

# *Diamond Sail Club*

## **Terms and Conditions**

### **Columbia Beach Resort Guest Loyalty Rewarding Program**

#### **Terms & Conditions**

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## **1. BECOME A MEMBER; OPEN AN ACCOUNT**

### a) New Member Enrolment

To participate in the Program, eligible individuals must provide the required information and follow the guidelines to enrol through the Program site “Diamond Sail Club”.

b) Membership Upon Enrolment. Upon enrolment in the Program, new Members automatically have Diamond Membership, which allows to earn and redeem Sails and experience the benefits detailed in this policy.

c) One Membership/Account Per Person; No Sharing of an Account. There is a limit of one membership/account per person and per email address. Accounts cannot be shared or combined. A Member’s membership number cannot be used by anyone other than the Member in order to accrue, redeem, use, or enjoy Sails, credit, awards, or benefits. If you have created more than one account in the Program, please contact Columbia Beach Resort at [bookings@columbiaresort.com](mailto:bookings@columbiaresort.com).

d) Program Site Account Access & Security. Upon enrolment in the Program, you will be assigned a membership number and asked to provide a password that will allow you to access account information and redeem awards on the Program Site. If you enrol at Columbia Beach Resort property, by phone, or by mail, you will be required to create a password upon first sign-in to Columbia Beach Resort online website. If you have forgotten your password, you can request a temporary password through the “forgot password” feature on the Program Site. You are solely responsible for keeping your password, membership number, and other account access information confidential and for restricting access to your computer and other devices, as applicable, so that others may not access your account, and Columbia Beach Resort will not be responsible for your failure to do so.

e) Verification; Maintaining Member Information. Members are responsible for keeping membership information current and notifying Columbia Beach Resort of any change to own membership information. Name changes must be supported by legal documentation, including, for example, a marriage certificate, driver’s license, or legal court document. Columbia Beach Resort is not responsible for any incorrect or inaccurate information supplied by any Member. Registration and account creation are subject to verification by Columbia Beach Resort in its sole discretion. Columbia Beach Resort also reserves the right to verify the information collected during Program registration or provided during participation in the Program and, in its sole discretion, suspend or terminate any account and prohibit Program participation by any individual or email address related to or suspected of being related to fraudulent activity, including, without limitation, signing up for multiple accounts.

f) Membership Non-transferability. Sails, awards, membership benefits, and other aspects of a Member's account in the Program do not constitute property of the Member. Except as expressly set forth in these Terms, Sails, awards, membership benefits, and accounts cannot be given away by a Member and are not negotiable, commissionable, or redeemable for cash, and are void if a Member sells, barter, auctions, donates, assigns, conveys, or otherwise transfers them (or makes any attempt to do so) in a manner not expressly allowed by these Terms. Sails, awards, membership benefits, and accounts may not be transferred via divorce or inheritance. In the event that a Member makes any attempt to sell, barter, auction, donate, assign, convey, or otherwise transfer his or her Sails, awards, membership benefits or account to a third party in violation of these Terms, all persons involved in advertising, facilitating, or administrating the prohibited transfer may, in Columbia Beach Resort's sole discretion, immediately forfeit all Sails or awards, have their respective membership terminated, and be barred from future participation in the Diamond Sail Club program or any other Columbia Beach Resort Loyalty Rewarding Program.

As detailed elsewhere in these Terms, Columbia Beach Resort may in some circumstances permit the transfer, combination, or conversion of Sails or awards or the merger of accounts in the Program. Columbia Beach Resort reserves the right, in its sole discretion, to reverse or refuse to process any transfer, combination, or conversion of Sails or awards or merger of accounts, including, without limitation, if Columbia Beach Resort suspects that any party to the transfer, combination, conversion, or merger has acted fraudulently, attempted to circumvent the qualification requirements for elite status in the Program, or otherwise violated these Terms.

## **2. ELIGIBILITY**

The Program is open only to individuals who are at least 18 years of age. Participation in the Program is unauthorized in any jurisdiction where all or any portion of this Program may violate any legal requirements, and Members agree not to participate in the Program in any such jurisdiction. Members are responsible for compliance with applicable laws. If participating in the Program would result in Members violating any law, rule, regulation, order, or employer policy applicable to Members or any agreement to which Members are a party, then Members are ineligible to participate. Corporations, associations, or groups cannot enrol in the Program. As a condition of participating in the Program, Members agree that, if requested by Columbia Beach Resort, Members will provide documentation or other proof of Members' eligibility within the requested timeframe.

Individuals employed by Columbia Beach Resort may not participate in the Program.

### 3. EARNING SAILS

I. 1 € = 1 Sail / 1,000 Sails = €50

II. Upon registration, Members will be rewarded with 1,000 complimentary Sails redeemable during their second stay at Columbia Beach Resort or during their second visit of the Columbia Beach Resort Outlets.

III. Repeaters guests (with stays totaling to over 10 Nights since September 2017) will be rewarded with a one-time 2000 ( instead of 1000) complimentary Sails upon registration. Repeaters guests are guests who stayed at Columbia Beach Resort at least twice since 1st September 2017.

IV. Loyalty Rewarding Program is applicable to overnight stays, Hebe Spa Facilities Day Use, Food & Beverage Outlets (food & drinks only).

V. Loyalty Rewarding Program is not applicable to Tennis and or other Private Lessons, Gift Vouchers, RevSPA, Retail Products of any kind, Resort's Shops purchases, Hairdressing Salon Services, Paid Outs, Taxi transfers or any other third-party service not expressly mentioned herewith.

VI. Loyalty Rewarding Program is not applicable on stays booked by third parties or Operators but by direct bookings. Guests booking via third parties or Operators are eligible to Sails on incidentals.

VII. Restrictions for Period of Redemption: Columbia Beach Resort at its sole discretion reserves the right to close periods for Sails' redemption.

#### a) EARNING SAILS AS REGISTERED GUEST

1. Earning Options Available. Upon check-in at Columbia Beach Resort for a stay booked at an Eligible Rate (defined below), a Member may choose to earn Sails in the Program. If a Member does not choose (but has otherwise paid an Eligible Rate and associated his/her membership number with the applicable reservation), Sails in the Program will be earned. For purposes of the Program, a "stay" means any night or series of consecutive nights spent by a Member at the Resort. Consecutive nights count as a single stay, regardless of whether the Member checks out and then back in over the course of the stay.

2. Must be a Registered Guest at the Property. To earn Sails in connection with a stay, Member must be a registered guest staying at the Columbia Beach Resort. Charges for stays prior to a Member's

enrolment in the Program are not eligible for earning Sails. In the event that the property ceases to operate this Loyalty Rewarding Program, Sails will not be awarded for nights stayed at that property following such cessation and Sails may not be redeemed for awards after the termination date, even if the applicable reservation was made prior to the termination date. The Member must check-in and complete the stay for his / her reservation at the Columbia Beach Resort only to earn Sails. No Sails will be awarded for any non-refundable prepaid fees, cancellation fees, or no-show fees paid by a Member for a reservation that (s)he did not actually use. Earning of Sails on stays is applicable only for direct bookings.

3. Charges Billed to Member. In order for a Member to earn Sails, the bill for qualifying charges must be in that Member's name and the Member must personally pay for all charges (i.e., the charges are paid by the Member in cash, using a payment device for which the Member is the named account holder or an authorized signatory, or are billed back to Member's company or organization for payment and are not settled to a master account/posting master). A Member will only earn Sails for qualifying charges after the Member completes his/her stay and is checked out of the applicable hotel, resort, or other participating property.

4. Retroactive Credit. If you were a Member at the time of a qualifying stay but did not associate your membership number with that stay or are not properly credited for your stay, you may request an adjustment within one (1) year of the checkout date by completing a past stay credit request (available by logging into your account) or contacting Columbia Beach Resort Guest Services team.

5. Incidental Charges. Members may earn Sails on Eligible Incidental Charges, even when paying Ineligible Rates. One (1) Sail will be awarded for each whole Euro paid by a Member for Eligible Incidental Charges that are charged to the Member's room or guest folio. "Eligible Incidental Charges" include the paid day use of Hebe Spa facilities and consumptions of Food & Drinks at any F&B Outlet of the Resort. Eligible Incidental Charges exclude any charge not charged to a Member's suite or guest folio or any charge paid via "resort credit" or similar credit balance provided to a guest. Eligible Incidental Charges also exclude – and, unless specified in a specific promotion, Sails are not awarded for retail outlets' charges, taxes, incentive travel awards, gratuities, Resort complimented gift certificates/gift cards, or vouchers, or for services provided by outside vendors. Sails will not be awarded for taxes or meeting or event charges charged to Member's suite or guest folio.

6. Meetings/Events. When attending a meeting, event, or convention, all charges made by Members that are placed on a group "master account" or "posting master" (to be paid by a convention, association, group, or other event organizer) will not be eligible for Sails. Only individual Eligible Incidental Charges for which the Member personally pays or that are directly billed/invoiced to the same Member (and are not settled to a group master account/posting master) are eligible for Sails.

8. Multiple Rooms. A Member may earn Sails for any number of booked suites per any length of stay provided the Member is a registered guest, occupies at least one of the suites, and pays an Eligible Rate for all applicable suites. The Member will earn Sails for each of the suites. In addition, only the suite occupied by the Member will count toward current Program promotions and receive Program benefits and services. The occupant(s) of the additional suite(s) will not receive Sails.

9. Shared Accommodations. When sharing accommodations with other Members, only the first Member assigned to the reservation may earn Sails on the Eligible Rate portion of the bill for which (s)he personally pays or that is directly billed back to that Member's company or organization for payment (and is not settled to a group master account/posting master).

b) EARNING SAILS OTHER THAN AS A REGISTERED GUEST

1. Eligible Non-Stay Charges. Members may earn Sails for Eligible Non-Stay Charges at any Outlet at Columbia Beach Resort even when such charges are not affiliated with a stay at the Resort. "Eligible Non-Stay Charges" include Day Use of Hebe Spa facilities and food and beverage expenditures. Eligible Non-Stay Charges exclude without limitation: service charges, taxes and gratuities. Eligible Non-Stay Charges also exclude meeting or event charges. Member must use an Eligible Method of Payment (defined below) to settle Eligible Non-Stay Charges for the charges to earn Sails.

2. One Member per Eligible Non-Stay Charge. For a Member to earn Sails for Eligible Non-Stay Charges, the Member must provide valid identification and Program membership number and personally pay for all Eligible Non-Stay Charges using an Eligible Method of Payment (defined below). A maximum of one (1) Member per bill may earn Sails for Eligible Non-Stay Charges, regardless of the number of Members present at the time charges are incurred.

3. Sails; Methods of Payment. One (1) Sail will be awarded for each whole Euro paid by a Member for Eligible Non-Stay Charges. "Eligible Methods of Payment" include cash or major credit cards or debit/bank cards. Eligible Methods of Payment exclude, without limitation, Resort "House Accounts," charges settled by a company or organization, charges billed to a guest room/folio, Sail redemptions, award redemptions, or property-specific gift card/certificates.

4. Retroactive Credit. In the event a Member does not provide his or her Program membership number at the time Eligible Non-Stay Charges are incurred, the Member must contact the Resort directly to request retroactive Sails issuance. Retroactive Sails credit timeframe is of one (1) year. Charges that would otherwise qualify as Eligible Non-Stay Charges that were incurred prior to a Member's enrolment in the Program are not eligible for retroactive credit.

6. Unused Portion of Award Forfeited. No credit will be issued for any portion of an award that is not fully used. If a Member has an Award Reservation, checks in, and departs earlier than the confirmed checkout date, the Member forfeits any unused portion of the award and corresponding Sails.

7. Awards Not Combinable. Awards are not combinable on the same dates with other awards, upgrade certificates, certificate discounts or benefits, incentive travel awards, vouchers, checks or any other special offers. However, a Member may choose to use multiple awards for back-to-back stays.

8. Member ID Requirements. When a Member checks in for an Award Reservation, the Member may be required to present photo identification, comply with any other verification required by the local law and provide a credit card or cash deposit for incidentals.

9. Gifting an Award. Members may request that certain awards be issued to another person. Free Night Awards, certain Suite Upgrade Awards, and Sails Awards are currently eligible to be gifted to another person, as permitted under this provision. In order to gift an award that can be gifted in the Program, a Member must comply with the following requirements:

a) The Award Reservation must be made by the Member who wishes to gift the award, but the reservation must be made in the name of the person who will use the award (i.e., the recipient of the gifted award).

b) The recipient of the award must provide photo identification and a credit card or cash deposit for incidentals at check-in.

c) Once an Award Reservation has been made, the reservation may not be transferred. The reservation may only be used by the person whose name appears on the reservation. The reservation may be cancelled in accordance with the applicable hotel, resort, or other participating property's cancellation policy, in which event the award credit or the Sails redeemed for the award will be returned to the account of the Member who made the reservation.

d) Gifting of an award does not include the transfer of Program membership benefits, except where otherwise detailed in these Terms.

10. Expiration of Awards; Expired Awards Not Extendable. Some awards are subject to an expiration date, as specified in these Terms or in separate offer terms for a promotional award. Awards are void if not redeemed prior to the specified expiration date. The redemption period for any such award will not be extended. For stay-based awards, expiration is measured by the checkout date of the stay on which such award is redeemed. The checkout date for the Award Reservation on which any such

award is redeemed must occur before the expiration date of the award. Other types of awards may specify how their expiration date is measured in the terms for the applicable award.

#### 11. Redeeming Sails for Dining, Spa Awards

- a) Members may redeem Sails for eligible charges at Columbia Beach Resort.
- b) Award redemption is limited to Eligible Redemption Charges at the resort's outlets when settled in such outlet or, for registered resort guests, when settled to their guest room.
- c) A maximum of one award may be redeemed per transaction. Any charges for which a Dining, Spa Award is redeemed (including charges in excess of the award amount) are ineligible to earn Sails in the Program.
- d) The Member must inform a Columbia Beach Resort Colleague of his or her intention to redeem an award at the outset of the meal, spa service, or other applicable transaction. The Member may be required to provide his/her Program membership number and valid identification when redeeming an award.
- e) When a Member redeems a Dining or Spa Award, the corresponding number of Sails for that award will be automatically deducted from Member's account. A Member may redeem Sails for an award that is applied to part of a larger charge; however, that Member is financially responsible for any portion of charges exceeding the award value. If a Member does not have a sufficient number of Sails in his or her account for the award amount (s) he has attempted to redeem, the award transaction will be cancelled, and the Member will be required to settle the charges with another form of payment. If the award amount exceeds the Eligible Redemption Charges to which it is applied by the Member, no credit will be issued for any portion of the award that is not fully used.

#### **4. DIAMOND SAIL CLUB MEMBERSHIP TIERS**

The Program offers three (3) Membership tiers determined by the number of Sails a member has earned on eligible purchases and through qualifying activities, beginning on the date of enrolment.

Upon enrolment, Members will automatically be placed in Diamond Tier, and be complimented with 1,000 Sails. After earning 5,000 and more Sails, the following Membership Tiers will be granted:

|              |                           |
|--------------|---------------------------|
| Diamond      | 1,000 Sails – 5,000 Sails |
| Pink Diamond | 10,000 Sails              |
| Blue Diamond | 25,000 Sails              |

1. Diamond Membership - 5,000 Sails. At every stay, Members will benefit of:

- a. Priority check-in upon availability at the time of arrival.
- b. Priority suite upgrade to the next available Suite category.
- c. Late check-out upon availability. Based on availability at the time of request.
- d. 10% discount on Hebe Spa treatments. Not applicable on retail products, promotions, and on discounted treatments.
- e. 10% discount on Food and Beverage consumptions.

2. Pink Diamond Membership: upon reaching 10,000 Sails , Pink Diamond Members will benefit of:

- a. Priority check-in upon availability at the time of arrival.
- b. Suite upgrade to the next available Suite category.(SUBJECT TO AVAILABILITY).
- c. Late check-out. Based on availability at the time of request.
- d. 15% discount on Hebe Spa treatments. Not applicable on retail products, promotions, and on discounted treatments unless differently decided by the Resort for certain periods of the year for promotional purposes.
- e. 15% discount on Food and Beverage consumptions. Not applicable on promotions, happy hour at the bars and on discounted food and beverage items unless differently decided by the Resort for certain periods of the year for promotional purposes.

f. A one (1) time complimentary two (2)-nights' stay in the standard basic suite category (ON STAYS OF MINIMUM FOUR( 4) CONSECUTIVE NIGHTS), on bed & breakfast terms for two (2) persons, to be redeemed on their next stay; a supplement will apply in the event that a higher suite category is requested or on additional persons staying in the suite. To be used within two (2) years (24months) from the day of the achievement of 10,000 Sails.

g. Three (3) treatments of Members' choice of the duration of 55' (minutes) each at Hebe Spa per stay, redeemable on stays of minimum four (4) consecutive nights. Based on availability at the time of booking request.

3. Blue Diamond: upon reaching 25,000 Sails, Blue Diamond Members will benefit of:

a. Guaranteed early check-in. Based on availability at the time of arrival or request.

b. Suite upgrade to the next available Suite category.

c. Guaranteed late check-out. Based on availability at the time of request.

d. 15% discount on Hebe Spa treatments. Not applicable on retail products, promotions, and on discounted treatments unless differently decided by the Resort for certain periods of the year for promotional purposes.

e. 15% discount on Food and Beverage consumptions. Not applicable on promotions, happy hour at the bars and on discounted food and beverage items unless differently decided by the Resort for certain periods of the year for promotional purposes.

f. Complimentary free transfers from and to Larnaka or Paphos International Airports. In order to redeem this benefit, guests are kindly requested to provide their arrival flight details 24hrs prior to flight landing time.

g. A one (1) -time complimentary four (4) -nights' stay in the standard basic suite category, on bed & breakfast terms for two (2) persons, to be redeemed on the customer next stay; a supplement will apply in the event that a higher suite category is requested or on additional persons staying in the suite. To be used within two (2) years (24months) from the day of the achievement of the 25,000 Sails. Redeemable on stays of minimum six (6) consecutive nights.

h. Three (3) treatments of your choice of the duration of 55' (minutes) each at Hebe Spa per stay, redeemable on stays of minimum four (4) consecutive nights.

In order to maintain each Membership tier status and benefits, Members must be active (earn Sails) for two (2) years (24 months) after their last Sails transaction. Failure to do so, last achieved Membership Status and benefits will be automatically dropped to the previous Tier and n. of basic Sails. All unused benefits will expire. In example: if a Blue Diamond Member will not earn any Sail for two years (24 months) after his/her last stay or use of Resort facilities thus earned Sails, the Member's program Account will be automatically converted back to a Pink Diamond Membership Tier, with 10,000 Sails and all benefits linked to the Blue Diamond Membership Tier will be cancelled. Every two years (24months) of inactivity, will drop the Membership status to the previous one up to final cancellation of the Diamond Sail Club Membership.

## **5. PURCHASING, GIFTING, COMBINING AND TRANSFERRING SAILS**

**Purchasing Sails.** Columbia Beach Resort allows Members to purchase Bonus Sails for themselves or to give directly to other Members. Program membership for at least sixty (60) days is required to purchase, give, or receive Bonus Sails under this option. Except where expressly permitted by Columbia Beach Resort: (a) Bonus Sails may only be purchased in increments of 1,000 Bonus Sails, up to a maximum of 55,000 Bonus Sails per transaction; (b) Members may purchase a maximum of 55,000 Bonus Sails for their own account per calendar year; and (c) Members may claim gifted Bonus Sails up to a maximum of 55,000 Bonus Sails per calendar year. Purchase of Bonus Sails is non-refundable, and these transactions cannot be reversed.

The purchase price of Bonus Sails is subject to change without notice. No monetary refunds will be given for purchased Sails. Additional terms and conditions may apply to these transactions.

**Combining Sails.** A Member may combine Sails from their account with those of one other specifically designated Member. A single Member may participate in a Sail-combining transaction (transferring or receiving of Sails) not more than once every 30 days. In order to combine Sails, the following requirements must be met:

(a) Each Member must have an active account to be eligible to combine Sails.

(b) A Program Sail Combination Request Form must be completed and signed by both Members and submitted to Columbia Beach Resort Guest Services desk. Forms are available by contacting Columbia Beach Resort. Completed forms must be returned to Columbia Beach Resort via email as specified on the form. Once received, please allow between two and four weeks to approve and process the combination request.

(c) Sails may be combined into only one Member's account. Sails received through transfer will be considered Bonus Sails for the recipient. Once issued in the designated recipient Member's name, the Member transferring the Sails will relinquish all rights to the combined Sails.

Sails not Property; Other Transfer of Sails Prohibited. Sails do not constitute property of the Member. Except as expressly set forth in these Terms, Sails cannot be given away by a Member. They are not negotiable, commissionable, or redeemable for cash, and are void if a Member sells, barter, auctions, donates, assigns, conveys, or otherwise transfers them (or makes any attempt to do so) in a manner not expressly allowed by these Terms or otherwise permitted by Columbia Beach Resort (in writing) in its sole discretion. Sails may not be transferred via divorce or inheritance. In the case of documented death of a Member, Sails (but not elite status or awards) are transferable on a one-time basis to one (1) person sharing the same residential mailing address as the deceased Member. Receipt of Sails in such a transfer requires the recipient to be a Member. (Columbia Beach Resort will have no responsibility for any disputes related to the transference of the Sails of a deceased Member and, in the event that Columbia Beach Resort receives competing transfer requests from more than one (1) person sharing the deceased Member's residential address and such dispute cannot be resolved to Columbia Beach Resort's satisfaction, Columbia Beach Resort may refuse all transfers and void the deceased Member's Sails.)

## **6. SAILS DEDUCTION; CANCELLATION AND NO-SHOWS**

When a Member makes an Award Reservation, the corresponding number of Sails or the electronic voucher for the applicable award for that reservation will be automatically deducted from Member's account within approximately three (3) days of booking. If the Member does not have the sufficient number of Sails or the applicable voucher in his or her account as the check-in date of the Award Reservation nears (as determined by Columbia Beach Resort in its sole discretion), the reservation may be cancelled or changed by Columbia Beach Resort in its sole discretion to the then-current Standard Rate for the applicable suite category. If the award the Member attempted to use is a Room Upgrade Award, the upgrade may be refused.

Award Reservations are subject to the Columbia Beach Resort's cancellation policy. If a Member cancels an Award Reservation in compliance with the resort's cancellation policy, any corresponding Sails that have been deducted from the Member's account will be returned to the account within approximately three (3) days of the cancellation. If a Member does not follow the proper cancellation policy or if a Member does not check into the resort when scheduled, the credit card provided with the Award Reservation will be charged in accordance with the resort's cancellation or no-show policy.

and any Sails redeemed for the applicable Award Reservation will be returned to the Member's account.

## **7. LOSS OF SAILS; TERMINATION OF MEMBERSHIP; TERMINATION OF THE PROGRAM**

a) Inactivity. If a Member's account is inactive for twenty-four (24) consecutive months, all Sails in that Member's account will be forfeited at that time, but the Member's account will remain open (with the ability to earn new Sails thereafter) unless the Member's account is otherwise terminated in accordance with these Terms. Under no circumstances will forfeited Sails be reinstated. Active Members can remain active in the Program by:

- I. receiving Sails via authorized means
- II. redeeming Sails (and, if applicable, completing any reservation for which such Sails were redeemed)
- III. gifting a Program award (in accordance with these Terms),
- IV. purchasing or combining Sails

If a Member redeems Sails for an Award Reservation and either cancels that reservation or does not actually check-in on the appointed date (i.e. no-shows), that reservation will not count as a redemption of Sails pursuant to subsection of the preceding sentence and will not toll the measurement of that Member's Program inactivity.

b) Causes of Membership Termination. Columbia Beach Resort may immediately, without notice, limit or terminate your membership if a Member:

- I. violates these Terms or any other applicable additional terms or appear to be utilizing the Program in a manner inconsistent with these Terms or the intent of the Program;
- II. fails to promptly pay hotel bills;
- III. is suspected or found to be acting in an abusive or fraudulent manner or engaging in any conduct that artificially, improperly, or deceptively impacts the accumulation, use, or loss of Sails, awards, or membership benefits

IV. attempts to transfer own account or any Sails or awards to another Member or a third party, except as expressly permitted by these Terms or with the express written permission of Columbia Beach Resort;

V. makes any misrepresentation in connection with the Program; (vi) impairs the normal functioning of the Program Site or the Program;

VI. disturbs other guests or otherwise disrupt or impair the normal operation of any Columbia Beach Resort or partner property;

VII. acts in a manner detrimental to Columbia Beach Resort, a Columbia Beach Resort team member, other Members, or any third party (including, without limitation, behaving towards any Columbia Beach Resort team member or other guest of the Resort in any manner that is abusive, harassing, threatening, derogatory, disrespectful, lewd, obscene, offensive, or otherwise inappropriate, all as determined by Columbia Beach Resort in its sole discretion);

VIII. acts in any manner inconsistent with local, state, provincial, national, or federal laws, regulations, orders, or other rules.

c) Termination by Member. If a Member would like to discontinue own membership, he / she may request that Columbia Beach Resort closes his / her account by contacting Columbia Beach Resort Guests Services desk. Once a termination request is submitted, termination is irreversible and the related account will be closed and all Sails, awards, and benefits forfeited as described below.

d) Effects of Termination. If a membership is terminated, all Sails, awards, and benefits associated with related account will be lost and the Guest will not be able to earn or redeem Sails or awards in the Program. Likewise, his / her future participation in the Program may be prohibited in Columbia Beach Resort's sole discretion.

e) Termination of the Program. We also reserve the right to terminate the program completely at any time by providing active members with six (6) months written notice to the email or mailing address associated with their accounts, unless a shorter notice period (or no notice) is required or permitted by applicable law. Any Sails or awards in the related account or otherwise held by the Member on the effective date of termination will be forfeited. Any conclusion to the program that results in the transfer of members to a successor Loyalty Rewarding Program, where such members do not forfeit

all unexpired, unredeemed Sails in their account as a result, will not be considered a termination of the program for the purposes of the above notice provision.

## **8. MODIFICATION OF THESE TERMS; MODIFICATION TO THE PROGRAM**

a) **Modification of These Terms.** Columbia Beach Resort reserves the right to modify these Terms from time-to-time, with reasonable notice to Members as described in this section. Columbia Beach Resort will notify Members of changes to the Terms by posting them to the Program Site and may also notify Members by email or mail to the address then associated with Members' account. The updated Terms will be effective as of the time of posting, or upon such later date or by such other method as specified by Columbia Beach Resort. Unless otherwise stated, the updated Terms will apply to your participation in the Program beginning as of their effective date. These Terms may only be modified in accordance with this section. Otherwise, no employee, agent, or other representative of Columbia Beach Resort or any Columbia Beach Resort Party (defined in Section V below) has the right or authority to modify any of these Terms.

b) **Modification to the Program.** Columbia Beach Resort reserves the right to, from time to time, among other things: change earning ability; withdraw, limit, modify, or cancel any award or benefit; cancel or change partner awards or programs; increase or alter the Sail or other requirements to earn an award or benefit; modify or regulate the transferability of Sails, awards, or benefits; modify the membership tiers or the benefits available to any tier; add blackout dates; or limit the number of rooms available for award redemption at any or all destinations. Columbia Beach Resort may limit the number of Program participants and may temporarily or permanently discontinue registering new Members at any time and for any reason without notice.

Columbia Beach Resort is not responsible for partner withdrawals from the Program, changes in partner service, or issues associated with Sail accrual or use caused by withdrawal of any partner.

## **9. NO WARRANTIES; LIMITATION OF LIABILITY**

This program is made available to you on an as-is, as-available basis, without representations or warranties of any kind, express or implied. Columbia Beach Resort and the Shareholders, Stakeholders, Operators, Directors, Managers, and Employees of Columbia Hotels & Resorts make no representation about the suitability of the program for you. Columbia Hotels & Resorts specifically

disclaim all warranties and conditions of any kind, including all implied warranties and conditions of merchantability, fitness for a particular purpose, title and noninfringement. your participation in the program is at your own risk.

without limiting the foregoing, Columbia Hotels & Resorts do not represent or warrant that the information related to the program is accurate, complete, reliable, useful, timely, or current or that the program will operate without interruption or error. Despite our commercially reasonable efforts, the program site and other program materials may contain typographical or other errors or inaccuracies, including, without limitation, regarding the amount or value of a particular award, the number of Sails required to redeem a particular award, the number of Sails to be awarded for a particular action, the ability to redeem an award or receive a membership benefit, or the classification of any property for award purposes. No Columbia Hotels & Resorts party will be responsible for any such error, typo, or misprint in these terms or any program materials. Columbia Hotels & Resorts reserves the right to void or refuse to process any program award, purported Sail-earning event, or other transaction arising out of such an error, typo, or misprint.

In no event will Columbia Hotels & Resorts be liable to you for any indirect, incidental, special or consequential damages arising out of or in any way connected with the program.

The limitations set forth in this section will not limit or exclude the Columbia Hotels & Resorts' liability for personal injury or tangible property damage caused by the Columbia Hotels & Resorts, or for the Columbia Hotels & Resorts' gross negligence, fraud, or intentional, wilful, malicious, or reckless misconduct.

This entire section will survive the termination of this Program and your membership in it.

## **10. GOVERNING LAW**

The Program, these Terms, and any disputes between you and Columbia Beach Resort associated with the Program or these Terms will be governed by the laws of the Republic of Cyprus without reference to its conflict of laws principles.

## **11. General Terms**

a) Force Majeure. Columbia Hotels & Resorts parties are not responsible or liable to you, or any person claiming through you, for failure to supply or fulfil an award, benefit or Sails in this Program in

the event the Program or its operations are affected by any acts of god, any action, regulation, order or request by any governmental or quasi-governmental entity, equipment failure, actual or threatened terrorist acts, weather, natural phenomenon, war (declared or undeclared), fire, embargo, labour dispute or strike, labour or material shortage, transportation interruption of any kind, civil disturbance, insurrection, riot, or any laws, rules, regulations or orders or other action adopted or taken by any national, federal, state, provincial, or local government authority, or any other cause, whether or not specifically mentioned above.

b) Decisions of Columbia Beach Resort Final. All decisions of Columbia Beach Resort related to the earning, transference, and use of Sails, awards, benefits, or other aspects of your membership account, to the Program, or to these Terms, including any decision to deduct Sails from an account or deny awards or benefits, are final and binding upon you and you agree to abide by all such decisions.

c) Taxes May Apply. Sails, awards, Partner Loyalty Sails (defined in Appendix B), and other membership benefits may be subject to taxes and all associated obligations are each Member's sole responsibility.

d) Severability. If any part of these Terms is invalid or unenforceable under applicable law, the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms will govern such participation.

e) Law Enforcement/Governmental Requests. You agree that nothing contained in these Terms is in derogation of Columbia Beach Resort's right to comply with law enforcement or governmental requests or requirements relating to your participation in the Program or information provided to or gathered by Columbia Beach Resort with respect to such participation.

f) Entire Agreement/Merger. These Terms constitute the entire and exclusive agreement between you and Columbia Beach Resort with respect to the Program. These Terms supersede all prior or contemporaneous communications, agreements, advertising, and proposals, whether electronic, oral or written, with respect to this Program or any other version of a Guest-loyalty program from Columbia Beach Resort or a Columbia Hotels & Resort's Party. Both you and Columbia Beach Resort acknowledge that neither of you have been induced to enter these Terms by any representations or promises not specifically stated in these Terms.

g) Admissibility in Future Proceedings. A printed version of these Terms and of any notice given by Columbia Beach Resort in electronic form will be admissible in judicial, arbitral, or administrative proceedings based upon or relating to these Terms or your participation in the Program to the same extent and subject to the same conditions as other business documents and records originally generated and maintained by Columbia Beach Resort in printed form.

## h) Personal Data Protection

This privacy notice discloses the privacy practices for the Diamond Sail Club Program. This privacy notice applies solely to information collected by this Program and related website page. It will notify you of the following:

- I. What personally identifiable information is collected from you through the program, how it is used and with whom it may be shared.
- II. What choices are available to you regarding the use of your data.
- III. The security procedures in place to protect the misuse of your information.
- IV. How you can correct any inaccuracies in the information.

### I. Information Collection, Use, and Sharing

We are the sole owners of the information collected by and for this program. We only have access to/collect information that you voluntarily give us via email or other direct contact from you. We will not sell or rent this information to anyone. We will use your information to respond to you, regarding the reason you contacted us. We will not share your information with any third party outside of our organization, other than as necessary to fulfil your request. Unless you ask us not to, we may contact you via email in the future to tell you about specials, new products or services, or changes to this privacy policy. Please be advised that this policy as well as any relevant information you provide to us will remain in our records for a period not less than 2 years and not more than 6 years

### II. Your Access to and Control Over Information

You may opt out of any future contacts from us at any time. You can do the following at any time by contacting us via the contact details provided upon signing up for the program:

- See what data we have about you, if any.
- Change/correct any data we have about you.
- Have us delete any data we have about you.
- Express any concern you have about our use of your data.

### III. Security

We take precautions to protect your information. When you submit sensitive information, these are protected both online and offline. Wherever we collect sensitive information (such as credit card data), that information is encrypted and transmitted to us in a secure way. While we use encryption to protect sensitive information transmitted online, we also protect your information

offline. Only employees who need the information to perform a specific job (for example, billing or customer service) are granted access to personally identifiable information. The computers/servers in which we store personally identifiable information are kept in a secure environment. If you feel that we are not abiding by this privacy policy, you should contact us immediately via telephone or via email.

#### Registration

In order enrol in the Diamond Sail Club Program, a user must first complete the registration form. During registration, a user is required to give certain information (such as name and email address). This information is used to contact you about the products/services on our site in which you have expressed interest.

i) English-Language Version Controls. In the event there is a discrepancy or inconsistency between the English language version and another version of these Terms in a different language, the English version will prevail, govern and control.

j) Precedence; Waiver; Interpretation. If and to the extent that there is any conflict among or between the Program Site or other Program marketing materials and these Terms, the language in these Terms will govern. Columbia Beach Resort's failure to or decision not to enforce any provision in these Terms will not constitute a waiver of that or any other provision. The invalidity or unenforceability of any provision of these Terms will not affect the validity or enforceability of any other provision.

k) Errors or Omissions

Please note that this section describes the applicable procedure where you have previously associated. You must report any errors or omissions on transactions posted to your account in writing to Columbia Beach Resort within one (1) year of the applicable account summary in order for Columbia Beach Resort to reconcile the account and make any required adjustments to your account. You must



enclose a copy of the applicable complete bill and payment receipt when reporting any error or omission in your account. You agree that, if Columbia Beach Resort determines that it improperly denied you a Sail accrual, Columbia Beach Resort's total liability for such denial will be limited to the equivalent of that point accrual. Columbia Beach Resort has the right to correct (including removal from your account), to cancel any Sails posted in error, or to cancel the use of any Sails posted in error at any time (e.g., by cancelling any pending award reservation made using such Sails).