

Sonesta Travel Pass™ Planner Perks Program Terms and Conditions

1. General and Definitions

- 1.1** Sonesta Travel Pass™ Planner Perks and its benefits are offered at the sole discretion of Sonesta International Hotels Corporation (“**Sonesta**” or “**we**”, “**us**” or “**our**”). All interpretations of the Sonesta Travel Pass Planner Perks Program (“**Program**”) and the Sonesta Travel Pass Program shall be at the sole discretion of Sonesta. Sonesta reserves the right to terminate, modify, revise, or change, in whole or in part, the Program, the Sonesta Travel Pass Program, the Program’s Terms and Conditions, the Sonesta Travel Pass Program’s Terms and Conditions, and the benefits, rewards, inventory and/or availability of rewards at any time, from either program, with or without notice, subject to applicable law. Further, the membership of participating hotels in the Sonesta Travel Pass Program as well as partner affiliations may change at any time without prior notice. Changes may result in a reduction in the value of benefits or points already accumulated and may also result in forfeiture of unused points.
- 1.2** To earn or redeem the benefits or rewards described hereunder, eligible participants must be an active member of Sonesta Travel Pass. For complete terms and conditions applicable to membership in and benefits relating to Sonesta Travel Pass, visit: <https://www.sonesta.com/travel-pass/terms-conditions>. The Sonesta Travel Pass Terms and Conditions are incorporated herein by reference. In the event of any conflict between these Program Terms and Conditions and the Terms and Conditions of the Sonesta Travel Pass Program, the terms and conditions of the Sonesta Travel Pass Program shall prevail, unless this Program document expressly acknowledges such conflict. All capitalized terms used herein without definition shall be defined in accordance with the terms of the Sonesta Travel Pass Program Terms and Conditions.
- 1.3** To be eligible to participate hereunder, an individual (hereafter a “**Meeting Planner**”) must sign a binding written agreement after May 12, 2025 with a participating Sonesta® hotel with reference to the Sonesta Travel Pass Planner Perks Program that contain reservations for at least one (1) of the following terms: (i) group bookings of rooms for ten (10) or more individuals; (ii) meetings or event space; (iii) audio visual services performed by and payable to the participating hotel (and not a third party service provider); or (iv) catering services, such reservation to be paid by Master Account (an “**Eligible Agreement**”). Reservations for or relating to weddings are expressly excluded from this Program.
- 1.4** “**Master Account**” means a single account designated by the Meeting Planner to where all charges associated with use of the hotel premises, function space, facilities and services by the group and its vendors shall be posted, including attrition fees (if any), cancellation charges (if any) and any other charges at the request of the Meeting Planner in advance of the commencement of the subject event, and from where all charges shall be paid.
- 1.5** Only the Meeting Planner will receive Travel Pass points earned in connection with an Eligible Agreement; guests staying in rooms registered and reserved by Meeting Planner will not earn Travel Pass points. Only one (1) Meeting Planner will be awarded points in connection with any one (1) Eligible Agreement.
- 1.6** Meeting Planners must be at least 18 years of age or the age to sign a binding contract in their respective state or province of residence, whichever is older.
- 1.7** Sonesta reserves the right to discontinue the Program participation and/or remove points for any Meeting Planner who appears to be using the Program in a manner inconsistent with these Terms and Conditions (including for the avoidance of doubt, the Sonesta Travel Pass Terms and Conditions).
- 1.8** With respect to printing or production errors, Sonesta reserves the right, without limitation, to correct any Program offers, letters, e-mails, benefits, or points. Sonesta reserves the right to correct any point, reward, stay, or benefit granted in error.

2. Sonesta Travel Pass Planner Perks Program Benefits

- 2.1** Sonesta Travel Pass points are awarded to one (1) Meeting Planner as follows: Two (2) Sonesta Travel Pass Reward Points shall be awarded to the Meeting Planner per One Dollar (\$1.00) actually paid to the

participating hotel on (i) room nights; (ii) meetings or event space; (iii) audio visual services performed by and payable to the participating hotel; or (iv) catering services, exclusive of taxes and other fees where applicable, arising out of a single Eligible Agreement, up to One Hundred Thousand (100,000) points per Eligible Agreement. For the avoidance of doubt, complimentary rooms do not count towards qualifying revenue. Notwithstanding any conflict contained in the Sonesta Travel Pass Terms and Conditions, a Meeting Planner shall be awarded points without any requirement that any room night or meeting or event space shall be occupied by Meeting Planner.

- 2.2 Sonesta Travel Pass points shall be awarded to Meeting Planner within eight (8) weeks after payment of the Master Account is received in full, in the sole discretion of Sonesta.
- 2.3 In addition to the remedies set forth in Section 1.7 hereto, any Meeting Planner's participation hereunder may be terminated in Sonesta's reasonable discretion in the event of any failure to pay hotel charges and/or any expenses incurred pursuant to an Eligible Agreement, including if such failure to pay is the result of a payee's check being returned for insufficient funds, chargeback on a payment credit card, or payment being invalid for any reason at any time. Upon Sonesta's termination of such participation, termination will be effective immediately. Sonesta will provide notice to Meeting Planner at the contact information provided in the Eligible Agreement giving rise to the termination of participation. Sonesta is not responsible for the failure of any notification to reach Meeting Planner if Meeting Planner has not provided Sonesta with valid, updated contact information.

3. Miscellaneous

- 3.1 By participating in the Program and receiving benefits hereunder, Meeting Planner agrees that Sonesta and its affiliates and subsidiaries and their respective officers, directors, employees, representatives and agents (collectively, the "**Released Parties**") will have no liability or responsibility whatsoever for, and shall be held harmless against, any liability for any injuries, losses, or damages of any kind (including without limitation, direct, indirect, incidental, consequential, or punitive or exemplary damages) to persons, including personal injury or death, or property arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a Reward Point or benefit. In no event shall the Released Parties be liable to Meeting Planner for any delay in or failure to perform due to causes beyond Sonesta's control, including without limitation, any act of God, act of war, natural, disaster, weather, terrorism, or any act or omission of a third party. This section will survive termination of Meeting Planner's participation in the Program.
- 3.2 This Program and these Terms and Conditions shall be governed by, construed, and interpreted under the laws of the Commonwealth of Massachusetts. The Federal and State courts of the Commonwealth of Massachusetts shall be the exclusive court of jurisdiction in the first instance for any disputes regarding these Terms and Conditions. In any such dispute, under no circumstances will Meeting Planners be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, including attorneys' fees, other than member's actual out-of-pocket expenses, even if Sonesta has been advised of the possibility of such damages.
- 3.3 Sonesta provides the Program, these Terms and Conditions, and other services and products "As Is" and, to the fullest extent permitted by applicable law, expressly disclaims any representation or warranties of any kind, express or implied, including but not limited to warranties of merchantability, or fitness for a particular purpose.
- 3.4 If any mistakes are discovered, Meeting Planner's exclusive remedy shall be the issuance of points, or such other alternative comparable benefit as determined by Sonesta. In no event shall Sonesta be liable to any Meeting Planner, or anyone claiming through a Meeting Planner, for any direct, indirect or consequential damages, or lost revenue or profits, arising out of Sonesta's acts or omissions in connection with the Program.

Updated: April 14, 2025