

Dr Irena Eris

HOTELE SPA

KLUB PRZYJACIÓŁ

Terms and Conditions of the "Hotele SPA Dr Irena Eris Friends Club"

1. GENERAL PROVISIONS

1. This document ("Terms and Conditions") sets out the rules of the "Dr Irena Eris Spa Hotels Friends Club" loyalty program ("the Programme") and the conditions for participation in the Programme
2. "Website" as referred to in these Terms and Conditions shall mean the Hotel's website at www.drirenaerisspa.com
3. The Terms and Conditions of the Programme are available on the Website and in the Organisers' offices.
4. The Programme is organised and managed by:
Hotel SPA Dr Irena Eris Wzgórza Dylewskie Sp. z o.o. with its registered office in Warmińsko-Mazurskie Voivodeship, Ostródzki District, Ostróda Commune, Wysoka Wieś no, 14-100 Wysoka Wieś, KRS 0000193021, REGON 519594816, NIP: 741-19-49-873,
Hotel SPA Dr Irena Eris Krynica Zdrój Sp. z o.o. with its registered office in Małopolskie Voivodeship, Nowosądecki District, Krynica-Zdrój Commune, Krynica-Zdrój, ul. Czarny Potok 30, 33-380 Krynica Zdrój, KRS 0000031910, REGON 492005631, NIP 734-27-31-911.
Hotel SPA Dr Irena Eris Polanica Zdrój Sp. z o.o. with its registered office in Polanica Zdrój, Dolnośląskie Voivodeship, Kłodzki District, Polanica-Zdrój Commune, Polanica-Zdrój Town, ul. Dębowa 19 B, 57-320 Polanica Zdrój, KRS 0000453189, REGON 146561426, NIP 521-36-44,
Hotele SPA Dr Irena Eris Sp. z o.o., with its registered office in Warsaw, ul. Merliniego 5/3, registered in the District Court for the capital city of Warsaw in Warsaw, 13th Commercial Division of the National Court Register, under number KRS: 0000222012, NIP: 521-33-11-100, hereinafter jointly referred to as the „Organiser”.
5. The Programme is based on bonus sales rules, under which the Participant is entitled to receive discount vouchers and special offers in connection with the purchase by the Participant of hotel services provided by the Organisers (the "Services") - members of the Dr Irena Eris SPA Hotels chain (the "Hotels") and participation in the Programme. The aim of the Programme is to promote the Services offered by the Organiser.
6. The Programme is organised in the territory of the Republic of Poland.
7. The Programme will run for an indefinite period with 3 months' notice. The notice of termination will be published on the Website.
8. Any changes to the Terms and Conditions shall be announced 30 days in advance on the Website. The Participant's consent to the change of the Terms and Conditions shall be deemed confirmed if, within 30 days from the date of the Organiser's announcement, the Participant does not terminate participation in the Programme.
9. In the relations with the Programme participants the Organiser is represented by Hotele SPA Dr Irena Eris Sp. z o.o., 02-595 Warszawa, Merliniego 5/3, e-mail address: klub@DrIrenaErisSpa.com.

10. Complaints concerning the conduct of the Programme may be submitted in writing to the Organiser's address within the duration of the Programme and within 30 days from the date of completion of the Programme, with an annotation "Complaint". The right to lodge a complaint concerning the conduct of the Programme shall be vested only in the Programme Participants. A written complaint should include: name and surname of the Participant, mailing address, as well as a detailed description and indication of the reason for the complaint. Objections must be accompanied by the relevant receipts or bills for which vouchers have been issued. Complaints shall be considered by the Organiser within 14 days of their delivery to the Organiser. The Participant will be notified of the Organizer's decision by registered mail sent to the Participant's address given in the complaint within 7 days from the date of considering the complaint.

2. ACCESSION TO THE PROGRAMME

1. A Participant of the Programme may be a natural person (the "Participant") who is of legal age and has full legal capacity.
2. Joining the Program is tantamount to acceptance by the Participant of the provisions of these Terms and Conditions.
3. Employees of the Organiser and associates of the Organiser, as well as members of their immediate family cannot participate in the Programme. Spouse, children, parents and siblings are considered members of the immediate family.
4. A person meeting the conditions described in clause 2.1. subject to clause 2.3. of the Terms and Conditions, may join the Programme at any time during its term. In order to do so, please fill in the registration form for participation in the Programme (the "Registration Form") at the Hotel.
5. A person joining the Programme shall be obliged to provide current details in the Registration Form in accordance with the actual state of affairs.
6. In the event of a change in any of the details provided in the Registration Form, the Participant shall be obliged to update them within 14 days of such change taking place.
7. The Organiser shall not be liable for any false data provided by a person joining the Programme or for the Participant's failure to update the details accordingly.
8. The Registration Form will be entered into the hotel system.
9. The Participant may at any time withdraw from the Programme by making an appropriate declaration at the Hotel, in the event of withdrawal, the points accumulated by the Participant will be redeemed and there will be no equivalent for them.
10. Information about the Programme will be available at the Hotel, as well as at www.drirenaerisspa.com and may be sent to the Participant's e-mail address provided in the Registration Form upon his/her express request.
11. For important reasons, the Organizers may terminate the Participant's membership in the Programme at any time. Important reasons are deemed to be the commission of criminal acts aimed at obtaining benefits from participation in the Programme and the commission of other criminal acts in connection with participation in the Programme, as well as other acts grossly inconsistent with the provisions of these Terms and Conditions. Termination must be made in writing, stating the reason for termination of participation in the Programme. The Participant shall have the right to appeal against the notice of termination within 14 days from the date of receipt of the notice of termination by sending a written appeal with grounds to the Organiser's address given in clause 1.9 with the annotation: "Hotele Spa Dr Irena Eris Klub Przyjaciół".

3. PROGRAMME PARTICIPATION RULES

1. From the moment of joining the Programme until its termination, the Participants receive special offers, which are published on the website after entering a dedicated offer code.
2. Special offers are also available to the participants in phone and e-mail reservations at the Hotel, after indicating that one is a member of the club.
3. The Organiser reserves the right to change special offers or close them.
4. The Participant shall receive the code by electronic means.

5. Participants who reach a certain amount of the account during the stay receive discount vouchers. Detailed thresholds and a description of discount vouchers are published on the DrIrenaErisSpa.com hotel website in the section entitled "Rules for receiving vouchers in the loyalty programme".
6. Discount vouchers are issued by reception staff for services purchased at the hotel, paid in cash, by card, bank transfer during the stay after paying for the stay.
7. Discount vouchers do not apply to the purchase of vouchers or group stays. Discount vouchers are issued only for a stay booked directly at the Hotel: by phone, e-mail or via the website DrirenaErisSpa.com
8. Discount vouchers can be used during a subsequent stay in one of the three Hotels, during the validity period of the voucher.
9. The discount voucher may only be used during a stay that was booked directly at the Hotel by phone, e-mail or via the Hotel's website.

4. PERSONAL DATA

1. The co-controller of the Participant's personal data will be the Organisers. The controller has appointed a Data Protection Officer, who can be contacted at iod@drirenaeris.com.
2. Providing data is voluntary and is a condition of registration in the "Dr Irena Eris SPA Hotels Friends Club" Programme, and failure to provide such data will prevent registration in the Programme. The data will be processed for the purposes of the "Hotels SPA Dr Irena Eris Friends Club" Programme (legal basis: processing necessary for the performance of the contract), marketing (legal basis: legitimate interest of the controller) and asserting and pursuing possible claims (legal basis: legitimate interest of the controller)
3. Data will be stored until the termination of the Dr Irena Eris Hotel SPA Dr Irena Eris Friends' Club Programme and the lapse of any claims.
4. The Participant shall have the right to demand access to their personal data, their rectification, deletion, restriction of processing and their portability. The Participant shall have the right to object to the processing, to lodge a complaint with the supervisory authority and to withdraw consent at any time without prejudice to the lawfulness of the processing on the basis of consent prior to its withdrawal.
5. The Participant has the right to object to the processing of his/her personal data on the basis of the legitimate interest of the controller, as well as to the processing of his/her personal data for marketing purposes.
6. By joining the Programme, the Participant agrees to receive from the Organiser commercial and marketing information related to the Programme sent via electronic mail.

5. FINAL PROVISIONS

1. The rules of the Programme are set forth exclusively in these Terms and Conditions and provisions of Polish law. Any promotional and information materials are provided for information purposes only.
2. These Terms and Conditions come into force on 25 May 2018.
3. Date of the latest revision of the Terms and Conditions: 25 May 2018.