

APPLICATION FOR CHEQUE CASHING FACILITY

REFERENCE No.:		CCF Application Date		Card Type	
Surname				Title (Mr./Mrs. / Ms.)	
Given Name (s)					
Membership No.		Alias			
NRIC / Passport No.		Nationality			
Social Security No.		Date of Birth			
Residential Address		Mobile Phone No.			
		Home Phone No.			
		E-mail			
		Rented or Owned			
Business / Employer Address		Business / Employer Name			
		Business Type			
		Designation			
		Office Phone No.:			
1. Bank Name		1. Account Holder Name			
1. Bank Account Number:		1. Branch:			
1. Branch Contact		1. Branch Contact Nos:			
2. Bank Name		2. Account Holder Name			
2. Bank Account Number:		2. Branch:			
2. Branch Contact		2. Branch Contact Nos:			
3. Bank Name		3. Account Holder Name			
3. Bank Account Number:		3. Branch:			
3. Branch Contact		3. Branch Contact Nos:			
Credit Facilities held at other Casinos in the last 12 months (list 3) :					
Casino Name		Credit limit	Outstanding Amount (if any)		
1.					
2.					
3.					

CHEQUE CASHING FACILITY TERMS AND CONDITIONS

These terms and conditions must be read carefully before completing the application form and the drawdown of the any part of the facility. By drawing down any part of the facility, you will be considered to have accepted the terms and conditions set out in this application form and will be bound by them. In this document,

“we” or “us” refers to Rosy Start Limited which means and include its authorized representatives, successors, permitted assigns and nominees;

“facility” means the cheque cashing facility covered by (a) this application and (b) these terms and conditions;

“chip warrants” means credit issued to you, in exchange for cheque(s) accepted by us under the facility, which may be used to participate in games of chance conducted by us or by any of our affiliated or otherwise connected or authorized companies, onboard the ship on which the chip warrants are issued;

“you” includes your heirs and estate; and

“cheque(s)” include all cheques, promissory notes and other instruments for the payment of money accepted by us in connection with the facility.

1. Provided that the outstanding amount (being the aggregate for the time being of the total amount of all un-cleared cheques accepted by us, and all interest charges and other sums payable by you, under the facility) does not at any time exceed the facility limit from time to time determined by us, we agree subject to the following terms and conditions to give you chip warrants in exchange for any cheque which is (i) issued by you or by someone else acceptable to us, (ii) drawn in a currency and on a bank acceptable to us, (iii) made payable to us, (iv) presented to us subject to these terms and conditions, and (v) dated the day of presentation to us or when the outstanding amount has fallen due.

2. We may at any time and without having any liability to you (i) request the special clearance of or repayment under any cheque or (ii) terminate the whole or any part of the facility, with or without cause. We may also at any time ask you to pay to us immediately the outstanding amount together with any interest and costs charged by us under Clause 3 herein.

3. Provided that all cheques presented to us under Clause 1 herein are paid in full in cleared funds when first presented for payment and that all payments requested by us under Clause 2 herein are paid in full in cleared funds within 7 days of our first demand, we will not charge you late payment interest but, if any such cheque or payment is not so paid, we may (i) charge you late payment interest on the daily outstanding balance from the 'relevant due date' until the date of our receipt of the relevant payment at a rate equal to 1% per annum above the prime rate in Hong Kong or any other applicable territory, compounded at such intervals as we may determine in our absolute discretion and (ii) charge you all costs (including but not limited to legal fees) incurred by us in connection with the enforcement (demanding, collecting and/or taking out legal action to recover such indebtedness), preservation or protection of any of our rights in respect of the facility or in connection with any cheque accepted by us under the facility, (iii) make application to the court to execute the debt guarantee, if any, and/or enforce our rights in respect of the facility and (iv) use the balance in your account in our affiliated or connected or authorized companies, or the redeemable chips or deposits to settle such outstanding payment. Any such interest and costs will be payable by you on demand at any time. For the purpose of this clause, 'relevant due date' shall mean fourteen (14) days after close-trip unless otherwise agreed by written agreement.

4. You unconditionally and irrevocably (i) grant us the rights to use the information in relation to the facility or any information provided by you including but not limited to your personal information or data obtained through this transaction ("Information") for the purpose(s) of, including but not limited to, disclose or exchange the Information to third party creditworthiness reference organization, bank, collection agency, your company or any other organization or person whatsoever for analysis of credit risk, and in the event of the cheque(s) presented to us under Clause 1 above are not so paid or dishonored, disclose such Information to third party collection agencies for the purpose of enforcement, preservation or protection of any of our rights in respect of the facility or in connection with any cheque accepted by us under the facility, (ii) waive all rights whatsoever to stop payment of any cheques accepted by us under the facility, (iii) guarantee that all cheques accepted by us under the facility will be paid in full in cleared funds when first presented for payment, (iv) undertake, if any cheque is not so paid, to pay to us on demand the full amount due in respect of the cheque together with any interest and costs charged by us under Clause 3, (v) undertake to reimburse and indemnify us on demand against any loss which we may suffer as a result of any non-repayment of any indebtedness owed by you in connection to the facility, including the dishonouring of any cheque, and (vi) undertake to reimburse, indemnify us on demand against any loss which we may suffer as a result of any of your obligations or liabilities under the facility, or any of the payer's obligations or liabilities in respect of any cheque accepted by us under the facility, being or becoming in whole or in part void, voidable or unenforceable for any reason whatsoever (the amount of such loss being the amount which we would otherwise have been entitled to recover).

5. At any time before clearance of any cheque accepted by us under the facility, we may (i) amend the cheque in order to make the amount payable to us under the cheque equivalent to the total amount then payable by you under the facility and/or (ii) complete any missing items on the cheque including the name of the payee, payable amounts, date, the name, account number, and/or address and branch of any bank or financial institution, and any electronic coding of any of the foregoing items.

6. Chip warrants issued to you under the facility may be used for your participation in games of chance conducted by us in any casino or by any of our affiliated or otherwise connected or authorized companies, onboard the ship on which the collections/credit notes are issued. Irrespective of how you use the chip warrants, you unconditionally and irrevocably (i) acknowledge that any and all debts arising out of the facility or in connection with any cheque accepted by us under the facility will be valid and enforceable and (ii) waive all of your rights whatsoever to contend that any such debts are in any manner or to any extent unenforceable.

7. Unless you have completed and signed (and initial on each page of) this application, your application for the facility will not be processed. We may request further information or documentation from you for this application and shall be under no obligation whatsoever to make the facility available to you, or to extend credit to you in any other form whatsoever, as a consequence of your completion and signature of this application.

8. We may transfer all or any of our rights, benefits and obligations under the facility to any person or corporate at any time and, following any transfer, references to us in the terms and conditions in this application will be read as references to the transferee to the extent of the transfer.

9. We reserve the right to alter the amounts or percentages of interest rate, charges, etc. applicable herein from time to time and may notify you of such alteration in any manner we think fit.

10. When applicable, any payments, credits, repayments to any of your account with us may be applied in the following order: firstly, any legal and collection fees, late charges and other fees and charges, secondly, any interest accrued and lastly, the outstanding principal amount; or in any order as we consider appropriate without prior reference to you.

11. These Terms and Conditions may, at our sole discretion, be changed from time to time upon giving you notice by such means we consider appropriate. If you do not fully repay the outstanding amount in connection to the facility hereunder prior to the expiry of the notice period, you shall be deemed to have agreed to and bound by such change.

12. You hereby unconditionally and irrevocably (i) agree that the facility, if being drawn down on any vessels operated by the ultimate holding company (or any of its subsidiaries or affiliates) of Rosy Start Limited including Star Cruises Dream Cruises and Crystal Cruises, shall be governed by and construed in accordance with Panama Law; if being drawn down at land based properties managed by the ultimate holding company (or any of its subsidiaries or affiliates) of Rosy Start Limited shall be governed by and construed in accordance with the applicable local laws (ii) agree that the Hong Kong courts shall have non-exclusive jurisdiction to hear and determine any disputes whatsoever which may arise out of or in connection with the facility or any cheque accepted by us in connection with the facility, (iii) agree that we may also bring any action or proceeding against you in any court in any country or territory in which you or any of your assets are then situated or in any other court of competent jurisdiction selected by us, (iv) waive any objection which you may now or later have to any action or proceeding being brought by us in any of the courts referred to above, (v) submit to the jurisdiction of the courts referred to above and (vi) waive the right to challenge the enforceability of a judgment issued by the Court.

13. Every notice, request, demand, process or other document in connection with any dispute, and any other communication or document touching or concerning the facility or any cheque accepted by us in connection with the facility, may be served on you personally or by being posted or delivered to any of your business or residential addresses or to any other address provided by you in connection with the facility.

CHEQUE CASHING FACILITY LIMIT REQUESTED

I hereby request the following Cheque Cashing Facility : (Currency : USD) _____

I confirm that I have read the terms and conditions printed above. I understand that when I sign this application form, I shall observe and be legally bound by the terms and conditions herein. I warrant and represent that the information disclosed herein is true and accurate.

The applicant declares that he/she:

1. is not a declared bankrupt in any country or in the process of being declared bankrupt in any country.
2. Is not currently involved in any legal proceedings taken against him/her for debt recovery in any country.
3. is not currently facing any financial problems; and
4. has not been barred from any other casinos. The applicant acknowledges that the facility will be extended by Rosy Start Limited in reliance on the above mentioned representations. Accordingly, the Applicant shall immediately notify Rosy Start Limited in writing if there is any change to any of the above declarations and any difficulty in repaying any part of the outstanding amount in connection with the facility herein, as well as any change of name, address and employment.

Applicant Signature Date

Applicant Name : _____

For Office use only :

The facility is hereby approved with the following facility limit	
Currency	
Limit	

Rosy Start Limited	
Date:	

Approval	Full Name	Designation	Signature
Principal Approval			
2nd Approval (If applicable)			
Remarks			

PRIVACY STATEMENT

At Crystal, we gather certain types of personal data from you in order to book and provide you with an exclusive cruise experience.

We would like you to know that we make great efforts to protect your personal data. To learn more about how we protect your personal data, please visit crystalcruises.com and select the link for “Legal”. Once on that page, please select “Privacy Policy”.

You can also request a written or electronic copy.

Thank you.