

TERMS AND CONDITIONS OF THE CUSTOMER LOYALTY PROGRAM

"MORE"

valid from 1 May 2021

I. Description of the Program

The "MORE" Customer Loyalty Program is run by the following companies: DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k. ul. Pułaskiego 18-20, 81-762 Sopot, UNICUS DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k., ul. Pułaskiego 18-20, 81-762 Sopot, ALTUS HOTEL MIĘCZKOWSKI Sp. k., ul. Pułaskiego 18-20, 81-762 Sopot ("Organizer") and it aims to enable its Members to access the benefits described below during their stays in hotels of the Dobry Hotel Group participating in the Program.

The Program is subject to the following Terms and Conditions ("Terms and Conditions of the Customer Loyalty Program MORE"). The Terms and Conditions are available on the website www.dobryhotel.com ("Program website"). The Organizer reserves the right to change them at any time. The modified Terms and Conditions will become effective the day they are posted on the Program website and will be deemed accepted without reservation by any Member who views the Program website after they are posted. The binding Terms and Conditions are those present on the date of navigation on the Program.

II. Definitions

Organizer – The Organizer of the Program are the following companies: DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k. ul. Pułaskiego 18-20, 81-762 Sopot, UNICUS DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k., ul. Pułaskiego 18-20, 81-762 Sopot, ALTUS HOTEL MIĘCZKOWSKI Sp. k., ul. Pułaskiego 18-20, 81-762 Sopot.

Program – Customer Loyalty Program "MORE".

Member – a participant of the "MORE" Program, who joined the Program under the terms and conditions described below.

Points account – client's account in the "MORE" information system, for collecting guest's points, as part of membership in the Program.

Group's Facility – a hotel where Program Members will be able to benefit from the service adding at the same time points to their account; afterwards they will be able to redeem the accumulated points by obtaining a reward. The list of the Group's Facilities includes hotels presented at www.dobryhotel.com, exclusive of hotel Moxxy Warsaw Praga.

When a hotel joins the Dobry Hotel chain or when a hotel starts participating in the Program, only stays in the hotel after joining the Program will entitle the guest to points and to other benefits of the Program.

Reward or Benefit – Any benefit, defined as a service or item that a Member may receive as a result of his/her participation in the program.

Points balance – the number of points accumulated by the Member in the Program.

Program website – the Program website at www.dobryhotel.com

Welcome Points – the number of points a Member receives for joining the Program.

Voucher – a printed or electronic document with an individual serial number entitling to benefit from the services offered by the Organizer, i.e. hotel or catering services within a maximum time limit specified in the Voucher, in accordance with the present Terms and Conditions;

Individual User Number – a number identifying the Member of the Program, assigned to the Member after his/her registration in the Program.

RODO - Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 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 - GDPR).

Personal data is any information relating to an identified or identifiable natural person. Information that, when combined, can lead to the identification of an individual also constitutes **personal data**.

Privacy policy is an appropriate document to meet information obligations under the Personal Data Protection Act, the Telecommunications Act, as well as the RODO Regulation.

III. Conditions for joining the program.

1. Only natural persons of full legal age and legal capacity may become Program Members.
2. To join the Program it is necessary to register on-line on the Program website or register at any Group's Facility and confirm by activation of the link received to the Member's e-mail address.
3. In case of changes of any data, shared in order to join the Program, the Member is obliged to inform the Organizer about these changes within 14 days from the date of occurrence of such change. If no notice of data change is given, the Organizer will act under these Terms and Conditions taking into account the available data, which in any doubt shall be deemed effective.
4. The Organizer shall not be held responsible for the fact that the Member provided false or incomplete data or provided data of another person.
5. The Individual Member Number and other Member identifiers are strictly personal and confidential. Their storage and use are the sole responsibility of the Member. The Organizer shall have no liability towards the Member for any loss suffered as a result of the illegal, fraudulent or improper use of his/her Identifiers.
6. By joining the Program, the Member accepts the provisions of the present Terms and Conditions.

IV. Principles of the Program

1. The Member receives a discount for accommodation services in the amount of at least 10% of the prices published for the accommodation services provided at the Group's Facilities and accumulates points for accommodation and catering services at the Group's Facilities from which he/she has benefited.
2. Discounts and points referred to in point 1 apply to:
 - a. Reservations made through the Group Facility's own website;
 - b. Reservations made directly at a Group Facility by phone or e-mail;
 - c. Reservations made on site at a Group Facility.
3. Discounts and points referred to in point 1 do not apply to:
 - a. Reservations made through booking systems other than those available on the Group's Facilities websites (e.g. Online Travel Agents - Booking.com, Expedia, HRS, reservation systems of other hotel chains;
 - b. Reservations made through a travel agent or travel agency;
 - c. Reservations made on behalf of persons other than the program Member.
4. Discount and points can be added only if the Program Member gives notice of his Membership in the Program prior to the start of the service, and after the Member reveals the Individual User Number.
5. Upon the Member's notice of participation in the Program, subject to the provisions of sections 2 and 3 above, the Group Facility is obliged to add new points to those already collected by the Program Member for accommodation and catering services provided.
6. Points are credited upon check-out of the guest or as soon as possible after his/her leave, up to 3 days at the latest.
7. The accumulation of points on the account of the Member of the Program takes place only and exclusively through the accumulation of points for the services enjoyed in a Group's Facility for a specific, individual stay or catering service paid for by this Member.
8. The accumulation of points begins after registering on the Program website and activation of the Member's individual account in the Program.
9. Checking the number of collected points is possible by logging in to the Program website using the login and password.
10. It is not possible to transfer the Points Balance of one Member to another Member.

V. Accumulation of Points in the Program.

1. Program Member can, on conditions specified in the Terms and Conditions, collect points, take advantage of special price offers addressed to him within the Program, use the benefits after reaching specific point levels.
2. By joining the Program, the Member will receive once, and only once during the Program, 100 (one hundred) Welcome Points that will be credited to his/her account.
3. In order to receive points, except when the Member joins the Program, the Member must give his/her Individual User Number each time he/she orders any services and/or present it on an electronic device upon arrival at the hotel. Compliance with these provisions is a condition for granting the benefits of the Program. After identification and payment for services performed, points will be credited to the Member's account.
4. The Member accumulates points divided in two groups:
 - a. **For accommodation services - 1 (one) point for every 1 PLN spent net (one PLN)**
 - b. **For catering services - 1 (one) point for every 5 PLN spent net (five PLN)**
5. Accommodation points may be added for up to two rooms during a single stay paid for by the Member, provided that the Member uses the accommodation within the same booking.
6. Points for food service may be added:
 - a. For catering services offered during the Member's stay and paid for by the Member at the reception desk of the Group's Facility on the basis of a collective invoice for the stay (catering services recorded on the guest's collective residence bill). Food services provided and paid for outside the hotel reception are not subject to points.
 - b. For orders concerning special events confirmed by the Contract issued for the Member and paid by the Member.
7. Points are added and allocated to the Member's account only if the full amount due is paid by credit card, cash or transfer within the period indicated on the invoice.
8. Points are calculated on the net value of the service, excluding taxes, local fees and tips.
9. Points awarded in the Program cannot be exchanged for cash.
10. In case of termination of the Program, the points accumulated by the Member and the resulting benefits may be used in the form of vouchers within 6 months from the date of termination. If there are not enough points left on the Member's Points Account to redeem the points for prizes, the points will be cancelled.
11. Points are valid for 360 days from the last transaction. The validity of the points collected by the Member is extended by 365 consecutive days every time the Member benefits from an accommodation or catering service as specified in the Program.

If a Program Member does not benefit from an accommodation or catering service at a Group Facility for 365 consecutive days, all points accumulated on his/her account, regardless of how they were earned, will be deducted from his/her account without notice and without the possibility of recovery or transfer.

VI. Additional Privileges.

1. Each Member of the Program, regardless of the level of accumulated points, is entitled to a Welcome Gift during the realization of the accommodation service.
The Welcome Gift may be:
 - a. a welcome drink (glass of house wine, bottle of beer, soft drink);
 - b. a fruit insert in the room;
 - c. another gift prepared by the Group Facility.
2. The type of Welcome Gift is determined by the Group Facility.
3. The Welcome Gift may be in the Guest's room prior to arrival or at the time of check-in. The Member may receive a Voucher for the Welcome Gift to be used during that particular stay at the Group Facility.
4. The Welcome Gift is available from the second stay at a Group Facility at the registration for the Program at a Group Facility. Members who joined the program by registering on-line at the Program Website are entitled to the gift from the first visit after their registration.
5. Each Program Member who achieves the point levels specified below is additionally entitled to:
 - a) after exceeding 10,000 points – status **Silver**: entitles to late check-out (till 6pm) with each stay (if available);
 - b) after exceeding 25,000 points – status **Gold**: entitles to free allocation to a superior room with each stay in the hotel (if available) – excluding Hotel Dom Zdrojowy Resort & Spa.
 - c) after exceeding 50,000 points – status **Platinum**: entitles to free allocation to a Suite or Executive room with each stay in the hotel (if available) – excluding Hotel Dom Zdrojowy Resort & Spa.

VII. Rewards

1. The Program Member can exchange the accumulated points for Rewards and their value depends on the level of accumulated points.
2. The Reward Catalogue is available in the Program User panel on the Program website.
3. In the event of an exchange of points for a Reward, any unused points shall remain on the Member's account and may be used after reaching the minimum point level for a given Reward.
4. The request to redeem the Reward must be indicated on the reservation request, 7 days prior arrival date at the latest. In the event of acquiring the right to the Award during the stay at the Group's Facility, the Award may be redeemed at the next stay.

VIII. Terms and Conditions of Discount Voucher Rewards redeeming

1. The Voucher has a specific value, expiry date and it is a single use document.
2. The Voucher may be redeemed in accordance with the scope specified in the Voucher or up to the amount stated on the Voucher on accommodation services at a selected Group Facility.
3. In order to use the Voucher, it is necessary to make a reservation by phone or e-mail at the chosen Group's Facility and provide the Voucher number.
4. The Voucher is non-refundable and non-exchangeable for cash.
5. The Voucher must be redeemed once and in full. Vouchers not used in full cannot be used for the next booking.
6. The Organizer is not responsible for the Voucher that was lost or damaged after it was given to the Program Member.
7. The Program Member shall not be entitled to any claims against the Organizer for loss (including theft) or destruction of the Voucher or failure to use the Voucher within its validity period.
8. The expiry date of the Voucher is shown on the Voucher. The expiry date of the Voucher is not extendable. Vouchers may include restrictions as far as the availability of dates is concerned, in particular there are restrictions on stays at Group's Facilities during the following dates: "Long weekends", Christmas, New Year's Eve, New Year's Day (1st January), Easter.
9. The hotel may refuse to accept the voucher when its occupancy is equal or higher than 90%. In this case the hotel will offer alternative dates to redeem the voucher.
10. With the receipt of the Voucher, the Member declares that he/she has read the Terms and Conditions, fully accepts the provisions of the Terms and Conditions and undertakes to adhere to them.
11. The Organizer shall not be liable for any actions performed by third parties who gained access to the codes for reasons beyond the Organizer's control.
12. The Member is obliged to book the stay or service at least 7 days in advance. The basis for the provision of services at the Group's Facility is the presentation of the Voucher or the Voucher number in advance (i.e. prior to the commencement of the respective service/stay/reservation). Lack of available rooms, and thus, the lack of possibility to book services at a given Group Facility on the date indicated by the Member, shall not entail any liability on the part of the Organizer or affect the extension of the Voucher validity period.
13. The Member shall not be entitled to a refund of the balance in the event of non-use of the entire amount for which the Voucher was issued. If the price of the service exceeds the value of the Voucher, the Voucher holder shall be obliged to pay the difference.
14. The Organizer has the right to refuse to redeem the Voucher in the following cases:
 - using the Voucher that has already expired;
 - damage to the Voucher which makes it impossible to read the Individual Identification Number;
 - the reservation has not been made in advance, in accordance with point 13.
15. Receiving the Voucher, the Member declares that he has read the present Terms and Conditions, fully accepts its provisions and undertakes to adhere to them.
16. By redeeming the Voucher, the Member confirms his/her order to use it within the scope specified in the Terms and Conditions.

IX. Complaint Procedure.

1. A complaint may be sent to the Organizer's address with the annotation "**MORE** - Complaint" to the following address: **more@dobryhotel.com**.
2. Program Members have the right to submit a complaint within 14 days from the date of service provision.

3. The complaint should include the Member's data and a detailed description of the reason for the complaint.
4. Complaints shall be considered by the Organizer within 21 days from the date of complaint receipt, and the Organizer's decision on the complaint shall be final.
5. The Organizer shall consider complaints on the basis of these Terms and Conditions.
6. The Member shall receive the Organizer's notice with his decision via e-mail within 21 days after the reception of the complaint.
7. The Member who does not agree with the Organizer's decision concerning the complaint shall have the right to pursue claims before a competent common court of law.

X. Personal Information.

1. By joining the Program, the Member agrees to have his/her personal data processed for the purposes of the Program.
2. In order to benefit from the Program, we process personal data such as:
 - name,
 - e-mail address,
 - phone number.
3. Sharing data when joining the Program is voluntary but necessary to participate in the Program.
4. The personal data of the Members will be processed in accordance with the provisions of the Regulation (EU) 2016/679 of the European Parliament and of the Council, of 27 April 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 - GDPR).
5. The Organizer is the Member's Data Administrator: DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k. ul. Pułaskiego 18-20, 81-762 Sopot, UNICUS DOBRY HOTEL spółka z ograniczoną odpowiedzialnością sp.k., ul. Pułaskiego 18-20, 81-762 Sopot, ALTUS HOTEL MIĘCZKOWSKI sp. k., ul. Pułaskiego 18-20, 81-762 Sopot.
6. The Companies have entered into an agreement on joint management; the entity responsible for the performance of the information obligation towards you shall be DOBRY HOTEL, which shall perform this obligation on its own behalf and on behalf of other Companies.
7. The personal data of the Members of the Program will be processed in order to execute the Program, i.e. to provide hotel and catering services at Group's Facilities for the benefit of the Members of the Program and to assign the Rewards during their stays at Group's Facilities.
8. The Member's data is processed on the basis of:
 - processing of data on the basis of freely given consent (Article 6(1)(a) RODO),
 - conducting the Program in accordance with the Terms and Conditions accepted by the Member (Article 6(1)(b) RODO),
 - the Organizer's legitimate interest, consisting particularly in asserting claims against Members or defending against such claims, and maintaining correspondence, etc. (Article 6(1)(f) RODO).
9. Personal data of Program Members will be processed for the duration of the Program, and afterwards, for the period necessary to establish, assert or defend mutual claims, if any, and for the time necessary for the Organizer to fulfil his legal obligations.
10. The Member has the right to access, rectify, delete or restrict processing of his personal data and the right to data portability.
11. The Member has the right to lodge a complaint with a supervisory authority.
12. The Program Member has the possibility to agree for sending him commercial information by e-mail by the Organizer. The legal basis for the processing of personal data in order to send commercial information is the Member's consent (art. 10. of the Act of 18 July 2002 on electronic services, Dz.U. 2017.1219). The Organizer may process the Member's Personal Data for the purpose indicated in the preceding sentence until the Member withdraws his/her consent.
13. Further information related to the processing of data of the Members is available in the Privacy Policy of the Organizer (<https://www.dobryhotel.com/dobry-hotel/polityka-prywatnosci>).

XI. Final Provisions.

1. The Organizer reserves the right to change the type of the Rewards resulting from exceeding levels of participation in the Program with effects as in case of changes to the Terms and Conditions.
2. The Organizer does not give warranty or guarantee for the Rewards provided under the Program.

3. The Organizer may exclude the Member from the Program with immediate effect if he/she fails to comply with these Rules and/or the Rules of the Group Facility and/or to observe the rules of social coexistence. In this case, the Member will be immediately informed of the exclusion by email.
4. These Terms and Conditions shall be governed by the laws of Poland.
5. All disputes arising in connection with the performance of obligations relating to the Program shall be settled by a court with jurisdiction over the Organizer's registered office.