

Terms of Use B&B HOTELS Portugal - Customer Reviews

Last update: 27.01.2025

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

Please read these Terms of Service (the "Terms of Service") for the Customer Review Service carefully.

In Portugal, the hotels in the B&B HOTELS network are operated by the following companies:

CBBHP-Hotels in Portugal, S.A. (514820705), com domicílio social na Rua Vasco de Gama, n.5, 2685-244 Portela.

B&B HOTELS offers 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 specialist service provider at the email address they provided when making their reservation.

These terms of use define the legal framework governing customer reviews and their use. Access to customer reviews and their use is subject to acceptance of these terms of use.

We may modify these terms of use at any time by posting a new version of the terms of use of the customer review service on the B&B HOTELS website (hereinafter the "B&B HOTELS Website"). The user is invited to consult the conditions of use regularly in order to be aware of the modifications made. We will post the most current version of these

Terms of Use on the website and indicate the date of the last update at the top of this page to reflect the date of the changes. Therefore, whenever you wish to access or use this customer review service, you should read the Terms of Use. 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, the user agrees to be bound by and submit to these terms of use, as well as their modifications in force in force at the time of access or use.

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

1. Client Reviews Service Overview

B&B HOTELS offers its customers the possibility of issuing opinions and of communicating with the hotels located in Portugal 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 hotel management 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 event of an unforeseen technical issue, access to the "Customer Reviews" application is available 24 hours a day.

2. Customer Reviews Service Overview

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 a review, the User certifies that it 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 this review.

The User's opinion is understood as 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 Use; and that they are over the age of 18 or have reached the age of majority in force in the country in which they reside or of which they are a citizen.

All customers who have booked and stayed at one of the B&B HOTELS located in Portugal have the possibility of issuing an opinion and obtaining a comment in return from the hotel management.

The User recognizes that they are fully informed that the opinions 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 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 rights of reproduction, representation, adaptation, translation and distribution for the entire duration of protection of intellectual property rights.

When publishing customer reviews and hotel management responses on the B&B Hotels website, the identity of the customer will remain anonymous. Only the first name and the initial of the surname will be displayed, following the format of "José S".

2.2 Collection of reviews by B&B HOTELS

The submission of a review by a customer does 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 present recent and relevant reviews, the link inviting the customer to submit their review can only be used for a limited period of 30 days. After this period, the customer will no longer be able to write a review via the "Customer Reviews" application.

2.3 Moderation of reviews

Customer reviews are subject to automatic moderation tools. B&B HOTELS reserves the right not to publish or to remove definitively without prior notice, any reviews that would violate the rules of these Terms of Use. This possibility does not exclude the possibility for B&B HOTELS to suspend or cancel access to the customer review service, as set out in the "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 Users must indemnify B&B Hotels from and

against any suit or claims following the publication of reviews which would prove to be illicit.

This 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 which form an integral part of these Terms of Use.

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

B&B HOTELS provides Users with a link, on its digital platforms, allowing them to report a review. The "report a review" link is located on the review in question or through the contact form on our website (section 5).

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 e-mail 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 responsibility of that User. With regard to the use of their access to the "Customer Reviews" application, 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 comply with the regulations in force regarding 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 application is exclusively intended for the publication of User reviews regarding
their stays in a B&B Hotel participating hotel, the User also, in the context of their use,
agrees:

to make strictly personal use of their access to the "Customer Reviews"
application and not to disclose it to a third party for any purpose (for personal or
commercial purposes or to generate unsolicited emails such as spam),
to not disseminate 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, not to 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 Reviews" application or the data
of other Users,
to not use the "Customer Reviews" application 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 Reviews" application fraudulently, abusively or
excessively, notably by voluntarily or involuntary 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 Reviews" application,

to not reproduce, represent, make available, or communicate works or objects protected by copyright or related rights without the authorization of the holders of those rights,
not proceed with the reproduction, provision or resale in any form whatsoever of all or part of the content of the customer review service. The use of such methods 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 Reviews” application, 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 Reviews" application 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 Reviews” application,
disrupting, restricting, slowing down, disorganizing, preventing or interrupting the normal operation of the “Customer Reviews” application,
modifying or destroying all or part of the information available on the “Customer Reviews” application.

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

2.5 Reasons for rejecting a review

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

if the content of the notice is illegal;
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 the topic in question;
- if the content of the review contains 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 likely to result in identity theft;
- if the textual content indicates that the User did not complete their 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 not informed;
- 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 by all means the author of the review of the reasons for its rejection.

Publication and reproduction of reviews

Reviews concerning a hotel will be displayed on its dedicated page on the B&B HOTELS Website and mobile applications within a maximum period of 72 hours after the review has been submitted.

Reviews will be stored on the B&B HOTELS Website and mobile applications for a period of 24 months after 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 for the question about the stay in its entirety (Overall Score). The hotel's overall rating (Overall

Score) includes all the ratings of customers who have completed the satisfaction questionnaire, and includes the ratings of reviews 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 from the last 24 months from all sources. This overall rating displayed is the actual rating. It is visualized by circles:

Examples:

- 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 Site if they consider its content to be false or 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 replacements of ratings lead to a new moderation process.

At the request of the hotel management, a particular review may be unpublished if it does not comply with these terms of use. In all of these cases, the author of the review will be notified of the reasons.

3. Commitment and responsibility of B&B HOTELS

B&B HOTELS points out that the Internet is not a secure network. In such circumstances, 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.

To the maximum extent permitted by applicable law, B&B HOTELS is not responsible for content accessible via the Internet and for any damage that may arise from its use.

To the maximum extent permitted by applicable law, 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.

To the maximum extent permitted by applicable law, 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 will have 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 exclusively as an intermediary provider of storage services. As such, and under article 16 of Decree-Law no.º 7/2004 of 7 January 2004, on information society services, B&B HOTELS cannot be held liable for information stored at the request of Users that if B&B HOTELS was not actually aware of their manifestly unlawful nature or of the facts and circumstances giving rise to this character or if, from the moment B&B HOTELS became aware of them, B&B HOTELS acted promptly to withdraw these data or make access to it impossible.

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 during the period in which the moderation is carried out. During this period, the review or response still appears in publication.
4. The review or response will be removed if it violates these terms of use or any applicable law or regulation.

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

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

To the maximum extent permitted by applicable law, in no event will B&B Hotels be liable to repair 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 Reviews" application.

4. Liability of the User

The User is solely liable for any direct or indirect damage, material or immaterial, to any person that they cause as a result of the use of this application.

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, particularly in the event of a breach by the User of one of his 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 originated 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 competent authorities, reserves the right to suspend or terminate a User's access to the "Customer Reviews" application, 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.

7. Data Protection

When you access and use the "Customer Reviews" application, we collect and process, to the extent permitted by law, the personal data that 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 Reviews" application. For more information on how we collect and process your personal data, please see our [Privacy Policy](#) available.

8. Competent courts and applicable law

THESE GENERAL TERMS AND CONDITIONS AND ALL RELATIONS BETWEEN THE CLIENT AND B&B HOTELS ARE SUBJECT TO PORTUGUESE LAW, WITH REGARD TO HOTELS LOCATED IN PORTUGAL, UNLESS ANY MANDATORY LEGAL PROVISION APPLIES.

Prior to any recourse to the arbitration or the courts, the customer is invited to contact B&B HOTELS customer service and, if necessary, to carry out an optional mediation procedure. B&B HOTELS customer service can be contacted:

· By post: B&B HOTELS, Serviço de Relações com os Clientes - Rua Vasco da Gama 5, freguesia de Moscavide e Portela, concelho de Loures 2685-244 Loures (Portugal).

- By email: [Contact form](#)

1. Centro de Arbitragem de Conflitos de Consumo do Distrito de Coimbra Tel.: 239821690. E-mail: geral@cacrc.pt;
2. Centro de Arbitragem de Conflitos de Consumo de Lisboa Tel.: 218807030. E-mail: juridico@centroarbitragemlisboa.pt;
3. Centro de Informação de Consumo e Arbitragem do Porto Tel.: 225508349; E-mail: cicap@cicap.pt;
4. Centro de Arbitragem de Conflitos de Consumo do Vale do Ave/Tribunal Arbitral Tel.: 253422410; E-mail: geral@triave.pt;

For more information see the [Consumer Portal](#)

If there are no alternative dispute resolution entity(ies) or the existing one(s) do not consider themselves competent due to the value of the dispute, the consumer can resort to the National Center for Information and Arbitration of Consumer Conflicts, located in Lisbon, with the email address: geral@cniacc.pt and available on the website <https://www.cniacc.pt/pt/>.

9. Sanction

The User who contravenes the previously defined rules is liable to the suspension of their access to the "Customer Reviews" application 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 Reviews" application are applicable and considered as accepted by the User upon validation of the notice by the User.