

LOYALTY CLUB TERMS AND CONDITIONS

1. GENERAL PROVISIONS

1.1. These Terms and Conditions apply to all Club Members who joined the Loyalty Program from 15 June 2025, as well as participants of the Diamond Card Club who automatically became members of the Diamond Loyalty Club. The Loyalty Program is introduced for an indefinite period, until it is possibly suspended or terminated by the Organizer in accordance with these Terms.

1.2. The Terms specify the rules of participation in the Program, and the rights and obligations of both the Organizer and the Club Members.

1.3. The following terms used in the Terms and Conditions shall be understood as defined below:

a) **Club Member** – a natural person who is at least 18 years old and who has the ability to make reservations at the Spa & Wellness Hotel Diament Ustroń and the Hotel Diament Uzdrowisko (Organizer's properties).

b) **Organizer** – Hotele Diament S.A., headquartered in Gliwice 44-100, ul. Dąbrowskiego 50, NIP 645-000-06-06, KRS 0000355866.

c) **Club** – the loyalty program organized by the Organizer, intended exclusively for Club Members, aimed at rewarding their loyalty by granting specific Benefits.

d) **Benefits** – include Dedicated Offers, discounts and rebates for the purchase of services provided by the Organizer, as well as other privileges granted to the Club Member, which may be used in accordance with these Terms.

e) **Dedicated Offers** – a type of Benefit granted to Club Members through automated decision-making, including profiling, carried out by the Organizer on the basis of information about the reservation activity of the Club Member in the Organizer's properties. This data may include, among others: e-mail address, dates and location of stays, terms of purchased offers, date of birth, information about reservation cancellations, and payment data. Based on this information, purchasing preferences and interests of the Club Member are automatically assessed, allowing the preparation and presentation of a personalized Dedicated Offer. The Offer may be presented electronically by sending it to the e-mail address provided by the Club Member (if the Organizer has the Member's consent to send commercial information) or directly in the booking system on the Organizer's website, after the Member logs in. Profiling is a functional element of the Program and constitutes an integral part of granting Benefits within the Club.

f) **Terms and Conditions** – these Terms and Conditions.

HOTELE DIAMENT S.A.

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REGON: 270521860

Sąd Rejonowy w Gliwicach, X Wydział Gospodarczy KRS 0000355866
Kapitał Zakładowy: 78 600 000,00 PLN
Konto bankowe: ING Bank Śląski S.A. nr: 35 1050 1298 1000 0023 3871 4807

2. TECHNICAL REQUIREMENTS

2.1. Participation in the Club requires access to an active e-mail account and the ability to use an internet connection.

2.2. To obtain assistance or answers to any questions, please contact the Organizer.

3. RULES OF PARTICIPATION IN THE CLUB

3.1. **ENROLLMENT:** Enrollment in the Club by participants of the Diamond Card Club takes place automatically, except for participants whose enrollment requires completion of personal data. Adding to the Club is possible after completing the form on the Booking Engine at diamentustron.pl, where the Loyalty Program Terms are available.

3.2. **RIGHTS AND OBLIGATIONS OF THE CLUB MEMBER:** The Club Member is obliged to comply with the provisions of these Terms and to provide true and current data, including personal data which they are authorized to use. The Club Member also undertakes to refrain from any actions contrary to applicable law or good practices. The Club Member has the right to use the Benefits granted to them under the conditions specified in these Terms, provided they make reservations in the manner specified by the applicable Program. To ensure correct allocation of Benefits, the Club Member should use the same e-mail address or log in to the Program. In the case of technical problems or the need to update data, the Club Member has the right to contact the Organizer. Granted Benefits may not be sold, transferred, or assigned to third parties.

3.3. **WITHDRAWAL:** The Club Member may resign from Club membership at any time after logging in to the reservation system website of the Organizer's property.

3.4. **TERMINATION:** The Organizer reserves the right to temporarily suspend or fully terminate the operation of the Club at any time for justified reasons. This particularly concerns the need to adapt the Club's rules to changes in the technical environment, operational considerations, changes in the services offered under these Terms, as well as in the event of changes in the law. Suspension or termination of the Club does not affect rights acquired by the Club Member prior to the suspension or termination date. In the event of a decision to suspend or terminate the Club, the Organizer undertakes to inform Club Members in advance by e-mail.

4. BENEFITS

4.1. Benefits awarded to the Club Member include Dedicated Offers and discounts and rebates granted by the Organizer. The scope and form of Benefits may change over time and depend on the individual activity of the Club Member, which influences the personalization of Dedicated Offers. Detailed profiling criteria are defined in the description of Dedicated Offers. Benefits in the form of fixed discounts or rebates may be periodic or one-time.

BENEFIT LEVELS FOR CLUB MEMBERS:

1. Diamond – activation by subscribing to the newsletter:

- 5% discount on stays compared to public rates – applies to offers available on the Hotel's website;
- Welcome drink served upon check-in;
- Possibility of early check-in and late check-out, subject to room availability;

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- Access to non-public offers – more favorable booking terms available exclusively for Club Members.
2. **Diamond Plus – after completing a minimum of 10 room nights (RNs) in Diament Hotels in Ustroń within a calendar year:**
- 10% discount on stays compared to public rates – for offers available on the Hotel’s website;
 - 10% discount in the Atmosfera Restaurant – for à la carte dishes;
 - 10% discount on entry to the Bunker of Puzzles;
 - 5% discount on SPA services;
 - Bathrobes and slippers for each Guest in the room;
 - Free room upgrade to a higher standard, subject to room availability;
 - Possibility of early check-in and late check-out – subject to room availability;
 - Access to non-public offers – more favorable booking terms available exclusively for Club Members.
3. **Diamond Premium – after completing a minimum of 15 RNs in Diament Hotels in Ustroń within a calendar year:**
- 15% discount on stays compared to public rates – for offers available on the Hotel’s website;
 - Priority check-in and check-out – priority service at the reception;
 - 15% discount in the Atmosfera Restaurant – for à la carte dishes;
 - 15% discount on SPA treatments;
 - 15% discount on entry to the Bunker of Puzzles;
 - Bathrobes and slippers for each Guest in the room;
 - Welcome treat from the Hotel: basket of fresh fruit and a bottle or glass of wine in the room;
 - Free room upgrade to a higher standard, subject to room availability;
 - Possibility of early check-in and late check-out – subject to room availability;
 - Access to non-public offers – more favorable booking terms available exclusively for Club Members.

RULES FOR ALLOCATING BENEFITS BASED ON RNs USED:

Room nights used by the Club Member are counted within a given calendar year. If, in a given year, the Club Member reaches the Diamond Premium level, i.e., a minimum of 15 RNs, they will receive the benefits package assigned to that level in the following year. However, if in the following year the required number of nights for the Diamond Premium level is not met, the Club Member will start the next year with the benefits package assigned to the Diamond Plus level.

The same principle applies to the Diamond Plus level. Reaching the Diamond Plus level, i.e., a minimum of 10 RNs in a given calendar year, results in granting benefits appropriate to this level in the following year. If the condition is not met in the next year, the Club Member moves to the Diamond level.

4.2. If discounts or rebates apply within a specified time period, they must be used during that period. After its expiry, granted Benefits become invalid and cannot be redeemed.

5. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

5.1. The Organizer reserves the right to update the catalog of Benefits. However, these changes may not infringe the rights of the Club Member or prevent the realization of Benefits that have already been granted.

5.2. The Organizer undertakes to act in accordance with the provisions of these Terms and Conditions.

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6. LIABILITY

6.1. The Organizer shall be liable for its acts or omissions within the limits of applicable law and undertakes to comply with regulations regarding the protection of consumer rights.

6.2. The Organizer and the provider of the booking engine available on the property's website shall not be liable for: incorrectly entered data by the Club Member; lack of Internet access or limited availability thereof; limitations or improper functioning of the software or devices belonging to the Club Member and used to make reservations; damages and lost benefits incurred by the Club Member as a result of actions or omissions of third parties beyond the Organizer's or booking engine provider's control; damages and lost benefits arising from force majeure; issues related to payments processed via external payment channels.

6.3. Exclusions or limitations of liability provided for in these Terms shall not apply in cases where – in accordance with mandatory provisions of law – the exclusion or limitation of liability is not permitted. In particular, these provisions do not apply to damages caused intentionally.

6.4. All claims shall be subject to the statute of limitations in accordance with applicable law.

7. COMPLAINTS

7.1. The Club Member has the right to file a complaint, which will be reviewed by the Organizer within 14 days from the date of its receipt. Complaints should be submitted in writing – by post or electronically – to the address: ustron@hotelediamant.pl. The complaint should include the following details of the Club Member: name, surname, e-mail address, and a detailed description of the reported issue.

7.2. The Organizer will reply within 14 days from receipt of the complaint, in the same form in which it was submitted.

8. PERSONAL DATA AND PRIVACY

The rules for processing personal data and the conditions for privacy protection are set out in the Privacy Policy available on the Organizer's website at the following URL:

<https://www.diamentustron.pl/polityka-prywatnosci>

9. FINAL PROVISIONS

9.1. The Organizer reserves the right to make amendments to the Terms and Conditions. Such amendments shall not take effect earlier than 14 days after notifying the Club Members about their introduction. Information about the changes will be sent electronically to the e-mail address assigned to the Club Member's account.

9.2. In the event of a violation of law, any person with such knowledge is obliged to immediately inform the Organizer.

9.3. In matters not regulated by these Terms, the relevant provisions of Polish law shall apply.

9.4. Any disputes between the Organizer and a Club Member who made a reservation not as a consumer shall be resolved by the court with jurisdiction over the Organizer's registered office.

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9.5. The governing law for these Terms and Conditions is Polish law, and their interpretation shall be based on the version prepared in Polish.

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