

**ADDENDUM TO 2025 WHOLESALE RATES AGREEMENT**

<p><b>COMPANY NAME:</b> Nuba Expediciones</p> <p>(References to "Company" throughout the Agreement refer to company listed directly above)</p>	<p><b>HOTEL ENTITY NAME/HOTEL NAME:</b> Ithaafushi Investments Private Limited trading as Waldorf Astoria Maldives Ithaafushi</p> <p>(References to "Hotel" throughout the Agreement refers to the entity listed directly above)</p>
<p><b>PRIMARY CONTACT:</b> Name: Alessandra Girardi Title: Director Email: <a href="mailto:alessandra.girardi@nuba.net">alessandra.girardi@nuba.net</a></p>	<p><b>HOTEL CONTACTS:</b> Reservations Department Email: <a href="mailto:mleon.rsvn@waldorfastoria.com">mleon.rsvn@waldorfastoria.com</a> Tel: +960 4000 3000   +960 979 9000</p>
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<p><b>Phone:</b> +52 5552554455 <b>Fax:</b></p>	<p>Hotel Phone: +960 4000 300, +960 979 9000 Hotel Fax: +960 4000 333</p>
<p>Effective Date: January 08, 2025</p>	

**OVERVIEW**

This Hotel-Level Intermediary Agreement ("**Agreement**") is subject to the terms and conditions set forth on the following website: <http://hiltondistribution.com/intermediary/uk-hotel-level-generaltermsandconditions.htm> (referred to herein as the "**General Terms**"). The General Terms and this Intermediary Agreement - Specific Terms (the "**Specific Terms**") comprise the Agreement under which the Company shall provide the intermediary services to the Hotel (as such term is defined above).

The Hotel wishes to make un-booked rooms and Room Prices available for display on and booking through the software, databases, products, and other components that make up the intermediary services marketed by the Company to enable guests to shop for, reserve, book, and/or pay for accommodations and related services through a computer, telephone, other interactive device, or other booking channel (the "**Intermediary System**").

The Hotel has the right to determine, in the Hotel's sole and absolute discretion, the nightly Room Price and other terms for the reservation of Hotel rooms, and access to and availability of Hotel rooms (including, for example, whether the Hotel offers unbundled/room-only products or bundled/package products or both).

The Company may only utilise the Room Prices and rooms provided by the Hotel as set forth in this Agreement. The Company shall not display other third party rates for the Hotel, including wholesale and other third party affiliated rates. Company may not pull Hilton Honors rates through the GDS (Global Distribution System, including Amadeus, Galileo, Sabre, Travelport and Worldspan) for the Hotel.

### NET RATE FOR PACKAGES IF NOT DIRECTLY CONNECTED

The Company may provide Package Bookings for Hotel rooms, subject to the General Terms, if and as approved in the following table

Villa Type	Jan 10 - Apr 11 Apr 27 - May 07 High Season	Apr 12 - Apr 26 Easter Season	May 08 - June 30 Shoulder Season	July 01 – Sept 30 Shoulder Season	Oct 01 - Dec 20 High Season	Dec 21 – Jan 9, 26 Festive Season
Reef Villa with Pool	2,720	3,120	2,300	2,320	2,750	6,220
Overwater Villa with Pool	3,400	3,890	2,980	3,010	3,430	6,990
Beach Villa with Pool	3,820	4,460	3,400	3,430	3,860	7,290
Grand Reef Villa with Pool	4,460	4,820	4,090	4,130	4,500	7,700
Grand Overwater Villa with Pool	5,090	5,450	4,710	4,760	5,140	8,350
Grand Beach Villa with Pool	5,470	5,940	5,090	5,140	5,520	8,610
Stella Maris Ocean Villa with Pool	7,930	8,180	7,550	7,620	8,000	10,560
Two Bedroom Reef Villa with Pool	9,620	10,850	9,250	9,330	9,710	13,920
Two Bedroom Overwater Villa with Pool	10,230	12,100	9,860	9,950	10,320	15,210
Two Bedroom Beach Villa with Pool	10,620	13,250	10,240	10,330	10,720	16,450
Two Bedroom Grand Beach Villa with Pool	11,500	14,760	11,120	11,220	11,600	17,960
Three Bedroom Overwater Villa with Pool	23,900	27,080	23,500	23,710	24,110	30,590
Three Bedroom Grand Beach Villa With Pool	32,698	37,928	32,328	32,610	32,980	41,740

### Room Prices Terms & Conditions:

a) Rates quoted are:

1. Net in US Dollars, inclusive of 10% service charge and 16% TGST before June 30, 2025 and 17% TGST from July 01, 2025.
2. Subject to a Government Green Tax US Dollars 12.00 per guests per night above 2 years old.
3. Non-commissionable.
4. Based on Two (2) guests in all One bedroom and One bedroom Grand Villa categories, Four (4) guests for Two-Bedroom villa and Six (6) guests for Three-Bedroom villas. (For extra person(s) staying please refer to the bedding type and Villa configuration & Extra person supplement sections).
5. For contracted tour operators only and may not be shared or published in any public or online platforms.
6. **Should be packaged or bundled with other components such as flights and etc.**
7. Applicable for maximum of Nine (9) villas per enquiry, any enquiry above Nine (9) villas will be considered a group. For group requests please contact the Hotel team directly.
8. Should there be additional guests joining the initial booking after confirmation, contracted supplements will apply.

b) Daily breakfast buffet at Tasting Table is included.

1. Based on Two (2) guests in all One bedroom and One bedroom Grand Villa categories, Four (4) guests for Two-Bedroom villas and Six (6) guests for Three-Bedroom villas.
2. Breakfast ordered in Villa is not included and will be charged separately.
3. Stella Maris Ocean Villa guests have the option of buffet breakfast at Tasting Table or in-villa Continental Breakfast at no additional cost.

c) **A minimum of 7 nights' stay applies from December 27, 2025 until January 07, 2026**

d) No Check-in or check out on December 30 & 31, 2025 and January 01, 2026

- e) The above Room Prices will not be entitled for Hilton Honors points or Airline miles.
- f) The parties agree that the Package Hotel Payment for Package Bookings (and not the Standalone Hotel Payment) shall be applied to each Package Booking made through the Intermediary System that meets the criteria of Section 4 of the General Terms.
- g) For each Package Booking, the Company shall collect and pay to the Hotel in the manner described in **Section XIV (Payment)**:
  - a. the Package Hotel Payment,
  - b. the Hotel Fees, if any,
  - c. the applicable Occupancy Taxes computed with respect to the Package Hotel Payment, and
  - d. the applicable Occupancy Taxes, if any, computed with respect to the Hotel Fees.
  - e. Occupancy Taxes, if any, that must be collected with respect to any amounts that Company charges guests in excess of the Package Hotel Payment and the Hotel Fees.

**NOTE:** The parties acknowledge that if the Company maintains a separate proprietary data entry system whereby static Room Prices and allotment information contained in the table below will be replicated in part in the Company's Intermediary System, then to the extent that the Company's Intermediary System generates terms and conditions that are different than or inconsistent with the terms and conditions of this Agreement, the parties agree that the terms and conditions of this Agreement shall prevail over any such conflicting terms.



**I. BEDDING TYPE AND VILLA CONFIGURATION**

#	Villa Category	# Units	Bedding	Base Occupancy	Maximum Occupancy
1	Reef Villa with Pool	9	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
2	Reef Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
3	Over Water Villa with Pool	22	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
4	Over Water Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
5	Beach Villa Pool	11	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
6	Beach Villa Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old)
7	Grand Reef Villa with Pool	9	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
8	Grand Reef Villa with Pool	1	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
9	Grand Over Water Villa with Pool	22	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
10	Grand Over Water Villa with Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
11	Grand Beach Villa Pool	12	1 King	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
12	Grand Beach Villa Pool	3	2 Queen	2	3 Adults Or 2 Adults + 2 Children (Below 12 years old) + 1 Infant
13	Stella Maris Ocean Villa with Pool	2	1 King	2	2 Adults
14	2 Bedroom Reef Villa with Pool	2	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
15	2 Bedroom Over Water Villa with Pool	4	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
16	2 Bedroom Beach Villa with Pool	4	1 King + 2 Queen	4	5 Adults Or 4 Adults + 2 Children (Below 12 years old)
17	2 Bedroom Grand Beach Villa with Pool	2	1 King + 2 Queen	4	6 Adults Or 4 Adults + 2 Children (Below 12 years old)
18	3 Bedroom Overwater Villa with Pool	1	2 King + 2 Queen	6	7 Adults Or 6 Adults + 3 Children (Below 12 years old)
19	3 Bedroom Grand Beach Villa Pool	2	2 King + 2 Queen	6	7 Adults Or 6 Adults + 3 Children (Below 12 years old)
20	Ithaafushi – The Private Island	1	3 King + 4 Queen	18	18 Adults Or 18 Adults + 6 Children (Below 12 years old)

**All the villas are equipped with:** private pools, spacious outdoor decks with dining pavilion, swing day beds, sun lounges, direct access to the beach or ocean, 65 inch LG TV, interactive entertainment system, in room iPad control, minibar, tea and coffee facilities, telephone and complimentary internet access, air conditioning, ceiling fan, hair dryer, bathrobes, luxurious bath amenities, beach bags, iron & ironing board, safe and 24 hour Concierge Service.

## II. EXTRA PERSON SUPPLEMENTS

DATES	AGE	RATE
Before June 30, 2025 (16% TGST)	0 To 11,99 Years old	Complimentary
	12 Years and above	\$ 561
From July 01, 2025 (17% TGST)	0 To 11,99 Years old	Complimentary
	12 Years and above	\$ 566

### Terms and Conditions:

- a) Extra person supplements are:
1. Quoted in US Dollars, per person, per night.
  2. Inclusive of buffet breakfast at Tasting Table.
  3. Inclusive of 10% service charge and 16% TGST, before June 30, 2025, but subject to Green Tax of US Dollars 12.00 per person per night above 2 years old.
  4. Inclusive of 10% service charge and 17% TGST, starting from July 01, 2025, but subject to Green Tax of US Dollars 12.00 per person per night above 2 years old.
- b) For extra person staying please refer to the bedding type and villa configurations.
- c) Can be placed in the villa: two extra roll away beds or 2 baby cots **OR** one extra roll away bed and one baby cot

## III. MEAL PLAN

DATES	TYPE OF MEAL PLAN	PER ADULT PER DAY (12 YEARS OLD AND ABOVE)	PER CHILD PER DAY (6 TO 11,99 YEARS OLD)
Before June 30, 2025 (16% TGST)	Dinner Experience (Half Board - food only)	\$ 185.00	\$ 85.00
From July 01, 2025 (17% TGST)	Dinner Experience (Half Board - food only)	\$ 187.00	\$ 86.00

### Dinner Experience option Terms & Conditions:

- a) Quoted in US Dollars per guest per day, inclusive of 10% service charge and 16% TGST before June 30, 2025 and 17% TGST starting from July 01, 2025.
- b) Applicable for a 3-course menu consisting of an appetizer, a main course and a dessert on a la carte at Peacock Alley. Kids (0 – 5,99 years old) can order from the Kids Menu.
- c) Dine around credit of \$185.00 (\$145++) per adult per night and \$85.00 (\$67++) per child per night for a la carte restaurants (Food only including Li Long, Glow, Yasmeen, and The Ledge. Credit does not apply to Terra, Rock, In-Villa Dining, Zuma, and Destination Dining before June 30, 2025. Starting from July 01, 2025 Dine around credit is \$187.00 (\$145++) per adult per night and \$86.00 (\$67++) per child per night.
- d) Credit is not cumulative and cannot be transferred to another guest or considered as cash redemption.
- e) Unused credit cannot be brought forward to another day or exchanged for cash value.
- f) All guests staying in the same villa have to be booked with the same meal plan.
- g) **Not applicable during the Festive Season: December 21, 2025 – January 09, 2026 & Easter Holiday Gala Dinner on April 20, 2025.**

### **GALA DINNER AND BRUNCH - COMPULSORY SUPPLEMENTS**

<b>DATES</b>	<b>TYPE OF MEAL PLAN</b>	<b>DATE</b>	<b>PER ADULT PER DAY (12 YEARS OLD AND ABOVE)</b>	<b>PER CHILD PER DAY (6 TO 11,99 YEARS OLD)</b>
Before June 30, 2025 (16% TGST)	Holiday Dinner	April 20, 2025	\$ 701.80	\$ 350.90
	Christmas Eve Gala Dinner	December 24, 2025	\$ 893.20	\$ 446.60
	New Year Eve Gala Dinner	December 31, 2025	\$ 1,786.40	\$ 893.20
	New Year Day Brunch	January 01, 2026	\$ 574.20	\$ 287.10
	Orthodox Eve Gala Dinner	January 06, 2026	\$ 1,084.60	\$ 542.30
From July 01, 2025 (17% TGST)	Christmas Eve Gala Dinner	December 24, 2025	\$ 900.90	\$ 450.45
	New Year Eve Gala Dinner	December 31, 2025	\$ 1,801.80	\$ 900.9
	New Year Day Brunch	January 01, 2026	\$ 579.15	\$289.60
	Orthodox Eve Gala Dinner	January 06, 2026	\$ 1,093.95	\$ 579.15

- Quoted in US Dollars
- Inclusive of 10% service charge and 16% TGST Before June 30, 2025 and 17% TGST starting from July 01, 2025.
- The Resort reserves the right to modify Gala Dinner and Brunch supplements in order to enhance Festive entertainment program for guests. Partners will be informed accordingly by August 30, 2025.
- Beverages are not included in the price.
- The venue will be confirmed by the Hotel.

### **IV. YACHT TRANSFERS**

<b>Dates</b>	<b>Yacht Transfer</b>	<b>PER CHILD (6 TO 11,99 YEARS OLD)</b>	<b>PER ADULT (12 YEARS OLD AND ABOVE)</b>	
Before June 30, 2025 (16% TGST)	One-way shared	\$ 287.10	\$ 574.20	
	Return shared	\$ 574.20	\$ 1,148.40	
	Private Yacht (maximum 8 guests)	One-way		\$ 4,466.00
		Return		\$ 8,932.00
From July 01, 2025 (17% TGST)	One-way shared	\$ 289.57	\$ 579.15	
	Return shared	\$ 579.15	\$ 1,158.30	
	Private Yacht (maximum 8 guests)	One-way		\$ 4,504.50
		Return		\$ 9,009.00

**Private yacht is compulsory for all private jet arrivals & departures**

#### **Yacht Transfers Terms and Conditions:**

- Quoted in US Dollars, the above yacht transfer rates are inclusive of 10% service charge and 16% TGST Before June 30, 2025 and 17% TGST starting from July 01, 2025.
- Hotel is located in South Male' Atoll, an approximately 45-minutes yacht journey from Velana International Airport.
- Flight details of the guests must be provided at least 72 hours prior to arrival to arrange transfers.
- For guests who wish to experience seaplane transfers, please contact our reservations department for details.
- Yacht transfer rates must not be marked up.
- Yacht transfers can be arranged at any time as per the flight details of the guest (including night arrivals & departures).
- For private jet arrivals & departures, it is compulsory to reserve a private yacht transfer.**
- For Three Bedroom Beach Villas and Three Bedroom Over Water Villa** one time return private transfers is complimentary

## V. CHILD POLICY

- a) The Hotel defines “Children” or “Child” as a child up to eleven (11,99) years old (unless otherwise stated), and “Infants” as Children up to three (3,99) years old.
- b) Charges will apply for Children and Infants. Please refer to the Bedding Type and Villa Configuration, Extra Person Supplements, Meal Plan and Yacht Transfers sections for more information.
- c) Green tax of \$ 12.00 per night will apply to every Child above 2 years old.
- d) Hotel requires parent/guardian to sign a liability waiver to accommodate Children.
- e) One (1) rollaway bed and one (1) cribs per villa are complimentary for Children, available on request. For more information, please contact [mleon.rsvn@waldorfastoria.com](mailto:mleon.rsvn@waldorfastoria.com).
- f) Children are not allowed in the Stella Maris Ocean Villa with Pool.
- g) For safety reasons, Children will not be allowed in Terra, Rock.
- h) Children’s meal plan. Complimentary for Children up to five (5,99) years old, for selections from the Children’s menu.
- i) Yacht transfer is complimentary for Children up to five (5,99) years old.
- j) Babysitting Services
  - o Can be arranged upon request for Children.
  - o Charged at \$45.00++ per hour until 12:00 pm (midnight) every day and \$55.00++ after 12:00 pm till 07:00 am
  - o Babysitting services need to be booked at least twenty-four (24) hours in advance through Hotel Concierge or prior to arrival.
  - o One babysitter per Infant (up to three (3,99) years old).
  - o One babysitter for a maximum of 2 Children (aged four (4) to eleven (11,99) years).
  - o Additional babysitter required if there are more than 2 Children.
  - o Meals for the babysitter must be provided during lunch or dinner period, otherwise one-hour break for each meal period to be provided.
  - o Cancellation fees of \$45++ applies if notice is given less than 3 hours.
  - o Above Rates are exclusive of taxes. Subject to 10% Service Charge and 16% Goods and Services Tax (GST) – subject to change by government. TGST 17% applies starting from July 01, 2025.

### Kids Concierge

A bespoke program designed to provide personalized attention to Children from six (6) months to eleven (11,99) years. Offering convenient and consistent high-quality childcare, our dedicated kid’s concierge will meet the physical, emotional and social needs of your child.

### Kids Concierge charges:

\$ 400++ for 1 day, 8 hours per day  
 \$ 1,188++ for 3 days, 8 hours per day  
 \$ 1,888++ for 5 days, 8 hours per day  
 Additional hourly rate of \$ 45++ after midnight.

### Benefits of the Program

- o Rates are in US Dollars and Subject to 10% service charge and Government Tax 16% TGST before June 30, 2025 and 17% TGST from July 01, 2025
- o Green Tax of US Dollars 12.00 will apply per guest per night above 2 years old.
- o Non-commissionable.
- o Personalized attention by meeting Child’s physical, emotional and social needs for Children ages six (6) months to eleven (11,99) years
- o Introduction meeting with parents to set up child’s daily schedule based on Child’s interests and preferences
- o The same Kids Concierge is guaranteed all throughout the guests’ stay (maximum for 2 Children aged four (4) to eleven (11,99) years and 1 Child from six (6) months to three (3,99) years
- o Additional babysitter if there are more than 2 Children
- o A special set up of kid’s activities and games in the villa



- Complimentary access to all chargeable activities at the Kids Club
- Exclusive amenities provided
- 15% savings on items from the Kids Club Retail Shop
- Meals included for babysitter



**VI. EARLY BIRD OFFER**

Stay Date	Book By Date	Details
Jan 10, 2025 to May 07, 2025	Before November 30, 2024	<b>Early Bird Discount of 10% discount on Grand villas and above categories</b>

- Early Bird offer discount is **not applicable for extra person/adult supplement.**
- Early Bird offer discount is **not applicable for Reef Villa with Pool, Overwater Villa with Pool, and Beach Villa with Pool**
- Black out dates January, 29 – February 03, 2025.

**VII. LIVE UNFORGETTABLE - Terms & Conditions**

Stay Date	Book By Date	Details
May 08, 2025 to Dec 20, 2025	Before Dec 15, 2025	<ul style="list-style-type: none"> <li>▪ <b>25% discount on the villa rate for minimum 4 nights' stay</b></li> <li>▪ <b>30% discount on the villa rate for minimum 7 nights' stay</b></li> </ul> <b>Includes Return Shared Yacht transfers, Daily Breakfast &amp; Dinner Experience</b>

- Extra adult supplement includes complimentary Dinner experience and complimentary Shared Return Yacht Transfers from Velana International Airport, Malé.
- 25% or 30% discount is not applicable on Extra adult supplement
- Minimum stay for Live Unforgettable offer should fall within the offer stay dates.

**Yacht transfers**

- Based on Two (2) guests in all One bedroom and One bedroom Grand Villa categories, Four (4) guests for Two- Bedroom villas and Six (6) guests for Three-Bedroom villas
- For up to 2 Children (up to eleven (11,99) years) per villa, the transfer will be complimentary.
- Applicable for guests arriving and departing by standard scheduled flights.
- **For private jet arrivals & departures, it's compulsory to reserve private yacht transfer and there is no adjustment on the private transfer rates.**

**Complimentary Dinner Experience**

- Applicable for a 3-course menu (Food Only) consisting of an appetizer, a main course and a dessert on a la carte at Tasting Table; should there be a buffet dinner (food Only) at Tasting Table no additional cost will be added.
- Dine around credit of \$126,32 (\$99++) before June 30,2025 and \$127,41 (\$99++) starting from July 01, 2025 per adult per night for a la carte restaurants (Food Only) applicable at Li Long, Glow, Yasmeen and The Ledge. Credit does not apply to Terra, Rock, In-Villa Dining, Zuma, and Destination Dining.
- Credit is not cumulative and cannot be transferred to another guest.
- Unused credit cannot be brought forward to another day or exchanged for cash value.
- Children's (up to eleven (11,99) years) dinner is complimentary and applicable for selections from the kid's menu only. No Children credit provided towards a la carte.

**VIII. HONEYMOON and WEDDING ANNIVERSARIES - Terms & Conditions**

<b>Honeymoon and Wedding Anniversaries For Stay 3 nights and above</b>	
<b>For 3 nights Stay</b>	
<p>Welcome Bottle of Champagne with Chef's amenities in villa, Fresh flower bed decoration at turndown.          Romantic floral bath ritual at turn down          1-hour professional photoshoot and 10 edited images on a pen drive          Souvenir gift – Picture frame</p>	
<b>From 6 nights and more, Additional benefits combined</b>	
<b>For 6 nights</b>	Floating breakfast for couple
<b>For 7 nights</b>	An Elementary Aroma Massage Sixty-minutes couple Spa treatment
<b>For 8 nights</b>	Sunset cocktail with canapés at the Amber
<b>For 9 nights</b>	A romantic Dinner at Tasting Table

**Terms and Conditions**

- Minimum stay of 3 nights.
- To be eligible a copy of the **wedding certificate is required at the time of booking.**
- For couples to avail honeymoon amenities the validity would be within 6 months of their wedding date.
- Wedding Anniversary date should fall during the stay.
- Amenities are only applicable for the couple and cannot be transferred to other guests.
- The couple spa treatments must be completed by Twelve (12) noon Hotel time and are subject to availability.
- The above mentioned offers are applicable to all villa categories unless specifically mentioned.
- Romantic dinner for Two (2) adults (3 course set menu) at Tasting Table, including a bottle of Champagne or House wine.
- If the guests are checking-out early in the morning, and cannot use the latest benefit, then the Personal Concierge will arrange it on the previous day.

**IX. REPEATER GUESTS**

STAY	ADDED VALUES	TERMS & CONDITIONS
4 <sup>th</sup> Visit	<ul style="list-style-type: none"> <li>- Welcome back bed decoration;</li> <li>- 75 min. Spa Treatment once during the stay;</li> <li>- Complimentary Laundry service.</li> </ul>	<ul style="list-style-type: none"> <li>- Spa treatment is complimentary for Two (2) guests in all One bedroom and One bedroom Grand Villas, Four (4) guests for Two-Bedroom villas and Six (6) guests for Three-Bedroom villas.</li> <li>- Complimentary Laundry includes 3 pieces laundry and pressing per person during stay for all guests sharing the villa.</li> <li>- 15% discount on Food &amp; Beverages and Complimentary Dinner benefits are applicable for all guests sharing villa.</li> <li>- Unused benefits cannot be exchanged for cash value.</li> <li>- Resort reserves the right to select the outlet for complimentary dinner for 10<sup>th</sup> Visit repeater guests and inform the guests during their stay.</li> <li>- Repeater benefits are combinable with all special offers and benefits/ added values unless specified otherwise.</li> </ul>
7 <sup>th</sup> Visit	<ul style="list-style-type: none"> <li>- Welcome back bed decoration;</li> <li>- 105 min. Spa Treatment once during the stay;</li> <li>- Complimentary Laundry service;</li> <li>- 15% discount on Food &amp; Beverages extended for one dinner, once during the stay (excluding Zuma, Terra, Rock, Destination Dining and In-Villa dining).</li> </ul>	
10 <sup>th</sup> Visit	<ul style="list-style-type: none"> <li>- Welcome back bed decoration;</li> <li>- 105 min. Spa Treatment once during the stay;</li> <li>- Complimentary Laundry service;</li> <li>- Complimentary dinner arranged by the resort at one of Resort's outlets (excluding beverages)</li> </ul>	

**X. CHECK IN/ CHECK OUT TIME**

- a) Check-in time is from 1500 hours on the day of arrival. Should guest wish to have a guaranteed early check-in, reservation for the night prior to arrival is required.
- b) Check-out time is 1200 noon on the day of departure. Should guest wish to have a guaranteed late check-out, reservation for the night of the departure date is required.

**XI. DEPOSIT AND CANCELLATION POLICY**

SEASON	DEPOSIT Number of days prior to arrival	CANCELLATION Percentage of Total Anticipated Revenue Owed Number of days prior to arrival
Rest of the Year	100% deposit 30 days prior	50% of booking invoice if cancelled between 30 to 16 days prior to arrival.
		100% of booking invoice if cancelled within 15 prior to arrival.
Festive	50% deposit at time of booking Balance 50% - 90 days prior	50% of booking invoice if cancelled between 90 to 61 days prior to arrival.
		100% of booking invoice if cancelled within 60 prior to arrival.

**No Show, Amendments and Cancellation terms:**

- a) In case of No-Show full 100% charges of the total Invoice will be applicable. Green Tax and Departure transfer only will be refunded. (Arrival Transfer will be charged).
- b) Date changes will be considered as cancellation and the cancellation charges will be applied as per the Cancellation Policy.
- c) Name Amendments of confirmed bookings will be considered as cancellation and are subject to cancellation charges as outlined in the deposit and cancellation policy. The cancelled villa would not be available for the new reservation, as the villa would be offered to the next waitlisted reservation.

- d) The Hotel shall respond to all cancellations within Twenty-Four (24) hours. A reservation is not considered as cancelled until the Hotel confirms the cancellation as per the cancellation policy.

## **XII. RESERVATIONS**

- a) All bookings should be sent in writing to the Hotel's reservations department by email to [mleon.rsvn@waldorfastoria.com](mailto:mleon.rsvn@waldorfastoria.com). Standard response time for a booking request is twenty-four (24) hours.
- b) First & last name of the guests, date of birth of children, stay dates, flight details and nationality of the guests should be provided at the time of booking request.

## **XIII. FREE SALE**

This Agreement allows the Company to sell and report accommodation to the Hotel on free sale until the Hotel notifies the Company to cease bookings. Rooms are offered on Non LRA (Non Last Room Available) basis. The Hotel will acknowledge receipt of the booking within 24 hours.

In the event of a stop-sales being issued for any villa category, the Hotel will send a stop sales notification to the company. Note: on some occasions a stop sales notification can reopen villas for sale. 24 working hours will be given for the Company to advise any unreported bookings to the Hotel to confirm.

Free sale is not applicable

- a) During Festive & Easter Season
- b) For Stella Maris Ocean Villa all Two-bedroom Villas and all Three-bedroom Villas, availability on request basis only

## **XIV. PAYMENT**

The parties agree that the Package Hotel Payment for Package Bookings shall be applied to each Package Booking made through the Intermediary System that meets the criteria of Section 4 of the General Terms (linked on page 1 of this contract).

### **BENEFICIARY DETAILS:**

Account Name: Waldorf Astoria Maldives IthaaFushi  
Account Number: 0000215910  
Currency: USD

Bank Name: The Mauritius Commercial Bank (Maldives) Private Limited  
Address: H. Sifa. Boduthakurufaanu Magu, Male, Republic of Maldives  
Swift Code: MCBLMVMV

### **INTERMEDIARY BANK ACCOUNT DETAILS:**

Bank Name: Citibank NA- New York  
Swift Code: CITIUS33

## **XV. HOTEL INFORMATION AND IMAGES, PREFERRED PLACEMENT**

Hilton may provide Company with access to the Hotel Information via the API, or through other means as determined by Hilton. At Company's sole cost, Company shall load the applicable Hotel Information into the Intermediary System, including for display on the Website(s) in response to guests' queries. Company will use commercially reasonable efforts to maintain and update its Intermediary System to the extent necessary to receive the Hotel Information through the API; provided, however, that in the event that Hilton adjusts the process regarding the transmission of Hotel Information after the Effective Date, the parties will work together in good faith to address any concerns regarding such modifications.

For clarity, and throughout the entire term of this Agreement, Company acknowledges and agrees that the position of the Hotel's room inventory and products listings that appear in any applicable destination search results on the Website(s) will be based solely on lawful criteria as determined by the Company in a manner that is consistently applied in good faith by the Company across all hotel brands (including Hilton brands), and Company will not position the Hilton brands disadvantageously as compared to all other hotel brands.

## XVI. HOTEL COLLATERALS

You may download the latest Hotel images and videos by clicking [here](#), to access floor plans please click [here](#) and for all other collaterals please click [here](#). The information provided in the links are updated on a regular basis and you may continue to access the same links for further information.

## XVII. OTHER

### 1. HOTEL POLICY

- a) The Hotel is a non-smoking resort with designated smoking areas.
- b) If the Company is interested in discussing group (any booking of more than 9 rooms). Please call the Hotel directly. This Agreement does not cover other negotiated or corporate rates. Static Room Prices (not directly connected) may never be sold online by Company or its Affiliates or their respective distributors.

### 2. GENERAL Terms and Condition

- a) The Company will ensure that any Hotel Fees set by the relevant Hotel is always displayed prominently prior to any purchase so as to ensure affirmative, knowing consent to such Hotel Fees prior to purchase. Company is solely and fully responsible for informing all prospective guests about the applicable Hotel Fees, which are separate and distinct from the Hotel Payment and Occupancy Taxes. Should any guest object to paying the applicable Hotel Fees by claiming inadequate notice of the applicable Hotel Fees charged by Company at the time of purchase, Company agrees to reimburse the relevant Hotel for such charges upon receipt of invoice and supporting documentation.  
For clarity, the Company will display and disclose all mandatory and non-optional fees and charges of Hotels (e.g., resort fees, urban destination charges) on the Company's platforms substantially in the same or comparable manner and on the same pages that Hilton is legally required by applicable laws or relevant authorities to display (or, in connection with a government investigation or inquiry, displays) such fees on Hilton's direct channels. If such display requires the Company to undertake significant modifications to its website, then Hilton and the Company will engage in good faith discussions about the timing and scope of such changes; provided that the timing shall not be longer than Hilton has to comply with any new or changed requirements.
- b) **Transmission and Use of Guest Data:** Hilton and the Hotels handle guest personal information in a manner consistent with Hilton's [Global Privacy Statement](#). Hilton and the Hotels are committed to collecting, protecting, and using personal information in a reasonable manner in accordance with laws applicable to Hilton and the Hotels, including the European Union's General Data Protection Regulation (Regulation (EU) 2016/679) ("GDPR"). Pursuant to GDPR, each party acts as an independent "Data Controller" with respect to its processing of personal information in connection with this Agreement, and each party will comply with its respective obligations as such. To the extent that either party provides personal data to the other party pursuant to this Agreement, the party supplying the personal data confirms that it has consent or another legal basis to provide the personal data to the receiving party. For clarity, nothing in this Agreement limits a party's ability to use an individual's personal data to the extent directed by, consented to or requested by such individual. Company represents that it has authority from each guest to share guest data with Hilton and the relevant Hotel as provided herein to secure the reservation(s). Hilton and the Hotels agree to treat such guest data in accordance with Hilton's [Global Privacy Statement](#), and Hilton and the relevant Hotel will be a "Data Controller" for such data.
- c) For the avoidance of doubt, and during the entire term of this Agreement, Company further covenants and agrees to refrain from insisting that any Hotel must agree to any additional or contrary terms or conditions other than the terms and conditions as contained in this Agreement, whether such contrary or additional terms and conditions are in the form of an amendment or addendum to the Agreement or even in a separate contract (no matter whether Company intends to have such separate contract supplement this Agreement).
- d) For the further avoidance of doubt, unless authorized by Hilton, Company may not solicit, obtain or distribute rooms at any participating Hotel through any other means or agreements, including without limitation through direct contacts with any Hotel or through arrangements with other intermediaries, and Company may only distribute rooms as specifically provided herein (i.e., over voice telephone calls and the internet) for Company, its Affiliates and other third party sites approved by Hilton.
- e) The initial term of this Agreement shall be one year beginning on the Effective Date set forth above (unless terminated sooner as provided for in the General Terms).
- f) This Agreement is valid for a minimum production of 200 room nights. The Hotel will review room night production semi-annually. Hotel's tracking system will prevail over any other tracking system for tracking all room night activity under this Agreement. Should the Hotel find that room night production in an applicable period is below the Hotel's expectations based on the minimum production of 200 room nights, the Hotel reserves the right to terminate this Agreement upon 30 days' written notice to the Company.

- g) For the avoidance of doubt, this Agreement hereby supersedes and replaces in its entirety any and all prior and contemporaneous oral and written agreements related to static Room Price contracts, express or implied, between the Company and the Hotel, as of the date the parties enter into this Agreement;
- h) This Agreement, including the General Terms, together constitutes the entire agreement between the Company and the Hotel and may not be amended or changed unless done so in writing and signed by Company and Hotel (except that the General Terms are subject to change from time to time by Hilton in accordance with the terms stated therein);
- i) The persons signing below warrant that they are authorized representatives of the above indicated Company and Hotel who have authority to enter into this Agreement;
- j) This Agreement will not be valid and enforceable until a signed copy is returned to the Hotel by [date].
- k) All above rates are quoted NET in US Dollars, including 10% service charge and mandatory 16% TGST (Tourism Goods Service Tax).
- l) Government taxes, fees and charges are subject to change from time to time and Waldorf Astoria Maldives Ithaafushi reserves the right to add such changes effective from the date of implementation.

**ACCEPTED AND AGREED TO:**

**Please note that the Company may not sell Hotel rooms prior to receiving a counter signed copy of this contract by the Hotel**

**NUBA EXPEDICIONES**

By:



\_\_\_\_\_  
[Sign here]

Name: Alessandra Girardi  
Position: Director  
Date: 10 January 2024  
Email: [alessandra.girardi@nuba.net](mailto:alessandra.girardi@nuba.net)

**WALDORF ASTORIA MALDIVES ITHAAFUSHI**

By:

\_\_\_\_\_  
[Sign here]

Hassan Riyaz  
Assistant Sales Manager  
Date:  
Email: [Hassan.riyaz@waldorfastoria.com](mailto:Hassan.riyaz@waldorfastoria.com)

\_\_\_\_\_  
[Sign here]

Assistant Commercial Director - Sales  
Date:  
Email: [Yuliya.Pospelova@waldorfastoria.com](mailto:Yuliya.Pospelova@waldorfastoria.com)

\_\_\_\_\_  
[Sign here]

TJ Joulak  
General Manager  
Date:  
Email: [TJ.Joulak@waldorfastoria.com](mailto:TJ.Joulak@waldorfastoria.com)

Billing Contact: [MLEON.AR@WaldorfAstoria.com](mailto:MLEON.AR@WaldorfAstoria.com)