



TUI International Holiday (Malaysia) Sdn. Bhd.

Booking Terms and Conditions (Version 1.3 – 29/10/2021)

With TUI you can now book your whole holiday or just the bits that suit you – for example accommodation, tours and activities, transfers, accommodation, car hire, packages flight+hotel and any of the other products as add on or a combination of the various individual services.

Depending on which combination of products you choose to book, your terms and conditions will vary.

The following details the different types of products available and the applicable terms and conditions:

TUI Package Holiday

This product offers you combinations of TUI hotels and TUI Airways flights at an inclusive price. This product enjoys the protection of the Package Travel, Package Travel and Linked Arrangements Regulations 2018, as well as other benefits, such as hand-picked accommodation.

Hotel Only

This product offers you a great selection of Hotels from a wide range of countries at competitive prices. As this is a single component, the protection of the Package Travel, Package Travel and Linked Arrangements Regulations 2018 do not apply.

Tours and activities, transfers, accommodation, car hire only

Please note, that in case you don't book a package, but single products, we are just acting as an agent for the respective provider. Therefore, the terms and conditions of the respective provider are applying.

As these are single components, the protection of the Package Travel, Package Travel and Linked Arrangements Regulations 2018 do not apply.

Denial of Carriage or other Services

It is possible, that you are excluded from some services due to circumstances due to your prior conduct or actions in your sphere / your prior behaviour. We as well as our suppliers are not assuming any liability for such denial or any cost or compensation that may be suffered due to such denial.



TUI International Holiday (Malaysia) Sdn. Bhd.

Package Bookings

Our Agreement for Package Holidays

We are TUI International Holiday (Malaysia) Sdn. Bhd, Company Registration Number (1255781-T), License Number KPK/LN: 9082, our Registered Office is at A-38-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia, and our Agreement sets out what we can expect from each other when you buy a holiday from us.

Booking Your Holiday

When you book your holiday, you are accepting Our Agreement on behalf of everyone travelling with you. We will only deal with you, the lead name, and you must be an adult when you book. Anyone aged under 18 on your holiday must be accompanied by an adult.

When we say “you” and “your” we mean you, as the lead name, or you and everyone travelling, depending on the context.

Our Agreement, the conditions of carriage of the airline and the provisions of international conventions (including the Warsaw, Montreal and Athens conventions) that apply to travel by air, land or sea. Please ask for a copy of any conditions applicable. Our Agreement along with the relevant details in the booking confirmation is the entire agreement between us for your holiday.

Our Agreement is made under the laws of Malaysia and in accordance with the EU Package Travel Directive.

Providing Information

You must ensure all information you give is correct. We’ll use the personal data you give us in line with our Privacy Notice and the applicable laws. You must pass on any information we give you to everyone travelling. You must comply with all passport, visa and other immigration requirements. Please inform yourself about possible entry regulations in the country of your destination. Your passport and travel documents must be in good condition – you may be refused travel if they are damaged. If you are not selfreliant or have reduced mobility (like finding it hard to walk 500 meters) you must tell us before you book and if this changes tell us at least 48 hours before your holiday.

The Price You Pay

When you book your holiday, you must pay immediately via our website.

When you book your holiday, we’ll send your booking confirmation within 3 days via email. It is important to check the details on your Booking Confirmation when you get it, or if booking late at the time of booking, that all the details are exactly as you requested. In the event of any discrepancy, please contact us immediately as it may not be possible to make changes or corrections later. Mistakes can happen, so if any price on your booking confirmation, our

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website or our booking systems is obviously wrong, a booking made based on that price won't be valid, we can cancel it and refund you unless you want to pay the correct price.

If your holiday price changes because of movement in the relevant exchange rates, taxes or fees charged by someone else including tourist or landing taxes, port or airport fees or the cost of transport fuel or other power sources we can charge you that increase or refund to you a decrease (less our administrative expenses) providing it doesn't happen within 20 days before the start of your holiday. If we need to do this, we'll forward an amended invoice to you showing the changes made along with a detailed explanation.

We'll absorb any increase of 2% or less of your holiday price, so we won't pass on any increase below that level, similarly we won't refund a cost decrease of less than 2% of your holiday price.

If the increase is more than 8% of the holiday price, you may cancel your holiday within 14 days of us telling you about the increase and we'll refund your holiday price except any amendment charges; and the increase will be considered a major change, see below.

Before Your Holiday

If You Change Your Holiday

Sometimes you can make changes to your holiday. The table below shows the administration fees that we charge for amendments. Except where we treat your change as a cancellation, you do not have to pay the fee if the new holiday is more expensive. Instead you will need to pay the difference in price.

Airlines or other transport providers can charge a fee for a change and sometimes treat a change as a cancellation. Fees can be up to 100% of the price for that part of your holiday. You must pay those fees as well as the amendment fee shown below.

When making changes, the price of your new travel arrangements will be based on the price that applies on the day you make the change. Please note there won't be any reduction in the price you pay, even if your new travel arrangements are cheaper than your original booking.

If your change means fewer adults travel, and your holiday price is based upon the number of adults, we'll recalculate the total price and the price per person may go up. This extra price isn't a termination fee. You will also need to pay the appropriate proportion of the termination fee for the adult who has cancelled. See "If you Cancel Your Holiday".

Some elements of your holiday, such as excursions, transfers, children's activities, flight or accommodation options, room/board upgrades, late check-out rooms, theme park tickets, and airport parking, may be non-refundable.

You may transfer your holiday to someone else if you give us at least 7 days' notice in writing or by email and the new lead name accepts the transfer and the terms of Our Agreement – insurance can't be transferred. You will be responsible, together with the new lead name, for our amendment fees and any costs as a result of the change.

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TUI Admin Fees	Cancellation with Refund	Name Typing Error Correction	Change Booking (as a whole or elements)
Per	Per Traveller of Booking, per Refund	Per Traveller Affected	Per Traveller of Booking
GBP	25	25	25

If You Cancel Your Holiday

To cancel your holiday, you must tell us as soon as possible. If you booked using a travel agency, that agency must tell us. When your holiday has been cancelled you will receive a cancellation invoice.

You must pay a cancellation fee for your holiday products which are clearly indicated during the booking process (and before your final booking) and on your booking confirmation.

In addition, following cancellation administration (Admin) fees will apply:

TUI Admin Fees	Cancellation with Refund	Name Typing Error Correction	Change Booking (as a whole or elements)
Per	Per Traveller of Booking, per Refund	Per Traveller Affected	Per Traveller of Booking
GBP	25	25	25

Your deposit is non-refundable, even if the termination fee is lower than the deposit. We may not be able to refund elements of your holiday if they are added extras.

If We Cancel Your Holiday

If we cancel your holiday, except where it's because you haven't paid or you have been disruptive, you can have a refund or accept a replacement holiday from us of a similar standard and price if we can offer you one. We'll refund the difference if the replacement holiday is of a lower price.

If We Change Your Holiday

We aim to give you what we promise but, as we plan our holidays a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your holiday if there's time.

Flight times given are for guidance only – your actual times will be shown on your eticket. Check that carefully when you receive it. Aircraft type can change and some facilities such as entertainment or advertised seat pitch may not be available. If we can't provide a seat option, we'll refund the price you paid for that option.



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Occasionally, we may have to make a major change to your holiday such as a change of destination, a change of accommodation to a lower category, a change in flight time by more than 12 hours or a change of departure airport. A change in flight time that we need to make within 24 hours before you are due to fly is not a major change unless the time changes by more than 24 hours.

If we tell you about a major change after you book your holiday, you can accept the new arrangements offered by us; or accept a replacement holiday from us of the same or similar standard and price at the date of the change, if we are able to offer you one; or cancel your holiday with us and receive a full refund.

Events Beyond Our Control

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, any failure to secure relevant flying rights, natural or nuclear disasters, fire, health risks, unavoidable and unforeseeable technical problems with transport, closed or congested airports or ports, actual or potential severe weather conditions, the imposition of sanctions or other Governmental action and any other similar events.

On Your Holiday

Behaviour

Only you can use your accommodation. You must not let anyone else stay there. You are responsible for any damage to your accommodation or its contents during your holiday.

We can refuse to accept you on your holiday or continue dealing with you if we, or someone in authority, believe your behaviour (by any form of communication or in person) is disruptive. The Captain of your aircraft or ship can restrict your movements on board or remove you.

If you are disruptive and stopped from boarding your flight from your origin, or disruptive during your flight, we'll treat your booking as cancelled by you at that moment. If you are disruptive on your holiday, we can remove you from your accommodation and you will be responsible for your own return home and for any other members of your group who cannot or will not travel without you. You will not be entitled to a refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs, and expenses (including legal expenses) incurred as a result. This can include cleaning, repairing, or replacing property lost, damaged or destroyed by you, compensating any passenger, crew, staff or agent affected by your actions and diverting the aircraft or ship for the purpose of removing you.

Disruptive behaviour includes being threatening or abusive, damaging property, upsetting, annoying, or disturbing any other traveler, our staff or agents or putting any of them in danger.



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Excursions

We may introduce you to suppliers of excursions or other services. If you buy one of these, you'll be contracting with the supplier directly, we act only as an agent and have no liability for the performance of that contract. Our Agreement doesn't apply to any contract for excursions or other services.

If Things Go Wrong on Your Holiday

You benefit from the rights applying to packages under The Package Travel and Linked Travel Arrangements Regulations 2018. We are responsible for all the travel services included in your holiday. If any of them isn't provided as we agreed, we'll pay you compensation, if appropriate, unless it's due to an event beyond our control (see 'Events

Beyond Our Control'), is your fault or is caused by a third-party

If you are in difficulty on your holiday, we will help by providing information on health services, local authorities, and consular assistance. We'll help you make phone calls, send emails, or make alternative travel arrangements. You must pay any costs we incur if the difficulty is your fault.

If You Have A Complaint

It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If you're still not satisfied contact our Customer Support within 28 days of coming home so we can investigate properly. Contact details are as follows:

Customer Care:

Email: customercare.qatarairwaysholidays@tui.com

Tel.: +44 1542280208

Monday – Saturday (not including public holidays)

08:00 am - 18:00 UTC+1

Personal Injury

Your holiday is made up from services provided by suppliers who follow local standards. Overseas safety standards are generally lower than in the UK.

If anyone travelling suffers injury, illness or death because of the services provided as part of your holiday, you must tell us and the supplier involved about it and complete a report at the time. After your holiday you can contact Customer Support. It must be no more than 3 months after you come home so we can investigate properly.

Customer Care:

Email: customer.qatarairwaysholidays@tui.com

Tel.: +44 1542280208

Monday – Saturday (not including public holidays)

08:00 am - 18:00 UTC+1

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Protecting Your Money

We provide security for the money you pay for your holiday and to bring you home if we become insolvent. If your holiday includes a flight, we do this by way of an ATOL (number 11852) managed by the Civil Aviation Authority, Gatwick Airport South, RH6 0YR.

We've tried to write Our Agreement clearly. Unfortunately, rules make us include the next three paragraphs exactly as they're written.

Your Financial Protection. When you buy an ATOL protected flight inclusive package from us you will receive an ATOL Certificate. This lists what is financially protected, where you can get information on what this means for you and who to contact if things go wrong.

We, or the suppliers identified on your ATOL Certificate, will provide you with the services listed on the ATOL Certificate (or a suitable alternative). In some cases, where neither we nor the supplier are able to do so for reasons of insolvency, an alternative ATOL holder may provide you with the services you have bought or a suitable alternative (at no extra cost to you). You agree to accept that in those circumstances the alternative ATOL holder will perform those obligations and you agree to pay any money outstanding to be paid by you under your contract to that alternative ATOL holder. However, you also agree that in some cases it will not be possible to appoint an alternative ATOL holder, in which case you will be entitled to make a claim under the ATOL scheme (or your credit card issuer where applicable).

If we, or the suppliers identified on your ATOL certificate, are unable to provide the services listed (or a suitable alternative, through an alternative ATOL holder or otherwise) for reasons of insolvency, the Trustees of the Air Travel Trust may make a payment to (or confer a benefit on) you under the ATOL scheme. You agree that in return for such a payment or benefit you assign absolutely to those Trustees any claims which you have or may have arising out of or relating to the non-provision of the services, including any claim against us, the travel agent (or your credit card issuer where applicable). You also agree that any such claims may be re-assigned to another body, if that other body has paid sums you have claimed under the ATOL scheme.

All money you pay to a travel agent for your holiday is held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust at all times but subject to the agent's obligation to pay it to us for so long as we do not fail. If we do fail, any money held at that time by the agent, or subsequently accepted from you by the agent, is and continues to be held by that agent on behalf of and for the benefit of the Trustees of the Air Travel Trust without any obligation to pay that money to us.

ATOL Certificate

“All the flight-inclusive holidays on this website are financially protected by the ATOL scheme under TUI International Holiday (Malaysia) Sdn. Bhd. ATOL number 11852. When you pay you will be supplied with an ATOL Certificate. Please ask for it and check to ensure that everything you booked (flights, hotels and other services) is listed on it. If you do receive an ATOL Certificate but all the parts of your trip are not listed on it, those parts will not be ATOL protected. If you do not receive an ATOL Certificate then the booking will not be ATOL protected. Please see our booking conditions for information, or for more information about financial protection and the ATOL

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Certificate go to: www.caa.co.uk. ATOL protection does not apply to the other holiday and travel services listed on this website.

In relation to ATOL Certificates, the Lead Customer will receive an email including a secure clickthrough link to their ATOL Certificate shortly after booking payment has been completed. In the unlikely event that the Lead Customer has not received the ATOL Certificate email within 48 hours of completing their booking payment the Lead Customer should contact our customer service.

Hotel only Bookings

Our agreement for your accommodation booking

We are TUI International Holiday (Malaysia) Sdn. Bhd, Company Registration Number(1255781-T), License Number KPK/LN: 9082, our Registered Office is at A-38-11, Menara UOA Bangsar, 5 Jalan Bangsar Utama 1, Taman Bangsar, 59100 Kuala Lumpur, WP Kuala Lumpur, Malaysia and Our Agreement sets out what we can expect from each other when you buy a Hotel Only accommodation from us.

Booking your Hotel Only

When you book your Hotel Only services you are accepting Our Agreement on behalf of everyone travelling.

The “Hotel Only” services include any hotel ore resort accommodation, bungalow, apartment rental and any other accommodation services on offer on our website with no linked travel arrangement (including, without limitation, flights, car hire, coach, train, transfer services, tour, excursion, or any other tourist service of a significant value) or which aren’t part of a package holiday.

When we say “you” and “your” we mean you, as the lead name, or you and another guest mentioned on your booking, depending on the context.

We will only deal with you, the lead name, and you must be an adult when you book. Anyone under 18 on your booking must be accompanied by an adult.

Our Agreement, includes the provisions of any applicable laws or regulations that apply to your booking. Please ask for a copy of any of the conditions applicable. Our Agreement, and the details of your accommodation in the booking confirmation, forms the entire agreement between us for your accommodation.

Our Agreement is made under the laws of Malaysia and you submit to the exclusive jurisdiction of those courts. You can choose the law and jurisdiction of another country but only if you live there and those laws are mandatory.

Providing Information

You must ensure all information you give is correct and tell us if any of it changes. By providing other people’s personal data, you must be sure that they agree to share their data with us. All details provided by you will be used in accordance with our Privacy Notice.



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In application of the regulations in certain countries, you and anyone on your booking may be asked at the time of your check-in to provide a copy of your passport and to fill out a police registration card.

If you give us your email address, we'll contact you that way but you may still have to contact us via our call center.

You must pass on any important safety and travel information we give you to everyone on your booking.

If you are not self-reliant or have reduced mobility (such as finding it hard to walk 500 meters) you must tell us before you book and if this changes the hotelier at least 48 hours before your accommodation.

You must comply with all passport, visa and other immigration requirements. Your passport and travel documents must be in good condition; you may be refused to checkin if they are damaged or have been tampered with.

The Price You Pay

You will be required to pay in full your booking fees at the time you book your accommodation with us. If payment is not received, we reserve the right to treat your booking as cancelled and we may charge you the applicable cancellation fees.

When you book your accommodation, we will send you your booking confirmation within 3 days. Mistakes can happen, so if any price on your booking confirmation, our website or our booking systems is obviously wrong, a booking made based on that price won't be valid, we can cancel it and refund you unless you want to pay the correct price.

The local authorities in certain countries may impose additional taxes (e.g. tourist tax), which generally have to be paid locally. You are responsible for paying such additional taxes.

Before your stay

Sometimes you can make changes to your booking. The table below shows the administration fee that we charge for each element of your booking we let you change.

Some of our hotelier or accommodation providers can treat changes as a cancellation and charge a fee, up to 100% of the price. You must pay those fees.

When making changes, the price of your new accommodation will be based on the price that applies on the day you make the change.

Some changes, such as check-in at later date than planned or which lower the price of your accommodation, will be treated as a cancellation and you will need to pay a cancellation fee which will clearly be indicated during the booking process (and before your final booking) and on your booking confirmation.

If your change means that fewer guests will be on your booking and your accommodation is priced based upon how many guests are travelling, we will recalculate the total price and the price per person may go up. This extra price isn't a termination fee. You will also need to pay the appropriate proportion of the cancellation fee for the adult who has

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cancelled which will clearly be indicated during the booking process (and before your final booking) and on your booking confirmation.

You can't change some elements of your accommodation such as room/board upgrades and late checkout rooms.

TUI Admin Fees	Cancellation with Refund	Name Typing Error Correction	Change Booking (as a whole or elements)
Per	Per Traveller of Booking, per Refund	Per Traveller Affected	Per Traveller of Booking
GBP	25	25	25

Please note there won't be any reduction in the price you pay, even if your new accommodation is cheaper than the original booking.

If You Cancel Your Booking

To cancel your booking or guests listed on your booking, please tell us as soon as possible. When your booking has been cancelled you will receive a cancellation invoice.

You must pay a cancellation fee for your holiday products which are clearly indicated during the booking process (and before your final booking) and on your booking confirmation. In addition, following cancellation Admin fees will apply:

TUI Admin Fees	Cancellation with Refund	Name Typing Error Correction	Change Booking (as a whole or elements)
Per	Per Traveller of Booking, per Refund	Per Traveller Affected	Per Traveller of Booking
GBP	25	25	25

We may not be able to refund elements of your booking if they are added extras.

If we cancel your booking

If we cancel your booking, except where it's because you haven't paid, you can cancel your booking and have a full refund or accept a replacement accommodation from us of a similar standard and price if we can offer you one. We will refund the difference if the replacement accommodation is of a lower price.

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If we Change Your Accommodation

We aim to give you what we promise but, as our accommodation are planned a long time in advance, sometimes things can change. We can make a change at any time but will let you know before your stay if there's time.

Occasionally, we may have to make a major change to your accommodation. If we tell you about a major change after you book your accommodation, you can:

- accept a replacement accommodation from us of the same or similar standard and price at the date of the change, if we are able to offer you one; or
- cancel your booking and receive a full refund.

Events Beyond Our Control

Examples of events beyond our control are: war, threat of war, riots, civil disturbances, terrorist activity or its consequences, industrial disputes, natural or nuclear disasters, fire, health risks, actual or potential severe weather conditions, the imposition of sanctions or other governmental action and any other similar events.

During your stay

Pets

Some of our suppliers may accept certain pets provided that they are kept on a leash in public areas (to check if a supplier accepts pets or not, you should contact us via our call centre). For reasons of hygiene, pets are not allowed in dining rooms save for accredited guide dog and assistance dog.

Behaviour

Only you can use your accommodation. No-one else can stay there. You are responsible for any damage to your accommodation or its contents during your stay.

We can refuse to accept you or continue dealing with you if we, or another person in authority, believe your behaviour (by any form of communication or in person) is disruptive.

If you are disruptive on your stay we can remove you from your accommodation. You will not be entitled to any refund in either case and we will not provide compensation or meet any costs or expenses.

If you are disruptive you will be responsible for any damages, costs and expenses (including legal expenses) incurred as a result, including for example cleaning, repairing or replacing property lost, damaged or destroyed by you, compensating any guest, members of staff or agent affected by your actions.

Disruptive behaviour includes being threatening or abusive, damaging property, upsetting, annoying or disturbing any guest, members of staff or agents or putting any of them in danger.



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If things go wrong during your stay

If you are in difficulty on your stay we will help by providing information on health services, local authorities and consular assistance and helping you to make phone calls, send emails or find alternative accommodation. You be responsible for any costs we incur if the difficulty is your fault.

If you have a compliant

It is very rare for things to go wrong. If they do, you must tell the supplier in question (e.g. the hotel) and our representative straight away so they can solve the issue. If you`re still not satisfied contact our Customer Care. Their contact details are

Customer Care:

Email: customercare.qatarairwaysholidays@tui.com

Tel.: +44 1542280208

Monday – Saturday (not including public holidays)

08:00 am - 18:00 UTC+1

Personal Injury

Your accommodation is provided by suppliers who follow local standards. If anyone travelling suffers injury, illness or death while you are staying at the accommodation that we have booked for you, you must tell us and the supplier involved about it and complete a report at the time. Whilst we have no direct control over the way our suppliers maintain and operate their properties, we may still need to investigate this matter.

After your stay you can contact Customer Support. It must be no more than three months after you come home so we can investigate properly. Their contact details are

Customer Care:

Email: customercare.qatarairwaysholidays@tui.com

Tel.: +44 1542280208

Monday – Saturday (not including public holidays)

08:00 am - 18:00 UTC+1

Earning Qmiles

The customer making the booking (“Who makes the booking?”) can earn Qmiles for their Qatar Airways Privilege Club account for the booking under the following conditions as well as the applicable Qatar Airways Privilege Club Terms & Conditions at <https://www.qatarairways.com/en/Privilege-Club/terms-and-conditions.html>.

Earnable Qmiles shown at the time of booking on our website are indicative based on the value of the selected products. Later changes of the booking which change the value of the booking will change earnable Qmiles accordingly (in percent) and the final Qmiles will be determined once your trip/booked products were completed, and the booking has been paid for in full. In the event of refunds after completion of your trip/products, such will lower the earnable Qmiles or deducted from your Qatar Airways Privilege Club account in case Qmiles had been credited already prior.

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Qmiles cannot be earned for

- lost, refunded, forfeited, unused or expired bookings, tickets, vouchers, or products
- bookings cancelled by customer
- bookings cancelled by TUI due to a Force Majeure event
- purchases not from TUI but to another party directly, e.g. excess baggage charges paid to the airline, extras or upgrades at the accommodation

Qmiles will be credited between 4 to 8 weeks after completion once your booked trip/products were completed.

You are responsible for ensuring that any Qmiles have been properly credited to your Account. You can check your statement online at qmiles.com.

If Qmiles have not been credited to your account, you may submit a claim for the missing Qmiles to TUI's Customer Service. You must submit your claim within six (6) months of the completion date of your booked trip/products. If the claim is valid, it may take 4 to 8 weeks for Qmiles to be credited to your Qatar Airways Privilege Club account.

Please see and note further the applicable Qatar Airways Privilege Club Terms & Conditions at <https://www.qatarairways.com/en/Privilege-Club/terms-and-conditions.html>. In case of inconsistencies between these T&Cs and the Qatar Airways Privilege Club Terms & Conditions, the provisions in these Terms & Conditions shall prevail.

Modifications of the terms and conditions

These terms of Our Agreement may be varied at any time by TUI at its own discretion. In this case, the new terms of Our Agreement will be available on our website, send to you via email and will automatically apply to you with immediate effect, except for if you booked your accommodation with us before the date of publication of the new terms, in which case the previous accepted version of Our Agreement remain applicable.