# HOTEL MERCHANT PLATFORM SALE TERMS

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Through the hotel merchant platform module ("Platform") on our official website (https://www.singaporeair.com), mobile application, and any other channel specified by us, Singapore Airlines Limited ("Singapore Airlines") provides an online platform where you can browse and have access to hotel booking services. By placing a booking through the Platform, you are making an offer to make a booking at the price listed for such reservation (the "Product") and such other terms and conditions and privacy policy stated on the Platform. Your contract for the Product is with the relevant third party hotel provider (each, a "Third Party Vendor" and together, the "Third Party Vendors") and is subject to their prevailing terms and conditions and privacy policies ("Vendor Terms"). Singapore Airlines acts purely as an agent on behalf of the Third Party Vendor in relation to facilitating the sale to you and your purchase of the Product on the Vendor Terms. Accordingly, Singapore Airlines has no responsibility or liability in relation to the supply of the Product to you or in relation to any description or information supplied to you pertaining thereto on the Platform.

This document sets out the terms and conditions relating to the Platform and your use of it to purchase Products ("**Terms**").

# PART A: TERMS AND CONDITIONS OF SALE

# 1. APPLICATION OF THIS PART A

- 1.1 If you use our Platform to buy any Products, your relationship with Singapore Airlines will be governed by, and you agree to be bound by:
  - 1.1.1 the terms and conditions in this Part A;
  - 1.1.2 the rest of these Terms;
  - 1.1.3 the KrisFlyer <u>Terms and Conditions</u> and any documents referred to in them, subject to Clause 8 (KrisFlyer Eligibility) herein, if you are a KrisFlyer member and have made the purchase using your KrisFlyer account; and
  - 1.1.4 specific terms that apply to certain Products. These Product-specific terms will be provided to you either on the Product page or during the ordering process. As these terms may vary, you should ensure that you fully understand and accept each of the applicable Product-specific terms before completing your order. If you are ordering on behalf of other persons, you are required to ensure that they are aware of and agree to the applicable Product-specific terms.

All of the above form part of your contract with us relating to your use of the Platform to purchase Products as though set out in full here.

1.2 You further agree, if you buy any products on our Platform, to be bound by the Vendor Terms of the Third Party Vendor providing your Product. Such Vendor Terms will be provided to you prior to the time of booking of the Product and will form part of the contract between you and the Vendor. Singapore Airlines is not a party to the contract between you and the Third Party Vendor in respect of the supply of the Product and acts only as agent for the Third Party Vendor. Singapore Airlines is not bound by, nor has any obligations under, the Vendor Terms.

# 2. BOOKING PROCESS

- 2.1 A booking on Singapore Airlines' Platform shall be made by indicating the Products you wish to book, together with all other necessary information as may be required by Singapore Airlines, through the designated process on Singapore Airlines' Platform and by submitting it at the end of the overall itinerary booking flow. Please read and check your order carefully before submitting it. If you need to correct any errors, you can do so before submitting your order.
  - 2.1.1 When you place your booking at the end of the online checkout process (e.g. when you click on the ['Next' / 'Make Payment'] button), this is deemed to be an offer made by you to buy the selected Products in accordance with these Terms and to form a contract between you and the Vendor on the Vendor Terms.

- 2.1.2 You may be notified that the booking is not accepted. This is typically for the following reasons:
  - (a) the Products are unavailable;
  - (b) Singapore Airlines cannot fully process your payment; and/or
  - (c) there has been a mistake on the pricing or description of the Products.
- 2.1.3 If you are an EU or UK customer and have booked an air ticket from Singapore Airlines, you will be able to purchase Products on the Platform only after 2 days from the issuance of the valid e-ticket by accessing "Manage Booking" on our official website.
- 2.2 You may only purchase Products from our Platform if you have attained the minimum age for entering into legally binding contracts under the applicable law. You may not be able to buy certain Products, and Singapore Airlines will not be held liable if the hotel denies your check-in, if you are under the minimum age requirements imposed by law.
- 2.3 You represent and warrant to Singapore Airlines that:
  - 2.3.1 you are purchasing Products via Singapore Airlines' Platform for your own use only and not for re-sale or export purposes;
  - 2.3.2 you will not make false, fraudulent or speculative orders on Singapore Airlines' Platform;
  - 2.3.3 your purchase and receipt of Products from Singapore Airlines' Platform is in accordance with all applicable laws, including all applicable age restrictions, government import and export control laws and regulations, and will not cause Singapore Airlines in any way to breach any applicable laws.

#### 3. PRICING AND PAYMENT

- 3.1 Hotel inventory is subject to availability from the Third Party Vendors as at the time of booking. You will receive an e-receipt and hotel voucher via an email confirmation, which indicates that the Third Party Vendor has confirmed your reservation.
- 3.2 Hotel rates are dynamic and are based on the rate applicable at the time of search and booking. The total hotel rate displayed on the payment page on the Platform accurately reflects the final price that will be charged to you for your online hotel purchase. Some hotel properties may however collect directly from you a mandatory government-imposed service fee, local tax or surcharge payable to the hotel directly during your check-in.
- 3.3 The information that Singapore Airlines discloses about the Products is based on the information provided to us by the Third Party Vendors, who are fully responsible for updating availability, description, pictures, and accommodation policies, which are displayed on the Platform. While Singapore Airlines will use commercially reasonable skill and care in maintaining the Platform, Singapore Airlines will not verify if, and cannot guarantee that, all information on the Platform is accurate, complete, correct or up to date, nor can Singapore Airlines be held responsible for any errors, interruptions, inaccurate or misleading information on the Platform. You may refer directly to the Third Party Vendor's official website for the check-in and check-out policies, which shall prevail to the extent of any inconsistency with any information about the Products disclosed on the Platform. Singapore Airlines will not be held responsible if the hotel charges you an additional fee for an early check-in or late check-out.
- 3.4 By submitting the payment for your hotel reservation, you agree that you have read and confirmed that all hotel reservation details you have provided are accurate (e.g. number of rooms, number of occupants per room, choice of hotel).
- 3.5 All hotel rates quoted on the Platform or by Singapore Airlines agents are inclusive of applicable taxes (e.g. VAT). Some hotel properties may however collect directly from you a mandatory government-imposed service fee, local tax, or surcharge payable to the hotel directly during your check-in. You shall be solely responsible for paying such amounts to the hotel property.
- 3.6 During payment, your hotel reservation may incur a non-refundable transaction fee and currency conversion fee that are imposed by your credit card company or bank. As such, the amount stated on your credit card statement may be different from the amount listed in the payment page on the Platform. You may contact your bank for more information in this regard. Singapore Airlines shall have no liability to you in relation to such fees.

- 3.7 Payments shall be made to Singapore Airlines as agent of the Third Party Vendors. You acknowledge that Singapore Airlines is entitled to collect payments from you on behalf of the Third Party Vendor of any Product you purchase on the Platform.
- 3.8 The payment methods may be subject to additional terms as prescribed by Singapore Airlines from time to time.
- 3.9 For your payment to be processed, you are required to provide Singapore Airlines with information regarding your credit card or other payment instrument. You represent and warrant that such information is true and accurate, and that you are authorised to use the chosen payment instrument. You also represent and warrant that you will update your payment information if any changes should occur, including but not limited to changes to your billing address or expiry of a credit card. Notwithstanding your right to choose to pay in a currency different from what is displayed on the Platform, there may be a difference between the amount displayed on Singapore Airlines' Platform and the final amount charged to your bank account or credit or debit card statement. This is because the amount that is processed may have its currency converted by your bank or credit or debit card company and may include additional charges imposed by your bank or credit or debit card company.
- 3.10 Singapore Airlines reserves the right as agent of the Third Party Vendors to exercise all lawful remedies if any dispute or issue arises over your payment, or if Singapore Airlines does not receive full payment for your order. For example, if the card issuer rejects or reverses payment for your Products, Singapore Airlines has the discretion to:
  - 3.10.1 reject your order, suspend or cancel delivery of the Products; or
  - 3.10.2 claim the full price of the Products as a debt from you.
- 3.11 Singapore Airlines is entitled to set-off and deduct all sums owed by you to Singapore Airlines under these Terms and any other agreements in relation to the subject matter of these Terms between Singapore Airlines and yourself from any refund due to you.
- 3.12 Singapore Airlines will issue you an e-receipt and a hotel voucher after each successful payment. You must present the hotel voucher at the hotel property during check-in. Your e-receipt and hotel voucher are available for printing on singaporeair.com (under "Manage Booking") upon confirmation of purchase. Your e-receipt and hotel voucher will also be sent to the email address which you specify during the booking process. Singapore Airlines shall have no liability if your hotel provider refuses to provide you accommodation due to your failure to present the hotel voucher during check-in.
- 3.13 You may return to singaporeair.com (under "Manage Booking") to retrieve your hotel reservation and make additional purchases for your trip (where permissible). The maximum number of hotel rooms you can book per city is capped at the total number of adults in your flight itinerary.
- 3.14 If you wish to add on breakfast to your booking after your hotel reservation is confirmed, you may contact the hotel property directly. The additional charge for the breakfast inclusion will be paid to the hotel property directly during your stay.
- 3.15 Any special requests made in your hotel reservation are not guaranteed and are subject to availability at the hotel's discretion. You may check on your special requests directly with the hotel property after your hotel reservation is confirmed.
- 3.16 Some hotels offer complimentary airport transfers which will be specified in your room type. You will need to contact the hotel property directly to arrange for your airport transfer.

# 4. CHANGES AND CANCELLATIONS

- 4.1 Changes or cancellation to the hotel reservation (where permissible) may be done on singaporeair.com (under "Manage Booking").
- 4.2 Unless stated otherwise, cancellation policies reflected on singaporeair.com are on a per room basis. Cancellation fees vary based on the cancellation period.
- 4.3 Subject to clauses 4.6 and 4.7, no changes are allowed for non-refundable hotel reservations.
- 4.4 Any request for name amendments (e.g. due to spelling errors, changes in surname but the same individual is traveling) after the hotel reservation is confirmed is subject to acceptance by the Third Party Vendors and hotel property.

- 4.5 Hotel reservations are strictly non-transferable to another person after it is confirmed.
- 4.6 Any changes or cancellation made to the hotel reservation may be subjected to a fee, depending on the cancellation policies of your booking. Please note that certain hotels treat changes as a cancellation and charge accordingly (up to 100 percent of the cost of the original hotel reservation). Where applicable, you will have to bear these charges. If you wish to make a change to your non-refundable hotel reservation, you shall remain liable to pay 100 percent of the cost of the original hotel reservation.
- 4.7 Where change is permitted, the total price of your new hotel reservation will be based on the hotel rate applicable at the time of changing your reservation, which may differ from the total price you had previously paid.
- 4.8 A confirmation email for the change, or cancellation made to your hotel reservation will be sent to the email address specified during the booking process.
- 4.9 If you are unable to make the changes or cancellation to your hotel reservation on singaporeair.com (under "Manage Booking"), you may contact <u>Singapore Airlines</u> for further assistance. Any changes or cancellation made offline with the help of our Singapore Airlines agent will be subjected to a service fee.
- 4.10 Any requests for a cancellation waiver need to be supported with valid documentation (if any). Cancellation waiver requests are subject to the hotel property and Third Party Vendor's approval. As Singapore Airlines acts purely as an agent on behalf of the Third Party Vendors in relation to facilitating the sale of Products to you on the Platform, Singapore Airlines will have no responsibility for compensating the cancellation fee relating to your cancellation waiver request.
- 4.11 It is your responsibility to perform the hotel reservation change or cancellation if you decide to voluntarily make a change or cancellation to your flight schedule.
- 4.12 You may opt to keep your hotel reservation even after cancelling your flights with Singapore Airlines.
- 4.13 If you have a standalone hotel reservation as a result of a voluntary flight cancellation, please note that Singapore Airline's servicing of your hotel reservation is limited only to processing cancellations and does not extend to change requests. Please contact <u>Singapore Airlines</u> for further assistance.
- 4.14 You shall not assign, transfer or resell your hotel reservation. Singapore Airlines reserves the right to refuse and/or cancel your hotel reservations where there is actual or suspected assignment / transfer / reselling of such hotel reservations. Singapore Airlines will have no responsibility to pay any refund for any refused or cancelled hotel reservations under this clause.

# 5. UNFORESEEN CIRCUMSTANCES (INVOLUNTARY CHANGES / CANCELLATIONS)

- 5.1 Hotel reservations may be affected by a Singapore Airlines or Scoot flight delay due to technical or commercial reasons, or by a flight schedule change that is announced within 72 hours of the scheduled flight. In such circumstances, clauses 5.2 to 5.6 set out your rights.
- 5.2 Should the flight delay be longer than 30 minutes from your original scheduled flight, please contact <u>Singapore Airlines</u> immediately for assistance. Singapore Airlines' customer support team will liaise with the Third Party Vendors to inform them of the flight delay. For every night that is considered a no-show by the hotel as a result of the delay of the flight operated by Singapore Airlines or Scoot, Singapore Airlines will reimburse you the amount equivalent to the average price per night which you had paid (inclusive of taxes) for your hotel reservation if you do not opt for a hotel stay extension in accordance with clause 5.3. For example, if a 3 days 2 nights hotel stay costs \$300 and you had missed the first night of stay due to a flight delay, Singapore Airlines will reimburse you \$150. If you accept the reimbursement provided by Singapore Airlines, you will not be entitled to seek any further reimbursements from the hotel and/or the Third Party Vendor, nor retain any sum paid as credits for future reservations.
- 5.3 Please inform Singapore Airlines if you wish to opt for a hotel stay extension, at Singapore Airlines' cost (subject to the following), as a result of a Singapore Airlines or Scoot flight delay which causes a no-show at your hotel for 1 or more nights of your reserved stay. Any hotel stay extension will be based on: (a) the hotel rate applicable at the time of booking, which may differ from the total price you had previously paid; (b) the number of nights considered as a no-show by the hotel; and (c) the same room category and hotel as your original hotel reservation. If the same room category in the same hotel is not available at the time of booking, the next available room

category will be offered. For example, if a flight delay had caused you to miss the first night of stay and is deemed as a no-show by the hotel property, and if you choose to extend your hotel stay by one more night, Singapore Airlines will book that extra night for you free of charge. If you decide to extend your stay by two nights, Singapore Airlines will book one extra night for you free of charge and the price for the second night of stay extension will be borne by you based on the hotel rates applicable at the time of booking.

- 5.4 If a hotel stay extension in the same hotel is not available at the time of booking, Singapore Airlines' customer support team will arrange for your stay in a nearby hotel of the same standard or in a hotel of your choice. The total price of the stay extension in the alternative hotel property will be borne by you and Singapore Airlines may offer compensation, at its discretion, on a case-by-case basis.
- 5.5 If a hotel stay extension in the same hotel is not available at the time of booking and you choose to stay in an alternative hotel property for the entire stay, Singapore Airlines will reimburse you the full amount you had paid for your original hotel reservation. The total price of the new hotel reservation at the alternative hotel property will be borne by you.
- 5.6 Hotel reservations may be affected by a Singapore Airlines or Scoot flight schedule change that is announced in advance, at least 72 hours before the scheduled flight. In such an event, Singapore Airlines will not have any responsibility to compensate for any hotel date change or cancellation under this clause 5 or otherwise.
- 5.7 Hotel reservations may be affected by a flight disruption due to force majeure such as natural disaster, airport closure, industrial strike, war or war threats, restrictions imposed by the Government or any other incident that is unusual, unforeseeable and is beyond the control of Singapore Airlines and the Third Party Vendors. In such an event, this contract is rendered as unable to be fulfilled and Singapore Airlines will have no responsibility to compensate you for any hotel date change or cancellation.
- 5.8 Hotel reservations may be affected by a flight schedule change caused by other airlines. Singapore Airlines will have no responsibility to compensate for any hotel date change or cancellation in such circumstances.

# 6. ISSUES ARISING AND FEEDBACK

- 6.1 In the unlikely event where you encounter issues during your check-in at the hotel, i.e. no rooms available, wrong room category, please contact <u>Singapore Airlines</u> for assistance. In such an event, Singapore Airlines will liaise with the Third Party Vendors to attempt to resolve the situation.
- 6.2 Singapore Airlines is not in any way liable for any complaints raised for an unpleasant hotel stay experience (e.g. service, facilities, food, cleanliness). Singapore Airlines will liaise with the Third Party Vendors who will try to come to a mutual agreement with the hotel property in resolving your complaint.

#### 7. RETURNS AND REFUNDS

- 7.1 To the extent permitted by applicable law, Singapore Airlines, in its position as agent for the Third Party Vendors, makes no warranty in respect of any Product, whether express or implied, including any implied warranties of merchantability, satisfactory quality, compliance with description and fitness for a particular purpose.
- 7.2 No-show at the hotel property without warning shall be considered as consumption of the Product and requests for refunds shall not be entertained unless as otherwise provided for in these Terms.

#### 8. KRISFLYER ELIGIBILITY

- 8.1 You can start earning KrisFlyer miles for eligible hotel reservations booked from 1 April 2023. No KrisFlyer miles will be awarded for hotel reservations booked prior to 1 April 2023. To avoid doubt, no KrisFlyer miles will be awarded for hotel stays commencing on or after 1 April 2023 if the hotel reservations were booked prior to 1 April 2023.
- 8.2 You must be an existing KrisFlyer member to earn KrisFlyer miles for eligible hotel reservations. Please visit www.krisflyer.com to find out more about the KrisFlyer membership.

- 8.3 Earn 3 KrisFlyer miles for every USD 1 (or equivalent) spend on all eligible hotel reservations. Miles earned from hotel reservations are strictly not exchangeable for cash and are not cumulative with other offers.
- 8.4 KrisFlyer members can earn miles for hotel reservations booked via singaporeair.com. To be eligible to earn miles, please ensure that you enter a valid KrisFlyer membership number into the booking. The KrisFlyer membership number must belong to the main guest in the hotel reservation. Miles will not be credited if the KrisFlyer membership number does not belong to the main guest of the hotel reservation.
- 8.5 KrisFlyer miles will be credited into your KrisFlyer account in accordance with clause 8.7 of these Terms only after you have checked out from the hotel property.
- 8.6 KrisFlyer members who have a hotel reservation and fail to check-in at the hotel property (noshow) will be charged for the room in accordance with the hotel's no-show policies and will not earn any miles.
- 8.7 KrisFlyer members must add their KrisFlyer membership number at the time of booking to be eligible for KrisFlyer Miles. Retro submissions for mileage claims submitted after your booking will strictly not be entertained.
- 8.8 Crediting of miles to your KrisFlyer account may take up to approximately 6 to 8 weeks after your hotel stay. If you have added your KrisFlyer membership number prior to your booking and the miles are not yet credited to your account after the stated period, you may claim your missing miles <u>here</u>.
- 8.9 KrisFlyer <u>terms and conditions</u> apply.

#### PART B: GENERAL TERMS

#### 9. DISCLAIMERS AND LIMITATIONS OF LIABILITY

- 9.1 To the maximum extent permitted by applicable laws and regulations, Singapore Airlines and the SIA Group together with each of Singapore Airlines' respective officers, directors, and employees will not be liable for any:
  - 9.1.1 loss of actual or anticipated income (whether direct or indirect);
  - 9.1.2 loss of actual or anticipated profits (whether direct or indirect);
  - 9.1.3 loss of contracts or business or goodwill (whether direct or indirect);
  - 9.1.4 loss of data; or
  - 9.1.5 special, indirect or consequential loss or damage of any kind,

howsoever arising under or in connection with these Terms and/or your use of the Platform, even if Singapore Airlines has been advised of the possibility of such damages in advance. This provision applies regardless of whether the damages are based in contract, tort (including negligence), breach of statutory duty or otherwise, including under the indemnity obligations under these Terms.

- 9.2 Singapore Airlines has no special relationship with or fiduciary duty to you for accessing and using Singapore Airlines' Platform and content therein (including but not limited to hotel reservations rates and fees) (the "Content"). Singapore Airlines has no control over, and no duty to take any action regarding:
  - 9.2.1 which users gain access to Singapore Airlines' Platform;
  - 9.2.2 what content you access via Singapore Airlines' Platform;
  - 9.2.3 what effects Singapore Airlines' Content may have on you;
  - 9.2.4 how you may interpret or use Singapore Airlines' Content; and
  - 9.2.5 what actions you may take as a result of having been exposed to the Content.
- 9.3 Singapore Airlines shall not be liable for any costs associated with your network provider, who may charge you for accessing their connection services to access and use Singapore Airlines' Platform. Singapore Airlines shall not be responsible for the availability and quality of your

telecommunication reception when accessing or using Singapore Airlines' Platform. Singapore Airlines does not warrant that its Platform, or any content on it, will always be available or that access will be uninterrupted. Singapore Airlines may suspend, withdraw, discontinue or change all or any part of its Platform without notice. Singapore Airlines will not be liable if for any reason its Platform is unavailable at any time or for any period. You are responsible for making all arrangements necessary for you to have access to Singapore Airlines' Platform.

- 9.4 Without prejudice to the generality of this clause 9 and to the maximum extent permitted by applicable laws and regulations, Singapore Airlines and SIA Group disclaim, make no representation or warranty with respect to, and in no event will Singapore Airlines or SIA Group have any liability arising out of or in connection with:
  - 9.4.1 errors or inaccuracies on Singapore Airlines' Platform, including without limitation, errors in descriptions, pricing, booking availability, photographs, features, inclusions and exclusions, reviews and ratings and Singapore Airlines reserves the right at all times to correct any errors in Product availability and errors in pricing on Singapore Airlines' Platform;
  - 9.4.2 legality, decency or propriety of any material contained or accessed through Singapore Airlines' Platform, including material on other websites that Singapore Airlines may direct you to;
  - 9.4.3 any advertising material submitted by third parties and displayed on Singapore Airlines' Platform, including but without limitation, any error, omission or inaccuracy;
  - 9.4.4 any information shown, and the suggestions or recommendations made, about the Products or Content on Singapore Airlines' Platform, for any purpose;
  - 9.4.5 any viruses or other harmful components contained in emails that Singapore Airlines may send; or
  - 9.4.6 any damage caused by any Product or failure of such Product to perform, whether or not advised of the possibility of such damage, and regardless of the theory of liability pursuant to which such damage may be sought.
- 9.5 Subject to clause 9.7, Singapore Airlines' total liability to you for any and all claims howsoever arising in connection with or arising out of your use of Singapore Airlines' Platform or the sale, supply, delivery, possession, replacement or use of any Product or resulting from these Terms shall not in any event exceed the monetary value of the Product. If Singapore Airlines incur any liability to you in respect of this clause, you shall give Singapore Airlines' detailed written notice no later than 30 days from the date of the event giving rise to that liability.
- The Platform and all content, information, materials and products available from the Platform are 9.6 provided to you strictly on an "as is" and "as available" basis. All conditions, representations and warranties, whether express, implied, statutory or otherwise, including, without limitation, any implied warranty of merchantability, fitness for a particular purpose, or non-infringement of third party rights in relation to the Platform or the content, information, materials and products available from the Platforms are hereby disclaimed to the maximum extent permitted by applicable law by Singapore Airlines (including Singapore Airlines' affiliates, directors, officers, employees, agents, contractors, successors and assignees), Singapore Airlines' licensors and SIA Group. Without derogating from the aforesaid, Singapore Airlines, Singapore Airlines' licensors and SIA Group make no representation, warranty, or guaranty as to the reliability, timeliness, guality, suitability, truth, availability, accuracy or completeness of the Platform or content, information, materials or products available from the Platform. Singapore Airlines (including Singapore Airlines' affiliates, directors, officers, employees, agents, contractors, successors and assignees), Singapore Airlines' licensors and SIA Group do not represent or warrant that the use of the Platform will be timely, uninterrupted, or error-free or operate in combination with any other hardware, software, system or data.
- 9.7 Nothing in these Terms shall limit or exclude Singapore Airlines' liability for death or personal injury caused by its negligence or its fraud.

# 10. EVENTS BEYOND SINGAPORE AIRLINES' CONTROL

10.1 Singapore Airlines shall have no liability to you for any breach of these Terms caused by any event or circumstance beyond Singapore Airlines' reasonable control including, but not limited to, strikes, lockouts or other industrial disputes; breakdown of systems or network access; or flood,

fire, explosion, accident, or any other events of force majeure. Singapore Airlines will have no responsibility to compensate for any hotel date change or cancellation in such circumstances.

#### 11. MISCELLANEOUS

- 11.1 A person who is not a party to these Terms shall have no right to rely upon or enforce any term of these Terms. The application of the Contracts (Rights of Third Party) Act 2001 (2020 Revised Ed.) of Singapore (and any similar act in any other jurisdiction, including the Contracts (Rights of Third Party) Act 1999 of the United Kingdom), and any subsequent revision or replacement thereof, to these Terms is expressly excluded.
- 11.2 These Terms were last updated on the date at the top of these Terms. No changes to these Terms are valid or have any effect unless agreed by Singapore Airlines in writing or made in accordance with this clause Singapore Airlines reserves the right to vary these Terms from time to time. Singapore Airlines' updated Terms will be displayed on Singapore Airlines' Platform and by continuing to use and access Singapore Airlines' Platform following such changes, you agree to be bound by any variation made by Singapore Airlines. It is your responsibility to check these Terms from time to time to verify such variations.
- 11.3 These Terms and any other documents expressly referred to in these Terms, as may be amended from time to time, constitute the entire agreement and understanding between Singapore Airlines and you in relation to the subject matter of these Terms and supersede any previous agreement or understanding between Singapore Airlines and yourself in relation to such subject matter.
- 11.4 No failure, delay or omission by Singapore Airlines in exercising any right, power or remedy provided by law or under these Terms shall operate as a waiver of that right, power or remedy, nor shall it preclude or restrict any future exercise of that or any other right or remedy. No single or partial exercise by Singapore Airlines of any right, power or remedy provided by law or under these Terms shall prevent any future exercise of it or the exercise of any other right, power or remedy.
- 11.5 These Terms are not assignable, transferable or sub-licensable by you except with Singapore Airlines' prior written consent. Singapore Airlines may transfer, assign or delegate these Terms and Singapore Airlines' rights and obligations to related body corporates, purchasers of the business or other third parties. Singapore Airlines will tell you in writing before this happens and Singapore Airlines will ensure that the transfer will not affect your rights under these Terms. By continuing to access or use the Platform after such notice, you consent to such transfer, assignment or delegation.
- 11.6 If any provision of these Terms (or part of any provision) is or becomes illegal, invalid or unenforceable, the remaining provision or part provision will remain in full force and effect to the maximum extent permitted under applicable laws and regulations.
- 11.7 These Terms shall be construed in accordance with, and governed by, the laws of the Republic of Singapore. You and Singapore Airlines hereby agree to submit to the exclusive jurisdiction of the courts of the Republic of Singapore.
- 11.8 Where any conflict or contradiction appears between the provisions of these Terms and any other relevant terms and conditions, policies or notices, the other relevant terms and conditions, policies or notices which relate specifically to a particular section or module of Singapore Airlines' Platform shall prevail in respect of your use of the relevant section or module of Singapore Airlines' Platform.
- 11.9 Where any conflict or contradiction appears between different language versions of these Terms, the English language version shall prevail.
- 11.10 Personal data shall be transferred, handled and/or processed in accordance with Singapore Airlines' <u>Privacy Policy</u>.