

General terms and conditions of use of the website and the B&B HOTELS mobile app

Updated on 03/27/2025

1. The company

The website is published by Casper BidCo, a simplified joint-stock company with a capital of 12,129,635.92 euros, registered in the Nanterre Trade and Companies Register under number 850 790 908, with its registered office at 29 boulevard Romain Rolland, 92100 Montrouge (France) (hereinafter referred to as “Casper BidCo” or “the Operator”).

2. Terminology

In these General Terms and Conditions of Use, the terms mentioned below have the following meanings:

Application: refers to the B&B HOTELS mobile application designed and published by Casper BidCo.

Hotel Company: refers to any B&B HOTELS hotel company or any hotel company authorized to use the “Inspired by B&B HOTELS” brand, which proposes offers to Users via the Site and the Application. The hotel company is a professional company.

Parties: in the plural, refers jointly to CASPER BIDCO and the User. In the singular, it refers to only one of the two Parties.

Platform: refers to the central online booking system on the Site and the Application.

Services: refers to the services offered by Casper BidCo on the website and the mobile application of the same name.

Site: refers to the Casper BidCo website, accessible at the address www.hotel-bb.com.

User: refers to any internet user who accesses or browses the Site and the Application, **whether a customer or a regular internet user with or without an account**. A registered User is a User who has created an account on the Site.

3. Purpose and description

These General Terms and Conditions of Use define the legal framework governing access to and use of the Site and the Application.

These General Terms and Conditions of Use are written in English and shall apply between Casper BidCo and any User who wishes to access the Site and the Application.

Casper BidCo acts as a technical provider.

These General Terms and Conditions of Use do not establish the guidelines for booking a stay, which is governed by the general terms and conditions of sale available **here**.

4. Entry into force and duration

These General Terms and Conditions of Use come into force on the date of their online publication and will be effective from the date of the first use of the Site and the download of the Application. They apply for the entire period of use of the Site and the Application and until new General Terms and Conditions of Use replace the current ones.

The User may cease to use the Site and the Application at any time but remains responsible for any previous use.

5. Access to the Site and the Application

Access to the Site and the Application is free. The Site and the Application are accessible 24 hours a day, 7 days a week.

Access to the Site

Casper BidCo is committed to providing quality access and allowing Users to use the communication means at their disposal under the best possible conditions.

Due to the nature and complexity of the Internet network, and in particular its technical performance and response times for viewing, querying, or transferring information data, Casper BidCo makes its best efforts to allow access to and use of the Site or the Application but cannot guarantee the absolute accessibility or availability of the Site.

However, Casper BidCo reserves the right, without prior notice or compensation, to temporarily or permanently close the Site, the Application, or access to one or more remote services, in particular to carry out updates, maintenance operations, modifications, or changes to operating methods, servers, and access times, all of which are by way of example and not exhaustive.

Casper BidCo is not responsible for damages of any kind that may result from such changes or from a temporary unavailability or permanent closure of all or part of the Site and the Application and/or the associated services.

Casper BidCo reserves the right to supplement or modify, at any time, the Site and/or the Services available on it in line with technological developments.

The User is required to ensure that the computer and transmission resources at their disposal can adapt to changes on the Site and the Application.

Access to the Application

Downloading the Application is free for the User. However, the costs for using remote communication, such as mobile data or internet connection fees, are the responsibility of the User, in accordance with the terms of their mobile plan and service provider.

Casper BidCo reserves the right to supplement or modify, at any time, the Application and the Services available on it in line with technological developments.

6. Creating an account

The User agrees not to create an account using another person's identity. They are solely responsible for the confidentiality of their access data (username and password), which allow them to use the account.

Any use of the User's account through their personal login and password is presumed to have been made by the User or by a third party authorized by the User, until the account in question is deactivated.

7. Services offered by the Site and the Application

General provisions

The Site and the Application allow the User, through a single online access point, to access their past and future bookings, to reserve a room in any of the hotels listed on the Site and the Application, as well as to provide opinions, feedback, and comments regarding their stay in the hotels listed on the Site and the Application.

All offers, booking conditions, and contracts relating to a hotel on the Site and the Application are proposed by and must be entered into with the local B&B HOTELS company, in accordance with the General Terms and Conditions of Sale applicable to bookings made at a B&B HOTELS hotel.

Where inconsistencies or ambiguities exist between the clauses of these Terms and Conditions of Use and the applicable General Terms and Conditions of Sale in relation to the subject matter, the clauses of the General Terms and Conditions of Sale shall prevail.

The Site and the Application also allow the User to subscribe to the B&B HOTELS Group's loyalty programs.

Classification of offers

From the Site and the Application, the User can access the various holiday offers of the Hotel Companies.

The offers of the Hotel Companies are automatically classified according to the following criteria:

When searching for a city or a point of interest, the hotels are sorted by distance from the searched location.

On the city pages, the order is established based on the various countries.

Finally, the offers are classified in order of price, with the cheapest always appearing first.

The classification can be changed at the User's discretion. The sorting function can be used to sort hotels based on different criteria, such as distance, cheapest price, or highest rating given by customers.

The filter function can be used to narrow the display of hotels based on the criteria set by the User, such as price range, available facilities and services, customer ratings, or the number of stars assigned to each hotel.

For a given search, hotels that meet the filters selected by the User appear in order of increasing distance, and the User can then filter for the best option based on price. The hotels are listed based on purchase history in a personalized manner, following the indications of an intelligent algorithm that takes into account the Customer's habits, prioritizing their tastes or Browse, to facilitate booking on the Site and the Application.

8. Advertising or promotions on the Site and the Application

Casper BidCo reserves the right to broadcast, free of charge or for a fee, advertising or promotional messages on the Site and the Application.

9. Hyperlinks

Casper BidCo reserves the right to insert hyperlinks on the Site and the Application that redirect to web pages other than those of the Site and the Application, and over which B&B HOTELS exercises no control.

Casper BidCo disclaims all responsibility for the conditions of access to third-party sites via hyperlinks, for their operation, for the use of Users' personal data, and for the content of the information provided on such third-party sites.

If the User has their own website and, for personal purposes, wishes to place a simple link on their site that leads directly to the home page of the Site or the Application, they must obtain the express authorization of Casper BidCo for the insertion of such a link.

In no case can this authorization be interpreted as an implicit affiliation agreement.

In any case, hyperlinks to the Site and the Application without authorization from Casper BidCo must be removed at the latter's first request.

10. Personal data

In accordance with the Regulations on the protection of personal data, Users are informed that personal data is processed on the Site and the Application.

To learn more about the processing of personal data and the scope of their rights, Users are requested to refer to the [Personal Data Protection Policy](#).

11. Cookies

To allow Users to benefit from the Services offered by the Site and the Application, such as their display, the optimization of their use, or their customization according to the User's needs, the Site and the Application use cookies.

To know our cookie policy, Users are requested to consult the [link](#).

12. Liability

General liability. Casper BidCo cannot be held responsible for:
the quality of the Site and the Application, as they are offered "as is";
breaches of computer security that could cause damage to Users' computer equipment and data;
breaches of Users' rights in general.

Liability for information on the Site and the Application

Casper BidCo will not be held responsible for any direct or indirect damage that may be caused by the download, use of, or access to the Site and the Application or the information contained therein, of any nature whatsoever.

Casper BidCo makes its best efforts to provide updated information on the Site and the Application. All information made available to those who access the Site and the Application was selected on a specific date.

The information appearing on the Site and the Application reflects an opinion at the time of its creation, not at the time of viewing the Site and the Application. An update may be necessary, which, for technical or other reasons, may not have occurred at the time of viewing.

Casper BidCo is not responsible for any errors or omissions in the information provided on the Site and the Application. Any updates, new services, or new features for the

improvement or enhancement of one or more existing information contents will be subject to these conditions.

Casper BidCo disclaims any responsibility regarding the adequacy of the decisions made by Users solely on the basis of the information published on the Site and the Application.

13. Online Reviews

Once the stay is over, the User will receive a form by email in which they can describe their experience. In this way, they can evaluate and describe what they enjoyed about their stay in one of the hotels listed on the B&B HOTELS site.

The review will then be published on the page of the hotel where they stayed.

For more details, Users are requested to consult the General Terms and Conditions of Customer Reviews, accessible here (insert corresponding link).

Users can also review their Browse experience on the Site and the Application. Reviews are collected via a pop-up window that invites the user to rate and comment on their Browse experience. The comments and ratings are stored in a tool and analyzed to improve the user's online experience. These reviews will not be published on the Site or the Application.

14. User Obligations

The User agrees to use the Site and the Application, as well as all the information to which they may have access, only for purposes that comply with public order, accepted standards of behavior, and the rights of third parties.

Users agree to provide accurate and up-to-date information, particularly when creating their account.

In case of non-compliance with the General Terms and Conditions of Use of the Site and the Application, Casper BidCo reserves the right to deactivate, automatically and without any compensation, the User's account after sending an email that has remained without effect for 30 days.

In case of fraud and/or obvious and significant violation by the User, the account will be deactivated ipso jure, without notice, formality, or compensation.

The User also agrees not to interfere with the use that other Users may make of the Site and the Application, and not to access parts of the Site and the Application whose access is reserved.

15. Intellectual property rights

In accordance with articles L. 111-1 et seq. of the French Intellectual Property Code, Casper BidCo holds the intellectual property rights to the Site and the Application, which constitute intellectual works.

Copyright

The general structure and contents of the Site and the Application, including texts, slogans, images, whether animated or not, photographs, logos, software, as well as any other element composing the Site and the Application, are the exclusive property of Casper BidCo or of third parties who have granted it a license.

Any reproduction, representation, use, or modification, by any process and means, of all or part of the Site and the Application and of all or part of the various works that compose it, without the express authorization of Casper BidCo, is strictly prohibited; such violations are punishable by civil and criminal liability for the offender.

These General Terms and Conditions of Use do not imply any transfer, of any kind, for the benefit of the User, of the intellectual property rights on the elements belonging to Casper BidCo, nor on the elements of third parties who have granted it a license.

Therefore, the User undertakes not to take any action or act that may violate, directly or indirectly, the intellectual property rights of Casper BidCo, and, in particular, not to modify, copy, reproduce, download, disseminate, transmit, use and/or distribute for commercial purposes, in any way, the pages of the Site and the Application, or the software codes of the elements that make up the Site and the Application.

Trademark Law

The distinctive signs of Casper BidCo and its partners, such as domain names, trademarks, names, and logos appearing on the Site and the Application, are protected by the Intellectual Property Code. Any total or partial reproduction of these distinctive signs, made from elements of the Site and the Application without the express authorization of Casper BidCo, is therefore prohibited under the French Intellectual Property Code.

The Site and the Application may only be used in accordance with their intended purpose. Any other use not expressly authorized in advance in writing by Casper BidCo is prohibited and constitutes a violation.

16. User service

Any questions or complaints regarding the use of the Site, the Application, and the Services offered may be submitted as follows:

by email to: grp-digital@hotelbb.com;
by post to: Casper BidCo, 29 boulevard Romain Rolland – 92120 Montrouge (France).

17. Tolerance

The Parties mutually agree that the fact that one Party tolerates a situation, regardless of its frequency and duration, does not result in the granting of acquired rights to the other Party, nor in the modification of the current General Terms and Conditions of Use.

Furthermore, such tolerance cannot be interpreted as a waiver of the rights in question.

18. Titles

In case of interpretation difficulties arising from a contradiction between any of the titles appearing at the beginning of the clauses and the clause itself, the titles will be considered non-existent.

19. Nullity

Should one or more clauses of these General Terms and Conditions of Use be deemed invalid or declared as such pursuant to a law or regulation, or following a final decision of a competent court, the other provisions will retain their full force and scope.

20. Applicable law and competent court

These General Terms and Conditions of Use of the Site and the Application are governed by French law.

The above applies for both substantive and procedural rules, regardless of the place where the substantive or ancillary obligations are fulfilled.

In case of a dispute between the Operator and a User regarding the interpretation, execution, or termination of these Terms and Conditions, the Parties should strive to resolve the dispute amicably.

In this case, the User is requested to first contact the Operator's mediation service via the complaint form provided for this purpose:

<https://www.hotel-bb.com/en/contact-support/contact-form/italy>

In case of non-agreement, an optional mediation procedure may be proposed, which will be conducted in a spirit of fairness and good faith in order to reach an amicable agreement in case of any disputes relating to this contract, including those concerning its validity.

Pursuant to article L. 616-1 of the Consumer Code, the Operator will communicate to the consumer the contact details of the consumer mediator with whom it is associated. The consumer can then contact the Mediator for Tourism and Travel, whose contact details are listed below:

Postal address for reports: MTV Médiation Tourisme et Voyage BP 80303 –
75823 PARIS CEDEX 17

E-mail: info@mtv.travel

For information: <http://www.mtv.travel>

The Mediator for Tourism and Travel can be contacted within twelve (12) months of the first complaint.

The Party wishing to initiate the mediation procedure must first inform the other Party by registered letter with acknowledgment of receipt, indicating the elements of the dispute.

Since mediation is not mandatory, the consumer or the Operator may withdraw from the procedure at any time.

IN THE EVENT THAT MEDIATION FAILS OR IS NOT ENVISAGED, ANY DISPUTE THAT GAVE RISE TO THE MEDIATION WILL BE REFERRED TO THE COMPETENT COURT.

REGARDING PROFESSIONAL USERS, THE DISPUTE MAY BE SUBMITTED TO THE COURTS OF THE JURISDICTION OF THE COURT OF APPEAL OF PARIS TO WHICH JURISDICTION TO RESOLVE THE DISPUTE HAS BEEN EXPRESSLY ATTRIBUTED.