

GENERAL TERMS AND CONDITIONS OF THE INFINIMENT BARRIÈRE PROGRAMME

GROUPE LUCIEN BARRIÈRE, SAS, with corporate capital of EUR 1 215 144.68, whose registered office is at 35 Boulevard des Capucines in Paris (75002), registered in the commercial register of Paris under number 320 050 859 is establishing for Hôtels Barrière an "INFINIMENT BARRIÈRE" loyalty programme whose general terms and conditions of use are specified below.

These General Terms and Conditions of use apply in Hôtels Barrière which have joined the Infiniment Barrière programme (hereinafter referred to as the "Barrière Hotel(s)"). The list of these hotels is available [on request to our services](#). This list may be changed at any time. We recommend you check it regularly.

The General Terms and Conditions of Use are available [on the website accessible at www.hotelsbarriere.com](#).

Hôtels Barrière are operated by subsidiaries of Groupe Lucien Barrière, 35 Boulevard des Capucines 75002 Paris, or by the Société Fermière du Casino Municipal de Cannes and its subsidiaries.

By creating a personal account in the private space of the www.hotelsbarriere.com website, the Customer registers for the current INFINIMENT BARRIÈRE programme and accepts these General Terms and Conditions of Use.

The Loyalty Programme is open to any customer residing in France or abroad, over the age of 18, not excluded from the Loyalty Programme under the conditions referred to in Article 5 below.

1- INFINIMENT BARRIÈRE STATUSES

The INFINIMENT BARRIÈRE Loyalty Programme operates on the basis of a status mechanism.

- DECOUVERTE status
- INFINIMENT status

DECOUVERTE status is assigned to any person creating a personal account in the private space of the www.hotelsbarriere.com website and not having stayed in a Hôtel Barrière in the past three years booked on the www.hotelsbarriere.com website or through our booking centre. No card is attributed to holders of this status.

INFINIMENT status is assigned

- To people who are already members of the Infiniment Barrière loyalty programme on the date of this agreement and who activate their personal account in the private space of the www.hotelsbarriere.com website.
- To any person creating a personal account in the private space of the www.hotelsbarriere.com website and staying in a Hôtel Barrière booked on the www.hotelsbarriere.com website or through our booking centre,
- To any person creating a personal account in the private space of the www.hotelsbarriere.com website who has stayed at least once in a Hôtel Barrière in the past 3 years booked on the www.hotelsbarriere.com website or through our booking centre.

The INFINIMENT BARRIÈRE card is sent to holders of INFINIMENT status automatically, by post to the address entered on their personal account in the private space.

Customers benefiting from DECOUVERTE status can access their benefits in the private space of the www.hotelsbarriere.com site, in the “My Benefits” section.

This status allows the holders to receive information or commercial offers by different communication channels, namely by email, by post or by phone. In accordance with the amended French Data Protection Act of 6 January 1978, you have the right to access, rectify, erase, and restrict processing of your personal data. The Member also has a right to object to their data being processed, provided they have a legitimate reason, and the right to object to their data being processed for the purpose of commercial canvassing as well as the right to give Groupe Lucien Barrière instructions on what should be done with their data after their death. To learn more about data processing and all rights regarding personal data, the Member may consult the privacy policy on www.hotelsbarriere.com. To exercise these rights, the Member may write to dpo@groupebarriere.com,

Customers benefiting from INFINIMENT status can access their benefits in the private space of the www.hotelsbarriere.com site, in the “My Benefits” section.

For Customers with INFINIMENT status, the INFINIMENT BARRIÈRE card (hereinafter referred to as the “Card”) is issued by Groupe Lucien Barrière.

It aims to:

- allow Holders of the Card (hereinafter referred to as the “Member(s)”) to enjoy the permanent benefits presented in the Welcome Pack and accessible in participating French Hôtels Barrière,
- allow Holders of the Card to enjoy benefits on the occasion of their visits to Hôtels Barrière and to any partners taking part in the loyalty programme (hereinafter referred to as the “Loyalty Programme”).

INFINIMENT status also allows holders to receive information or commercial offers by different communication channels, namely by email, by post or by phone.

In accordance with the amended French Data Protection Act of 6 January 1978, you have the right to access, rectify, erase, and restrict processing of your personal data. The Member also has a right to object to their data being processed, provided they have a legitimate reason, and the right to object to their data being processed for the purpose of commercial canvassing as well as the right to give Groupe Lucien Barrière instructions on what should be done with their data after their death. To learn more about data processing and all rights regarding personal data, the Member may consult the privacy policy on www.hotelsbarriere.com. To exercise these rights, the Member may write to dpo@groupebarriere.com,

2- CONDITIONS FOR ACQUIRING THE STATUSES AND JOINING THE LOYALTY PROGRAMME

Joining the Programme involves simply creating an account by filling in a form in the private space of the hotelsbarriere.com website and accepting the General Terms and Conditions of Use.

By creating their account in the private space, the Customer either acquires DECOUVERTE status or INFINIMENT status directly depending on the criteria set out in 1.

A Member with DECOUVERTE status automatically acquires INFINIMENT status when they first stay in a member Hôtel Barrière, provided their booking is made through one of the BARRIÈRE booking

channels: the hotelsbarriere.com website or through the booking centre available by phone at +33 (0)1 73 60 01 23.

They receive the INFINIMENT BARRIERE card at the postal address that they have indicated in their personal space on the private space of the www.hotelsbarriere.com website.

The Card remains fully-owned by Groupe Lucien Barrière. The member may be required to return the Card, in particular in accordance with the conditions referred to in Article 4 or if the Loyalty Programme is terminated. The Card is active as long as the Customer has not expressly cancelled it. They may exercise their right to cancel it by contacting Groupe Lucien Barrière - 35 Boulevard des Capucines - 75002 PARIS. or by requesting to be unsubscribed from the Loyalty Programme, online via a request form provided for this purpose in the private space of the hotelsbarriere.com website

Once Groupe Lucien Barrière has all the necessary information needed for them to acquire INFINIMENT status and after verification of the accuracy of the information transmitted, the card will be sent to the Customer by post, accompanied by the main information about the benefits of INFINIMENT status, within 30 days of them acquiring INFINIMENT status. During this time, the Customer will enjoy the benefits of INFINIMENT status.

The Member may use their card in participating Hôtels Barrière as soon as they acquire INFINIMENT status.

Hôtels Barrière reserve the right to make all checks in relation to use of the Card. These checks may take place at any time.

Any change to the data communicated on joining the Loyalty Programme must be notified promptly in the private space of the www.hotelsbarriere.com website. The Member guarantees the accuracy of all the information provided and will be solely responsible for any erroneous, incomplete or obsolete entry.

At any time, any Member may request to be unsubscribed from the Loyalty Programme by contacting Groupe Lucien Barrière - 35 Boulevard des Capucines - 75002 PARIS France. In this case, the Member will hand in their card at one of the Hôtels Barrière or return it by post to Groupe Lucien Barrière - 35 Boulevard des Capucines - 75002 PARIS and will no longer be able to claim their benefits from the date of receipt of the request to be unsubscribed by Groupe Lucien Barrière.

The Card is free, strictly personal and in the Member's name.

It is not a means of payment.

3. - THE BENEFITS OF THE LOYALTY PROGRAMME

3.1 - Permanent offers of DECOUVERTE status within the Loyalty Programme

The beneficiaries of DECOUVERTE status within the Loyalty Programme have direct access to the occasional or permanent "commercial offers". These offers are for example promotional discounts on services offered by Hôtels Barrière which are members of the Loyalty Programme, and early access to national promotional discounts. They are aware of these offers when registering for the Loyalty Programme and during the lifetime of the Loyalty Programme.

- These offers are valid once their personal account on the private space accessible from the hotelsbarriere.com. has been created. These offers may not be combined with each other and cannot be combined with other promotions temporarily present in Hôtels Barrière.

Groupe Lucien Barrière may change these permanent offers at any time. Members will then be informed of the changes through the means of communication of the Loyalty Programme, namely, by email to the address indicated when registering and via the website accessible at www.Hotelsbarriere.com.

Promotional offers are brought to the attention of members with DECOUVERTE status in the private space of the www.hotelsbarriere.com website.

A Member who wishes to take advantage of an offer with their DECOUVERTE status, must go on the www.hotelsbarriere.com website, in the private space, log in, choose the offer that they wish to use, select the dates and the Hôtel Barrière and make the booking. They may also benefit from the offer by making a booking through our booking centre by phoning 09XXX and identifying themselves using their email address and password.

These benefits are available only for bookings through the Barrière channels: Website at www.hotelsbarriere.com and booking centre: 09xxxxx.

3.2 - Permanent benefits of INFINIMENT status within the Loyalty Programme

The benefits and offers available with INFINIMENT status are brought to the attention of the Members when they acquire INFINIMENT status, in the welcome letter given to them. These benefits also remain visible on the different communication media of the Loyalty Programme (www.hotelsbarriere.com website, Hôtels Barrière reception desks). Groupe Lucien Barrière may change them at any time after informing members with INFINIMENT status.

Groupe Lucien Barrière reserves the right to replace at any time, any gift or any benefit, regardless of the reason, with a gift or a benefit of at least the same value, in particular, in the event of a stockout or cancellation of the benefit, regardless of the reason.

In the event of a change in the benefits, the Member will then be informed precisely of these changes as soon as possible on any suitable communication medium.

A Member who wishes to take advantage of a discount offer on a stay available with their INFINIMENT status, may go onto the www.hotelsbarriere.com website, in the private space, log in, choose the offer that they wish to use, select the dates and the Hôtel Barrière and make the booking. They may also benefit from the offer by making a booking through our booking centre by **calling +33 (0)1 73 60 01 23** and identifying themselves using their email address and password.

These benefits are available only for bookings through the Barrière channels: Website at www.hotelsbarriere.com and booking centre: **+33 (0)1 73 60 01 23**.

For other benefits, a Member wishing to benefit from them will have to go to one of the Hôtels Barrière and present their Card to enjoy the benefit or communicate their Card number if use of the benefit requires prior booking.

The benefits will be granted at the sole discretion of the Hôtel Barrière in which the Member wishes to use their benefit, provided the required acquisition conditions are met and stocks are available.

Only the Member is responsible for keeping their Card.

4 - EXCLUSIONS FROM THE LOYALTY PROGRAMME

4.1 - People automatically excluded from benefiting from INFINIMENT status within the Loyalty Programme:

Groupe Lucien Barrière cannot issue a Card to the following people:

- People who do not meet the conditions required for being allocated the Card as referred to in Article 1,
- People under the age of 18, including emancipated minors,
- Employees of Groupe Lucien Barrière and its subsidiaries and Société Fermière du Casino Municipal de Cannes and its subsidiaries.

The exclusions referred to in this Article 3.1 mean that the Card may not be allocated throughout the exclusion period.

4.2 - Exclusion from the Loyalty Programme

Any person registered for INFINIMENT BARRIERE loyalty programme will be excluded from the benefit of the Loyalty Programme under the following conditions:

The causes:

- A Member with INFINIMENT status who uses the Card fraudulently or misleadingly or who allows fraudulent or misleading use of it,
- A Member or a person who accompanies them who demonstrates disrespectful behaviour with regard to the staff of Hôtels Barrière or who does not comply with the terms and conditions set out in the internal rules of the Hôtel Barrière,
- A Member who creates an incident inside the Hôtel Barrière during a stay, whether or not leading to damage,
- A Member who repeatedly fails to meet their payment obligations for their stays/benefits.

The consequences:

A Member excluded from the Loyalty Programme will lose their rights to use the Card, for those Members who held INFINIMENT status in all Hôtels Barrière. Similarly, a Member, whatever their status, will lose the ability to enjoy their benefits and offers in all Hôtels Barrière.

They may not in any case claim use of the remainder of the benefits or claim from Hôtels Barrière and/or Groupe Lucien Barrière the residual value of their benefit.

As regards an excluded Member with INFINIMENT status, their Card will automatically be deactivated by Groupe Lucien Barrière.

The excluded Member will be unable to claim any compensation.

Groupe Lucien Barrière will cease any canvassing of an excluded member.

Groupe Lucien Barrière reserves the right to take legal action in the courts against the Member to seek compensation for any harm suffered resulting from the Member's behaviour.

5 - LOSS OR THEFT OF THE CARD OF MEMBERS WITH INFINIMENT STATUS

If their Card is lost or stolen, a Member with INFINIMENT status must immediately inform Groupe Lucien Barrière of the fact by letter or report it directly to the reception desk of a Hôtel Barrière. A new

Card will be issued and sent by post to the Member, and the benefits of the lost or stolen Card will remain acquired by them with the new card.

Issuance of a first new Card in the event of loss or theft is free of charge. The Member will be charged €10 for any subsequent re-issuance of the Card.

If the Member does not inform a Hôtel Barrière or Groupe Lucien Barrière of the loss or theft when it occurs, they lose the ability to enjoy the benefits of INFINIMENT status within the Loyalty Programme. Groupe Lucien Barrière disclaims all liability in the event of fraudulent use of the Card. If the Customer gets their Card back, they undertake to return it to Groupe Lucien Barrière promptly so that the latter can issue them a new Card.

6 - GUARANTEE AND LIABILITY

6.1 - Malfunctions

The Member acknowledges and accepts the characteristics and limitations of the operation of the Loyalty Programme and of the information processing system of the Loyalty Programme allowing benefits to be granted. In particular, technical malfunctions may occur, such as in the event of electrical surges, occasional breakdowns in electronic components or programming errors or in the design of software used in all or part of the scope of operation of the Loyalty Programme.

Technical malfunction means any problem inherent in the operation and information processing system of the Loyalty Programme. In all cases where a Hôtel Barrière finds, on the basis of several corroborating elements, that the benefits of the Loyalty Programme have been unduly granted, in particular due to a technical malfunction, these benefits will be cancelled in their entirety. In this case the Member will be unable to claim or request any compensation or reparation. The Members will then be notified by notices or by any other means of communication sent to them or put on the www.hotelsbarriere.com website. Groupe Lucien Barrière SAS and Hôtels Barrière disclaim any liability for any direct or indirect damage, related to a technical malfunction or any temporary or permanent suspension of the operation of the Loyalty Programme. The Members will then be informed by notices or by any other means of communication sent to them or put on the www.hotelsbarriere.com website.

6.2 - Suspension, change to or termination of the Loyalty Programme.

Groupe Lucien Barrière reserves the right, which the Member of the Programme accepts, to change, suspend or discontinue at any time, temporarily or permanently, the operation of the Loyalty Programme or to modify its terms and conditions of use. In this case the Member will be unable to claim any compensation or reparation.

Groupe Lucien Barrière will notify the Member promptly of these changes, by notices at the Hôtels Barrière reception desks and on the website accessible at www.hotelsbarriere.com.

Lucien Barrière Group reserves the right, which the Member accepts, at any time to partly or entirely change the Loyalty Programme or the list of offers and/or benefits, or suspend or interrupt it temporarily or permanently, without the Members being able to claim any compensation or reparation. Groupe Lucien Barrière will inform the Members of this change promptly using the media referred to above.

If the Loyalty Programme is terminated, the Members will be able to use their benefits acquired within the limit of their validity date and within a maximum period of 6 months of termination of the programme.

6.3 - Data Protection

Retention of personal data

Personal data are kept throughout the period of validity of membership within the Loyalty Programme – A period required for the commercial relationship.

Change to personal data

The Member undertakes when registering for the Programme and throughout their participation in the Programme, to communicate accurate information.

In the event of a change to their personal data, the Member must inform Groupe Lucien Barrière of it promptly, or change their personal data directly in their personal space online via the website accessible at www.hotelsbarriere.com.

Personal data will be processed by Groupe Lucien Barrière, its subsidiaries, the company SFCMC and its subsidiaries, as listed in the privacy policy, acting as data controllers, to enable the customer relationship to be managed and to send Member communications and offers. Responses to the questions marked with an asterisk (*) on the account creation form are mandatory. If this information is not provided Groupe Lucien Barrière will be unable to create the account.

The Member's data, collected from the private space of the www.hotelsbarriere.com website, will be processed by the teams of Hôtels Barrière, the Information Services Department and the Marketing department of Groupe Lucien Barrière.

In accordance with the amended French Data Protection Act of 6 January 1978, you have the right to access, rectify, erase and restrict processing of your personal data. The Member also has a right to object to their data being processed, provided they have a legitimate reason and the right to object to their data being processed for the purpose of commercial canvassing as well as the right to give Groupe Lucien Barrière instructions on what should be done with their data after their death. To learn more about data processing and all rights regarding personal data, the Member may consult the privacy policy on the www.hotelsbarriere.com website. To exercise these rights, the Member may write to dpo@groupebarriere.com.

6.4 - Liability of Groupe Lucien Barrière or Hôtels Barrière

The photographs, texts, graphics and information reproduced and illustrating the Loyalty Programme, offers and Benefits are non-contractual. In the event of an obvious error between the characteristics of the products and services and how they are represented, Groupe Lucien Barrière disclaims all liability.

The offers of the statuses of the Loyalty Programme and the benefits presented in the Welcome Pack catalogue, accessible via the www.hotelsbarriere.com website cannot be returned, exchanged or replaced by another object or service, regardless of the reason. The benefits or offers cannot be redeemed for cash.

Groupe Lucien Barrière disclaims all liability with regard to the use of the service if it is not used in Hôtels Barrière.

The sale or exchange of benefits is strictly prohibited.

In the event of a dispute regarding the interpretation, the performance or the implementation of these General Terms and Conditions and after having contacted the customer service and in the absence of

a satisfactory reply within a period of 60 days, the customer may contact the Tourism and Travel ombudsman, whose contact details are the following:

Tourism and Travel Commission

Postal address: MTV Médiation Tourisme et Voyage BP 80,303 – 75823 PARIS CEDEX 17, FRANCE

Email: info@mtv.travel

Information: <http://www.mtv.travel>

In the absence of a satisfactory response, the Member may refer the matter to the court with jurisdiction to hear their case.

7 - TERRITORIALITY

The General Terms and Conditions of the Loyalty Programme are valid for each of the Hôtels Barrière in French territory.

8 - APPLICABLE LAW

These rules are subject to French law.

9 - CONTACT

For any question relating to the Loyalty Programme, Members may contact customer service using the following means:

- At Hôtels Barrière reception desks
- Via the www.hotelsbarriere.com website
- **By email at infiniment@groupebarriere.com**
- At the following postal address: Groupe LUCIEN BARRIERE SAS – Direction Marketing Hôtels – 35 Boulevard des Capucines 75002 PARIS – Phone: 01 42 86 50 00.