

# GENERAL TERMS AND CONDITIONS APPLICABLE TO ALL PLUS IBIS & ALL PLUS VOYAGEUR SUBSCRIPTION CARDS

ALL PLUS subscription card (hereinafter 'ALL PLUS') provided by ACCOR (hereinafter 'ACCOR'), an incorporated company, registered in the Trade and Companies Register in Nanterre under number 602 036 444, whose head office is at 82, Rue Henri Farman – 92130 Issy-les-Moulineaux – France, whose purpose is to guarantee the benefits described below to its Subscribers during their stays at ACCOR hotels participating in the Programme.

The aim of the General Terms and Conditions of Membership (hereinafter 'The GTCM') is to define ALL PLUS, its specific terms, as well as the conditions applicable between Subscribers and ACCOR regarding membership to ALL PLUS.

The applicable ALL PLUS GTCM are those in effect on the date of the day of subscription.



# 1. GLOSSARY

Check-in: date of arrival at hotel.

**Check-out:** date of departure from hotel.

Account Manager: person authorised to act on behalf of, and in the name of, the company signed up to ALL PLUS and has purchased ALL PLUS cards for its employees.

**Subscriber:** a person who has signed up to ALL PLUS, either directly or indirectly (through an Account Manager) and accepts ALL PLUS' general terms and conditions of membership.

**Individual:** Subscriber who uses the ALL PLUS card for the purposes of their personal activity.

**Subscription card**: a personalised medium, either plastic or digital, that allows Subscribers to enjoy ALL PLUS' benefits.

**Websites**: means websites accessible via the following URLs: all.com, ibis.com, businesstravel.accor.com, or services accessible via the "ALL" mobile app.

# 2. FEATURES OF ALL PLUS

# 2.1. Hotels participating in ALL PLUS

More than 3,800 Accor hotels around the world participate to ALL PLUS.

Participating brands, which are subject to change, include:

- Luxury brands: Sofitel, SO/, Sofitel LEGEND, MGallery
- Premium brands: 21C Museum Hotels, Mondrian, Pullman, Swissôtel, Mövenpick, Grand Mercure, The Sebel, Adagio Premium
- Midscale brands: Handwritten Collection, Novotel, Mercure, Tribe, Adagio Original
- Economy brands: ibis, ibis Styles, Adagio Access, greet, ibis budget

A list of hotels not participating at ALL PLUS, which is subject to change from time to time, is available at: <u>https://all.accor.com/information/all-plus-hotels-</u> exception.en.shtml

The Subscriber may no longer access the benefits provided by ALL PLUS at a particular hotel when the hotel in which they wish to stay has left the network or ended its participation in ALL PLUS.



#### 2.1.1. Brands participating in the ALL PLUS ibis option

The ALL PLUS ibis option allows Subscribers to benefit from the reductions and benefits of the membership card solely in relation to the following brands:

- ibis
- ibis Styles
- ibis budget

## 2.1.2. Brands participating in ALL PLUS Voyageur option

The ALL PLUS Voyageur option enables Subscribers to benefit from the reductions and benefits of the membership card in relation to all the brands listed in 2.1.

## 2.2. Benefits and services provided by ALL PLUS

Membership of ALL PLUS entitles Subscribers to access exclusive discounts, perks and services.

Subscribers will only obtain the ALL PLUS benefits if their membership is valid on the first day of their stay at the hotel (check-in date).

To benefit from the discounts and benefits, Subscribers must, when arriving at the hotel's reception:

- either present their card;
- or give their membership number, as stated in the email they received or available in their customer area on ALL.com, and confirm their membership of ALL PLUS.

If an exceptional event occurs, resulting in very high occupancy at the chosen destination (see unavailable dates: <u>https://all.accor.com/gb/loyalty-program/bod.html</u>, Subscribers shall not be entitled to any Programme benefits.

In the last quarter of each year, the official calendar of unavailable dates for the following year will be provided to Subscribers via the aforementioned link.

## 2.2.1. Preferential prices at hotels

The preferential prices offered by ALL PLUS may not be combined with any ongoing permanent price reductions, ALL Members' rate included, temporary price promotions or packaged offers.

Subscribers benefit from a discount on the best available rate on up to two rooms, in the same establishment and on the same dates, provided that they actually stay in one of the two rooms.

By entering their ALL PLUS number on the <u>all.accor.com</u> booking site, Subscribers will have access to the discounted ALL PLUS rates.

The Subscriber to ALL PLUS Voyageur benefits from the following reductions:



- For Economy and Midscale brands: a 15% discount on the day's best available rates;
- For Premium and Luxury brands: a 20% discount on the day's best available rates.

Subscribers of ALL PLUS ibis only benefit from the Economy discounts, i.e. a 15% discount on the day's best available rates for the ibis, ibis Styles and ibis *budget* brands.

# 2.2.2. Hotel services: guaranteed room

The guarantee of an available room before arrival is subject to the following specific conditions:

- The guarantee covers room availability only and not a particular type of room.
- The reservation must be made before noon, 12:00 PM (local time at the hotel) and minimum two days prior to the date of arrival at the hotel.
- The Subscriber must request this guarantee at the time of booking.
- In hotels identified as belonging to the 'resorts' category and at Thalassa Sea & Spa, at Adagio Original, Adagio Access and Adagio Premium establishments, the guarantee of availability applies only to stays of at least seven nights.
- The availability guarantee applies only to stays booked via Accor distribution channels, paid for at the standard or full rate (excluding promotions or discounts) and for one room only (the Subscriber's room). For bookings that include several rooms, the guarantee therefore does not apply to the additional rooms.
- If a hotel is unable to honour the guarantee of availability, the hotel reserves the right to have the Subscriber accommodated, for a full or partial stay, in a hotel of an equivalent category or by providing a service of the same nature, subject to prior agreement with the Subscriber. Reasonable expenses relating to the transfer between the two hotels (possible additional cost of the room, transport and a phone call) are the responsibility of the hotel initially booked. All lodging expenses for that night (the cost paid by the Subscriber, as well as the additional cost reimbursed by the hotel) are eligible for Reward points and collecting of Status nights.
- The availability guarantee only applies to participating hotels to ALL PLUS mentioned art 2.1
- The availability guarantee does not apply on certain dates. Subscribers can access and review the official calendar of dates where the availability guarantee does not apply at all.com; this calendar is updated regularly. The onus is on the Subscriber to be aware of every booking for which they would like to benefit from this guarantee (see availability blackout dates <u>here</u>).



#### 2.2.3. Priority access to customer service by telephone

Subscribers may contact Customer Service for any questions concerning ALL PLUS or any other questions about Accor:

- either by completing the form available at all.com in the "<u>Help and Assistance</u>" section by clicking on the "Membership Cards" section;
- or by telephone : +44 20 3467 9987 (United Kingdom); +33 1 56 20 29 29 (Europe);
  +1 877 740 0936 (North America); +55 11 5582 6522 (South America); +33 1 49
  60 22 2 (Africa and Middle East): +61 8 8461 4724 (Australia and Asia)

# 2.2.4. Benefits of the ALL – Accor Live Limitless loyalty programme

On taking out membership and once a year on each renewal of ALL PLUS, Subscribers will be credited with a Status Nights bonus under the ALL - Accor Live Limitless loyalty programme. The amount of this bonus depends on the membership option taken out by the Subscriber:

- ALL PLUS ibis option: bonus on achieving 10 Status Nights
- ALL PLUS Voyageur option: bonus on achieving 20 Status Nights

The Status Nights bonus will be credit 1 day after the subscription or renewal.

Expenditure incurred using the ALL PLUS membership card is eligible for points under the ALL - Accor Live Limitless loyalty programme. The benefits of the programme may be combined with any points that are awarded.

# 3. MEMBERSHIP OF ALL PLUS

## 3.1. Terms and conditions of membership

Membership is open to any natural person or legal entity with the legal capacity to enter into a contract.

To join ALL PLUS, a Subscriber must first join the ALL - Accor Live Limitless loyalty programme, in order to enjoy all the benefits included in the membership. An individual email address is needed to join ALL PLUS. The same email address cannot be used for two Subscribers.

If Subscribers change their email or postal address during their membership period, they must change their address, as soon as possible, in their customer account on the ALL.com website.

## 3.1.1. <u>Terms of membership for individuals</u>

The cost of joining ALL PLUS is annual and varies depending on whether the Subscriber chooses the ibis option or the Voyageur option.



The price is stated in the terms and conditions displayed on the Websites at the time of joining.

It may vary depending on temporary promotions or specific local terms and conditions, as stated on the Websites.

Natural persons not acting in the context of a professional activity do not have a VAT number (intra-community or European Union) and French VAT will thus be invoiced to them on the price of the ALL PLUS card regardless of their country of residence.

Subject to compliance with the conditions listed in 3.1, membership of ALL PLUS may be taken out:

- either at the reception desks of any of the hotels participating in ALL PLUS,
- or online via the specified Websites.

In order to register at a hotel reception or online, the natural person must provide the necessary and mandatory elements (First name, Surname, email address, postal address, telephone and preferred language of communication with a choice between French, English, German, Spanish, Italian, Portuguese, Brazilian Portuguese, Polish, and Dutch) for this membership.

Fields marked with an asterisk are required. Otherwise, the Subscriber will not be entitled to the benefits of ALL PLUS.

Natural persons must then pay the annual membership amount, subject to the application of temporary promotions or specific local terms indicated on the membership form at the hotel or via the Websites.

Payment can be made by secure payment via credit card (Visa, MasterCard, American Express) at the time of registration or upon receipt of the membership confirmation email.

After registration is complete and upon validation of the annual fee payment by ACCOR, the new Subscriber will receive an email at the address they have provided to:

- confirm the effective date of his/her membership
- provide them with their Membership number, which will allow them to benefit from all the discounts and benefits under perks of the ALL PLUS programme.

In the event that the membership confirmation email is lost, Subscribers may contact Customer Service by clicking "<u>Help and Assistance</u>" in the section, "Membership Cards".

If the individual Member joins via the website, they will be informed that in accordance with Article L.221-18 of the French Consumer Code, they have a right of withdrawal which they may exercise within fourteen (14) calendar days of joining, provided that they have not used the Programme's benefits before the end of this time limit.



To exercise this right, the Individual must complete the cancellation form provided in Appendix 1 and return it by post to the following address: ACCOR SA, 82 rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux or by email to: <u>customercare@accor.com</u>.

Reimbursement of the amounts paid by the Individual will be made no later than fourteen (14) days from receipt of the withdrawal form by ACCOR SA.

# 3.1.2. Terms of membership for legal entities

The cost of joining ALL PLUS is annual and varies depending on whether the legal entity chooses the ibis option or the Voyageur option.

The price is stated in the terms and conditions displayed on the Websites at the time of joining.

Prices may vary depending on temporary promotions or specific local terms and conditions, as stated on the Websites.

Legal entities registered in the European Union must provide their intra-Community VAT number and are solely responsible for communicating this to ACCOR SA prior to invoicing.

Failure to do so or in the event of an error, such entities may be charged French VAT on the ALL PLUS card price.

Legal entities outside the European Union do not need to provide an intra-Community VAT number. However, they must confirm to ACCOR SA, prior to invoicing, that they are subject to VAT or any equivalent tax in their country of residence and they are acting within the scope of their professional duties. They do so under their own responsibility.

If this statement is inaccurate or false (place of residence or professional status), said legal persons may be re-billed for French VAT on ALL PLUS card price.

Membership registration must be done by an Account Manager when a company wants its employees to benefit from ALL PLUS.

If the Account Manager orders fewer than five cards, they may join ALL PLUS at the hotel or on the Websites subject to the terms and conditions described in 3.1.1.

If the Account Manager orders more than five cards, they will receive sales support. An ALL PLUS remote adviser may be contacted by email at <u>allplus.corporate@accor.com</u> or by telephone between 9 a.m. and 6 p.m (UTC+1). on +33 (0)1 45 38 19 41.



# Currently, the ALL PLUS Voyageur card is the only card offered for orders of more than five cards.

In such circumstances, the Account Manager agrees to obtain the ALL - Accor Live Limitless loyalty programme membership numbers of employees at their company. This step is required in order for a purchase order to be issued.

Employees who do not have a membership number must first join the ALL - Accor Live Limitless loyalty programme and provide the number to ACCOR through their Account Manager.

Upon receipt of the purchase order, the Account Manager has seven days to pay the annual fee by bank transfer.

If the Account Manager is entitled to cancel the membership as part of a cooling-off period, they may exercise that right within 14 calendar days of taking out membership, provided that none of the beneficiary employees accesses ALL PLUS benefits before the expiry of that period.

To exercise this right, the Account Manager must complete the withdrawal form provided in Appendix 1 and return it by post to the following address: ACCOR SA, 82 rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux or by email:<u>allplus.corporate@accor.com</u>.

The company, through the intermediary of the Account Manager, benefiting the employee holder of an ALL PLUS card and the advantages linked to this card, will have to pay all the rights, taxes, social security contributions which it could be liable for this gratuity, which may constitute benefits in kind.

To make any changes to the contact details of a Subscriber, the Account Manager must send a written request to <u>allplus.corporate@accor.com</u> stating the name of the relevant Subscriber and the contact details to be changed.

The Account Manager may order additional cards throughout the membership year by submitting a new, duly completed order form accompanied by the requests for additional cards and the corresponding payment by bank transfer.

The expiry date of the additional cards will be the same as the cards in the initial order. Since the validity period of the cards cannot be less than three months, all orders for additional cards must therefore be placed with the ACCOR sales contact within three months prior to the expiry date of the cards initially ordered. This maximum period also takes into account receipt of payment by ACCOR.

## 3.2. Customer account

Customer accounts are strictly personal. They are created and used under the sole responsibility of the Subscriber. Accounts can be accessed via the website: ALL.com



Subscribers can consult information related to their ALL PLUS membership on their Customer accounts. May be used to:

- view membership details, e.g. expiry date, membership number, benefits used;
- view booking history;
- be recognised on the website https://all.accor.com or mobile services;
- provide information on stay preferences, personal preferences and favourite brands and destinations;
- sign up to newsletters from ALL PLUS, the ALL loyalty programme and ACCOR hotel brands, and view newsletter subscriptions;
- access personalised offers and services

# 4. USE OF THE MEMBERSHIP CARD

## 4.1. Receipt

Once membership of the Programme has been accepted, the card will be sent to the Subscriber by post within approximately three weeks following approval by ACCOR of the corresponding full payment.

When membership is arranged through an Account Manager, the cards will be sent according to the above process to the address shown on the order form. The Account Manager assumes full responsibility for the distribution of cards to the persons concerned.

Subscribers who renew their membership may continue to use their physical card and will not receive a new card by post.

## 4.2. Use

To enjoy their benefits, Subscribers must provide their membership number at the time of each booking and present their membership card (or their membership number) when they arrive at the hotel. For Subscribers to enjoy ALL PLUS benefits, all these conditions must be met.

Card names are strictly personal; they cannot be sold, loaned nor transferred. It does not constitute a means of payment and does not guarantee a booking.

Each ALL PLUS card states:

- the option chosen by the Subscriber: ibis or Voyageur;
- the Subscriber's name if the membership is held by an individual;
- the Subscriber's name and the company that employs them if the membership is held by an Account Manager;
- the membership number
- the phone number to be used to contact customer service.



Each Subscriber may hold one ALL PLUS card only.

The ALL PLUS card may only be used by the Subscriber whose name appears on the card. The Subscriber must not disclose their card number or password of their customer account to a third party Subscriber and acknowledge that they have reviewed the details of their customer account and are responsible for any transactions to and from their account

ALL PLUS rates can be booked via all ACCOR booking channels.

ALL PLUS Voyageur rates can also be booked via a GDS and any other eligible online travel booking system at the request of the account manager and subject to the travel booking system being configured by the company's account manager.

# 5. COMMUNICATIONS RELATING TO ALL PLUS

By joining the Programme, ALL PLUS Subscribers agree to receive electronic communications associated with the operation and services offered by the Programme (Information messages, evolutions in the offer, etc.)

In the event that membership is taken out through an Account Manager, the Account Manager undertakes obtaining the consent of the employees benefiting from membership to receive information on the operation of the membership by email. The Account Manager shall be solely responsible for confirming the employees' consent and must be able to provide evidence thereof at ACCOR's request.

If the Subscriber no longer wishes to receive this information, which is deemed essential for ALL PLUS operations, he/she must ask to unsubscribe – see the termination procedure described in article 6.3

Subscribers may also sign up for electronic communications from ALL PLUS to receive commercial communications. If the Subscriber no longer wishes to receive these commercial communications, they may unsubscribe at any time by either clicking on the unsubscribe link at the bottom of these communications, or through their Subscriber account. This opt-out shall have no effect on membership.

## 6. RENEWAL AND TERMINATION PROCESSES

ALL PLUS membership is for a minimum period of one (1) year.

## 6.1. Renewal

#### 6.1.1. By the Subscriber

Members may request to renew their ALL PLUS card by paying the amount corresponding to their subscription

- either at the hotel participating,



- or directly online at <u>all.accor.com</u> within 30days before or following the expiration of their membership.

Membership will then be renewed for a period of twelve (12) months from the initial expiry date.

If the subscription expires, the Subscriber will no longer be able to benefit from the Program until they have renewed their subscription.

# 6.1.2. By the Account Manager

The renewal request must cover a minimum of five cards.

All cards ordered at the time of renewal will be valid for a period of twelve (12) months. In order to make the renewal request, the Account Manager must contact the call centre team at the following address: <u>allplus.corporate@accor.com</u>.

# 6.2. Non-renewal

Once membership has expired, the Subscriber will no longer be entitled to any of the benefits and services provided by their card

# 6.3. Termination initiated by the Subscriber or Account Manager

Subscribers may decide at any time to terminate their membership by contacting support by the website in the "<u>Help and Assistance</u>" section by clicking on "Subscriptions cards"

The Account Manager may terminate the membership at any time through ACCOR's commercial contact by contacting them by email at <u>allplus.corporate@accor.com</u>.

In the event of such termination, the Subscriber shall not be eligible for either a partial or full refund of the annual fee, even if the card has never been used.

# 6.4. Termination initiated by ACCOR

In the event that a Subscriber's or Account Manager's bank rejects the fee payment, ACCOR has the right to close the account, without this giving rise to any claim for compensation by the Subscriber or Account Manager.

Any breach of these General Terms and Conditions of Membership to the ALL PLUS by a Subscriber, any misuse or fraudulent use, any falsification of the information provided or any damaging behaviour as described in Article 7, may result in the termination of the Subscriber's ALL PLUS membership without notice or compensation. This termination shall be without prejudice to Article 1226 of the French Civil Code and any potential action by ACCOR

# 7. SUBSCRIBER'S RESPONSIBILITIES



The commitments or rules which the Subscriber must abide by under penalty of exclusion from ALL PLUS are as follows:

- Compliance with the internal rules of hotels participating to ALL PLUS
- Compliance with the rules of the ALL Accor Live Limitless loyalty programme;
- Presentation of the Subscriber's card and/or Subscriber number at the time of booking and on arrival at the hotel
- Not loaning or transferring Subscriber cards to a third party
- In the event of the loss or theft of their card, Subscribers must notify ACCOR SA using the "Contact" section under the "Our subscription cards" at ALL.COM

# 8. PROTECTION OF PERSONAL DATA

The data collected during membership or for the duration of membership to ALL PLUS is processed by ACCOR SA, data controller, whose head office is located at 82 Rue Henri Farman, 92130 Issy-les-Moulineaux, France, to fulfil the ALL PLUS general terms and conditions and, on the basis of legitimate interest, for its marketing activities (including targeted marketing campaigns).

The data is communicated to the legal entities of the ACCOR group in charge of operating ALL PLUS, as well as to their service providers.

The data may also be disclosed to contractual partners of ALL PLUS (hotels) so that Subscribers can fully enjoy the offers provided by these partners.

Subscribers' data will be processed and protected as described in the Personal Data Protection Charter, available from the "Personal Data" tab at https://all.accor.com/information/legal/data-protection.en.shtml

Depending on the circumstances, Subscribers' data may be transmitted for the aforementioned purposes to countries that do not have an adequate level of protection

Consequently, appropriate and adapted guarantees are put in place, a copy of which may be requested by Subscribers.

On the basis of its legitimate interest, ACCOR also processes personal data with the aim of detecting and managing anomalies, including fraud, which may occur when a Subscribers joins or during the execution of ALL PLUS. The data collected in this context is sent to personnel authorised by ACCOR, its service providers and, if necessary the manager of the hotel effected by an anomaly. Subscribers are informed by email of any detected anomalies concerning them.

In accordance with the provisions of the law of 6 January 1978, Subscribers have a right to access, query and rectify data concerning them, as well as the right to oppose for legitimate reasons to their personal data being processed, and the right to oppose their data being used for promotional purposes, particularly commercial promotion. Subscribers may exercise their rights by writing to <u>data.privacy@accor.com</u>.



Subscribers also have the right to file a complaint with a supervisory authority.

# 9. COMPLAINTS

For any claims regarding the application of preferential rates at participating hotels or with Partners, Subscribers may use the corresponding claim form in the "Contact" section of the "Contact us" section of the "Our membership cards" tab of <u>ALL.com</u> or by clicking on this link.

# 10. ACCEPTANCE OF THE GENERAL TERMS AND CONDITIONS

Any ALL PLUS membership implies the unconditional acceptance by Subscribers of these general terms and conditions of ALL PLUS membership.

In the event of membership through an Account Manager, the Account Manager shall bear the burden of proof of acceptance by Subscribers of these general terms and conditions of membership. The Account Manager shall undertake to collect the signatures of the natural persons concerned when they join ALL PLUS and is solely responsible for their acceptance of the general terms and conditions of membership. The Account Manager shall provide proof of these acceptances upon request by ACCOR.

These general terms and conditions of membership shall prevail over any previous text

## 11. APPLICABLE LAW AND COMPETENT JURISDICTION

The General Terms and Conditions of Membership are governed by French law, without hindering the mandatory protective provisions that may be applicable in the country of residence of the Subscriber concerned.

In the event of any dispute or litigation arising between a Subscriber or an Account Manager and ACCOR in connection with these general terms and conditions, the parties shall agree to seek an amicable settlement as a matter of priority, by resorting to a conventional mediation procedure or any other method of dispute resolution, under the conditions provided for by the applicable law.

After contacting Accor's customer service team via the "Contact us" section at <u>all.accor.com</u> to try and resolve the dispute amicably, and in the event that a negative response or no response is received within sixty (60) days of the claim, Subscribers may engage the relevant mediation service: Médiateur du Tourisme et du Voyage – BP 80303 – 75823 Paris Cedex 17.

Referral to the Mediator can be done within twelve (12) months after the first claim.



The Mediator's referral form is available from the following link: <u>https://cloud7.eudonet.com/Specif/EUDO\_03874/FormulaireDossierLitiges/index.asp</u>  $\underline{x}$ .

The Subscriber or Account Manager is also advised of the availability of a European Online Dispute Resolution ("ODR") Platform to which they may refer the matter. The Subscriber or Account Manager can access it at the following link: <a href="https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage">https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage</a> .

In the event of a dispute within an establishment located in Portugal, which could not be settled by the establishment concerned or by customer service, the Customer is invited to file a complaint on the complaints platform provided for this purpose and available on the presentation page of the relevant establishment and accessible from the following link: www.livroreclamacoes.pt.

The Subscriber or Account Manager remains free to agree or disagree to engage in mediation and, in the event mediation is used, each party is free to accept or refuse the solution proposed by the mediator.

Where an amicable settlement between ACCOR and an Account Manager is not reached, said dispute or litigation shall be submitted to the competent courts of Paris.

# 12. LANGUAGE

These terms and conditions of membership to ALL PLUS and any communication relating to the ALL PLUS will be drawn up in French and translated into English, German, Spanish, Italian, Portuguese, Brazilian Portuguese, Polish and Dutch.

## ANNEX 1: WITHDRAWAL FORM

The Individual or Account Manager must complete and return this form by registered letter with proof of receipt only if they wish to withdraw from the order placed on the website: <u>https://all.accor.com</u> or through an ALL PLUS call center, and if they still possess the right of withdrawal in accordance with Article L 221-18 of the French Consumer Code.

Date: -

For the attention of ACCOR SA, 82 Rue Henri Farman CS20077 – 92445 Issy-les-Moulineaux - FRANCE:

I hereby notify you of my withdrawal from the contract concerning membership to the ALL PLUS below:

Membership signed on:



Name of Individual or Account Manager:

Address of the Individual or Company:

Signature: