



LE CLUB ACCOR HOTELS

Feel Welcome

General CONDITIONS OF USE

From 28 September 2016

SOFITEL  pullman GRAND MERCURE THE SEBEL NOVOTEL
Mercure MAMA SHELTER adagio ibis ibis STYLES adagio access Thalassa SEA & SPA

1. PROGRAMME DESCRIPTION

The Le Club AccorHotels loyalty programme (the **Programme**) provided by PRO-FID SAS (the **Administrator**), the company handling customer loyalty for AccorHotels group hotels, is designed to enable its Members to enjoy various benefits (as described below) during their stay at AccorHotels Group hotels participating in the Programme and with our Programme Partners.

The Le Club AccorHotels Programme is only applicable if allowed by law in the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

- **Adjustment:** Points credited following a claim by the Member or an error on the part of the Programme.
- **Advance:** Cash advance granted exceptionally by certain hotels, but which is not eligible for earning Points.
- **Check-in:** Date of arrival at the hotel.
- **Check-out:** Date of departure from the hotel.
- **Customer:** Individual (not a Member of the Programme) staying the night at an AccorHotels hotel or booking Day Use.
- **Day use:** Use of a hotel room where Check-in and Check-Out take place on the same day.
- **Eligible night:** A night spent by a Member at a hotel participating in the Programme. Eligible nights are accumulated to determine programme status levels according to the schedule set forth in Article 7.6. Only nights spent by a Member at the hotel as part of a stay booked via one of the distribution channels eligible for earning Points, as identified in Article 7.1 below, are eligible.
- **Member:** Customer who has accepted the Programme's General Conditions of Use.
- **Partner:** Company not operated by the AccorHotels group and participating in the Programme in one of the three following ways: by providing Le Club AccorHotels Points to Members on their expenses within its network; by accepting Le Club AccorHotels Rewards vouchers for purchases within its network; and/or by providing the opportunity to transfer Le Club AccorHotels Points to its own loyalty programme or vice versa. Partners can operate in a number of sectors including the transport, leisure, retail and tourism sectors. In particular, hotels that are not operated under an AccorHotels brand and distributed through the **AccorHotels.com** website or the AccorHotels mobile app can become Partners.
- **Point:** Unit generated by a Member according to a set scale, following an eligible stay at a hotel participating in the Programme, the purchase of eligible services from a Partner or in the context of eligible offers or promotional operations.
- **Reward:** Any service or product obtained using Points accumulated on the Member's account.
- **Status:** Membership level that is defined by a certain number of Points and corresponds to benefits received by a Member at a hotel, based on the number of Eligible Nights or the number of Points earned by a Member over a given period.
- **Transaction:** Crediting or debiting points from a Member's account.

3. HOTELS PARTICIPATING IN THE PROGRAMME

The hotels participating in the Programme are hotels operating under an AccorHotels brand, with the exception of the hotels and brands listed on the Le Club AccorHotels page of the **AccorHotels.com** site (see **list of participating brands and non-participating hotels and brands**).

When a hotel or brand joins the AccorHotels network or begins to participate in the loyalty programme, only stays in the hotel that have been made after this joining or first participation are eligible to earn Points and other programme advantages for Members.

If a hotel leaves the AccorHotels network or ceases to be a participating hotel after the Member makes a booking but before the Member's actual stay, the Member:

- will not earn Points and will not have access to any Status-related service or advantage at the hotel,
- will not have access to any special offers in which the hotel may have participated,
- if applicable, will have Points re-credited for all or part of booking and will be required to pay the amount corresponding to the number of Points used for the booking at the hotel,
- will not be able to use Le Club AccorHotels Rewards vouchers in this hotel.

4. PROGRAMME MEMBERSHIP

4.1. Conditions of Membership

The Programme is open to all persons who are legally considered to be an adult or have the legal capacity to sign a contract in their home country.

Membership in the Programme is free of charge.

Members have a loyalty card, sent to them as a physical card or available electronically online, depending on the Member's Status and/or choice. Whether in physical or electronic format, the membership card is nominative and strictly personal. It cannot be sold, loaned or transferred. The membership card is not a means of payment and cannot be used to guarantee a booking. Each card states the Member's name, individual identification number and Status date of expiry (for Silver, Gold and Platinum Status levels - see Article 8 below). The rule is one Le Club AccorHotels card per member.

The card may only be used by the Member whose name is printed on the card.

A valid e-mail address is required to join the Programme. Two or more Members may not use the same email address. By joining the Programme, the Member agrees to receive electronic communications relating to the operation of, and services offered by, the Programme, including information messages, Points statements, and information regarding the operation of the Member's account. If the Member no longer wishes to receive this information, which is considered essential to Programme operation, the Member must follow the Programme termination procedure (described in section 11.1).

Members of the Programme accept that the Programme may be modified in whole or in part at any time and without prior notice.

The Member must not disclose his/her personal account password to any other party. The Member accepts responsibility for all operations to and from his/her account.

4.2. Registering AS A Member of The programme

The Customer may join the Programme in any of the following ways:

- By contact the reception desk during his/her stay at a hotel participating in the Programme.
- By registering online on the **AccorHotels.com** website.
- Via AccorHotels's telephone reservation center.
- By any other means made available to the Customer.

The Customer shall provide the required and obligatory details for the membership form.

New Members must accept the Program's General Conditions of Use, either online or at the hotel, depending on conditions for joining.

Once accepted, the Member will fully benefit from all Programme services, including access to the different functions of the **AccorHotels.com** website (such as accessing Rewards, checking his/her personal account, redeeming Points, etc.), and recognition by all AccorHotels Internet sites and call centres when making reservations.

4.3. Personal Member Account

Using his/her personal account enables the Member to:

- View account balance, transaction history, and status.
- Be recognized on the **AccorHotels.com** website and mobile services.
- Enter accommodation preferences, personal preferences, and favorite brands and destinations.
- View reservation history and modify current reservations, if necessary.
- Subscribe to AccorHotels, Le Club AccorHotels and AccorHotels brand newsletters, and manage subscriptions online.
- Access personalized offers and services.

5. CARD USE

To enjoy the card's benefits, Members must state their card number each time they request any services offered by the Programme and/or present their card or card number on arrival at the hotel (or their Member number if they have not yet received their card). Programme benefits can only be provided if Members comply with these requirements.

In the event of loss or theft of his/her membership card, the Member must notify the Programme Administrator and order a new card in the "Receive your card by mail" section of the Member's personal account on the **AccorHotels.com** website.

6. MEMBER RESPONSIBILITIES

Any breach by a Member of these Conditions of Use, abusive or fraudulent use of the card, Points or Le Club AccorHotels Rewards vouchers, communication of falsified information and/or detrimental or objectionable behaviour (notably, regrettable, malicious or insulting behaviour towards hotel staff or customers) may result - at the sole discretion of the loyalty Programme Administrator - in temporary suspension of the Member's Programme membership or termination of membership without notice or compensation, plus cancellation of any Points earned by the Member with his/her card, as per the terms stipulated in Article 11. This suspension or termination shall be without prejudice to the Programme Administrator's right to take action with respect to a Member.

7. EARNING LE CLUB ACCORHOTELS POINTS

When a Member books an eligible stay at one of the hotels participating in the Programme, including at least one paid night's stay at the hotel by the Member, the Member's account is credited with the Points and number of eligible nights corresponding to his/her stay. Day Use qualifies only for crediting Points and does not count as an Eligible Night stay.

Points are non-transferable.

Points do not constitute a means of payment and have no monetary value. No money shall be provided for lost or unused Points.

7.1. Reservation Channels eligible for points

Only stays booked at eligible rates via AccorHotels distribution channels (AccorHotels Internet sites, AccorHotels reservation

centre, hotels) and traditional travel agencies using a GDS (Global Distribution System) connected automatically to the AccorHotels reservation centre, entitle the Member to earn Points.

Eligible stays therefore do not include: stays booked via a reseller, tour operator or third-party on-line travel agent (such as Expedia.com, Booking.com, etc.). These stays do not enable the Member to earn Points, nor accumulate Eligible Nights to obtain a status.

7.2. Eligible booking Rates

Only stays booked at an eligible rate enable benefitting from the Programme.

Eligible booking rates include all public, corporate, and promotional rates, but NOT the following rates:

- Room rates for group bookings when the rooms are invoiced to and settled globally by the organiser (excluding the Meeting Planner promotional offer);
- Rates proposed to employees of partner companies (travel, tourism, etc.), also known as "Partner Rates";
- Room rates for crew (airline, shipping, or other).
- Rates for AccorHotels employees, employees of partner companies, and providers to the AccorHotels group.
- Tour operator rates.

7.3. Eligible expenses

Only the following expenses are eligible to earn Points and only if they are paid for by a Member who is actually staying at the hotel:

- Expenses for Member accommodations and up to one other room at the same hotel on the same date (for a maximum of two invoiced rooms), provided that (i) the Member is staying in one of these rooms and that (ii) the second room is not occupied by another Member. Note that if the Member books two rooms, points are earned accordingly, but the number of Eligible Nights is based only on the Member's room.
- Services in addition to hotel accommodations, namely: mini-bar, telephone, room service, pay television, Member meals at the hotel restaurant, and drinks at the hotel bar.
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa sea & spa centre connected with the participating hotel, provided that the Member stays at the hotel.

Points are calculated on the basis of the total invoice for eligible expenses, excluding tax. This invoice must be paid while the Member is at the hotel; that is, payment must be accepted and cleared. As a result, if a Member stops payment of a cheque, issues a cheque with insufficient funds, or challenges a payment by bank card, he/she will not receive any Points for the transaction in question.

Eligibility rules for the following expenditure vary depending on the hotel infrastructure:

- business centre;
- boutique purchases;
- spa products and services;
- hair salons;
- beauty parlours;
- golf green fees;
- parking;
- laundry services.

The following expenditure does not qualify for earning Points:

- additional expenditures incurred as part of a non-eligible stay (even if settled at the hotel);
- taxes (notably VAT), tips, taxi trips, transfers to/from the hotel, service charges and other applicable charges;
- advances;

- expenses incurred as part of organising a company seminar, banquet or any other event - including private events - settled globally by the Member (except for the Meeting Planner promotional offer);
- all charges and expenses which are not specifically listed as eligible expenditure.

7.4. Points Scale

The Programme offers four membership Status levels, awarded according to the number of Eligible Nights or the number of Points earned over a 12-month period (365 days). Status levels are: Classic, Silver, Gold, and Platinum.

Each Status level has its own Points scale, as shown in the table below, on the basis of every ten euros spent.

PER €10 OF ELIGIBLE EXPENDITURE				
STATUS LEVEL	Number of points earned at participating brands (excluding Mama Shelter, Adagio, Adagio access, ibis* and ibis Styles)	Number of points earned at Mama Shelter, ibis* and ibis Styles	Number of points earned at Adagio (excluding Adagio access)	Number of points earned with Adagio access
CLASSIC	25	12.5	10	5
SILVER	31	15.5	12.5	6.25
GOLD	37	18.5	15	7.5
PLATINUM	44	22	17.5	8.75

*Hotels operating under the ibis budget brand do not participate in the Programme (see list of participating and non-participating hotels and brands)

At Thalassa sea & spa, the applicable Points scale is that used by the hotel at which the Member stays.

Only a whole number of Points may be credited. If application of the Points Scale leads to a number with a decimal point, the number of Points credited will be the next lowest whole number if the decimal is less than 5 and the next highest number if the decimal is equal to or more than 5.

7.5. Earning Points with Partner brands

It is also possible to earn points with Programme Partners according to conditions that are specific to each Partner; these may be consulted in the Le Club AccorHotels section of the **AccorHotels.com** site.

7.6. Special offers and promotional operations

Members may also earn Points in the context of special offers or promotional operations organised by the Programme. In this context, earning Points depends on meeting specific conditions that apply to each offer or operation and that are communicated to Members.

7.7 Status levels

Members move up to the next Status level when they fulfil the conditions for this Status, as described below.

To access a Programme Status, Members need to have spent or collected a minimum number of Eligible Nights or Points as follows:

STATUS	Number of Eligible Nights spent by Member	Number of Points earned per Card
SILVER	10	2,500
GOLD	30	10,000
PLATINUM	60	25,000

If, following a period of 365 days after obtaining a Status level, the Member fulfils the necessary conditions to obtain this Status level again, it will be renewed. If Members no longer fulfil the conditions, they are given access to the Status level corresponding to their activity calculated over the past 365 days (based on the scale in the above table).

The Status level obtained by a Member on 31 December 2016 (as according to the rules stated above) will be guaranteed until 31 December 2017.

From 1 January 2017, the rules for access to Status levels will change to take account of the Member's activity during each calendar year. From 1 January 2017, access to Status levels will be according to the Programme's new rules. The Member's activity during 2016 will not be taken into account for obtaining a higher Status level during 2017. The new Status access rules will be communicated for acceptance by Members beforehand.

The use of Points has no effect on whether or not a Member keeps the same Status or changes Status.

In the event of change to the Member's Status between booking and Check-out from the hotel, the rules for Points attribution will be the rules at the date of Check-out. For a stay of several consecutive nights, the Member will receive a single Points credit after payment of the invoice in full.

7.8. Validity of points

The Points accumulated following a stay at a participating or partner hotel are valid for 12 months (365 consecutive days) from the date of Check-out. This validity is extended by 365 days each time a stay at a participating or partner hotel that is eligible for earning Points is recorded on the Member's account.

If the Member does not stay at a participating or partner hotel that allows earning Points during a period of 365 consecutive days, all the Points in his or her account are lost without prior notice, and it is not possible to restore or transfer these points.

7.9. Exchange rates

Invoices paid in local currency outside the euro zone are converted into euros before calculating Points. The exchange rate applied by the hotel at the time of Check-out is taken from the "Multidevises" database (the Reuters Bank monetary and financial information database).

8. BENEFITS AND SERVICES OFFERED TO MEMBERS

In addition to receiving Points, Members with a status of Silver or higher are offered certain benefits associated with their Membership Status level.

Only the cardholder Member is entitled to the benefits associated with the loyalty card.

These benefits are offered on the condition that the Member's stay is eligible for earning Points.

These benefits are described in more detail in the "Le Club AccorHotels" section of the **AccorHotels.com** website.

In particular, the guarantee of an available room before arrival is subject to the following specific conditions:

- The guarantee covers room availability only and not a particular type of room.
- Reservation must be made before noon, 12:00PM (local time at the hotel) and at least three days (for Gold cardholders) or two days (for Platinum cardholders) prior to the date of arrival.
- The Member must request this guarantee at the time of booking.
- In hotels identified as belonging to the "resorts" category, the guarantee of availability is applicable only to stays of a minimum of seven days.

- This guarantee applies only to stays booked via AccorHotels distribution channels, paid for at the standard or full rate (excluding promotions or discounts) and for one room only (the Member's room). For bookings that include several rooms, this guarantee therefore does not apply to the additional rooms.
- If the hotel is unable to guarantee room availability, it commits to accommodating the Member at another nearby AccorHotels hotel or at a hotel in an equivalent category. If the Member is accommodated at a hotel that is not part of the AccorHotels group, the hotel will refund any difference in the cost of the first night and any related transportation fees, upon presentation by the Member of the corresponding invoices. All hotel accommodation expenses for the night in question (price paid by the Member plus the additional price difference reimbursed by the hotel) qualify for Points credit.
- This room guarantee applies to all Sofitel, Pullman, MGallery, Grand Mercure, The Sebel, Mama Shelter, Novotel, Novotel Suites, Mercure, ibis and ibis Styles hotels, **excluding certain brands and hotels that are listed as exceptions**.
- The guarantee of availability is not applicable on certain dates. The official calendar of dates on which the availability guarantee does not apply is regularly updated and displayed for Members on the **AccorHotels.com** site. It is up to Members to take note of these dates before booking a stay for which they wish an availability guarantee (**see list of excluded dates**).

9. CONVERTING LE CLUB ACCORHOTELS POINTS

Once a Member's Points have reached a certain level, Points can be converted into Rewards in accordance with the terms and conditions described more fully in the "Le Club AccorHotels" section of the **AccorHotels.com** website.

Rewards can be Le Club AccorHotels Rewards hotel vouchers, Le Club AccorHotels Rewards partner vouchers, Points from other Partner loyalty programmes or air miles.

Points are strictly personal and cannot be transferred. They can be used directly for booking on **AccorHotels.com**, on participating AccorHotels brand websites and via the booking call centre.

Le Club AccorHotels Rewards hotel vouchers can be used directly during a hotel stay eligible for collecting Points or for expenditures eligible for collecting Points. These vouchers are not accepted by Partners participating in the Le Club AccorHotels Programme. Services paid for using Le Club AccorHotels Rewards vouchers are not eligible for earning Points.

Le Club AccorHotels Rewards partner vouchers are not accepted at hotels participating in the Programme.

Le Club AccorHotels Rewards vouchers are not accepted at Partner hotels participating in the Programme that do not operate under the AccorHotels brand.

Le Club AccorHotels Rewards vouchers are transferable and do not include the holder's name. They can therefore be used by someone other than the Member who has redeemed his/her points. However, the Le Club AccorHotels Rewards vouchers cannot, under any circumstances, be sold to anyone at any price whatsoever.

Where a Reward is associated to a service provided by a Partner, the Member must meet all the general conditions set forth by the Partner for receiving the Reward. Certain restrictions (dates, periods, etc.) may apply. It is up to the Member to contact the Partner to obtain information concerning restrictions.

Transfer of Points to a Partner Reward (points or air miles for another loyalty programme, for example) is strictly nominative and subject to the conditions stipulated by the Partner.

10. MEMBER ACCOUNT ISSUES

10.1. Claims within the participating hotel Network

If the Member notes that his/her Points were not credited as expected after a minimum of seven days following the Member's stay at a participating hotel, the Member may submit a claim for Points adjustment within six months following the stay in question (based on the Check-out date). To do this, the Member must fill out the claim form available in the "Report missing Points after stay" section under the "Assistance" tab in the Member's online account at **AccorHotels.com**.

For the claim to be processed, the Member must attach a copy of the paid invoice from the relevant hotel. This invoice must not include handwritten modifications. Only the document printed by the hotel is acceptable and must be established in the name of the Member making a claim.

If the Member is incorrectly refused a Points credit or benefit relating to his/her membership Status level, the Programme Administrator's responsibility is limited to correctly recording Points on the Member's account.

10.2 Claims with Partners

For queries related to collecting Points earned at Programme Partners, or using Le Club AccorHotels Rewards partner vouchers, the Member must follow the "Report missing Points from a Partner" procedure from the Member's online account or from the assistance section of the **AccorHotels.com** site and include all supporting documents.

The Member must wait at least six weeks from the date the Partner service was provided before submitting a claim. The maximum time limit for submitting a claim following a transaction is specific to each Partner and is listed in the Le Club AccorHotels section on **AccorHotels.com**.

For Points to be credited, the paid invoice corresponding to the claim must be in the name of the Le Club AccorHotels cardholder making the claim.

For the conversion of Points into other loyalty programme Points or air miles, the Programme Administrator's liability ends at the time when the request to convert Points is confirmed by the Partner programme. If, however, Points have been debited from the Member's account but Points or air miles have not been credited to the Partner programme account within six weeks, the Member is invited to contact the administrator of the Partner programme, within the time limits specified by the programme in question.

11. SUSPENSION OR TERMINATION TERMS & PROCEDURES

11.1. Termination by the Member

A Member may decide to withdraw from the Programme at any time. A Member may terminate his/her membership by sending an email stating that he/she wishes to terminate his/her membership in the Programme, from the "Assistance" page or using the "Contact us" link on the **AccorHotels.com** website.

11.2. Suspension or termination by the Programme Administrator

Any breach of the Terms and Conditions of Use of the Programme by a Member using the Le Club AccorHotels card, may at the Programme Administrator's discretion:

- lead to the temporary suspension of individual's membership for a period to be decided by the Programme Administrator, which cannot exceed three (3) months (the 'Suspension Period');
- be punished by the termination of the membership, that is, the immediate cancellation of the card, its benefits, the closure of the account and the cancellation of the Points earned, without any claim for compensation by the Member, for whatever reason.

11.3. Effects of the suspension

During the Suspension Period, the Member may not earn points, as stipulated in Article 7 herein, claim any benefits and services available to Members, as stipulated in Article 8 herein, or redeem his/her Points as stipulated in Article 9 herein.

During the Suspension Period, and no later than the expiry date of the Suspension Period, the Programme Administrator may decide to:

- Lift the suspension, in which case the Member can take advantage of the benefits and services available to Members and redeem his/her Points once again;
- Or
- To order the termination of the membership in accordance with the provisions of article 11 hereof.

11.4 Effects of the termination

Whenever a membership is terminated, the said Member shall be completely removed from the Programme and all relations between the Programme Administrator and the Member shall be irrevocably ended. This removal also results in the deletion of all Points accumulated at the date of such termination.

12. PROGRAMME COMMUNICATIONS

The Member can access all information regarding his/her membership in the Programme (including his/her Points balance and the operation of his/her account) via his/her customer account on the **AccorHotels.com** website. In accordance with Article 4.1, Members are reminded that by becoming a Member of the Programme, they agree to receive electronic communications associated with the operation and services offered by the Programme (information messages, Points statements, etc.). If the Customer no longer wishes to receive this information, which is deemed essential for Programme operation, he/she must request to leave the Programme (see the termination procedure described in Article 11.1). Any Member who joins the Programme further agrees to receive commercial information electronically by email from the Programme, including promotions for Members only. If the Member no longer wishes to receive commercial communications by email, he/she may unsubscribe at any time from these commercial offers by clicking on the unsubscribe link at the end of the email or via his/her personal account. This action has no effect on his/her membership.

The Member must notify the Programme of any change of email or postal address, name, or any other relevant information via his/her personal account.

13. DATA PRIVACY

Personal information regarding the Member is collected by Accor SA (with a registered office at 82 rue Henri Farman, 92013 Issy-les-Moulineaux, France), which is responsible for data processing as part of Programme administration and management (such as for memberships and claims). This information is used only by Accor and its subsidiaries (including PRO-FID SAS in charge of Programme Administration) and

commercial and contracting Partners (service providers, partners and hotels). Data is protected as specified in the **Accor Personal Data Protection policy**.

Your data may, depending on circumstances, be transmitted for the above purposes to recipients located in countries outside of the European Union which may not offer the same level of protection of your data. For example:

- Partner loyalty programmes and airlines that you choose, for Points or air miles transfer purposes and claim management. The list of Partners and companies is available to view in the Le Club AccorHotels section on **AccorHotels.com**. This data transfer, for which you give express consent for each transfer, is required for processing your Points or miles transfer requests;
- Entities and hotels within the AccorHotels group, since transfer is required for the execution of the contract agreement between the Member and the data processor.
- For customers in the United States and Asia-Pacific regions: external service providers with call centers handling claims within the scope of activity assigned to them; in Mexico and in Australia respectively, where data transmissions are governed by transborder flow agreements.

Accor SA also processes data of a personal nature to detect and manage anomalies, notably fraud, which may occur when a Member joins the Programme or when earning or using Points. The data collected in this context is for authorised staff at Accor SA, its services providers and, if necessary, loyalty programme Partners and the manager of the hotel concerned by the anomaly. Members are informed by post of any detected anomalies relating to them.

In compliance with the French law of 6 January 1978 relative to Information Technology and Data Protection, the Member has the right to access, query, change, and oppose the use of stored personal information about him/her for legitimate reasons or, in particular, to oppose commercial prospection. To exercise these rights, Members may write to **data.privacy@accor.com**.

14. ACCEPTANCE OF GENERAL CONDITIONS OF PROGRAMME USE, SETTLEMENT OF LITIGATION AND APPLICABLE LAW

Joining the Programme implies acceptance without reserve by Members of the Terms and Conditions of the Programme. These Terms and Conditions shall prevail over any previous text.

In case of dispute between a Member and PRO-FID SAS concerning Terms and Conditions of the Programme, the Member is hereby informed that he or she may appeal to a conventional mediation procedure or to an alternative method of settlement. In the absence of an amicable resolution within sixty days from the Customer Service referral date, the Member may appeal to the tourism and travel mediator, no later than twelve months after the first complaint. Contact information for the mediator and the means of referral are available in the **"assistance" section**.

The Terms and Conditions of the Programme are governed by French law, without obstructing the mandatory protective provisions that may apply in the consumer's home country.

15. ADDITIONAL INFORMATION

All information and details regarding the Le Club AccorHotels Programme, in particular the additional services provided by each of the participating hotels, Partner benefits, and the conditions relating to Le Club AccorHotels Rewards vouchers, are available in the Le Club AccorHotels section of the **AccorHotels.com** website.