. We reserve the right to correct, without notice, any errors.

2. General Program Terms and Conditions

- a. HOLLA and its hotel/partners have the right to add, change, limit, modify or cancel Program Rules, regulations, rules for earning and redeeming HOLLA points, rewards, reward levels, redemption levels, processes, benefits, and Program affiliates at any time, with or without notice, even though

such changes may affect the value of points already accumulated, the ability to use accumulated points, or the ability to obtain certain rewards.

- b. HOLLA and its partners may, among other things: (1) increase or decrease the number of points received for a stay or required for an Award Night reward; (2) withdraw, limit, modify, or cancel any reward; (3) add blackout dates, limit rooms available for any Award Night reward at any participating hotel, or otherwise restrict the continued availability of rewards; (4) change program benefits, travel partners, hotel partners, locations served by HOLLA or its travel partners, conditions of participation, rules for earning, redeeming, retaining, or forfeiting points, or rules governing the use of rewards; and (5) change or cancel its travel partner rewards. You will be bound by any such changes.
- c. The accumulation of HOLLA points does not entitle members to any vested rights with respect to points, rewards, or program benefits.
- d. In accumulating HOLLA points, members may not rely upon the continued availability of any reward or reward level. All Membership benefits are subject to availability.
- e. Each Member is responsible for remaining knowledgeable as to the Program Terms and Conditions and as to the number of HOLLA points in his or her account.
- f. We make no warranties or representations, either expressed or implied, and expressly disclaim all liability (including consequential damages) with respect to type, quality or fitness of goods or services provided through the Program.
- g. All interpretations of Program Terms and Conditions shall be at the sole discretion of HOLLA .
- h. We endeavor to keep the information on our website current, including the links from these Terms and Conditions, but you should contact your regional Member Services office via email for the most current information. We are not responsible for any information that has not been updated.
- i. These Terms and Conditions are governed by and shall be construed in accordance with the laws of India, and are subject to the exclusive jurisdiction of the applicable courts.
- j. Membership, and the earning and redeeming of HOLLA points are subject to all applicable local laws and regulations. Membership, membership benefits, and awards are offered in good faith, however they may not be available or are subject to change if prohibited or restricted by applicable law or regulation.
- k. All disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Program, shall be subject to the Program's Limitation of Liability.
- l. A membership number is required when making reservations.

Notice of Changes and Translations of these Membership Terms and Conditions

- a. Changes to these Terms and Conditions will be posted on the [HOLLA Member Website](#) and will be effective immediately unless stated otherwise. HOLLA is under no obligation to notify members of changes except by the posting on such site.

4. Membership Eligibility and Fee

- a. Membership in the Program is available to individuals ("you") as stated in these Program Terms and Conditions.
- b. There is an enrolment fee for this Program. Entry-level (Silver-tier) Membership is free of charge and is available to individuals over the age of majority residing in jurisdictions that legally permit participation in frequent stay programs.
- c. Companies and/or other entities cannot enroll.
- d. Members cannot maintain membership in or earn HOLLA points on multiple accounts. You may maintain only one account.
- e. We may refuse Membership to, or terminate Membership of, any individual without giving a reason.
- f. You will be enrolled in the Program and become a Member from the date we receive your completed application
- g. An active member is defined as any member having point activity (accrual or redemption) within the last 24 months.

5. Membership Cancellation

- a. HOLLA reserves the right to cancel HOLLA membership and revoke any and all unredeemed HOLLA points collected by any Member who appears to be using the Program in a manner inconsistent with the Terms and Conditions or intent of the Program or any portion of the Program, and for reasons that include, but are not limited to: 1) violation of these Terms and Conditions; 2) misrepresentation of any information or any misuse of this Program; 3) violation of any national, state or local law or regulation in connection with the use of membership privileges; 4) failure to pay for hotel charges; 5) a check to a participating hotel brand that is returned for insufficient funds or is invalid for any reason; 6) commission of fraud or abuse involving any portion of this Program; 7) more than one active account per member, multiple accounts for each member must be merged as described in Section 14 below; or 8) action, in any other way, to the detriment of the Program or any of its alliances; all as may be determined by HOLLA in its sole discretion.
- b. You may cancel your Membership at any time by giving written notice of cancellation to your regional customer service team. If you do this, all unredeemed HOLLA points & rewards will be forfeited immediately and may not be reinstated or transferred.

6. Program Availability

- a. The Program has no predetermined termination date and may continue until such time as HOLLA decides to terminate the Program, at any time, with or without notice.
- b. If the Program is terminated, all unredeemed points and rewards shall be forfeited without any obligation or liability, and no award claims shall be honored after the conclusion of any notice period.

7. Limitation of liability

- a. HOLLA shall not be liable to any person for any action taken or neglected to be taken with respect to the Program, except for errors in posting HOLLA points or rewards to Program accounts.
- b. HOLLA will attempt to send correspondence to active Members to advise them of matters of interest, including notification of Program changes. However, neither HOLLA, nor companies participating as partners in the Program will be liable for any failure to do so and will not be responsible for incorrect or inaccurate transcription of entry information, for problems related to any of the equipment or programming associated with or utilized by the Member, for any human error, for any interruption, deletion, omission, defect, or line failure of any telephone network or electronic transmission, for problems relating to computer equipment, software, inability to access any Web site or on-line service, for any other technical or non-technical error or malfunction, for lost, late, stolen, illegible, incomplete, garbled, misdirected, mutilated or postage due mail or other mail for whatever reason.

8. Data Privacy

- a. In order to join the Program, you must agree to the [Membership Privacy Policy](#). YOUR CONTINUED USE OF THE PROGRAM FOLLOWING THE POSTING OF CHANGES WILL MEAN THAT YOU ACCEPT SUCH CHANGES TO THE REFERENCED MEMBERSHIP PRIVACY POLICY AND INTERNET PRIVACY POLICY TERMS.

9. Account Access

- a. We maintain a personal preference profile for HOLLA members, containing information provided by you.
- b. We will use this information to expedite reservations, check-in, and check-out processes.
- c. The content contained in such restricted areas is confidential to HOLLA, and is provided to you for your personal use only.
- d. We reserve the right to prohibit the use of such access codes on your behalf by third parties where we determine that such use interferes with our site's operation or results in commercial benefits for other entities to our detriment.

10. Address Changes

- a. Each Member is responsible for advising HOLLA of any address and email address changes. We shall have no responsibility for misdirected or lost mail or any consequences thereof

11. Taxes

- a. Membership benefits and rewards may be subject to income or other taxes.
- b. The recipient is responsible for paying all such taxes and for making all applicable disclosures to third parties, including the party who paid for the transaction from which you earned HOLLA points.
- c. We will not be liable for any tax liability, duty or other charges in connection with the issuance of Membership benefits or rewards.

12. Program Violations

- a. Program violations, fraud or abuse in relation to point credit or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and by HOLLA, including, without limitation, the forfeiture of all point transfers, rewards, or Award Nights issued pursuant to point redemptions and any accrued points or miles in your account, as well as cancellation of the account and your future participation in the Program.

13. HOLLA Membership

- a. Only individuals are eligible for HOLLA membership, and each individual may maintain only one account.
- b. Corporations, groups and/or associated entities cannot enroll as HOLLA members.
- c. You should not give your Membership number or password to any other person.
- d. You are responsible for all activity in your Program account through the use of your password by another person, whether a member of your family, household, staff or otherwise.
- e. After applying to the HOLLA program, a membership number will be assigned to each applicant. Upon receiving this number, an individual becomes eligible to earn HOLLA points.
- f. We maintain a personal preference profile for HOLLA members, containing information provided by you. We will use this information to expedite reservations, check-in, and check-out processes. If you provide credit card information, hotels will use it to guarantee your stay and will apply your stay charges to that credit card or any other matter.
- g. By using your Membership card or your Membership number to earn or redeem HOLLA points, you agree that (i) you have read, understood and accepted these Terms and Conditions, (ii) you are eligible for Membership; and (iii) you consent to HOLLA processing data that is personal to you, and disclosing such data to third parties, in accordance with the [Membership Privacy Policy](#).
- h. Our waiver of any breach of these Terms and Conditions by you shall not constitute a waiver of any other prior or subsequent breach of these Terms and Conditions. Our failure to insist upon strict compliance with these Terms and Conditions by any Member, shall not be deemed a waiver of any rights or remedies that we may have against that or any other Member.

14. Points

- a. The accumulation of HOLLA points is subject to the HOLLA Program Rules.
- b. Each member is responsible for reading the HOLLA Terms and Conditions, newsletters, and account e-statements in order to understand his or her rights, responsibilities, and status in the program.
- c. To earn HOLLA points for hotel stays, a Member must be a registered, paying guest at a participating HOLLA hotel and meet all of the conditions described in the Terms and Conditions, including providing a valid membership number at the time of booking.
- d. HOLLA points have no cash value and we will not pay you cash for any forfeited or unused points.

- e. Accrued points and Award Nights or other Membership benefits may not be sold, bartered or transferred (other than by HOLLA). Any attempted transfer, sale or barter by you or on your behalf will be void.
- f. We and/or our Program affiliates may refuse to honor or recognize any HOLLA points, Award Nights, rewards or Membership benefits which we or they conclude have been transferred, sold or bartered.
- g. Any points, Award Nights or benefits which HOLLA deems to have been transferred, sold, bartered or assigned in violation of Program Terms and Conditions may be confiscated or cancelled.
- h. Except as specifically provided herein, neither accrued points nor Award Nights are transferable in the event of death, divorce, as part of a domestic relations matter, inheritance or otherwise by operation of law.
- i. HOLLA points and rewards can be earned only at participating HOLLA hotels or other partners. Participating hotels and partners are subject to change at any time, without notice. Additions and deletions to the list of participating hotels will be announced from time to time.

15. Eligible Stay

- a. An "Eligible Stay" is one or more consecutive nights at the same participating HOLLA property, whether or not you checked-out and checked back in, during which you paid an Eligible Rate and presented your HOLLA account number at registration.
- b. An "Eligible Night" is each night during an Eligible Stay.
- c. All stays and nights are deemed to occur on the date of check-out.
- d. Stays in which you used an Award Night or paid through a pre-paid third party channel, do not count as "Eligible Stays" as you did not pay an Eligible Rate.
- e. Eligible Rates include the following room rates paid for hotel room nights: non-discounted room rate, standard corporate rate, worldwide sales negotiated rate, national/regional/local government rate and specified leisure rates. Eligible rates vary by hotel. Please refer to the hotels website for all eligible and non-eligible rates and charges.

16. HOLLA Amenities

- a. A number of services and benefits ('Amenities') are available to HOLLA Members.
- b. These amenities are offered solely at the discretion of HOLLA, and the individual participating hotel, and may change from time to time.
- c. Not all amenities or services are provided by all participating hotels.
- d. Should a Member be improperly denied an amenity by a participating hotel, liability will be limited to the equivalent value of that amenity as determined solely by HOLLA

17. Account Activity Statement

- a. Activity statements are available via email each month. Members can also access this information by logging into their accounts online whenever available to access.

18. Partner Redemption

- a. HOLLA members may redeem HOLLA points in exchange for various benefits of 3rd party redemption partners ("Redemption Partner(s)").
- b. To be eligible to redeem HOLLA points and rewards with Redemption Partners, members must have at least hard or soft copies of certificates.
- c. Once Redemption Partner has been requested, the partners benefits and the appropriate number of HOLLA points and rewards will automatically, and instantly, be deducted from the member's HOLLA membership.
- d. HOLLA reserves the right to discontinue a Redemption Partner at any time with or without notice.
- e. HOLLA is not responsible for products or services promised or supplied by participating Redemption Partners and makes no warranty to the value of Redemption Partner currencies. The terms and

conditions of the Redemption Partner programs control the redemption and distribution of the Redemption Partner services.

19. Reward Redemption

- a. When a Reward is requested, the corresponding number of points for that Reward level will be deducted from the Member's account.
- b. The reward may be issued to the Member, any person in the Member's family, or to any other HOLLA member. Once issued, rewards are not transferable and may be used only by the individual named on the reward. If a person other than the individual named on the reward documentation attempts to redeem the reward, the reward will be deemed void and accommodations will be denied.
- c. Rewards may not be sold, auctioned, bartered, brokered or purchased except with the express written consent of HOLLA . Any Rewards obtained in this manner by any person or entity will be considered to have been fraudulently obtained and will be deemed void if transferred for cash or other consideration.
- d. Altered Reward Confirmations are void and will not be honoured.
- e. Rewards will not be replaced, reissued or credited if lost, stolen or otherwise destroyed.
- f. Reward usage is subject to capacity controls, which limit the availability of rooms. Additionally, usage of Rewards may also be limited during certain times of the year. Additional blackout Dates may be imposed with or without notice.
- g. It is solely the responsibility of the Member to be informed about the Program and to request the specific Rewards.
- h. Rewards may not be combined with other certificates, discounts, packages or promotional offers unless otherwise specified by HOLLA.
- i. Rewards cannot be redeemed for cash, prizes or credit.
- j. Rewards are not exchangeable.
- k. Rewards which have been deducted from the Member's account may be redeposited provided that Member cancels reward before the cancellation deadline.
- l. Rewards are void where prohibited or restricted by law.
- m. HOLLA Rewardz may be substituted by HOLLA at any time without notice with an equivalent Reward.
- n. Determination of Reward equivalency is at the sole discretion of HOLLA .
- o. HOLLA is not responsible for, and assumes no liability for, transportation or other services our partners provide or fail to provide.
- p. HOLLA , participating HOLLA hotels, our Program affiliates and any of our respective subsidiary and/or affiliated companies, and our respective officers, directors, and employees, in arranging and/or providing hotel accommodations or other services such as tickets, or merchandise through certificates or otherwise, do so on the express condition and agreement that none of us are or will be liable for any loss or injury, including death, damage, accident, delay, irregularity or expense arising out of, relating to, or resulting from, strikes, war, weather, quarantines, sickness, accidents, government restrictions or regulations, or from any act or omission of third-parties, including any individual firm or corporation furnishing transportation, sightseeing or other service or goods whether or not advertised, nor for any additional costs or expenses due to disruption or change of schedules, rates, accommodations, or services or for any other cause beyond their direct control.
- q. In addition, none of us are or will be responsible for refunds that may be due to any person from ground transportation, boat tours, or other third-party provider of services. All such claims for refunds must be made in accordance with the rules and regulations of the party from whom such refund is due.
- r. All costs, rates, tariffs and other charges and program features are subject to adjustment at any time without prior notice, and provisions of the hotel accommodations, ground transportation, tickets and other services are subject to availability.
- s. Performance is also subject to applicable laws, orders, or regulations of any governmental authority exercising jurisdiction and the right is reserved to withdraw HOLLA Rewardz should conditions warrant, as well as to refuse to provide accommodations to any person in accordance with applicable laws.

20. Restricted by Law

- a. This Program or participation therein is not valid and/or the awarding of HOLLA points or miles/credits and/or the granting of rewards is void where prohibited or restricted by law.

21. Communications

- a. Each month, we will send you your HOLLA points balance via e-mail.
- b. We may also send you promotions, offers and other communications from time to time, which may include items from third parties. The items we send may be targeted to you based on the information you have provided to us and additional data we maintain.
- c. All Program communications will be sent to you at the mailing address and/or e-mail address which you provide on your application form.
- d. Communications will be deemed to have been received by you if sent to that address, 1 business day after sending if we sent it to the e-mail address provided and 5 business days after sending if we sent it to the mailing address provided. You are responsible for keeping your address current.
- e. You can view your HOLLA points balance, vouchers and transaction history, update your personal details, and change your communications preferences at any time. You may contact our Customer Service Centre. If you telephone a Customer Contact Centre, for security reasons we may ask you for your date of birth and/or other information to verify your identity. We may monitor telephone calls to improve the quality of service.

22. Statements, Errors and Retroactive Claims

- a. We may at any time correct the amount of HOLLA points shown as credited to you, without notice.
- b. If we improperly deny a HOLLA point accrual or a HOLLA Membership benefit, our liability is limited to the proper posting of HOLLA points to your account.

23. Supplier Terms and Conditions

- a. Separate terms and conditions will apply to your reservation and purchase of travel-related goods and services that you select. Please read these separate terms and conditions carefully. You agree to abide by the terms and conditions of purchase imposed by any supplier with whom you elect to deal, including, but not limited to, payment of all amounts when due and compliance with the supplier's rules and restrictions regarding availability and use of fares, products, or services. You understand that any violation of any such supplier's rules and restrictions may result in cancellation of your reservation(s), in your being denied access to the applicable travel product or services, in your forfeiting any monies paid for such reservation(s), and/or in our debiting your account for any costs we incur as a result of such violation.

24. Prepaid Hotel Reservations at 'HOLLA Direct' Hotels

- a. You acknowledge that for some hotel providers, designated as "HOLLA Direct" hotels, HOLLA pre-negotiates certain room rates to facilitate the booking of room reservations. You also acknowledge that HOLLA provides you services to facilitate such booking of reservations for a consideration (the "booking fee"). The room rate displayed on the Website for HOLLA Direct hotels is a combination of the pre-negotiated room rate for rooms reserved on your behalf by HOLLA and the booking fee retained by HOLLA for their services. You authorize HOLLA to book reservations for the total reservation price, which includes the room rate displayed on the Website, plus tax recovery charges, service fees, and where applicable, taxes on HOLLA's services. You agree that your credit card will be charged by HOLLA for the total reservation price. Upon submitting your reservation request you authorize HOLLA to facilitate hotel reservations on your behalf, including making payment arrangements with hotel suppliers.
- b. Prices quoted for HOLLA Direct hotels include all indirect taxes (GST, ITBIS, VAT or other similar taxes) except any tourist/stay tax, which will be payable by you at the hotel.

- c. In some countries, there is a local tax known as "visitors' tax", "city tax" "tourist tax" (or similar) and other fees including (but not limited to) resort fees or service charges, which shall be paid directly by you at the hotel.
- d. You acknowledge that except as provided above with respect to tax obligations on the amounts we retain for our services, HOLLA does not collect taxes for remittance to applicable taxing authorities. The tax recovery charges on prepaid hotel transactions are a recovery of the estimated taxes (e.g. sales and use, occupancy, room tax, excise tax, value added tax, etc.) that HOLLA pays to the hotel supplier for taxes due on the hotel's rental rate for the room. The hotel suppliers invoice HOLLA for certain charges, including tax amounts. The hotel suppliers are responsible for remitting applicable taxes to the applicable taxing jurisdictions. HOLLA does not act as co-vendors with the supplier with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. The actual tax amounts paid by HOLLA to the hotel suppliers may vary from the tax recovery charge amounts, depending upon the rates, taxability, etc. in effect at the time of the actual use of the hotel by our customers. We retain service fees as additional compensation in servicing your travel reservation. Service fees retained by HOLLA for their services vary based on the amount and type of hotel reservation. Sales, use and/or local hotel occupancy taxes are imposed on the amounts that we charge for our services (service fee and/or facilitation fee) in certain jurisdictions. The actual tax amounts on our services may vary depending on the rates in effect at the time of your hotel stay.
- e. In the case of refundable rates, you may cancel or change your prepaid hotel reservation, but you will be charged the cancellation or change fee indicated in the rules and restrictions for the hotel reservation. If you do not cancel or change your reservation before the cancellation policy period applicable to the hotel you reserved, which varies by hotel (usually 24 to 72 hours, but may be much greater in some instances) prior to your date of arrival, you will be subject to a charge equal to applicable nightly rates, tax recovery charges and service fees. In the event you do not show for the first night of the reservation and plan to check-in for subsequent nights in your reservation, you must confirm the reservation changes with us no later than the date of the first night of the reservation to prevent cancellation of your reservation.
- f. You agree to pay any cancellation or change fees that you incur. In some cases, hotels do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the hotel reservation.
- g. Some hotel suppliers may require you to present a credit card or cash deposit upon check-in to cover additional expenses incurred during your stay. Such deposit is unrelated to any payment received by HOLLA for your hotel booking.
- h. Bookings at HOLLA Direct hotels which include Award Nights redemptions at may require one (1) or more additional non-Award Nights per stay. The number of non-Award Nights required per booking may vary from hotel to hotel and may be increased or decreased at any time without prior notice from HOLLA .
- i. Some HOLLA Direct hotels offer discounted rates for a specific stay, product or service. However, these rates made available by hotel suppliers may carry special restrictions and conditions, for example these bookings may be non-cancelable and non-refundable. Please ensure you check the relevant product, service and reservation conditions and details thoroughly for any such conditions prior to making your reservation.

39. HOLLA Customer Service Offices

- a. If you have any queries about the HOLLA Program, please send an email or call your customer service team.