

Yacht Charters

Terms & Conditions

The Privilege

1. As Etiqa Insurance Pte. Ltd. ("Etiqa")'s esteemed client ("**Esteemed Client**"), this privilege is exclusively offered to you, who will be entitled to enjoy preferential rate for Yacht charters by **Valencia Yachts ("Partner")** from the start of your eligibility ("**Status Period**") ("**Privilege**").
2. "**Yacht Charters**" refers to the exclusive use of the yachts for duration of charter by you.
3. You will enjoy the following discount:
 - a. 15% off on all Catamaran charters (which includes Valencia, Maximum I & Maximum II)
4. To enjoy this Privilege:
 - a. You are to make your booking requests directly with the Partner via their portal at <https://valenciayachts.com> and apply the promo code as stated below to enjoy the discounts offered:
 - i. "**esteem15**" for 15% off on all Catamaran charters (which includes Valencia, Maximum I & Maximum II)
 - b. You are subjected to the terms and conditions of the Yacht charters provided by the Partner.
5. All bookings are subject to availability and have to be made at least 48 hours in advance.
6. The Esteemed Client status must be valid at the time of utilizing the Privilege offered by the Partner.
7. You acknowledge that the Yacht Charters will be managed and provided by a third party Partner and you shall not hold Etiqa, its related corporations, employees and/or independent contractors liable for any loss, injury, liability, expense or damage whatsoever or howsoever incurred or sustained by you and/or any other person by reason of, arising from or in connection with the use of the Yacht Charters provided by the Partner. Neither Etiqa nor the Partner shall be responsible for any delays, cancellations, route changes, or interruptions in service due to unforeseen conditions such as bad weather, mechanical issues, sea conditions, or no-shows by the crew that may affect your charter experience or itinerary.
8. Etiqa is not the provider of the Yacht Charters and any related service(s) and makes no representation or warranty whatsoever as to the quality and/or availability of the Yacht Charters S provided and assumes no liability or responsibility for the acts or defaults of the Partner or any other third party service provider or for any non-delivery or non-performance of Yacht Charters.
9. Etiqa is not an agent of the Partner or any other third party service provider. Any dispute over the service provided should be resolved directly with the Partner.
10. Etiqa reserves the right to vary, delete or add to any of these terms and conditions from time to time or to withdraw, suspend or terminate this preferential Yacht Charters rate at any time without prior notice.

11. Etiqa's decision on all matters relating to this Yacht Charters shall be final, binding and conclusive on you.
12. In the event of any inconsistency between these terms and conditions and any brochure relating to this service, these terms and conditions shall prevail.
13. You shall comply with all the terms and conditions as stipulated by the Partner. All Privileges are non-refundable and non-exchangeable for cash or in kind, and is not valid for use in conjunction with other promotions or discounts by Etiqa or the Partner, unless expressly stated otherwise at the time of use.
14. Terms and conditions governing the Esteem by Etiqa Programme shall also apply and read together with this terms and conditions of the Yacht Charters.

General Terms and Conditions

1. By participating in the Esteem by Etiqa Programme (the "Programme"), you consent to Etiqa and its related companies, its agents, authorised service providers and marketing partners collecting, using, disclosing and sharing your personal data and those whose personal data you have provided, for purposes reasonably required by Etiqa to:
 - a. process your Esteemed status;
 - b. provide you with the Privileges you are entitled to or utilised by you; and
 - c. such other purposes as stated in Etiqa's Personal Data Policy on Etiqa's website, which you confirm that you have read and understood. You may withdraw your consent by submitting the Marketing Withdrawal Form at www.etiqa.com.sg or email to customer.service@etiqa.com.sg.
2. You confirm and agree that consents herein supplement but do not supersede or replace any other consents which you may have previously provided to Etiqa, and are additional to any rights which Etiqa may have at law to collect, use or disclose your personal data, with or without your consent, to the extent permitted under applicable law.
3. In addition, where personal data of any person is disclosed by you, you further confirm and represent that you have obtained the consent of the individual concerned for the purposes, unless such consent is not required under applicable laws.
4. By participating in this Programme, you agree to our [Data protection](#) and [Privacy statement](#).
5. In the event of any inconsistency between these terms and conditions and the contents of any marketing and/or promotional materials relating to the Programme, these terms and conditions shall prevail. Any questions or disputes regarding these terms and conditions, shall be resolved at our sole discretion and our decision shall be final and binding.
6. If any part(s) of these terms and conditions are found to be void or unenforceable, such provision(s) shall be deemed to be severed and the remaining provisions shall remain in full force and effect.
7. The decision of Etiqa on all matters pertaining to the Programme and the Privileges shall be final and binding you, and no further correspondence or appeals will be entertained.
8. By participating in the Programme, you agree and undertake to, at all times, indemnify, keep indemnified, and hold Etiqa harmless against all losses (including direct, indirect, incidental and/or consequential losses), damages (including general, special, and/or punitive damages), demands, injuries (other than personal injury caused by Etiqa's negligence), claims, costs, penalties, interest and fees (including all legal fees as whether or not incurred in respect of any real, anticipated, or

threatened legal proceedings), howsoever caused by, arising or resulting from, whether directly or indirectly, in your participation in the Programme, usage and/or enjoyment of the Privileges and/or goods and services offered by the Partners, or the failure or default on the part of any Partner to supply any Privileges.

9. Etika reserves the right and sole discretion, at any time and from time to time without prior notice, to revise the terms and conditions of the Programme including the qualifying premium requirement, eligibility of any person to participate in the Programme, the imposing of any fees and charges, withdraw or terminate the Programme, vary or withdraw the Partners participating in the Programme and/or Privileges offered under the Programme, or substitute any Privilege with another Privilege of similar value without being liable for any damages, losses or expenses.
10. The use of the goods and services is subject to such other terms and conditions as may be imposed by the Partner supplying the goods and services. The Esteemed Client should check with the Partner for details. Etika makes no representation or warranty whatsoever as to the quality, merchantability or fitness for any purpose, or for the use or consumption thereof or any other implied terms or conditions with respect to the goods and services provided by the Partner.
11. Etika shall not be liable for and assumes no liability or responsibility for any of the following: (a) non-performance or defects in the goods and services provided by the Partner and/or (b) any loss, damage, expense, liability and/or injury whatsoever or howsoever caused arising from the use, consumption and/or enjoyment of the goods and services provided by the Partner. Any such dispute relating to the goods and services provided by the Partner should be resolved directly with the Partner and Etika shall have no liability with regard to such dispute.
12. The terms and conditions of the Programme shall be governed by and interpreted in accordance with Singapore law. The courts of Singapore shall have exclusive jurisdiction over any disputes arising from the terms and conditions, including the validity and enforceability thereof.
13. A person who is not a party to these terms and conditions has no right under the Contracts (Rights of Third Parties) Act 2001, to enforce any of these terms and conditions.

Information is accurate as at 21 November 2024.