

General terms and conditions - B&me loyalty program

Updated on 25/07/2024

1. Preamble

The purpose of these general terms and conditions (hereinafter the "B&me conditions") is to govern the rights and obligations of members of the B&me programme (hereinafter the "members"), and of the following companies:

B&B HOTELS, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 378 047 500.

B&B DREAMLAND HOTEL, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 808 416 960.

TANDEM SAS, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 9 boulevard Romain Rolland 75014 Paris (France), registered in the Paris Trade and Companies Register under no. 908 119 746.

B&B TAKEOVER, a société par actions simplifiée (simplified joint stock company) under French law, with its registered office at 271 rue du Général Paulet, 29200, Brest (France), registered in the Brest Trade and Companies Register under no. 904 728 649.

B&B HOTELS BELGIUM, a limited liability company under Belgian law, with its registered office at Place Marcel Broodthaers 8 (REGUS Brussels South Station - South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Crossroads Bank for Enterprises (ECB) under no. 0693.764.388 (Telephone: +32 2 892 39 00 - E-mail address: bel-info@hotelbb.com - IBAN: BE57001833594535)
B&B HOTELS SWITZERLAND GMBH, a limited liability company under Swiss law, with registered office at Cours des Bastions 5, 1205 Genève (Switzerland) c/o Olivier

Brunisholz, avocat, registered in the Geneva Commercial Register under n° CHE-422.607.448

B&B HOTELS GERMANY GMBH, a limited liability company under German law, with registered office at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered in the Commercial Register of the District Court of Wiesbaden under no. HRB 31371.

B&B HOTELS ITALIA S.P.A, a joint stock company under Italian law, with registered office at Via Domenichino, 19 - 20149 Milano (Italy), registered with the Milan Chamber of Commerce under no. 6291950969

B&B HOTELS AUSTRIA GMBH, a limited liability company under Austrian law, with its registered office at pA CCFA, Am Heumarkt 10 1030 Vienna (Austria), registered in the Vienna Commercial Register under number FN 461990 y

W.E. I ALICANTE, SOCIEDAD LIMITADA, a limited liability company incorporated under Spanish law, having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Mercantile Registry of Madrid under number B84679935 (Hoja M-404571, Tomo 36216, Folio 209).

WE I VALENCIA SAN LUIS HOTEL, SOCIEDAD LIMITADA, a limited liability company incorporated under the laws of Spain, having its registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Mercantile Registry of Madrid under number B84680024 (Hoja M-404570, Tomo 37280, Folio 209).

B&B HOSPITALITY ESPAÑA, S.L., a limited liability company under Spanish law, with registered office at Calle Luis Pasteur S/N, San Sebastián de los Reyes (28703), Madrid (B&B Hotel Madrid Aeropuerto T4) (Spain), registered in the Mercantile Registry of Madrid under number B66209693 (Hoja M-684467, Tomo 38485, Folio 105).

B&B HOTELS HUNGARY KFT, a limited liability company under Hungarian law, with its registered office at Fiastyúk utca 4-8 2. em., Budapest 1139 (Hungary), registered with the Companies Registry under no. 01-09-333861,

B&B HOTELS LJUBLJANA, TURIZEM IN HOTELIRSTVO, D.O.O., a limited liability company under Slovenian law, with registered office at Tabor 9, 1000 Ljubljana (Slovenia), registered in the Slovenian Commercial Register under no. 8292965000,

CBBHP - HOTELS IN PORTUGAL, S.A., a limited company incorporated under Portuguese law, with its registered office at Rua Vasco da Gama 5, parish of Moscovide and Portela, municipality of Loures 2685-244 Loures (Portugal), registered in the Lisbon Trade Register under no. 514 820 705.

B&B HOTELS DENMARK APS, a limited liability company under Danish law, with registered office at Gammel Kongevej 1, 1610 Copenhagen V (Denmark), registered in the Business Register under number 40380388

B&B HOTEL PRAGUE-CITY S.R.O, a limited liability company under Czech law, with its registered office at Karin, Prvniho pluku 674/29 - 186 00 Praha 8 (Czech Republic), registered in the Commercial Register under no. 247 82 173

B&B HOTELS NETHERLANDS B.V., a limited liability company under Dutch law, with registered office at Herikerbergweg 238, Luna ArenA-1101CM Amsterdam (the Netherlands), registered with the Dutch Chamber of Commerce under number 862421445

B&B HOTELS FLORIDA LLC, a limited liability company under the law of the State of Delaware, with its registered office at County of New Castle, DE 1901 (USA), registered in Business Register under number SR# 20233165164 - File Number 7605387, M23000010173

B&B HOTELS UK LIMITED a private limited company incorporated under the law of United Kingdom, with its registered office at 73 Cornhill, London (England), EC3V 3QQ, registered under no. 13984153

hereinafter referred to as "B&B HOTELS" or the "company".

B&B HOTELS provides its members with a customer service accessible by e-mail by sending a request via the [Contact Form](#).

2. Purpose and scope

B&B HOTELS offers a B&me loyalty programme to its customers via the hotel-bb.com website (hereinafter the "site") and its mobile application (hereinafter the "Application"), dedicated to booking hotel services.

Acceptance of these B&me conditions by creating an account on the "B&me" customer area implies the conclusion of an electronic contract concluded free of charge in order to join the B&me loyalty programme (hereinafter the "programme").

By creating a B&me account, members join the the B&me programme programme and accept these B&me conditions without reservation.

Members are expressly informed that these general terms and conditions do not govern:

use of the site, which is governed by the Site's General Terms and Conditions of Use, accessible [here](#) (insert the corresponding link);

(insert the corresponding link);

paid subscription to the B&me CLUB programme, reserved for members who have subscribed to the B&me programme, which is governed by the General Terms and Conditions accessible here (insert corresponding link);

3. Conditions of eligibility for the programme

To join the programme, members must be of legal age.

The programme applies only to consumers within the meaning of consumer law.

Consumer customer means any natural person who is acting for purposes which are outside the scope of his or her commercial, industrial, craft, liberal or agricultural activity.

B&B HOTELS reserves the right to carry out any verification to ensure the member's ability to participate in the programme.

4. Joining the programme

4.1. Programme registration

B&B HOTELS customers subscribe to the B&me programme free of charge:

by filling in a dedicated form on the www.hotel-bb.com website to create an account on the B&me customer area or on the B&B HOTELS mobile application, available in French, English, Spanish, Portuguese, German and Italian. when booking a room on the website website;

directly with the hotel.

The information that the member provides to B&B HOTELS when joining the programme must be complete, up to date, sincere and in no way misleading.

B&B HOTELS reserves the right to ask the member to confirm, by any appropriate means, his/her identity, eligibility and the information provided.

Members are hereby informed and accept that the information they enter when subscribing to the programme constitutes proof of their identity. The information entered by members is binding on them as soon as it has been validated.

Consequently, the member undertakes to update this information on his/her account so that it always corresponds to the aforementioned criteria or to inform B&B HOTELS of any changes made via the [Contact Form](#).

Membership is personal and only the member who has subscribed to the programme may benefit from it. Use of the programme by anyone other than the member is prohibited.

It is expressly stated that the programme is entirely paperless. Therefore, no physical medium (e.g. a loyalty card) will be given or sent to the Customer when they subscribe to the programme.

4.2. Acceptance of terms and conditions

The Customer undertakes to read these terms and conditions carefully before subscribing to the programme on the site and expressly accepts them by clicking on the button button to validate the creation of an account in the B&me customer area.

These B&me conditions are referenced at the bottom of each page of the site by means of a link and must be consulted before subscribing to the programme.

More specifically, members are invited to carefully read, download and print the general terms and conditions and to keep a copy.

5. The benefits of the programme

The B&me Programme allows customers to benefit from a number of advantages described on a dedicated page of the website in particular for bookings made on the site. The benefits of the B&me programme may vary from one country to another.

The benefits of the B&me Programme :

- are not transferable;
- are not refundable;
- cannot be combined with bookings made with a corporate code ;
- cannot be combined with discounts granted as part of the B&me CLUB loyalty programme;
- can only be used when bookings have been made on the Site and Application.

The Customer is expressly informed that the benefits offered in the B&me programme are subject to change. The Customer will be informed of any definitive termination of the B&me Programme by email.

6. Effective date and duration of the programme

The member benefits from the advantages of the programme from the date of subscription to the programme, for an indefinite period, subject to termination by one of the parties in particular in the event of failure to comply with the conditions of article 8 hereof.

7. Members' obligations

In subscribing to the programme, each member undertakes not to undermine public order, to comply with the laws and regulations in force and to respect the rights of third parties and the provisions of these B&me Conditions.

In particular, each member must :

- behave fairly towards B&B HOTELS ;
- be honest and sincere in the information provided to B&B HOTELS ;
- use the functions of the programme in accordance with its purpose as described in these General Terms and Conditions;
- not to divert the purpose of the programme to commit crimes, offences or contraventions punishable under the Criminal Code or any other law;
- respect the privacy of third parties and the confidentiality of exchanges ;
- respect the intellectual property rights of B&B HOTELS relating to the elements of the programme;
- not to modify the information put online by B&B HOTELS ;
- not to disseminate any data that would have the effect of reducing, disorganising, slowing down or interrupting the normal operation of the programme and the site.

8. Cancellation of the programme

8.1. Deregistration from the programme by the member

Members may request to be removed from the programme at any time directly from their member account or by sending a request via the [contact form](#).

B&B HOTELS will deregister from the programme as soon as possible and will send a confirmation e-mail.

Unsubscribing from the programme will result in deletion of the member's "B&me" digital account and the loss of all unused benefits linked to the programme, from the date of receipt of the request to unsubscribe.

8.2. Termination of the programme by B&B HOTELS

The programme may be cancelled by B&B HOTELS in the event of breach by the member of its obligations under these B&me conditions, which may result in particular

from fraudulent behaviour by the member or failure to comply with the conditions of eligibility for the programme set out in article 3 (lack of legal capacity, etc.).

9. Liability

B&B HOTELS may not be held liable if it demonstrates that the non-execution or poor execution of these B&me conditions is attributable either to the member, or to the act of a third party to the contract, or to a case of force majeure, as defined by German law and jurisprudence.

10. Changes to the loyalty programme

The present B&me conditions may be modified and updated by B&B HOTELS at any time, in particular to adapt to changes in legislation or regulations.

The general terms and conditions applicable are those in force at the time of browsing the site.

Members will be informed of any substantial changes by e-mail no later than thirty (30) days before the changes come into force.

11. Protection of personal data

B&B HOTELS collects and processes the personal data of its members in compliance with the regulations applicable to the protection of personal data, in particular Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 and the amended Data Protection Act.

Members have a right of access, modification, rectification, opposition, portability and limitation under the terms and conditions defined in its [Privacy Policy](#).

12. Intellectual property

The present conditions do not imply any transfer of property rights of any kind, in particular intellectual property rights, on the elements belonging to B&B HOTELS for the benefit of the member, who is in any case forbidden to take any action or carry out any act that may directly or indirectly infringe the intellectual property rights of B&B HOTELS.

In this respect, it is specified that the content of the site, the general structure as well as the brands, drawings, models, images, whether animated or not, texts, photographs, logos, graphic charters, software and programmes, search engines, databases, sounds, videos, domain names, design and all other elements making up the articles and the site or any other information appearing on it, without this list being exhaustive, are the exclusive property of B& B HOTELS or of partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised to them in accordance with the laws in force. B&B HOTELS or its partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised according to the laws in force.

Any reproduction and/or representation, in whole or in part, of any of these elements, without the express authorisation of B&B HOTELS, is prohibited and would constitute, in particular but not exclusively, an infringement punishable by the provisions of the Copyright Act and Trademark Act.

13. General provisions

If one of the clauses of these B&me conditions is considered unlawful or unenforceable by a court decision, the other provisions will remain in force.

The information provided by the hotels-bb.com site is deemed authentic between the parties. Elements such as the date and time of reception or transmission, as well as the quality of the data received, will be deemed authentic by priority as they appear on the

information systems of B&B HOTELS, unless the member provides written proof. The scope of proof of the information delivered by the information systems of B&B HOTELS is that which is granted to an original in the sense of a written paper document, signed by hand.

14. Litigation

The present B&me conditions will be executed and interpreted in accordance with German law. In the event of a dispute, the member will first contact the B&B HOTELS customer service department to obtain an amicable solution.

For any information or complaint, the B&B HOTELS customer service is at the member's disposal by e-mail by sending a request via the [Contact Form](#).

B&B HOTELS is neither willing nor obliged to participate in dispute resolution proceedings before a consumer arbitration board.