

**TERMS AND CONDITIONS**  
**FLAVOURS INSTANT BENEFIT**

Last update June 18, 2018.

**PREAMBLE**

The LOUVRE HOTELS GROUP online reservation platform, accessible via the Internet at <https://www.goldentulip.com> (hereafter known as the “**Platform**”) is managed by LOUVRE HOTELS GROUP, a simplified joint stock company, registered with the Nanterre RCS (Registry of Trade and Companies) under no. 309 071 942, whose headquarters are located at Village 5 – 50 Place de l’Ellipse, 92081 Paris La Défense, France (hereafter known as “**LOUVRE HOTELS**” or “**LHG**”).

LOUVRE HOTELS is providing its clients with a new 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 all related documents.

**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 Platform following his or her enrollment under the conditions laid down in these Terms and Conditions. This Account is strictly personal, individual and non-transferable to a third party. This Account is accessible via the username (login) and password of the Member in question, gathers some of his or her data and allows the Member to use 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 accurate and up-to-date information to LOUVRE HOTELS, in particular his or her identity and contact information.
- “**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.

- **“Hotel ”**: refers to LOUVRE HOTEL brand establishments for which it is possible for a Member to enjoy the benefits of the Program via the Platform, namely:
  - o Hotels in the Royal Tulip chain;
  - o Hotels in the Tulip Inn chain;
  - o Hotels in the Golden Tulip chain.
- **“ Member(s) ”**: refers to natural persons of legal adult age on the date of their enrollment in the Program, or those deemed capable according to their country’s legislation, residing in France (overseas departments and territories included) and/or abroad having enrolled in the Program, and who are using the Program. Before enrolling in the Program, Member are Platform “users”.
- **“ Offer ”**: refers to, for the purposes of the Program, the list of hotel room stays, established on the basis of Hotels available on the Platform, responding to a request made by the Guest, containing, in particular, for each possibility: the description of the property, the presentation and characteristics of each room, the additional benefits chosen and the applicable rate.
- **“ Reservation ”**: refers to the Guest’s action of selecting one or several Offers via the Platform.
- **“ Services ”**: refers to all operations and functions proposed by LOUVRE HOTELS via the Program within the conditions and limits laid down in the Terms and Conditions.
- **“Enrollment ”**: refers to the action, for natural persons of legal age or deemed capable, according to their country’s legislation, whatever their nationality, residing in France (overseas departments and territories included) and/or abroad, whether they are prospect client or guest, of becoming a member of the Program under the conditions described in Article 5 of the Terms and Conditions.

### **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 accepts that in the present state of technology, LOUVRE HOTELS cannot guarantee continuous availability of Services or of the Platform.

LOUVRE HOTELS shall make its best effort to make the platform available on an ongoing, continuous basis, except in the case of maintenance operations, updates or following events that are out of its control leading to complete or partial service disruptions, or small to large disturbances. 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 all guests who are natural persons, of legal adult age and/or capable according to their country's legislation. It cannot be used by legal/corporate entities.

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

LHG 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**

The only way to enroll is online, via <http://www.goldentulip.com>.

To sign up online and become a Member of the Program, the user must create an account from the Platform by clicking on "Loyalty Program" tab in the menu, then on the "sign up" button, located at the top righthand side of the welcome page.

The Platform user is also invited to become a Member after completing a reservation by clicking on "sign up".

Access to and use of Services are contingent on the creation of an Account by the Member, who will be able to log in with his or her username, which can only be his or her email address, and 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. In the case of failure to answer completely and sincerely for all information requested during the creation of the Account, LOUVRE HOTELS can refuse said creation.

Once his or her enrollment is confirmed, the Member will be able to access his or her account.

#### **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;
- Nationality (select country from the drop-down menu);
- Telephone number;

- Country (select from the drop-down menu);
- Password

We recommend that the Member choose a password according to the following criteria: minimum of eight characters and two different types (one uppercase letter and one number).

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 the data.

The Member can update or modify his or her data from his or her Account. Moreover, the Member can request the deletion of his or her Account by writing to the following email address:

LOUVRE HOTELS GROUP

Village 5

50 Place de l'Ellipse

CS 70050

92081 La Défense Cedex, France

By enrolling in the Program, the Member has the opportunity to receive communications from LOUVRE HOTELS GROUP.

## **6. LOOK AND FEEL OF THE FLAVOURS INSTANT BENEFIT PROGRAM**

### **6.1 5% DISCOUNT**

Enrollment in the Program allows the Member who makes a Reservation on the online Platform to benefit from a 5% discount, regardless of room type selected, on a series of Offers listed below:

- Reservation without requested prepayment:
  - Any room Reservation made without prepayment, cancelable and refundable according to the terms set individually by each Hotel;
  - Any room reservation including breakfast, made without prepayment, cancelable and refundable according to the terms set individually by each Hotel;
  - Any room reservation including the phrase "all-inclusive", made without prepayment, cancelable and refundable according to the terms set individually by each Hotel;
- Reservation with request for prepayment:
  - Any prepaid room Reservation, non-cancelable and nonrefundable;
  - Any prepaid room reservation including breakfast, non-cancelable and nonrefundable;
  - Any prepaid room reservation including the phrase "all-inclusive", non-cancelable and nonrefundable;

## **6.2 ACCESS TO RESERVATIONS**

The Member can consult and manage past and future reservations in his or her Account by clicking on the “my account” button.

The Member can also consult his or her receipts.

## **6.3 PROGRAM TERMINATION AND/OR MODIFICATION**

LHG Group reserves the right to terminate the Program or to modify it at any moment, without compensation, subject to Member notification by post, email, hotel signage or online, with at least one month’s notice. Modifications may include, among other things:

- Benefits;
- Terms and Conditions;
- Program terms of use;

## **7. TECHNICAL INTERMEDIARY**

The Member acknowledges and accepts that LOUVRE HOTELS, as a technical service provider, has no control over data and content transmitted, and, accordingly, LOUVRE HOTELS can neither verify nor guarantee the accuracy or comprehensiveness of Offers and information transmitted by the Hotels that it makes available on the Platform.

Additionally, as a technical intermediary, LOUVRE HOTELS has no control over and does not track or validate Reservations.

Accordingly, LOUVRE HOTELS guarantees neither the accuracy, nor legality, nor lawfulness, nor quality of this data and content.

If LOUVRE HOTELS becomes aware of any wrongfulness pertaining to the data and content, whatever it may be, LOUVRE HOTELS reserves the right to proceed, at its discretion, to its immediate removal from the Platform.

Guests are invited to alert LOUVRE HOTELS to any fraudulent use of the Platform that they may be aware of, in particular any content that would contravene the prohibitions stated in the Terms and Conditions or more generally any applicable laws and regulations.

## **8. CONDUCT**

Every member must use the Platform and the Program responsibly, with respect and courtesy for the rights of LOUVRE HOTELS and all third parties.

By having access to the program, the Member commits to, in particular:

- having the qualifications and skills necessary for using the Program;
- acting in compliance with all provisions of the present Terms and Conditions and to respect these Terms and Conditions;
- respecting all applicable laws including those in effect in countries where he or she is accessing the Platform;

- communicating accurate, complete and up-to-date information;
- respecting the intellectual property rights of LOUVRE HOTELS and potential third parties;
- using the Platform and the Program within the scope of its functionality and its purpose.

Moreover, the Member shall abstain from, in particular:

- 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;
- communicating false, stolen or erroneous contact details and information to LOUVRE HOTELS;
- uploading to the Platform, posting, making accessible or transmitting by any means and, particularly, by electronic mail:
  - 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 codes, files or computer files designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment;
- interfering or interrupting the functioning of the Platform or of servers or networks connected to the Platform, or violating the requirements, procedures, policies or regulations;
- accessing personal data which are not meant for him or her or entering a server that the Member is not authorized to access;
- attempting 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;
- stealing or attempting to steal the identity of another client or any third party;
- harm a natural person or legal entity via the Platform;
- violate the reputation of LOUVRE HOTELS, of the Platform, or of any other Professional or Private Guests or any third party.

The Member shall also commit to not divulging any personal, professional or confidential information published on the Platform or of which he becomes aware by using the Platform or which originates from a third party.

The Member shall refrain, a fortiori, from any processing of Personal Data obtained on the Platform or by way of it and, in particular, from any data collection or unauthorized, fraudulent use and from any action likely to interfere with the private lives or reputation of one or several other users or any other natural person or legal entity.

## **9. INTELLECTUAL PROPERTY RIGHTS**

The Platform, including all of its constituent elements, in particular graphic designs, images, photographs, entertainment, clips, texts, logos, software and interfaces (hereafter known as the “**Content**”) is the sole property of LOUVRE HOTELS and is protected by intellectual property rights, with the exception of brands, logos, images, photographs and distinctive signs belonging to external 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, is prohibited and constitutes an infringement of the French Intellectual Property Code.

LOUVRE HOTELS, 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.

## **10. COOKIES**

Cookies are pieces of information stored on a web user’s computer hard drive and used by the Platform to send information to the web browser, enabling the browser to send information back to the original web site.

The configuration of the browsing software enables detection of the presence of a cookie and the refusal of the cookie.

However, certain Platform functions shall no longer be available for use if the Member refuses the installation of cookies.

## **11. HYPERLINKS**

Any creation of hyperlinks to the Platform, any framing of the Platform, and, more generally, any use of elements comprising the Platform, is subject to the prior written consent of LOUVRE HOTELS, which may be revoked at any time at its sole discretion.

LOUVRE HOTELS shall not be held responsible for the content of sites to which Guests are redirected via hyperlinks.

## **12. PROTECTION OF YOUR PERSONAL DATA**

LOUVRE HOTELS collects the personal data of Members, particularly by means of Account creation and subscriptions to the newsletter.

LOUVRE HOTELS agrees to make every effort to ensure that user data, in particular personal data, stay confidential. LOUVRE HOTELS shall share it only with its partners and subcontractors in accordance with applicable regulations. LOUVRE HOTELS asks them, as such, to keep this data confidential.

## **13. RESPONSIBILITY**

The Member acknowledges using the Platform under his or her 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.

The Member takes sole responsibility for his or her means of access to the Internet and to the Platform.

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 Hotels or any other third party is accurate, complete or up-to-date.

Moreover, LOUVRE HOTELS declines any responsibility in the event of Platform interruption, malfunctioning or any damage resulting from fraudulent actions of third parties or Guests.

Furthermore, LOUVRE HOTELS shall in no event be held responsible for any damage, whatever the cause, origin, nature and consequence may be, arising from the improper use of the present Terms and Conditions by the Member and from the consultation or use of the Platform 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.

## **14. CHANGES TO THE TERMS AND CONDITIONS**

The Terms and Conditions may be subjected to updates on behalf of LOUVRE HOTELS. The preceding Terms and Conditions shall then be automatically canceled and replaced by a 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. To be informed of potential modifications and updates, it is recommended that the Guest consult the Terms and Conditions regularly.



## **15. SURVIVAL**

The stipulations of the Terms and Conditions, which by their nature and their formulation should continue to apply after termination of use of the Platform for any reason whatsoever as well as the stipulations of the “Responsibility”, “Protection of Personal Data” and “Intellectual Property Rights” articles, shall stay in effect as long as it takes to serve their purpose.

## **16. 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.

## **17. 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.

IN THE ABSENCE OF AN AMICABLE AGREEMENT WITHIN THE 30 DAYS FOLLOWING THE LETTER INITIATING SUCH AN APPROACH, ANY DISPUTE RELATING TO THE EXISTENCE, INTERPRETATION, EXECUTION OR BREACH OF THE TERMS AND CONDITIONS, EVEN IN THE CASE OF MULTIPLE DEFENDANTS, SHALL BE SUBJECT (EXCEPT EXCLUSIVE COMPETENCE RECOGNIZED BY A DIFFERENT JURISDICTION, IN PARTICULAR AT THE HIGH COURT OF PARIS REGARDING INTELLECTUAL PROPERTY LAW): (i) IN THE EVENT OF A DISPUTE WITH A MERCHANT, AT THE COMMERCIAL COURT OF PARIS; (ii) IN THE EVENT OF A DISPUT WITH A NON-MERCHANT, AT THE FRENCH COURT WITH TERRITORIAL JURISDICTION.