

GENERAL TERMS AND CONDITIONS OF USE

FLAVOURS INSTANT BENEFIT

Last updated 13/05/2020.

PREAMBLE

The FLAVOURS INSTANT BENEFIT loyalty program is a service implemented by LOUVRE HOTELS GROUP, and is accessible, with the same login and the same password, through the Internet on the following booking platforms

- Mobile application "Louvre Hotels Group"
- <https://www.goldentulip.com>
- <https://www.kyriad.com>
- <https://campanile.com>

These platforms (hereinafter collectively referred to as "**Platforms**") are administered by LOUVRE HOTELS GROUP, a simplified joint-stock company, registered with the Nanterre RCS under number 309 071 942, whose head office is located at Tour Voltaire, 1 place des Degrés, 92800 Puteaux / La Défense (hereinafter "**LOUVRE HOTELS**" or "**LHG**").

LOUVRE HOTELS is providing its clients with a Loyalty Program that allows the company to offer a discount to its guests at the time of booking (hereafter known as "**the Program**") :

1. ACCEPTANCE OF TERMS AND CONDITIONS

By enrolling in the Program, the Member acknowledges having read the present Terms and Conditions and accepts them unconditionally, as well as any related documents.

Guests who already have a customer account created on the websites www.kyriad.com, www.campanile.com and www.premiereclasse.com will automatically be able to benefit from the Program Services on the Platforms from the moment they receive an e-mail informing them of the evolution of the proposed Program in relation to their account and inviting them to consult the Program's Terms and Conditions.

2. DEFINITIONS

The terms defined below beginning with capital letters and used in the singular or plural shall have the following meanings :

- "**Account**" : refers to the space made available to a Member on the Platforms following his or her enrollment under the conditions set out in these Terms and Conditions of Use. This Account is strictly personal, individual and non-transferable to a third party. This Account is accessible via the login and password of the Member, it regroups some of its Data and allows it to use the Services.

- **“ Data ”** : refers to information concerning the Member, including personal data, provided directly or indirectly by said Member, particularly during the creation of his or her Account, while making a Reservation or while accessing the Platform. The Member guarantees to provide accurate and up-to-date information, in particular his identity and contact details to LOUVRE HOTELS.
- **“ Personal Data ”** : refers to, under article 2 of the Data Protection Act, *“any information relating to a natural person who is or can be identified, directly or indirectly, by reference to an identification number or to one or more factors specific to them”* and under Article 4 of the General Data Protection Regulation, *“ any information relating to an identified or identifiable natural person (hereafter known as ‘data subject’); an identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to his or her physical, physiological, genetic, mental, economic, cultural or social identity .”* In particular, Personal Data includes data relating to Platform Members enabling their identification.
- **“ Establishments ”** : refers to the establishments, mostly hotels of the LOUVRE HOTELS brand, in which it is possible for a Member to enjoy the benefits of the Program through the Platform, namely :
 - From the website <https://www.campanile.com>, <https://www.kyriad.com> and the LOUVRE HOTELS GROUP mobile app:
 - The Establishments of the Royal Tulip chain
 - The Establishments of the Golden Tulip chain
 - The Establishments of the Tulip Inn chain
 - The Establishments of the Campanile chain
 - The Establishments of the Kyriad chain
 - The Establishments of the Kyriad Direct chain
 - The Establishments of the Première Classe chain
 - On the <https://www.goldentulip.com> website
 - The Establishments of the Royal Tulip chain
 - The Establishments of the Golden Tulip chain
 - The Establishments of the Tulip Inn chain
- **User(s) ”** : refers to persons over 18 at the date of their subscription to the program or deemed capable according to the legislation of their country, regardless of their nationality, residing in France (including DOMTOM) and/or abroad who have subscribed to the Program or created an account and who use the Program Services. Before subscribing to the Program, Members are “ Users ” of the Platform.
- **“ Offer ”** : refers to the list of stays in the framework of the Program in rooms established from the Establishments available on the Platform, responding to a request made by the Guest, including in particular for each possibility: the description of the establishment, the presentation and the particularities of each room, the additional services chosen and the applicable rate.
- **“Eligible Offer(s)”**: refers to the Offers to which the benefits of the Program described in these Terms and Conditions, and in particular article 6.1 apply.
- **“ Booking ”** : refers to the Guest’s action of selecting one or several Offers via the Platform.
- **“ Services ”** : refers to all the interventions, benefits and functionalities offered by LOUVRE HOTELS through the Program under the conditions and limits set out in the Terms and Conditions of Use.
- **“ Enrollment ”** : refers to the action of persons who are of legal age or who are deemed capable according to the legislation of their country, regardless of their nationality, residing in France (including the DOMTOM) and/or abroad, whether prospect or guest, to join the Program under the conditions described in Article 5 of the Terms and Conditions of Use.

3. PURPOSE

The present Terms and Conditions, as well as the documents to which they refer, aim to define the conditions, rights, obligations, responsibilities and limits that are applicable to any use of the Program, by any Member (above and hereafter known as “ **Terms and Conditions** ”)

4. Platform Availability

The Member acknowledges and agrees that, in the present state of technology, LOUVRE HOTELS cannot guarantee continued availability of the Services or of the Platforms.

LOUVRE HOTELS will make its best efforts to make the Platforms available on a continuous basis, except in the case of maintenance operations, updates or as a result of events beyond its control which may create interruptions of services, in whole or in part, significant or insignificant. In cases like these, LOUVRE HOTELS shall take all reasonable measures available to handle these disruptions or disturbances.

5. PROGRAM ENROLLMENT CONDITIONS AND METHODS

5.1 ELIGIBILITY

The Program is offered to any guest, person, of legal age, and / or capable according to the legislation of his country. It cannot be used by legal/corporate entities.

A Member can enroll in the Program only one time; multiple Accounts are prohibited.

LOUVRE HOTELS reserves the right to request any document that can prove the person's identity.

5.2 FREE OF CHARGE

Enrollment in the Program is free of charge.

5.3 PROGRAM ENROLLMENT

5.3.1 HOW TO ENROLL

To enroll and become a Program Member, the user must create an online account on one of the Platforms.

Access and use of the Services are subject to the creation of an Account by the Member who can connect to it through his login - it cannot be anything other than his e-mail address and his password.

The Member is required to provide the requested information. The Member agrees to transmit accurate, true, complete and up-to-date information, particularly concerning his or her identity and contact information.

To confirm his request to create an account in the program, the user must validate the account creation form by accepting the " Terms " or " Terms and Conditions " depending on the Platform used.

The user is then informed by email of the creation of his account.

The definitive validation of the creation of the account entails the full and whole acceptance of the present Terms and Conditions. Once his or her enrollment is confirmed, the Member will be able to access his or her account from the Platforms.

5.3.2 ENROLLMENT DATA

Enrollment in the Program involves the Member filling out the application available online. The following fields are mandatory:

- Gender ;
- Last name ;
- First name ;
- E-mail address ;
- Password.

We recommend that the Member to configure their password as follows : minimum of 8 characters and four different types (uppercase letter, a lowercase letter, a number, a special character.)

Applications containing incomplete or erroneous data shall not be considered.

The Member is responsible for the accuracy of the data that he or she provides and must inform LHG, as soon as possible, of any changes to data.

The Member can update or modify his or her data from his or her Account. In addition, the Member has the possibility to request the termination of his membership to the Program by sending a letter to the following address :

LOUVRE HOTELS GROUP
Tour Voltaire
1, Place des Degrés
92800 Puteaux/La Défense
Or by e-mail : relation@louvre-hotels.com

6. LOOK AND FEEL OF THE Flavours Instant Benefit PROGRAM

The content of the services offered under the Program is as follows :

6.1 5% DISCOUNT

Enrolling in the Program allows the Member making a Reservation on the Platforms to benefit from a 5% discount on the public rate (excluding local taxes and miscellaneous charges).

The Member rate is available on the Eligible Offers in the participating hotels, subject to availability of said rate. This rate can be cumulative with a series of promotional offers. If the Member has booked a “ non-Member ” rate, the 5% discount cannot be applied retroactively.

- Specific clauses linked to the stoppage of the PASS FOR YOU loyalty program

The Pass For You loyalty program from LOUVRE HOTELS GROUP is coming to an end. From July 1, 2020, it will no longer be possible to become a member of the Pass For You loyalty program.

Guests with a Pass For You card that are still valid and have created a “Flavours Instant Benefit” account on the Platforms will benefit from the following rate advantages:

- 10% off the brands Première Classe, Kyriad, Campanile
- 5% off the brands Kyriad Direct, Tulip Inn, Golden Tulip et Royal Tulip (except SPECIAL OFFERS, as defined in Article 6.2).

It should be noted that the benefits of the Pass For You Card cannot be combined with the benefits of the “Flavours Instant Benefit” Program.

All of the benefits from the Pass For You card will apply to cardholders until 12/31/2021.

Please consult the General Terms and Conditions of the Pass For You loyalty program by clicking on the following link: <https://www.passforyou.com/conditions-generales-de-vente>

6.2 SPECIAL OFFERS

LOUVRE HOTELS GROUP reserves the right to occasionally activate special limited-time offers reserved for Members and entailing a 5% initial reduction from a higher percentage.

All of the terms and conditions of use of the Program are applicable to the special offers.

6.3 ACCESS TO RESERVATIONS

The Member has the opportunity to consult and manage his past and future bookings on his Personal Space by clicking on " my bookings ".

6.3 PERSONALIZED BENEFITS THROUGHOUT THE YEAR :

By accepting to join the Program, the Member receives information related to the proper management of their member account (“service” communications) and will receive sales communications directly related to the Program, specifically early access to promotional offers or the possibility of accumulating the member rate with current promotions on certain promotional rates.

7. FORGET YOUR PASSWORD?

If the password of the member account cannot be remembered, LOUVRE HOTELS offers the Member the possibility to recreate the password. To recreate the password, the Member must select the "forgotten password " link accessible on one of the Platforms and then enter the account identifier. An email is then sent to the email address entered by the Member when creating an account indicating the steps to follow to recreate the password.

8. CANCELLATION AND / OR MODIFICATION OF THE PROGRAM

LOUVRE HOTELS reserves the right to cancel the Program or to modify the Terms and Conditions at any time, without compensation, in particular because of the evolving nature of the Services that may be subject to deletion or changes in their features.

The preceding Terms and Conditions of Use shall then be automatically canceled and replaced by the new version that is immediately enforceable against the Member and that mentions the date of the last update, indicated at the top of the Terms and Conditions of Use. To be informed of potential modifications and updates, it is recommended that the Guest consult the Terms and Conditions regularly on the Platforms.

9. CONDUCT

Each Member shall use the Platforms and the Program in a responsible, respectful and courteous manner with respect to the rights of LOUVRE HOTELS and any third party.

By accessing the Program, the Member undertakes and guarantees, in particular, that he or she :

- Has the qualities and skills required to use the Program ;
- Will act in compliance with all provisions of the present Terms and Conditions of Use and to respect these Terms and Conditions of Use ;
- Will comply with all applicable laws including those of the country from which he/she accesses the Platforms ;
- Will communicate accurate, complete and up-to-date information ;
- Will respect the intellectual property rights of LOUVRE HOTELS and any third parties ;
- Will use the Platforms and the Program within the limits of its functionality and purpose.

In addition, the Member agrees not to :

- using the Program's functionalities for purposes not indicated in the Terms and Conditions, or contrary to the Program's purpose, and/or which would undermine the rights of LOUVRE HOTELS or one of its partners, or the rights of a third party ;
- using a false identity or otherwise deceiving anyone ;
- Communicate to LOUVRE HOTELS false, usurped or erroneous information ;
- Download to the Platform(s), post, make accessible or transmit by any means and in particular by email ;
 - content that he or she does not have the right to upload,
 - content that is illegal, prejudicial, threatening, offensive, harassing, tortious, defamatory, vulgar, obscene, contrary to morality, violating the privacy of a person, heinous or derogatory or shocking from a racial, ethnic or other point of view,
 - Any element containing software viruses or other computer codes, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or any telecommunication equipment ;
- Disrupt or interrupt the operation of the Platform(s) or servers or networks connected to the Platform(s), or violate any requirements, procedures, rules or regulations ;
- Access personal data that is not intended for him or gain access to a server to which the Member is not authorized to access ;

- Attempt to probe, scrutinize or test the vulnerability of a system, particularly the Platform's, or to violate security or authentication measures without having received authorization ;
- Impersonate or attempt to impersonate another Member or User or any third party ;
- Harm a person or corporate entity through the Platform(s) ;
- Damage the reputation of LOUVRE HOTELS, the Platform(s), or one or many Members, Users or any third party.

The Member also undertakes not to divulge any personal, professional or confidential information disseminated through the Platform(s) or about the use of the Platform(s) or from third parties.

The Member also abstains from any processing of Personal Data obtained on the Platform(s) or through it and in particular any collection, any unauthorized use, diverted and any act likely to undermine the privacy and personal data or the reputation of one or more of the Members or User(s) or any other person or corporate entity.

10. INTELLECTUAL PROPERTY RIGHTS

Platforms, including all elements included in it, including graphics, images, photographs, animations, clips, texts, logos, software and interfaces (hereinafter the "**Content**") are protected by the intellectual property rights and are the exclusive property of LOUVRE HOTELS, with the exception of trademarks, logos, images, photos and distinctive signs belonging to third companies or third parties.

Any use, including any reproduction, distribution, modification, retransmission or publication of the Content is strictly prohibited without the prior written consent of LOUVRE HOTELS.

It is particularly prohibited to (i) copy, modify, create a derivative work, assemble, decompile (with the exception of cases provided by law), sell, attribute, sublicense or otherwise transfer any rights attached to the Content and to (ii) modify all or part of the Content in order, in particular, to obtain unauthorized access to the Platform.

Accordingly, any reproduction and/or representation, complete or partial, of the Content, without the prior written consent of LOUVRE HOTELS GROUP, is prohibited and constitutes an infringement of the French Intellectual Property Code.

LOUVRE HOTELS GROUP, or any other entitled to these rights, may take any measure or action, including judicial action, in order to have any infringement of its rights stopped, in particular intellectual property rights, and reserves the right to seek damages in the case of such an infringement.

11. PROTECTION OF YOUR PERSONAL DATA

LOUVRE HOTELS, as Data Controller, collects and processes Personal Data provided by Program Members, in compliance with the new General Data Protection Regulations[1] (hereinafter "GDPR") and the French Data Protection Act.[2].[1]

For more information regarding Personal Data Protection, Members and Users are invited to consult the Privacy Policy accessible by clicking on [the following link](#).

12. RESPONSIBILITY

The Member agrees to use the Program and Platforms under his sole responsibility. It is the Member's responsibility to guard against dangers posed by the Internet and to take necessary measures to protect his or her own data (including Personal Data) and/or software from contamination from any possible virus that could affect his or her computer or any other computer hardware that he or she uses or that is in his or her custody.

Thus, the Member is solely responsible for the consequences that may result after disclosing his username and password and the information necessary for the creation of his account, and undertakes to ensure its confidentiality.

The Member is the only person in charge of the data which he communicates to LOUVRE HOTELS during the creation of his account and ensures to provide complete, exact and updated information. Except for Data, LOUVRE HOTELS tries its best to ensure the accuracy of information accessible on the Platform but does not guarantee that the information provided by Establishments or any other third party is accurate, complete or up-to-date.

In case of loss, theft or unauthorized use by a third party of his username or password, the Member must immediately inform LOUVRE HOTELS.

12.2 LOUVRE HOTELS declines any responsibility in the event of interruption of the Platform(s), occurrence of malfunction or any damage or alterations of the Member's or User's equipment, including but not limited to computer equipment or mobile devices following the use or installation of the Platforms.

Furthermore, LOUVRE HOTELS cannot be held responsible for any damage whatsoever, whatever the cause, origin, nature and consequence, resulting in particular from the non-compliant use of these Terms and Conditions by the Member and from the consultation or use of the Platform(s) by a third party.

LOUVRE HOTELS SHALL NOT BE HELD LIABLE FOR ANY CAUSE FOR WHICH THE OPERATIVE EVENT IS THE RESULT OF FORCE MAJEURE, INCLUDING IF SUCH FORCE MAJEURE CONSEQUENCES INVOLVE ONE OF ITS SUBCONTRACTORS, AND ANY EVENT OUT OF ITS EXCLUSIVE CONTROL.

In addition, LOUVRE HOTELS informs the Member that it reserves the right, at any moment and for any reason, to use any means necessary to suspend or remove, without notice, full or partial access to the Platform and, in particular for any conduct, manifest or presumed, deemed to be in explicit or implicit violation of all or part of the Terms and Conditions (including the Privacy Policy), without prejudice to any damages, that LOUVRE HOTELS reserves the right to seek compensation from the Guest for any damage suffered.

13. SURVIVAL

The stipulations of the Terms and Conditions which by their nature or their wording are intended to continue to be applied after the termination of the use of the Platform(s) for any reason whatsoever as well as the stipulations of the " Liability ", " Protection of Personal Data " and " Intellectual Property Rights " articles, will remain in effect for the duration needed to serve their purpose.

14. NULLITY -- TITLES

If one or several stipulations of the Terms and Conditions are deemed to be invalid or declared as such under any law, regulation or following a definitive ruling by a competent court, the other stipulations shall retain their force and scope.

In the event of a difficulty in interpretation arising between any of the titles heading the clauses, and any of the clauses, the titles shall be discarded and the content of the clause in question shall prevail.

15. APPLICABLE LAW

The present Terms and Conditions and the documents they refer to are governed by French law.

In the event of a dispute, the Member agrees to first contact LOUVRE HOTELS in order to attempt to amicably resolve any conflict that may arise concerning the Terms and Conditions.

If there is not an amicable agreement within a 30-day period following the letter initiating such an amicable settlement process, any dispute relating to the existence, interpretation, execution or breach of the Terms and Conditions, even in case of plurality of defendants, will be subject (except exclusive jurisdiction recognized to a different jurisdiction, notably the court of first instance of Paris in matters of the right of the intellectual property) : (i) in the event of dispute with a merchant, with the business court of Paris ; (ii) in the event of a dispute with a non-merchant, to the territorially competent French court.

[1] [1] Regulation (EU) 2016/679 of the European Parliament and Council of April 27, 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data and repealing Directive 95/46/EC (General Data Protection Regulation)

[2] French Law no. 78-17 of January 6, 1978 regarding data processing, files and individual freedom