### **REGULATIONS**

## **TERMS AND CONDITIONS**

- 1. Be our Guest Loyalty Programme, which offers rewards to clients of the group's hotels who book accommodation through the website of the participating hotels (Vilalara Grand Hotel, Tróia Design Hotel, Quinta das Lágrimas).
- 2. Anyone aged 18 or over may join the club. Members will receive a membership number.
- 3. Participation in the programme and rewards earned are personal and non-transmissible and may not be assigned to a third party under any circumstances.
- 4. Members must always keep their contact details and profile updated in the Members' area in the dedicated area of the Be Our Guest platform and may cancel their membership at any time simply by submitting a written request to that effect to any of the hotels belonging to the programme or to the e-mail address provided, 30 days prior the date on which they wish their membership to cease.
- 5. Under no circumstances may the balance credited to a Loyalty Programme Member's account be exchanged for cash, vouchers or any other reward not mentioned in these regulations.

#### **REWARDS**

- 1. The Loyalty Programme gives its Members a balance equivalent to 5% of consumption in accommodation, restaurants and bars to use on their next stay.
- 2. The Loyalty Programme also gives its Members a 10% discount extra on food and beverages and 15% off at SPA treatments (excludes Thalassoterapy treatments at Vilalara Grand Hotel).
- 3. When exclusive and periodic campaigns, sales drives and promotions are being run, a bonus balance will be credited to Loyalty Programme Members who sign up for them. These offers may be of various kinds and the relevant information will be made available on the Members' Area of the hotel website <a href="www.troiadesignhotel.com">www.troiadesignhotel.com</a>, <a href="www.vilalara.com">www.quintadaslagrimas.pt</a> , as well as by e-mail, SMS or newsletter.

### **CONDITIONS OF USE - REWARDS**

1. When booking or using Loyalty Programme rewards, Members must always provide identification, their membership number or other form of identification whenever these are requested by a Blue&Green Resorts Group employee.

## **EARNING POINTS**

1. Members will be credit with a balance equivalent to 5% relating to their consumption of accommodation, restaurants, and bars, as long these are paid at the time of booking, during the stay, at check-out or after consumption. Benefits may be awarded on other specific occasions, in accordance with the relevant information made available on the website or elsewhere. As an example, a Member who spends €100 on accommodation will automatically earn 5.00€, which can be spent on subsequent accommodation and/or food and beverages at Blue&Green Resorts properties.

- 2. The Be Our Guest balance credited will only be available for use 48 hours after the qualifying stay or purchase.
- 3. Consumption relating to the following situations will not be considered for balance accumulation:
  - a. Banquets (banquets are understood to mean company dinners and others of a similar nature) which are invoiced to someone other than the Loyalty Programme Member;
  - b. Function room hire;
  - c. Payment of services used in group hotels but provided by third party suppliers (e.g. spa services, hairdresser, Kids Club, Stores, Boutiques and others);
  - d. Group stays booked and invoiced to someone other than the Loyalty Programme Member.
  - e. Tips to any member of Blue&Green Hotel or Resorts staff
  - f. City Tax of Lisbon
  - g. Paid outs at any Blue&Green Hotels or Resorts (it being understood by paid out, spent on Taxis, Transfers, Pharmacy, or other similar nature).
  - h. Purchase of themed packages, (e.g. Short-break package, New Year's Eve special, etc.)

### VALIDITY PERIOD FOR REDEEMING BALANCE

- 1. The Membership balance is valid for a period of 24 months starting on the date on which they were awarded.
- 2. If the balance remains unchanged for more than 24 months, the accumulated balance will lose their validity.
- 3. The period referred above is interrupted if there is a situation that generate a balance credit, or if the balance is redeemed.
- 4. The Blue&Green Group reserves the right to apply different validity conditions to points awarded during promotions, campaigns, sales drives or through the "voucher" system.

## **COMMUNICATION WITH MEMBERS**

Communication with Loyalty Programme Members may be by:

- a) SMS,
- b) Email ou
- c) Newsletter (via email)

As long as Members have given their consent when joining this Loyalty Programme or in the dedicated area of the Be Our Guest platform.

### CANCELLATION AND AMENDMENTS TO THE PROGRAMME

- The Blue&Green Group reserves the right to cancel or amend the conditions of the Loyalty Programme, in whole or in part, at any time, undertaking to make every possible effort to inform Members promptly of the relevant details and the date on which the changes will come into effect.
- 2. The Blue&Green Group also reserves the right to create specific rules for the Loyalty Programme in accordance with the country or other geographical region where it is operating.

- 3. The Blue & Green Group will publicise any cancellations or changes referred to in the previous paragraphs in the dedicated area on the website of the respective hotel unit, i.e. <a href="www.troiadesignhotel.com">www.troiadesignhotel.com</a>, <a href="www.vilalara.com">www.vilalara.com</a>, <a href="www.quintadaslagrimas.pt">www.quintadaslagrimas.pt</a>.
- 4. In the event of cancellation of the Loyalty Programme, the credited balance held by Members will be automatically cancelled. Members will not be entitled to compensation for cancelled balance, nor may these be converted into cash or any other kind of compensation.
- 5. The Blue&Green Group reserves the right to cancel the membership of Members who use their credit and rewards improperly and specifically whenever non- compliance with these regulations is detected.

#### ERRORS AND COMPLAINTS

- The Blue&Green Group declines responsibility for lost correspondence or for delays in the postal system and reserves the right to amend balance allocation policies, descriptions or promotional materials sent to Members.
- Any complaint by a Loyalty Programme Member about credits and the redemption
  of balance, or about the use of other rewards, must be submitted in writing to the
  relevant hotel or through the dedicated area on the websites:
  www.troiadesignhotel.com, www.vilalara.com, www.quintadaslagrimas.pt –,
  attaching the bill for the stay in question or other documentation to substantiate the
  complaint.
- 3. The validity period for complaints relating to points credit is 3 months from the date of check-out, after which the right to submit a complaint expires.

# DATA PROTECTION AND APLLICABLE LAW

- In accordance with the applicable legislation and inherent in its participation in the Loyalty Program, personal data that the Member provides - name, address, NIF, telephone number, mobile phone number, e-mail address - or that are collected during the rendering of services by the hotel units covered by the Program will be treated by any company that is part of the Blue & Green Group.
- 2. Data processing as regards the gathering, registration, conservation, consultation, use, dissemination by transmission, dissemination or any other form of disposal referred to in the preceding paragraph is intended for the management and operation of the program.
- 3. The possible sending of commercial information, by e-mail, mobile phone, telemarketing or mail, on the products and services of the hotel units covered by the Program and of the Blue & Green Group as a whole, as well as on products and services of third parties, namely related to the leisure, tourism and catering sectors, shall be carried out on the basis of the consent given by the Member for that purpose, in accordance with the terms and within the limits indicated in the Act of adhesion to this Loyalty Program, or in the legitimate interest of the controller in the direct marketing of similar goods to customers, depending on the member's history. Pursuant to Article 7 of the RGPD, the data subject has the right to withdraw consent at any time or to express his / her opposition without prejudice to the lawfulness of the treatment made based on the consent previously provided.
- 4. The data mentioned above, for the purposes mentioned above, shall be kept for a period of 10 years.
- 5. The Member may, at any time, exercise the rights provided for in the RGPD, namely the rights of access, rectification, erasure and opposition, by means of written communication to the electronic address indicated at <a href="https://www.troiadesignhotel.com">www.troiadesignhotel.com</a>,

- <u>www.vilalara.com</u>, <u>www.quintadaslagrimas.pt</u> in the Privacy Policy, in which it carries out its unambiguous identification.
- 6. The Member may also submit a complaint to the National Data Protection Commission.
- 7. The Blue & Green Group has appointed a Data Protection Officer, according to best practices in the area, who can be contacted to clarify any doubts through the following e-mail address: blueandgreen@dataprotection.pt
- 8. The terms and conditions of the Program shall be governed by Portuguese law and any conflicts concerning its interpretation and application shall be settled by the Courts of the District of Lisbon Portugal, with express waiver of any other.

## CONTACT DETAILS AND INFORMATION

Address: Avenida Eng. Duarte Pacheco – Amoreiras, Torre 2 15º A

1070-102 Lisboa, Portugal

Phone Number: +351 213 568 310 Email: <u>beourguest@blueandgreen.com</u>

Opening hours: Monday to Friday, 09.00am-06.00pm