

## TERMS AND CONDITIONS FOR FRIENDS OF SIME POWER+ PROGRAMME

### DEFINITION AND INTERPRETATIONS

**“Credits”** means the amount that has been credited to or topped-up in cash by the FoS participant(s) into a designated account to which the participant(s) is the FoS account holder managed by Keppel Club.

**“Date Of Processing”** means the date when the application form is submitted and received by Keppel Club

**“Processing Period”** means the period of 5 working days commencing from the date of receipt of the application form by Keppel Club and expiring on the 5<sup>th</sup> working day thereafter.

**“Friends of Sime Power+”**, also known as FoS Power+, is a programme managed by Keppel Club and offered to the public who wish to join and sign up for the FoS Power+ programme.

**“Participant(s)”** means a person of the public who is not a member of Keppel Club and who has joined the Friends of Sime Power+ programme and/or its related other programmes.

**“Period Of 12 Months”** means 12 calendar months from the date of processing no more no less.

**“Sime Handicap Programme”**, also known as **SHP** is a related FoS Power+ programme created for the maintenance of the FoS Power+ participant(s) Handicap to be managed by Keppel Club.

### General

1. All credits allocated will expire at 12 midnight upon the expiry of the period of 12 months from the date of processing (**“expiry date”**). The unused credits cannot be brought forward after this first period or any subsequent periods of 12 months and all unused credits must be utilised.
  - 1.1 If within this first period of 12 months, a top up of credits is made by the Participant(s), the unused credits for the preceding period of 12 months may be carried forward but all collective credits thereafter must be utilised within the subsequent period of 12 months to which all accumulated credits must be used within the last renewed 12-month period unless subsequent top up of credits pursuant to Clause 3 herein are subsequently made within the relevant and prevailing 12-month period.
  - 1.2 Subject to Clause 1 herein and in line with Clause 1.1 above, upon receipt of payment to top-up to the FoS Power+ account, the credit will be valid for a further 12-month period from the date of where payment is made.
  - 1.3 For the avoidance of doubt, all credits unused within a period of 12 months that is not extended for a period of 12 months by way of a topping up of credits before the expiry of this first period of 12 months shall be forfeited and not allowed to be carried forward.
2. All credits are strictly not transferable and/or assignable to a third party and all and any unused credits by the expiry date of the prevailing and existing 12-month period otherwise all such unused credits shall be forfeited without notice. The FoS Power+'s participant(s) acknowledge and accept that it is their responsibility to use up any and all credits for the relevant 12-month period.

3. All top-up values for credits are to be deposited in cash denomination(s) of \$1,000, \$3,000 and \$5,000.
4. All credits allocated will be credited directly into the FoS Power+ participant's account upon receipt and/or clearance of the top up payment values mentioned in Clause 3 above.
5. All credits shall only be used for golf bookings, subscription to Keppel Club's Handicap Maintenance, and F&B orders at Tee-Top Restaurant and Thirsty Monkey at Keppel Club. Aside from such usage, the credits cannot be used for any other item or matter at Keppel Club, including the preferential green fees at overseas games listed in Keppel Club's website.
6. All credits shall not be used or as part of any discount allocated to the FoS Power+ participant(s).
7. FoS Power+ participant(s) are required to ensure at all material times that there must be sufficient credits in their FoS Power+ account otherwise and failing which the following shall take immediate effect:
  - 7.1 All golf bookings or reservations made shall be immediately cancelled and the relevant golf fees and charges forfeited and/or equitably deducted from the credits of the FoS Power+ participant(s) account;
  - 7.2 All cancelled flight(s) will be passed on to the next in line FoS Power+ participant(s) who is waiting in line or to another FoS Power+ participant(s) at the discretion of the relevant department under the management of Keppel Club;
  - 7.3 All FoS Power+ participant(s) will be prohibited and/or not allowed to make any imminent or future booking for golf flights until the FoS Power+ participant's account is sufficiently or adequately credited with and/or topped-up with monies as per Clause 3 above;
  - 7.4 For **non-golfing** FoS Power+ participant(s) who patronise Tee Top, such participant(s) will not be able to charge or set off their expenses incurred at Tee Top of Keppel Club from the credits in their FoS Power+ account;
  - 7.5 All or any ongoing promotion(s) shall not apply or be relied upon by the FoS Power+ participant(s) whose designated account does not contain sufficient or adequate credits or monies. It shall at all times be the responsibility of the FoS Power+ participant(s) to ensure that there are sufficient and adequate credits or monies in their account to enable them to use such credits for golf related charges or food and beverage related charges.
  - 7.6 With regard to all matters directly or indirectly or incidental to the matters stated in Clauses 7.1 to 7.5 above, all FoS Power+ participant(s) hereby agree and shall unconditionally and unequivocally accept the decision and/or determination of the relevant department of Keppel Club including but not limited to whether the FoS Power+ participant's account requires a further injection or top up of monies pursuant to Clause 3 above.
8. Presently, a one-time complimentary credit of \$20 will be credited to the FOS Power+ participant(s) who refers every new participant(s) to sign-up with this FoS Power+ programme. However, this is subject to each of such new FoS Power+ participant(s) depositing a minimum top up of \$1,000 in cash into the relevant account. This one time per new participant(s) complimentary credit does

not apply to any and all renewal(s) of the FoS Power+ programme by the existing and prevailing FoS Power+ participant(s).

9. For non-golfing participant(s) who patronise Tee Top, complimentary parking for only 3 hours will be allocated to such non-golfing participant(s) **subject to** a minimum spend of no less than \$30.00 and this complimentary gesture of free parking for 3 hours shall only apply after 3.00 p.m. on each day from Tuesday to Sunday and not otherwise. In this connection, the condition stated in Clause 7.4 shall apply to such non-golfing participant(s).
10. It is open to participant(s) of the FoS Power+ programme to sign and join up for the SHP to enable the maintenance of their individual golf handicap(s). There will be a handicap maintenance fee charged separately by Keppel Club.

#### Refund policy

11. There will be no refund or cancellation after the application of FoS Power+ subscription has been confirmed and payment made.

#### Booking of Golf Flights

12. Subject to the availability of golf flights, assisted golf booking via the Customer Service Department of Keppel Club can be used by the FoS Power+ participant(s) subject to the Customer Service Department being given (via email) at least 3 weeks advance notice at the earliest or 5 days' notice at the latest from the intended date of play. The said notice must be given in a text or phone call by the FoS Power+ participant(s).
13. The golf fee charges that apply to the public in other words, the public fees advertised to be charged by Keppel Club shall apply to the booking of Golf Flights by FoS Power+ participant(s) unless otherwise stated in select games organised by the Club. All golf fee charges including but not limited to green fees, buggy fees and/or related charges (including any penalties or forfeiture imposed as prevailing and applicable to the public) will be set off from the existing and prevailing credits contained in the FoS Power+ participant's account. In the event it is discovered that at the material time, there are insufficient credits in the FoS Power+ participant(s)'s account, the FoS participant(s) shall either deposit or top up the monies as stated in Clause 3 above or if the FoS Power+ participant(s) refuses to deposit or top up such monies, the FoS Power+ participant(s) hereby agrees to pay Keppel Club the accrued and/or incurred golf fee charges (including any assisted golf booking fee) including but not limited to any penalties or charges imposed.
14. All booking of golf flights by FoS Power+ participant(s) shall be made strictly by the FoS Power+ participant(s) account holder whose account shall contain adequate and sufficient credits at all material times. Booking of golf flights under the FoS Power+ programme shall not be made by any nominee or third party or proxy of the FoS participant(s). The FoS Power+ booker shall be one of the golfers in the booked flight.
15. Subject to golf flights availability as determined by the relevant department of Keppel Club and further subject to the terms and conditions herein, each FoS Power+ participant(s) account holder is limited to the booking of up to 2 flights of golf play per day. For single ball matching, tee time is subject to slot availability and not the booker's preferred slot.

16. Additional green fees and administration charges and/or assisted golf booking fee (as applicable) will be imposed if there are changes made to the player(s) that the FoS Power+ participant(s) has booked and registered for in the first place.
17. Following from Clause 15 and subject to the terms and conditions herein, there will be no refund of golf fees or other charges including but not limited to any assisted golf booking fee in the event the registered golfer(s) relative to the golf flights booked by the FoS Power+ participant(s) account holder do not turn up either severally or jointly.
18. In the event of any inclement weather, adverse contingency, or force majeure event that prevents the completion of an 18-hole game—specifically where the participant(s) are unable to cross over to the second nine—a “rain check” amount of the green fees paid, less a 10% administrative fee, shall be refunded only to the FoS Power+ participant(s)’s account only and not to any account that is not the FoS Power+ participant(s) holder account of this programme.
19. In the event of any inclement weather, adverse contingency, or force majeure event resulting in a wash-out situation—defined as the flight being unable to tee off—a “rain check” amount of the green fees and buggy fee paid, less a 10% administrative fee, shall be refunded only to the FoS Power+ participant(s)’s account only and not to any account that is not the FoS Power+ participant(s) holder account of this programme.
20. The 50% birthday discount on green fees is applicable only to a full flight booked with at least two full-paying golfers.
21. The Birthday Game, which is extended at a preferential 50% green-fee rate, is not eligible for any rain check, except in the event of a wash-out where the flight does not tee off. In such a wash-out situation, a “rain check” amount less a 10% administrative fee shall apply. No rain check shall be issued under any other circumstance, including where play has commenced, regardless of the number of holes played. Only golf FoS Power+ participant(s) will be allocated complimentary parking. With the exception stated in Clause 9 above, non-golfing FoS Power+ participant(s) will not be allocated complimentary parking.
22. Only golf FoS Power+ participant(s) will be allocated complimentary parking. With the exception stated in Clause 9 above, non-golfing FoS Power+ participant(s) will not be allocated complimentary parking.
23. The FoS Power+ participant(s) agree that Keppel Club reserve all its rights to make changes and/or to amend any of the terms and conditions herein without reason or notice to be given to the FoS Power+ participant(s). Therefore, all FoS Power+ participant(s) are strongly encourage to check the prevailing terms and conditions to update themselves.
24. At all material times, all FoS Power+ Participant(s) who participate or sign up for any events of whatsoever nature and type, golf tours, golf packages or travel packages with either Keppel Club or a third-party organisation shall be separately responsible for all the costs and expenses relative thereto (“**third party costs and expenses**”). The credits in the FoS Power+ Participants’ account cannot and shall not be used to off-set or pay for any such third party costs and expenses.
25. Members of the public who book golf flights and FoS Power+ participant(s) who book golf flights at SIME course can play in the public golf flights and/or the FoS Power+ participant(s) golf flights.

Subject to the payment of the prevailing public rates as advertised, Keppel Club Members are allowed to play in all golf flights booked by members of the public or by FoS Power+ participant(s)

26. The participant(s) account holder hereby agrees that all or any dispute and/or determination and/or interpretation and/or decision pertaining to the Friends of Sime Power+ programme including but not limited to the terms and conditions herein shall be solely within the discretion of Keppel Club and any decision and/or determination taken by Keppel Club for this Friends of Sime Power+ programme shall be final and deemed proper and accurate.
27. Should there be any transgression or offence(s) or misbehavior or misconduct of any nature whatsoever that offends or is determined to be offensive or requires disciplinary or other measures to be sanctions, the FoS Power+ participant(s) hereby agrees that Keppel Club shall be given the full discretion and determination to decide the punishment and sanction for all FoS Power+ participant(s) who are found to have committed such transgressions or offence(s) or misbehaviour or misconduct.

#### In Relation to Keppel Club Membership

28. FoS Power+ programme and credits are entirely separate from any Keppel Club Membership.
29. Participant(s) may subsequently apply for and/or hold Keppel Club Membership concurrently. FoS Power+ credits shall not be transferred, offset, exchanged, or credited into any Keppel Club Membership account.
30. FoS Power+ credits are valid for use only in accordance with the FoS Power+ programme terms and are not redeemable for cash or any other membership products.