

TERMS & CONDITIONS

GENERAL TERMS

BEACH BOUTIQUE LOYALTY PROGRAM is a frequent guest program managed by Caemilla Beach Resort Inc and Under The Stars Boracay Realty Corporation.

BEACH BOUTIQUE LOYALTY PROGRAM is open to individuals aged 18 or above. The Company reserves the right to grant or refuse Membership at its sole and absolute discretion. Membership will not be extended to corporations or other similar legal entities.

Enrollment: New members may apply through the link provided by the front office by completing the required information stated in the form. By enrolling in the Program and using your membership account, you will be eligible for benefits as described below and to earn BOUTIQUE LOYALTY PROGRAM Reward Points ("Points"), which can be redeemed for products and services (as defined below) and various merchandise.

Upon successful enrollment to the earned tier, Members automatically receive INSIDER Membership.

Upon successful enrollment to the paid tier, Members automatically receive JET SETTER Membership.

Earned membership: There is no fee to join the loyalty program. All Members must supply valid contact information and update such contact information as necessary. In the event communication with a Member is necessary, VCBBH will rely on the Member's contact information on file for such communications. VCBBH has the right to terminate an account and/or revoke Member Points if it determines, in its sole discretion, that an account has multiple email addresses and/or is suspected of being related to fraudulent or abusive activity. VCBBH & UTSLA reserves the right to terminate the accounts and/or revoke Points for Members without valid contact information.

Paid membership: is valid for one (1) year upon application. All Members must supply valid contact information and update such contact information as necessary. In the event communication with a Member is necessary, VCBBH & UTSLA will rely on the Member's contact information on file for such communications. VCBBH & UTSLA has the right to terminate an account and/or revoke Member Points if it determines, in its sole discretion, that an account has multiple email addresses and/or is suspected of being related to fraudulent or abusive activity. VCBBH & UTSLA reserves the right to terminate the accounts and/or revoke Points for Members without valid contact information.

By participating in the Program and taking advantage of its benefits, you agree:

- to maintain and use only one BEACH BOUTIQUE LOYALTY PROGRAM account at any time;
- to be the only individual using your membership in the Program (i.e., not sharing your account with anyone unless expressly permitted by VCBBH & UTSLA);
- that you have provided valid contact information;
- that your name as shown on your Program account matches your legal identification;
- that you only have one email address for the account;
- that you have read and understand these Terms and Conditions;
- that you are at least 18 years of age or the age of majority in your state or province of residence, whichever is older; and
- that you have not enrolled as a company and/or other entity, as only individuals are permitted to enroll in the Program.

If you choose to terminate your membership, you should contact the VCBBH & UTSLA Rewards Program Customer Care.

REWARDS

Earning VC points:

You may earn VC Points for Eligible charges (defined in the members program) beginning with the date of your enrollment in the Program. Points will not be earned if transactions were made prior to the date of your enrollment as shown in Program records.

“Eligible Charges” can include food and beverage, and in-room services charged to the Member’s room, please note eligible charges can vary by **hotel brand and location**.

INSIDER	5 % Discount -Restaurant	Redeemable rewards	
EXPLORER	10% Discount -Restaurant	Redeemable rewards	
GLOBETROTTER	15% Discount -Restaurant	Redeemable rewards	
JET SETTER	10% Discount -Restaurant	Redeemable rewards	e-GC

MEMBERS PROGRAM

Member benefits are only available for the individual Member to whom they apply. For in-hotel Member benefits, a Member must personally check in to enjoy such Member benefits, and those benefits are not transferrable and cannot be used by other Members or non-Members. Any violation of this provision may result in cancellation of a Member’s account, and may also result in a hotel charging the applicable fees for non-eligible Members’ or non-Members’ use of Member benefits.

Points Value: The Point system shall be 10 points earned for every 50 PHP spent on qualifying purchases less government taxes and fees.

Points have no retail value, are not redeemable for cash or any other form of credit, and have no value until presented for redemption in accordance with these Terms and Conditions. Members have no ownership interest in accrued Points, and accrued Points do not constitute property of a Member. Use of the word “earn” herein, or in marketing materials, in relation to Program Points shall mean “collect” and shall not mean that the Points have any value until they are presented for redemption. Points may not be purchased or sold, and are not transferable, except as otherwise stated herein.

Point Expiration. MEMBERSHIP POINTS FOR INSIDER & EXPLORER WILL EXPIRE IF YOUR MEMBERSHIP ACCOUNT BECOMES INACTIVE FOR ANY PERIOD OF SIX (6) MONTHS OR LONGER, WHICH MEANS YOUR POINTS WILL BE REMOVED FROM YOUR ACCOUNT AND WILL NO LONGER BE AVAILABLE FOR REDEMPTION. To maintain the Points in your membership account, you must have at least one “earn” or “redeem” transaction posted to your account every six (6) months. If you redeem Points for a Stay and subsequently cancel that Stay, the redemption activity does not prevent Point expiration.

Point Expiration. MEMBERSHIP POINTS FOR GLOBETROTTER WILL EXPIRE IF YOUR MEMBERSHIP ACCOUNT BECOMES INACTIVE FOR ANY PERIOD OF TWELVE (12) MONTHS OR LONGER, WHICH MEANS YOUR POINTS WILL BE REMOVED FROM YOUR ACCOUNT AND WILL NO LONGER BE AVAILABLE FOR REDEMPTION. To maintain the Points in your membership account, you must have at least one “earn” or “redeem” transaction posted to your account every twelve (12) months. If you redeem Points for a Stay and subsequently cancel that Stay, the redemption activity does not prevent Point expiration.

Point Expiration. MEMBERSHIP POINTS FOR JETSETTER WILL EXPIRE AFTER YOUR MEMBERSHIP HAS EXPIRED, WHICH MEANS YOUR POINTS WILL BE REMOVED FROM YOUR ACCOUNT AND WILL NO LONGER BE AVAILABLE FOR REDEMPTION. To maintain the Points in your membership account, you may opt to renew the JETSETTER membership.

Points from Promotions. VILLA CAEMILLA - BEACH BOUTIQUE LOYALTY PROGRAM may offer limited-time promotions that offer bonus Points and/or partner credits. Those promotions are governed by these Terms and Conditions but may have additional terms and conditions specific to the individual promotion. Many of these promotions are only available to Program Members who receive a specific, targeted communication from VCBBH / UTSLA. Registration for a targeted offer for which you are not invited to participate is not permitted. Doing so is a Program violation and may result in any or all of the following: the freezing of your account, the forfeiture of all of your Point transfers, rewards, vouchers, or merchandise issued pursuant to Point redemptions, and any accrued Points in your account, as well as cancellation of the account and your future participation in the Program.

VC Points are not earned for government and local taxes, service charges, tips, in-room movies, telephone charges, business centre charges, transportation, third party services contracted out by hotels, merchandises, gift certificates or vouchers, health club, function room charges, banqueting, catering and events spend, late charges, no-show charges and cancellation penalties.

Our right to cancel your membership, and to revoke or adjust Point deposits. VCBBH & UTSLA has the right to cancel any individual's Program membership, and to revoke any and all unredeemed Points and/or benefits or rewards collected, for reasons that include, but are not limited to:

- Member's violation of these Terms and Conditions;
- Member's misrepresentation of any information or any misuse of this Program;
- Member's violation of any national, regional, or local law or regulation in connection with the use of membership privileges;
- Member's failure to provide and maintain valid contact information;
- Member's failure to pay for hotel charges and/or any expenses incurred during a Member's Stay, including if such failure to pay is the result of a Member's check being returned for insufficient funds or being invalid for any reason;
- Member's commission of fraud or abuse involving any portion of this Program, including but not limited to the abuse of corporate rates without authorization (as demonstrated by, for example, appropriate identification or validation at check-in), any conduct that improperly impacts the accumulation of Points or rewards, or abuses the redemption aspects of the Program (including the use of "bots" or other automated means of promotion entry);
- Member maintaining more than one active account;
- Member's physical, verbal, or written abuse or harassment of VCBBH & UTSLA personnel;
- abuse/misuse of any benefits or privileges provided by VCBBH & UTSLA and/or any VCBBH & UTSLA property, or use of such benefits or privileges in violation of the applicable terms and conditions for them, including but not limited to the sale or barter of any Points or Point vouchers or Reward Nights; or
- Member taking any other action or engaging in any other activities that are to the detriment of the Program, VCBBH & UTSLA, or an VCBBH & UTSLA property; all as may be determined by VCBBH & UTSLA in its sole discretion.
- If VCBBH & UTSLA cancels your membership, the cancellation will be effective immediately, by notice to you, to the contact information provided by you. VCBBH & UTSLA will not be responsible for failure to notify any Member of cancellation of the Member's account if the Member has not provided VCBBH & UTSLA with valid contact information.

If membership is terminated either by Member or VCBBH & UTSLA, the Member will lose all Points, Point vouchers, Reward Nights, and benefits associated with the membership, and the Member will no longer be able to earn or redeem Points under this Program. If membership has been terminated by VCBBH & UTSLA for one of the reasons permitted in these Terms and Conditions, VCBBH & UTSLA reserves the right to not permit the Member to re-enroll.

VCBBH & UTSLA may withdraw Points from a Member's account if they were deposited into the Member's account in error, and may revoke all Points in a Member's account if the Member abuses the Program, including but not limited to abuse of the Point redemption process.

In addition to the consequences set forth above,

- Program violations (including but not limited to the sale or use of membership status benefits for commercial gain), suspected fraud, or abuse in relation to promotions, Point or mileage credit or reward usage is subject to appropriate administrative and/or legal action by appropriate governmental authorities and by VCBBH & UTSLA, including, without limitation, freezing your account, the forfeiture of all Point transfers, rewards, vouchers, or merchandise issued pursuant to Point redemptions, and any accrued Points or miles in your account, as well as cancellation of the account and your future participation in the Program.

Some employers, by policy, may prohibit or restrict employee participation in the Program. Some countries' laws may also prohibit participation in the Program or some aspects of the Program. Members are solely responsible for complying with their employers' policies and applicable laws. VCBBH & UTSLA assumes no responsibility or liability for Members' lack of compliance with such policies or laws.

REDEMPTION:

Redemption of item and / or services shall be done through the store app whenever applicable. Redemption of room reservations and other similar offers shall be subject to availability. The process for redemption may change without prior notice. Redemption of goods and services is not convertible to cash. Discounts provided through the program cannot be combined with other promos or discounts.

PRIVACY STATEMENT:

Who we are: Villa Caemilla Beach Boutique Hotel and Under The Stars Luxury Apartment

Information we collect and how we use and share it:

Making a reservation and check-in at a VCBBH & UTSLA

The Data that you provide to us for making a reservation is made available to the applicable hotel for the purpose of completing your reservation request. We may also need to collect information as required by local laws such as passport numbers, type of entry visa, and driver's license. Upon check-in, your Data will be verified by our staff and you will be requested to indicate whether you wish to opt in and receive hotel promotional literature. At times, we may make certain Data available to strategic business partners such as mail houses and e-mail service providers for the sole purpose of mailing and dissemination of promotional materials for Hotel and its related facilities only. Data will not be shared with third parties for their own marketing purposes.

Accessing our Website from Web-enabled Mobile Devices

You can access our website from a web-enabled mobile device to find a VCBBH and/or restaurants operated by VCBBH. You can make a reservation from a web-enabled device. When you make a reservation, you may need to provide certain Data such as name, e-mail address and credit card information for guarantee purposes.

Cookies

A cookie is a piece of text that is stored on your computer by your web browser. We use cookies to monitor how people use our site so we can develop and improve the design, layout and function of the site.

Cookies enable us to identify your device. We use cookies that are strictly necessary to enable you to move around the site or to provide certain basic features. We use cookies to enhance the functionality of the website by storing your preferences, for example. We also use cookies to help us to improve the performance of our website to provide you with a better user experience.

We also allow cookies that may be served where we embed social media links such as Twitter, YouTube and LinkedIn facebook and etc.

If you do not want us to use cookies in your browser, you can remove cookies from your computer's hard drive, or set your browser to block cookies or to send a warning notice before a cookie is stored on your computer. However, please note that you may not be able to use many of the services on our website or other websites without cookies.

Cookies, by themselves, do not tell us your email address or other personally-identifiable information unless you choose to provide this information to us by, for example, registering for one of our services. However, once you choose to furnish the site with your personally-identifiable information, this information may be linked to the data stored in the cookie.

How we secure your information

We take appropriate technical and organizational measures to ensure that the information disclosed to us is kept secure, accurate and up to date and kept only for so long as is necessary for the purposes for which it is used. We protect your information in accordance with the IT Security Policy of our CRM service provider – Salesforce.

We use a secure service when you make a reservation through our website, via a virtual gateway operated by PayPal and/or Just Giving. Our online payment system is Payment Card Industry Data Security Standard compliant.\

You should be aware that the use of the Internet is not entirely secure and although we will do our best to protect your personal data we cannot guarantee the security or integrity of any personal information which is transferred from you or to you via the Internet. Any transmission is at your own risk. Once we have received your information, we will use strict procedures and security features such as encryption to try to prevent unauthorized access.

Retaining of information

We keep your information for no longer than is necessary, as set out in our record of processing which you can request by contacting us. We will retain your information for any period required by law, Where we are not under a legal obligation to retain your information, we will determine what is necessary by reference to the lawful basis for processing set out above and our legitimate interests.

How we use your information:

We will only use your personal information for electronic marketing purposes if we are allowed to do this by law or if we have your consent. If you agree to us providing you with marketing information, you can always opt out at a later date. If you would rather not receive marketing material from us, please let us know at any time using the contact details.

How to contact us:

Your privacy is important to us, for any questions, clarifications and general comments, please contact us through the following:

Number: 036 2883354

Email: info@villacaemilla.com