

15 January 2024

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**Agreement for CMS Site Inspection Group (Sunday, 4 February, 2024 - Thursday, 8 February, 2024)**

Thank you for choosing Andaz Macau at Galaxy Macau™ (“the Resort”) for your forthcoming group. Details of the services and facilities are set out herein for your consideration. Your acceptance by way of a returned signed copy on or before **Friday, 19 January, 2024** constitutes a legally binding agreement between both parties.

**I. ACCOMMODATION ARRANGEMENT**

**Andaz Macau**

		Sun 4 February 2024		Mon 5 February 2024		Tue 6 February 2024		Wed 7 February 2024	
	Occupancy	Rooms	Rate	Rooms	Rate	Rooms	Rate	Rooms	Rate
<b>King Bed</b>	Double	-	-	7	MOP 800.00	-	-	-	-
<b>2 Twin Bed</b>	Double	2	MOP 800.00	22	MOP 800.00	2	MOP 800.00	2	MOP 800.00

**Inclusions and Notations**

- The above room rates are non-commissionable and **subject to** 10% service charge & 5% government tax.
- Complimentary mini bar upon arrival.
- Complimentary Wi-Fi available in Galaxy Macau™ (both in guest rooms and public area).
- Complimentary use of sky wave pool, skytop rapids, swimming pool and gymnasium during the stay.
- Complimentary Galaxy Express (between Galaxy Macau and Macau Ferry Terminal / Taipa Ferry Terminal / Macau International Airport / Border Gate / Lotus Border).
- Complimentary enrollment to GEG Privilege Club to enjoy exclusive offer for dining and shopping. GEG Privilege Club terms and conditions apply.
- The negotiated rates are applied exclusively for this group only on the above specified dates. Pre and Post stay will be based on hotel's availability and best available rate at the time of request.
- The above quoted rates are based on exchange rate of one (1) Hong Kong Dollar (HKD) to one (1) Macau Pataca (MOP)

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## COMPLIMENTARY/CONCESSION POLICY

### Stay Extra Save Extra

- For every Ten (10) rooms booked, occupied and paid per night, one (1) complimentary room will be accorded, on contracted dates only. (Complimentary room(s) will be the room(s) with the lowest nightly rate within the contracted group block).
- Final number of complimentary room(s) is subject to final pick up of the group. Terms & Conditions applies.

## CHECK IN / CHECK OUT

Check-in is after 15:00 hours. Rooms required before 15:00 hours on the day of arrival on confirmed basis must be pre-blocked and at an additional one (1) night room charge.

Check-out is before 11:00 hours. Use of rooms from 11:00 hours to 18:00 hours on the day of departure may be arranged at fifty percent (50%) off the negotiated rates, subject to availability. Use of guest rooms/suites/villas after 18:00 hours will be charged at a full night room rate, and is subject to availability.

## RESERVATIONS

We understand that all reservations for this event will be submitted via a name list to our reservations department. Please indicate the following details on the name list:

- Names of guests and sharing accommodation
- Place of origin of guests
- Arrival and departure dates
- Arrival and departure times
- Segregation of rooms' type
- Dietary restrictions, if any

To help us serve you better, please provide as much details as possible.

The final name list must be provided on or before the Final Review Date (**Thursday, 25 January, 2024**) together with a one night non-refundable deposit per room, or credit card guarantee for individual reservations. This final guest name list and number of rooms / suites required constitute the Final Room Block.

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Reductions from the Final Room Block received after the Final Review Date (**Thursday, 25 January, 2024**) will be charged cancellation fees which shall be equivalent to the difference between the total room nights of the Final Room Block and Actual Room Night used.

In the event of no-shows, the total number of room nights guaranteed per room ("No-Show Room") will be charged. Rooms / Suites for the number of nights affected by such no-shows shall be returned to the Resort for resale. Guests not listed on the final name list cannot take up the No-Show Rooms.

If the lengths of stay or dates are changed, the Resort reserves the right to revise the room rates quoted herein accordingly.

## **NO-SHOW AND SHORTENED STAYS**

In the event a confirmed booking is absent on day of check-in without notice or shortened the period of stay, any advance payments made will be forfeited. If no advance payments were made, the rates for the full length of stay will be charged as no-show fees to you.

## **II. GENERAL TERMS**

### **1. GUARANTEE POLICY**

Accommodations herein have been tentatively reserved pending your confirmation. Should we not receive the signed copy of this contract by **Wednesday, 17 January, 2024**, and deposits or advance payment schedules defaulted, the accommodations herein will be automatically returned to the Resort for sale to other clients.

### **2. LOSS OR DAMAGE**

The Resort will not be held responsible for any damage(s) or loss(es) of merchandise, equipment or valuables left on the Resort's premises prior, during or after an event. Items of value should be insured at the discretion of the organizer of the event. You shall compensate the Resort for any loss/damage(s) of any property of the Resort, caused directly or indirectly by your guests or any third party contractors engaged by you.

### **3. DISCLOSURE**

The purpose of meetings and events shall be freely disclosed by you and will at no time undertake any activity that is deemed as illegal or improper.

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#### 4. DEPOSIT / ADVANCE PAYMENT POLICY

The following is required to be received by the Resort according to schedule prior to event:

Deposit	Scheduled Date	Amount Due
1 <sup>st</sup> Deposit	On or before <b>Friday, 26 January 2024</b>	<b>MOP30,360.00</b> net is required (which equivalent to 100% of the total guaranteed charges).
Final Payment	Prior to conclusion of the event on <b>Tuesday, 6 February, 2024</b>	Any additional charges incurred

#### MODE OF PAYMENT

##### 1<sup>st</sup> Option : Payment by Cheque

- Please note that we only accept Company cheque which is issued by the bank that located either at Macau or Hong Kong.
- The cheque should be written payable to “**New Galaxy Entertainment 2006 Company Limited**” or “**新銀河娛樂 2006 有限公司**” and send it to Galaxy Hotel Macau, Avenida de Cotai, Cotai City, Macau SAR and attention to myself.

##### 2<sup>nd</sup> Option : Payment by Credit Card

Alternatively, you may make payment by credit card via our Payment Link System. The payment link of each settlement will be set up upon request. You will require to input your own credit card details online for security reason.

##### 3<sup>rd</sup> Option : Payment by Telegraphic Transfers

- Currency: HKD  
 Bank: OCBC Bank (Hong Kong) Limited  
 Address: 161 Queen’s Road, Central, Hong Kong  
 Account Name: New Galaxy Entertainment 2006 Company Limited  
 Account No: 035-802-059099-831  
 Swift Code: WIHBHKHH
- Currency: MOP  
 Bank: Industrial and Commercial Bank of China (Macau) Limited  
 Address: 18/F, ICBC Tower, Macau Landmark,  
 555 Avenida da Amizade, Macau  
 Account Name: New Galaxy Entertainment 2006 Company Limited  
 Account No.: 01191002-0000-5430153  
 Swift Code: ICBKMOMX

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c) Currency: HKD  
Bank: Industrial and Commercial Bank of China (Macau) Limited  
Address: 18/F, ICBC Tower, Macau Landmark,  
555 Avenida da Amizade, Macau  
Account Name: New Galaxy Entertainment 2006 Company Limited  
Account No: 01191002-0000-5430029  
Swift Code: ICBKMOMX

Any outstanding balance to be settled by cash or credit card at the end of the function.

## 5. MASTER ACCOUNT

A Master Account will be created by the Resort, whereby charges as agreed will be settled by you upon departure / on or before **Thursday, 8 February, 2024**.

Settlement of the Group Master Account(s) can be made in the form of Cash or Credit Card. Settlement of the Group Master Account by Bank Draft or Telegraphic Transfer will only be accepted if prior arrangements have been made with the Resort.

If you fail to settle the accounts within the agreed credit period, the Resort will have the right to demand immediate payment on all outstanding accounts and an interest of 1% per month will be charged on all overdue amounts.

## 6. AUTHORIZED SIGNATORY

We have mutually understood that **Ms Ruifen Fan, Manager** will verify all bills to the Master Account.

## 7. BILLING INSTRUCTIONS

Billing instructions for below charges which will occur from this group are stated as follows:

Items	Master Account	Guest Account
Guestrooms (including tax and service charge)	X	<input type="checkbox"/>
Incidental Charges	<input type="checkbox"/>	X
Others	<input type="checkbox"/>	X

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## 8. PRICING POLICY

This exclusive offer will remain valid for the above Event Period only. Kindly note that prices quoted may be subject to change, depending on change in event requirements / dates. All charges are to be paid in Macau Patacas (MOP), based on exchange rate of one (1) MOP to one (1) Hong Kong Dollar (HKD). The Resort reserves the right to claim you for any loss as a result of the difference in exchange rates arising from accounts being settled in other currencies, unless dictated by local legislation.

## 9. NON-COMPLIANCE OF DEPOSITS AND ADVANCE PAYMENT

If the relevant deposit(s) or advance payment(s) is/are not received by the date indicated, the Resort reserves the right of refusal of service and charge for cancellations where applicable herein. Reinstatement of the reservation can only be made upon receipt of payment by the Resort and to the extent that rooms are then available.

## 10. ATTRITION POLICY

The attrition policy aids to maximize the use of guest rooms and event venues held. From the time of reservations are held until the final review herein, the Resort will decline bookings / room sales from other clients. Therefore, cancellation charges will apply to any reduction beyond the stipulated percentages of attrition.

Event/Arrival date referred herein is the first day when a room / suite or event venue is reserved:

Review Date	Event/Arrival Date	Attrition Policy
1 <sup>st</sup> Review	From signing to 10 days prior to Sunday, <b>4 February, 2024</b>	10% of room reduction from the original room block is accepted without penalty
Final Review	Less than 10 days prior to <b>Sunday, 4 February, 2024</b>	No reduction is accepted.

## 11. CANCELLATION IN ITS ENTIRETY

The following charges are applicable for cancellations of the event in its entirety by either party for reasons whatsoever unless it is due to a Force Majeure event. Reasons for cancellations must be sent to the other party in writing. Should the Organization cancel the event for any reasons other than Force Majeure, a cancellation fee as set out in the below table shall apply. Any Deposits or advance payments made are not refundable. However, as a gesture of goodwill, the Resort will hold all advance payments as credit for future bookings for a period of three (3) months. Unused credits after this 3 months' period shall be forfeited and used by the Resort as cancellation charges. If the Resort cancel the event/terminate this Agreement for any reasons other than Force Majeure, any Deposits or advance payments made, shall be refunded in full and cancellation charges set out in the table below shall apply as liquidated damages and the Resort shall be fully released and discharged from any liabilities, fees, charges arising from this Agreement.

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Cancellations Received	Cancellation Charges
29 days or less prior to <b>Sunday, 4 February, 2024</b>	100% of total estimated rooms and/or event charges <b>MOP28,000.00</b>

## 12. TRADEMARKS

You may not, without the prior written approval of the Resort use the Resorts' trade names, name and/or logo for the purposes of marketing of your services in your portfolio, web site, brochure or press materials.

## 13. OVERRIDING RIGHTS

Notwithstanding the aforesaid, the Resort shall have an unfettered and overriding rights and discretions to cancel your reservation or abort your usage of the venues at any time without any liability nor compensation to you by giving you a prior notice, whether or not the reservation is partially paid or guaranteed with full payment, if the venues provided will be or have been used other than for the Express Purpose, or the Resort reasonably suspects that you intend to use, will use or have used the venue for, or you intend to commit, will commit or have committed, or you have any attempt to do or you actually do any acts which are illegal, unlawful, immoral, dangerous or hazardous, or any activities which would be contrary to the public policy and/or policy of the Resort, or would damage or adversely affect the reputation or public image of the Resort, or any activities which would pose the safety and/or health issues to the public. In such event, if any costs, losses or damages are incurred to the Resort as a result of such cancellation, without prejudice to all rights and remedies the Resort may claim against you, the Resort shall have a right to forfeit all such monies deposited by you.

## 14. FORCE MAJEURE

If, for any reason beyond the control of the Resort, including without limitation the generality of the following: any act of God, fire, typhoon, floods, landslides, explosions, war, rebellion, riots, civil commotions, strikes or labour stoppages, act of public enemies, embargoes, epidemics, accidents or mechanical failures, refusal, act of government including suspension or cancellation by any government authority of any licenses, permits or authorization which the Resort has need of to operate or any other event beyond the reasonable control of the Resort, the Resort shall not have any liability to you or your guest(s) for any failure, default or delay in the performance of this agreement.

## 15. PERSONAL DATA

You acknowledge that, to perform the obligations under this Agreement, we may be required to process Personal Data provided and that, in conducting our operations, it may be required to disclose such information to public authorities, affiliates, subsidiaries, external auditors or legal counsels or any related third party in and outside Macau. The Personal Data will be treated as strictly confidential.

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## 16. GOVERNING LAW

This Agreement shall be governed and construed in accordance with the laws of Macau and the parties agree to submit to the exclusive jurisdiction of the courts of Macau in the event of any disputes arising from or relating to this Agreement or any breach thereof.

Ms Fan, please review the above details and acknowledge your acceptance of the arrangements by signing this agreement and returning the same to us on or before **Wednesday, 17 January, 2024** for acceptance. If we do not receive the signed copy from you after the due date, this agreement will be treated as invalid or null.

**COMFORT INTERNATIONAL M.L.C.E.  
SERVICE CO., LTD**

**NEW GALAXY ENTERTAINMENT 2006  
COMPANY LIMITED**

Confirmed & Accepted by

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Authorized Signature with Company Chop

Name: Ms Ruifen Fan

Date:

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Mr James Tin

Manager - MICE Sales

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Ms Evelyn Kang

Assistant Senior Vice President  
Customer Development