

General Terms and Conditions of DBS Travel Privileges Programme (“Travel Programme”)

1. This Travel Programme shall be from 1 April 2019 to 31 March 2020 (“Programme Period”).
2. The Travel Programme is open to all DBS Private Bank*, Treasures Private Client and Treasures customers of DBS Bank (Hong Kong) Limited (“DBS”, which expression shall include its successors and assigns) (“Eligible Customers”). For the avoidance of doubt, to be an Eligible Customer, a DBS Treasures customer is required to maintain a valid DBS Treasures account with a Total Account Balance (including deposits, investments and insurance) equivalent to HK\$1,000,000 or above on the date before enrolment of the Travel Programme.

*DBS Private Bank is the private banking division of DBS Bank (Hong Kong) Limited.
3. DBS Travel Concierge is managed by a third party Participant (“Participant”) (on behalf of DBS Bank Ltd).
4. By participating in the Travel Programme, the Eligible Customer is deemed to have accepted these terms and conditions.
5. All personal particulars collected from an Eligible Customer under the Travel Programme will be used for the purposes of servicing the Eligible Customer as part of the Travel Programme. By participating in the Travel Programme, the Eligible Customer is deemed to have expressly consented to DBS disclosing his/her personal particulars to concierge provider(s) appointed by DBS, strictly for the purposes of Travel Programme enrolment and servicing the Eligible Customer as part of the Travel Programme only. In accordance with the Personal Data (Privacy) Ordinance, Eligible Customers may make data access or data correction requests or request information regarding policies and practices and kinds of data held. Such requests should be addressed to: The Data Protection Officer, DBS Bank (Hong Kong) Limited, 10/F One Island East, 18 Westlands Road, Island East, Hong Kong. Facsimile: 2167 8564.
6. Notwithstanding anything herein, DBS has the absolute discretion to determine the eligibility of an Eligible Customer enrolling in the Travel Programme. 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.
7. 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, howsoever 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.
8. DBS makes no warranty or representation on the quality, merchantability or fitness of any goods and services in this programme to any Eligible Customer(s). Any dispute or complaint about the good or service should be brought to the attention of the supplier. DBS shall assume no liability or responsibility for any loss, injury, claim or damage suffered or incurred arising from or in connection with the Travel Programme any service available thereunder. DBS is not an agent of any Participant or vice versa.
9. DBS may, at any time and without prior notice or liability to any party, suspend or terminate the Travel Programme or vary these terms and conditions.
10. In the event of any inconsistency between these terms and conditions and any brochures, marketing or promotional materials relating to the Travel Programme, these terms and conditions shall prevail.
11. DBS’ terms and conditions governing the Eligible Customer’s accounts with DBS and related services apply.
12. These terms and conditions shall be governed by and construed in accordance with the laws of Hong Kong Special Administrative Region (“Hong Kong”), and the Participants irrevocably submit to the nonexclusive jurisdiction of the Hong Kong courts.
13. In case of any discrepancies between the English and Chinese versions of these terms and conditions, the English version shall prevail.

DBS Travel Concierge Hotel Privileges

14. Reservations must be made through DBS Travel Concierge.
15. Reservations must be made at least 72 hours prior to intended date of stay.
16. 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.
17. All information pertaining to room type, room rate per night and room availability are accurate at time of quotation by DBS Travel Concierge.
18. 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

19. Eligible Customers who have successfully enrolled in the Travel Programme can enjoy Starwood Luxury Privileges ("Starwood Privileges") which include:
 - a. Access to Special Rate Plan - including (1) complimentary travel benefits, Best Available Rates and Ambassador Welcome Offers stated in clause 19b or (2) Ad hoc hotel promotions with free nights and Ambassador Welcome Offers stated in clause 19b or (3) Promotional rates such as no-cancellation rates; and
 - b. Ambassador Welcome Offers - which includes (1) USD100 hotel credit per room per stay as advised by the hotel upon room reservation, subject to the terms and conditions imposed by the relevant hotel, (2) early check-in & late check out (subject to availability), (3) complimentary in-room standard internet access, (4) daily buffet breakfast for 2, (5) welcome fruit basket & mineral water, (6) upgrade on arrival (subject to availability) and (7) VIP status.
20. Starwood Privileges includes amenities under Ambassador Welcome Offers stated in clause 19b 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.
21. Starwood Privileges are subject to change from time to time. For details of Starwood Privileges, please contact DBS Travel Concierge at +852 3908 0212 (Hong Kong / Overseas)/+400 680 9212 (China).
22. Special Rate Plan and Ambassador Welcome Offers are offered only to Eligible Customers who made their bookings via DBS Travel Concierge.
23. 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.
24. Details of Special Rate Plan and Ambassador Welcome Offers are stated for informational purposes and are subject to change. Exact details are confirmed at time of reservation.
25. Room nights under this Starwood Privileges must be pre-booked to guarantee the delivery of Ambassador Welcome Offers.
26. Starwood Privileges is primarily for leisure travel; however, rates may be booked for corporate/business travel if Eligible Customers do not have a negotiated rate with the hotel.
27. 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.
28. Not applicable to groups consisting of more than 14 persons or 9 rooms, whichever is lower, and cannot to be combined with other offers or promotions.

29. No cancellation or amendments is allowed within 24 hours prior to check-in.
30. For privileges under clause 19, credit cards will be charged upon confirmation unless otherwise advised by the DBS Travel Concierge. DBS Travel Concierge will advise the customer over the phone on payment terms based on customer's selection (eg. no-cancellation rates charged on booking or promotional/seasonal rates charged upon check-out at hotel).
31. Eligible Customers are allowed to select only one of the privileges stated under clause 19a per booking.
32. Incidentals shall be paid by the Eligible Customers upon check-out.

Medical Travel Facilitation

33. Eligible Customers who have successfully enrolled in the Travel Programme can enjoy Medical Travel Facilitation which consists of the following privileges: 1) travel planning including flight, accommodation, tour and visa arrangements; 2) medical referrals and appointment management under the network of dedicated doctors and specialists; 3) admission and discharges arrangement; 4) health screening arrangement.
34. The Participant itself does not provide any medical services and is only responsible for facilitating the medical consultations with the medical professionals/institutions/specialists ("Medical Specialists"). Eligible Customers shall have the sole right to choose from the options given to them 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 Eligible Customers' sole judgment. In this regard, the Eligible 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.
35. The Participant endeavors to ensure that it provides 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).
36. The Participant is not responsible, directly or indirectly, for any medical decision that Eligible Customers may make 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.
37. 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 Eligible Customers on account of any medical procedure that Eligible Customers may select and undergo. It shall be explicitly acknowledged and agreed that Eligible 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.
38. 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. Eligible 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 Eligible Customer have been advised of their possible existence.

39. 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 availed by Eligible Customers, at his/her option at his/her sole cost and expense. Customer shall 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.
40. The Participant shall not be liable for its failure to perform under these terms and conditions 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.