

# General Terms and Conditions - B&me Club Loyalty Programme in Portugal

PDF

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## 1. Identity of the service provider

The purpose of these general conditions (hereinafter referred to as the "General Conditions") is to regulate the rights and obligations of the members of the B&me Club loyalty programme (hereinafter referred to as the "**Members**") and the following B&B HOTELS Group companies (hereinafter, referred to as "**B&B HOTELS**");

- B&B HOTELS FRANCE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 378 047 500.

- B&B DREAMLAND HOTEL, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 808 416 960.

- TANDEM SAS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 9 boulevard Romain Rolland 75014 Paris (France), registered with the Registre du Commerce et des Sociétés of Paris under number 908 119 746.

- B&B TAKEOVER, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 904 728 649.

- B&B HOME FRANCE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet, 29200 BREST (France), registered with the Registre du Commerce et des Sociétés of Brest under number 920 291 150.

- BBHO THIONVILLE YUTZ CAROLINGIENS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 467.

- BBHO REIMS CENTRE GARE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 821.

- BBHO THIONVILLE YUTZ VIEUX BOURG, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet

29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 284 043.

- BBHO BOULOGNE SUR MER CENTRE LES PORTS, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 120.

- BBHO LILLE VILLENEUVE D'ASCQ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 249 210.

- BBHO BLOIS VALLÉE MAILLARD, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 248 618.

- BBHO LILLE ROUBAIX, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 086.

- BBHO LIMOGES NORD, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 201.

- BBHO ORLÉANS NORD SARAN, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 763.

- BBHO LE MANS CENTRE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 781.

- BBHO ORLÉANS CENTRE FOCH, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 281 114.

- BBHO ANNEMASSE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 279 779.

- BBHO BORDEAUX AÉROPORT IB, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest

(France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 280 652.

- BBHO TOULOUSE UNIVERSITÉ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 255 704.

- BBHO LOURDES, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 283 136.

- BBHO NÎMES CAISSARGUES, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 236.

- BBHO VIRY CHATILLON, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 806.

- BBHO VITRY SUR SEINE A86 BORDS DE SEINE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 247 792.

- BBHO NIORT MARAIS POITEVIN, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 251 075.

- BBHO CERGY PIERRELAIE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 278.

- BBHO MARSEILLE BONNEVEINE, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 254 269.

- BBHO GRENOBLE UNIVERSITÉ, a simplified joint-stock company organised and existing under the laws of France, with registered office located at 271 rue du Général Paulet 29200, Brest (France), registered with the Registre du Commerce et des Sociétés of Brest under number 819 282 682.

- B&B HOTELS BELGIUM, a limited liability company organised and existing under the laws of Belgium, with registered office located at Place Marcel Broodthaers 8 (REGUS Brussels South

Station – South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Banque-Carrefour des entreprises (BCE) under number 0693.764.388.

- B&B HOME BELGIUM, a limited liability company organised and existing under the laws of Belgium, with registered office located at Place Marcel Broodthaers 8 (REGUS Brussels South Station – South Center Titanium), 1060 Saint-Gilles (Belgium), registered with the Banque-Carrefour des entreprises (BCE) under number 1011.289.534.

- B&B HOTELS SWITZERLAND GMBH, a limited liability company organised and existing under the laws of Switzerland, with registered office located at rue Bovy-Lysberg 2 – c/o CMS von Erlach Poncet SA, Succursale de Genève, 1204 Geneva (Switzerland), registered with the Commercial Register of Geneva under number CHE-422.607.448.

- B&B HOTELS GERMANY GMBH, a limited liability company organised and existing under the laws of Germany, with registered office located at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered with the Commercial Register of the Wiesbaden District Court under number HRB 31371.

- B&B HOTELS MANAGEMENT GmbH, a limited liability company organised and existing under the laws of German, with registered office located at Altkönigstraße 10, 65239 Hochheim am Main (Germany), registered in Wiesbaden District Court Commercial Register under the number HRB 33687.

- B&B HOTELS ITALIA S.P.A, a société limited by shares organised and existing under the laws of Italy, with registered office located at Via Giacomo Leopardi 1 – 20123 Milano (Italy), registered with the Chamber of Commerce of Milan under number 6291950969.

- B&B HOTELS AUSTRIA GMBH, a limited liability company organised and existing under the laws of Austria, with registered office located at pA CCFA, Am Heumarkt 10 1030 Vienna (Austria), registered with the Business Register of Vienna under number FN 461990.

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

- CBBHP – HOTELS IN PORTUGAL, S.A., a public limited liability company organised and existing under the laws of Portugal, with registered office located at Rua Vasco da Gama 5, parish of Moscavide and Portela, municipality of Loures 2685-244 Loures (Portugal), registered with the Business Registry of Lisbon under number 514 820 705.

- B&B HOTELS LJUBLJANA, TURIZEM IN HOTELIRSTVO, D.O.O., a limited liability company organised and existing under the laws of Slovenia, with registered office located at Tabor 9, 1000 Ljubljana (Slovenia), registered with the Slovenian Trade Register under number 8292965000.

· B&B HOTELS LUXEMBOURG SARL, a private limited liability company organized and existing under the laws of Luxembourg, with registered office located at 3, rue Gerhard Mercator L-2182 Luxembourg, registered with the Luxembourg Business Register (LBR) under number B294919.

· B&B HOTELS HUNGARY KFT, a limited liability company organised and existing under the laws of Hungary, with registered office located at Fiastyúk utca 4-8 2. em., Budapest 1139 (Hungary), registered with the Companies Register under number 01-09-333861.

B&B HOTELS offers its members a customer service centre, accessible by telephone and e-mail, by sending a request via the [contact form](#) (hereinafter referred to as the “**Contact Form**”).

## 2. Purpose and scope

These General Terms and Conditions shall apply to the performance of the contract for the provision of services entered into remotely within the scope of the subscription to the B&me Club programme (hereinafter referred to as the ‘**Subscription**’).

B&B HOTELS makes the B&me Club programme subscription available to its Members via the [hotel-bb.com/en/pt](https://hotel-bb.com/en/pt) website (hereinafter referred to as the ‘**Website**’) and its mobile application (hereinafter referred to as the ‘**Mobile Application**’), dedicated to booking hotel services.

By subscribing to the B&me Club loyalty programme, the Member unreservedly accepts these General Conditions. B&B HOTELS may amend the General Terms and Conditions at any time. Each new version of the General Conditions is applicable from the moment it is posted online on the website, to subscriptions or renewals made after that date, so you should print out and keep a copy of the General Conditions as we do not archive them.

Partners are expressly informed that these General Terms and Conditions do not apply to:

- The conditions of use of the Website, which are governed by the general conditions of use of the Website, available here: [general conditions of use of the Website](#).
- The booking of a holiday, which is governed by the general terms and conditions of sale, available here: [general terms and conditions of sale](#).
- Paid subscription to the B&B HOTELS CLUB loyalty programme, reserved for customers enrolled in the B&B HOTELS CLUB loyalty programme, which is governed by the general terms and conditions available here: [general terms and conditions](#).

## 3. Eligibility conditions for subscription

To remain a Member, the customer must:

- Be at least eighteen (18) years old and/or have legal capacity;
- Be a legal resident in Portugal;

- Have a valid personal email address (sharing an email address between two members is not authorised);
- Have created and maintain a B&me account on the website under the conditions set out in clause 4.1 of these General Conditions.

Both professional customers and consumers can register as **Members**, within the meaning of the applicable legislation:

- **«A consumer»:** any natural person acting for purposes that are not part of their commercial, industrial, craft or professional activity.
- **«Professional customer»:** any natural or legal person, public or private, who acts, including through any other person in their name or on their behalf, for purposes related to their commercial, industrial, craft or professional activity.

Hereinafter, both professional customers and consumers will be referred to individually as **«Client»** and collectively as **«Clients»**.

For this purpose, customers who accept the General Conditions and subscribe shall become members of the programme as professional members or consumer members (hereinafter collectively referred to as **«Members»** and individually as **«Member»**).

## 4. B&me Club registration

B&B HOTELS customers must register as members of the B&B HOTELS Club programme via the website <https://www.hotel-bb.com/en/pt> or the B&B HOTELS App, available in French, English, Portuguese, German, Spanish, Italian, Dutch, Polish, Czech, Slovak, Hungarian and Danish.

The B&me Club loyalty programme (hereinafter the **«Programme»**) is environmentally friendly, focusing on sharing with its Members in digital format and without delivering any physical card or paper receipts under any circumstances. However, for transparency reasons and in accordance with Portuguese law, B&B HOTELS makes available on the Web permanently, accessible and free of charge the General Conditions, and invites customers interested in becoming Members to carefully read, download and print these General Conditions. Once registered as Members, they are advised to keep a copy of these General Conditions.

### 4.1 First step: Create an account to register

If they do not already have a digital account, B&B HOTELS customers must create an account in their personal B&me area (hereinafter referred to as **“account”**). This will give them access to the B&me loyalty programme and access to the B&me Club programme offer, and they must provide the information required for this. This information must be complete, accurate, not misleading and updated by sending a request via the Contact Form. B&B HOTELS reserves the right to ask the member to confirm their identity, eligibility and the information provided by any appropriate means.

Members must use their account access credentials in a personal and confidential manner and keep them secret. Members undertake to protect their access credentials, including their password, to prevent any misuse by third parties.

The information provided by the Member to B&B HOTELS when joining the Programme must be complete, current, valid, correct and in no case misleading. B&B HOTELS will carry out the checks it deems appropriate under Portuguese law to ensure that customers interested in becoming Members meet all the necessary requirements in accordance with these General Conditions.

B&B HOTELS reserves the right to ask the Member to confirm his/her identity, to meet the requirements and to answer any questions that may be required about the information provided at the time of registration or thereafter.

Members are informed, and accept, that the information provided by them when subscribing to the Programme constitutes proof of their identity. The information entered by Members is binding on them from the moment it is validated by B&B HOTELS.

Members agree to update such information in their Account so that it meets the criteria set out above at all times or to notify B&B HOTELS of any changes through the Contact Form.

Membership of the Programme is personal, it can only be used by the Member who has subscribed to the Programme. Use of the Programme by any person other than the Member based on personal identification through the Member's identification number, as stipulated in clause 4.2, is prohibited.

Notwithstanding the foregoing, customers may also subscribe to the Programme in person at any of the hotels belonging to B&B HOTELS.

The Member is solely responsible for any action taken on their account.

B&B HOTELS is not, to the extent permitted by applicable law, liable under any circumstances for the misrepresentation of a Member's identity. Any access and action taken from a Member's account is presumed to have been carried out by the Member, as B&B HOTELS has no obligation or technical means to verify the identity of the persons accessing the account.

Any unauthorised connection to a Member's account and its consequences are the sole responsibility of the Member, who must immediately inform B&B HOTELS via the Contact Form as soon as they become aware of any unauthorised access to their account.

## **4.2 Acceptance of the General Conditions**

Once you have created an account and joined the B&me loyalty programme, B&B HOTELS will check that you have subscribed and transferred all of these general conditions.

Once read, these General Conditions must be accepted by clicking on "I have read and accept the General Conditions of the B&me Club programme – continue and pay" in order to extract the subscription. The General Conditions in force at the time of subscription are attached to the subscription confirmation email.



### 4.3 Confirmation of subscription and payment of the price.

B&B HOTELS customers have the opportunity to check the details of their membership subscription, its total price and to correct any errors before confirming the renewal of their account. It is therefore up to the B&B HOTELS customer to check the accuracy of the subscription before finalising the subscription and paying the fee.

B&B HOTELS will confirm receipt of the subscription to the B&me Club programme by email, to which the general conditions in force at the time of subscription are attached.

This confirmation of receipt by e-mail will always include the Member's identification number. This number is strictly personal and is associated with the Member's name. Membership cannot be transferred or assigned. It is expressly stated that only one membership per person will be considered. Only members with a current subscription can benefit from the programme's advantages.

## 5. Description of the services covered by the subscription

The subscription allows the subscribing Member to access, through his/her B&me account, the B&me Club programme and the advantages described below (hereinafter, the "**Programme**").

### 5.1 Conditions for access to B&me CLUB benefits

The benefits are valid at B&B HOTELS in the participating countries: France, Spain, Italy, Germany, Belgium, Switzerland, Hungary, Portugal, Austria, Slovenia and Luxembourg.

All hotels listed above are hereinafter collectively referred to as the «**Hotels**».

To take advantage of these benefits, Members must log in to their digital account or provide their name and e-mail address or ID number at the hotel reception.

The benefits are only valid for stays booked at B&B HOTELS hotels in a participating country via the website, by telephone or at the hotel reception (hereinafter referred to as the "**Direct Channel**"), provided that the customer has previously identified himself as a member of the B&me CLUB programme.

All stays booked through an external reseller, tour operator or third-party travel agency (such as Expedia.com, booking.com, etc.) will NOT be eligible to benefit from the programme's advantages.

Any room paid for directly at a hotel reservation terminal, without prior booking, using the member's ID number, will NOT benefit from the advantages of the programme.

### 5.2 The advantages

#### 5.2.1 Discounts

Any subscription as a Member entitles you to:



- A 10 percent discount on room rates (except promotional rates, private sales offers and special offers) and breakfast, effective at the time of booking, all year round, seven days a week. This discount applies from the moment of arrival at the booked hotel and cannot be combined with special rates, special offers and/or seasonal promotions or reductions.
- A 5 percent discount on the reduced room rate and a 10 percent discount on breakfast, valid at the time of booking, all year round, seven days a week. This discount applies on arrival at the booked hotel.

The discounts and accumulation of points for nights of stay of the B&me CLUB Loyalty Programme payment plan can be combined with the benefits of the free B&me loyalty programme (except B&me 50€/night rate and B&me private sales).

## 5.2.2 Redeeming accumulated points

### 5.2.2.1 Accumulated points

A stay in a B&B HOTEL contributes to the accumulation of B&me Club points, which allow the Member to benefit from one or more vouchers (hereinafter “**Voucher**”). Only the stays of a Member who has made a booking via the direct channel (hereinafter “**Valid stays**”) are considered valid.

Members earn one hundred (100) points for each valid stay (not cancelled or refunded), for a room, with the exception of rooms paid for by voucher. The one hundred (100) points will be credited at the end of the booking ‘end of stay date’. If the Member books two or more rooms for the same night, points will only be accrued for the room they occupy.

The total number of points can be consulted by the Member via their account. Members will also have access, via their account, to a summary list of the stays they have accumulated at a B&B HOTEL. This summary list shall be deemed accurate and complete unless the member objects in writing within four (4) weeks of the date of their last stay. The summary list will be updated within five (5) working days of the last day of the Member’s stay in a B&B HOTEL.

Account access data and accumulated points may under no circumstances be transferred, sold or combined with the accounts of other Members.

Under no circumstances can points be converted into monetary value and they do not confer any right to reimbursement.

### 5.2.2.2 Period of validity of points

The points credited to the Member’s account will be valid until thirty (30) days after the date on which the subscription expires. If the Member does not renew their subscription within this thirty (30) day period, the unconverted points will be definitively lost.

However, Members have the right to renew their subscription up to thirty (30) days after the date on which it expires. In this case, the points will not be lost and will be accumulated with future points until the next date on which the membership expires.

### *5.2.2.3 Point conversion*

When the Member has accumulated the minimum number of points required, they can convert them into a voucher by logging into their account. Your voucher will then be available in your account.

- When the Member has accumulated three hundred (300) points, they can benefit from a voucher for a free breakfast at any B&B HOTELS hotel in a country participating in the B&me CLUB.
- When the Member has accumulated five hundred (500) points, they can benefit from a voucher for two free breakfasts at any B&B HOTELS hotel in a country participating in the B&me CLUB.
- When the Member has accumulated one thousand (1000) points, they can benefit from a voucher worth up to 60 euros to use in any B&B HOTELS hotel in a country participating in the B&me CLUB. Only one voucher can be used per room reservation.

Validation of vouchers is subject to room availability at the hotel. Stays paid for by voucher will not accumulate points.

Vouchers cannot be used for a booking for the same day on the website. They can, however, be used to book directly with the hotel.

Vouchers are valid for twelve (12) months from the date of issue. Members can use their voucher in two ways:

- On the website by entering the voucher number when confirming their purchase,
- or by presenting it at the hotel desk.

The voucher is considered used when the booking made with the voucher has been confirmed (online or when it has been entered into the electronic booking system by the hotel reception staff) and the check-in procedure has been completed on arrival at the hotel reception.

The voucher can only be cancelled and refunded if the cancellation conditions of the booking in question allow it.

By subscribing, the member agrees to receive electronic communications regarding the operation and services offered by the programme (information messages, points balance, etc.).

### 5.3 Non-transferable benefits

With the exception of vouchers, the benefits of the programme are personal and non-transferable.

Discounts can only be applied to bookings made by the Member for their own stay.

## 6. Date of entry into force of the subscription

The subscription agreement is deemed to have been concluded and enters into force on the date of acceptance of these General Conditions and payment of the subscription price. From that date, the Member shall benefit from the services covered by the Subscription Agreement.

## 7. Agreement duration

The Subscription Agreement is deemed to be entered into for a period of one (1) year from the date on which the agreement takes effect, unless terminated by either party under the terms and conditions of Clause 11.

The Member may renew the subscription agreement within thirty (30) days of the date on which the Subscription Agreement expires.

In the event of renewal of the Subscription Agreement, the points accumulated in the programme will be kept. However, if the Member does not renew the Subscription Agreement within the stipulated period, the agreement will not be automatically renewed and the remaining points will be definitively lost.

## 8. Fees and payment terms

The subscription price is thirty-nine (39) euros, plus any taxes that may be applicable on the date of subscription or renewal (hereinafter referred to as the “**subscription price**”).

Any change in the applicable rate may have an impact on the amount of the subscription price.

The renewal of the Subscription Agreement will generate the obligation for the Member to pay a new subscription price to continue benefiting from the services of the programme, for a new period of one (1) year.

When you renew your subscription as a Member, payment will be made online or at la reception by:

- Credit/debit card (Visa, MasterCard or American Express),
- Payment account (PayPal) or
- Apple Pay.

When the subscription is renewed, payment will be made by direct debit on the renewal date, using the bank card registered by default.

If payment of the subscription by direct debit fails due to a problem with the Member's means of payment (expired credit card, for example), the Member has 30 days to communicate a new

valid means of payment to B&B HOTELS customer service. Otherwise, the subscription agreement may be terminated unilaterally by B&B HOTELS.

## **9. Right of withdrawal**

In accordance with Article 10 of Decree-Law no. 24/2014 of 14 February, Members who are consumers have the right to withdraw from the agreement within a cooling-off period of fourteen (14) days after the conclusion of the distance agreement, without having to give any reason or incur any costs.

In accordance with Article 11 of the aforementioned Decree-Law no. 24/2014, Members may exercise their right of withdrawal by sending the attached cancellation form to B&B HOTELS customer service or by making any other unequivocal declaration of withdrawal from the agreement.

In the event that the right of withdrawal is exercised by a Member who has not received any benefit from membership, B&B HOTELS shall reimburse the entire fee paid no later than fourteen (14) days after receipt by B&B HOTELS of the Member's request to exercise the right of withdrawal. B&B HOTELS will refund the amount using the same means of payment used by the Member to register, unless the Member expressly consents to the refund using another means of payment and insofar as the refund does not give rise to any costs for the Member.

## **10. Members' obligations**

Each Member undertakes not to cause any disturbance to public order, to comply with the laws and regulations in force, to respect the rights of third parties and to comply with the provisions of these General Conditions.

In particular, each Member shall be obliged to:

- Behave fairly and loyally towards B&B HOTELS;
- Be honest and truthful in the information provided to B&B HOTELS.
- Use the membership features in accordance with their purpose, as described in these General Conditions;
- Not to misuse the programme to commit crimes or offences punishable by criminal law or any other law;
- Respect the privacy of third parties and the confidentiality of correspondence;
- Respect B&B HOTELS' intellectual property rights over elements of the programme;
- Not to modify the information placed online by B&B HOTELS;
- Not to disseminate data that has the effect of diminishing, disorganising, slowing down or interrupting the normal operation of the programme or the website.

Members undertake not to behave in a manner contrary to accepted standards of morality or public order, nor to commit any act of vandalism, damage or nuisance in the context of the benefits of the programme obtained within the framework of their membership/subscription.

Members use the features of the Programme accessible on the website and via the Mobile Application under their sole and exclusive responsibility.

## **11. Termination of membership**

### **11.1 Termination of membership at the initiative of the Member**

Members may terminate their membership/subscription before the expiry date of the subscription agreement if B&B HOTELS fails to fulfil its obligation to provide the services covered by the agreement.

Members may terminate their membership/subscription at any time, without any grounds whatsoever, but any such termination shall not entail any refund.

Members can request cancellation via the Contact Form by selecting 'B&me | CLUB' as the reason for contact and explaining their wish to cancel.

Once the case has been analysed and if appropriate, B&B HOTELS will remove the Member from the Programme and send a confirmation email. Termination of the agreement entails the loss of all unused benefits related to the programme from the date of receipt of the termination request.

### **11.2 Termination of membership at the initiative of B&B HOTELS**

B&B HOTELS may terminate membership in the event of non-compliance by the Member with the obligations arising from these General Conditions, which may be due in particular to non-payment of the membership fee, fraudulent behaviour by the Member or non-compliance with the conditions for joining the programme listed in Clause 3 (lack of legal capacity, etc.).

B&B HOTELS reserves the right to check the use of the programme and compliance with the rules of these General Conditions at any time. In the event of cancellation of membership at the initiative of B&B HOTELS in the cases mentioned above, all points accumulated by the Member will be forfeited.

For commercial reasons, B&B HOTELS reserves the right to unilaterally terminate and cancel the Member's enrolment at any time. This unilateral cancellation will be communicated to Members by email or any other agreed communication channel via the Website or the Application, one (1) month before the scheduled cancellation date.

## **12. Liability**

B&B HOTELS shall not be held liable if it proves that the failure to comply with or improper execution of these General Conditions was due to the Member, the acts of third parties or force majeure, under the terms of the applicable Portuguese law.

## 13. Protection of personal data

B&B HOTELS collects and processes the personal data of its members in accordance with the applicable regulations on the protection of personal data and, in particular, with EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016 and Law 58/2019 of 8 August.

In accordance with applicable regulations, Members have the right to access and rectify their personal data. In accordance with the law, they can also request the erasure of their data, portability or restriction of the processing of their data and, where appropriate, object to the processing of their data/withdraw your consent.

For more information on how B&B HOTELS processes your data and how the above rights can be exercised, please consult our [Privacy Policy](#).

## 14. Intellectual property

These General Conditions do not imply any transfer of property rights, including intellectual property rights, over the elements belonging to B&B HOTELS in favour of the Member; the Member undertakes, in any case, not to act in a way that could harm or compromise, directly or otherwise, the intellectual property rights of B&B HOTELS.

In this regard, it is specified that the content of the website, the general structure and brands, designs, animated or non-animated images, texts, photographs, logos, graphics, software and programmes, search engines, databases, sounds, videos, domain names, design and all the other elements that make up the articles and the website, or any other information that appears on it, without limitation, are the exclusive property of B&B HOTELS or are licensed to partners or third parties, and are protected by intellectual property rights that are or will be recognised by current legislation.

Any reproduction and/or display, in whole or in part, of any of these elements without the express authorisation of B&B HOTELS is prohibited and will constitute, in particular and not exclusively, an infringement of B&B HOTELS' intellectual property rights.

## 15. General provisions

If a provision of these General Conditions is deemed illegal or unenforceable by a court decision, the remaining provisions shall remain in force.

The information provided by the hotelbb.com website is official and binding between the parties. Elements such as the date and time of receipt or issue, as well as the quality of the data received, will be prioritised as official and binding as they appear in B&B HOTELS' information systems, unless there is written proof to the contrary. The scope of proof for information from B&B HOTELS' information systems is that recognised in the original document written on paper and signed by hand.

## 16. Litigation

### 16.1 For consumer members

These General Conditions shall be executed and interpreted in accordance with Portuguese law. In the event of a dispute, the Member should contact B&B HOTELS customer service as a priority in order to reach an agreement.

Please note that for any information or complaints, B&B HOTELS' customer service is available to Members by e-mail, by sending a request via the Contact Form.

Any dispute that may arise from the interpretation and/or execution of these General Conditions shall be submitted to the Portuguese Courts where the Member is habitually resident, without prejudice to alternative dispute resolution and consumer mechanisms.

In the event of a dispute, the Member may also have recourse to the following Dispute Resolution Entities:

- (i) Consumer Conflict Arbitration Centre of the District of Coimbra Tel.: 239821690. E-mail: geral@cacrc.pt;
- (ii) Lisbon Consumer Conflict Arbitration Centre Tel.: 218807030. E-mail: juridico@centroarbitragemlisboa.pt;
- (iii) Porto Consumer Information and Arbitration Centre Tel.: 225508349; E-mail: cicap@cicap.pt;
- (iv) Vale do Ave Consumer Conflict Arbitration Centre /Arbitration Court Tel.: 253422410; E-mail: geral@triave.pt;

For more information see the Consumer Portal at <https://www.consumidor.gov.pt/>

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

In accordance with Article 14 of Regulation (EU) No 524/2013, the European Commission allows an online dispute resolution procedure . If you would like information on the various options available to you in the event of a dispute, the European Commission provides a consumer assistance service, which can be accessed via the following link: [Consumer Help](#)

### 16.2 For professional members

The Parties shall use their best endeavours to settle by agreement any dispute arising between them regarding the interpretation, execution or termination of these General Conditions.



IN THE ABSENCE OF AN AGREEMENT BETWEEN THE PARTIES, ANY DISPUTE MUST BE SUBMITTED TO THE LISBON DISTRICT COURT, WHICH IS EXPRESSLY GIVEN JURISDICTION TO SETTLE THE DISPUTE.