

Terms & Conditions

A. Terms of the OYO Wizard Program

1. OYO does not currently charge the Hotel/Owner membership fee for enrollment of the Premises as a participating hotel in the OYO Wizard program (hereinafter referred to as **“OYO Wizard Program” or “OYO Wizard” or “Wizard”**)
2. Admission or selection of the Hotel to participate in OYO Wizard Program shall be at OYO's sole discretion.
3. OYO shall have the right to change, revise or amend the OYO Wizard Program structure, including any terms and conditions and benefits associated with the OYO Wizard membership at any time without notice to the Hotel. OYO shall also be entitled to terminate the OYO Wizard Program at any time without notice to the Hotel and without any liability to OYO.
4. The terms and conditions contained herein shall be applicable from the date of the Hotel's agreeing to participate in the OYO Wizard Program and fulfilment of any condition determined by OYO prior to the Hotel's participation in the OYO Wizard Program. OYO reserves the right to defer, reject and/or terminate the Hotel's participation in the Wizard Program in the event of any breach of the Hotel's obligations under the Wizard Program and/or the applicable Marketing and Operational Consulting Agreement.

B. Discounts to Guests/Customers under Wizard Program

1. As a OYO Wizard Program partner hotel, the Hotel shall unequivocally and unconditionally agree to extend certain discounts to all customers who are members of the OYO Wizard Program as may be communicated by OYO to the Hotel from time to time. The Hotel shall honour such discounts for the purposes of bookings made at the participating Hotel. OYO may at its discretion offer any additional discounts to promote the Wizard Program from time to time and which shall also be honoured by the Hotel.
2. If a discounted booking is created by a Wizard customer when the Hotel was a participant in the OYO Wizard program, but the Hotel subsequently exits the program prior to the check-in date of the customer, the Hotel shall nevertheless honour such discounted booking at the discounted price.

C. Reconciliation

1. Notwithstanding the terms and conditions of the applicable Marketing and Operational Consulting Agreement signed with Hotel and for the purposes of reconciliation on discounted booking made under the OYO Wizard Program (“**Wizard Bookings**”), shall be made on the original listed booking price and not the discounted booking price to calculate the OYO’s share/fee. For avoidance of doubt, a reference to ‘Gross Revenue’ in such a case shall mean the original listed booking price and not the discounted booking price. *Please see the example on how the monthly reconciliation will be calculated for discounted bookings made by Wizard members:*

Particulars	Amount (USD)
Booking Amount (Listed Booking Price)	100
Discounted Booking Price	95
OYO channel share @30%*	30
Owner share @70%*	70
Wizard Discount @5% by Owner	5
Net amount to be paid to the property	65

**Share will be calculated based on the Listed Booking Price and not the Customer Price. Numbers are merely indicative examples and actual rates will be as agreed with you.*

2. Any membership fee collected by the Hotel to enroll a customer/guest in the OYO Wizard Program shall be duly reported and accounted for to OYO. OYO will collect all such amounts collected by the Hotel from any amount owing to the Hotel during the reconciliation.

D. No Guarantee or Liability

1. The impact of the OYO Wizard Program is dependent on the overall success of the said Wizard Program which may differ for each Hotel. OYO does not guarantee any hotel any specific minimum GMV, revenue or occupancy as part of this program at any time. OYO shall not be liable for any loss or damage suffered by the Hotel, including any alleged loss of potential profit or otherwise an inability to meet the Hotel’s expectation, in relation to or owing to the Wizard Program and the Hotel shall hold OYO harmless against such claim.

E. Lock-in Period, Term and Termination

1. Once the Hotel has opted to participate in the OYO Wizard Program, the Hotel shall participate in the Wizard Program for an initial period of **one (1) calendar month** (“**Lock-in Period**”) from the date on which the Wizard Program commences for the Premises. At the end of the Lock-in Period, the Agreement will be automatically extended for successive terms of **one (1) calendar month** each from the date after the expiry of the Lock-in Period unless such automatic extension is cancelled by the Hotel with at least **ten (10)** calendar days’ advance notice to the other before any forthcoming automatic extension. For avoidance of doubt any discontinuation, termination or suspension of the OYO Wizard Program by OYO, would automatically terminate the Hotel’s participation without any liability to OYO.
2. Where the Hotel had agreed to participate in the OYO Wizard Program due to a genuine mistake, omission or error or does not intend to proceed with the OYO Wizard Program prior to its participation coming into effect, the Hotel shall be entitled to withdraw/discontinue its participation in the OYO Wizard Program **PROVIDED** that the Hotel informs OYO within **24 hours** of the OYO Wizard Program coming into effect. In the absence of any notice of discontinuation by the Hotel, the Hotel’s participation in the OYO Wizard Program shall continue for the Lock-in Period.
3. Upon the participation and acceptance by the Hotel of the terms and conditions applicable to the OYO Wizard Program, the terms and conditions herein in relation to the OYO Wizard Program shall be deemed to be incorporated by reference into the applicable Marketing and Operational Consulting Agreement, executed between OYO and the Hotel, and shall remain applicable for the duration of the OYO Wizard Program or until such time the Hotel’s participation in the OYO Wizard Program has ceased/terminated or the Marketing and Operational Consulting Agreement is terminated, whichever is earliest. The terms and obligations of parties contained in the Marketing and Operational Consulting Agreement shall continue to apply unimpeded. In the event of any inconsistency between the terms of this OYO Wizard Program and the Marketing and Operational Consulting Agreement or any other document executed in connection herewith, the terms of this OYO Wizard Program shall prevail to the extent necessary to resolve such inconsistency.
4. Capitalized terms used in the terms herein, but not defined, shall have the respective meanings ascribed to them under the Marketing and Operational Consulting Agreement.

F. Enrollment of customer in the OYO Wizard Program

1. As a participating hotel of the OYO Wizard Program, you shall promote and sell the OYO Wizard Program to the customers and guests at the Hotel. OYO hereby consents to the Hotel collecting customer membership fees set by OYO from time to time from the customer on OYO’s behalf for the purposes of enrolling the customer as a member of the OYO Wizard Program (“**Membership Fee**”). All Membership Fees collected by the Hotel

on behalf of OYO shall be disclosed to OYO. OYO will collect such Membership Fees from the Hotel as a part of the reconciliation process.

2. In the event any Membership Fees are collected by the Hotel on behalf of OYO is not disclosed, accounted for and/or returned/reimbursed to OYO, OYO shall be entitled to offset, claim for such membership fees or take any action in accordance with the relevant provisions under the Marketing and Operational Consulting Agreement, including the applicable policies. For avoidance of doubt any such failure on the part of the Hotel shall constitute a material breach under the Marketing and Operational Consulting Agreement.
3. The Membership Fee charged by OYO to such customers/guests may undergo revision from time to time at the sole discretion of OYO and the Hotel agrees not to raise any objection to such revision.
4. OYO Wizard Program membership benefits for the customers are applicable throughout the membership duration of the customer or until such time as the OYO Wizard Program is discontinued, terminated or suspended by OYO at its option.