

**The Rules and Regulations set out below represent the constitution and basis of operation of FinnsBali as well as the basis of the contractual relationship between Members and the Operator.**

## **PREAMBLE AND DEFINITIONS**

In these Rules & Regulations, unless the context otherwise provides or requires:

“Academy(ies)” means sports and recreation academies established within the Finns Recreation Centre for the purposes of providing specific and organized training, coaching and playing sports and activities for Children;

“BMI” means PT Bali Mitra International, a foreign joint venture company (PMA) in Indonesia licensed by the Indonesian authorities to own and operate Finns Bali;

“Child/Children” means a dependent(s) of a Member who is older than 3 years of age but has not yet reached 18 years of age;

“Clubhouse” means the clubhouse located within the Finns Bali Facility;

“Day Pass” means a General Admission ticket giving the bearer the right to use Finns Bali facilities for one single day, yet may be upgraded before its expiry to a Membership;

“Domestic Employee” means an individual in the direct employment at the usual residence of an Individual Member, Family Member or Corporate Nominee;

“Due Date” means, as relates to a Quarterly Statement, the last working day of the month in which each Quarterly Statement is issued;

“Effective Date” means in relation to the resignation of a Member the date of resignation as set out in the Member’s written notice of resignation;

“Family” means a Member and his/her Partner, and up to 2 Children (under 18 years old) of the Member and his/her Partner; the definition of “Family” shall also include all families of Member Guests, Finns Bali Guests, Villa Guests and Visitors;

“Finns Bali” means the membership scheme own and operated by BMI providing benefits, privileges and services afforded under the membership scheme of Finns Bali;

“Finns Bali Facility” means the physical property facilities and equipment owned or rented by BMI and located at Banjar Tegal Gundul, Jalan Pantai Berawa, Canggu, North Kuta, Bali, and/or the benefits and privileges provided by Finns Bali from time to time including the Finns Bali Rights;

“Finns Beach Club” means the Beach Club and VIP Beach Club located on Jalan Pantai Berawa, Canggu, North Kuta; “Finns Recreation Club” means the Sports & Recreation Club located on Jalan Pantai Berawa, Canggu, North Kuta; “Finns Bali Venues” refers to the Finns Beach Club and Finns Recreation Club;

“Finns Bali Guest” means a non-contractor/supplier individual, not being a Member Guest, who is authorized to enter and/or use the Finns Bali Facility at the discretion of Management and attend events and activities organized by Finns Bali;

“Finns Bali Manager” means an individual appointed by Finns Bali to act as general manager of the operations of Finns Bali and the Finns Bali Facility;

“Finns Bali Rights” means the rights of Members to use the benefits and privileges afforded to Members by the Club from time to time;

“Finns Bali Rules” means the Rules and Regulations and House Rules pertaining to Membership of Finns Bali, as set out below and as may from time to time be altered, revoked or added to pursuant to the Finns Bali Rules;

“Finns Cashless” means the cashless system available to Members only where they can pre-load monies onto the Membership Card as a form of payment at all Finns Bali Venues. By agreeing to the Membership Terms members agree to allow Finns Bali to deduct monies from Finns Cashless as according to any reason as defined in this document;

“Group Bookings” refers to any booking between 12 and 39 people;

“House Rules” means the House Rules of Finns Bali from time to time;

“Indonesia” means the Republic of Indonesia;

“Manager” or “Management” means the Finns Bali Manager and/or any organization appointed by the Operator to carry out the functions of the Finns Bali Manager;

“Member” means an owner of Finns Bali Rights under any category of Membership of Finns Bali, and where the context permits, an individual and his/her Family holding a Membership account at the Finns Bali, who pays the Membership Joining Fee and Membership Dues in exchange for Finns Bali Rights for a pre-determined period of time;

“Member Guest” means an individual who is specifically invited to enter and/or use the Finns Bali Facility and signed in by a Member in accordance with the Rules and Regulations;

“Membership” means ownership of Finns Bali Rights incorporated in each Member’s category of Membership of the Finns Bali;

“Member Services” means the team, under the direction of the Member Services Manager, located in the Lobby of the Finns Recreation Centre;

“Membership Dues” means Membership subscriptions or dues payable to Finns Bali by Members for access to the facilities of Finns Bali and validation of ongoing Membership;

“Membership Joining Fee” means the non-refundable fee paid for any category of membership at Finns Bali;

“Operator” means PT Bali Mitra International or its nominee;

“Partner” means a legal spouse or partner of a Member residing at the same address as such Member, or as otherwise defined in the Rules and Regulations;

“Platinum Member” means the owner and nominees of a Platinum Membership as registered in Finns Bali’s Membership roster, and may include villa, resort or business owners, their nominees or guests;

“Platinum Membership” means the ownership of rights by the owner (and his/her guests) of a specified villa- or resort property or business who holds a Membership account at Finns Bali, who pays the Membership Joining Fee and Membership Dues in exchange for Finns Bali Rights for a pre-determined period of time;

“Private Events” refers to any private event booking more than 40 persons;

“Quarterly Statement” means a statement of account issued in each quarter of all the Membership Dues and any other charges for which a Member is liable to the Operator;

“Social, Social Plus & Lifestyle Membership” means the daily, weekly, monthly, quarterly and annual access passes, paid upfront at the time of registration, and giving the holder access to the Finns Bali facility for the duration stated in his/her membership;

“Spouse” means, except when specified otherwise, a legal husband or wife and/or a partner residing at the same address as a Member and enjoying materially the same rights as those of a legal spouse. The Operator’s opinion will be final as to whether a proposed existing partner of a Member meets the criteria of a “partner” for the purposes of this definition. In exceptional cases, the Operator may interpret the meaning of Spouse as he sees fit;

“Staff” means staff of Finns Bali and the Finns Recreation Club and Finns Beach Club including Management and independent contractors;

“Visitor” means a non-contractor/supplier individual, not being a Member Guest or Finns Bali Guest, who is authorized to enter and/or use the Finns Bali Facility at the discretion of Management to attend an event or activity organized by Finns Bali;

## **RULES & REGULATIONS**

### **1. RIGHTS OF MEMBERS**

#### **1.1. Constitution**

Finns Bali is constituted as a privately-owned Sports & Recreation Club and Beach Club comprising the Membership Scheme under which Members hold some Finns Bali Rights.

#### **1.2. Membership Scheme (“MS”)**

The Membership Scheme shall be under the ownership and control of the Operator. The contractual rights of Members are established solely with the Operator who shall grant Finns Bali Rights to Members.

#### **1.3. Name of the Club**

The Finns Bali Recreation Club and Finns Bali Beach Club shall be known as “Finns Bali” or any other name that the Operator may choose to apply at a later stage.

#### **1.4. Rights of Membership**

a) Finns Bali shall grant Finns Bali Rights to Members, including access to the Finns Bali Facility, in accordance with these Rules & Regulations.

b) Membership does not confer upon a Member any ownership, interest, right, benefit or title to or in any of the Facility or assets of the Proprietor.

c) No Member shall, by virtue of his/her Membership only, assume any liability of the Proprietor whether in respect of its property or assets.

d) Membership is restricted to ownership of Finns Bali Rights until 9 November 2029, or for a maximum duration of 10 years for any membership purchased, sold or transferred after 1 October 2013.

1.5. Amendments to the Rules & Regulations

The Rules & Regulations have been drawn up in the first instance by the Operator to provide a framework within which the MS shall operate and the character and operation of Finns Bali shall develop from inception.

The Rules and Regulations are intended to protect the rights of all parties, and to ensure that Members are able to enjoy Finns Bali and derive value from their Membership.

The Rules & Regulations shall be varied, altered or amended only by the Operator.

**2. FINNS BALI MEMBERSHIP**

2.1. Eligibility

Members are those individuals who have reached the age of 18 years or those partnerships, bodies corporate or unincorporated, which have applied for Membership.

2.2. Allocation and Transfer of Finns Bali Rights

A Member shall be entitled to enter and/or use the Finns Bali Facility subject to the Rules & Regulations.

Finns Bali Rights are personal to a Member and are transferable only in accordance with the Rules and Regulations.

2.3. Classification of Members

The Operator may determine Membership categories as it deems fit and proper, and as of May 2014 were as follows:

1. Membership

1.1. Platinum Membership

Platinum Members are natural persons, companies, corporations or bona fide legal entities who own either a villa, a resort or a business in Indonesia, and who have assigned all or part of their Finns

Bali Rights to their guests or nominees. Validity of an ongoing Platinum Membership is dependent on the account remaining in good standing and Membership Dues being current. Joining Fees are reflective of the requested number of membership cards.

2. Day Passes and VIP Guest, Escape & Lifestyle Membership

2.1. Day Passes

Day Passes give the bearers admission to all the listed Finns Bali facilities for one day, during its published opening hours, yet without offering any Finns Bali Rights and/or additional benefits.

2.2. VIP Guest, Escape & Lifestyle Membership

Access to Finns Bali facilities may also be obtained by way of VIP Guest and/or Escape and/or Lifestyle Membership, either Weekly, Monthly, Quarterly or Annual Passes or any other period of duration of the membership that do not incur monthly dues but must be paid in full upfront, do not include the option of guest passes, are non-transferrable and cannot be put on hold or converted to an Absentee Membership. Social Memberships can be upgraded to a higher category, whether for a longer term or for a Platinum Membership, as long as they haven't expired.

2.3. Junior Sports Academy ("JSA") and Sports Club members

Participants to one of the JSA's after-school sports programs who are not Finns Bali Members will receive a JSA Membership card that will allow them to access the Finns Recreation Centre on days and at times as scheduled for their training, but are not able to enter Finns Bali outside those days and training times.

Participants to weekly training sessions organized on Finns Bali's sports field by outside associations (including but not limited to Rugby & AFL) will also receive a membership card allowing them to enter the Finns Recreation Club on specific days after 5 pm for the sole purpose of attending the planned training session. Those cards will be issued by the Operator upon receipt of the agreed fees set by the Operator from time to time and a list of the participants, for a specified duration as per the terms of the agreement with the association.

3. Operator's Privilege

The Operator may extend Finns Bali Rights to distinguished visitors ("Honorary Members") and guests for such period as he/she deems appropriate and in the interest of Finns Bali.

The Operator may itself either withdraw any Memberships and/or General Admission options, or introduce additional categories of Membership from time to time, and determine the maximum number of Members in each category and the terms and conditions applicable thereto.

The opinion of the Operator shall be final in respect of the interpretation of the meaning of "good standing" with reference to the provisions of the Rules & Regulations.

2.4. Application for Membership

An application for Membership, whether this be for issuance of a new Membership or for transfer of an existing Membership, shall be made by way of application to join the Membership. By signing the Membership application form, which contains details of residential address, and upon acceptance of such application by the Operator, a prospective Member shall be deemed to have read and accepted these Rules & Regulations, and the ensuing Membership shall constitute a binding contract between the prospective Member on the one part, and the Operator on the other part.

A prospective transferee of an existing Membership shall be subject to the approval of the Operator prior to sale of such Membership being completed.

2.5. Acceptance of Membership

Each applicant who has been accepted for a new Membership shall pay a one-off Joining Fee of an amount applicable to the relevant category of Membership, to become a Member with effect from such date as Finns Bali shall specify, and shall be bound by the Rules & Regulations. The Joining Fee shall be payable by each applicable Member to the Operator. The Joining Fee, or any portion thereof, is non-refundable.

Any applicant who has paid the applicable fees and Membership Dues shall become a Member with effect from such date as Finns Bali shall specify, and shall be bound by these Rules and Regulations.

The Operator may waive compliance by an applicant of any of the conditions to Membership application as stated herein.

2.6. Platinum Membership Upgrade

A Platinum Membership may be changed to a higher number of Platinum Cards Membership upon application to Finns Bali. The amount payable by a Member for such upgrade will be the difference between the initial number of Platinum cards' and New number of Platinum Cards' Joining Fees prevailing at the time of the upgrade, or a fee as determined by the Operator in the event that one or both of such Membership categories are closed.

2.7. Resignation of Membership

A Member may resign from Finns Bali by giving not less than 30 days' advance notice in writing by registered post to Finns Bali. The Member shall cease to be a Member as of the Effective Date, subject to payment by such Member of all Membership Dues and other fees and charges due up to the Effective Date, and the return of his/her Membership card(s) to Finns Bali. Upon ceasing to be a Member, a Member shall no longer hold Finns Bali Rights nor have access to Finns Bali. No refund of the Membership Joining Fee or Membership Dues will be made on resignation of Membership under any circumstances. Full reactivation fee will occur if Member wishes to return at a later stage while the validity of the Membership is still active (10% of the joining fee + all outstanding dues).

2.8. Platinum Freeze option

2.9. Termination of Membership

A Member shall forthwith cease to be a Member if such Member is adjudicated bankrupt by any court of jurisdiction subject to the right of transfer of Membership upon payment of the required transfer fee.

Upon ceasing to be a Member, such Member and any Nominee or Family member attached to such Membership shall no longer be entitled to Finns Bali Rights.

2.10. Fees and Membership Dues

Members shall pay Membership Dues to Finns Bali in accordance with their category of Membership, in such amount and such intervals as shall be determined by the Operator. Membership Dues are payable by each applicable Member to the Operator, notwithstanding his/her absence, non-enjoyment of the Finns

Bali Facility and/or suspension of Membership, unless the Membership has been put on hold (“freezing”) as per the procedure stated in article 2.14 of these Rules and Regulations. The Operator has the right to impose, reduce or vary Membership Dues and all and any joining, registration, transfer, subscription and other fees and charges at Finns Bali. Unpaid dues for more than 6 consecutive months will result in that Membership being terminated.

2.11. Transfer or Sale of Membership (applicable for Platinum membership only)

*VIP Guest, Escape, Lifestyle memberships cannot be sold or transferred*

1. Transfer Date and Fees

Unless specifically notified by Finns Bali at the time of acceptance, 5 - 10 year platinum memberships may be transferred by way of sale or donation. A transfer fee of 50% of Finns Bali’s Joining Fee for the relevant category prevailing at the time of transfer will be payable to the Operator before the transfer is valid. If the Membership category that is to be transferred and/or the benefits contained therein have changed, the operator has the right to update that Membership and/or have its conditions and benefits adjusted to a category valid at the time of the transfer before the transferred Membership becomes applicable.

Any existing membership being transferred to a new member or any new membership issued by Finns Bali after 1 October 2013 shall be for a maximum duration of 10 (ten) years, whatever the original duration of that Membership might have been.

2. Finns Bali’s Right of Pre-Emption

An application from a prospective transferee of Membership shall be countersigned by the prospective transferor Member and clearly state the prospective sale price, whereupon Finns Bali is entitled to deem the offer of sale of such Membership to be binding at the stated price, and Finns Bali may itself determine to acquire the Membership, whereupon it will pay to the selling Member the stated price less any transfer fees stated in paragraph 2.10.1 above and any other amounts owed to Finns Bali by the transferor.

3. Completion of Transfer

Completion of a transfer of Membership shall take place on such date after acceptance as determined by the Operator, save that no completion of transfer may take place until the prospective transferor Member, or the transferee if specifically agreed upon, has paid any outstanding amounts due from him/her to Finns Bali. Upon completion, the transferor Member shall be deemed to have resigned as a Member of Finns Bali and can no longer enjoy Access Rights to Finns Bali unless as an accompanied Member Guest. Finns Bali required written confirmation from the member that he/she agrees and acknowledges the membership being passed to the new holder.

4. Transfer to Immediate Family

A Platinum Individual or Business or Villa Member who wishes to transfer his/her membership to an individual who is a bona fide member of his/her Family may do so at any time subject to the Operator’s standing right to approve new Members and payment of an administrative fee to be determined by the Operator from time to time.

5. Change in Spouse or Partner

In relation to a Membership which includes a Family, a Member shall notify Finns Bali in the event that there is a change in his/her personal circumstances which involves a registered Spouse/ Partner ceasing to hold that status. Similarly, the Member should notify Finns Bali if he/she wishes to include a new Spouse / Partner under his/her Membership. Under the definition of “Spouse” and “Partner” in the Rules & Regulations, the status of such is intended to be long-term in relation to a Member’s right to include his/her Family under his/her Membership, and frequent changes of status will be subject to approval by the Operator and may result in a Member being referred to the Operator if it considers that a Member may be breaching either the letter or spirit of this provision. Each change in Partner/Spouse under a Membership may be subject to a charge as shall be determined by the Operator.

## 2.12. Platinum Membership

1. Platinum Membership
2. Number of Platinum cards

Each Platinum Membership shall be allocated a number of transferable Membership Cards as agreed upon at the time of Membership Acceptance and determined by the type of Platinum Membership that has been purchased. A Platinum (villa) Member can, upon payment of the matching Joining Fee and acceptance of the amount of the monthly Dues, obtain up to 20 transferable membership cards. Any request for more than 20 membership cards will require the purchase of an additional Platinum Membership based on the number of the requested number of additional membership cards, up to another 20 cards. In any case whereby a Platinum (villa) Member has upon joining Finns Bali obtained less than 20 membership cards, and wishes at a later date to apply for additional membership cards, (s)he will need to pay the difference in Joining Fee and the increased monthly dues starting on the day of the issue of any additional cards, charged pro rata if necessary.

Platinum Membership card holders who wish to invite guests to Finns Bali must either use one of their transferable membership cards or purchase a day pass for each guest.

3. Platinum Membership owners must advise their guests that they must register at Front Office Reception and have their photo taken prior to using the membership.
4. Downgrading of Membership

The holder of a Platinum Membership whose Membership no longer matches his/her personal situation can request that his/her Membership is downgraded to the less Platinum card that reflects his/her actual situation and pay the reduced matching monthly dues. However, should (s)he decide to sell or transfer his/her Membership, (s)he will be allowed to sell/transfer it as the original Membership (s) he purchased when joining Finns Bali provided that there is sufficient evidence of that original Membership and/or its downgrading.

## 2.13. Children in Platinum Membership

Children who have reached the age of 18 years will no longer be considered as children; they will need to apply for a new Individual Membership, they will be required to buy a new membership as individual or additional card in the family Platinum account.

The 'Primary' Platinum membership owner can register their children under their membership. All other cards under the profile are called 'Supplementary Cards'.

Supplementary cardholders cannot register any children under the profile.

The standard Platinum owner child (up to 18 years old) can receive children benefits such as discount on food & beverages, JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Waterpark & Fitness Centre (waiver must be signed by the parent for access).

The quarterly dues for Platinum owner child are payable at the same time as the primary card(s) quarterly.

The complimentary Platinum owner child (up to 14 years old) can receive children benefits such as discount on JSA, Bounce Trampoline, Strike Bowling and Cubby House Kids Club as well as free entrance to the Splash Waterpark.

Only children registered under the profile can receive children benefits.

Supplementary Platinum Card holders or non-members who wish to register their children for JSA and receive other Finns benefits can choose to purchase a Quarterly Lifestyle Child Membership.

Children must be registered at the time the member joins or completes a transfer of a second-hand membership.

1. Change of membership status after divorce or separation

Holders of a Platinum Membership who separate, divorce or decide not to remain with their partner or spouse, yet cannot agree with his/her partner on how to allocate the existing membership, will each be offered a temporary Individual Membership that is not transferable nor saleable and will incur the usual monthly dues, until such time they decide to whom the registered Platinum Membership will be allocated, at which point the original Membership will be reinstated under the name of the chosen Member.

Calculation examples:

Married couple divorce, moving from 2 cards to single cards

Two Platinum Cards purchased together = Rp35,000,000 + Rp1,900,000 (Rp950,000/card) dues/per month

Two individually purchased Platinum cards = Rp40,000,000 + Rp1,000,000 dues/per month

Finns is owed the difference, which is Rp 5,000,000 and each person pays the one card dues, i.e. Rp1,000,000/month

For split of account, the same scheme will apply. Example:

One group account, moving from 2 cards to single cards

Two Platinum Cards purchased in one group (villa or business) = Rp35,000,000 + Rp1,900,000 (Rp950,000/card) dues/per month

Two individually purchased Platinum cards = Rp40,000,000 + Rp1,000,000 dues/per month

Finns is owed the difference, which is Rp5,000,000 and each person pays the one card dues, i.e. Rp1,000,000/month

2. Option to Freeze Membership  
Minimum of one-month freeze.

Fee is equal to 50% of the bill charged for the number of card(s) selected for the period of freeze. Platinum freeze fee must be prepaid. It is not possible to backtrack the freeze period.

3. Membership Cards

All membership cards must be presented by its holder when accessing Finns Bali or using its facilities whenever such presentation is required.

Platinum Membership cards are transferable, and any new member must register at Finns Bali's Member Services and have their photo taken for identification purposes before their first entry. However, Platinum Membership cards are not transferable twice on the same day.

Members are requested to notify Management in the event of loss of their Membership cards; replacement cards are subject to a replacement fee set from time to time by the Operator.

- 2.14. Death of a Member

The following actions shall occur in the event of the death of a Member:

- 2.14.1 Platinum Member

In relation to a Platinum Member, Finns Bali will transfer the underlying Platinum Membership to the Spouse (if any) of the Platinum Member provided such spouse in the opinion of the Operator is recognized as such by laws relevant to probate of the deceased Member, and a request for transfer is received by Finns Bali from the Spouse within two years of the date of death. In order to activate

the transfer, the Spouse shall pay to Finns Bali any debts owed to Finns Bali by the deceased prior to death and any Membership Dues accrued subsequent to death. Pending receipt of a request for a transfer of ownership by the Spouse, all Finns Bali Rights relating to the Platinum Membership of the deceased shall be suspended. In the event that there is a subsequent dispute over inheritance of the Platinum Membership, and a third party presents in the opinion of the Operator valid evidence that he/she is the legal inheritor of the Membership, Finns Bali Rights of the aforementioned Spouse shall be immediately terminated and the Platinum Membership transferred to the legal heir provided such person pays to Finns Bali any debts accrued to the underlying Platinum Membership as at the date of transfer including any accrued Membership Dues.

- 2.15. Member's Personal Details

Members are required to notify Finns Bali of all relevant changes that are recorded in the application process, including changes to their contact details and changes to residency status.

### **3. MEMBER GUESTS**

#### **3.1. Registration**

All Member Guests are required to be registered at Reception with the Platinum card prior to accessing the Finns Bali Facility.

#### **3.2. Admission Charge**

There is no charge payable by a Member Guest for admission but usage of some areas of the Finns Bali Facility by a Member Guest will be subject to any prevailing charges as set by the Operator from time to time.

#### **3.3. Platinum Members are entitled to put up to 9 Member Guests on their food & beverage bill per Adult Card. The food & beverage discount will be applied to the entire bill. Lifestyle Members may have up to 4 people on their bill per Adult Card. VIP Guest Members may have up to 1 person on their bill per Adult Card. Finns Bali Food & Beverage member discount does not apply to events**

#### **3.4. Application of Rules & Regulations**

All Rules & Regulations apply to Member Guests.

### **4. FINNS RECREATION CLUB MEMBER DISCOUNT TERMS & CONDITIONS**

- Food & Beverage Member discount applies at Bistro, C, Sports Bar, Strike Bar & Restaurant
- To receive discount, at least one member of Finns Bali must be present on table
- Member must hold a valid membership for discount to apply
- Discount applies to one member plus up to 9 guests (according to Membership type and benefits grid)
- Member must present Finns Bali membership to receive discount
- Non-Members will only receive discount when they are on Member's account and Member is present
- If Member leaves, their bill must be settled in full. Non-Members will then pay full price
- Discount may not apply when there is a special event or promotion
- Tax and service is applied to discounted amount
- Discount period is determined by Management and subject to change

### **5. FINNS BEACH CLUB & FINNS VIP BEACH CLUB**

#### **5.1. Discounts**

- Member discount applies – 5% off food & beverage for VIP Guest; 10% off food & beverage for VIP Lifestyle; 15% off food & beverage for VIP Platinum.
- To receive discount, at least one member of Finns Bali must be present on the bill.
- VIP Guest are entitled to put up to 1 Member Guest on their food & beverage bill per Adult Card.
- VIP Lifestyle are entitled to put up to 4 Member Guests on their food & beverage bill per Adult Card.
- Platinum Members are entitled to put up to 9 Member Guests on their food & beverage bill per Adult Card.
- Member must hold a valid membership for discount to apply.
- Member must present Finns Bali membership card to receive discount.
- Non-Members will only receive discount when they are on Member's account and Member is present.
- If Member leaves, their bill must be settled in full or Non-Members will pay full price.
- Discount does not apply when there is a special event or promotion.
- Discount may not be available for Member group bookings or events.
- Tax and service is applied to discounted amount.
- Discount period is determined by Management and subject to change.
- Food and Beverage Discount does not apply for pre-booked/pre-paid daybeds. Any amount spent over and above the pre-paid amount will have the member discount applied.



## 5.2. Conditions of Entry

- Members may use the Express Entry Lane at Finns Beach Club Entrance provided they are directed by Finns Bali Staff through the Express Entry Lane.
- Members cannot take themselves through the Express Entry Lane unless escorted. They must first present a valid Membership Card before the Security Check.
- VIP Guest & Lifestyle Members can bring themselves through the Express Entry Lane only. They cannot bring guests.
- Platinum Members are entitled to bring up to 3 guests through the Express Entry Lane per Adult Card.
- Express Entry Lane may not be available during a special event or promotion.

## 5.3. Day Bed Conditions of Use

- Members are allowed access to Finns Beach Club single day beds at no minimum spend, walk-in only and subject to availability, one single day per Adult Card.
- VIP Guest, Escape, Lifestyle & Platinum members are allowed access to Finns VIP Beach Club day single day beds at no minimum spend, walk-in only and subject to availability, one single day per Adult Card.
- Members are allowed to access Finns Beach Club double day beds with no minimum spend, walk-in only and subject to availability, if they present 4 valid membership cards.
- Members are allowed to access Finns Beach Club double day beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend.
- Members are allowed to access Finns VIP Beach Club double day beds with no minimum spend if they present 4 valid VIP Membership cards.
- Members are allowed to access Finns VIP Beach Club double day beds at a pro rata value of minimum spend; where 3 valid cards requires 25% of the minimum spend, 2 valid cards requires 50% of the minimum spend, and 1 valid card requires 75% of the minimum spend.
- All day beds require Members, Guests or Member Guests to open a tab. There are no exceptions to this rule.
- Members can open a tab by providing their Membership card plus valid credit card or debit card. The name on the credit or debit card must match the member's name. No PhotoID will be required.
- Members can open a tab by providing their membership card plus Rp 500,000 for any Finns Bali single day bed, or Rp 1,000,000 for any Finns Bali double day bed. The cash deposit is fully redeemable.
- Members can open a tab by providing their Membership card only provided it is pre-loaded with Finns Cashless balance the equivalent of Rp 500,000 for any Finns Bali single day bed or Rp 1,000,000 for any Finns Bali double day bed.
- Members can pre-book day beds by paying in advance the full advertised pre-book minimum spend price. No refund given for cancellations that were paid by bank card or cash.
- Members can book any Finns Bali day bed in advance without payment if, and only if, they have a minimum Finns Cashless balance of Rp 6,000,000 on their membership card(s). Any cancellations within 24 hours and the pre-book minimum spend value corresponding with the advertised pre-book price for that particular day bed will be withdrawn off the Membership card. This can be a combined total of 6m if several members book the same double day bed.
- Members can request Finns Bali staff write down their card number so they can use the VIP members only wifi.
- Accepted credit and debit cards is up to the discretion of Finns Bali Management and may change from time to time.

## 6. PAYMENT OF ACCOUNTS

### 6.1. Membership Joining Fees

Joining Fees are payable upon application for and approval of Membership by the Operator represented by its Membership Director. Payments may be made by way of cash, credit card or by direct bank transfer in which case proof of transfer will need to be provided for easy reconciliation and before membership cards can be issued.

### 6.2. Membership Dues

Finns Bali shall from time to time notify each Member of the amount of, due date and manner in respect of which Membership Dues applicable to such Member are payable and any changes thereto.

With the exception of VIP Guest, Escape & Lifestyle, each Member shall pay Membership Dues specified to be payable by such Member as published and/or invoiced by Finns Bali from time to time.

Membership Dues will be reviewed by the Operator on 1st July every year, and increase annually by an amount equal to at least the Indonesian CPI or 5 %, whichever is the highest. The Operator also has the right to increase Membership Dues with 1 (one) month notice should the Indonesian Rupiah (IDR) devalue against the USD by at least 5% over a period of no less than 3 (three) months.

Members are allowed to pay their Membership Dues in advance, for up to a maximum of 12 (twelve) consecutive months. Should any such Dues pre-payment cover one or more months beyond 1 July - when the annual Dues increase will apply- such amount will then be considered a credit balance and offset against the new increased Dues, as applicable after 1 July.

All Membership Dues and charges payable by a Member shall be independent and separate payments that may not be offset against any Joining Fee or other fee or charge payable to Finns Bali by such Member.

Each Member shall receive 20 (twenty) - 30 (thirty) days' notice before the start of each quarter a three- monthly Statement from Finns Bali which will detail all payments received during the previous quarter and any new charges for the upcoming quarter. Unless specifically requested otherwise, those Statements will be remitted electronically and will be deemed to have been received by Members on the date of transmission. Membership Dues where applicable will be debited to Members' accounts quarterly in advance. Member will need to settle their dues in full by the 1st day of the quarter for which they have been charged; any failing in settling in a timely manner will result in the Member being no longer allowed to enter Finns Bali until such time that the outstanding amount has been effectively received.

### 6.3. Payment Procedures

Members shall settle their quarterly statements by bank transfer, cash or credit card payment. All statements will be denominated in Indonesian Rupiah and any services or fees charged in that same currency; Membership Dues however will be listed in USD (United States dollars) yet converted into Indonesian Rupiah at the prevailing rate applicable on the day of invoicing.

### 6.4. Bank Transfer Charges

In all cases when payment is made by bank transfer, such transfer must be referenced with the Member's family name and membership number. When paying by bank transfer, Members must be aware that it may take several days before this payment is reconciled by Finns Bali's accounting department and allocated to their individual Membership Account. All amounts are due in full in Finns Bali's accounts with no deduction of bank charges. In the event that charges are levied by the Member's or Finns Bali's bankers, any shortfall will be reflected in the following Quarterly Statement of the applicable Member.

### 6.5. Late Payment

An important element of Finns Bali's ability to maintain its financial integrity and operating efficiency for the benefit of all Members is prompt payment of outstanding amounts due to Finns Bali as shown in Quarterly Statements. In order to satisfy this criterion, the following provision applies to late payment:

- a) For an account outstanding, in part or whole more than 1 month after the Due Date, the relevant Member will be struck from the Membership roster with no refund of the Joining Fee and Membership may, solely at the discretion of the Operator, only be reactivated by settling any outstanding dues and charges and pay a Reinstatement Fee equal to 10% of the price of the type of membership involved and all outstanding dues. Sanctions regarding Membership status are independent of Finns Bali's right to pursue action against current or previous Members for recovery of amounts due, even after membership is suspended or cancelled.

## 7. VIOLATIONS OF THE RULES AND REGULATIONS

### 7.1. The Operator's right to suspend or expel

In the interests of Finns Bali and its Members, violation of the Rules & Regulations, or any other causes or acts of a Member, the Member's Family and Member Guests, which are prejudicial to Finns Bali, or are disorderly, injurious or repugnant to the interests and objectives of Finns Bali and/or its Members, may result in the offending Member or sponsoring Member being suspended or expelled from Finns Bali.

### 7.2. Notice of Suspension

If it considers that a Member has carried out a gross violation of the Rules & Regulations, Finns Bali may temporarily suspend the Membership of the Member forthwith by sending by way of registered post or by email a written notice of suspension to such Member at the address of the Member registered with Finns Bali.

### 7.3. Suspension or expulsion process

Suspension or expulsion of a Member is a measure of last resort and will only be contemplated in cases of gross violation of these Rules & Regulations which shall include the following actions:

- a) A Member conducts himself within the premises of Finns Bali in any way injurious to Finns Bali or contrary to the interests of Finns Bali or unbecoming of a Member of Finns Bali;
- b) A Member defaults in payment of his/her account under the circumstances detailed in paragraph 4.5.c above;
- c) A Member defaults consistently in punctual payment of his/her account;
- d) In the case of a Platinum Member, the owner of the Membership or persons employed by him/her willfully breach the Rules and Regulations relating to their Guests including enabling unauthorized access;

If the Resident Manager believes there is a case for suspending a Member or terminating a Membership for a violation of the Rules, he/she shall dispatch notice as set out in paragraph 5.2 above and inform the Operator who will meet with said Member within 14 days. The Member who is subject to potential sanction, which may include prolonged but temporary suspension or expulsion, may make representations to the Operator whose decision on the matter will be final. An expelled Member is forever disqualified from applying for any kind of Membership of Finns Bali or from being a guest or visitor at Finns Bali.

### 7.4. Actions to be taken on suspension or expulsion

#### 1. Suspension

A suspended Member (and his/her Family in the case of a Family Membership) is prohibited from entering Finns Bali or making use of the Finns Bali Facility or Finns Bali Rights, but remains liable for Membership Dues during the period of suspension. A Platinum (Corporate) Member may not transfer the membership of a corporate nominee during the period of a suspension of the latter.

#### 2. Expulsion

An expelled Member (and his/her Family in the case of a Family Membership) is prohibited from entering Finns Bali or making use of the Finns Bali Facility or Finns Bali Rights. Ownership of the Membership of an expelled Member will immediately revert to Finns Bali which will hold same in trust pending sale by Finns Bali to a new Member at a price deemed to be reasonable in relation to the list price of new memberships. Upon sale, Finns Bali is entitled to deduct any monies due to Finns Bali from the expelled Member, including a transfer fee of 50% of that membership's current value plus any applicable taxes, and will then refund the remaining balance to the expelled Member. These provisions apply equally to expulsions of Platinum Members.

In the event of expulsion of a Corporate Nominee, the relevant Platinum (corporate) Member may immediately appoint another Corporate Nominee and shall remain liable for all dues and charges incurred through such re-nomination process.

## 8. MANAGEMENT & STAFF

### 8.1. Appointment

The day to day operations of Finns Bali are performed by salaried managers and staff who report directly to the Finns Bali Manager. The Operator reserves the right to appoint a third party organization to act as Manager of Finns Bali upon such terms, conditions and payments as the Operator deems fit.

### 8.2. Disciplining and complaints

Members may not confront or reprimand any staff. All complaints regarding any issue –including but not limited to membership, the condition & operation of the Finns Bali facility, staff, Club activities & events, or any other Finns Bali related matter shall be made in writing, signed and addressed to the Resident Manager. Issues relating directly to the Resident Manager shall be detailed in writing, signed, addressed to the Operator, and handed to Reception.

## 9. DISCLAIMER

Finns Bali and/or the Finns Recreation Club and/or the Finns Beach Club and/or the Operator and/or BMI shall not be responsible for any injury, death or illness or any loss or damage to property whatsoever/howsoever caused, sustained or incurred out of, or in any way connected with the use, whether proper or otherwise, of any of the Finns Bali Facility, whether defective or otherwise. Specifically, it is an ongoing condition of Membership that Members:

- a) understand that all sports and others recreational activities involve a certain amount of risk;
- b) assume and accept all risks related to participation by them and their families in activities organized by Finns Bali or undertaken in the Finns Bali Facility;
- c) grant permission to the Operator, Management, Staff and the Finns Bali to act on their behalf according to their best judgment in any emergency affecting themselves and their Families which may occur whilst they are attending activities organized by Finns Bali;
- d) authorize Finns Bali to arrange for them or their families to be administered such medical attention and to have them brought to a medical facility as deemed appropriate by Finns Bali;
- e) agree that all and any medical or hospitalization charges relating thereto will be entirely for their account and not be the responsibility of Finns Bali;
- f) specifically absolve Finns Bali of any and all responsibility for personal accidents, injuries or damages sustained by them and their Families whilst in the Finns Bali Facility or during their participation in activities organized by Finns Bali;
- g) release Finns Bali irrevocably from any and all personal and corporate liability claims;
- h) take out insurance cover deemed by them to cover activities to be carried out by Finns Bali in relation to them and their Families;
- i) acknowledge that Finns Bali is not obliged to and may not purchase insurance coverage in respect of personal accidents, injuries or damages sustained by them and their Families during activities supervised by Finns Bali or carried out in the Finns Bali Facility.
- j) indemnify Finns Bali in full against all claims, losses, damages, costs and expenses which Finns Bali may suffer or incur as a result of or in connection with the breach by such Member, his Spouse (if any) or guests of any of these Rules and Regulations, or any applicable rules or regulations in use in any manner at Finns Bali, and each Member shall forthwith on demand pay in full to Finns Bali such claim, losses, damages, costs and expenses.

The Operator shall be solely responsible for any provision of finance to Finns Bali and for ensuring that at all times, Finns Bali complies with all statutes, rules, regulations and governmental and regulatory requirements applicable to the operation and business of Finns Bali.