GENERAL TERMS AND CONDITIONS OF SALE

ibis BUSINESS Card

ACCOR S.A., a limited company with share capital of EUR 870.366.459, with its head office located at 82 rue Henri Farman, 92130 Issy-Les-Moulineaux, France, registered in the Trade and Companies Register of Nanterre under No. 603 036 444, is the company responsible for managing the customer loyalty program and the subscription cards of the hotels of the Accor Group (hereinafter referred to as the “Manager” or “the Program Manager”). ACCOR S.A. offers the ibis BUSINESS subscription Program (the “Program”), for its subscribers (“Subscribers”) to enjoy. The benefits hereinafter referred to are available when subscribers stay at ibis, ibis Styles and ibis budget participating hotels (list of hotels not participating in the program).

The Program is only applicable if legislation of the Subscriber’s country of residence permits it. Otherwise, subscription is null and void.

1. DEFINITIONS

Individual Subscriber: Subscriber who is not liable for VAT in their country and who is not buying an ibis BUSINESS card for the purposes of their business activity.

Professional Subscriber: Subscriber who is liable for VAT in their country and who is buying an ibis BUSINESS card for the purposes of their business activity.

Check-in: Date and time of arrival at the hotel.

Checkout: Date and time of departure from the hotel.

Customer: A customer who has not accepted the General Terms and Conditions of Sale of the Program.

ibis Family: ibis, ibis Styles and ibis budget hotels.

Participating Hotels: ibis, ibis Styles and ibis budget hotels participating in the ibis BUSINESS Program (see Article 2.a).


2. FEATURES OF THE PROGRAM

a. HOTELS PARTICIPATING IN THE PROGRAM

The hotels participating in the Program (hereinafter referred to as the ‘Participating Hotels’) are establishments of the ibis, ibis Styles and ibis budget brands.

The ibis BUSINESS card is not valid in China and in hotels not participating in the Program (list of hotels not participating in the program). The benefits relating to the ibis BUSINESS Program (including preferential rates) will no longer be valid or available in a hotel after the date on which this hotel terminates its participation.
b. PROGRAM BENEFITS

Program benefit attribution rules are based on the validity of the ibis BUSINESS card of the Subscriber on the Check-in date. The granting of the benefits of the Program is only guaranteed to Subscribers if the booking was made using one of the ibis BUSINESS rates available on the Websites.

Preferential Rates
Subscribers receive a discount of 10% on the best flexible rate of the day, displayed in the hotel or on the Websites, and a 5% discount on non-flexible rates, including ibis Family public promotional rates that are indicated as such, for a maximum of two (2) rooms, provided that one of the rooms is occupied by the Subscriber, and that the associated costs of all rooms are paid for personally by the Subscriber, at the latest, when checking out. These discounts are cumulative with the Members Rate of ALL.
Subscribers receive a 10% discount on all food and beverage expenses at the restaurant and the bar of Participating Hotels, even if they are not staying at the hotel.
This discount does not apply to the optional extras that Subscribers have selected at the time of booking their stay or at any point before checking in (such as catering options: breakfast, half board etc.).
If the booking was made at a non-flexible rate with specific terms and conditions, such as compulsory prepayment and no possibility of change or cancellation, Subscribers must comply with the Terms and Conditions of Sale relating to the rate and, if applicable, allow their payment card to be charged if necessary.
The net rate, including Subscribers’ discount, is displayed on the Websites.

Hotel Services
Subscribers get the following benefits and services when staying at participating hotels:
– Guaranteed room availability applies if the booking was made before twelve noon (12 pm, local time at the hotel), at least forty-eight (48) hours before the arrival date. This guarantee only applies to stays booked at a flexible ibis BUSINESS rate, and only for the room of the Subscriber.
If this availability guarantee cannot be honored, the hotel reserves the right to provide full or partial accommodation to Subscribers in a hotel of an equivalent category, services of the same kind and subject to the prior agreement of the Subscriber.
Any additional cost of the room, transportation between the two hotels and a telephone call will be paid for by the hotel or else reimbursed, provided that the hotel where the booking was initially made receives the corresponding invoices within two (2) months.
If there are special events that lead to high demand at the selected destination, Subscribers will not receive any Program benefits. The official calendar of dates of non-availability is made available to Subscribers online and is updated at least once a quarter. In order to ensure that they benefit from the availability guarantee, Subscribers must always make a specific request when booking.
A dedicated customer service team, whose contact details are available on the Websites, is available in five languages (German, English, French, Portuguese and Spanish) for any information regarding the Program.

Gold Status of ALL
Becoming a Subscriber of the ibis BUSINESS Program allows Subscribers to get an automatic upgrade to Gold Status of the ALL program while their ibis BUSINESS Subscription is valid.
The General Terms and Conditions of Use for ALL program are available at the following address: https://all.accor.com/loyalty-program/legal/terms-and-conditions/index.en.shtml.
3. PROGRAM SUBSCRIPTION

a. TERMS AND CONDITIONS OF SUBSCRIPTION AND PACKAGES

Terms and Conditions of Subscription

Any natural person, as a private individual or acting in a professional capacity, can become a Subscriber of the ibis BUSINESS Program, if the natural person has the legal capacity to enter into a contract, within the meaning of the law of the country of the Subscriber, and has an email address. Children under the age of 18 are not allowed to participate in the Program. Subscription to the Program requires the payment of a flat fee by the Subscriber. The payment is made when applying on Websites or directly at the hotel (at participating hotels). In case of non-payment, subscription to the Program will not be validated.

Packages

Subscribers may choose to subscribe to the ibis BUSINESS Program for a period of one (1) year or two (2) years from the date of becoming a Subscriber of the Program.

The cost of subscription applies in accordance with the information displayed in the hotel where the subscription is made, or on the Websites when subscribing and may vary depending on temporary promotions or specific local conditions, as well as the term of the subscription selected, in accordance with the information provided on the Websites.

If a Customer subscribes at an ibis budget hotel while staying at this hotel, the Subscriber is eligible to be reimbursed for a portion of the costs of this stay. This reimbursement offer is valid for any new subscription or renewal that is performed in a hotel of the ibis budget brand, subject to the Subscriber having stayed in the hotel when they subscribed, in accordance with the information displayed in that same hotel. The amount reimbursed may vary depending on temporary promotions or specific local terms and conditions, and depends on the term of the subscription selected (one (1) year or two (2) years). Subscribers will be reimbursed by bank transfer on the bank card used for the purchase within three (3) weeks of the subscription date.

b. TERMS AND CONDITIONS OF SUBSCRIPTION

The ibis BUSINESS card bears the name of the Subscriber and an individual identification number. It is therefore strictly personal and not transferable.

Subscribers are responsible for the veracity of the data communicated during subscription.

If Professional Subscribers residing in the European Union wish to be reimbursed for VAT, they must include their intra-Community VAT number in the field provided on the online subscription form, or give this information to the front desk for subscriptions made at a participating hotel. Subscribers are responsible for the accuracy of the information provided and are solely responsible for the data provided. If the intra-Community VAT number is found to be incorrect or false, Professional Subscribers in the European Union may be billed for French VAT, calculated on the price of the ibis BUSINESS card, by Accor SA.
Professional Subscribers from outside the European Union do not have to provide an intra-Community VAT number but must declare that they are liable for VAT in their country of residence. Professional Subscribers are solely responsible for this declaration. If this statement is inaccurate or incorrect (place of residence or professional status), Subscribers may be billed for French VAT.

For more information on VAT registration numbers and related regulations, please visit the following websites:
https://ec.europa.eu/taxation_customs/business/vat_en

If applying online, in accordance with Article L. 221-18 of the French Consumer Code, Individual Subscribers have the right to withdraw that they may exercise by writing to the customer services department within 14 calendar days of registering on the Websites, provided that they have not benefited from Program benefits before this period elapses. In order to exercise this right, the Individual Subscriber must fill out the withdrawal form contained in Annex 1 and then return it by registered mail with acknowledgment of receipt to the following address: Accor SA, 82 rue Henri Farman, 92130 Issy-les-Moulineaux, France.

The Individual Subscriber will be reimbursed for sums paid at the latest within 14 days of the date of receipt of the withdrawal form by Accor SA.

At Participating Hotels
The Customer can join at the front desk of any hotel participating in the Program. Customers must provide the necessary details to become a Subscriber (last name, first name, email address, mailing address, telephone number and language of communication, as well as a VAT number for Professional Subscribers residing in the European Union). The Customer will also have to accept the General Terms and Conditions of Sale of the Program that are available on the online subscription section, the Websites and included in the confirmation email.

After payment has been accepted by Accor SA, the new Subscriber will receive an email confirming their subscription and card number to the email address provided.

Via the Websites
Customers can also join the ibis BUSINESS Program via a registration form available on the Websites. Customers must provide the necessary details to become a Subscriber (last name, first name, email address, mailing address, telephone number and language of communication, as well as a VAT number for Professional Subscribers residing in the European Union).

Customers will also have to accept the General Terms and Conditions of Sale of the Program by checking the checkbox relating thereto. Upon completing their online subscription, and after the payment online has been validated by Accor SA, Subscribers will receive an email confirming their subscription and card number to the email address provided.

c. RECEIVING THE CARD AND TERMS AND CONDITIONS OF USE

Upon confirmation of subscription, Subscribers will receive an email that includes their card number, and they may receive the benefits and use the services of the Program in accordance with the conditions set out hereinafter (Article 7).

If they wish, Subscribers will receive a physical version of the ibis BUSINESS card, sent by mail to the address provided in their subscription form.
In order to benefit from the Program, Subscribers must indicate their card number at the time of booking and upon arrival at the hotel. Subscribers cannot pass on the benefits of the subscription program to a third party if the Subscriber is not staying at the hotel (or if the Subscriber is not present as regards the preferential rates on purchases at the hotel’s restaurant and bar). Upon arrival at the hotel, Subscribers must present the physical version of the card or the online version, which is accessible from their personal account on the Accor mobile app. If Subscribers are unable to show proof of valid subscription, Subscribers may be denied access to the benefits of the Program.

Subscription to the ibis BUSINESS program is strictly personal and not transferable. It may not be sold, loaned or transferred. An email address can only be used once to set up an account. Subscribers must keep their card number and password confidential. Subscribers are responsible for any operation from and to their account. The card may only be used by the Subscriber whose name is on the card.
In the event of loss or theft of the card or their password, Subscribers must inform Accor SA using the “Support Space” area (https://secure.accorhotels.com/gb/support/contact.shtml) of the Websites as soon as possible.

Program benefits will be granted subject to compliance with these provisions.

The ibis BUSINESS card does not constitute a method of payment and does not guarantee booking. In order to guarantee a booking, Subscribers may be requested to provide a bank card number at the time of booking.

d. PERSONAL ACCOUNT
The personal account is strictly personal. It is created and used under the Subscribers’ sole responsibility. Use of the personal account allows Subscribers, in particular:
- To view details of their subscription and stay history and renew their subscription if necessary.
- To be identified on the Websites.
- To enter stay preferences, personal preferences, and favorite brands and destinations.
- To view their booking history and modify current bookings, where applicable.
- To sign up for newsletters of Accor, ALL and Accor brands, and view their newsletter subscriptions.
- To access personalized offers and services.

4. RENEWAL AND TERMINATION PROCEDURES

a. SUBSCRIPTION RENEWAL
Subscribers can renew their subscription by paying the sum corresponding to the term of the subscription chosen (one (1) year or two (2) years), at the hotel during a stay at a Participating Hotel or directly online on the Websites. The cost of renewing applies in accordance with the terms displayed in the hotel or on the Websites. This cost may vary depending on temporary promotions or specific local conditions. Subscribers can renew their subscription thirty (30) days before subscription expires, and at any time after their current subscription has expired. If the subscription expires, Subscribers will no longer be able to receive the services and benefits Program until they have renewed their subscription.
b. TERMINATION BY SUBSCRIBERS
Subscribers may decide to leave the Program at any time by contacting the customer services department, whose contact details are available on the Websites, bearing in mind that issued cards cannot be fully or partially reimbursed, even if they have not been used.

c. EXCLUSION OF THE PROGRAM BY THE PROGRAM MANAGER
Any use contrary to these general terms and conditions may result in the immediate cancellation of the subscription, its benefits and the closure of the account, without the Subscriber being entitled to claim any indemnity for any reason whatsoever.
In the case of misuse or fraudulent use of the benefits offered by the Program, fraudulent use of the subscription system, loaning a personal card or use of the Program to allow a third party to benefit, by the Subscriber, Accor SA reserves the right to immediately terminate the subscription concerned and to terminate relations with the Subscriber.

d. EFFECTS OF TERMINATING SUBSCRIPTION TO THE PROGRAM
In all cases, the end of subscription implies a complete withdrawal of the Program and the loss of the status of a Subscriber, as well as the definitive end of any relationship between Accor SA and the Subscriber.

5. SUBSCRIBER’S RESPONSIBILITY
Subscribers must respect the following commitments and rules under penalty of exclusion from the Program:

- To comply with the internal rules of the hotels that are participating in the Program.
- To present their card and/or card number when booking and upon arrival at the hotel.
- To not loan or transfer their card to a third party.
- In the event of loss or theft, the Subscriber must inform Accor SA using the "Support Space" area of the Websites.

6. PROGRAM COMMUNICATION
Subscribers can read all the information regarding their subscription on the All.accor.com website by going to their personal account. Any Subscriber can opt in to receive electronic business communications from ibis BUSINESS and from the Accor Group, including Subscribers-only promotions.
If Subscribers no longer wish to receive business communications via email, they can unsubscribe from the commercial offers at any time by clicking on the unsubscribe link at the bottom of the email, without affecting their ibis BUSINESS subscription.
Any change of email address or mailing address, name or any other information requested during the initial registration (last name, first name, email address, mailing address, telephone number, language of communication and VAT number for Professional Subscribers residing in the European Union)—see Article 4.2—must be made by Subscribers as soon as possible on their personal account.
7. PROTECTION OF PERSONAL DATA

PROTECTION OF PERSONAL DATA

The data collected when registering or when a Subscriber of the Program is processed by Accor SA, data controller, with its head office located at 82 Rue Henri Farman, 92130 Issy-les-Moulineaux, France, for the purposes of implementing the General Terms and Conditions of Sale of the Program and, based on legitimate interest, for the purposes of its marketing activities (including targeted marketing campaigns).

The data is communicated to legal entities in the Accor Group, in particular Accor SA, which manages the Program’s operations, and their service providers. Data may also be disclosed to the contractual partners of the program (hotels, airlines and other partners) so the Subscriber can take full advantage of the offers of these partners. It will be protected as described in our Personal Data Privacy Policy.

The data may be transferred to countries that do not provide an adequate level of protection. For that reason, appropriate and adequate safeguards are in place, a copy of which you may request. Data relating to Subscribers may be transmitted, depending on the circumstances, for the above-mentioned purposes, to recipients located in countries that are not subscribers of the European Union, in particular:
- Partner loyalty programs and airlines that Subscribers choose, for the purposes of managing transfers of Rewards points and managing claims. The list of Partners and companies is accessible in the ALL section of the All.accor.com website. This transfer, for which Subscribers give their express consent for each transfer, is necessary to perform the request to transfer Rewards Points or miles.
- The entities and hotels in the Accor Group. This transfer is necessary to execute the contract entered into by Subscribers with the data controller.
- External service providers with call centers to handle claims in accordance with the scope entrusted to them. These data transfers are governed by flow conventions.

Based on its legitimate interest, Accor SA also processes personal data for the purpose of detecting and managing anomalies and, in particular, fraud, which may occur when registering to become a Subscriber or when earning and spending Points. The data collected in this context is sent to authorized staff of Accor SA, its service providers and, if necessary, Program partners, as well as the manager of the hotel affected by an anomaly. Subscribers will be informed by mail of any anomalies detected that concern them.

You have the right of access, to rectification, to erasure, to restrict or object to processing, to data portability, and the possibility of giving instructions regarding the way in which this data must be processed following your death, by writing to data.privacy@accor.com. You also have the right to make a complaint to a supervisory authority.
8. ACCEPTING THE PROGRAM’S TERMS AND CONDITIONS OF SALE AND APPLICABLE LAW

Subscription to the Program implies acceptance without reservation of these General Terms and Conditions of Sale by Subscribers. These General Terms and Conditions of Sale supersede all previous texts. These General Terms and Conditions of Sale are governed by French law without prejudice to any mandatory protective provisions that may be applicable in the country of residence of consumers. In the event of a dispute relating to these General Terms and Conditions of Sale, Accor SA. informs Subscribers of the option of convention mediation or any alternative dispute settlement method. After having referred the matter to the customer service department and attempting to resolve the dispute amicably, and failing an amicable settlement within 60 days from the date of referral, such a dispute or litigation will be submitted to the competent courts of Paris. If no amicable settlement is reached between Accor SA. and an individual, the said dispute or litigation will be submitted to the competent courts under the provisions of the French Code of Civil Procedure or the French Consumer Code.

LANGUAGE
These Terms and Conditions of Sale of the Program and any communication relating to the Program are written in French and translated into English, German, Spanish, Italian, Portuguese and Dutch. In case of contradiction with any foreign language version, the provisions of the French version will prevail.

ANNEX 1: WITHDRAWAL FORM

The Individual must fill out and return by registered mail with acknowledgment of receipt this form only if they would like to withdraw from the order placed on the Websites and they still have the right to withdraw.

Date:

For the attention of Accor SA, 82 rue Henri Farman, 92130 Issy-Les-Moulineaux, France:

I hereby notify you of my withdrawal from the contract relating to the sale of the ibis BUSINESS card below:

Ordered on:

Individual’s name:

Individual’s address:

Individual’s signature: