

## **Best Price Guarantee Terms and Conditions**

**Best Price Guarantee** Recall properties and its brand are committed to providing the best guest room prices for the hotel (the "Best Price Guarantee"). The "Recall Website" refers to websites owned or operated by or on behalf of Recall, bearing the logo and branding of Recall Hotels & Resorts and Brands.

**Competing Price** In the unlikely event that a lower price is available on a non-Recall website (the "Competing Price"), Recall will honor that competing price upon receipt of a claim that satisfies these Best Price Guarantee terms and conditions (the "BPG Terms"). Recall will provide the individual who submitted the valid claim with one of the following options:

1. An additional 5% discount off the Competing Price per room per night.
2. A voucher equal to the difference between the original reservation rate and the Competing Price, which can be used during their stay.

## **Terms and Conditions**

1. **Eligibility** To be eligible under the Best Price Guarantee, a claim must be submitted prior to, or within 24 hours after, making a reservation through a Recall Hotels Website, and at least 24 hours before the standard check-in time at Recall. The claim must include:
  - o Booking Confirmation Number
  - o Full Name on the reservation
  - o Lower rate found (with currency) with a link to verify.
  - o Room type/Rate plan (e.g., Deluxe Room with Buffet Breakfast, Taxes)
  - o URL of the website where the lower price was found
  - o Reservation date
  - o Stay dates
  - o The hotel's name.

**Note:** You do not need to make a booking on the competitor website. Please email the complete details of your claim to [info@recallhotels.com](mailto:info@recallhotels.com). We will contact you within 48 hours from the receipt of the claim to verify its validity.

2. **Validity of Competing Price** The Competing Price must be a currently available lower published online room price for Recall, with the same stay dates, same number of guests, same room type, similar view and room size, and include similar or additional value-added amenities (e.g., free breakfast).
3. **Price Comparison**
  - o Recall will compare the total room cost of a stay and may convert any Competing Price offered in a different currency.
  - o Taxes, surcharges,

booking fees, extra adult fees, fees for children, etc. will be included in the price comparison.

- The estimated value of value-added amenities offered as part of a Competing Price will be excluded from the price comparison and will not be provided by Recall when honoring a lower price.
- Recall may deny claims where the difference between the Competing Price and the price on the Recall Website is less than one percent.

4. **Exclusions** The Best Price Guarantee does not apply to:
  - Unpublished or negotiated prices (e.g., corporate discount rates, group rates, meeting rates)
  - Rates requiring membership in a club or other organization, direct mail or email solicitations, discount codes or coupons, or not intended for the general public.
  - Package prices (e.g., prices including a combination of room and airfare, overnight cruise, car rental)
  - Prices offered by opaque providers (e.g., Hotwire, Priceline) that do not provide the hotel's name or location until after a reservation is made.
  - Prices offered on on-request websites that do not provide immediate hotel confirmations (e.g., Asiaweb).
5. **Existing Reservations** The Best Price Guarantee does not apply to existing reservations not booked through a Recall Website. Recall is not responsible for any fees associated with canceling a reservation made through a different channel (e.g., call center, non-Recall website).
6. **Reservation Requirement** If a valid Best Price Guarantee claim is submitted without an existing reservation, the individual making the valid claim will be contacted by Recall and must make a reservation in the manner communicated by Recall within 24 hours from receipt of the communication or local check-in time at Recall. Failure to make a reservation within the required time period will invalidate the claim.
7. **Suspension of Guarantee** The Best Price Guarantee will be suspended during times when Recall Websites or certain prices are unavailable due to an outage, technical issue, or circumstance beyond Recall's reasonable control.
8. **Claim Validation and Reward** A Best Price Guarantee reward will only be provided if the individual making the valid claim stays in the reserved guest room. Recall has the sole right and discretion to determine the validity of any claim and will not

review documentation provided by the individual submitting a claim as part of its validation process. Recall reserves the right to deny a claim if it cannot independently verify the availability of a Competing Price at the time it processes the claim.

9. **Abuse of Guarantee** Recall may terminate or restrict a person's ability to submit a claim under or benefit from the Best Price Guarantee if, in its sole discretion, Recall determines that such person has:
  - o Acted in a manner inconsistent with applicable laws or ordinances
  - o Acted fraudulently or abusively
  - o Submitted multiple invalid Best Price Guarantee claims
  - o Failed to stay at Recall after receiving approved Best Price Guarantee claims
  - o Breached any of these BPG Terms
10. **Legal Disputes** Any disputes arising out of or related to the Best Price Guarantee or these BPG Terms shall be handled individually without any class action and shall be governed by, construed, and enforced in accordance with the laws of Thailand.
11. **Modification of Terms** Void where prohibited by law. Recall reserves the right to amend, revise, supplement, suspend, or discontinue the Best Price Guarantee or these BPG Terms at any time in its sole discretion and without prior notice.