

TERMS AND CONDITIONS OF THE Q HOTEL CLUB LOYALTY PROGRAMME

I. GENERAL PROVISIONS

1. These Terms and Conditions set out the conditions for participation in the loyalty programme of the Q Hotel chain (hereinafter referred to as the Q Hotel Club Loyalty Programme) and its rules of operation.
2. The Q Hotel Club Loyalty Programme is aimed at natural persons who are guests of one of the hotels or restaurants belonging to the Q Hotel chain, referred to in point II, paragraph 1 below, and has the purpose of rewarding regular customers of hotels or restaurants belonging to the Q Hotel chain by enabling them to use hotel and restaurant services at preferential prices, receiving gifts, the possibility of collecting and receiving points with the possibility of converting them into additional set amount discounts and other additional benefits when using hotel or restaurant services referred to in the Terms and Conditions.
3. The organiser of the Q Hotel Club Loyalty Programme is Main Q Hotel Spółka z ograniczoną odpowiedzialnością, with its registered office in Krakow, ul. Lea 202a, e-mail: marketing@qhotels.pl hereinafter referred to as the Organiser

II. ONDITIONS FOR JOINING AND PARTICIPATION IN THE PROGRAMME

1. The Q Hotel Club Loyalty Programme is open to any natural person of legal age who is a guest of one of the hotels in the Q Hotel chain, i.e.
 - a. Q Hotel Plus Kraków ul. Wygrana 6, 30-311 Kraków,
 - b. Q Hotel Kraków ul. Radzikowskiego 142, 31-342 Kraków,
 - c. Q Hotel Plus Wrocław ul. Zaolziańska 2, 53-334 Wrocław,
 - d. Q Hotel Grand Cru Gdańsk ul. Rycerska 11-12, 80-882 Gdańsk,
 - e. Q Hotel Plus Katowice ul. Wojewódzka 12, 40-026 Katowice,
 - f. Q Hotel Wrocław Bielany ul. Szwedzka 7, 55-040 Bielany Wrocławskie, Kobierzyce Municipalityor restaurants in the abovementioned Hotels, who declares their participation in the Q Hotel Club Loyalty Programme by filling in an electronic form at the reception or by registering on the club.qhotels.pl website and has agreed to consent to the processing of personal data for the purposes of the Q Hotel Club Loyalty Programme.
2. Confirmation of a guest's joining the Q Hotel Club Loyalty Programme is the activation of an individual account by completing an electronic form at reception or registering on the website at club.qhotels.pl.
3. The account is personal and can only be used by its owner, referred to as the Loyalty Programme member.

4. One hotel guest can only have one loyalty system account with a unique ID number.
5. Members of the Q Hotel Club Loyalty Programme may not use multiple accounts at the same time or accumulate Points through them.
6. The Member of the Q Hotel Club Loyalty Programme can log in to the booking system via his/her individual account and make bookings on the Q Hotel Club Loyalty Programme website or the hotel's own website (after verification of his/her participation in the programme by providing his/her e-mail address and password) at special prices available only to the Members of the Q Hotel Club Loyalty Programme.
7. The discount resulting from status as a member of the loyalty programme only applies if the member provides their e-mail address and password during verification and uses the same e-mail address when booking their stay online.
8. Discounts resulting from the assigned status of loyalty programme member do not include family events, corporate events and conferences.
9. The programme is also aimed at so-called corporate guests, i.e., people using hotel services on preferential terms, as defined by a corporate contract, staying in the hotel. In the case where the guest makes the payment themselves or a company pays for their accommodation, the points are credited to the person who physically uses the hotel. However, such a person may not use the discounts available under the Loyalty Programme for accommodation already covered by preferential prices under the corporate contract.
10. Hotel and restaurant services can be discounted at maximum to a value of PLN 1 +8% VAT.
11. The Hotel Director can upgrade the status of a guest who, prior to the implementation of the Q Hotel Club Loyalty Programme, frequently used the hotel and restaurant services of the Q Hotel chain.
12. The Q Hotel Club Loyalty Programme entails the awarding of one of four statuses to Q Hotel Club Loyalty Programme Members:
STATUS 1 – Bronze, awarded when an account is created in the loyalty programme;
STATUS 2 – Silver, exceeding 1,000 points in the loyalty programme;
STATUS 3 – Gold, exceeding 2,000 points in the loyalty programme;
STATUS 4 – Platinum, exceeding 3,000 points in the loyalty programme.
Information on the current status will be visible in the Customer Panel. The following benefits are available for each status:

	STATUS 1 BRONZE	STATUS 2 SILVER	STATUS 3 GOLD	STATUS 4 PLATINIUM
Welcome discount	25% * when booking via qhotels.pl or club.qhotels.pl (valid for Flexible offer, Flexible offer with breakfast, Non-refundable offer, Non-refundable offer with breakfast, excluding special dates)			
Discount on accommodation * cannot be combined with other promotional offers accommodation	10% (applies to the full hotel offer)	12,5% (applies to the full hotel offer)	15% (applies to the full hotel offer)	15% (applies to the full hotel offer)
Discount on restaurant services *cannot be combined with other promotional restaurant offers	10% (for the full offer including spirits)	12,5% (for the full offer including spirits)	15% (for the full offer including spirits)	20% (for the full offer including spirits)
Gift (awarded once)	Welcome drink for all club members	Gift	Voucher for a single transfer from the train station or airport	Champagne on request
Additional points	50 welcome points after completion of the first stay	200 pts	300 pts	500 pts
Accrual of points for hotel and restaurant services (applies to gross prices)	10 PLN = 1 pt	10 PLN = 1,25 pts	10 PLN = 1,5 pts	10 PLN = 1,5 pts

Conversion of points into additional fixed amount discount	1 pt = 1 PLN	1 pt = 1 PLN	1 pt = 1 PLN	1 pt = 1 PLN
Family events (points are accrued, no use of rebate)	10 PLN = 0,5 pts	10 PLN = 0,5 pts	10 PLN = 0,5 pts	10 PLN = 0,5 pts
Additional benefits	<ul style="list-style-type: none"> • 50 free birthday points 	<ul style="list-style-type: none"> • 50 free birthday points • Welcome drink 	<ul style="list-style-type: none"> • 50 free birthday points • Welcome drink • VIP amenities • Early check-in • Late check-out 	<ul style="list-style-type: none"> • 50 free birthday points • Welcome drink • VIP amenities II • Early check-in • Late check-out • Free upgrade at check-in • Guarantee of availability 3 days prior to arrival

- Welcome drink – applies to the offer of house wine, prosecco, juices, fizzy drinks, water.
- VIP and VIP II amenities – supplement to the standard room equipment for Gold and Platinum package guests.
- Early check-in – early check-in before the start of the hotel day (before 2 p.m.)
- Late check-out – late check-out at the end of the hotel day (after 12 p.m.)
- Free upgrade – free room category upgrade (if a higher category room is available for the entire stay).
- Availability guarantee 3 days prior to arrival – assurance of room availability within 3 days prior to arrival day.
- Discounts on accommodation cannot be combined with other promotional offers on the hotel website.
- Discounts on restaurant services do not combine with other promotional offers valid in hotel restaurants.

III. CONDITIONS OF RECEIVING PREFERENTIAL PRICES AND POINTS

1. The status assigned once to a Loyalty Programme Member cannot be changed to a lower status except by removing the Q Hotel Club Loyalty Programme Member from the Loyalty Programme.
2. Discounts are available to all Loyalty Programme Members and are taken into account when the Member:
 - a. makes a reservation on the qhotels.pl or club.qhotels.pl website after verification of participation in the programme by entering their e-mail address and password or by logging on to the programme website.
 - b. makes a reservation by e-mail, telephone or directly at the hotel, citing membership in the programme at the time of making the booking.
 - c. uses restaurant services by citing membership in the programme before ordering, both when the order is billed to the room and when paying the bill on site.
3. The discount applies to bookings of up to 2 hotel rooms during a single booking. A member of the Q Hotel Club Loyalty Programme making a booking must physically stay in one of the rooms.
4. The 25% welcome discount applies to the standard rates posted on the hotel website and is valid for the Flexible Offer, Flexible Offer with Breakfast, Non-Refundable Offer, Non-Refundable Offer with Breakfast, excluding special dates made available to the Member on request. It can only be used once while being a Loyalty Programme Member. The 25% welcome discount is deemed to have been used and cannot be used again if a booking using this discount is cancelled or the guest has not completed their stay.
 - 1. Discounts will not be applied if:**
 - a. The member of the Q Hotel Club Loyalty Programme has made a booking through a booking system other than the website or loyalty programme website.
 - b. The member of the Q Hotel Club Loyalty Programme has benefited from corporate or negotiated prices.
 - c. The member of the Q Hotel Club Loyalty Programme has made a booking through a travel agency or tourist agency.
 - d. The stay for the programme member was organised and paid for by an external company.
 - e. The member of the Q Hotel Club Loyalty Programme did not cite membership in the Loyalty Programme after checking out of the hotel or closing the bill.
 - f. The member of the Q Hotel Club Loyalty Programme took advantage of a promotional offer of a restaurant which is not covered by loyalty discounts – this applies to all promotional offers available in restaurants of the Q Hotel chain (information about promotions is available on the website of individual hotel restaurants).
 - g. The member of the Q Hotel Club Loyalty Programme organised a family party, corporate event or conference.
 - h. The member of the Q Hotel Club Loyalty Programme is liable for any costs incurred as a result of a breach of the hotel regulations.
6. Points will be credited for each stay at a Hotel belonging to the Q Hotel chain as follows: for every PLN 10.00 spent on hotel and/or restaurant services, the Member will receive 1 point, 1.25 points, 1.50 points according to the status awarded when making a reservation

on the Q Hotel Club Loyalty Programme website or at the Hotel, after providing an e-mail address and password verifying membership of the Q Hotel Club programme, or by e-mail, telephone, fax, as well as directly at the Hotel or citing membership of the programme when using hotel and restaurant services.

7. Points are credited to the Q Hotel Club Loyalty Programme Member's account when:

- a. the Member has confirmed their membership in the Programme and made use of the hotel services by physically using the room – automatically upon check-out from the Hotel (within 24 hours);
- b. upon first check-out from the hotel since joining the Q Hotel Club citing membership in the Loyalty Programme, the Member will receive 50 Welcome Points within 24 hours of checking out of the hotel;
- c. the Member used restaurant services citing membership in the programme with the order billed to the room – automatically when checking out of the hotel;
- d. the Member cited membership in the programme when making payments for restaurant services;
- e. the Member held a family party in the hotel restaurant. Family events are understood to be a family event for which no invoice is issued. In this case, the points conversion rate, regardless of Loyalty Programme Membership status, is as follows: 10 PLN = 0.5 pts;
- f. the Member has benefited from corporate prices or a corporate discount and is the individual using the room;

8. The Member of the Q Hotel Club Loyalty Programme has the possibility of converting the collected points (which are converted according to the rules contained in the Q Hotel Club Benefits Table) into an additional fixed amount discount when paying for hotel and/or restaurant services directly at the hotel. The minimum number of points to benefit from the additional fixed amount discount is 30 points. Confirmation of the use of points is provided by a signature on the receipt.

9. Points resulting from membership in the Q Hotel Club Loyalty Programme are awarded for each booking made through the Hotel's internal reservation system (website, telephone, e-mail, in person, Q Hotel Club programme website). Points are also accrued for services provided by the hotel and restaurant.

10. The accumulation of points begins when you join the programme and activate your individual account.

11. The current number of points can be checked by logging on to the Q Hotel Club Loyalty Programme website – where the history of earning and using points is available.

12. If a Member of the Q Hotel Club Loyalty Programme is found to be inactive for a period of 12 months (no further points collected, no points redeemed for prizes, etc.), the points accrued to date may be deleted.

13. Points are only credited to the Loyalty Programme Member who is checked into the hotel room. No points are awarded for other people (even if they give up the discounts due to them for the benefit of the account of another person).

14. No points will be awarded if:

- a. A member of the Q Hotel Club Loyalty Programme has made a booking through a booking system other than the one available on the Hotel's website,
- b. The Member of the Q Hotel Club Loyalty Programme has made a booking through a travel agency or tourist agency.

- c. The Member of the Q Hotel Club Loyalty Programme has not used the hotel services despite having made a booking and paid for the stay.
- d. The Member of the Q Hotel Club Loyalty Programme did not cite membership in the programme when making payments for, hotel and restaurant services.
- e. The Member of the Q Hotel Club Loyalty Programme organised events and business conferences.
- f. The Member used re-invoiced services – e.g., taxi.
- g. The Member of the Q Hotel Club Loyalty Programme will be liable for any costs incurred as a result of a breach of the hotel regulations.

IV . I. CLAIMS AND COMPLAINTS

1. Complaints regarding the running of the Q Hotel Club Loyalty Programme can be made in writing and sent to the address Main Q Hotel ul. Lea 202a, 30-133 Krakow or in electronic form and sent to: marketing@qhotels.pl, with the annotation "Complaint" (this annotation is not obligatory) within 30 days from the date of the event to which the complaint refers. The deadline for lodging a complaint is determined by the date on which the complaint reaches the address indicated in this section of the Rules.
2. Only members of the Q Hotel Club Loyalty Programme have a right of complaint.
3. The complaint should contain the name and surname of the Member as well as a detailed description and indication of the reasons for the complaint.
4. The Organiser will consider complaints on the basis of these Regulations.
5. Complaints will be processed within 14 days of receipt of the complaint.
6. The member of the Q Hotel Club Loyalty Programme will be notified of the organiser's decision at the address given in the complaint or by e-mail (depending on the form of complaint). A participant who disagrees with the Organiser's decision on a complaint has the right to seek redress before the competent common court.

V. LOSS OF MEMBERSHIP

1. Membership of the Q Hotel Club Loyalty Programme shall lapse if the Member revokes any of the consents (marketing/commercial/profiling).
2. If 12 months have elapsed since the last exchange of points for additional discounts, then the Loyalty Programme Member may be considered inactive and thus the entirety of their points is deleted.
3. In the event of termination of membership in the Q Hotel Club Loyalty Programme, the Member's Account and Points shall be anonymised with immediate effect unless otherwise stated in these Terms and Conditions.
4. The termination of membership in the Q Hotel Club Loyalty Programme, the deletion of a Member's Account under the Q Hotel Club Loyalty Programme, as well as the deletion of Points accumulated in the Account, shall not give rise to any claim for compensation or any other benefit, unless expressly provided otherwise in these Terms and Conditions.

5. The Organiser reserves the right to suspend the Q Hotel Club Loyalty Programme membership of any Member of the Q Hotel Club Loyalty Programme, suspected of using it in a manner contrary to the Terms and Conditions of the Q Hotel Club Loyalty Programme or in a manner contrary to the purpose of the Q Hotel Club Loyalty Programme or any part thereof, including the parts relating to the redemption of points for additional discounts. The Promoter also reserves the right to revoke the status of any Member of the Q Hotel Club Loyalty Programme against whom it has reasonable grounds to suspect that:

- a. they have acted in a manner inconsistent with the applicable laws, regulations or ordinances in force in Poland;
- b. they have breached or violated any rule of the Q Hotel Club Loyalty Programme contained in these Terms and Conditions;
- c. they have deleted their Club Member account and created it again to benefit from preferential conditions;
- d. they have committed fraud or any other fraudulent act, theft, irregularity or misconduct in connection with the use of the account, including, but not limited to, the obtaining of Awards or other member benefits;
- e. has engaged in abusive, fraudulent or disruptive, improper, offensive or aggressive behaviour, whether physical, verbal or written, towards any Hotel belonging to the Q Hotel Network, guests or employees of that Hotel, or towards the Q Hotel Network, its employees or contractors;
- f. they have not paid any fees or payments due to the Q Hotel chain.

6. Revocation of status as a Member in the Q Hotel Club Loyalty Programme may result in the loss of all accumulated Points, benefits and privileges associated with the Q Hotel Club Loyalty Programme, including the loss of any associated Member status. In addition to the termination of the membership in the Q Hotel Club Loyalty Programme, the Organiser shall also have the right to take any appropriate administrative and/or legal action as it deems necessary.

VI. PERSONAL DATA

1. The personal data of Members in the Q Hotel Club Loyalty Programme will be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons in relation to the processing of personal data and on the free movement of such data (GDPR), and in particular Article 5 of the aforementioned Regulation for the purpose of implementing the Q Hotel Club Loyalty Programme.

The administrator of the personal data of the Members in the Q Hotel Club Loyalty Programme is MAIN Q HOTEL SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ ul. Juliusza Lea 202a, 30-133 Krakow, NIP: 677 239 78 45 (hereinafter referred to as the Administrator or the Company)

2. The scope of personal data processed by the Administrator is as follows: name, date of birth, e-mail address, address of residence, telephone contact.

3. The personal data of the Members of the Q Hotel Club Loyalty Programme will be processed for the purpose of running the Q Hotel Club Loyalty Programme, i.e., the provision of hotel and restaurant services to the Members of the programme at dedicated,

1. preferential prices in a group of hotels belonging to the Q Hotel chain, in order to collect and use points and to award statuses, prizes and additional services during a stay in hotels belonging to the Q Hotel chain.
4. The legal basis for the Administrator's processing of personal data is the consent of the data subject – Article 6(1)(a) of the GDPR. Consent may be withdrawn at any time. The withdrawal of consent does not affect the validity of the processing that took place before the withdrawal of consent.
5. Members' personal data will be processed for the duration of the Q Hotel Club Loyalty Programme.
6. The processing of the personal data of the Members of the Q Hotel Club Loyalty Programme for the proper running of this Programme may be communicated to the following categories of recipients:
 - a. Companies operating hotels belonging to the Q Hotel chain.
 - b. Service providers who supply the Administrator with technical and organisational solutions to enable the running of the Q Hotel Club Loyalty Programme, with particular reference to the reservation system operator, companies providing IT support services to the hotel, companies providing IT software and partners supporting marketing activities.
 - c. Providers of legal, accounting and consultancy services to ensure the proper running of the Q Hotel Club Loyalty Programme.
7. The provision of personal data is voluntary, but necessary in order to take part and participate in the Q Hotel Club Loyalty Programme.
8. The Member of the Q Hotel Club Loyalty Programme has the right to be informed of the processing operations; access to their personal data; rectification/completion of personal data; erasure of personal data; restriction of personal data processing; transfer of personal data; objection to the processing of personal data, not to be subject to profiling.
9. The Member of the Q Hotel Club Loyalty Programme also has the right to lodge a complaint with the data protection supervisory authority.
10. Access to personal data is possible at the Administrator's premises. In addition, the Administrator provides the email address marketing@qhotels.pl, by means of which Members can contact us regarding their personal data (including the declaration of withdrawal of consent).
11. The controller does not intend to transfer personal data outside the EEA.
12. The Company makes automated decisions on the basis of personal data, including profiling (unless the Member has not consented to profiling). Historical personal data is used for profiling, the consequence of such processing will be the preparation of special offers and informing the customer about current promotions at the Hotel and restaurant.

VII. FINAL PROVISIONS

1. In matters not covered by these Terms and Conditions, the provisions of the Civil Code shall apply.
2. The organiser has the right to add, modify, delete and change all rules, procedures, conditions, rewards benefits regarding the Q Hotel Club Loyalty Programme at its own discretion with prior notice, even if such changes may affect the value of the points already accumulated. Changes may only be made for the benefit of Members or for

technical/organisational reasons unless the Member of the Q Hotel Club Loyalty Programme has acted in a manner contrary to the provisions of these Rules and the Loyalty Programme rules. Privileges acquired prior to the entry into force of amendments are subject to the rules set out in the Regulations as they stood prior to the entry into force of the amendments.

3. Changes to the Terms and Conditions or termination of the Q Hotel Club Loyalty Programme or resignation of the Member of the Q Hotel Club Loyalty Programme may not affect the rights acquired by the Member up to the date of the change or termination of the Programme or resignation of the Member.

4. The Q Hotel Club Loyalty Programme does not have a specific end date and may continue until the Promoter decides to terminate it. This may occur at any time, with advance notice of the termination of the Loyalty Programme. Members of the Q Hotel Club Loyalty Programme will have six months from the date of the announcement of the end of the Q Hotel Club Loyalty Programme to use the points in the form of an additional discount. This means that, irrespective of the extent of participation in the Q Hotel Club Loyalty Programme, the right of Members to collect Points and exchange them for an additional fixed amount discount may be withdrawn by the Organiser after a period of six months following the announcement of the end of the Q Hotel Club Loyalty Programme by the Organiser.

5. Information on the planned termination of the Q Hotel Club Loyalty Programme does not suspend the possibility of collecting Points until the end of the Q Hotel Club Loyalty Programme.

6. Any comments on the operation of the Q Hotel Club Loyalty Programme or questions regarding these Terms and Conditions should be addressed to marketing@qhotels.pl

7. If language versions of these Terms and Conditions other than the Polish version are drawn up, the Polish version shall be deemed to be the binding version in case of doubt.

8. These Terms and Conditions and the legal relations arising from them shall be governed by Polish law.

9. For information on the operation of the Loyalty Programme, please contact the Marketing Department of the Q Hotel chain. Information shall be provided promptly, but no later than 3 working days after receipt of the request. Enquiries relating to the Q Hotel Club Loyalty Programme should be made via the following e-mail address marketing@qhotels.pl.