Terms and conditions of Purchase & Use of Bamboo Holidays Package

When using the Bamboo Holidays package to make a reservation, you have implicitly agreed and complied with all of these following terms and conditions:

If you do not intend to purchase a Bamboo Holidays package or if you do not agree with any of the terms or conditions stated in this Terms and conditions of Purchase & Use of Bamboo Holidays Package (hereinafter referred to as " Terms and conditions of purchase and use"), please **STOP USING** this functionality.

I. Terms & conditions of purchase and use of Bamboo Holidays package

1. Terms and conditions of purchase of Bamboo holidays package

- a. The service of purchasing Bamboo Holidays package shall help you to search information and complete the purchase in the reasonable way. However, if you excess the usage limit, your access may be denied.
- b. You represent that you are of legal age to use the booking facility in accordance with these Terms and conditions of purchase and use and you have legal obligations for any liability you may incur as a result of the use of the Bamboo Holidays package. You are financially responsible for your transactions made on this Website and Mobile Applications or those using your login information. You shall supervise all usage of the booking facility under your name and account. You warrant that all information provided by you and by your family members is true and correct.
- 2. Policy on purchasing Bamboo Holidays package
- a. Purchase can be made for up to 9 guests (including infants) per booking.
 Adults: From 12 years old at the time of traveling on the first flight.
 Children: From 2 to under 12 years old at the time of traveling on the first flight.
 Infant: From 07 days to under 2 years old at the time of traveling on the first flight.
- b. Passengers under 14 years old traveling alone are required to present a consent letter of legal representative to operating airlines.

If the flight arrival is earlier than 05:00 am, the hotel stay shall be start from the day before arriving date. If the flight arrival time is later than 05:00 am, the hotel stay shall be start from the day of arrival. Hotel checkin time depends on hotel policy and is provided during booking process.

- c. The price of Bamboo Holidays package on the Website and Mobile App is only applicable to purchases made on this Website and Mobile App and it depends on availability of seat and accommodation.
- d. Your Bamboo Holidays package is not guaranteed until the payment is completed.
- e. A confirmation email will be sent to your registered email after successful payment. In case you do not receive the Confirmation email within 30 minutes after payment, you should contact Bamboo Airways at care.holidays@bambooairways.com for support.

3. How to purchase Bamboo Holidays package?

Purchasing Bamboo Holidays package can be made online on our website

www.holidays.bambooairways.com

When you purchase a Bamboo Holidays package through a travel agent, all communication related to the Bamboo Holidays package must be made through the travel agent. Bamboo Airways is not responsible or liable for any information exchanged between the travel agent and you or any action performed by the travel agent. In that case, all amounts you pay will be held by the travel agent and they will represent as your agent until the booking is accepted and confirmed by Bamboo Airways.

4. Price and Fares Policy

- a. All payments are inclusive of airfares, hotel accommodation, taxes, fees and charges.
- b. Some airport service charges are not included due to the airport's policy.
- c. Depending on the hotel policy, Customers may have to pay additional fees such as electricity, water, local phone ... directly to the hotel.
- d. Bamboo Airways headquarter is located in Vietnam. Bamboo Airways shall not be responsible for any fees that might be levied by the issuing bank while purchasing a package on Vietnam Airlines Website and Mobile Applications. Customers are required to check with issuing bank for fee details if any.
- e. Terms and conditions are subject to change at any time without notice at Bamboo Airways' sole discretion. Prices are not included passport fee, visa and health insurance fees, cots, car seats and food for infants, transport to your departure airport, porterage, gratuities, meals, handling fees and items of a personal nature unless otherwise noted. Special offers and value-added inclusions may be restricted, modified or withdrawn at any time. These promotional activities shall have no cash value and are non-refundable if not provided or used. Prices may vary according to specific travel dates. All amenities shown for a particular property may not be available in every room category. Bamboo Airways reserves the right, at any time, to substitute comparable alternate hotel accommodations, to alter or substitute holiday itineraries or to do both. Special room requests shall be communicated to the applicable party but cannot be guaranteed. Additional foreign government departure taxes, fees and tourist cards may be due at the destination by the respective government authority and are not included in your Bamboo Holidays package price.
- f. Some hotels may require resort shuttle service to be booked prior to arrival in the country. If Customer do not choose to book these services through us, Customers shall need to make their own arrangements at least 72 hours prior to departure to avoid service failures.
- g. If Customers obtain a quote from us for a booking, but do not make a reservation at the time, we reserve the right to increase or decrease the price at any time before booking.
- h. Airfares

Airfares are based on lowest applicable airfare available under the Bamboo Holidays package at the time of booking and are subject to change. Bamboo Airways can only guarantee Customers' airfare upon receipt of full payment. Changes of flight after the issuance of tickets may result in increased airfares, additional surcharges or non-changeable and non-refundable flights.

i. Baggage

Airline baggage allowance shall be as per the fare class purchased as part of Customers' package. Please note baggage allowances can vary significantly with respect to size and weight restrictions. The number of carryon pieces allowed may also vary by airport or airline. Please consult your travel agent or contact your respective airport and airline prior to travel.

Please see Bamboo Airways' baggage policies at www.bambooairways.com

5. Payment and Card verification Policy

- a. We accept credit / debit cards and Vietnam domestic cards (ATM cards).
- b. Once full payment is received, Bamboo Airways shall issue an E-voucher for the booked services. Printed copies of these Vouchers must be submitted to the relevant service provider, for example, a hotel or ground transportation provider at the time the respective services are provided.
- c. Card verification conditions: Bamboo Airways only requires card verification for certain transactions. If Customers' transaction is required for card verification, Customers shall receive an email to the registered address after time of payment or requested by our staffs at the airport. The cardholder is required to present the payment card, Bamboo Holidays package confirmation and passport (or ID card) for verification at the airport upon request.

Failure to verify the payment card will lead to denial of the services

6. Change and cancellation requested by Customers' policy

- a. Policy on change flight date, time, and number of nights at the hotel on your request
- Applicable to Bamboo Holidays packages with condition shown in the E-Vouchers.
- Applicable to entire passengers in Bamboo Holidays package.
- Change of flight date/ time, number of nights at the hotel: Package change is allowable with charge. Total fee includes: package changing fee (this fee may vary with different packages and in any case, not lower than 600,000 VND/person/change), hotel and ticket price difference. We will check and confirm with you the total changing fee after receiving your change request
- Change of flight routes: not applicable
- Change of hotel: Not applicable
- Time frame: Apply for each Bamboo Holidays package

- Bamboo Holidays package refund (requested by Customers) Policy
 Refund of the Bamboo Holiday package shall be made when all of the following conditions are fully met:
- Applicable to Bamboo Holidays package with refund condition listed on the voucher.
- Applicable to all passengers in Bamboo Holidays package.
- Applicable to unused Bamboo Holidays package.
- Bamboo Holidays package refund fee depends on each package. Refund fee is listed on the E-Voucher. You will get a refund after deducting this fee.
- Total fee includes: package cancellation fee (this fee may vary with different packages and in any case, not lower than 1,000,000 VND/person/cancellation) and hotel cancellation fee
- c. Additional surcharge or refund Policy
- To make payment for change fee and fee difference, we will send a payment link to Customer's email. Customers are required to make a payment within 6 hours via Bamboo Airways accepted payment cards.
- The refund of Bamboo Holidays package (if any) will be transferred to the card you used when making payment. Note: All changing fees applied for your package will not be refunded General note: Change and cancellation only applied for whole un-used package Bamboo Holidays, nolt applied for hotel service or flight ticket separately

7. Change, refund / cancellation of Bamboo Holidays package Policy (requested from Bamboo Airways)

- a. Change, refund / cancellation of Bamboo Holidays package Policy (requested from Bamboo Airways)
 Bamboo Airways reserves the right to change or cancel Customers' Bamboo Holidays package in case Bamboo
 Airways fails to perform a scheduled flight or is not allowed to carry. Support policy about change / cancellation of Bamboo Holidays package is as follows:
- For a time change flight or a canceled flight with an alternative flight, which:

+ The new flight time is less than 5 hours difference from the original flight time: we will try our best to support Customers to change their flight (subject to availability) within the day of original flight time. We do not provide refunds or changes for hotel services.

+ The new flight time is 5 to 24 hours difference from the original flight time: We will try our best to support Customers to change their flight (subject to availability) within 72 hours from original flight time (in case there is an extra fee for accommodation, Customer shall need to pay for such fee) or allow you to refund your unused flight. We do not provide refunds for hotel services.

+ The new flight time is more than 24 hours difference from the original flight time: Bamboo Airways will try our best to support (i) change the flight date (in case the new flight date falls in peak periods, holidays, you

may have to pay extra part of the cost of air tickets difference) and negotiate the best fees for you for accompanying hotel services (in case there is an extra fee for accommodation, Customer shall need to pay for such fee) or (ii) support to cancel Bamboo Holidays package at your request and we will refund part or whole price of the package (depending on the status of the package).

- For cancelled flights and there is no alternative: Customers may cancel the Bamboo Holidays package and we will refund part or whole package price (depending on the status of the package).
 We are not the supplier of the hotel services. In any case, we are not responsible when your booked hotel room service is not performed due to force majeure events including but not limited to fire, earthquake, flood, storm, heavy snow, disease, explosion, strike, riot, civil war, war, restriction by government or local authorities or
- any similar event beyond the control of hotels or our service suppliers.
- b. Additional surcharge or refund Policy
- To make payment for the change fee and the price difference, we will send a payment link to your email. You need to pay within 6 hours by Bamboo Airways accepted payment cards.
- Bamboo Holidays package refund shall be transferred to the original payment card. Note: Fees that you have previously paid for the change of information shall not be refunded
- 8. Customer services contact
- a. For change, refund / cancellation Bamboo Holidays package requests, please contact Bamboo Airways via email: <u>Care.holidays@bambooairways.com</u>. You are unable to change the service package directly to the hotel.
- b. For inquiries or comments related to hotel services, please contact the hotel service provider directly at the contact address specified in the Bamboo Holidays Package Confirmation Email.
- c. Hotline to support: 19001166 (24/7).
 - Bamboo Holidays Booking center: from 08:00 to 20:00 daily
 - Customer support call center: rest of the time

9. Important notes

- a. Customers are not allowed to use Bamboo Holidays package for unauthorised, false reservation, or make reservations with misleading information.
- b. Customers are not allowed to:
- Use Bamboo Holidays package service for illegal conducts; or
- Use Bamboo Holidays package service to prevent others from accessing and using such service; or
- Use other online transaction methods and collect information in case Customers are unable to use the Bamboo Holidays package feature.
- c. Bamboo Airways reserves the right to cancel Customers' request to use such service without any notice if we notice that you are in breach, or in the possession of breaching the usage limit.

10. Personal data

The collecting, processing and storing of personal information from the online purchase of Bamboo Holidays package must comply with Information Security Regulations in accordance with Bamboo Airways' Information Security Privacy policy and Vietnamese laws. Please read and accept Bamboo Airways' <u>Customer</u> <u>Privacy Policy</u> before booking.

II. Conditions of carriage in Bamboo Holidays package

When Customers purchase the Bamboo Holidays Package and receive the Confirmation email, Customers shall also commit to comply with Bamboo Airways' <u>Conditions of carriage</u>.

III. Terms of using hotel services in Bamboo Holidays package

1. General terms

- a. Bamboo Holidays is a combination of Bamboo Airways airline tickets and hotel services provided by our partners. Customers understand and agree that we are not the hotel supplier and we are not responsible for the hotel services. When Customers purchase a Bamboo Holidays package and receive a confirmation email, Customers also committed to a booking contract with the hotels. During your stay, any claims related to hotel services shall be reported directly to the hotel at the time of occurrence. We are not responsible for any problems that can be resolved immediately at the hotel if the hotel or the accommodation provider is notified. In addition, complaints should be notified to us within 28 days of the occurrence of the complaint.
- b. We are not responsible to you when your booked hotel room service is not performed due to force majeure events including fire, earthquake, flood, storm. heavy snow, disease, outbreak, strike, riot, civil war, war, restriction by local government or agency or any similar event beyond the control of hotel or supplier our other services.

2. Hotel Description

Hotel star ratings is not a standard of the hotel quality, and. not necessarily approved by the local official. Hotel star ratings can vary between hotels of the same class in different countries, or in the same country. Images, amenities, facilities and descriptions are provided to give general information about the property. Whilst we endeavor to ensure that property amenities, facilities and descriptions offer accurate and up to date information, we obtain this information from our travel suppliers and so cannot guarantee this to always be the case. Images of room types do not necessarily represent the bed configuration of the room being purchased. Hotels information are provided in Vietnamese and some other popular languages. They might not be provided in the language of your preference.

3. Hotel policy

a. Children staying with adults policy

If the child staying with adults service is not available, bookings must be made for a triple room and will be charged at the full rate for three adults.

Child staying with adults service can only be added to a twin or double room rate to obtain the price for a room with two adults and one child. The service will apply to children between the ages of 2- 12 years (unless a different age range is specified).

Child staying with adults service will not be available if the child's age is not specified at the time of booking and we will charge for three adults in a triple room if this information is not supplied.

Cots and cribs for babies are only suitable for those under 2 years. While cots may show as available at the time of booking, they are subject to availability upon check in.

Some hotels shall not provided extra beds for children, and breakfast for children may be charged. If a child require an extra bed, Customers must request a triple room with no discount for children.,

b. Additional Fees and Charges, Deposits

If the hotel requires a surcharge, a resort fee or a local telephone service charge, Customers must pay such charges directly to the hotel.

Most hotels require a credit card to be provided upon check in to cover incidentals. In the absence of a credit card, a cash deposit may be required. All extras incurred must be paid directly to the hotel before departure. We will not be liable for such charges.

c. Special requests and other conditions

Bamboo Airways shall transfer to the hotels all special requests, such as non-smoking or adjoining rooms, but we cannot guarantee them.

Hotels might be under renovation from time to time and take all possible steps to avoid disruption to Customers. If a hotel is carrying out renovations, Customers shall not entitle for a refund.

Bookings must not be made with fictitious names to hold a space. If you do not book with the correct name, you may receive non-arrival charges.

d. Bamboo Holidays confirmation email

Upon successful payment of Bamboo Holidays package, we will send you a confirmation email with an attached E-voucher. Please print out the invoice and present at the airport and the hotel. You may not be allowed to use such services if you fail to present the E-voucher.

Specific changes/cancellation conditions of Bamboo Holidays package will be specified in the E-voucher

LINK CHÍNH SÁCH BẢO MẬT: <u>https://www.bambooairways.com/vn/en/legal/privacy-policy</u> LINK ĐIỀU LỆ VẬN CHUYÊN: https://www.bambooairways.com/vn/en/legal/conditions-of-carriage