

GENERAL TERMS AND CONDITIONS OF THE INFINIMENT BARRIÈRE PROGRAM

GROUPE LUCIEN BARRIERE, a French simplified joint-stock company (SA) with a share capital of €1,215,144.68, whose registered office is at 33 rue d'Artois, Paris (75008), France, registered with the Paris Trade and Companies Register under number 320 050 859, has created an "INFINIMENT BARRIÈRE" loyalty program, for which the general terms and conditions of use are specified below.

These general terms and conditions of use apply in Barrière Hotels that have joined the INFINIMENT BARRIÈRE program (hereinafter referred to as "the Barrière Hotel(s)"). The list of these hotels is available by asking our services. This list may be modified at any time. We recommend that you consult it regularly.

The General Terms and Conditions of Use are available in the customer's Online Account, which can be accessed by entering their login details on the website www.hotelsbarriere.com and at the Barrière Hotels reception, on request.

Barrière Hotels are operated by subsidiaries of Groupe Lucien Barrière, 33 rue d'Artois, 75008 Paris, France, or by Société Fermière du Casino Municipal de Cannes and its subsidiaries.

Customers can register free of charge for this INFINIMENT BARRIÈRE program by creating an online account on the Infiniment Barrière page, under the "Create your account" section, which can be accessed at www.hotelsbarriere.com. When creating an online account, customers tick a box to confirm that they have read and accepted these general terms and conditions of use. No online account may be created without this agreement. The online account (including any data mentioned in it) is strictly personal and non-transferable.

The loyalty program is open to any customer residing in France or abroad, over 18 years of age, who is not excluded from the loyalty program under the conditions set out in Article 5 below.

1 – STATUSES OF THE INFINIMENT BARRIÈRE PROGRAM

The INFINIMENT BARRIÈRE loyalty program operates on the basis of a system of membership statuses.

- DÉCOUVERTE status
- INFINIMENT status

DÉCOUVERTE status is granted to any person who creates an Online Account on the website accessible at www.hotelsbarriere.com and who has not used the website www.hotelsbarriere.com or our booking center accessible on +33 (0)1 73 600 111 to book a stay at a Barrière Hotel in the three years prior to the account being created.

Customers with DÉCOUVERTE status can access their advantages from their Online Account on the www.hotelsbarriere.com website, under the "My advantages" section. No card or electronic card is issued for this status. To book their first stay and use their benefit, customers must sign in as members of the INFINIMENT BARRIÈRE program and then go to the "My offers" section in their Online Account or directly to the homepage of the www.hotelsbarriere.com website. Here, they can choose the desired Barrière Hotel, their dates and room category, and finalize their booking by accepting the General Terms and

Conditions of Sale. These advantages are only available for bookings made on the www.hotelsbarriere.com website by logging in as a member of the INFINIMENT BARRIÈRE program before finalizing the booking, or from the “My offers” section in the Online Account accessible at www.hotelsbarriere.com.

Customers with DÉCOUVERTE Status can receive information or special offers by any means, in particular by email, post or telephone, if they have validated this option when creating their Online Account, subject to the conditions set out in the article “Personal data”.

INFINIMENT Status is assigned

- To anyone who was already a member of the INFINIMENT BARRIÈRE loyalty program before the Online Account system was implemented in October 2019 and who has booked at least one stay at a Barrière Hotel in the past three years via the www.hotelsbarriere.com website or from our booking center accessible on +33 (0)1 73 600 111.
- To anyone who has created an Online Account on the www.hotelsbarriere.com website without having booked to stay at a Barrière Hotel via the www.hotelsbarriere.com website or with the Barrière booking center within three years of creating their Account, i.e. someone with DÉCOUVERTE status, who has just completed a stay at a Barrière Hotel booked via the www.hotelsbarriere.com website or with the Barrière booking center (for a stay ending on a Saturday or Sunday, the Infiniment status will be assigned the following Monday),
- To anyone who creates their online account on the www.hotelsbarriere.com website and who has completed at least one stay at a Barrière Hotel within the past three years, booked via the www.hotelsbarriere.com website or from the Barrière booking center.

Customers with INFINIMENT Status can access their advantages in the “My advantages” section of their online account on the www.hotelsbarriere.com website.

The INFINIMENT BARRIÈRE Card is an electronic card issued automatically by Groupe Lucien Barrière to holders of INFINIMENT status on the day they gain this status, by email to the email address entered in the customer’s online account.

For people who already own a physical INFINIMENT BARRIÈRE card, the electronic version is available in their online account.

The Card is free, for strictly personal use only, and non-transferable. It does not constitute a means of payment.

The INFINIMENT BARRIÈRE electronic card is sent to customers automatically by email after gaining INFINIMENT status and is available in their online account. It is intended to:

- Provide customers (hereinafter referred to as “Member(s)”) with permanent advantages, which are shown in their online account on the www.hotelsbarriere.com website under the “My advantages” section and can be used in participating Barrière Hotels, upon presentation of their electronic INFINIMENT BARRIÈRE card.
- Provide Members with advantages during their visits to Barrière Hotels and any partners participating in the loyalty program (hereinafter referred to as the “loyalty program”) on presentation of their electronic INFINIMENT BARRIÈRE card.

Members with INFINIMENT Status can also receive information or special offers by any means, in particular by email, post or telephone, if they have validated this option when creating their Online Account, subject to the conditions set out in the article “Personal data”.

2 – CONDITIONS FOR JOINING A STATUS AND THE LOYALTY PROGRAM

To join the Program, simply create your Online Account by completing a form available on the Infiniment Barrière page in the “Create your account” section of the www.hotelsbarriere.com website, and accept these general terms and conditions of use.

By creating an Online Account, Members access either the DÉCOUVERTE status or the INFINIMENT status directly, according to the criteria set out in Article 1.

A member with DÉCOUVERTE status is automatically assigned INFINIMENT status after completing their first stay in a participating Barrière Hotel, providing that the booking is made via the www.hotelsbarriere.com website with their login details or by telephone via the Barrière booking center accessible on +33 (0)1 73 600 111 (general line) or +33 (0)1 73 60 01 23 (line dedicated to the INFINIMENT BARRIÈRE program). INFINIMENT status is automatically assigned on the day of check-out, or the following Monday if check-out takes place on a Saturday or Sunday. Customers shall immediately receive the electronic INFINIMENT BARRIÈRE card accompanied by a summary containing essential information about INFINIMENT status advantages, at the email address given in their online account on the www.hotelsbarriere.com website.

The card remains active until the member expressly withdraws it. Members may exercise their right of withdrawal either by sending an email to dpo@groupebarriere.com or by registered letter with acknowledgment of receipt to Groupe Lucien Barrière Direction Marketing Hôtels, 33 rue d’Artois, 75008 Paris, France. The card will be deactivated and the Online Account deleted in the event of the death of the member and in the absence of contrary instructions from the deceased, as soon as the information has been brought to the attention of Barrière Hotels or Groupe Lucien Barrière by sending a registered letter with acknowledgment of receipt to 33 rue d’Artois, 75008 Paris, France.

Cards and personal accounts will also be deactivated if there is no activity (i.e.: no visits are made or the personal account is not accessed) for five years. Cards and their associated account can be reactivated by request to our reservations department at infiniment@groupebarriere.com.

The card and personal space account will also be deleted in the event of inactivity (no stay or no connection to the personal space) for 5 years. The card and associated account can be reactivated on request to our reservations department infiniment@groupebarriere.com

Members may use their electronic card in participating Barrière Hotels as soon as they gain INFINIMENT status. Barrière Hotels reserve the right to carry out checks on the use of the electronic Card and/or its holder at any time.

Any change to the data provided when joining the loyalty program must be updated as soon as possible in your online account on the www.hotelsbarriere.com website. The member hereby guarantees the accuracy of all information provided and shall be solely responsible for any erroneous, incomplete and obsolete information.

At any time, the member may request to unsubscribe from the loyalty program, either by sending an email to the following address: dpo@groupebarriere.com or by registered letter

with acknowledgment of receipt to Groupe Lucien Barrière, Direction Marketing Hôtels, 33 rue d'Artois, 75008 Paris, France. In this case, if the Member still holds a physical card, they must return their physical card to one of the Barrière Hotels or return it by post to Groupe Lucien Barrière, 33 rue d'Artois, 75008 Paris, France, and may no longer claim their advantages from the date on which Groupe Lucien Barrière receives the request to unsubscribe. If they hold an electronic card, Groupe Lucien Barrière will deactivate the electronic Card. The Card will be deactivated and the Online Account deleted in the event of the death of the member and in the absence of contrary instructions from the deceased, as soon as the information has been brought to the attention of the Barrière Hotels or Groupe Lucien Barrière either by email at the address dpo@groupebarriere.com or by sending a registered letter with acknowledgment of receipt to 33 rue d'Artois, 75008 Paris, France.

3 – ADVANTAGES OF THE INFINIMENT BARRIÈRE LOYALTY PROGRAM

3.1 – Permanent offers of the loyalty program DÉCOUVERTE Status

Under the INFINIMENT BARRIÈRE loyalty program, members with DÉCOUVERTE Status enjoy direct access to one-off or permanent “special offers”. These offers consist, for example, of promotional discounts on services offered by Barrière Hotels participating in the INFINIMENT BARRIÈRE loyalty program and early access to national promotional discounts. Members are aware of these offers when registering for the INFINIMENT BARRIÈRE loyalty program and throughout the duration of the INFINIMENT BARRIÈRE loyalty program and the DÉCOUVERTE status.

These offers are valid from the creation of an Online Account accessible on the www.hotelsbarriere.com website. These offers cannot be combined either with each other or with other temporary promotions at Barrière Hotels.

Groupe Lucien Barrière is free to modify these permanent offers. In this case, members will be informed of any changes via the INFINIMENT BARRIÈRE loyalty program communication channels, i.e. by email to the address entered at the time of registration and on the website accessible at www.hotelsbarriere.com.

DÉCOUVERTE status members are informed of promotional offers as soon as they are posted online, in the Online Account accessible on the www.hotelsbarriere.com website.

Members wishing to benefit from an offer with their DÉCOUVERTE status must go to www.hotelsbarriere.com or to their Online Account, sign in, choose the offer they wish to use, choose their dates and the Barrière Hotel, and finalize their booking by accepting the general terms and conditions of sale. These advantages are only available for bookings made on the www.hotelsbarriere.com website by logging in as a member before finalizing the booking, or from the “My offers” section in the Online Account accessible from the Website at www.hotelsbarriere.com.

3.2 – Permanent advantages of the loyalty program INFINIMENT Status

Upon gaining INFINIMENT status, members are made aware of the advantages and offers available to them in the welcome email sent following their check-out or on the Monday following their stay. These advantages are also visible on the various INFINIMENT BARRIÈRE loyalty program communication channels (www.hotelsbarriere.com website, Barrière Hotels reception).

Groupe Lucien Barrière is free to modify these advantages after informing INFINIMENT Status Members via the usual INFINIMENT BARRIÈRE loyalty program communication channels.

Groupe Lucien Barrière reserves the right to replace any gift or benefit at any time, for any reason whatsoever, with a gift or benefit of equivalent value, in particular in the event of a stock shortage or cancellation of the benefit for any reason whatsoever. Should the advantages be modified, members shall be informed as soon as possible via any usual communication channel.

Members wishing to take advantage of a discount offer for a stay reserved for members with INFINIMENT status must go to the website www.hotelsbarriere.com or to their Online Account, sign in, choose the offer they wish to use, choose their dates and the Barrière Hotel and finalize their booking by accepting the general terms and conditions of sale. These advantages are only available for bookings made on the www.hotelsbarriere.com website by logging in as a member before finalizing the booking, or from the “My offers” section in the Online Account accessible from the Website at www.hotelsbarriere.com.

Any Member wishing to make use of other advantages (other than discounts on a stay at a Barrière Hotel) during their stays at one of the Barrière Hotels must show their electronic card to receive the benefit or provide their INFINIMENT BARRIÈRE membership number if the use of the benefit requires a prior booking with the establishment (e.g. a restaurant at Casino Barrière).

Advantages will be issued at the sole initiative of the Barrière Hotel where the member wishes to use their benefit, provided that the required acquisition conditions have been met and stock is available.

Members are solely responsible for the custody and preservation of their card.

4 – EXCLUSIONS FROM THE LOYALTY PROGRAM

4.1 – Persons automatically excluded from the INFINIMENT status of the INFINIMENT BARRIÈRE loyalty program:

Groupe Lucien Barrière may not issue electronic cards to the following persons:

- People who do not meet the conditions required for allocation of the electronic card, as set out in Article 1,
- Minors, even emancipated,
- Employees of Groupe Lucien Barrière, its subsidiaries and Société Fermière du Casino Municipal de Cannes and its subsidiaries.

The exclusions set out in Article 4.1 shall entail a refusal to issue a card for the entire exclusion period.

4.2 – Exclusion from the loyalty program during membership

Any person registered with the INFINIMENT BARRIÈRE loyalty program will be excluded from the loyalty program on the following conditions:

Grounds:

GTCU december 2023

- A member of the INFINIMENT status who uses or allows fraudulent or false use of the card,
- A member and/or accompanying person who behaves disrespectfully towards Barrière Hotels staff or who does not comply with the procedures set out in the internal regulations of the Barrière Hotel,
- A member who causes an incident inside the Barrière Hotel during a stay, whether or not this causes damage,
- A member who repeatedly fails to pay for their stays/services.

Procedures:

The member shall receive a registered letter with acknowledgment of receipt informing them of the date of exclusion, the grounds and the consequences.

Consequences:

- Loss of right to use the card for the member with INFINIMENT status in all Barrière Hotels.
- Loss of the possibility to use any advantages and offers at all Barrière Hotels from the date of exclusion.
- Loss of the right to use the accumulated advantages.

The excluded member may not claim the residual value of the advantages associated with their status from Barrière Hotels and/or Groupe Lucien Barrière.

In the event of exclusion of a member with INFINIMENT status, the card will be automatically deactivated by Groupe Lucien Barrière.

The excluded member may not claim any compensation.

Groupe Lucien Barrière will cease all commercial contact with an excluded member.

Groupe Lucien Barrière reserves the right to initiate legal proceedings against the member to remedy any losses it considers it has suffered as a result of the member's behavior.

5 – LOSS OR THEFT OF THE CARD OF INFINIMENT STATUS MEMBERS

In the event of the loss or theft of their card, INFINIMENT status members must immediately notify Groupe Lucien Barrière by post or by informing the reception desk of a Barrière Hotel directly. If the member owned a physical card, they will not be sent a new card but may continue to benefit from their electronic card sent by email to the address given by the member in their online account. If the member only has an electronic card and has lost the email containing it, they can find it in their online account in the "My Profile" section. Their electronic card can be sent by email at any time by clicking "Receive my card by email".

If a card member does not inform a Barrière Hotel or Groupe Lucien Barrière of the theft or loss at the time it occurs, they shall lose the opportunity to use their INFINIMENT status advantages under the INFINIMENT BARRIÈRE loyalty program. Groupe Lucien Barrière accepts no liability for the fraudulent use of the card.

6 – WARRANTY AND LIABILITY

6.1 – Technical faults

Members acknowledge and accept the characteristics and limitations of the operation of the INFINIMENT BARRIÈRE loyalty program and the information processing system of the INFINIMENT BARRIÈRE loyalty program allowing advantages to be awarded. In particular,

it is possible that technical faults may occur, in particular due to power surges, occasional breakdowns of electronic components or programming or software design errors that fall wholly or partly within the scope of operation of the INFINEMENT BARRIÈRE loyalty program.

The term “technical faults” means any problem inherent in the INFINEMENT BARRIÈRE loyalty program operation and information processing system. In all cases where a Barrière Hotel finds that multiple concordant elements demonstrate that INFINEMENT BARRIÈRE loyalty program advantages have been unduly issued, in particular due to a technical fault, said advantages shall be canceled in full without the member being able to claim or request any compensation. Members will be notified through the publication of notices or any other means of communication, or via the website www.hotelsbarriere.com. Groupe Lucien Barrière SA or Barrière Hotel may not be held liable for any direct or indirect damage linked to a technical fault or any temporary or permanent suspension of the operation of the INFINEMENT BARRIÈRE Loyalty Program. Members will be informed through the publication of notices or any other means of communication, or via the website www.hotelsbarriere.com.

6.2 – Suspension, modification or termination of the Loyalty Program

The member hereby accepts that Groupe Lucien Barrière reserves the right to modify, suspend or interrupt, temporarily or permanently, the loyalty program and/or the operation of the card, or change the general terms and conditions of use of the card or the loyalty program at any time, without the member being able to request any compensation. Groupe Lucien Barrière shall notify members within a reasonable timeframe before the suspension/modification or termination of the card and/or the loyalty program takes effect, via the publication of notices at the Barrière Hotels reception and on the website www.hotelsbarriere.com.

The member hereby accepts that Groupe Lucien Barrière reserves the right to modify all or part of the loyalty program, including the list of advantages, to suspend it or to interrupt it temporarily or permanently, in whole or in part, at any time, without members being able to request any compensation.

In general, Groupe Lucien Barrière may modify the loyalty program, provided that its members are given prior notice.

Modifications may be made to any one of the following conditions:

- In order to provide a proportionate response to changes in the costs incurred by Groupe Lucien Barrière for the services provided as part of the membership of its members,
- To make changes to the way member accounts are managed:
 - If Groupe Lucien Barrière modifies the advantages and services included in its Members' accounts
 - If the modification is beneficial to members (technical: e.g. strengthening account security) or if it is neutral,
- To reflect changes or modifications in the technology used,
- Due to requirements associated with regulatory or legislative modifications.

Therefore, in the event of modifications to the loyalty program in whole or in part, including the list of advantages, Groupe Lucien Barrière shall inform members of said modification within a reasonable timeframe before the change takes effect by using the communication

channels referred to above. However, in the event of any modification, members shall retain the advantages of their status acquired on their card up to that date.

In the event of termination of the loyalty program throughout France, members may use any advantages acquired within their validity date and within a maximum period of six months after the termination of the program. In the event of the termination of the loyalty program in one Barrière Hotel, members may use any advantages acquired in another Barrière Hotel.

6.3 – Personal data

Nature of personal data

Any personal data requested in connection with registration for the INFINIMENT BARRIÈRE loyalty program, in particular, your title, surname, first name, postal address, telephone number with country code and email address, in addition to any data communicated or generated by your website browsing, constitutes confidential data.

Retention of personal data

Personal data are retained for the entire validity period of membership of the INFINIMENT BARRIÈRE loyalty program - the duration necessary for the business relationship.

Modification of personal data

Members shall provide accurate information when registering for the INFINIMENT BARRIÈRE loyalty program and throughout their participation in said program.

In the event of a change to their personal data, members must inform Groupe Lucien Barrière as soon as possible, or modify their personal data directly in their online account on the website accessible at www.hotelsbarriere.com.

Personal data are processed by Groupe Lucien Barrière, its subsidiaries, SFCMC and its subsidiaries, as listed in the privacy policy, which act as data controllers to facilitate customer relations and send communications and offers. Questions marked with an asterisk (*) on the account creation form are mandatory. If these are not completed, Groupe Lucien Barrière will not be able to create the account.

Member data collected via the online account on the website www.hotelsbarriere.com will be processed by the Barrière Hotels teams, the Information Services Department and the Marketing Department of Groupe Lucien Barrière.

Pursuant to the French Data Protection Act of January 6, 1978, as amended, members have the right to access, edit, erase and restrict the processing of any personal data concerning them. Members also have the right to object to the processing of their data for legitimate reasons, the right to object to the processing of their data for the purposes of commercial prospecting, and the right to give Groupe Lucien Barrière instructions on the fate of their data after their death. To learn more about data processing and all rights concerning personal data, members can consult the privacy policy at the following address:

<https://www.hotelsbarriere.com/fr/informations-legales/politique-de-confidentialite.html>.

To exercise these rights, members can contact the Groupe Barrière personal data protection officer, either by post at 33 Rue d'Artois, Paris 75008, France, or by email at the following address: dpo@groupebarriere.com.

6.4 – Liability of Groupe Lucien Barrière or Barrière Hotels

The photographs, texts, graphics and information reproduced illustrating the INFINIMENT BARRIÈRE loyalty program, offers and advantages do not fall under the contractual scope. In

the event of an evident error between the characteristics of the products and services and the representation thereof, Groupe Lucien Barrière may not be held liable.

The offers of the INFINIMENT BARRIÈRE loyalty program statuses and the advantages presented on the online account and accessible from the website www.hotelsbarriere.com may not be taken over, exchanged or replaced by another object or service for any reason whatsoever. No cash value will be allocated in exchange for advantages or offers.

Groupe Lucien Barrière declines all responsibility concerning the use of services when redeemed outside of Barrière Hotels.

The sale or exchange of advantages is strictly prohibited.

In the event of a dispute concerning the interpretation, performance or implementation of these general terms and conditions, after having contacted customer services and failing a satisfactory response within 60 days, the customer may contact the Tourism and Travel Ombudsman in France, whose contact details are as follows:

Tourism and Travel Ombudsman (Médiation Tourisme et Voyage)

Postal address for official complaint: 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 dispute.

7 – TERRITORIALITY

The general terms and conditions of the INFINIMENT BARRIÈRE loyalty program are valid for each of the participating Barrière Hotels.

8 – APPLICABLE LAW

These regulations are subject to French law.

9 – CONTACT

For any questions relating to the loyalty program, members may contact customer services as follows:

- At the reception desk of Barrière Hotels,
- By email to infiniment@groupebarriere.com
- By telephone on +33 (0)1 73 60 01 23,
- At the following postal address: Groupe LUCIEN BARRIERE SA, Direction Marketing Hôtel, 33 rue d'Artois, 75008 PARIS, FRANCE

10 - TRANSFERRING THESE TERMS AND CONDITIONS

GLB reserves the right to transfer all or part of its rights and obligations hereunder to one of its subsidiaries or affiliates or to third parties.

You may not transfer any of the rights granted to you under these terms and conditions without our prior written consent.

11 - AMENDMENTS TO THESE TERMS AND CONDITIONS

These GTCU can be accessed via the user's account. GLB reserves the right to update the GTCU at any time by publishing a new version at the specified address. We may do so for a number of reasons, including, but not limited to, adapting the GTCU to the legislative or regulatory provisions in force or in the process of being adopted; adapting the GTCU to a decision taken by a jurisdiction, a consumer rights protection authority or any other competent authority where said decision affects the content of the website or the services offered by the application; to prevent abuse, damage or for security reasons; because we are changing the nature of our products or services; for technical reasons; or because the needs of our business have changed. You agree that if you do not accept changes in our terms and conditions, you must immediately stop accessing and/or using our services.

12 - DIVISIBILITY

If any provision of these terms and conditions is found to be invalid or unenforceable under applicable law, such provision shall be construed in a manner consistent with applicable law, reflecting as closely as possible its original intent, and the remaining provisions shall remain in full force and effect. If it is impossible to interpret an invalid or inapplicable element of these terms and conditions in accordance with the applicable law, that element will be considered as non-existent within these terms and conditions, without prejudice to the remaining provisions.

13 - WAIVER OF RIGHTS

Non-exercise or non-enforcement of any of our rights hereunder shall not constitute a waiver of our ability to exercise or enforce such rights subsequently.