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1. Preamble

1. The purpose of these general terms and conditions (hereinafter the "General Terms and Conditions") is to govern the rights and obligations of subscribers to the B&me Club offer (hereinafter the "Members"), and of the following companies:

- **B&B HOTELS FRANCE,** a limited liability 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
- **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 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
- **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
- **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 LUXEMBOURG SARL**, a limited liability company organised and existing under the laws of Luxembourg, with registered office located at 76, rue de Merl, L-2146 Luxembourg (Grand Duchy of Luxembourg), registered with the Luxembourg Business Register under number B294919
- **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 Germany, 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 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 y
- **B&B HOTELS ITALIA SOCIETA PER AZIONI**, a public limited liability company 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 06291950969
- **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 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 B66209693 (Hoja M-684467, Tomo 38485, Folio 105)
- **CBBHP – HOTELS IN PORTUGAL SA**, 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

hereinafter referred to as "B&B HOTELS" or the "company".

2. B&B HOTELS provides its members with a customer service accessible by telephone and by e-mail by sending a request via the Contact Form.

2. Purpose and scope

3. These general terms and conditions apply to the performance of a contract for the supply of services concluded remotely, as part of the subscription to the B&me Club programme (hereinafter the "subscription").

4. B&B HOTELS offers a subscription to the B&B HOTELS offers a subscription to the B&me Club programme to both its professional and consumer clients, within the meaning of consumer law, via the hotel-bb.com website (hereinafter the "site") and its mobile application (hereinafter the "application"), dedicated to booking hotel services.

5. By subscribing to the B&me Club subscription offer, members accept these terms and conditions without reservation. The company may amend the general terms and conditions at any time. Each new version of the general terms and conditions is applicable from the date it is put online on the site, to subscriptions or renewals made after this date.

3. Subscription eligibility conditions

6. To take out a subscription, members must :

- be at least eighteen (18) years old and/or have legal capacity;
- have a valid personal e-mail address (it is not permitted for two members to share the same e-mail address);
- and have created an account B&me account on the site under the conditions set out in article 4.1 of these general terms and conditions;

7. Both consumer and professional customers within the meaning of consumer law can take out a subscription:

- consumer customer means any natural person who is acting for purposes which are outside the scope of his or her commercial, industrial, craft, liberal or agricultural activity;
- professional customer means any natural or legal person, public or private, acting for purposes relating to its commercial, industrial, craft, liberal or agricultural activity, including when acting in the name and on behalf of another professional.

4. Subscription

8. The B&me programme member takes out a B&me Club subscription from the dedicated section of the B&me personal space on the www.hotel-bb.com website or

on the B&B HOTELS mobile application, available in French, English, Portuguese, German, Spanish, Italian, Dutch, Polish, Czech, Slovak, Hungarian and Danish.

4.1 First step: Create an account to register

9. If they do not already have one, the B&B HOTELS client must create an account on the B&me personal space (hereafter the "account") allowing them to subscribe to the B&me loyalty programme and access the programme's B&me Club offer by providing the necessary information. This information must be complete, accurate, not misleading and updated by sending a request on the contact form. B&B HOTELS reserves the right to ask the member to confirm, by any appropriate means, his/her identity, eligibility and the information provided.

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

11. Members are solely responsible for actions carried out on their account.

12. Under no circumstances may B&B HOTELS be held responsible for the usurpation of a member's identity. All access and actions carried out from the account of a member will be presumed to be carried out by this member, insofar as B&B HOTELS is not obliged to and does not have the technical means to ensure the identity of the persons accessing the account.

13. Any unauthorised connection to a member's account and the consequences thereof are the sole responsibility of the member, who must inform B&B HOTELS without delay via the contact form.

4.2 Acceptance of the general terms and conditions

14. After creating an account and joined the B&me loyalty programme, the B&B HOTELS client verifies his/her order and unrolls the entirety of these general conditions.

15. Once they have read them, they may accept these terms and conditions by ticking the box "*I accept the full terms and conditions of the B&me Club subscription*" in order to take out the subscription. The general terms and conditions in force at the time of subscription are attached to the subscription confirmation e-mail.

4.3 Order confirmation and payment

16. The B&B HOTELS client has the possibility of verifying the details of the order, its total price and correcting any errors before confirming its acceptance. It is therefore

the responsibility of the B&B HOTELS client to verify the accuracy of the order before paying the price of the subscription to the B&me Club offer.

17. B&B HOTELS acknowledges receipt of the subscription to the B&me Club offer by e-mail to which the general conditions in force at the time of subscription are attached.

18. This acknowledgement e-mail also includes the member's identification number. This number is strictly personal and associated with the member's name. The subscription cannot be sold or lent. It is expressly stated that only one subscription per person will be taken into account. This subscription is strictly personal. Only the member who has subscribed will be able to benefit from the advantages of the programme.

5. Description of the services covered by the subscription

19. The subscription allows the member to have access, on their B&me account, to the advantages of the B&me Club programme in addition to the B&me programme, the advantages of which are described below (hereinafter the "programme").

5.1 Conditions of access to B&me CLUB benefits

20. The benefits are valid in B&B HOTELS hotels in participating countries: France, Spain, Italy, Germany, Belgium, Switzerland, Hungary, Portugal, Austria. To benefit from these advantages, members must either log into their account or give their name and e-mail or identification number at the hotel reception desk.

21. The advantages are only valid for stays booked in a B&B HOTELS in a participating country via the site, by telephone, by e-mail or at the hotel reception desk (hereafter the "direct channel").

22. All holidays booked through a reseller, tour operator or third-party travel agency (such as Expedia.com, booking.com, etc.) will not benefit from the advantages of the programme.

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

5.2 The benefits

5.2.1 Discounts

24. All subscriptions entitle the holder to :

- 10% discount on room rates (excluding promotional rates, private sales offers and special offers) and breakfast, in force at the time of booking, all year round, seven days a week. This discount is applicable from the moment of arrival at the hotel booked and cannot be combined with special rates, special offers and/or promotions or seasonal discounts.
- 5% discount on the reduced room rate rooms and 10% discount on breakfast, valid at the time of booking, all year round, seven days a week. This discount applies from the moment of arrival at the hotel booked.

Discounts under the B&me Club programme cannot be combined with promotional offers under the B&me loyalty programme (in particular the limited price for booking a room in new participating hotels).

5.2.2 Redeeming points

5.2.2.1 Cumulating points

25. A stay at a B&B HOTELS hotel contributes to the collection of B&me Club points, enabling the member to benefit from one or more purchase vouchers (hereafter the "vouchers"). Only nights spent by a member who has booked via the direct channel are considered valid (hereinafter the "nights").es").

26. The member earns one hundred (100) points for each valid overnight stay made (neither cancelled nor refunded)for a room, with the exception of rooms paid for with a voucher. The one hundred (100) points will be credited within seventy-two (72) hours of the end of the stay. If the member books two or more rooms for the same night, the points are only accumulated for the room occupied.

27. The points balance can be consulted by the member on their account. The member also has access on his/her account to a summary of the nights accumulated in a B&B HOTELS. This summary is considered accurate and complete, unless the member objects in writing within four (4) weeks of the last date of stay. The summary is updated within five (5) working days following the last day of the member's stay in a B&B HOTELS.

28. Account access details and accumulated points may under no circumstances be transferred, assigned or combined with the accounts of other members.

29. The points accumulated cannot under any circumstances be converted into a monetary value and do not entitle the holder to any reimbursement.

5.2.2.2 Period of validity of points

30. The points credited to the member's account are valid until thirty (30) days after the subscription expiry date. If the member does not renew their subscription within thirty (30) days, any points not converted will be permanently lost.

31. However, members have the right to renew their membership up to thirty (30) days after the expiry date. In this case, the points will not be lost and will accumulate with future points until the next subscription expiry date.

5.2.2.3 Conversion of points

32. Once a member has accumulated the minimum number of points required, they can convert them into a voucher by logging into their account. Their voucher will then be available in their account.

- When the member has accumulated three hundred (300) points, he/she can benefit from a voucher for a free breakfast in any B&B HOTELS located in a country participating in B&me CLUB.
- When the Member has accumulated five hundred (500) points, he/she can benefit from a voucher for two free breakfasts in any B&B HOTELS located in a country participating in B&me CLUB.
- When the Member has accumulated one thousand (1000) points, he/she can receive a voucher with a maximum value of maximum value of €60 to be used in any B&B HOTELS located in a country participating in B&me CLUB. Only one voucher can be used per room reservation.

33. Voucher validation is subject to hotel room availability. Stays paid in full with a voucher do not earn points.

34. A voucher cannot be used for a D-day booking on the website. It can, however, be used when booking directly with the hotel.

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

- on the site, by entering the voucher number when validating their basket, or
- by presenting it at the hotel desk.

36. The voucher is considered used once the reservation made with the voucher is confirmed (online or after it has been entered into the electronic reservation system by hotel reception staff), and the check-in procedure is completed upon arrival at the hotel reception.

37. The voucher is cancellable and refundable only if the cancellation conditions for the booking in question so stipulate.

38. By subscribing, members agree to receive electronic communications relating to the operation and services offered by the programme (information messages, points balance, etc.).

5.2.3 Access to a dedicated programme hotline

39. The programme gives members access to a special hotline to manage their bookings in Italy.

5.3 Non-transferable benefits

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

41. Discounts can only be applied to bookings made by members for their own personal stay.

6. Effective date of subscription

42. The subscription contract is concluded and takes effect on the date of acceptance of these General Terms and Conditions and payment of the subscription price (hereinafter the "contract effective date"). From this date, the member benefits from the services covered by the subscription contract.

7. Contract duration

43. The subscription contract is concluded for a renewable period of one (1) year from the date on which the contract takes effect, except in the event of termination by one of the parties under the terms of article eleven (11) hereof.

44. The member may renew the subscription contract within thirty (30) days of the expiry date of the subscription contract.

45. If the subscription contract is renewed, the points accumulated under the programme will be retained. However, if the member does not renew the subscription contract

within the specified period, the contract will not be tacitly renewed and the remaining points will be permanently lost.

8. Prices and payment terms

46. The price of the subscription is thirty-nine (39) euros inclusive of all taxes at the rate in force on the date of subscription (hereinafter the "subscription price").

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

48. Renewal of the subscription contract triggers a new obligation for the member to pay the price in order to continue to benefit from the programme services for a further period of one (1) year.

49. When you take out a subscription, payment is made online by

- bank card (visa, visa electron, maestro, mastercard) ;
- payment account (Paypal).
- Apple pay
- Klarna

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

51. If the payment of the subscription by direct debit fails due to a problem with the member's means of payment (the expiry of the credit card for example), the member has a period of 30 days to communicate a new valid means of payment to the B&B HOTELS customer service. Failing this, the subscription contract may be unilaterally terminated by B&B HOTELS.

9. Withdrawal

52. In accordance with the Italian Consumer Code (Legislative Decree No. 206/2005 as subsequently amended), the member has the right to withdraw from the contract within fourteen (14) days of signing it, without having to give any reason or pay any penalty.

53. Under the Italian Consumer Code, the member exercises his/her right of withdrawal by sending the attached withdrawal form to the B&B HOTELS customer service department or by sending any other explicit declaration of their decision to withdraw

from these General Terms and Conditions.

54. The member has not the right of withdrawal in the event of the exercise of the right of withdrawal by the same having benefited from any advantages of the subscription and having agreed to both the start of the provision of the services under the subscription and the loss of the right of withdrawal in case of complete performance of such services. In this regard, the services under the subscription are fully performed when the member enjoys any of the benefits of the subscription. In any other case, the member has the right of withdrawal according to this section and, should the member legitimately exercise such right, B&B HOTELS will reimburse the entire amount of the subscription paid at the latest within fourteen (14) days from the receipt by B&B HOTELS of the request for the exercise of the right of withdrawal by the member. B&B HOTELS will carry out the reimbursement using the same means of payment as that used by the member for the subscription, unless expressly agreed to carry out the reimbursement using another means of payment and insofar as the reimbursement does not incur any costs for the member.

10. Members' obligations

55. When taking out a subscription, each member undertakes not to undermine 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.

56. In particular, each Member is obliged to :

- behave fairly towards B&B HOTELS ;
- be honest and sincere in the information provided to B&B HOTELS;
- use the features of the subscription in accordance with its purpose as described in these terms and conditions;
- not to divert the purpose of the programme to commit crimes, offences or contraventions punishable under the Criminal Code or any other law;
- respect the privacy of third parties and the confidentiality of exchanges ;
- respect the intellectual property rights of B&B HOTELS relating to the elements of the programme;
- not to modify the information put online by B&B HOTELS ;
- not to disseminate any data that has the effect of diminishing, disorganising, slowing down or interrupting the normal operation of the programme and the site.

57. Members shall refrain from any behaviour that is contrary to public decency or public order, as well as any act of vandalism, damage or nuisance in connection with the benefits of the programme obtained through membership.

58. Members use the functionalities of the programme accessible on the site and the application under their full and exclusive responsibility.

11. Cancellation of subscription

11.1 Cancellation of the subscription at the member's initiative

59. You may cancel your subscription at any time, but cancellation does not imply any reimbursement, unless otherwise provided by the applicable law. To cancel your subscription, go to your B&me account.

11.2 Cancellation of the subscription at the initiative of B&B HOTELS

60. The subscription may be terminated by B&B HOTELS in the event that the member fails to fulfil his/her obligations under the terms of these general conditions, which may result in particular from non-payment of the price, fraudulent behaviour on the part of the member or non-compliance with the conditions of eligibility for the programme set out in article 3 (lack of legal capacity, etc.).

12. Liability

61. B&B HOTELS may not be held liable if it demonstrates that the non-execution or poor execution of these general conditions is attributable either to the member, or to the act of a third party to the contract, or to a case of force majeure, as defined by French law and jurisprudence.

13. Protection of personal data

62. B&B Hôtels collects and processes the personal data of its members in compliance with the regulations applicable to the protection of personal data, in particular Regulation EU 2016/679 of the European Parliament and of the Council of 27 April 2016 and the amended Data Protection Act.

63. In accordance with the applicable regulations, members have the right to access and rectify their personal data. They may also request that the processing of their data be restricted or, where appropriate, object to their data being processed/withdraw their consent.

64. These rights may be exercised in accordance with the terms and conditions set out in our Privacy Policy.

14. Intellectual property

65. The present terms and conditions do not imply any transfer of property rights of any kind, particularly intellectual property rights, on items belonging to B&B Hôtels to the benefit of the member, who shall in any event refrain from taking any action or performing any act likely to infringe, directly or indirectly, the intellectual property rights of B&B Hôtels.

66. In this respect, it is specified that the content of the site, the general structure as well as the trademarks, drawings, models, images, whether animated or not, texts, photographs, logos, graphic charters, software and programmes, search engines, databases, sounds, videos, domain names, design and all other elements making up the articles and the site or any other information appearing thereon, without this list being exhaustive, are the exclusive property of B& B Hôtels or of partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised to them in accordance with the laws in force.B Hôtels or its partners or third parties who have granted it a licence, and are protected by intellectual property rights which are or will be recognised according to the laws in force.

67. Any reproduction and/or representation, in whole or in part, of any of these elements, without the express authorisation of B&B HOTELS, is prohibited and would constitute, in particular but not exclusively, an infringement punishable by the provisions of the Intellectual Property Code.

15. General provisions

68. If one of the clauses of these general terms and conditions is considered unlawful or unenforceable by a court decision, the other provisions will remain in force.

69. The information provided by the hotels-bb.com site is authentic between the parties. Elements such as the date and time of reception or transmission, as well as the quality of the data received, will be deemed authentic by priority as they appear on the information systems of B&B HOTELS, unless the member provides written proof. The scope of proof of information delivered by the information systems of B&B Hotels is that accorded to an original in the sense of a written paper document, signed by hand.

16. Litigation

16.1 With regard to consumer members

70. These general terms and conditions shall be executed and interpreted in accordance with Italian law. In the event of a dispute, the member should first contact the B&B HOTELS customer service department to obtain an amicable solution.

71. Members are reminded that for any information or complaint, B&B Hotels' customer service is available to members:

- By sending a mail to customerservice-italia@hotelbb.com
- by sending a request via the Contact Form.

72. The competent court for any claim or dispute which may arise out of or relates to these general terms and conditions is the court of the place in which the consumer is domiciled or have his/her residence. It remains understood that nothing in these general terms and conditions will prejudice or limit consumer's right to file a complaint with an alternative dispute resolution institute according to the provisions of the Italian Consumers' Code (Legislative Decree No. 206/2005).

16.2 With regard to professional members

73. The parties shall endeavour to settle amicably any dispute that may arise between them concerning the interpretation, performance or termination of these general terms and conditions.

74. **IN THE ABSENCE OF AN AMICABLE AGREEMENT BETWEEN THE PARTIES WITHIN ONE (1) MONTH OF NOTIFICATION OF THE DISPUTE, THE DISPUTE MAY BE SUBMITTED TO THE COMPETENT COURTS WITHIN THE JURISDICTION OF THE COURT OF MILAN, WHICH ARE EXPRESSLY GIVEN JURISDICTION TO SETTLE THE DISPUTE.**

WITHDRAWAL FORM

(Please complete and return this form only if you wish to withdraw from the subscription contract in accordance with the Italian Consumer Code).

For the attention of :

B&B HOTELS- Customer service- 271, rue du Général Paulet, 29200 Brest.

I hereby notify you that I am exercising my right to withdraw from the B&me Club subscription contract, in accordance with the Italian Consumer Code:

Member's full name :

Member's address :

Subscription date :

Done at :
The :

Signature of member (only if this form is submitted on paper) :