

GENERAL TERMS AND CONDITIONS OF THE B&me PROGRAMME

PDF

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Identity of the service provider

The purpose of these general terms and conditions (hereinafter referred to as the "**General Terms and Conditions**") is to govern the rights and duties of the members benefiting from the customer loyalty programme named "B&me" (hereinafter referred to individually as the "**Member**" and jointly 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 PIERRELAYE, 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 à Via Domenichino, 19 - 20149

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 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 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 DENMARK APS, a limited liability company organised and existing under the laws of Denmark, with registered office located at Gammel Kongevej 1, 1610 Copenhagen V (Denmark), registered with the Business Register under number 40380388.
- B&B HOTEL PRAGUE-CITY S.R.O, a limited liability company organised and existing under the laws of the Czech Republic, with registered office located at Karin, Prvniho pluku 674/29 – 186 00 Praha 8 (Czech Republic), registered with the Trade Register under number 247 82 173.
- B&B HOTELS POLSKA SP. Z O.O., a limited liability company organised and existing under the laws of Poland, with registered office located at Place Przymierza 6 03-944 Warsaw (Poland), registered with the Trade Register under number KRS 0000302122.
- B&B HOTELS NETHERLANDS B.V., a limited liability company organised and existing under the laws of, the Netherlands located at Herikerbergweg 238, Luna Arena– 1101CM Amsterdam (Netherlands), registered with the Netherlands Chamber of Commerce under number 862421445.
- B&B HOTELS FLORIDA LLC, a limited liability company organised and existing under the laws of the United States, with registered office located in 1101 Brickell Ave, Suite N-1000 Miami Florida 33131 (United States), registered with the Secretary of State Division of Corporations under number SR# 20233165164.
- B&B HOTELS UK LIMITED, a limited liability company organised and existing under the laws of England, with registered office located at 73 Cornhill London EC3V 3QQ (United Kingdom), registered with the Registrar of Companies for England and Wales under number 13984153.

- 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 offers its Members a service for responding to queries and complaints that may arise in connection with the Loyalty Programme, which can be accessed using the following channels:

- By completing the form located in each of the links of interest described below, selecting 'B&me | Club' as the reason for contact:
- Link to the contact form: [Contact form](#)

General terms and conditions of membership of the Loyalty Programme.

1.- Registration in the Loyalty Programme.

Any person, whether a Business Customer or a Consumer Customer, can become a Member of the Loyalty Programme free of charge, provided that the following conditions are met:

- They are a private customer (natural person).
- They are of legal age.
- They are a resident in Spain according to Spanish legislation.

For these purposes, the following definitions shall apply:

- **"Professional Customer"** means any natural or legal person, public or private, acting for purposes related to their professional activity, regardless of the field or sector to which they belong, even when, in the course of such activity, they

act in the name and on behalf of another professional.

- **"Consumer Customer"** means any natural person acting for purposes outside the scope of their professional activity, regardless of the field or sector to which they belong.

Hereinafter, both any Professional Customer and Consumer Customer shall be referred to individually as the **"Customer"** and jointly as the **"Customers"**.

Each Member may only have a single Loyalty Programme account associated with their personal data (hereinafter referred to as the **"Member Account"**). The activation of an additional Member Account with the same personal data previously associated with a Member Account shall not be permitted. In the event that they register using fraudulent data, the Member's Member Account will be automatically blocked and the Member will be removed from the B&me Loyalty Programme.

To become a Member of the Loyalty Programme, each Customer must register by completing the form established for this purpose, in digital format at the following link: [B&me Registration](#).

If the Customer already has a personal account on the B&B HOTELS website, they only have to identify themselves and accept these Terms and Conditions, otherwise, they will have to create a personal digital account through: <https://www.hotel-bb.com/en/es> for Spain (hereinafter the **"Website"**) that allows them to identify themselves and then proceed to accept the General Terms and Conditions.

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

The information that the Member provides to B&B HOTELS when signing up to the Loyalty Programme must be complete, up to date, current, truthful and in no way misleading. B&B HOTELS will carry out any checks it deems appropriate by law to

ensure that customers interested in becoming Members meet all the necessary requirements to do so in accordance with these Terms and Conditions.

B&B HOTELS reserves the right to ask each Member to confirm their identity, eligibility and any questions that may arise regarding the information provided by the Member at the time of registration or thereafter.

Members are informed and agree that the data they enter when subscribing to the Loyalty Programme constitutes proof of their identity. The information entered by Members is binding on them as soon as it has been validated by B&B HOTELS.

Accordingly, the Member undertakes to update this information in their Member Account so that it always complies with the above criteria or to inform B&B HOTELS of any changes made via the contact form.

Membership of the Loyalty Programme is personal and only the Member who has signed up to the Loyalty Programme can benefit from it. The use of the Loyalty Programme by any person other than the Member is prohibited.

Registration in the Loyalty Programme implies the express acceptance by the Member of these General Terms and Conditions and the privacy policy associated therewith (hereinafter, the "**Privacy Policy**").

It is hereby stated that the Loyalty Programme is organised in an environmentally friendly manner, which is why the Member's means of identification will be in digital format, without any physical card or paper receipts supplied for any purposes. However, for reasons of transparency and as provided for by the law, B&B HOTELS has published the General Terms and Conditions on the Website, accessible permanently and free of charge, and encourages Customers interested in becoming Members to carefully read, download and print the General Terms and Conditions. Once registered as a Member, Members are advised to keep a copy of these Terms

and Conditions and the Privacy Policy.

The content of these General Terms and Conditions and the Privacy Policy accepted at the time of registration will be made available to Members in the form of digital links sent via e-mail to enable them to access the documents.

B&B HOTELS reserves the right to modify the General Terms and Conditions and Privacy Policy at any time. Members will be informed of any modification of the General Terms and Conditions or the Privacy Policy via e-mail. In any case, the updated General Terms and Conditions and Privacy Policy will appear on the Website at all times.

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

- The use of the Website, which is governed by the General Terms and Conditions of Use of the Website, which are accessible here [General Terms and Conditions of Use of the Website](#)
- The booking of a stay, which is governed by the General Terms and Conditions of Sale available here [General Terms and Conditions of Sale](#)
- Paid subscription to B&me CLUB, reserved for Customers who have registered for the B&me CLUB programme, which is governed by the General Terms and Conditions available here [General Terms and Conditions B&me CLUB](#)

2.- Purpose of the Loyalty Programme and Member benefits.

B&B HOTELS has created the Loyalty Programme in order for its Members to benefit

from exclusive offers, services and promotions on the services offered by B&B HOTELS at Hotels, whether transactional, monetary, experiential and/or relational (hereinafter, the "**Benefits**"), the functioning of which is described in these General Terms and Conditions.

The Loyalty Programme will be available at all B&B HOTELS hotels participating in the B&me programme (hereinafter referred to as the "**Hotels**").

The list of hotels participating in the B&me programme may be subject to change at any time, according to the commercial criteria that B&B HOTELS considers appropriate at any time.

3.- Loyalty Programme.

The Loyalty Programme allows Members to obtain Benefits based on their relationship with B&B HOTELS. The accumulation of nights booked will enable Members to unlock Benefits that will be communicated during the term of the Loyalty Programme.

B&B HOTELS will decide the benefits that will be applicable at all times and will be duly informed to Members via email, informing them of the conditions of access and use.

Transactional Benefits will allow Members to benefit from direct discounts applicable to bookings made exclusively on the Website and/or to obtain coupons or discount vouchers for certain services to be enjoyed at Hotels.

The Benefits will be reserved exclusively for the Members of the Loyalty Programme and under the ordinary conditions applicable to an individual consumer, and will not be extended in any case to guests and/or companions of the Members. Some Benefits may have a limitation on the maximum number of nights to be purchased by

each Loyalty Programme Member and this will be specified in each of the exclusive promotions in question.

Experiential or relational benefits cannot be combined with any other transactional or monetary benefits (with the exception of the free bottle of water, late check out, early check in and room upgrade which can be combined with any other type of benefit).

In addition, the Benefits of the B&me programme include:

- They are non-transferable;
- They are non-refundable;
- They cannot be combined with bookings made using a corporate or promotional code;
- They cannot be combined with discounts granted as part of the Loyalty programme;
- They can only be used when bookings have been made on the B&B HOTELS website and mobile app.

The Member is expressly informed that the benefits offered in the Loyalty Programme are subject to change at the commercial discretion of B&B HOTELS that may arise from time to time.

Members will be informed of any changes to the Benefits, as well as of the final termination of the Loyalty Programme.

4.- Conditions of Use.

4.1 Ownership of the Member Account and duties of Members

The Member Account is personal and non-transferable, and may only be used by its holder, and may not be extended to family members or any other person

accompanying the Member during their stays at Hotels; in the event that they wish to form part of the Loyalty Programme, they must create their own Member Account using the means made available for this purpose.

Member identification will be required for the redemption of any Loyalty Programme Benefits. If the Member makes any booking without identification, they will not be eligible for such Benefits and the nights enjoyed on such bookings will not count towards the unlocking of future additional Benefits relating to that Loyalty Programme.

By subscribing to the Loyalty Programme, each member commits to refrain from violating public order, to comply with the laws and regulations in force and to respect the rights of third parties and the provisions of these General Terms and Conditions and the Privacy Policy.

In particular, each Member shall:

- Behave appropriately, in full compliance with the rules of use and coexistence of the Hotels, these General Terms and Conditions and the Privacy Policy.
- Be honest and truthful in the information provided to B&B HOTELS;
- Use the functions of the Loyalty Programme in accordance with its purpose as described in the General Terms and Conditions.
- Refrain from distorting the purpose of the Loyalty Programme to commit crimes, misdemeanours or actions punishable under the Criminal Code or any other law;
- Respect the privacy of third parties and the confidentiality of exchanges of information and data that may be required within the Loyalty Programme or access to the Benefits generated thereby;
- Respect the intellectual property rights of B&B HOTELS in relation to the

- elements of the Loyalty Programme and each of the Benefits derived from it;
- Refrain from modifying the information published by B&B HOTELS;
 - Refrain from disseminating any data that may have the effect of reducing, disorganising, slowing down or interrupting the normal operation of the Loyalty Programme and the Website.

4.2 Redeeming benefits and discounts.

Upon activation of the Loyalty Programme Member Account and after email confirmation of registration, the Member will be eligible to enjoy the Benefits offered at any time by B&B HOTELS at its Hotels.

B&B HOTELS reserves the right to request the identity card and/or passport of the Loyalty Programme Member Account holder to verify their identity. The Benefits offered to the Member will be decided on a case by case basis by B&B HOTELS, and may include but not be limited to:

- **Free breakfast voucher**: this voucher will be sent to Members via email using the email address designated for this purpose, previously validated by B&B HOTELS at the time of registration to the Loyalty Programme. This voucher will be valid and can be redeemed on the next booking via the website or app within three (3) months of the first booking made by the Member. The use of the voucher is limited to a single breakfast for the exclusive use of the Member during their stay.
- **B&me rate** for newly opened Hotels: this tariff will be available within three (3) months following the opening of a new hotel included in the detailed list of Hotels where the Benefits will be offered, with prices limited to fifty euros (€50) per night (exclusive bookings for active Loyalty Programme Members and limited to one room per booking). Exceptionally, the special rate may be

activated at hotels that do not meet the above condition based on business needs.

- **Welcome gift:** free bottle of water for the Member with every booking made online via the website or app. Limited to one bottle per booking.
- **Free room upgrade:** Members who have booked via the website or app will have preferential access to an upgrade to the room category selected by the Member, subject to availability at the hotel booked upon the Member's arrival at the hotel in question (check in).
- **Free early check-in:** Members who have booked via the website or app will have preferential access to early check-in on arrival at the hotel in question, subject to availability at the hotel in question at any given time.
- **Free late check-out:** Members who have booked via the website or app will have preferential access to late check-out upon departure from the hotel, subject to availability at the hotel in question at any given time.

4.3 Identity theft.

In the event that any Member had been deregistered as a result of identity theft, these shall be considered grounds for the automatic termination of the Loyalty Programme from the moment that this circumstance was communicated to B&B HOTELS by any affected third party. To this end, B&B HOTELS will be responsible for carrying out any actions and checks considered relevant for the purposes of clarifying and confirming the identity theft claimed by the third party concerned.

In the event that any Member has suffered any incident involving identity theft, they may report this to our Customer Service or at the reception of the B&B HOTELS hotels participating in the Loyalty Programme, for the corresponding Account to be blocked.

Blocking the Loyalty Programme Member Account will prevent anyone other than the

Account Holder from using the Loyalty Programme Member Account and the Benefits. Failure to report these circumstances in the manner indicated will exempt B&B HOTELS from any liability in connection with the redemption of discounts and other uses that may be made with their Loyalty Programme Member Account.

4.4. Expiry of Benefits.

Benefits expire within the calendar year. In other words, all Benefits earned between 1 January and 31 December ("**year N**") will be available until 31 December of year N+1.

B&B HOTELS reserves the right, with prior notice to Members, to remove any expired benefits as described in the preceding paragraph, and the customer will then lose the possibility of redeeming them as a Member on future purchases.

4.5 Validity and modifications of the Loyalty Programme.

Members benefit from the benefits of the Loyalty Programme from the date on which they sign up to the Loyalty Programme. The Loyalty Programme will remain in force indefinitely. However, B&B HOTELS reserves the right to modify and terminate the Programme whenever it deems so appropriate, providing Members with advance notice. To this end, in the event of termination and/or modifications to the Loyalty Programme, B&B HOTELS will notify the Members at least thirty (30) days prior to the expected date of termination. In any event, Members shall be entitled to leave the Loyalty Programme at their own choice in pursuant to Clause 4.7. of these General Terms and Conditions.

In the event of termination of the Loyalty Programme, B&B HOTELS will set the maximum period during which Members will be entitled to enjoy their Benefits. Once this period comes to an end, the Member's rights in this respect shall cease.

B&B HOTELS and the owner of the legally corresponding Website are exempt from any liability for any direct or indirect impact of any anomaly in the functioning of the Loyalty Programme.

In the event of an anomaly resulting, in particular, from an obvious technical or material error or an IT failure relating to the redemption of vouchers in the Member's Member Account, the Loyalty Programme Member Account holder may not claim the benefit, nor request a refund. However, B&B HOTELS hereby commits to taking remedial action as soon as this anomaly is reported or brought to the attention of B&B HOTELS. This action will be brought to the attention of the Member in question by updating the vouchers in their Member Account, without deducting from the affected Members, in any case, any vouchers that could not be used at the time the incident occurred.

4.6 Fraudulent use.

Any fraudulent or improper use of the Benefits will be considered as a breach of the General Terms and Conditions by the Member, and B&B HOTELS may remove them from the Programme with immediate effect, providing written notice via email or, failing this, via post.

B&B HOTELS reserves the right to automatically block the Member Account of any Member in the event that the fraudulent or erroneous use of said account is detected.

In addition, B&B HOTELS and the company that legally owns the Website, shall be held harmless as regards any liability for the direct or indirect consequences of fraudulent or improper use of the Member Account as part of the Loyalty Programme.

The Loyalty Programme may be cancelled by B&B HOTELS in the event of any breach by the Member of its obligations under these General Terms and Conditions, as well

as any fraudulent behaviour by the Member or any breach of the conditions of eligibility for the Loyalty Programme.

4.7 Termination or cancellation of the Loyalty Programme.

The Member may request cancellation of the Loyalty Programme at any time by contacting B&B HOTELS through the following [web form](#), selecting the country and then 'Personal Data' as the reason for contact.

B&B HOTELS will remove them from the Loyalty Programme as soon as possible and send them a confirmation email.

The removal from the Loyalty Programme will result in the loss of all benefits linked to the Loyalty Programme, from the date of receipt of the removal request by B&B HOTELS.

5.- Assistance for Members.

Members will have a customer service that can be accessed through the following [web form](#), selecting the country and then as a reason for contact 'Personal Data', as well as at the receptions of the hotels B&B HOTELS to resolve any questions, find out about procedures, benefits or resolve any type of incident or complaint that may arise with the operation of the Loyalty Programme.

6.- Severability of the clauses.

If any of the provisions of these General Terms and Conditions is declared totally or partially null and void or ineffective, said declaration shall only affect the content or part of these General Terms and Conditions that is null and void or ineffective, with the rest of the General Terms and Conditions remaining in force; the affected part of these General Terms and Conditions shall be deemed not to be in force, unless, as

they are an essential part of these General Terms and Conditions, they are affected in their entirety.

7.- Responsibility.

B&B HOTELS and the legal owner of the Website are exempt from any liability for any event involving a breach of these Terms and Conditions for reasons attributable to Members. Under no circumstances shall B&B HOTELS and the owner of the Website be liable for any direct, indirect, incidental, special or consequential damages resulting from the Member's breach of these conditions, including, but not limited to, lost profits, business interruption, loss of programmes or information, even if B&B HOTELS and the Website owner have been expressly advised of the possibility of such damages by the Member.

8.- Intellectual property

These General Terms and Conditions do not imply any transfer of property rights of any kind, in particular intellectual property rights in relation to the elements belonging to B&B HOTELS or the owner of the Website, for the benefit of any of the Members, who in any case are prohibited from taking any action that may directly or indirectly infringe the intellectual property rights of B&B HOTELS and the owner of the Website.

To this end, it is hereby specified that the content of the Website, the general structure, as well as trademarks, drawings, models, images, whether animated or not, texts, photographs, logos, graphic charts, software and programs, search engines, databases, sounds, videos, domain names, design and all other elements that make up the articles and the website or any other information appearing on it, without this list being exhaustive, are the exclusive property of B&B HOTELS, or where appropriate the Owner of the Website, or partners or third parties who have granted a licence and are protected by intellectual property rights that are or will be recognised pursuant to

the laws in force.

Any reproduction and/or representation, in whole or in part, of any of these elements, without the express permission of B&B HOTELS or the owner of the Website, is prohibited and shall constitute an infringement punishable by the applicable law on the subject.

9. Litigation.

9.1 With regard to Consumer Members

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

It is recalled that, for any information or complaint, the B&B HOTELS customer service is at the Member's disposal by email, by sending a request via Contact Form.

In accordance with Articles 57 and 58 of the LGDCU, the alternative is offered to the Consumer Member for the purposes of these General Conditions, may use, free of charge, the Consumer Arbitration service in order to resolve any disputes that may arise in connection with these General Terms and Conditions.

For these purposes, the Parties may assert their rights in accordance with the LGDCU and Royal Decree 231/2008 of 15 February, which regulates the Consumer Arbitration System, as well as other applicable laws and supplementary regulations, and in particular, in accordance with Article 14 of Regulation (EU) No. 524/2013. 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](#)

In no event shall this clause mean the loss of the option to effective judicial protection in favour of consumer Members, except where specifically provided for by applicable law.

In the event that mediation is not possible for any reason, or the parties decide not to pursue mediation, the courts of law shall hear any dispute that may arise regarding the validity, interpretation, application and/or enforcement of these General Terms and Conditions.

9.2 With regard to Professional Members

The Parties shall endeavour to resolve by agreement any dispute arising between them with respect to the interpretation, performance or termination of the General Terms and Conditions.

In the event that the dispute arises with a Professional Member, the proceedings, in the absence of mediation by agreement of the Parties, shall be heard by the courts of the City of Madrid.