

RULES OF THE WELLNESS HOTEL BABYLON LOYALTY CLUB

1. INTRODUCTORY PROVISIONS

1.1. These rules apply to WHB Loyalty Club Members who have joined the Program since 19.5.2025.

1.2. These rules determine the rights and obligations of the Organizer and the Club Member.

1.3. The following terms used in the Rules have the following meanings:

a) Club Member – a natural person over 18 years of age who can make reservations in the Organizer's facility or facilities.

b) Organizer – Wellness Hotel Babylon.

c) Club – a loyalty programme organised by the Organizer, intended exclusively for Club Members.

d) Benefits – Special offers, discounts and rewards provided by the Organizer to the Club Member, which can be used in accordance with these rules.

e) Special Offers – the type of Benefits granted on the basis of automated decision-making (including profiling) by the Organizer based on the data on reservations made by the Club Member (e.g. e-mail, dates, location of stay, booking conditions, birthdays, cancellations, payments). Profiling is part of the Club and Benefits and can be presented by e-mail (when agreeing to receive commercial communications) or after logging in to the reservation system on the property page.

f) Rules – this document.

2. TECHNICAL REQUIREMENTS

2.1. An internet connection and an active e-mail address to which the Club Member has access are required.

2.2. For help or questions, please contact the Organizer.

3. CONDITIONS OF PARTICIPATION IN THE CLUB

3.1. ENTRY: A Club member enters the Club by filling in their personal data and accepting these rules.

3.2. RIGHTS AND OBLIGATIONS: The Club Member undertakes to comply with the rules and provide truthful information, including personal data that he or she is authorized to use. He undertakes not to act contrary to the law or good morals. He has the right to use the allocated Benefits when booking. He should use the same email or log in for the Benefits to be correctly allocated. In case of problems, he can contact the Organizer. Benefits may not be sold or transferred to third parties.

3.3. RESIGNATION: A Club Member may unsubscribe at any time after logging in on the Organizer's booking system page.

3.4. TERMINATION: The Organizer may suspend or terminate the Club at any time for legitimate reasons (technical changes, operational reasons, change of laws). This is without prejudice to the rights already granted to the Member. The Member will be notified of termination by e-mail in advance.

4. BENEFITS

4.1. Benefits include Special Offers, Discounts and Rewards. They may change according to the Club Member's behaviour that affects profiling (see above). They can be one-time or recurring.

4.2. If the offers are limited in time, they must be used within the specified period, otherwise they will expire .

5. RIGHTS AND OBLIGATIONS OF THE ORGANIZER

5.1. The Organizer may update the Benefits catalogue without limiting the use of the Benefits already granted.

5.2. The Organizer is obliged to act in accordance with these Rules.

6. LIABILITY

6.1. The Organizer is liable for its acts and omissions within the limits of the law and is governed by consumer law.

6.2. Neither the Organizer nor the provider of the booking system shall be liable for: incorrectly entered data by the Member, unavailability of the Internet, malfunctions of the User's equipment or software, damages and losses caused by third parties beyond the control of the Organizer, damages caused by force majeure or external payment channels.

6.3. Exclusions from liability do not apply to cases where this would be contrary to the law, in particular in the case of intentional damage.

6.4. Claims are time-barred according to applicable law.

7. COMPLAINTS

7.1. The Member has the right to file a complaint, which will be settled within 30 days. The complaint must include: name, surname, e-mail and a description of the problem. It can be submitted in writing or by e-mail.

7.2. The answer will be provided in the same form as the complaint was filed.

8. PERSONAL DATA AND PRIVACY

The principles of personal data processing are described in the Privacy Policy on the Organizer's website: CENTRUM BABYLON, a.s., ID No.: 25022962, with its registered office at Nitranská 415/1, Liberec III-Jeřáb, Liberec 460 07 Contacts for exercising your rights: Phone: +420 485 249 111, E-mail: gdpr@centrumbabylon.cz, <https://www.centrumbabylon.cz/cs/zasady-ochrany-osobnich-udaju/>.

9. FINAL PROVISIONS

9.1. The Organizer has the right to change the rules.

9.2. In the event of a violation of the law, the person is obliged to contact the Organizer.

9.3. Legal relationships not regulated by these rules shall be governed by the law of the Czech Republic or the law of the consumer's place of residence.