

Terms of Use B&B HOTELS Denmark - Customer Reviews

Terms of Service - Customer Reviews

Terms of Service updated 02/22/2024.

B&B HOTELS would like to thank all the customers who, through their feedback, contribute to the continuous improvement of the services offered in the hotels of the B&B HOTELS network.

Please read these Terms of Service (the "Terms of Service") for the customer review service carefully.

In Denmark, the hotels of the B&B HOTELS network are operated by:

B&B HOTELS DENMARK APS, a limited liability company under the law of Denmark, with its registered office at Christians Brygge 28, 1. Th., 1559 Copenhagen V (Denmark), registered in the Danish Business Register under CVR no. 40380388

(hereafter "B&B HOTELS" or "we").

B&B HOTELS gives its customers the opportunity to leave a review following their stay through a customer satisfaction questionnaire. The customer receives a link to the

satisfaction questionnaire generated by their specialized service provider on the e-mail address they provided when making their reservation.

These Terms of Service define the legal framework governing customer reviews and their use. Access to the customer review service and its use are subject to acceptance of these Terms of Service.

We may modify these Terms of Service at any time by posting a new version of the Terms of Service of the customer review service on the B&B HOTELS website (hereinafter the "B&B HOTELS Website"). You are invited to consult the conditions of use regularly in order to be aware of the modifications made. If you do not agree with the changes, please stop using the customer review service.

B&B HOTELS reserves the right to modify, suspend or cancel, at any time, for any reason, the customer review service.

By accessing or using this service, you agree to be bound by and to submit to these Terms of Service as well as their modifications in force at the time of your connection.

The customer review service is offered to customers of all B&B HOTELS located in Denmark. These Terms of Service specify the liabilities of the user customers (hereafter the "User(s)"), in accordance with the legislation in force, in order to allow for an appropriate and optimal use of the customer review service.

1. Customer Reviews - Overview

B&B HOTELS offers its customers the possibility of issuing opinions and of communicating with the hotels located in Denmark in which they have stayed. The customer review service includes the possibility, following a stay, of issuing an opinion on a hotel to which the hotelier has the possibility of responding. This service does not include the provision of internet access, the provision of a mailbox, nor the hosting of webpages.

Except in the instance of an unforeseen technical issue, access to the customer review service is available 24 hours a day.

2. Customer Reviews - Details

2.1 User's obligations

B&B HOTELS establishes principles and rules for the collection, moderation and restitution of reviews with which Users must comply so that their reviews can be accepted and published.

By writing and submitting, the User certifies that the review reflects the lived experience of their stay and their authentic point of view of the concerned hotel in the review, that they are not tied personally or professionally to the hotel and that they have not received any compensation, financial or otherwise, from the hotel to write the review.

The User's opinion is understood to be the expression of their opinion on their consumer experience through any quantitative or qualitative element of appreciation.

By using the customer review service, the User acknowledges that they:

have the legal capacity to abide by these Terms of Service; and that they are over the age of 18 or have reached the age of majority in force in the country where they reside or of which they are a citizen.

All customers who have booked and then stayed in one of the B&B HOTELS located in Denmark have the possibility of issuing an opinion and obtaining a comment in return from the hotelier.

The User recognizes that they are fully informed that the opinions that they submit must correspond to a personal experience of a stay and are susceptible to being published on the B&B HOTELS Website as well as on any other electronic communication medium belonging to or exploited in the name and on behalf of B&B HOTELS, so that the opinions must be free of rights of diffusion and reuse, the fact of issuing a notice entails, if applicable, the non-exclusive, free, transferable and worldwide cession to B&B HOTELS or its agents of all the rights of reproduction, representation, adaptation, translation and distribution for the entire duration of the protection of the intellectual property rights.

When publishing customer reviews and hotelier responses on the B&B HOTELS Website, the identity of the customer will remain anonymous. Only the first name and surname initial will be displayed, following the format of "Martin D".

2.2 Collection of reviews by B&B HOTELS

The submission of a review by a User will not engender any compensation, financial or otherwise, from B&B Hotels in exchange for the submission of said review.

In order to submit a customer review, the User will receive an invitation to submit a review, including a link to the satisfaction questionnaire to be filled out, by e-mail to the personal e-mail address provided at the time of reservation, a few hours after leaving the hotel.

In order to display recent and relevant reviews, the link inviting the User to submit their review can only be used in a limited period of 30 days. After this period, the User will no longer be able to compose a review via the customer review service.

2.3 Moderation of reviews

Customer reviews are subject to automatic moderation tools. B&B Hotels reserves the right to not publish or to remove definitively and without notice, reviews that would violate the rules of these Terms of Service. This possibility does not exclude the possibility for B&B HOTELS to suspend or cancel access to the customer review service provided for in the article “suspension/termination of access to the customer review service” appearing below.

As the moderation is not able to detect all illicit content and in particular content

infringing the rights of third parties, the User must indemnify B&B Hotels from and against any suit or claim following the publication of reviews which would prove to be illicit.

The customer review service should not be used or considered a social network or dating platform. In that sense, any exchange or attempt to exchange contact information will be considered contrary to the rules of use outlined below and forming an integral part of these Terms of Service.

As part of the standardization process of our customer reviews (a posteriori moderation or follow-up surveys) B&B HOTELS reserves the right to contact the User by email to verify the authenticity of the review.

2.4 Rules of use

Each User is legally responsible for the use they make of their access to the customer review service. Any access made with the name and email of a User, via the invitation sent to them after their stay, is deemed to have been made by the User in question corresponding to that stay, as a B&B HOTELS customer and under the sole liability of that User. With regard to the use of the access to the customer review service, the User is prohibited from usurping, using, transmitting or collecting any personal data and in particular any data that is prohibited, illegal, unlawful contrary to morality or public order and infringing or likely to infringe on the rights of third parties, intellectual property rights included.

More generally, the User agrees to respect the regulations in force relating to the following, without this list being exhaustive:

- the privacy of individuals,
- intellectual and industrial property,
- the protection of personal data,
- compliance with the rules of public order concerning the content of online information, the secrecy of correspondence and the prohibition on intercepting electronic communications sent over the internet.

As the customer review service is exclusively intended for the publication of User reviews regarding their stays in a participating B&B Hotel, the User also, in the context of their use, agrees:

- to make strictly personal use of their access to the customer review service and not to disclose it to a third party for any purpose (personal or commercial purposes or to generate unsolicited emails such as spam),
- to not disseminate any comments, images or URLs linking to websites offering content that would be particularly offensive, denigrating, defamatory, racist, xenophobic, encouraging pornography, pedophilia, suicide, discrimination, hate on the basis of a person's origin or their membership or non-membership of a particular ethnicity, nationality, race or religion, to the commission of crimes or offenses, acts of terrorism, or condoning war crimes or crimes against humanity,
- to not commit crimes and acts of piracy that violate the rights of others and the safety of persons and, in particular, to not harass, stalk or threaten anyone,
- to not transmit or use malicious software (trojans, spyware, viruses) or any other program harmful or destructive to the customer review service or the data of other Users,
- to not use the customer review service to advertise, in particular for the benefit of an advertiser, a service provider, a product manufacturer, a competitor, or a brand,
- to not communicate email addresses or telephone numbers, nor to create hyperlinks to other internet sites or service platforms,
- to not use the customer review service fraudulently, abusively or excessively, notably by voluntarily or involuntarily effecting the congestion of the service by indiscriminate direct mail advertising (spamming, bulk email, junk email, mail bombing) or by the sending of teasing or trolling messages that generate an

excessive number of responses that could disrupt the availability of the customer review service,
to not reproduce, represent, make available, or communicate works or objects protected by a copyright or a related right without the authorization of the holders of those rights,
to not proceed with the reproduction, provision or resale in any form whatsoever of all or part of the content of the customer review service. Such actions will be considered an infringement of the intellectual property rights of B&B HOTELS.

In order to guarantee the authenticity of the reviews available on the customer review service, the User also agrees not to intentionally carry out activities that could have the following consequences:

hiding their true identity,
connecting or attempting to connect to the customer review service without permission,
collecting data from another natural or legal person,
impersonating another natural or legal person,
appropriating the access of another User,
altering, modifying or accessing data or information belonging to other Users of the customer review service,
disrupting, restricting, slowing down, disorganizing, preventing or interrupting the normal operation of the customer review service,
modifying or destroying all or part of the information available on the customer review service.

B&B HOTELS reserves the right to delete a review that does not respect these commitments.

2.5 Grounds for rejecting a review

B&B HOTELS reserves the right to reject the opinion transmitted through the customer review service by a User in the following cases:

if the content is illegal;

if the reviews administrator believes that civil or criminal liability may be incurred;

if the “textual” content contains abusive language or profanity;

if the elements relating to the identity of the author contain abusive language or profanity;

if the textual content contains random characters or sequences of words without any meaning;

if the content is unrelated to that of being a customer review;

if the contents of the review contain specific elements that raise a conflict of interest;

if the textual content is poorly written to the point of being unintelligible;

if a user makes an inappropriate comment about other content or its author;

if the textual content intended for publication contains personal information, such as the name or surname of individuals who are not public persons, a telephone number, a specific physical address or an email address;

if the textual content includes a credit card number, social security number, bank account number or any other information that can result in identity theft;

if the textual content indicates that the User did not complete its consumer experience;

if the textual content includes a legal call to action;

if the content mentions websites, hyperlinks, URLs, email addresses or telephone numbers, including those of the customer;

if the textual content is clearly spam;

if the descriptive elements of the consumer experience are missing, and hence, that the review has no informative value for other potential consumers;

if the main comment of the review does not contain any title or textual content.

In the event of rejection of a review, B&B HOTELS informs the author of the review of the reasons for its rejection.

2.6 Publication and reproduction of reviews

Reviews, both positive and negative, concerning a hotel will be displayed on its dedicated page on the B&B HOTELS Website and mobile applications no later than 72 hours after the review has been submitted.

Reviews will be saved on the B&B HOTELS Website and mobile applications for a period of 24 months after their publication. Comments are displayed by default from most recent to least recent.

An overall score is displayed for each review. It corresponds to the score entered by the User regarding the question about the stay in its entirety (Overall Score).

The hotel's overall rating (Global Score) includes all the ratings of customers who have completed the satisfaction questionnaire and includes the ratings of reviews made without a title or without textual content in the main comment. It is calculated using a special algorithm to rate a hotel. The most recent customer reviews are given a greater weight. The calculation is based on data regarding the relevant hotel from the last 24 months. This overall rating displayed is the actual rating. The score will be displayed in the following intervals:

- a score of 3 or 3.1 or 3.2/5 will be displayed as 3/5
- a score of 3.3 or 3.4 or 3.5/5 will be displayed as 3.5/5
- a score of 3.6 or 3.7/5 will be displayed as 3.5/5
- a score of 3.8 or 3.9 or 4/5 will be displayed as 4/5

2.7 Reporting abuse on a review and unpublishing

A User or customer may report abuse of a review published on the B&B HOTELS Website if they consider its content to be abusive.

Customers or Users have the opportunity to request the modification/deletion of their review or that of a third party by requesting such through the dedicated link accompanying each review.

All changes or replacement of reviews lead to a new moderation process.

At the request of a hotelier, a review may be unpublished if it does not comply with these Terms of Service. In all of these cases, the author of the review will be notified.

3. Commitment and responsibility of B&B HOTELS

B&B HOTELS points out that the internet is not a secure network. Hence, it is contingent upon the User to take all appropriate measures to protect their own data and/or software from contamination by possible viruses circulating on the internet or the intrusion of a third party in their computer equipment for any purpose whatsoever, and to put the usual safeguards in place on their equipment.

B&B HOTELS implements the means at its disposal to ensure access to the customer review service, but it cannot guarantee its speed, which depends in particular on the number of connected Users.

B&B HOTELS is not responsible for content accessible via the internet and for any damage that may arise from its use.

B&B HOTELS cannot be held responsible for the use of data or information that the User may have entered on the internet through the customer review service.

B&B HOTELS declines all responsibility for the consequences of fraudulent, abusive or excessive use of the customer review service such as its voluntary or involuntary congestion or the sending to the User of e-mails or uncontrolled mailings by means of information which may have been collected by a third party from the customer review service.

By making the customer review service available to Users, B&B HOTELS acts as a host, and BB HOTELS has implemented moderation tools and guidelines to the best of its ability to prevent content prohibited under Danish law and these Terms of Service to be published. As such, B&B HOTELS cannot be held liable for the information published and stored at the request from Users if i) B&B HOTELS was not actually aware of their manifestly unlawful nature or of the facts and circumstances giving rise to this character and ii) if B&B HOTELS acted promptly to withdraw these data or make access to it impossible after becoming aware of such.

The reporting of abuse is handled as follows:

1. The abuse report returns the review to moderation (but does not necessarily

guarantee it will be withdrawn from publication after the moderation proceedings).

2. The review or the response is studied by our moderation services and may be the object of an additional follow-up.

3. The author of the report may be contacted in this context while the moderation is carried out. During this period, the review or response still appears as published unless the content constitutes a clear violation of these Terms of Service.

4. The review or response will be removed if it violates these Terms of Services or any applicable law or regulation.

B&B HOTELS cannot be held liable by the User of the customer review service in the event of:

- incorrect installation and/or misconfiguration and/or malfunctions of the User's equipment,
- misuse of the customer review service,
- inability to access the customer review service,
- disturbances, interruptions and/or total or partial unavailability of the customer review service,
- force majeure.

In no event will B&B HOTELS be liable for the direct and/or indirect damages, material and/or immaterial, suffered by the User and/or third parties due to their use of the customer review service or the content hereon, unless the damages have been caused by B&B HOTELS intentionally or by gross negligence. B&B HOTELS shall be liable without limitation for damages for which B&B HOTELS is responsible arising from injury to life, body or health.

4. Liability of the User

The User is liable for any direct and indirect damage, material or immaterial, to any person or entity that they cause as a result of the use of the customer review service.

5. Suspension/termination of access to the customer reviews service

B&B HOTELS reserves the right to suspend or terminate access to the customer review service at any time, in particular in the event of a breach by the User of one of its obligations, the rules of use and especially in the event of hacking, illicit use, or the dissemination of messages contrary to public order or morality originating or caused by the User's account, without B&B HOTELS being held liable and without the User being able to claim any compensation or reparation.

In addition, B&B HOTELS, at the request of third parties or any relevant authorities, reserves the right to suspend or terminate a User's access to the customer review service without its liability being invoked and without the User being entitled to claim any compensation or reparation.

6. Cookies

The User is informed that when using the customer review service, information relating to the navigation of their terminal (computer, tablet, smartphone, etc.) is likely to be

saved in "cookie" files installed on their terminal, subject to the choices they have made regarding cookies by setting their browser software. For more details on how we use cookies, see our cookies policy available at: <https://www.hotel-bb.com/en/cookies-policy>.

7. Confidentiality

When you access and use the customer review service, we collect and process, to the extent permitted by law, the personal data you provide to us (your name, date of birth, email address, booking details, etc.) or that are generated as a result of your access to the customer review service and its use. For more details on how we collect and process your personal data, see our privacy notice, available at:

<https://www.hotel-bb.com/en/national-data-protection-information/denmark>.

8. Applicable law and dispute resolution

THESE GENERAL TERMS AND CONDITIONS AND ANY RELATIONS BETWEEN THE CUSTOMER AND B&B HOTELS ARE SUBJECT TO DANISH LAW, WITH REGARD TO THE HOTELS LOCATED IN DENMARK, SUBJECT TO A MANDATORY PROTECTIVE PROVISION.

Prior to any legal proceedings, the User is invited to contact B&B HOTELS customer service and, if necessary, to conduct an optional mediation procedure. B&B HOTELS customer service can be contacted:

By letter: B&B HOTELS DENMARK APS, Christians Brygge 28, 1. Th., 1559
Copenhagen V (Denmark)
By e-mail: kontakt@hotelbb.de

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

9. Sanction

The User who contravenes the previously defined rules is liable to the suspension of its access to the customer review service as well as to the legal proceedings provided for by the laws and regulations in force.

10. Entry into force

The present Terms of Service for the customer review service are applicable and considered as accepted by the User upon validation of the notice by the User (by ticking the box before submitting a review).