

JOMPALMA WELLNESS PROGRAMME

PARTICIPANT TERMS & CONDITIONS

15-Day and 30-Day JOMPALMA Wellness Programmes

Operator: Palma Plus Sdn. Bhd.

Company Registration No.: 202501007211 (1608625-A)

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1. PURPOSE OF THE PROGRAMME

The JomPalma Wellness Programme is a structured lifestyle, wellness and travel programme designed for international participants visiting Malaysia.

Depending on the programme selected, the programme may include accommodation, transportation, wellness activities, lifestyle programmes, cultural experiences, excursions, meals, social activities and other services identified in the participant's booking confirmation.

The programme is intended to provide participants with an organised and supported experience in Malaysia.

The programme is not a medical treatment, medical rehabilitation programme or substitute for professional medical care unless a particular service is expressly identified as such and is provided by an appropriately licensed healthcare professional.

2. DEFINITIONS

For these Terms:

"JomPalma", "we", "us" or "our" means JomPalma [program owned by Palma Plus Sdn. Bhd.].

“Participant”, “you” or “your” means the person purchasing or participating in the programme.

“Programme” means the 15-Day or 30-Day JomPalma Wellness Programme selected by the participant.

“Programme Fee” means the amount stated in the participant’s booking confirmation.

“Booking Confirmation” means the written confirmation issued by JomPalma confirming the participant’s programme.

“Programme Start Date” means the date on which the participant is scheduled to commence the programme in Malaysia.

3. BOOKING AND ACCEPTANCE

A booking is confirmed when:

1. Palma Plus S/B has accepted the participant’s application; and
2. the required deposit or payment has been received.

By making payment, the participant confirms that they have read and accepted these Terms & Conditions and the other documents forming part of the JomPalma Participant Pack.

4. PROGRAMME FEES

The Programme Fee and inclusions will be stated in the Booking Confirmation.

Unless expressly included, the participant is responsible for:

- Visa and immigration costs;
- Travel insurance;
- Medical insurance;
- Medical treatment;
- Prescription medication;
- Personal purchases;
- Alcoholic beverages;
- Laundry;

- Telephone charges;
 - Personal excursions;
 - Additional transportation;
 - Additional accommodation;
 - Tips and gratuities; and
 - Other personal expenses.
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5. PAYMENT

Payment to be made in full or to follow Registered Agent's terms.

6. CANCELLATION BY PARTICIPANT

Cancellation must be submitted in writing.

Unless a different cancellation schedule is stated in the Registered Agent's Booking Confirmation:

Cancellation received	Charges
Less than 30 days before arrival	100% of Programme Fee
No-show	100% of Programme Fee
Early departure	100% of Programme Fee

Where applicable law provides a participant with a greater right to cancellation or refund, that legal right will apply.

7. CANCELLATION BY TOUR OPERATOR (PALMA PLUS S/B)

Palma Plus S/B may cancel, postpone or materially alter the tour before departure where circumstances make it necessary or where the tour cannot reasonably be operated, including:

- insufficient participants to operate the programme;
- hotel or accommodation becoming unavailable;
- significant supplier failure;
- natural disaster, epidemic/pandemic or other force majeure event;
- government restrictions or travel restrictions;
- safety or security concerns;

- circumstances beyond JomPalma's reasonable control.

In the event of cancellation by Palma Plus S/B, customer shall receive a full refund of amounts paid, or may transfer the payment to another available Jompalma programme.

8. CANCELLATION FOR MEDICAL REASONS

If a participant is unable to travel because of illness, accident or another medical reason, Palma Plus S/B may request reasonable supporting documentation.

Medical cancellation does not automatically create an entitlement to a full refund.

Participants should therefore obtain comprehensive travel insurance covering cancellation and interruption.

9. TRAVEL INSURANCE

Travel insurance is mandatory for all international participants unless Palma Plus S/B expressly agrees otherwise in writing.

The policy should cover, where reasonably available:

- Overseas medical expenses;
- Hospitalisation;
- Emergency evacuation;
- Repatriation;
- Personal accident;
- Trip cancellation;
- Trip interruption;
- Lost or delayed baggage; and
- Other relevant travel risks.

The participant is responsible for ensuring that the policy covers their individual circumstances, pre-existing conditions where applicable, and programme activities.

10. HEALTH AND MEDICAL INFORMATION

Participants must complete the Palma Plus S/B's Health & Medical Declaration before arrival.

Participants must provide accurate and complete information concerning:

- Medical conditions;
- Medication;
- Allergies;
- Dietary restrictions;
- Mobility limitations;
- Physical limitations;
- Relevant previous medical issues; and
- Other information reasonably relevant to safe participation.

Failure to disclose relevant information may affect Palma Plus S/B's ability to provide appropriate assistance.

11. MEDICAL CARE

Palma Plus S/B does not provide medical diagnosis, treatment or medical advice unless expressly stated otherwise.

Where appropriate, Palma Plus S/B may assist a participant in contacting a doctor, clinic, hospital, ambulance service or other healthcare provider.

The participant remains responsible for medical and related expenses unless expressly covered by JomPalma or the participant's insurer.

12. MEDICAL EMERGENCY

If an emergency occurs, Palam Plus S/B may take reasonable steps to obtain emergency assistance.

This may include:

- Calling Malaysian emergency services;
- Arranging transportation to a medical facility;
- Contacting the participant's emergency contact;

- Contacting the participant's insurer;
- Providing relevant information to healthcare professionals; and
- Assisting with communication and logistics.

Where the participant is unable to provide instructions, the participant authorises Palma Plus S/B to take reasonable emergency steps in their interests.

13. PROGRAMME ACTIVITIES

The programme may include physical and recreational activities including:

- Walking;
- Exercise;
- Yoga;
- Swimming;
- Fitness;
- Wellness sessions;
- Excursions;
- Hiking;
- Cultural activities;
- Outdoor activities; and
- Other activities stated in the itinerary.

Participants must follow reasonable safety instructions.

Palma Plus S/B may restrict participation in an activity where it reasonably believes participation may present a serious safety risk.

14. PROGRAMME CHANGES

The itinerary may change because of:

- Weather;
- Safety;
- Government requirements;
- Supplier availability;
- Venue availability;
- Transportation disruption;

- Force majeure;
- Health or emergency circumstances; or
- Other circumstances outside JomPalma's reasonable control.

Where reasonably practicable, Palma Plus S/B will provide an alternative activity or arrangement of comparable nature.

15. ACCOMMODATION

Accommodation will be provided as stated in the Booking Confirmation.

Room type, hotel/apartment, facilities and services are subject to availability and the terms of the relevant accommodation provider.

Participants are responsible for damage caused by their intentional or negligent conduct.

Any additional charges imposed by the accommodation provider due to participant conduct may be payable by the participant.

16. TRANSPORTATION

Transportation included in the programme may be operated by Palma Plus S/B or independent transportation providers.

Participants must comply with reasonable transportation safety instructions.

Participants are responsible for personal belongings during transportation.

17. INTERNATIONAL FLIGHTS

International flights are included as expressly stated in the Booking Confirmation.

Palma Plus S/B is not responsible for costs resulting from:

- Missed flights;
- Flight cancellation;
- Flight delays;
- Missed connections;
- Incorrect flight information; or

- Immigration refusal.
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18. VISA AND IMMIGRATION

The participant is responsible for obtaining all visas, entry permissions and travel documents required for entry into Malaysia.

Palma Plus S/B may provide general information but does not guarantee immigration approval.

Final admission to Malaysia is determined by Malaysian immigration authorities.

Failure to obtain entry permission does not automatically entitle the participant to a refund.

19. PARTICIPANT CONDUCT

Participants must behave respectfully towards other participants, staff, guides, service providers and members of the public.

Serious misconduct includes:

- Violence;
- Threatening behaviour;
- Harassment;
- Sexual harassment;
- Illegal drug use;
- Deliberate property damage;
- Dangerous behaviour;
- Serious disruption; or
- Conduct creating a material safety risk.

Palma Plus S/B may terminate participation in serious cases.

20. EARLY DEPARTURE

A participant who voluntarily leaves the programme before completion is responsible for:

- Additional accommodation;
- Transportation;
- Flight changes;
- Medical costs;
- Repatriation;
- Personal expenses; and
- Non-refundable programme costs.

Unused services are not automatically refundable.

21. PERSONAL BELONGINGS

Participants remain responsible for their passport, money, electronic equipment, jewellery, luggage and personal belongings.

Participants should maintain appropriate insurance.

Nothing in these Terms excludes liability that cannot legally be excluded.

22. THIRD-PARTY SERVICES

Palma Plus S/B may use independent suppliers including:

- Hotels;
- Restaurants;
- Transportation companies;
- Guides;
- Wellness practitioners;
- Fitness instructors;
- Activity operators; and
- Healthcare providers.

Third-party services may be subject to the supplier's own terms.

23. LIABILITY

Palma Plus S/B will exercise reasonable care in providing and arranging the programme.

To the extent permitted by law, Palma Plus S/B is not responsible for loss or delay caused by circumstances outside its reasonable control.

Nothing in these Terms & Conditions excludes or limits liability which cannot lawfully be excluded or limited.

24. FORCE MAJEURE

Force majeure includes circumstances such as:

- Natural disasters;
- Severe weather;
- Government restrictions;
- War;
- Terrorism;
- Civil unrest;
- Epidemics;
- Transportation disruption;
- Industrial action; or
- Other circumstances outside reasonable control.

Palma Plus S/B will use reasonable efforts to minimise disruption.

25. COMPLAINTS

Participants should immediately notify the JomPalma programme manager of any problem so that reasonable corrective action can be considered.

Formal complaints should be submitted in writing within 14 days of programme completion.

26. PRIVACY

Participant information will be handled in accordance with applicable Malaysian data-protection law and Palma Plus S/B's Privacy Notice.

27. GOVERNING LAW

These Terms & Conditions are governed by the laws of Malaysia.

Nothing in these Terms removes any mandatory statutory rights applicable to the participant.

28. ACCEPTANCE

By paying for and/or participating in the programme, the participant confirms that they have read, understood and accepted these Terms & Conditions and the applicable JomPalma Participant Pack documents.

Participant Name: _____

Programme: ☐ 15-Day ☐ 30-Day

Programme Dates: _____

Signature: _____

Date: _____