

ACCOR BUSINESS OFFER

Terms and Conditions

1. Description of the Offer

The "ACCOR BUSINESS OFFER" (hereinafter "**the Offer**") is run by Accor, a French public limited company listed on the Nanterre Trade and Companies Register under no. 602 036 444, with head office located at 82 rue Henri Farman 92130 Issy-les-Moulineaux, France (the "**Administrator**").

The Offer entitles any person who subscribes to it (hereinafter "**the Customer**"), as well as any person affiliated to the Customer's company, to receive a discount of 5% to 9% on rates in hotels participating in the Offer, according to the terms and procedures set out in these terms and conditions ("**Terms and Conditions**").

The participating hotels (the "**Hotels**") operate under one of the Accor brands and participate in the Offer (the list of Hotels includes more than 4,000 properties. The list of participating brands is available in Appendix 1). This list may change over the course of the Offer. At time of booking on Accor websites, and upon availability, the participating hotels will be identified by a specific 'preferential rates' flag.

The Offer is only available if it is permitted by law in the Customer's country of residence. In the event it is not permitted, subscription is null and void.

These Terms and Conditions define the Offer, the terms under which it is applied and its procedures.

A discount of 5 to 9 percent shall be applied to the Best Available Rate, upon request or depending on the rate availability at time of booking, without restrictive conditions of sale. The applicable level of discount per brand is specified in Appendix 1.

The rate is specified in local currency, per room, per night. The rate displayed includes breakfast or room only, according to the Hotel rate structure and what is indicated at the time of booking. No commission may be applied to these rates. Additional services (telephone, mini bar, etc.) are not included in the rate.

The rate is inclusive of VAT but exclusive of any additional taxes and levies (e.g. tourist tax, city tax), at the rate applicable on the date of payment. Statutory VAT and any additional taxes and levies depend on the location of the Hotel and are subject to change at the request of local authorities.

This discount cannot be used in conjunction with any other valid promotional offer, with the exception of ACCOR loyalty programmes.

The Offer rates apply to all Hotels, subject to availability, and may be booked through eligible distribution channels, including all.com.

The Customer acknowledges and agrees that the discount granted under this Offer shall only be applicable from the time of receipt of the confirmation email of the subscription to the Offer. As a consequence, no request from the Customer for retroactive application of the definitive discount shall be accepted.

2. Definitions

Unless the context otherwise requires, the following expressions shall have the following meanings:

Beneficiary: the Customer's employees, employees of the Customer's subsidiaries, customers and/or partners, who stay in a Hotel as part of this Offer.

Party(ies): the Administrator and the Customer and/or, as specified in the relevant articles, each Hotel and the Customer.

3. Subscription

3.1. Conditions of subscription

To subscribe to the Offer, the Customer must fulfil each of the following criteria:

- Be registered as a company;
- Not be a travel agency or intermediate distributor;
- Commit to a minimum of twenty (20) room nights booked in Participating Hotels per year

Subscription to the Offer is free.

Subscription to the Offer is activated by sending the Customer a confirmation email containing a customer code (SC number) and a confidential identity code (Access Code).

3.2. Subscription Procedures

The Customer must fill in the "Accor Business Offer AutoEnroll" subscription form available on the website: <https://businesstravel.accor.com/our-offers/business-offer/business-form/index.en.shtml>.

The Customer must accept these Terms and Conditions applicable to the Offer online.

The Customer agrees that the Offer may be modified or terminated in whole or in part at any time without prior notice.

4. Booking channels

Booking requests are mandatory and shall be made prior to the Customer's arrival date, through one of the following booking channels:

- By calling the Hotel directly, with written confirmation (by email or fax) for all bookings.
- Through the ACCOR booking call centres;
- Through the **ACCOR** website <https://businesstravel.accor.com/>.

In all three cases, at the time of booking the Beneficiary shall quote the Customer's customer code (SC number) and a confidential identity code (Access Code) to access the discounted rates under the Offer. A single booking is limited to seven (7) rooms. When a booking is made by phone, the Beneficiary must request the confirmation number.

The Customer shall follow the procedures set out above to be able to access the rates provided by ACCOR under the Offer. Otherwise, the Customer shall be invoiced the total cost of the hotel stay at the public rate displayed in the Hotel and will have to settle their bill upon departure.

Room bookings are made for named Beneficiaries; they are personal and non-transferable. The resale of room nights purchased under the Offer is strictly prohibited.

5. Booking Conditions

5.1 Rooms Availability

Rooms are available from noon (12 o'clock am) on the check-in date (except for exceptional cases) and must be vacated no later than noon (12 o'clock am) on the check-out date.

5.2 Booking Guarantee

Bookings are guaranteed in accordance with Participating Properties' terms and conditions. Most of the time, bookings are guaranteed until 6 pm on the check-in date, subject to some exceptions (e.g., in the UK, 2 pm). After 6 pm, the availability of the room is not guaranteed unless the Customer:

- Informs the Participating Property in writing (by letter, fax or email) of the Beneficiary's estimated time of arrival;
- Pays whole or part of the booking price;
- Has the booking guaranteed by the travel agency;
- Provides the Participating Property with its credit card details in order to authorize the Participating Property to charge the full booking price in case of a no-show.

All bookings requesting a late check-in and made in the name of a Customer shall be automatically guaranteed, subject to provision of a credit card number as collateral. The room shall be kept until 12 p.m. the following day. In the event of a no-show, the Customer undertakes to pay the cost of the first night booked. Cancellation is free of charge before 4 p.m. on the arrival date.

5.3 Cancellations/ No-shows

Cancellations and no-shows rules are set out in the Participating Properties' terms and conditions. Most of the time, the rules are the following: Bookings completed through any of ACCOR CRS can be cancelled free of charge if duly cancelled by 4 pm on the check-in date at the latest.

The cancellation of a guaranteed booking is only valid if the above deadlines are met. Otherwise, the Customer shall be charged the cost of one night booked at the corporate rate ("no-show").

If a booking is not cancelled in accordance with the above-mentioned deadlines, a "no-show" shall be deemed to occur and the Customer shall be charged an amount corresponding to one night at the Accor Business Offer Discounted Rate applicable under that booking.

5.4 Walk out

Under exceptional circumstances or in events of force majeure, the Hotels reserve the right to accommodate all or some of the Beneficiaries in a nearby hotel of an equivalent category, without any price supplement. In such cases, the expenses incurred by the transfer between the two hotels (additional room cost, transportation and phone calls) shall be payable by the Hotels, which shall not be liable for any other compensation whatsoever.

5.5 Complaints

Any complaint relating to the hotel service provided should be sent directly by the Customer to the Hotel concerned within eight (8) days of the Beneficiary's departure date.

5.6 City Events

The Accor Business Offer Discounted Rates granted to the Customer under these Terms & Conditions shall not apply to bookings made during city events, which may involve supplement price and/or extra charges for the Customer. An indicative list of city events (such as fair rates or black-out dates) can be consulted at the following link <https://all.accor.com/qb/loyalty-program/bod.html>.

6. Billing and payment

6.1. Billing

Invoices are prepared by the Hotel and are payable in cash or by credit card by the Beneficiary at the Hotel's reception desk upon departure. Other methods of payment, such as virtual cards or bank wire transfer, will have been discussed previously between the Customer and the Participating Hotel. Invoices are prepared and paid in the currency stated for each Hotel in Appendix 1. The Beneficiary shall provide the method of payment accepted in the Hotel.

Under these Terms and Conditions, the Customer is responsible for any amount owed by any of its Beneficiaries. Furthermore, should the Beneficiary not fulfil their obligations in settling the full amount, the Hotel will forward the corresponding invoice to the Customer, requesting that the latter settles the invoice within thirty (30) days of the invoice issue date.

6.2. Payment

Payments shall be made in the currency specified by the Hotel and must be net of all Hotel expenses. Bills of exchange and foreign cheques are not accepted as a method of payment. According to the local laws of the country in which the Hotel is located, an additional charge may be applied depending on the method of payment used by the Customer or the Beneficiary.

The Administrator reserves the right to request that the Customer or the Beneficiary provide a financial guarantee (deposit, joint and several guarantee or guarantee on first demand).

In the event of non-payment by the Beneficiary on departure from the Hotel or by the Customer, late payment penalties shall be due from the day after the invoice due date at the rate of 15% per annum, applied to the total invoice amount, all taxes included.

In addition, a lump sum penalty of €40 excluding VAT per amount receivable shall be payable from the day after the invoice due date, to which an additional penalty shall be added to cover all the costs incurred for legal processes.

In the case of non-payment at reception on the day of departure, the Hotel may also require to be excluded immediately from this Offer by sending a written notification to the Customer, the provisions of these terms and conditions will be maintained for all the other Hotels for the term of this Offer.

Accor reserves the right to take all appropriate action against the Customer.

7. Customer's Duties

The Customer shall (and, where relevant, shall cause its affiliates and/or the Beneficiary to):

- Ensure that Accor Business Offer Discounted Rates are not made available and/or used by travelers who do not qualify as Beneficiary for the purpose of these Terms and Conditions;
- Promote the Properties within the Customer's organization, through communications per market lead by the Customer's travel expert;
- Disseminate these Terms and Conditions within the Customer's organization and via relevant internal staff publications (such as internal newsletters, e-mails, intranet sites or travel policies);

8. Liability

Any breach of these Terms and Conditions, any abusive or fraudulent use of the Offer, any provision of falsified information or registering a card for which the Customer is not to be the owner, may result in the termination of the Customer's subscription without notice or compensation.

This suspension or termination shall be without prejudice to the Administrator's right to take other action against the Customer.

The Administrator accepts no responsibility for the consequences of the Customer's failure to comply with the conditions of the Offer.

In Accordance with common law liability, each Party shall be responsible for any damage caused to third parties as to the other Party, while fulfilling their obligations under the Terms and Conditions, on the basis of their proven fault.

The Customer is liable for any claim, cost or damages (personal, material or financial loss) to the Hotel, Beneficiaries or any third party, caused by its failure to perform its obligations under the Terms and Conditions, or caused by its negligence or wilful misconduct, or of its affiliates or Beneficiaries. For this provision, the Customer's affiliates shall mean its directors, employees, agents, staff, consultants and subcontractors.

In no event will the Hotel be liable for any indirect or unforeseeable damages arising from the fulfilment of its obligations under the present.

9. Force majeure

The obligations set forth herein shall not apply or shall be suspended if their performance becomes impossible due to a force majeure event. The Parties agreed to define force majeure as an emergency beyond the control of the debtor (for example war, act of God, lightning strike, etc.) which could not be reasonably anticipated at the date of the subscription and whose effect cannot be prevented by appropriate measures, preventing the debtor from performing its obligation.

The Parties shall make every effort to prevent or reduce the effects of the non-performance of the Terms and Conditions due to a force majeure event. The Party that wishes to invoke force majeure event must immediately notify the other Party of the start and end of this

event; otherwise the affected party shall not be released from its liability. If the event of force majeure extends beyond one (1) month, the Parties, without compensation, may terminate these Terms and Conditions.

10. Terms and procedures for termination

10.1 - Duration of Subscription

Subscription to the Offer begins on the date the confirmation email is received and remains valid for a period of one (1) year.

Subscription shall be automatically renewed for successive periods of one (1) year, if the Customer has completed at least twenty (20) room nights in the year prior to renewal.

10.2 - Termination by the Customer

Subscription is valid for a firm period of one (1) year.

The Customer may decide not to renew the Offer at any time, in which case they may terminate their subscription by contacting sales customer services at the following link: <https://businesstravel.accor.com/gb/toolbox/contact/lead-form.shtml>

10.3 - Termination by the Administrator

Any breach of these Terms and Conditions may, at the Administrator's discretion, be sanctioned by terminating the subscription, i.e. the immediate cancellation of the account, without any claim for compensation by the Customer, for whatever reason.

10.4 - Effects of termination

When the subscription is terminated for whatever reason, the Customer shall no longer be able to benefit from the Offer in any capacity.

11. Programme Communications

By subscribing to the Offer, the Customer agrees to receive electronic communications associated with the operation and services provided by the Offer (information messages etc.). If the Customer no longer wishes to receive this information, which is deemed essential for the operation of the Offer, they must terminate their subscription (see the procedure set out in Article 9).

Any Customer who subscribes to the Offer also agrees to receive advertising material regarding the Offer by email, including exclusive promotions for Customers. If the Customer no longer wishes to receive advertising communications by email, they may unsubscribe at any time by clicking on the Unsubscribe link at the foot of emails. Unsubscribing has no effect on their subscription.

The Customer must notify sales customer services of any change of email or postal address, name or any other relevant information at the following link: <https://businesstravel.accor.com/gb/toolbox/contact/lead-form.shtml>.

12. Personal Data Protection

Each Party acknowledges that the booking stays in Hotels entails the collection and processing of personal data (as defined in EU General Data Protection Regulation (GDPR)) pertaining to the Beneficiaries ("Personal Data").

When Beneficiaries book a stay or an event at an Accor property, Accor acts as Data Controller for the Personal Data they provide. This data will be processed in accordance with the GDPR and Accor data protection charter available at <https://www.Accor.com/security-certificate/index.en.shtml>.

The Customer remains the Data Controller for processing the Personal Data of its Beneficiaries for travel management purposes.

Each Party warrants to collect, process and store Personal Data in compliance with GDPR. To this end:

- In accordance with Art. 15 GDPR, each Party warrants that it provides the data subjects with all requested information regarding the processing of Personal Data;

- In accordance with Art. 30 GDPR, each Party undertakes to maintain a record of processing activities under its responsibility;

- In accordance with Art. 13, 14, 16, 17 and 21 GDPR, each Party recognises that the data subjects have a right to access, rectify, erase or object to use of their Personal Data. Where it deems necessary, each Party undertakes to communicate to the other any request it may directly receive from a relevant data subject exercising their above-mentioned right relating to them and which makes express reference to the other Party;

- In accordance with Art. 5 (1e) GDPR, each Party undertakes not to keep Personal Data in a form which permits identification of data subjects for any longer than is necessary for the purposes for which the data were collected or for which they are further processed;

- In accordance with Art. 32 GDPR, each Party shall implement and maintain appropriate environmental, safety and facility procedures, data security and back-up procedures and other administrative, technical and physical safeguards, to protect the security, confidentiality and integrity of Personal Data and to prevent the misuse and wrongful disclosure thereof. These measures shall be designed to:

- o protect against the destruction, loss, unauthorised access or alteration of Personal Data and other sensitive data provided hereunder;

- o inform the employees of each Party authorised to access Personal Data of their obligation to maintain the security thereof.

- In accordance with Articles 33 and 34 GDPR, each Party shall notify any Personal Data breach to the competent supervisory authority and, when the personal data breach is likely to result in a high risk to the rights and freedoms of natural persons to the concerned data subjects.

Please note that the Personal Data of the Customer and the Beneficiary may be analysed for the purpose of preventing fraud. Checks made for this purpose may result in the Customer's or Beneficiary's bookings being suspended or the Customer's subscription being terminated.

The occurrence of a serious incident, such as an outstanding payment or an outstanding payment due to the fraudulent use of a method of payment, will result in the Customer's or Beneficiary's data being entered on a register of people presenting a fraud risk, which, for future bookings, may require the Administrator to carry out additional checks, refuse a method of payment or request an alternative method of payment, or even potentially refuse any booking from the Customer or Beneficiary.

13. Anti-bribery and Ethics

The Parties represent and warrant that they comply with the anti-bribery and corruption legislation applicable to their respective activities.

Without limiting the generality of the foregoing, the Parties represent and warrant that, in respect of the Agreement and the matters covered therein, they shall (i) comply and (ii) ensure that their respective employees, officers, directors will comply with all applicable anti-corruption laws and that they have not given or promised to give and will not give or promise to give any money, benefit or anything of value, whether directly or through intermediaries, to or for the use of any person (private individuals as well as public officials) where such money, benefit, or thing of value would be for purposes of obtaining or retaining a commercial

advantage, inducing or rewarding the recipient for acting improperly, or where it would be improper for the recipient to accept the benefit.

The Administrator adopted various principles, standards and commitments applicable to all the hotels run under Accor regarding ethics and social responsibility, such as the Code of Business Ethics and Corporate Social Responsibility and the Planet 21 program, it being specified that they are available on the website Accor and are likely to be changed in the content.

The Administrator invites all its partners to share these principles, standards and commitments.

For the duration of the Terms and Conditions, the Customer undertakes to make its best efforts to deploy these principles, standards and commitments.

14. Acceptance of these conditions, settlement of litigation and applicable law

Subscribing to the Offer implies the Customer's acceptance without reserve of these Terms and Conditions, a copy of which is sent in an email confirming subscription. These Terms and Conditions shall replace any previous agreement between the parties on the same subject.

In the absence of an amicable agreement between the Parties within a period of fifteen (15) days from the request for an amicable resolution sent by one Party to the other, any dispute concerning the Terms and Conditions shall be submitted to the Centre for Mediation and Arbitration in Paris for mediation. If the dispute has not been resolved within a period of sixty (60) days from the request for mediation, or any other timescale agreed between the Parties, it may be submitted to the exclusive jurisdiction of the international chamber of the courts located within the jurisdiction of the Court of Appeal of Paris, notwithstanding multiple respondents or third party appeals.

These Terms and Conditions are governed by French law.

15. Waiver

No failure or delay by a Party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such a right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

16. Severability

If any provision of these terms and conditions (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of these terms and conditions, however the validity and enforceability of the other provisions of these terms and conditions shall not be affected.

If a provision of these terms and conditions (or part of any provision) is found to be invalid, illegal or unenforceable, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

It is herein specified that the present English version of the Terms and conditions is only communicated as an indicative title, and that in the event of a contradiction between the terms of the English and French version of the Terms and Conditions, the French version of the Terms and Conditions must prevail.

Appendix 1 – List of ACCOR Brands participating to the Offer

List effective as of the subscription date to the Offer by the Customer. This list is not exhaustive and may change according to the evolution of ACCOR, in particular the integration of new brands into ACCOR's reservation and distribution systems.

ACCOR BRAND	APPLICABLE LEVEL OF DISCOUNT
APARTHOTELS ADAGIO	-9%
ALL SEASONS	-9%
DELANO	-9%
FAIRMONT	-9%
GRAND MERCURE	-9%
GREET	-5%
IBIS BUDGET	-5%
IBIS HOTELS	-5%
IBIS STYLES	-5%
MAMA SHELTER	-9%
MERCURE	-9%
MGALLERY	-9%
MONDRIAN	-9%
MOVENPICK	-9%
NOVOTEL	-9%
NOVOTEL SUITES	-9%
PULLMAN	-9%
RAFFLES	-9%
RIXOS HOTELS	-9%
SLS	-9%
SOFITEL	-9%
SWISSOTEL	-9%
THE SEBEL	-9%
TRIBE	-9%

