



## MALDIVES BORDER MILES

### PARTNER REWARDS AGREEMENT

#### CLIENT DETAILS

Business Name	
Registration Number	Operating License No.
Business Type	<input type="checkbox"/> Resort <input type="checkbox"/> Guest House <input type="checkbox"/> Liveaboard <input type="checkbox"/> Hotel

#### CONTACT INFORMATION

Name & Designation
Phone Number
Email

#### OFFER DETAILS ON REWARDS

Offer Availability (The following Rewards are available to Maldives Border Miles members from the partner)

Aida (Bronze)		Antara (Silver)		Abaarana (Gold)	
%	Offer	%	Offer	%	Offer

Free services/ Products	Free services/ Products	Free services/ Products

Offer Time Period \_\_\_\_\_ to \_\_\_\_\_

As a Maldives Border Miles Partner loyalty program participant, you certify that the above information is true and correct in all respects and agree that your participation in the Maldives Border Miles Partner loyalty program is subject to the above and the attached terms and conditions.

<b>IN WITNESS WHEREOF</b> the undersigned, being duly authorized thereto by;	
<b><u>Signed for and on behalf of Partner:</u></b>	
Name	
Title	
Organization	
Date	
Sign	
<b><u>Witness:</u></b>	
Name	
Title	
Organization	
Date	
Sign	

# TERMS AND CONDITIONS TO MALDIVES BORDER MILES PARTNER REWARDS AGREEMENT

The Maldives Border Miles loyalty program (“the Program”) is offered to you by Maldives Immigration on behalf of itself and its stakeholders (individually and collectively, “we”, “us” or “our”). Your signature on the cover page reflects your application to us to provide the Offer stated above, subject to the terms and conditions below (collectively, the “Agreement”). Following your delivery of the executed Agreement to us, we will review the Agreement to determine whether to accept you into the Program. You understand that until we notify you of your acceptance into the Program, you may not advertise that you have any affiliation with the Program. Once accepted into the Program, you agree to participate in the manner set forth in the Agreement.

## 1. Definitions:

For the purposes of this Agreement, the following definitions apply:

“Program” Maldives Border Miles is a nationwide, three-tiered (Aida (Bronze), Antara (Silver) and Abaarana (Gold)) tourist loyalty program run by Maldives Immigration in collaboration with joint stakeholders, which includes Ministry of Tourism, Maldives Marketing and Public Relations Corporation (MMPRC) and Maldives Airports Company Limited (MACL). Program Members are entitled for Rewards by Partners for the agreement period.

“Partner” party affiliated with the Program, who signed up to Maldives Border Miles Partners Loyalty Program Agreement. List of Partners is available on the Website.

“Members” are foreign individuals registered to the Program.

“Reward Scheme” shall determine Eligible Products and Services and the means by which Credit Points can be earned and received for each Eligible Products and Services.

“Reward” means special concessionary price on Eligible Products and Services as well as free services offered by Partners based on the tier earned under the Program.

“Concessionary Price Rules” 2% - 4% discount for Aida (Bronze) Members on Eligible Products and Services, 5% - 8% discount for Antra (Silver) Members on Eligible Products and Services, 10% - 15% discount for Abaarana (Gold) Members on Eligible Products and Services.

“Credit Points” can be obtained by tourists for duration of stay and visits on special occasions. Additionally, points obtained on selected services and products identified by Partners. Based on number of Credit Points, Members can move up the tiers.

“Eligible Products and Services” The list of Eligible Products is defined in Reward Scheme.

“Website” means [www.bordermiles.mv](http://www.bordermiles.mv) and [www.imuga.immigration.gov.mv](http://www.imuga.immigration.gov.mv).

## 2. Program Operations:

According to Rewarding Scheme:

- a) Partner will be able to view Members Credit Points using Partner Login ID and Member ID number using the Website.
- b) Partner can provide special concessionary price on Eligible Products and Services or redeem points for using Eligible Products and Services offered by Partner under the Program based on Credit Points available to the Member on the Website.
- c) Credit Points cannot be exchanged for cash nor refunded.
- d) Credit Points cannot not be transferred or sold.

3. Accessing to the Website, Partner agrees that for all electronic communications, an identification code (“Login ID”) on the website will be provided by Maldives Immigration. Partner will be able to verify Member identity when claiming for rewards accessing the website with the given Login ID to Partner. Partner is responsible for maintaining the confidentiality of the Login

ID and password and is fully responsible for all activities that occur under their program Login ID. Partner agree to immediately notify Maldives Immigration of any unauthorized use of their Login ID or account or any other breach of security.

4. Data Protection within the execution of the Program, Partner may provide Personal Data to Maldives Immigration with such other information as may reasonably be required by Maldives Immigration in order to allow the Partner to participate in the program. Any Data provided to Maldives Immigration shall be accurate, complete and up-to-date. All data collected under the program can be used for administrating and executing the program in accordance with the applicable laws.
5. Participation in the Program as a Partner, you will provide the offer to any Member claiming reward given that they present to you their valid Member ID. Your participation in the Program is without any fee to be paid by either you or us to the other.
6. Terms; You will provide the Offer for the period mentioned in this paper. Once the initial Offer period expires, the Agreement shall continue on a month-to-month basis until either you or we terminate the Agreement. You can terminate your participation in the Program by providing us at least 60 days prior written notice of your intention to terminate. You understand, however, that we can terminate the Agreement at any time. Any rights or obligations that by their context are intended to survive termination of the Agreement shall survive.
7. Exclusivity You agree that the Rewards provided under the Reward Scheme to Members shall be unique and not otherwise offered to the general customers.
8. Promotion of the Program; Your participation in the Program will be identified by displaying at your participating location approved signage in a manner that we may direct. If you wish to advertise your participation in the Program in any other manner, you agree to obtain our prior consent concerning the manner and content. Your affiliation in the Program will be advertised by us in a manner we deem appropriate to promote the Program.
9. License to use Trademarks so that we can promote the Program and your participation in it, you hereby grant us a non-exclusive, revocable license to use your trademarks, service marks, trade names, logos and domain names. In connection with your grant, you represent to us that you have sufficient rights and authority to grant us the foregoing rights. While we will use your marks, we agree that you will, at all times, retain full ownership of your marks.
10. Confidentiality; You agree that the Agreement and any information we provide you regarding the Program is confidential. You agree to use reasonable care in safeguarding any confidential information and to disclose it only to those of your employees or professional advisors that have a need to know. Upon our request, you shall provide any confidential information that we may have provided you. If you breach your confidentiality obligations, you agree that we will take legal measures under the applicable laws. You agree that you will not disclose any confidential information pursuant to an order of court or to any governmental agency without our written permission and otherwise assist us in obtaining a protective order in connection with any requested release.
11. Notices; All communications concerning the Agreement shall be in writing and shall be deemed to have been duly given. Notices to you shall be sent to your email address on the cover page. Notices to us shall be sent to our email [mbm@immigration.gov.mv](mailto:mbm@immigration.gov.mv). Either party may update their mailing or email address by sending prior written notice to the other party in accordance with this section.
12. Compliance with Laws; You agree to comply with all applicable laws and regulations of any public authority and/or governmental entity that may be required to lawfully operate your business and otherwise perform your obligations under the Agreement.
13. Miscellaneous
  - a. Entire Agreement and Amendments; The Agreement is the entire agreement between you and us. No person other than the Parties themselves has any rights or remedies under the Agreement. The Agreement may not be modified except in writing signed by authorized persons of you and us.
  - b. Severability If any provision of the Agreement is construed to be unenforceable, in whole or in part, the provision shall be construed in a manner to permit its enforceability to the fullest extent permitted by law, and we both agree that all other terms in the Agreement shall remain in full force and effect.

c. Successors and Assigns All rights and obligations under the Agreement shall be binding on and shall inure to the benefit of each of our successors and permitted assigns.

d. Waiver of Contractual Right, if either of us fails or neglects to enforce any right either of us has under the Agreement, it will not be deemed a waiver of either of our rights. Rather, a waiver must be in writing signed by the party waiving its rights.

e. Amendment; The Agreement shall be amended by mutual consent expressed in writing. Such amendment shall become effective on such date as determined by the Parties, and shall form an integral part of this agreement.

f. Dispute Settlement; Any difference or dispute between the Parties arising out of the interpretation of implementation or application of the provisions of this Agreement shall be settled amicably through consultation or negotiation between the Parties without reference to any third party.

g. Force Majeure; Neither Party shall be liable for any delay or failure to meet its obligations under this Agreement due to any cause outside its reasonable control including (without limitation), business interruptions. If performance of this Agreement is substantially prevented for a continuous period of 3 (three) months by virtue of any of the aforesaid events then either party may terminate this Agreement by written notice to the other.

h. Governing Law and Jurisdiction; The Agreement shall be governed by the laws of the Republic of Maldives.

i. Entry into Force; The Agreement shall be effective and binding (subject to your acceptance by us into the Program) when you have electronically transmitted to us a copy of the signed Agreement.

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**IN WITNESS WHEREOF** the undersigned, being duly authorized thereto by

**Signed for and on behalf of Stakeholders:**

Name	
Title	
Organization	Maldives Immigration
Date	
Sign	

**Witness:**

Name	
Title	
Organization	Ministry of Tourism
Date	
Sign	