

## T&C

The terms and conditions given below are intended to protect your rights as a member of our rewards program, Lemon Tree Smiles. Should you require any clarifications you can contact Lemon Tree Smiles member service. Please note however that the terms and conditions governing Lemon Tree Smiles cannot be superseded or changed, unless a request is made in writing to Lemon Tree Hotels.

### Definitions

1. "Lemon Tree Hotels" refers to Lemon Tree Hotels which owns and operates various hotels in India, popularly known as Lemon Tree Premier, Lemon Tree Hotels and Red Fox Hotels.
2. "Lemon Tree Smiles" refers to the rewards program offered by Lemon Tree Hotels.
3. "Member" means a member of the Lemon Tree Smiles.
4. "Points" means the award given to a member for utilizing the services or facilities of Lemon Tree Hotels.
5. "Eligible charges" are the charges incurred on the member room account on room charges.
6. "Ineligible rates" are defined as: (1) Rooms booked through third party online retailers, such as Makemytrip.com, Cleartrip.com, Expedia.com, Hotels.com, Booking.com, Priceline, Orbitz.com, Travelocity.com, etc. as well as rooms booked through any other 3rd party online retailers that require pre-payment are not eligible for points (2) Room rates for airline staff and crew, airline layovers, airline transient, charter, (3) employee rates, (4) complimentary rooms, (5) special negotiated guaranteed company packages, (6) group bookings of more than 3 rooms, (7) banquets, conferences, weddings, events or organized tours.
7. "Reward" is the benefit and/or service that a member can avail of through exchange of his/her points, accumulated during his stay at Lemon Tree Hotels.
8. "Stay" refers to one complete stay (from the day of check in the hotel till the check out) of the guest at any of the participating Lemon Tree Hotels.
9. "Participating Lemon Tree Hotels" refers to any of the 3 brands of the Lemon Tree Hotels; Lemon Tree Premier, Lemon Tree Hotels and Red Fox Hotels; listed as offering point earnings for stays.
10. "Smiles help desk" The contact point of Lemon Tree Smiles at [smiles@lemontreehotels.com](mailto:smiles@lemontreehotels.com) or call us at +91 11 66588583 (Monday –Friday between 10 am to 6 pm).
11. "Blackout dates" are the periods during which points cannot be redeemed in Lemon Tree Hotels.

### General

12. Membership and benefits of Lemon Tree Smiles are offered at the sole discretion of The Lemon Tree Hotels.

13. Membership to Lemon Tree Smiles is void if prohibited by law in the country of the member's domicile.
14. Lemon Tree Smiles program is applicable only at participating Lemon Tree Hotels.

## **Enrolment & Membership**

- Membership is open to all individuals who are aged 18 years and above who furnish a correct mobile number and email ID.
- Only individuals may become members of Lemon Tree Smiles.
- Employees of The Lemon Tree Hotels, its affiliates or subsidiaries and the employees of owners of managed hotels (collectively 'employees') are not eligible to participate in the Lemon Tree Smiles rewards program.
- Rooms occupied as office space, will not be eligible for points. Business center services used for the purpose of business meetings by guests will not be eligible for points.
- Members cannot maintain membership in, or earn points on multiple accounts.
- Enrollment onto Lemon Tree Smiles must be in the individual's full legal name, and proof of identification will need to be provided on request.
- Delivery of merchandise when redeeming points will be made only to addresses within India.
- All communication will be mailed to the mailing address (email) given in the enrollment form and it is the responsibility of the member to inform the Lemon Tree Smiles member services about any change in his/her address. All communication will be deemed to have been received by the member and Lemon Tree Hotels bear no responsibility for communication not received or lost in the mail.
- Lemon Tree Smiles is authorized to reach out to members through SMS and Email over program info and Offers. In case member doesn't want to receive any communication the request for same can be placed at smiles@lemontreehotels.com or the member can also reach us at 011-66588583 for unsubscribing from the communication list.
- Lemon Tree Smiles has no predetermined termination date and may continue until such time as The Lemon Tree Hotels decides to terminate the program, at any time, with or without notice to the members. Accumulation of points will cease immediately on termination of the program. However, members will be given 6 months from the date the program termination is announced, to redeem a reward against earned points.
- The Lemon Tree Hotels reserves the right to add, modify, delete or otherwise change any of the rules, conditions, privileges, benefits, reward or reward levels pertaining to the program at its sole discretion, with or without notice, even though changes may affect the value of points already accumulated. E.g. The Lemon Tree Hotels may increase or decrease the points required for a reward, or limit the number of participating hotels for a particular reward.

- Membership to Lemon Tree Smiles entitles members to earn points, which can be redeemed for rewards in accordance with the terms & conditions of the program.
- The Lemon Tree Hotels reserves the right to grant, refuse or withdraw a membership to Lemon Tree Smiles.
- The Lemon Tree Hotels reserves the right to discontinue membership to Lemon Tree Smiles to any member who appears to be using the program in a manner inconsistent with the terms and conditions, or intent of the program, or any portion of the program, including, but not limited to, reward redemption. The Lemon Tree Hotels also reserves the right to discontinue membership for any member who acts in a manner inconsistent with local or state laws, statutes or ordinances. Discontinued membership may result in the loss of all accumulated points and the cancellation of all Lemon Tree Smiles benefits and privileges.
- Points issued have no monetary value and cannot be bartered or sold by members for cash at any point of time. These points may only be exchanged for benefits on offer through Lemon Tree Smiles. Any points, or benefits, which The Lemon Tree Hotels deems to have been transferred, sold or assigned in violation of the program rules may be confiscated or cancelled.
- All interpretations of the Terms and Conditions and program rules shall be at the sole discretion of The Lemon Tree Hotels.
- Each member is responsible for remaining knowledgeable about the program rules and the number of points in his or her account. The Lemon Tree Hotels will send correspondence to active members to advise them of matters of interest, including notification of program changes and point updates. However, neither The Lemon Tree Hotels, its subsidiaries, affiliates or associates or program management service providers nor the owners of the participating Lemon Tree Hotels or restaurants nor companies participating as service partners in the program will be liable for any failure to do so and will not be responsible for correspondence lost or delayed in the mail.
- Accrued points do not constitute property of the members. Except as specifically provided herein, no accrued points are transferable in the event of death, as part of a domestic relations matter or otherwise by operation of law. In the event of death, the Lemon Tree Smiles membership will be suspended and all accrued points cancelled.
- Specific program benefits and privileges have been established for all members of Lemon Tree Smiles. However benefits and privileges offered by participating Lemon Tree Hotels may vary. If The Lemon Tree Hotels or any partner improperly denies a member an accrual, benefit or reward, The Lemon Tree Hotels will not be liable to make any payment to the member or compensate him/her in anyway.
- The Lemon Tree Hotels is not responsible, and assumes no liability, for changes or discontinuance of services provided by a service partner, that may affect the program, the accrual of points or devaluation of points.
- The program and any benefit, or rewards relating to the program, shall not be construed as, or constitute a contract, or otherwise establish a contractual relationship between The Lemon Tree Hotels and any Lemon Tree Smiles member.

- Nothing in the Lemon Tree Smiles program is intended, or shall be construed to create or establish any agency, partnership or joint venture relationship between The Lemon Tree Hotels and any Lemon Tree Smiles members.

### **Accrual of Points**

- Silver members will earn 10, Gold members will earn 11 and Platinum members will earn 12 points for every Rs. 100 spent, net of taxes (or other currency equivalent) spent on eligible charges (rooms only) at participating Lemon Tree Hotels.
- Points will be awarded for amount spent on rooms only. All applicable taxes including central, state, local and other taxes will be omitted for purpose of point accrual.
- Banquet rooms, meetings and conference rooms will not earn points.
- Points will not be earned on incidental charges or charges to the member's room for non-affiliated hotel entities which are not owned and/or operated by the hotel, including, but not limited to, outlets such as travel bookings, gift shop, drugstore, clothes, gallery, or specialty stores, recreational or entertainment concessions, or charges in connection with banquets or other catering functions. No points would be awarded for outsourced services e.g.: Fresco - Spa, internet, business center and car hire services.
- All applicable taxes including central, state, local and other taxes will be omitted for purposes of point accrual.
- Points awarded for stays at participating Lemon Tree Hotels will be based on Indian Rupees. Foreign exchange rates will be converted into Indian Rupees, using a published rate of exchange in effect at the time of conversion. This rate will be determined at the sole discretion of The Lemon Tree Hotels, based on standard currency conversion methods but may vary from currency conversion rates used by credit card companies.
- Points for a stay will be credited in the guest's Lemon Tree Smiles Account post checkout.
- If a member of the Lemon Tree Smiles is also a member of another loyalty program, service partner's program, whose members are also authorized to earn points at Lemon Tree Hotels, the member will have to choose the program on which he wishes to earn points. A member will not be entitled to earn points on both Lemon Tree Smiles and the other loyalty program simultaneously.
- Points will expire in 2 years from the date of earning them.
- Points can only be earned at participating Lemon Tree Hotels. The list of participating Lemon Tree Hotels is subject to change at any time, without notice. Please contact the Smiles help desk or email 'smiles@lemontreehotels.com' for any queries. Additions and deletions to the list of participating hotels will be communicated from time to time.
- To earn points, a member must be a registered, paying guest at a participating Lemon Tree Hotel and must meet all the conditions described in the terms and conditions.

- Members can only earn points from the program start date as defined by the Lemon Tree Hotels. No points will be earned for any amounts charged before the start date of the program. This includes cases where a member has checked in to a hotel before the program is launched at that hotel and checks out after the start date of the program at that hotel. For example: if a member checks in on 1 March 2013, checks out on 10 March 2013 and the start date of the program for that hotel is 8 March 2013, then the member will earn points only for eligible expenditure from 8 March 2013 onwards.
- Members may earn points for a maximum of three rooms per stay (for rooms booked in the member's own name) regardless of the number of rooms booked and paid for by the member during the same stay. No points will be earned for rooms occupied by the members' children, even if paid for by the member.
- No purchase of points is permitted. A member cannot purchase points and add these to points already earned in order to redeem these points for a reward. Points can only be earned by the member for eligible expenditure across any participating Lemon Tree Hotel.
- Point credits will not be awarded when redeeming any Lemon Tree Smiles, awards of travel partners, or other promotional offerings using discounts or free certificates. However all paid expenses that are in the eligible folio list will be eligible to earn points.
- Points earned by any individual member are not combinable with or transferable to other Lemon Tree reward programs administered in the past, present or future or with any other programs run by The Lemon Tree Hotels.
- Any points offered in conjunction with specific hotel stays will be considered earned only when the stay has been fully paid. Points will not be available for redemption before the stay has been paid for.
- In cases where the member or the member's company is given a discount after the stay has been completed, the appropriate number of points will be deducted from the member's balance although he or she may have already been communicated the point status on the basis of the non-discounted amount.
- Lemon Tree Smiles Member Services reserves the right to deduct points from a member's account balance if the points have been erroneously recorded under the account.
- If a member believes he/she has not received point credit for hotel stays, or any partner points, he/she must log on to the website and claim missing stays or submit a written request for such credit(s) at [smiles@lemontreehotels.com](mailto:smiles@lemontreehotels.com). Members are requested to retain all hotel travel documentation until the point credit(s) has appeared on the points statement. Requests must be received at the Lemon Tree Smiles Member Services within 3 months of the guest stay.
- In case points are inadvertently missed out, the members must claim retro-credits within 3 months from the date last of checkout. The points will be credited manually.

- All Lemon Tree Smiles members will receive a points update for the month in which there is a transaction.
- Any fractional points earned will be calculated to the next lowest integer. For example, if a member earns 125.90 points from a transaction, it will be calculated as 125 points.
- Bonus points offered for specific promotions and points earned on partners will be considered and will be added to the total number of points.
- Points will be awarded on all eligible charges at participating Lemon Tree Hotels and restaurants only from the date of member's enrollment into the program. No retro credits will be given for transactions prior to enrollment.
- Points are non-transferrable

### **Renewal of Membership**

- The Lemon Tree Smiles Membership will expire in 2 years from the date of last accrual of points.
- Members who earn 7500 base points or complete 3 stays in a financial year (April-March) will be upgraded to the Gold tier. Eligible only for points earned on eligible charges at participating Lemon Tree Hotels. Members who earn 12500 base points or complete 10 stays in a financial year (April-March) period will be upgraded to the Platinum tier. Eligible only for points earned on eligible charges at participating Lemon Tree Hotels

### **Membership Benefits**

- A number of services and benefits available to members of Lemon Tree Smiles are offered solely at the discretion of The Lemon Tree Hotels and the individual participating Lemon Tree Hotel. Not all services are provided by all participating hotels e.g.: outsourced services. Should the participating hotel improperly deny a member a benefit, The Lemon Tree Hotels will not be liable to compensate the member for the same.
- Membership tier upgrade will be subject to the amount spent by a member at our hotels. To earn/retain Gold membership, Gold members should earn 7500 points or complete 3 stays in one year from the date of membership and Platinum members should earn 12500 points or complete 10 stays in one year from the date of membership.
- Membership benefits are only applicable on paid rooms. For redeemed (free) room nights, membership benefits shall not apply.

### **Rewards**

- Participating Lemon Tree Hotels can opt out the participation for rewards at sole discretion of The Lemon Tree Hotels.
- The list of rewards will keep changing and members can only avail redemptions from the list which is available for the current period.
- Travel agents will not be given any commissions on rooms given as rewards.

- Reward points can be redeemed for hotel stays or gift vouchers as featured in the website.
- All redemption requests against reward points must be made online [www.lemontreehotels.com](http://www.lemontreehotels.com).
- If a guest has redeemed a free night and has cancelled the booking, there will be a penalty levied on the points:
  - Cancellation in 72 hours before arrival: 100% refund of points
  - Cancellation in 48 hours before arrival: 25% refund of points
  - Cancellation in 24 hours before arrival: No refund
  - No show: No refund
- Processing of redemption requests for hotel stays will take 4 working days and will be subject to availability. In case of merchandise, a member must allow 2 weeks for processing the request.
- Accommodation is subject to capacity controls, which may limit the availability of rooms offered at participating hotels. Please note that hotel stays cannot be availed during the blackout dates. Decision of blackout dates is at the discretion of Lemon Tree Hotels.
- All taxes and applicable incidental expenditures will be borne by the member unless mentioned otherwise.
- Free room nights cannot be combined with special offers/packages.
- Points cannot be redeemed for special offers/packages.
- Room nights can only be redeemed for base room category. No requests of partial payment for higher room category are possible.
- The Lemon Tree Hotels will not meet the cost of any tax, which may be levied on stay rewards in this program. This is the sole responsibility of the recipient.
- In case of holidays at Lemon Tree Hotels as rewards, the member will bear all travel and associated costs. In addition, meals or any other service not specifically mentioned as being complimentary will be chargeable. Please refer to the rewards section in the website for the rewards list.
- All rewards are subject to availability and supplier restrictions. Lemon Tree may, without notice, withdraw or substitute any reward for another reward of comparable value and nature. In case the exact model of the merchandise mentioned in the rewards section of the website is not available at the time of redemption, The Lemon Tree Hotels will intimate the member of the status, and offer an alternate model of the product to the member.
- Participating Lemon Tree Hotels and reward classification may change at any time without notice, at the sole discretion of The Lemon Tree Hotels. Please refer to the Lemon Tree rewards section in the website for a complete listing of the rewards classification.
- Valid holiday redemption documents must be submitted at the concerned Lemon Tree Hotel at the time of check-in.
- Redeemed rewards once issued/delivered will not be changed and the member will not be entitled to any refund or credit for the points redeemed.
- Redemption rewards cannot be exchanged for cash, points or any other form of goods or services except for the listed gifts on the rewards section of the website.

- No credit or substitutions will be given for any rewards that are only partially used.

## **Promotions**

- Promotions and special offers are at the sole discretion of Lemon Tree Hotels. They can be withdrawn or altered without prior notice.
- Web booking bonus
  - Reservations made on [www.lemontreehotels.com](http://www.lemontreehotels.com) for stays at participating hotels will be eligible for 1000 bonus points on the materialization of the stay.
  - This offer cannot be clubbed with any other offer or promotion.
  - This promotion can be discontinued at any point without prior notice. Continuation of the promotion and its governance will be at the sole discretion of Lemon Tree Hotels.
  - Guests who are not currently members of the Lemon Tree Smiles will be entitled to the bonus points only after enrolling into the program. The guest will be eligible for the points only if enrolment to the program is completed before materialization of the stay against which the bonus points are available. Bonus points will be allotted subject to the reservation confirmation number being quoted at the time of enrolment