

By clicking "I AGREE" and by completing the online Membership Application I agree to be bound by these Terms and Conditions

These Terms and Conditions set out the basis on which a Member may participate in the Wings & Wheels Go Beyond Trips travel club program at the optional travel package and earn W points & Benefits selected to become Go Beyond Travel Club Membership.

Definitions: The following terms when used herein shall have the following meanings;

"Affiliate" means: a third party with whom Wings & Wheels has entered into a contract wherein the third party provides Benefits to Members of the closed-user group program operated by Wings & Wheels.

"Benefits" means: access to the various special products and services made available to Members, which Benefits shall be as published on the Wings & Wheels Travel website. Special offers, exclusive product and or pricing and such other products and services as Wings & Wheels shall in its sole discretion offer from time to time.

"Life time Purchasing" means: the one-time purchase at any member package throughout the life time due on application to become a Member.

"Member" means: a person who has been accepted by Wings & Wheels as a member and who has paid the life time Package Purchase Fee and continues to purchase our travel services and tour packages throughout his/her lifetime.

Non-member means: A person who did not buy any member packages and has not been accepted by Wings & Wheels as a member.

"Membership Application" means: this paper Membership Application Form and application process.

"Web Site" means: the Wings & Wheels Travel website, [www.wingsnwheelstours.com](http://www.wingsnwheelstours.com) or sub domains of that Web Site and any other web sites including subdomains through which Wings & Wheels Travel may offer access to Program Benefits from time to time.

"Wings & Wheels or We" means: Wings & Wheels Travel Co., Ltd, a limited liability company registered in Myanmar.

"Points" means: Wings & Wheels allow to give the point to a member who like to use and participate in promotions and tournaments. Our member can use those points when they purchase travel services go through Wings & Wheels travel website & apps. If their collection points are getting 500 points equal to 500 USD, they can issue the cash redeem Boucher at the company.

**1.** To become a Member of the Program you must be 18 years of age or older.

**2.** Wings & Wheels may refuse to accept any Membership Application in its sole discretion.

**3.** Membership in the Program becomes effective only when the Membership Application is accepted by Wings & Wheels, Lifetime Purchasing to become member is paid and received by Wings & Wheels Travel, and on your first visit to the Web Site you have accepted the Terms and Conditions of Membership.

**4.** If paying by credit or debit card or any MPU payment you hereby certify that the credit or debit card used to make payment is held in your name or that you are an authorized user of the card or account. You confirm that you understand and agree that the transaction contemplated by this purchase consists of the Membership Fee until the Membership is cancelled by notice in writing in accordance with these Terms and Conditions.

**5.** Your Membership shall remain in effect until (i) terminated by you by sending, in writing, notice of cancellation of your Membership to Wings & Wheels by certified mail to No.112, 1<sup>st</sup> Floor, Pyay Road, 8 Miles, Mayangon Township, Yangon or by email to [info@wingsnwheelstours.com](mailto:info@wingsnwheelstours.com) or (ii) terminated by Wings & Wheels by sending in writing, notice of cancellation of your Membership to you by certified mail at the address held on file by Wings & Wheels for you or by email to the email address held on file for you at the date of the notice. (Notice to Wings & Wheels must include your signature, printed name, address, and Member Identification Number).

**6.** Benefits may be booked and used by any Member and by one (1) adult aged 18 or older who resides in the same household as the booking Member including a spouse, civil or other partner. A maximum of two (2) adults aged 18 or older may travel on a Go Beyond Trip per booking provided at least one (1) adult on the booking is a Member or is an adult aged 18 or older who resides in the same household as the Member. A Membership may only be held in the name of an individual person; Wings & Wheels does not accept Membership Applications in multiple names, partnerships, trusts or in the names of business entities.

**7.** Members may take dependent children on Go Beyond Trips by paying the company designated trip charge. Children may be charged an additional Dependent Child Fee (DCF), which is particular to each Go Beyond Trips and will change accordingly. Dependent children are those children residing with their parent(s) or legal guardian(s), in school and 18 years of age or under. In addition, a child who is permanently disabled (no matter what age) and under the direct care of his or her parent(s) or legal guardian(s) is a dependent child. Additional rooms for dependent children under the age of 18 years not sharing accommodation with adult guests can be requested but are not guaranteed to be available and will be subject to additional charges which may vary.

**8.** You agree that due to the inherently limited inventory in the travel industry, the availability of specific travel services or features such as room upgrade or amenities is not guaranteed and may be subject to limits on availability or price which may vary. You further agree that Wings & Wheels will make every available opportunity to offer you the best possible price but that prices may increase above the initially published price due to limited inventory availability. Go Beyond Trips and other travel are booked subject to the booking terms and cancellation policy applicable to each booking, which may contain restrictions imposed by a member such as minimum or maximum age requirements, travel insurance and visa requirements. Wings & Wheels shall not be responsible for your failure to comply with such restrictions or requirements, where you have been advised of these on or prior to booking.

**9.** Membership is personal to you as a Member and you may not transfer, assign, charge or otherwise dispose any of your rights or obligations without the prior written consent of Wings & Wheels. The Membership shall terminate automatically on the death of the individual in whose name the Membership is held.

**10.** All materials, information, software, products, and services included on or available through the Web Site for your use. The content is provided without warranties of any kind, either express or implied.

**11.** Any controversy, claim or dispute arising out of or relating to these Terms and Conditions shall be resolved exclusively by confidential, binding arbitration in Myanmar. Judgment upon any award rendered in the arbitration may be enforced by any court of competent jurisdiction. Unless decided otherwise in the arbitration, each party shall bear its fees and/or costs shall be shared equally.

**14.** These Terms and Conditions shall be governed by and construed in accordance with the laws of the Union of Myanmar, excluding its conflicts of law rules.

**15.** Any software that is made available to download from the Web Site (the "Software") is the copyrighted work of Wings & Wheels, its subsidiary, associate or affiliated entities and/or its Affiliates and/or their suppliers or licensors. Use of the Software is governed by the terms of the use of the Web Site.

**16.** You shall not use, disseminate or reproduce any Wings & Wheels trademarks, copyrights or other intellectual property in marketing materials, advertising on social media including but not limited to Facebook, Twitter, or LinkedIn, domain registration or any other advertising and or marketing outlet without the expressed written consent from the Wings & Wheels Compliance department.

**17.** You shall not use the Web Site for any purpose that is unlawful or prohibited by these Terms and Conditions, and you agree to respect other users of the Web Site. We reserve the right to terminate your use of the Web Site and your Membership if, at any time, you engage in any conduct that we, in our sole discretion, deem to be detrimental to Wings & Wheels, the general public or other users. In such instances, you shall forfeit Membership "points" or any other incentives awarded by us or our Affiliates accrued but not redeemed or used upon the termination of your Membership.

**18.** We may revise and amend these Terms and Conditions from time to time. Your use of any of the Web Site and Benefits offered in the Program will be subject to the Terms and Conditions in force at the time you access the Web Site and the Benefits and your use of the Web Site and or the Benefits shall constitute your acceptance of the applicable terms and conditions.

**20.** By completing and submitting the Membership Application Form, you specifically authorize Wings & Wheels to transfer and disclose personal or confidential information which you have provided to Wings & Wheels in connection with your Membership Application Form.

**21.** The Membership Application Form and these Terms and Conditions constitute the entire contract between you and Wings & Wheels relating to your Membership. Any promises, representations, offers, and other communications not expressly set forth in these Terms and Conditions are of no force or effect.

**22.** If any provision of the Agreement is held to be invalid or unenforceable, such provision shall be reformed only to the extent necessary to make it enforceable and the balance of these Terms and Conditions will remain in full force and effect.