

LUX* Resorts & Hotels Notices

This document outlines the applicable notices governing the use of the LUX* Resorts & Hotels and affiliated websites.

It consists of:

- 1. Legal Notice**
- 2. Privacy Policy**
- 3. Terms & Conditions**

Please read these terms carefully before using this site

LUX* Resorts Legal Notices

These materials are provided by LUX*, LUX Hospitality Ltd, its subsidiaries, affiliates and related entities ("LUX*") as a service to its customers and may be used for informational purposes only. By using this site, you agree to these terms. If you do not agree to these terms, please do not use this site.

- **Trademark Notice**

This Web site contains the LUX * Resorts trademark and other valuable trademarks owned by LUX* to distinguish its services and wares. These trademarks and related proprietary property are protected from copying and simulation under national and international laws and may not be reproduced, copied or otherwise used without the express prior written permission of LUX*. Other trademarks not owned by LUX* and referenced on this Web site are the property of their respective owners.

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- General Notice

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- Communications

With respect to all communications made to LUX* including, without limitation, feedback, questions, comments and suggestions ("Communications"): (a) no right of confidentiality shall apply to Communications and LUX* shall have no obligation to protect Communications from disclosure; (b) LUX* shall be free to reproduce, use, disclose and distribute Communications to others; and (c) LUX* shall be free to use any ideas, concepts, know-how or techniques contained in Communications for any purpose whatsoever, including, without limitation, the development, production and marketing of products and services that incorporate such information.

Please use Internet E-Mail only to send us non-confidential notes. Do not include confidential personal or private information. For your protection, our responses will not include any confidential information. Please do not use Internet E-Mail to send us transaction instructions. Customers who choose to send Internet E-Mail messages to LUX* that contain confidential, private or personal information do so entirely at their own risk

LUX* Resorts Privacy Policy:

LUX* Hotels and Resorts takes the issue of safeguarding your privacy very seriously. We have created this Privacy Policy in order to better familiarize you with the information we collect from hotel guests, (collectively referred to as "Guests ") and web site visitors, and the way in which LUX* uses this information to better serve the needs of our guests.

- What is Personal Information?

The term "Personal Information" refers to any information that can be used to identify you as an individual. It can include, among other things, your name, address, age, gender, personal financial history and social insurance or social security number.

- Why is Personal Information Collected?

1. To Provide Superior Customer Service to our Guests

Personal Information is collected to assist us in making your reservation and providing the services you request at any of our properties, to ensure we meet your needs while you are staying with us and/or to allow us to contact you in relation to matters that arise from your stay with us. By keeping certain stay related Personal Information on file, such as information regarding guest history and itemized spending, guests of LUX* have the ability to confirm prior transactions and reconcile statements or invoices.

2. To Keep Our Guests and Owners Informed

We may use the Personal Information you provide to send you newsletters regarding our properties and to advise you of promotions or to inform you of offers or other information that may be of interest to you. In order to do this, your information may be shared with a third party, including a customer relationship management company and/or a marketing and communications company. These companies are under contract with LUX* and contractually required to protect all guest information to which they have access. If you do not wish to receive information from LUX* Hotels and Resorts you may indicate your wishes on your registration card when you stay with us or you may advise one of our hotels or send an e-mail to: communications@luxresorts.com

3. For Marketing Research

Finally, we may wish to contact Guests to conduct surveys or focus groups to receive your views of our properties and service delivery. Such information may be collected by a third party under contract with us and they will be contractually required to protect your Personal Information as explained below. Occasionally we will combine information from a number of Guests to better understand trends and Guest expectations. When this occurs, all identifiers are removed and the aggregate information cannot be linked to any specific Guests.

- How is Personal Information Collected?

1. On Our Web Site

A. While Browsing Our Web Site

While in the process of browsing our web site, you also provide us with information that does not reveal your personal identity - what type of destination you're seeking information about, for example. We use this aggregated, anonymous data mainly for editorial purposes, but we do not connect it to any Personal Information, such as your name or address.

While you explore our web site for the information that interests you, you may wish to put in a specific "Information Request" about one of our hotels or resorts, or you may wish to participate in one of our on-line surveys or promotions. To respond to this request or to participate in our various programs, we may ask you for Personal Information, such as your name, zip/postal code, e-mail address, and phone number.

In the event you choose to provide us with this information, we will only use it for the purpose we have specified to you. We will only e-mail you if you want us to, and you can choose a number of alternate methods by which to receive a reply to a request. Your transmittal of your personal data shall constitute your acknowledgment and agreement to the terms and conditions contained in this Privacy Policy. If you are uncomfortable providing this information over the Internet, you can always call our Reservations Office for more details.

If you wish, you may also submit your e-mail address in order to be placed on a subscription list or to receive other information. You will be placed on these lists only when you indicate your desire to be included. In deciding whether or not to join such lists, please note that they are only used for internal purposes - we do not sell or rent our lists to anyone. In the event you choose to join one of our lists, you may ask to be removed from the list at any time. Visitors will always have the ability to accept or decline any form of communication from LUX*.

B. Making a Purchase on Our Web Site

When making a purchase, such as a gift card, you will be asked to complete a form that includes your contact information and payment information. The form is secure (see below).

When the form is complete, your credit card number will be verified using a checking

sequence, and once this is confirmed we authorize payment for the amount shown on your order form. Once your transaction is confirmed you will see a 'Thank You' screen, and if you requested an e-mail confirmation it will be sent within a few moments. Again, due to the personal nature of the information you give when making a purchase through our web site, the form is secure, such that your credit card number is protected with the most sophisticated encryption technology available and is transmitted on a private network. Purchasing transactions are assisted by third party processors in Canada who are required by contract with us to protect the privacy of your Personal Information.

We retain a log file of transactions at our web site, excluding your credit card number, connected to your ID number. We will then use that information to assist in any inquiries about your transaction. We also occasionally combine information from a number of web visitors in a way that does not identify any user, in order to identify user patterns.

2. When Making a Reservation

On Our Web Site

If you decide that you would like to make a reservation at any of our hotels or resorts, you will be linked to our reservation service site. Although it appears to be part of our site, the reservation site is, in fact, provided by Sabre Hospitality Solutions which provides an automated reservations and distribution system to the travel industry. We pass your computer ID number on to Sabre, but they are unfamiliar with you. You can search for rates and availability at our hotels and resorts without providing any Personal Information.

Visitors to Luxresorts.com who elect to make reservations online will be required to complete a reservation profile the first time they make a reservation. When you create a reservation profile you will be asked to provide specific Personal Information, including your name, address and contact information, as well as certain guarantee and deposit information to secure your reservation, such as your credit card number. Your transmittal of your Personal Information shall constitute your acknowledgment and agreement to the terms and conditions contained in this Privacy Policy.

Your credit card number will be verified using a checking sequence, but we do not authorize any payments at this point. Once your reservation is confirmed, LUX* will be sent all of the

reservation information. From this point the information is sent to the selected hotel in exactly the same way as if you called us directly or if your travel agent made the reservation

Due to the personal nature of the information you give when making a reservation through our web site, the reservation system is secure, such that your credit card number is protected with the most sophisticated encryption technology available and is transmitted on a private network.

We also receive a copy of the reservation profile at our web site excluding your credit card number connected to your ID number. We will then use that information to create a log in our web site database.

We also occasionally combine information from a number of web visitors in a way that does not identify any user, in order to identify user patterns.

3. During your stay at a Hotel or Resort

During your stay, we record your itemized spending to properly assemble your folio, which sets out your room rate and other expenses billed to your room. We also record this information to comply with financial reporting requirements, including those imposed by our auditors and government regulators. We may also collect certain information as required by local laws (e.g. passport number). Information particular to your stay may also be stored (i.e. health issues, payment difficulties, special requests, service issues). This stay specific information is stored in the property management system at the particular hotel where you stayed and is combined with information from previous visits that you have made to that hotel. Certain information regarding your service preferences may be made available to other LUX* properties through the LUX* guest history database. You may advise the Hotel if you do not want personal preferences shared.

In addition, we may retain the content of any document (including letters, comment cards, electronic documents such as e-mails and other similar forms of communication) that you send us before, during or following your stay. This information may be shared with employees of the hotel but will not be shared with any third party.

How do we store personal information?

1. At the Hotel or Resort

Each hotel goes to great measures to ensure that all Personal Information is kept in a secure location, be it a database or filing cabinet. Furthermore, we take steps to ensure that only designated individuals have access to this information.

2. In Our Guest Reservation System – Synexis – Managed by Sabre Hospitality Solutions

In order to serve you better we also store certain guest information in our Guest Reservation System which is a secure customer database stored on their dedicated server located in United States of America.

The stored information includes guest name, address, phone numbers and credit card number. We may also store certain information regarding your service preferences. When you make a reservation at another LUX* property, this information is sent to that hotel or resort.

We also store other transaction information in Opera, including the number of stays you have had at properties managed by LUX* and the number of nights of each stay. This information may be available to another LUX* property when you make a reservation at that property, in order to serve you better.

3. In Our Marketing Database

LUX* maintains a database of Guest information which is used for marketing, promotion and research purposes. Guests only receive such information if they have provided permission on their Hotel registration form, on the LUX* web site, or in some other form. Any information sent provides a clear notice of how to discontinue receiving promotional materials.

- What information is not secure?

When you log-in to complete or modify a Booking Profile, Guest Service Profile, your online interaction with us is protected from eavesdropping using the highest level encryption technology based on the browser you use. In order to ensure your privacy and the protection of information you choose to share with us, we allow only encrypted communications from all of our web forms.

It is important to note that any e-mail communication is not secure. This is a risk inherent in the

use of e-mail. Please be aware of this when requesting information or sending forms to us by e-mail (for example, from the Contact Us section of our web site). We recommend that you do not include any confidential information (i.e. credit card information) when using e-mail. For your protection, our e-mail responses to you will not include any confidential information.

Finally, to be prudent, please be sure to always close your browsers when you are done using a form or the reservation site. Although the session will terminate after a short period of inactivity, it is best to close your browsers immediately upon completion, since while you are logged on it is easier for someone to attempt to get access to your profile.

- If I have created a Guest Profile, how is my Personal Information treated?

If you are invited and elect to create a Guest Profile, on our web site, you will be asked to furnish specific Personal Information.. When you provide information, including revised information to your Guest Profile, we may use the information you provide to update other databases maintained by us.

By completing your Guest Profile you are considered to have provided consent to share your Personal Information within LUX* in accordance with this Privacy Policy.

- What information may be exchanged between hotels?

Information is shared between certified data privacy personnel at individual LUX* hotels in certain limited circumstances, particularly where health or safety concerns have arisen in the past. Preference information may also be shared to enhance your hotel experience.

Further, if a guest does not pay the outstanding account on time, or acts in an unlawful manner in regards to payment obligations, this information may be shared among accounting personnel at LUX* properties.

- What Personal Information may be provided to third parties?

Agents, contractors or third party service providers of LUX* may receive your Personal Information in the course of providing services to LUX* to better serve your needs as a Guest. Using contractual or other arrangements, LUX* ensures these parties protect your Personal Information in a manner consistent with the principles articulated in this Privacy Policy.

Personal information is shared with third party residential property developers as set out above. The particular developer's website can be consulted for the developer's policy on the collection, storage and use of such information.

We will only share Personal Information about you outside LUX* Hotels and Resorts without your consent, where: (a) it is required or authorized by law (for example, in response to a legal subpoena); (b) it is required to provide you with services you have requested in which case you will be considered to have implied your consent (i.e. car rental); (c) if your stay has been paid for by a third party we will provide billing information to the paying party; (d) if you have failed to pay amounts owed to a property.

If LUX* Hotels and Resorts suspects any unlawful activity is taking place, it may investigate and/or report its findings or suspicions to the police or other relevant law enforcement agency.

- How do I access my Personal Information?

We understand that you may like to know what Personal Information we hold about you. We are happy to assist you with your request. To protect your Personal Information, however, we require that you prove your identity to us at the time your request is made. You may make a request to the General Manager at the Hotel where you stayed or to our LUX* Resorts Communication department as set out below.

When you make a request in person, we will require you to produce some form of photo identification such as a passport or a driver's license and you will be asked to sign a request form.

Where you make a request by other means, we require the request be made in writing via fax or letter including a copy of a government issued identification and signature. We also require home and business addresses and phone numbers so we can check them with our files and satisfy ourselves as to your identity.

The above information is required to create an audit trail of how the request has been handled. Where a request is made, any correspondence or application may be kept and added to your Personal Information.

LUX* reserves the right to decline access to your Personal Information under certain circumstances. If your Personal Information will not be disclosed, you will be provided with the reasons for this non-disclosure.

- How do I Revise my Personal Information?

If at any time you wish to update or access your Personal Information, you can do so by contacting our Communication Department:

- via e-mail at communications@luxresorts.com
- via fax at + 230 697 7373n

Or you may visit our web site at www.luxresorts.com

- How long is my Personal Information retained?

Your Personal Information will be stored for the period of time required by law in the jurisdiction of any hotel holding the information. It may be stored indefinitely by LUX* as long as there is a business purpose for doing so. From time to time we may delete your Personal Information if you have not stayed with us in a number of years.

- How will I know if there are changes to this Policy?

If we decide to make significant changes our Privacy Policy, we will post those changes on our web site (www.luxresorts.com) so you are always aware of how we treat Personal Information. Minor changes may be made and posted in a revised policy. Changes of use will not apply retroactively to Personal Information for which you have given explicit consent, which was acquired before the change to the Privacy Policy except as may be required by law. If at any point we decide to use Personal Information in a manner different from that stated in this Privacy Policy, we will notify you by letter or e-mail sent to your last known address. If you do not agree with the different way we intend to use Personal Information, you may ask in writing that we not use it in that different way. If you do not object, you will be deemed to have consented to the use of your Personal Information in the changed manner.

- How Is Personal Information affected by business transfers?

LUX* Hotels and Resorts manages properties on behalf of third party owners. Guest information required for the business transaction between the guest and the property is shared with the property owner, but all other Personal Information is considered to be proprietary to LUX*, and is not shared with property owners. If we cease to manage a particular property, all Personal Information remains with LUX*. Guest information that is historically shared with the property owner is retained by the property owner.

- What laws apply to this policy?

Lux Hospitality being a mauritian corporation incorporated under the laws of Mauritius, We apply the Mauritian requirements of this law to how we handle all Personal Information wherever received, and each property managed by LUX* also complies with the local privacy laws of the jurisdiction where it is located. All transfers of Personal Information between countries will be subject to the terms of this Privacy Policy and in compliance with these laws.

If you have additional questions regarding the law or if you feel we have not treated your Personal Information appropriately, you may contact The Data Protection Office at the following address:

The Data Protection Office

4th Floor, Emmanuel Anquetil Building
Corner Sir Virgil Naz & Sir William Newton Street
Port Louis

Tel Number: +230 201 3604

Web site: <http://dataprotection.gov.mu>

E-mail: pmo-dpo@mail.gov.mui

- To whom do I direct questions or concerns regarding this policy?

Questions or concerns regarding this privacy policy should be directed to the Data Protection Commissioner at the undermentioned address.

Terms & Conditions of Website

1. Preamble

1. Lux Hospitality Ltd, a wholly-owned subsidiary of Lux Island Resorts Ltd, operates the website www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com, hotel and holiday package reservation sites for LUX* Resorts & Hotels (hereafter referred to as LUX* Resorts).

2. The site enables users to reserve rooms, flights and related services in different hotels managed by LUX* Resorts.

3. The reservation can also be made via mobile services (mobile Internet sites and mobile applications).

4. Other services may be reserved at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com through LUX* Resorts partners. The reservation is made between the customer and LUX* Resorts, who will ensure the reservation with the LUX* Resorts partner.

5. The customer confirms having received from LUX* Resorts all the necessary information on the sites www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

6. Any reservation made via the www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com website or mobile services implies consultation and full and unreserved acceptance of these general terms and conditions and the sales conditions for the reserved rate or package.

7. The customer agrees to these general terms and conditions and the sales conditions for the reserved rate or package at the time of reservation; no reservation is possible without this agreement.

8. The customer has the option to save and edit these terms and conditions by using the standard functions of his browser or computer.

9. The site includes the following information:

- The legal notice enabling precise identification of LUX* Resorts and stating its corporate name, the address where it operates, its email address, its telephone number, its registered office, its individual VAT identification number, the references related to its entry in the register of travel agents and other tour operators and, if different, the address of the establishment responsible for the offer
- The main features of the offered accommodation (hotel facilities may be viewed at the reservation stage according to the hotel selected)
- The main features of the offered flights, where applicable (flight details may be viewed at the reservation stage according to the flight selected)
- The supplementary services offered

- Prices
- Payment methods
- The general terms and conditions of sale and the sales conditions for the reserved rate or package
- Validity of the offer and its price
- Minimum length of the proposed contract, if applicable

10. The customer, prior to ordering the services, declares that the reservation of these services is for personal use.

11. As the consumer, the customer has specific rights that in theory would be applied where the reserved services would not be for personal use.

12. All the information available at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com is shown in English, French and several other languages.

13. The customer confirms that he is fully able to legally commit to these terms and conditions.

2. Definitions

The terms used in this document are defined as follows:

“Acknowledgement of receipt”:

email sent by LUX* Resorts to the customer summarizing the reservation made by the customer and confirming that LUX* Resorts has received the reservation

“Reservation confirmation”:

virtual document summarising the services reserved online by the customer, and possibly stating the customer's payment method in the context of a prepayment or guarantee. Accepting the reservation confirmation commits the customer contractually

“Customer”:

individual acting on personal or professional interests but without relation to hotel activity

“Email”:

any message, in text, voice, sound, or image format, sent by a public communication network and stored on a network server or in the workstation equipment of the recipient until it is retrieved by said recipient

“Reservation request”:

request for a hotel room reservation submitted by the customer via mobile or Internet services

“Partners”:

providers of services available at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com and in particular, tour operators, vehicle rental firms, train and plane ticket providers

“Online reservation”:

reservation of hotel rooms by way of a virtual reservation form on the LUX* Resorts website, available at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

“Service”:

reservation of hotel rooms of which the main features are displayed at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

"Mobile services":

group of services and protocols making it possible to connect mobile terminals to the Internet, and enabling consultation and reservation of hotel services supplied by LUX* Resorts.

“Website”:

service operated by LUX* Resorts on the Internet network, available at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

3. Subject

1. These terms and conditions define the rights and obligations of the parties under the scope of the remote reservation of services offered by LUX* Resorts on its websites, www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

2. They govern all the steps required for reservation and post-reservation between the contractual parties.

3. The customer confirms that they are aware of and have accepted these general terms and conditions of sale and the sales conditions for the reserved rate, which are available on the websites www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

4. Scope of application

1. These general terms and conditions of sale apply to all reservations made online.

5. Validity

1. These terms and conditions of sale apply for the entire length of time that LUX* Resorts services are available at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

2. LUX* Resorts reserves the right, without notice or indemnity, to temporarily or permanently shut down the websites www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com or its online reservation pages.

3. LUX* Resorts is not responsible for damages of any nature that may result from these changes and/or from the temporary unavailability or indeed permanent

shutdown of all or part of the site or its associated services, such as the online reservation pages.

6. Reservation

1. The customer selects the services presented on the website.
2. The customer confirms that they are aware of the nature, the purpose and the reservation terms of the services available on the website and that they have requested and obtained the necessary and/or supplementary information required to make the reservation in full knowledge of the facts.
3. Customers may reserve, on the www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com website, on an individual basis, a maximum number of seven (7) rooms per reservation plus the corresponding flights and extra services. For reservations concerning business groups, meetings, seminars etc., please consult the Groups & Incentives section of www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com or contact LUX* Resorts by email (reservation@luxresorts.com) or telephone +230 698 9800.
4. The customer is solely responsible for their choice of services and the suitability as to their needs, such that LUX* Resorts shall not be held responsible in this respect.
5. The reservation is deemed accepted by the customer at the end of the reservation process.

7. Reservation process

1. Reservations made by the customer take place by way of the virtual reservation form available online at www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com or by a reservation request sent via mobile services.
2. The reservation is deemed to be created upon LUX* Resorts' receipt of the reservation form or reservation request, or upon an online prepayment by bank card or other accepted methods of payment.
3. Prior to any reservation, the customer shall complete the information required in the reservation form or request.
4. The customer attests to the truth and accuracy of the information submitted.
5. The reservation process includes the following main steps:
 1. Step 1: Finding a hotel and selecting a room and rate
 2. Step 2: Selection, where applicable, of one or more supplementary services, i.e. flights to book a holiday package

3. Step 3: Obtaining the customer's details
4. Step 4: Checking the reservation details, the total price and the applicable sales conditions and making any necessary changes to the selection (room, rate, supplementary service), for online reservations only
5. Step 5: Consultation and acceptance of the general terms and conditions of sale and the sales conditions for the reserved rate or package
6. Step 6: Confirming the reservation (customer)

8. Acknowledgement of receipt of the reservation

1. The customer reservation is subject to an acknowledgement of receipt by email.
2. For online reservations, the emailed acknowledgment of receipt of the reservation summarises the contract offer, the services reserved, the prices, the sales conditions related to the selected rate or package and accepted by the customer, information pertaining to after-sales service and commercial warranties, and the address of the hotel vendor's premises to which the customer should address any complaints.

9. Customer service

For any complaints relating to your LUX* Resorts, Tamassa, Merville Beach, Hotel Le Recif hotel reservation, our customer service centre is open Monday through Friday from 8.30am to 11.00pm and Saturday 8.30am to 5.00pm (Mauritius time; GMT +4) at the following telephone numbers:

- International telephone: +230 698 27 27

- Email: bookings@luxresorts.com

The postal address is:

LUX Island Resorts Ltd
32 Rue de Mogador
75009 Paris
France

Alternatively, please use the "Contact Us" section on www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com.

10. Cancellation or modification by the customer

1. The sales conditions for the reserved rate or package specify the terms for cancelling and/or changing the reservation.
2. Prepaid reservations cannot be changed or cancelled. Sums paid in advance as a deposit will not be reimbursed. In this case, it will be stipulated in the sales conditions for the rate or package.

3. When the sales conditions for the reserved rate or package allow:
- The reservation can be cancelled via the “Contact Us” section on www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com websites or by contacting Customer Services on the contact details stated above in Article 9.
- Changes to the reservation can be made with Customer Services, whose contact details are stated on the reservation confirmation sent by email and in Article 9 above.

4. In the event that the stay is interrupted, the agreed price will be paid in full. No reimbursement will be given for a prepaid reservation.

5. Unless expressly stated otherwise, the customer must vacate the room before 12 p.m. on the last day of the reservation, unless otherwise stated in the rate conditions booked. Failure to do so shall result in the customer being billed for an extra night.

11. Stay at the hotel

1. Pursuant to regulations in force in certain countries, customers may be asked to complete a police registration form on arrival at the hotel. For this purpose, customers will be asked to show proof of identity to confirm whether or not they need to complete the police registration form.

2. Pets are not allowed at LUX* Resorts hotels. This is with the exception of assistance dogs where medically required by the customer.

3. The customer agrees and undertakes to use the room responsibly. Any behaviour contrary to good morals and public order will therefore result in the hotelier asking the customer to leave the establishment without any compensation and/or without any reimbursement if payment has already been made.

4. Some LUX* Resorts hotels have Internal Regulations for customers. The customer accepts and agrees to abide by these regulations. In the event of failure by the customer to abide by one of the provisions of the Internal Regulations, the hotelier will be obliged to ask the customer to leave the establishment without any compensation and/or without any reimbursement if payment has already been made.

5. Hotels offer free WIFI access, allowing customers to connect to the Internet. The Customer shall ensure that all digital resources provided by the Hotel are in no way used for the purposes of reproduction or representation, and that all works and materials protected by copyright or related rights, such as texts, images, photographs, musical and audio-visual works, software and video games, shall not be made available or communicated to the public without the express authorization of the copyright holders, as stated in the following Acts, in force in Mauritius: The Copyright Act, adopted in 1997, the Patent, Industrial Designs and Trademarks Act 2002 and the Protection Against Unfair Practices (Industrial Property Rights) Act 2002 where such authorisation is required. The Customer agrees to adhere to the security policy of the Hotel's Internet provider, including the security measures under conditions of use, in order to prevent the illegal use of digital resources (or other names used in the company's IT Charter). The Customer shall also refrain from

committing any act that could jeopardize the effectiveness of these measures. If the Customer does not adhere to the abovementioned obligations, this may be perceived as an infringement of copyright Acts or Regulations in force in Mauritius.

12. Guarantees

1. LUX* Resorts is obliged to guarantee conformity to services, under the conditions set forth in the Mauritian Laws currently in force regarding consumer protection.
2. The customer shall receive a contractual guarantee applicable to the service.

13. Liability

1. The photographs shown on the website are for information purposes only. Although every effort is made to ensure that the photographs, graphic images and text used to illustrate the displayed hotels provide as accurate an impression as possible of the accommodation offered, variations may occur, in particular as a result of any change of furniture or renovation. Customers may not make any claim in this respect.
2. LUX* Resorts shall not be held responsible for the non-fulfilment or inadequate fulfilment of the reservation in the event of a force majeure, actions of third parties, actions of the customer or of his partners, such as unavailability of the Internet network, no access to the website, external intrusion, computer viruses, or in the event of non-authorized prepayment from the bearer's bank.
3. LUX* Resorts accepts no responsibility for any indirect damage as a result, in particular loss of earnings, actions of third parties, actions of the client or of his partners.
4. Hyperlinks may link to websites other than the LUX* Resorts site. LUX* Resorts accepts no responsibility for the content of these websites or the services featured on them.
5. Any reservation or payment that is irregular, ineffective, incomplete or fraudulent for any reason attributable to the customer will lead to cancellation of the order at the customer's expense, without prejudice to any civil or criminal action that may be brought against the customer.

14. Complaints

1. Complaints relating to failure to execute or poor execution of hotel services must, under penalty of foreclosure, be made known to LUX* Resorts in writing within 24 hours of arrival at the hotel, either directly to the hotel or to the Customer Service address indicated above in Article 9.
2. In the event of a dispute, customers shall contact only the company operating the hotel in which they stayed.

15. Prices

1. The prices pertaining to the reservation of services are indicated before and during reservation.
2. The prices shown are per person for the number of people and the date(s) specified.
3. The prices are confirmed with the client as a tax-inclusive amount in the hotel's commercial currency, which may sometimes differ from the hotel's local currency. These prices are only valid during the period stated on the website.
4. If payment to the hotel is made in a currency other than the currency confirmed on the reservation, the client will be liable for the conversion fees.
5. All reservations, regardless of their origin, are payable in the hotel's local currency unless specifically indicated otherwise at the hotel.
6. Unless specified otherwise, supplementary services (breakfast, half-board, full-board etc.) are not included in the price.
7. Tourist tax, specified for each rate, shall be paid locally directly to the hotel, with the exception of online prepayments where this amount may be included.
8. Prices take account of the VAT applicable on the day of the reservation and any change to the applicable VAT rate will be automatically reflected in the prices shown on the billing date.
9. Any change to or introduction of new legal or regulatory taxes imposed by the competent authorities will be automatically reflected in the prices shown on the billing date.
10. Foreign currency conversions are given as guidance only and are non-binding. Only the currency confirmed at reservation is guaranteed; if this currency is different from the one used at the hotel, the client will be liable for any conversion fees.
11. If a rate states that the payment is to be made upon arrival at or departure from your hotel, and that the customer's currency is not the same as that of the hotel, it is possible that the rate debited by the hotel will be different to that indicated during booking. This would take in account any exchange rate changes between the date the booking was made and the dates of the hotel stay.
12. LUX* Resorts shall state the total order amount when the customer confirms the reservation.
13. Prices may be increased by different taxes depending on the city/country. The customer agrees to pay these different taxes, without any protest to LUX* Resorts.
14. Any third-party imposed taxes and fees relating to package bookings, i.e. fuel surcharges, airport taxes etc. are included in the total package price unless otherwise indicated during the reservation process.

16. Payment

1. Customers shall provide their bank details as a guarantee of the reservation except for special conditions or rates, using a credit card or retail card (Visa, MasterCard, American Express, Diners Club etc. according to the selected hotel), indicating directly in the area provided for this purpose (secure entry by SSL encryption) the card number without spaces, its expiration date and the card security code as prepayment via the Adyen payment platform. Alternative payment methods (such as PayPal, bank transfers, direct debit) may also be permitted to prepay via the Adyen payment platform.

2. The payment is debited at the destination hotel, unless under special conditions or rates where the payment is made at reservation (online prepayment on certain rates). This prepayment is classified as a deposit. Where the rate is not prepaid online, the hotel can request from the client, upon arrival, a deposit or authorisation to debit the credit card. This allows the hotel to guarantee the payment of amounts relating to services used at the hotel.

3. The use of hotel checks is limited to expenses settled directly at the hotel. These hotel checks may not under any circumstances be used to pay the total or partial cost of a hotel stay in advance or to guarantee a reservation.

4. In the event of a no-show (reservation that has not been cancelled where the customer did not arrive) when the reservation is guaranteed by bank card, the cost of the complete stay will be debited as a fixed indemnity from the card specified by the customer in the reservation guarantee.

5. LUX Island Resorts Ltd (registered under BRN 425 087 574 at R.C.S. Paris, France) for the purpose of payments, has chosen Adyen (Payment Service Provider) to secure card payments online. The validity of the customer's payment card is verified by Adyen. Payment cards may be refused for a number of reasons: stolen or blocked card, credit limit reached, incorrect details entered. In the event of a problem, the customer shall contact his bank in the first instance and the hotel in the second to confirm the reservation and payment method.

6. Should the customer wish to reserve multiple rooms or package elements, but prepayment is only required for one of these rooms or elements, for example, the payment card used on the Adyen platform enables the room or element in question to be prepaid while the specified payment card acts as a guarantee for the other rooms and elements.

7. At the time of prepayment, the amount debited for the reservation includes: the price of the accommodation, taxes related to the accommodation, the price of catering if breakfast is selected, taxes related to catering and any other supplementary services selected by the customer (as mentioned in point 15.6), i.e. airport taxes, fuel surcharges etc. where applicable.

8. In the case of a rate subject to prepayment online, the amount paid in advance, which is the deposit, is debited at the time of the reservation.

9. Alternative payment methods may be proposed during the reservation process for prepayments effected on the Adyen platform. Articles 16.4, 16.7 and 16.8 hold true for these alternative methods also.

10. Under this agreement, the payment processing services for goods and/or services purchased on this website are provided by Lux Island Resorts Ltd. (France) and goods and/or services will be delivered by Lux Island Resorts Ltd. (Mauritius) directly.

17. Privacy protection

1. The information requested from customers is necessary for processing reservations and sending them information about LUX* Resorts products and services. This information will be sent to LUX* Resorts, its subsidiaries, the online payment service provider and its hotels, which may be outside of the European Union, under pre-contractual measures for hotel reservations. LUX* Resorts cannot register the reservation without this information.

2. All personal data relating to Clients which we receive shall constitute confidential information. We shall accordingly keep this information strictly confidential and shall only pass it to third parties where this is required for the purpose of making travel arrangements for and on behalf of the client or to competent local authorities if requested by local laws.

We shall put in place sufficient measures to protect such data against unauthorised or unlawful processing and against its accidental loss or damage. We shall also comply with all the provisions of the Data Protection Act in force in Mauritius.

3. If a customer has made a hotel booking through www.luxresorts.com, www.tamassaresort.com, www.hotellerecif.com, www.mervillebeach.com and www.iledesdeuxcocos.com and unless they have specified otherwise, LUX* Resorts is authorized to send them, via email, the company newsletter, promotional offers and a customer satisfaction questionnaire after their hotel stay.

4. The customer has the right to oppose, without charge, the use of his personal data for canvassing purposes, in particular, those that are commercially-related. The customer may also unsubscribe from these communications at any time by clicking on the unsubscribe link at the end of each commercial email.

5. The customer is hereby informed that all personal data collected shall undergo automated handling, for which LUX* Resorts is responsible.

6. The handling of these data shall enable LUX* Resorts to:

- fulfil its obligations to the customer
- Inform the customer of special offers and any new services created by LUX* Resorts.

7. On every personal data form, any obligatory or mandatory data is marked by an asterisk.

8. The customer authorizes LUX* Resorts to communicate his personal data to third parties on the condition that such communication is deemed necessary to LUX* Resorts carrying out its operations as stated in these terms and conditions.

9. In order to fulfil the reservation contract, customer bank details must be transmitted to the hotel's bank using the payment service provider Adyen for online payments in particular. The customer is hereby informed that this data transfer may therefore be carried out in foreign countries that do not have adequate personal data protection in accordance with the Mauritian law on data processing and civil liberties. The customer, however, consents to this transfer in order for the contract to be fulfilled. Adyen has made a professional commitment to LUX* Resorts to ensure that all possible security and confidentiality assurance measures are taken during the aforementioned data transfers.

18. Agreement on evidence

1. The specification of necessary bank details and the acceptance of these terms and conditions and the reservation form or reservation request constitute an electronic signature equivalent in value to a physical signature between the parties.

2. The computerised records retained in LUX* Resorts' IT systems shall be retained under reasonable levels of security and considered as proof of communication, orders and payments between the parties.

3. The customer is hereby informed that his IP address is recorded at the time of reservation.

19. Relocation/rebooking

1. In the event of unavailability of the chosen hotel, or in a case of force majeure, the hotel reserves the possibility of fully or partially relocating the customer to an equivalent category hotel for the same type of services, with all costs involved in the transfer being payable by the chosen hotel, which cannot be asked for payment of any additional compensation. In case of airline seats not being available as booked, it is the responsibility of the airline to rebook the customer. For any other package elements, LUX* Resorts will work with the provider of the service to find a mutually agreeable alternative

20. Force majeure

1. LUX* Resorts cannot be held liable with respect to the customer for failure to execute its obligations resulting from an event of force majeure.

Cases of force majeure shall be construed as meaning any event of natural disasters, adverse weather conditions, risks of natural hazards (such as approaching hurricanes or other storms, fire, flood, drought...), war, warlike commotion, political unrests, boycotts, riots or civil commotions, terrorist attack or threats, strikes, epidemics, outbreaks of illnesses epidemics or pandemics, governmental measures, industrial dispute, unavoidable technical problems with transport, machinery or equipment, power failure, or any other events which make it impossible for clients to

travel to the destination where the hotel is located as per interpretation given to such cases by the Mauritian Law Courts.

21. Applicable law

1. These terms and conditions of sale are governed by Mauritian law.
2. Applicable to both substantive and procedural rules.

22. Entirety of agreement

1. These general terms and conditions of sale, the sales conditions for the rate reserved by the customer and the reservation form or request express the parties' obligations in their entirety.
2. These terms and conditions override all general or specific conditions communicated by the customer.
3. The documents constituting the contractual obligations between the parties are, in order of decreasing priority; the reservation form or request (covering the specific conditions of the reserved rate) and these terms and conditions.
4. In case of discrepancy between the reservation form and the terms and conditions, only the clauses of the reservation form shall apply for the obligation in question.

23. Development/modification of the general terms and conditions of online sale

1. LUX* Resorts may change or add to these general terms and conditions of online sale at any time. In this case, the new version of the general terms and conditions of online sale will be published online by LUX* Resorts. From the time it is published online, the new version of the general terms and conditions of online sale will apply automatically to all customers.

Please also see the supplementary sales conditions related to each rate, room type or service type, which are shown on the price list.