



*Serve all with Love*

# ALVERNIA LADIES CARD TERMS AND CONDITIONS

1. In this Agreement, unless the context otherwise requires, the following terms have the meanings set out below:
  - "MAH" means Mount Alvernia Hospital and its assigns;
  - "Card" means 'The Alvernia Ladies Card' issued by MAH pursuant to this Agreement and the subsequent renewal or replacement of the Card;
  - "Cardholder" means the person to whom the Card is issued;
  - "Programme" means 'The Alvernia Ladies Card' loyalty programme;
  - "Privileges" means any benefits offered by MAH and/or the Vendors in relation to the Programme; and
  - "Vendor" means the person or corporate body that participates in the Programme by providing products and/or services to the Cardholder.
2. Any personal data and/or information provided to MAH shall be subject to MAH's Privacy Policy (available at <https://mtalvernia.sg/privacy-policy/>), which is incorporated by reference into this Agreement. Additionally, the Cardholder agrees that in order to enjoy the Privileges, his or her personal data will be disclosed to the Vendors. In such event, the Cardholder's personal data will be subject to the privacy policies of the Vendors.
3. MAH may revise this Agreement without notice and any change will take effect upon being uploaded on <https://mtalvernia.sg/maternity/alvernia-ladies-card-terms-and-conditions/>. The Cardholder's continued use of the Card indicates acceptance of the revised Agreement. It is the Cardholder's sole responsibility to check the latest version of the Agreement.

## APPLICATION

4. The following person(s) is/are eligible to apply for the Card:
  - maternity patients of MAH; and
  - any other person as may be approved by MAH.
5. MAH reserves the right to reject any application without assigning any reasons whatsoever, and shall not be liable for any damages, losses, liability, costs, claims, charges, expenses or demands whatsoever which any applicant may suffer, sustain or incur, or which may be made against such applicant as a result (directly or indirectly) of any such rejection of application.
6. MAH imposes fees on all Cardholders for the use of the Card and enjoyment of the Programme. Payment made with this application shall be non-refundable. The Cardholder

represents and warrants to MAH that the information furnished by the Cardholder in this application is true and correct. In the event that any information so provided becomes inaccurate or misleading or changed in any way, the Cardholder shall promptly notify MAH of such changes.

## USE OF THE CARD

7. Subject to the terms of this Agreement, the Card is a privilege card only and is issued for use solely by the Cardholder. It is non-transferable. The Card shall remain the property of MAH at all times. Upon the request of MAH, the Cardholder shall return the Card to MAH immediately.

## VALIDITY

8. The Card shall remain valid for such period as may be specified by MAH.

## PRIVILEGES

9. MAH will make available certain Privileges to Cardholders from time to time. Such Privileges may be terminated, withdrawn, suspended and/or amended at any time by MAH at its sole discretion.
10. MAH may at its discretion permit the parents/spouse/child of a Cardholder to enjoy certain Privileges, provided that such parents/spouse/child shall be subject to, and observe and perform these terms and conditions as may be varied from time to time. As the context may require, all reference to "Cardholder" shall include reference to such parents/spouse/child. The Cardholder shall be liable and responsible for the use of the Card by her parents/spouse/child and for the observance and performance of these terms and conditions by her parents/spouse/child.
11. To enjoy the Privileges offered by MAH and the Vendors, the Cardholder must be present, and present the Card at the point of registration or before ordering or making any purchase. Only one Card may be used at any one time. For the avoidance of doubt, Cardholders shall not be entitled to Privileges (including such savings in relation to hospital services that may be offered by MAH and/or the Vendors) for purchases incurred or committed to prior to purchase of the Card.
12. The enjoyment of the Privileges may be subject to additional terms and conditions that may be imposed by MAH and/or the Vendors and you will need to accept those terms and conditions to enjoy such Privileges. The Cardholder agrees to comply with such additional terms and conditions. Where such terms and conditions conflict with this Agreement, those terms and conditions will prevail. Unless otherwise permitted by MAH and/or the Vendors, the Cardholder's entitlement to the Privileges cannot be used in conjunction with any promotional

offer(s), in-house promotion(s) or package(s), discount card(s), offer voucher(s) or price-controlled item(s).

13. A Cardholder is advised to exercise his/her discretion in patronising any Vendor. Nothing in the Programme shall be construed as an endorsement of any Vendor or other entity, and/or the Vendor's products and/or services by MAH. MAH makes no representation or warranty whatsoever as to the quality of goods and service provided by Vendors and all other representations or warranties, whether written or oral, expressed or implied, by statute, common law or otherwise, whatsoever are hereby excluded. In the event of any dispute arising between the Cardholder and the Vendor, the Cardholder accepts that the Cardholder's only recourse is against the Vendor.
14. MAH and/or the Vendor may verify the identity of the Cardholder in any manner that it deems fit in accordance with applicable laws. The Cardholder agrees to co-operate and extend to any assistance that MAH and/or the Vendor may require for such verification.
15. MAH shall have the right to specify that certain Privileges shall not apply to certain Cardholders.

#### LIMITATION

16. MAH's entire liability to the Cardholder, whether based on contract, tort (including negligence), equity, strict liability, breach of statutory duty or otherwise, for any and all injury, loss, claim, damage, costs and expenses shall in no circumstances exceed the amount paid by the Cardholder in relation to the Card.

#### INDEMNITY

17. The Cardholder shall indemnify and keep MAH, its officers, directors, employees and agents (collectively known as the "Indemnitees") indemnified for any damages, losses, liability, costs, claims, charges, expenses (including legal expenses on a full indemnity basis), actions, judgements or demands whatsoever which the Indemnitees may suffer, sustain or incur or which may be made against it or them directly or indirectly as a result of or in connection with or arising out of:
  - any breach by the Cardholder in respect of the Cardholder's obligations under this Agreement;
  - any dispute between the Cardholder and the Vendor arising out of or in connection with the Programme; and

#### GENERAL DISCLAIMERS

18. MAH, its officers, directors, employees and agents shall not be liable for any injury, loss, claim, damage, costs and expenses or any direct, indirect, incidental, special, punitive or

consequential damages of any kind or for any lost profits or lost savings, whether arising from breach of contract, tort (including negligence), equity, strict liability, breach of statutory duty or otherwise, as a result of:

- the Cardholder's access, use or inability to use the Card;
- any disclosure (inadvertent or otherwise) of any information concerning the Cardholder or for any error, omission or inaccuracy with respect to any information so disclosed;
- any loss, damage, destroyed or stolen Card;
- any unauthorised use of the Card and/or Privileges;
- any error, omission and/or inaccuracy in any information provided by MAH and/or the Vendors;
- any of the Vendor's action or omission, and/or any dealings as between the Cardholder and the Vendor;
- any variation, suspension, withdrawal, cancellation or addition of the Privileges by MAH and/or the Vendors, and the Programme by MAH; or
- the Card is not honoured and/or accepted by any Vendor for any reason.

#### FORCE MAJEURE

19. Without prejudice to the applicability and effect of the clauses in this Agreement disclaiming or limiting liability, the Cardholder shall not hold MAH, its officers, directors, employees or agents liable for any loss if MAH is not able to perform its obligations under this Agreement due (directly or indirectly) to the failure of any machine, data processing system or transmission link, telecommunication failure, civil or industrial dispute, Act of God, fraud or forgery, or due to any other event beyond the reasonable control of MAH, its officers, directors, employees or agents.

#### SUSPENSION AND/OR TERMINATION

20. MAH may at any time and in its absolute discretion:
- suspend or terminate the Programme and/or
  - cancel and/or terminate the Cardholder's use of the Card, without any reference to the Cardholder, and without assigning any reason for the same. All accrued rights and obligations shall survive the termination and/or cancellation of the Card.

#### GENERAL

21. This Agreement sets out the entire agreement between the Cardholder and MAH in relation to the Programme. The headings used in this Agreement are included for convenience only and will not limit or otherwise affect the provisions herein. If any provision in this Agreement is invalid or unenforceable under applicable law, that provision shall be enforced to the maximum extent possible, and the remaining provisions will continue in full force and effect. Any failure by MAH to insist upon strict compliance with any terms of this Agreement shall

not be construed as a waiver with regard to any subsequent failure to comply with such term. The rights and remedies under this Agreement are cumulative and not exclusive of any other right or remedy provided by law or equity.

22. Nothing in the Agreement shall be construed as establishing or implying any partnership or joint venture between MAH and the Vendors, and MAH is not the agent of any Vendor or vice-versa. No Vendor is authorised to:
    - (i) incur any expenses on behalf of MAH;
    - (ii) enter into any engagement or make any representation or warranty on behalf of MAH;  
or
    - (iii) commit MAH in any way whatsoever.
  23. All notices and other communications are to be made in writing, and shall be delivered personally or sent by prepaid post addressed to, in the case of the Cardholder, his or her last known address and/or email address, and in the case of MAH, its last known address. Any such notice or communication shall be deemed to have been served in the case of a notice or communication served by prepaid post on the day following that on which the notice or communication was posted.
  24. Other than the Indemnitees who may enforce the applicable provisions of this Agreement, any person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any term of this Agreement.
  25. This Agreement is governed and shall be construed in accordance with the laws of the Republic of Singapore. The Cardholder irrevocably submits to the exclusive jurisdiction of the Singapore courts.
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