

Terms of Use B&B HOTELS Spain - Customer Reviews

Last update: 01.01.2025

The B&B HOTELS hotel network (hereinafter "**B&B HOTELS**") would like to thank all users who, through their comments, contribute to the continuous improvement of the welcome and services offered in B&B HOTELS.

Please read these Terms of Use (the "**Terms of Use**") of the user reviews service (hereinafter the "**User Reviews Service**") carefully before using this service that B&B HOTELS makes available to you. By using this service, you agree to comply with and abide by these Terms of Use.

B&B HOTELS reserves the right to modify these Terms of Use at any time by posting a new version of the User Review Service Terms of Use on the B&B HOTELS website (hereinafter the "**B&B HOTELS Website**") including to temporarily interrupt or suspend this User Review Service. We invite you to regularly consult the Terms of Use to be aware of the modifications made. If you do not agree with the modifications, or do not comply with the obligations contained therein, please do not use the User Review Service.

In Spain, B&B HOTELS are operated by the company B&B HOSPITALITY ESPAÑA, S.L., a company registered in the Mercantile Registry of Madrid, with Tax Identification Number B-66209693, and its registered office is located at C/ LUIS PASTEUR S/N - (B&B HOTEL MADRID AEROPUERTO T4), SAN SEBASTIÁN DE LOS REYES 28703-MADRID;

In Spain, B&B HOTELS are those listed [on the chain's website](#), either directly managed by the chain or managed by companies authorized to use the "**B&B HOTELS**" and "Inspired by B&B HOTELS" brand.

Our User Review Service is offered to all users of all B&B HOTELS located in Spain through the application subject to these Terms of Use and will be available both on our website and on our mobile application (hereinafter the "**User Review Application**"). These Terms of Use specify the responsibilities of user customers (hereinafter, the "**User(s)**") in accordance with current legislation, in order to allow proper and optimal use of the User Reviews Application.

1. Description of the User Review Service

B&B HOTELS offers its users the ability to issue reviews of any kind, positive and negative assessment and to communicate with the hotels located in Spain in which they have stayed. B&B HOTELS reserves the right to respond to each of these reviews of opinion. The User may review or comment on their experience related to the accommodation, providing their personal opinion about the service provided.

Barring an unforeseen technical problem, access to the User Reviews Application will be available 24 hours a day. This service does not include the provision of Internet access, the provision of an e-mail box, or the hosting of web pages.

1.1 User Obligations

The User, in order to participate in this service, must identify himself/herself in the My Account section of our website located at the e-mail address

<https://www.hotel-bb.com/es>.

Shall be entitled to enter a review or comment of those users who, once registered, have actually used, purchased or enjoyed a product or service provided by B&B HOTELS.

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

- has the legal capacity to comply with these Terms of Service;
- and that he/she is over 18 years of age or has reached the age of majority in the country in which he/she resides or of which he/she is a citizen.

All users who have booked and then have stayed in one of the B&B HOTELS located in Spain have the possibility to issue a positive or negative opinion and B&B HOTELS may at any time, respond to a comment or review posted by a user.

In general, Users may publish through access to the User Reviews Application, their opinions, comments, ratings, questions or suggestions for improvement, about their experience or assessment of the services that B&B HOTELS has offered, their comments, provided that the content of the same is not illegal, obscene or abusive, infringes any intellectual or industrial property rights, or is offensive, abusive or objectionable to third parties. They may not contain advertising content, or "**spam**".

For a review or comment to be published, it must comply with the rules of these Terms of Use. The User must proceed to publish their opinions, comments or evaluations, always under their real identity, not being allowed any kind of impersonation of a natural or legal person, or use false e-mail addresses, or provide data, information and / or personal data of third parties. In case of including personal data of third parties in the review, the User assumes in any case the responsibility for any infringement of the data protection rights of third parties.

Also, B&B HOTELS offers through this service to its Users the possibility to leave a review after their stay through the completion of a satisfaction survey. The User in this

case will receive a link to a satisfaction survey generated by our specialized service provider, in the email address you provided when making your reservation to proceed if it is your interest to perform the suggested satisfaction survey.

The User's review is understood as the expression of his opinion, positive or negative, about his experience as a consumer through any quantitative or qualitative element of appreciation. The User guarantees, (i) that each review responds to the User's experience during his stay and responds to his authentic point of view about the services provided and his experience as a user of our establishments, (ii) that he is not personally or professionally linked to the hotel and (iii) that he has not received any compensation, financial or otherwise, neither from B&B HOTELS nor from third parties.

The insertion of reviews as a disguised commercial practice is prohibited and will not be admitted or published.

Likewise, reviews that have been commissioned to a natural or legal person to include false or distorted reviews, comments or assessments in our system as a User are prohibited.

The User acknowledges being fully informed that the reviews that are recorded in our system, are likely to be published on the website of B&B HOTELS, as well as in any other electronic media owned or operated in the name and on behalf of B&B HOTELS, so the reviews must be free of rights of dissemination and reproduction,

Likewise, if the User publishes opinions or comments on our service (including images, videos, or audio, collectively understood as "content"), the User grants B&B HOTELS or its agents, (i) a non-exclusive and free license to use, reproduce, publish, make available, translate and modify its content worldwide (including the right to sublicense those rights to third parties).

B&B HOTELS is a guarantor of privacy and the right to data protection and confidentiality of Users, so that the publication of the review will not involve the publication of the User's personal data, the publication will be anonymous to third parties, publishing only the name and the initial letter of the surname, following the following format: "Martin. D."

For more details on Terms and Conditions of Use of the www.hotelbb.com website and B&B HOTELS mobile applications, [click here](#).

1.2 Compilation of B&B HOTELS reviews

The sending of reviews or opinions through our system by a User shall not generate any type of economic consideration or financial or other type of compensation in favour of the User.

In order to show recent and relevant reviews, B&B HOTELS will promote through its system, the publication of reviews, authorizing the user to send a link to your email address contact, which will invite the user to submit your review. This link will have a 3 expiration period of thirty (30) days. After this period, the customer will no longer be able to write a review through the User Reviews Application.

1.3 Moderation of reviews

B&B HOTELS reserves the right to establish in its system different control mechanisms and moderation of opinions and comments, in order to verify for example compliance with the obligations and standards set out in these Terms of Use, reserving the right to validate any content, and / or remove it if it violates these Terms of Use or the law itself. This moderation policy will seek to perform a verification check to verify that the reviews actually belong to the opinion of the user, as well as serve as a quality

moderation, so that the opinions expressed through this service, correspond to the free and truthful view of the user about the conditions of the stay or service enjoyed. In any case B&B HOTELS, will impose a very strict criterion on those comments or reviews that violate the law, the rules of the Terms of Use, or contain insulting, xenophobic, racist, or defamatory opinions or any that are considered unacceptable by B&B HOTELS.

In any case, User reviews are subject to automatic moderation tools. B&B HOTELS reserves the right not to publish or to remove permanently and without notice the reviews that violate the rules of these Terms and Conditions. This possibility does not exclude the possibility for B&B HOTELS to suspend or terminate access to the User review service provided for in the article "suspension/cancellation of access to the User review service" below.

Since moderation is not able to detect all illegal content and, in particular, those that violate the rights of third parties, users exempt B&B HOTELS from any liability for any claim or claim arising from the publication of reviews that are unlawful in accordance with these Terms of Use or the applicable laws.

This User Review Service should not be used or considered as a social network or contact platform between Users. In this sense, any exchange or attempted exchange of contact information will be considered contrary to the rules of use detailed below, which form an integral part of these Terms of Service.

As part of the process of moderation of the reviews of our Users (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 or the identity of the User.

B&B HOTELS makes available to Users, in our own system and on the digital platform, a link that allows the User to report a review. The link "report a review" can be found in the User's own review or through the contact form provided on our website (section 5).

1.4 Rules of use

Each User is legally responsible for the use made of their access to the User Reviews Service. Any access made with the name and email of a User, through the invitation sent to him after his stay, is considered made by the User and linked to his 4 experience and stay, as a customer of B&B HOTELS and under the sole responsibility of that User.

In connection with the use of its access to the User Reviews Application, the User is prohibited from usurping, using, transmitting or collecting any personal data and, in particular, any data that is prohibited, unlawful, contrary to morality or public order and that infringes or may infringe the rights of third parties, including intellectual property rights.

More generally, the User undertakes to comply with the regulations in force concerning the following, without this list being exhaustive the privacy of individuals;

intellectual and industrial property; protection of personal data the protection of the right to honor, personal and family privacy and self-image, both personal (relating to a natural person) and to our corporate image; protection against any act of unfair competition; protection against any act of unfair or prohibited advertising; respect for the rules of public order relating to the content of online information, the secrecy of correspondence and the prohibition of interception of electronic communications sent over the Internet.

Since the User Reviews Application is intended exclusively for the publication of User reviews of their stays at a participating B&B Hotel, the User also, in the context of its use, agrees to: to make strictly personal use of your access to the User Reviews Application and not to disclose it to any third party for any purpose (for personal or commercial purposes or to generate unsolicited e-mails such as spam); not to disseminate comments, images or URLs that link to websites that offer particularly offensive, denigrating, defamatory, racist, xenophobic, inciting pornography, pedophilia, suicide, discrimination, hatred based on a person's origin or membership or non-membership of a particular ethnic group, nationality, race or religion, the commission of crimes or offenses, acts of terrorism, or that advocate war crimes or crimes against humanity;

- not to 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;
- not to transmit or use malicious software (Trojan horses, spyware, viruses) or any other harmful or destructive programs to the User Review Application or other Users' data;

- not use the User Review Application to advertise, in particular for the benefit of an advertiser, service provider, product manufacturer, competitor or brand;

- not to communicate email addresses, telephone numbers, personal data, or create hyperlinks to other Internet sites or service platforms;

- not use the User Review Application in a fraudulent, abusive or excessive manner, in particular by voluntarily or involuntarily causing congestion of the service through indiscriminate direct mail advertising (spamming, bulk email, junk email, mail bombing) or by sending teasing or trolling messages that generate an excessive number of responses that may disrupt the availability of the User Review Application;

- not to reproduce, represent, make available or communicate works or objects protected by copyright or related rights without the authorization of the holders of such rights;

- not to reproduce, make available or resell in any form all or part of the content of the service "User Reviews". The use of such methods will be considered an infringement of the intellectual property rights of B&B HOTELS.

In order to ensure the authenticity of the reviews available on the User Reviews Application, the User also agrees not to intentionally engage in activities such as: hide their true identity; make use of the identity of a third party; connecting or attempting to connect to the User Review Application without proper permissions or in contravention of these Terms of Use; collect data from another natural or legal person; impersonating another natural or legal person; appropriating the access of another User; alter, modify or access data or information belonging to other Users of the User Review Application; disrupt, restrict, slow down, disrupt, impede or interrupt the normal operation of the User Review Application; modify or destroy all or part of the information available on the User Review Application; B&B HOTELS reserves the right to remove a review that does not respect these commitments or any others that contravene these Terms of Use or contravene the law.

The User agrees to release and hold harmless B&B HOTELS from any claims brought by third parties directly against B&B HOTELS, in relation to the content of the reviews posted by the User or arising from the failure to comply with these Terms of Use and / or contravene applicable laws.

1.5 Grounds for refusing a review

B&B HOTELS reserves the right to refuse the opinion of a User transmitted through the review service, in the following cases not limited to the following: whether the content of the opinion is illegal; if the administrator of the reviews considers that it may incur civil or criminal liability; if the "textual" content contains abusive or blasphemous language; if the elements relating to the identity of the author contain abusive or blasphemous language; if the textual content contains random characters or word sequences without any meaning; if the content is not related to the subject matter; whether 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; whether the

textual content intended for publication contains personal information, such as the first or last names of non-public persons, a telephone number, a specific physical address, or an e-mail address;if the textual content includes a credit card number, a social security number, a bank account number or any other information that could lead to identity theft, including any personal data of third parties;if the textual content indicates that the user has not completed their consumer experience;if the textual content includes a reference to any contentious and/or litigious matter between the parties;if the User is a financial debtor of B&B HOTELS;if the content mentions websites, hyperlinks, URLs, e-mail addresses or telephone numbers, including those of the User;if the textual content is clearly spam;

if the descriptive elements of the consumer experience are not reported;if the main comment of the review does not contain any title or textual content;

In case of rejection of a review, B&B HOTELS informs by all means the author of the review of the reasons for its rejection.

1.6. Publication and Reproduction of Reviews

After the execution of the automatic monitoring phase, the reviews will be displayed on their specific 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 publication. Positive or negative reviews will be displayed by default from most recent to least recent.

For each opinion an overall score is displayed. It corresponds to the score entered for the question about the stay as a whole (Overall score).

The overall hotel score (Global Score) includes all ratings from users who have completed the satisfaction questionnaire and includes ratings from reviews without a title or textual content in the main comment. It is calculated using a special algorithm for rating a hotel. The most recent user reviews carry more 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 displayed by circles:

Examples:

a score of 3 or 3.1 or 3.2/5 will be shown as 3/5

a score of 3.3 or 3.4 or 3.5/5 will be shown 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 shown as 4/5

1.7 Reporting abuses in an advertisement and cancellation of the publication

A User or customer may report the abuse of a review published on the B&B HOTELS Site if he/she considers that its content is abusive.

Users or Users have the possibility to request the modification/deletion of their review or that of a third party by requesting it through the specific link that accompanies each review.

Any modification or replacement of reviews involves a new moderation process.

At the request of a hotel establishment in our group, a review may not be published if it does not comply with these terms of use. In such cases, the author of the review will be notified of the non-compliance with the Terms of Use.

The report of an abusive situation by the User is processed in accordance with the following milestones:

1. The abuse complaint entails a review of moderation of the review;
2. The review or response will be studied by our moderation services and may be subject to further follow-up;
3. The author of the review may be contacted in this context during the period of moderation. During this period, the review or the response remains published;
4. The review or response will be removed if it violates these Terms of Use or any applicable law or regulation.

2. Commitment and responsibility of B&B HOTELS

B&B HOTELS recalls that the Internet is not a secure network. In such circumstances, it is up to 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, as well as establish the usual security measures on their equipment.

B&B HOTELS makes every effort to ensure access to the customer review service, but cannot guarantee its speed, which depends in particular on the number of Users connected.

B&B HOTELS is not responsible for the content accessible via the Internet or for any damages that may arise from its use.

B&B HOTELS is not responsible for the use of data or information that the User has entered on the Internet through the customer review service.

B&B HOTELS disclaims any responsibility for the consequences of fraudulent, abusive or excessive use of the customer reviews service as its voluntary or involuntary congestion or sending the User of emails or mailings uncontrolled by means of information that will have been able and disclaims any liability for breach of these Terms of Use or the obligations that are legally enforceable on the User.

Therefore, and in accordance with Articles 13, 14 and 16 of Law 34/2002 of July 11, Services of the Information Society and Electronic Commerce, B&B HOTELS cannot be held responsible for the information stored at the request of users that if B & B HOTELS had no actual knowledge that the activity or information stored is unlawful or that it harms property or rights of a third party liable for compensation, or if, from the time he had knowledge of them. B&B HOTELS had no actual knowledge that the activity or information stored is unlawful or that it harms property or rights of a third party liable for compensation, or if, from the moment it became aware of them, B&B HOTELS acted diligently to remove such data or make it impossible to access them.

B&B HOTELS may not be held liable to the User in the following cases including but not limited to: incorrect installation and/or misconfiguration and/or malfunction of the User's equipment, misuse of the User Review Application, inability to access the User Review Application, disturbances, interruptions and/or total or partial unavailability of the review service by the customer, force majeure in the sense established by our law and jurisprudence of our courts...

In no event shall B&B HOTELS be liable to repair any direct and/or indirect, material and/or immaterial damages suffered by the User and/or third parties due to their use of the User Reviews Application.

3. User Responsibility

The User is solely responsible for any direct or indirect damage, material or immaterial, caused to any person as a result of the use of the User Reviews Application.

4. Suspension/termination of access to customer review service

B&B HOTELS reserves the right to suspend or terminate access to the User Reviews Service at any time, in particular in case of breach by the User of any of its obligations defined in these Terms of Use, and especially in case of hacking, illegal use or dissemination of messages contrary to public order or morality originating from or caused by the User's account, or if court or competent administrative body has ordered to withdraw or prevent access to a review, .without B&B HOTELS can be held liable and without the user cannot claim any compensation or reparation.

Also, 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 User Reviews Application without any liability to B&B HOTELS and without the User can claim any compensation or redress.

5. Cookies

The User is informed that, when using the user review service, it is likely that information relating to the navigation of his terminal (computer, tablet, smartphone, etc.) will be saved in "cookie" files installed on his terminal, depending on the choices he has made regarding cookies through the configuration of his browser software. For more details on how we use cookies, please refer to our Cookie Policy available at: <https://www.hotel-bb.com/en/cookies-policy>.

6. Personal data

When you access and use the User Reviews Application, B&B HOTELS is responsible for the processing of your data. B&B HOTELS, for the purpose linked to the provision of this review service, collects and processes, the personal identification data you provide us at the time of booking (your name, date of birth, email address), the hotel reservation data and in case you process a review, the content of the review, your experience or rating linked to our service provision.

The legitimate basis for the provision of this service "User Reviews" is the consent of the User and the legitimate interest of B&B HOTELS.

During the publication of reviews on the chain's website, the User's identity will remain anonymous, as determined in these Terms of Use, in order to protect the User's confidentiality (article 2.1 above).

These data are processed in accordance with the Organic Law 3/2018 of December 5, 2018 on the Protection of Personal Data and guarantee of digital rights and Regulation 2016-679 of April 27, 2016 on the protection of individuals with regard to the processing of personal data and the free movement of such data.

The User has recognized at all times, the right of access, modification, rectification, opposition, transfer and limitation of the processing of information concerning him, according to the conditions and terms set forth in our Privacy Policy and may object to the processing of data for the purposes reported for the provision of this service "User Reviews" at any time and therefore proceed to revoke their consent. For more information on how to exercise these rights, revoke your consent and learn more about how we collect and process personal data, we recommend that you carefully read our Privacy Policy, available [here](#).

7. Competent Courts and Applicable Legislation

These Terms of Use and any relationship between the customer and B&B HOTELS are subject to the Spanish law, as regards hotels located in Spain, subject to a mandatory provision of protection.

Before any recourse to arbitration or going to court, the User is invited to contact B&B HOTELS customer service and, if necessary, to carry out an optional mediation procedure. You can contact the customer service of B&B HOTELS:

- By post to: B&B HOTELS, C/ Luis Pasteur s/n (B&B Hotel Madrid Aeropuerto T4) San Sebastián de los Reyes, 28703 Madrid

- By e-mail: [Contact Form](#)

Without infringing the applicable procedural regulations and in accordance with Royal Legislative Decree 1/2007 of 16 November and Royal Decree 231/2008 of 15 February, which regulates the Consumer Arbitration System, B&B HOTELS informs the consumer of the information relating to the Consumer Arbitration System:

The consumer can turn to the Consumer Arbitration System structured in the territorial Arbitration Boards and the National Consumer Arbitration Board; After contacting B&B HOTELS Customer Service to attempt an amicable resolution and in the absence of a satisfactory response or no response within sixty (60) days from the filing of the complaint, the customer may contact the Spanish travel and tourism mediator, whose contact details are as follows.

The contact details of each regional Arbitration Board will be available on the online page of the respective Autonomous Community or Autonomous City.

With reference to the Junta Arbitral Nacional de Consumo, the contact details are as follows:

- Subdirección General de Arbitraje y Derechos del Consumidor

Dirección General de Consumo. General Secretariat of Consumer Affairs and Gaming.

Ministry of Consumer Affairs

54 Príncipe de Vergara Street

28006 Madrid

E-mail: junta-nacional@consumo.gob.es

8. Penalties

The User who contravenes the rules defined above is exposed to the suspension of his/her access to the User Reviews Application, as well as to the legal actions provided by the laws and regulations in force.

9. Entry into force

The present Terms of Service of the User Review Application are applicable and deemed accepted by the User at the moment of validation of the notification received by the User, as determined in the present Terms of Use.