

Airways website Privacy Policy & Terms of Use

Applicability

This page outlines the conditions under which Airways Hotel and Staah booking online engine handles the data you may supply to us in browsing and/or making a room booking on the Airways website (the Site). It also outlines your own obligations in using this Site.

In accessing and using this Site, you agree to be bound by these Conditions so please carefully read this section before proceeding. We reserve the right to change these terms and conditions from time to time.

If you do not accept these Conditions, you must refrain from using the Site.

A) PRIVACY POLICY

1. Site

This Site is owned and operated by Airways Hotel Limited ('Airways'), Jacksons Parade, Jacksons International Airport, Port Moresby NCD, Papua New Guinea. Staah online booking engine is operated on Airways Hotel's behalf by Staah

We make every reasonable effort to check the accuracy and factual presentation of information on our website at the time of updating. However, we cannot guarantee that all information presented is up to date-or factually accurate.

2. Information We Collect About You and How We Collect It

This policy describes the types of information we may collect from you or that you may provide when you visit the Airways Site, and our practices for collecting, using, maintaining, protecting, and disclosing that information.

We may collect information from you in relation to your interactions and transactions with our Site. This includes when you make a hotel reservation on our Site or communicate with us electronically for enquiries or to make restaurant and spa bookings.

Information relating to hotel bookings is collected by our online booking engine Staah, which is operated on Airways Hotel's behalf. For details about conditions relating to bookings, rates, amendments, and cancellations, please click here to view Staah's [Privacy Policy](#).

Airways and Staah respect your privacy and have implemented a range of measures to protect the security of your personal information.

When booking or registering on our Site, as appropriate, you may be asked to enter personal information including your: name, e-mail address, mailing address, billing address, phone number, credit card information or information related to your reservation.

Any of the information we collect from you may be used in one of the following ways:

To help us respond more effectively to your customer service requests and support needs.

For internal marketing or promotional purposes or analytical purposes. For example, we may send you our monthly e-mail newsletter about events and special offers and we may e-mail you about promotions and surveys.

Your information, whether public or private, will not be sold, exchanged, transferred, or given to any other company for any reason whatsoever, without your consent, other than for the express purpose of delivering the purchased product or service requested.

3. Hotel Reservations

The reservations feature of the Site is provided solely to assist customers in determining the availability of travel-related services and products and to make legitimate reservations and for no other purpose.

You warrant that you are at least 18 years of age, possess the legal authority to enter into the legal agreement constituted by your acceptance of these Conditions and use the Site in accordance with such Conditions.

You agree to be financially responsible for your use of the Site including without limitation for all reservations made by you or on your account for you, whether authorised by you or not. For any reservations or other services for which fees may be charged, you agree to abide by terms or conditions of supply including without limitation payment of all sums of money due under such terms or conditions.

The Site contains details of hotel charges and room rates (including any available special offers) for hotels and resorts owned or managed by Airways.

Hotel reservation terms and conditions of booking are set out on the Site and payment will be in accordance with the procedure set out in such terms and conditions.

No contract will subsist between you and Airways or any of its affiliates in respect of any services or products offered through the Site unless and until Airways accepts your order by e-mail or automated confirmation through the Site confirming that it has accepted your reservation, booking or order and any such contract shall be deemed to incorporate the hotel reservation terms and conditions of booking.

You undertake that all details you provide in connection with any services or products which may be offered by Airways on the Site (including hotel room reservations) will be correct and, where applicable, the credit card you use is your own and that there are sufficient funds to cover the cost of any services or products which you wish to purchase. Airways reserves the right to obtain validation of your credit card details before providing you with any services or products.

4. Data Security & Non-Confidentiality

We have implemented measures designed to secure your personal information from accidental loss and from unauthorised access, use, alteration, and.

However, electronic transmissions of data including the Internet are public media and any use of such media is public, not private.

Information related to or arising from such use is either public or the property of those collecting the information and not personal or private information.

Although we try to protect your personal information, Airways does not warrant and cannot ensure the security or confidentiality of any information which you transmit via our Site. Accordingly, any information which you transmit to Airways is transmitted at your own risk.

We are not responsible for the circumvention of any privacy settings or security measures contained on the Site

5. Use of cookies

We collect cookie information when you visit our website. Cookies are small files that a site or its service provider transfers to your computer's hard drive through your Web browser (if you allow) that enable the sites or service provider systems to recognize your browser and capture and remember certain information.

We use cookies to understand and save your preferences for future visits and compile aggregate data about site traffic and site interaction so that we can offer better site experiences and tools in

the future. We only ever use cookie information in aggregated form – we do not use it to identify you as an individual.

We may contract with third-party service providers to assist us in better understanding our site visitors. These service providers are not permitted to use the information collected on our behalf except to help us conduct and improve our business.

If you prefer, you can choose to have your computer warn you each time a cookie is being sent, or you can choose to turn off all cookies via your browser settings. Like most websites, if you turn your cookies off, some of our services may not function properly. However, you can still place orders over the telephone or by contacting customer service.

6. Disclosure of your information to outside parties

The information that we collect from you is strictly confidential. We do not sell, rent, trade, or otherwise transfer to outside parties your personally identifiable information. This does not include trusted third parties who assist us in operating our website, conducting our business, or servicing you, so long as those parties agree to keep this information confidential.

Airways uses the information you provide to us to help you access the services we provide more easily. We also use personal information to administer and improve our products and services and tailor them to your interests. We may also send you marketing material about products and services we believe are suited to you and your interests and communicate with you using social media channels and platforms.

If you do not wish to receive any of this material you may simply choose “unsubscribe” from our mailing list or contact us using the details below, and no further material or communications will be sent to you.

We may also release your information when we believe release is appropriate to comply with the law, enforce our Site policies, or protect our or others’ rights, property, or safety. This online privacy policy applies only to information collected through our website and not to information collected offline.

7. Access to and accuracy of your information

You have a right to access and correct most of the personal information we hold about you. Once we receive personal information from you, we take all reasonable steps to ensure that all the information we collect, use, or disclose is accurate and up to date. If you think that any of your personal information held by us is inaccurate, please send us an email at the address provided below and we will take reasonable steps to ensure that it is corrected.

B) TERMS OF USE

1. Trademarks

The Site contains Airways' trade and service marks and devices and other valuable trade, or service marks owned by Airways or licensed to Airways to distinguish its services and products. These trade and service marks and related intellectual property are protected from being copied and simulated under national and international laws and may not be reproduced or copied without the express prior written consent of Airways Hotel.

Without limitation, you must not use any of the said trade or service marks:

in or as the whole or part of your own trademarks.

in connection with activities, products or services which are not undertaken or provided by Airways.

in a manner which may be confusing, misleading, or deceptive; or

in a manner that disparages the Airways name or its information, products, or services (including this Site).

2. Copyright

The Information, text, graphics, images, sounds, links and all other information and software published or otherwise contained in the Site ("Information") are either owned exclusively by

Airways or licensed by Airways and except as specifically provided in these Conditions may not be copied, distributed, displayed, reproduced, or transmitted, in any form or by any means whether electronic, mechanical, photocopying, recording, or otherwise, without the prior written approval of Airways.

Without limitation you may not, without such approval from Airways, create derivative works from any part of the Site or commercialise any Information, products or services obtained from any part of the Site. Information procured from a third party may be the subject of copyright owned by that third party.

3. Your Use

The Site is for your personal non-commercial use and the Information may be downloaded or printed by you solely for that purpose.

This right to use the Information is a license only, not a transfer of title, and is subject to the following restrictions:

the Information may not be used for any commercial purpose or public display, performance, sale, or rental.

no copyright or other proprietary notices may be removed:

the Information may not be transferred to another person.

software may not be interfered with in any manner.

every person downloading, reproducing, or otherwise using the Information must prevent any unauthorised copying of the Information.

you will only use the Information for lawful purposes and in accordance with these Conditions.

4. Site Information

You accept that all Information provided on the Site, or any other material accessed through the Site including via any Linked Web Site (refer to Condition 7) is general information and is not in the nature of advice.

You also accept that all the Information is provided on an “as is” basis and to the extent permitted by law, is provided without any warranty, representation, or condition of any kind whether express, implied, statutory, or otherwise. You assume all responsibility and risk for your use of or reliance upon the Information and the Site or any other material accessed through the Site including via any Linked Web Site.

Whilst Airways seeks to ensure that the Information is reliable and accurate, errors and omissions may occur and therefore, to the extent permitted by law, Airways does not make or give any representation or warranty (express or implied) of any kind as to any matter relating to the Site and any Linked Web Site, including without limitation, as to merchantability, non-infringement of intellectual property rights or fitness for purpose.

Airways do not warrant that:

the Information or any other material accessed through the Site including via any Linked Web Site is reliable, accurate or complete including, without limitation, information relating to prices and availability; or

your access to Information or any other material accessed through the Site including via any Linked Web Site will be uninterrupted, timely or secure.

Airways is not liable for any loss (direct or indirect) resulting from any action taken or reliance made by you on the Information, or any other material accessed through the Site including via any Linked Web Site. You should make your own inquiries and seek independent professional advice before acting or relying on any such information or material.

Airways may from the time-to-time update, modify or add to the Information, including these Conditions and absolutely reserves the right to make such changes without any obligation to notify past, current, or prospective users of the Site. Unless otherwise specified to the contrary all new Information shall be subject to these Conditions.

Airways do not guarantee that the Site will operate continuously or without interruption or be error-free. In addition, Airways may also suspend or discontinue any aspect of the Site at any time without being liable for any direct or indirect loss because of such action.

5. Liability Disclaimer & Exclusion

In no event shall Airways be responsible for any direct, indirect, special, incidental, or consequential loss or damage, however arising and whether in contract, tort or otherwise, which you may suffer in connection with or arising out of:

your use of the Site or any Linked Web Site; or

your use of or reliance on Information or any other material accessed through the Site including via any Linked Web Site.

including without limitation, loss, or damage by way of loss of profits, loss of business opportunity, business interruption or loss of information.

These Conditions do not purport to exclude liability arising by any applicable law if, and to the extent, such liability cannot be lawfully excluded, however, to the extent permitted by law, all warranties, terms, or conditions which would otherwise be implied into these Conditions are hereby excluded.

Where applicable law implies any warranty, term or condition, and that law prohibits exclusion or modification of the application of or the liability of Airways under, any such warranty, term, or condition, then the liability of Airways shall include liability for that warranty, term, or condition but such liability will be limited for a breach of that warranty, term, or condition to one or more of the following:

if the breach relates to services, the supply of the services again or payment of the cost of having the services supplied again; and

if the breach relates to products and the products can be repaired, repair of such products or payment of the costs of having the products repaired, but otherwise, replacement of the products or the supply of equivalent products or payment of the cost of replacing the products or of acquiring equivalent products.

6. Specific Warnings

You must ensure that your access to and your use of the Site is not illegal or prohibited by laws which apply to you.

You must take your own precautions so that the process which you employ for accessing the Site does not expose you to the risk of viruses, malicious computer code, computer program routine or process or other forms of interference which may damage your own computer system. Without limitation, you are responsible for ensuring that your own computer system meets all relevant technical specifications necessary to use the Site and is compatible with the Site. For the removal of doubt, Airways does not accept responsibility for any interference or damage to your own computer system which arises in connection with your use of the Site or any Linked Web Site.

Airways do not guarantee or warrant that any material available for downloading from the Site or any Linked Web Site will be free from any virus, infection or other condition which has contaminating or destructive properties. You are responsible for taking sufficient precautions and checks to satisfy your own personal requirements for the accuracy of data input and output.

You must ensure that any information which you provide to Airways is accurate and complete and does not contain any virus, malicious computer code, computer program routine or process or another form of interference which may damage the computer system of Airways or the Information or which may detrimentally interfere with or surreptitiously intercept or expropriate any Airways system, data, or information.

7. Linked Websites

The Site may contain links to other websites ("Linked Web Sites"). Those links are provided for convenience only and may not remain current or be maintained.

You acknowledge and agree that Airways does not have any control over the content or availability of Linked Web Sites and accepts no responsibility for the content, privacy practices or any other aspect of Linked Web Sites.

Links with Linked Web Sites should not be construed as an endorsement, approval, or recommendation by Airways, of the owners or operators of those Linked Web Sites, or of any information, graphics, materials, products, or services referred to or contained on those Linked Web Sites, unless and then only to the extent expressly stipulated to the contrary.

8. Governing Law & Jurisdiction

Excepting those services provided by Staah, these Conditions are governed by the laws in force in Papua New Guinea and you agree to submit to the exclusive jurisdiction of the courts of Papua New Guinea.

9. General

Airways do not accept any liability for any failure by Airways to comply with these Conditions where such failure is due to circumstances beyond its reasonable control.

If Airways waives any rights available to it under these Conditions on one occasion, this does not mean that those rights will automatically be waived on any other occasion.

If any of these Conditions are invalid, unenforceable, or illegal for any reason, the remaining Conditions shall nevertheless continue in full force.

You are completely responsible for all charges, fees, duties, taxes, and assessments arising out of the use of the Site.

10. Termination of Access

If you breach any of these Conditions your license to use the Site will terminate immediately without the necessity of any notice being given to you.

Otherwise, access to the Site may be terminated at any time by Airways without notice.

The provisions of these Conditions excluding, limiting, and disclaiming the liability of Airways will nevertheless survive any such termination.

11. Contact Information

To ask questions or comment about this Privacy Policy and Terms of Use, contact us via email at: brands@airways.com.pg

12. Updates to this Policy

Airways reserves the right to change this Privacy Policy and Terms of Use at any time. Airways will notify any changes by posting an updated version on this website.

13. Return to the Site

To return to the Site, click where indicated. By doing so, you acknowledge that you have read, understood, and accepted these Conditions.