

# GENERAL TERMS AND CONDITIONS OF THE WELLNESS HOTEL BABYLON BONUS PROGRAM

valid from 1. 2. 2023

## 1. Scope of the General Terms and Conditions of the WELLNESS HOTEL BABYLON BONUS PROGRAM (hereinafter referred to as GTC)

1.1. These GTC govern the terms and conditions of the WELLNESS HOTEL BABYLON (hereinafter referred to as WHB) bonus program. These GTC are an integral part of the contractual relationship between WHB and the WHB Customer, if the WHB Customer is participating in the bonus program. By signing these GTC, by electronically registering via the WHB web portal, or otherwise by verbally expressing his consent, the Customer indicates that he is aware that these GTC form an integral part of the contractual relationship between himself and WHB and that the contractual provisions set out in these GTC shall be applied within the contractual relationship between him and WHB based on the customer's participation in the bonus program.

1.2. These GTC do not regulate the conditions of providing accommodation services in WELLNESS HOTEL BABYLON, which are regulated separately by the accommodation contract and the WHB Accommodation Rules.

## 2. Definition of terms

2.1. **The bonus program** shall refer to the WHB loyalty program, under which customers collect bonus points for using selected WHB services under the terms and conditions set out in these GTC, which can then be used to (partially) pay the price for WHB services.

2.2. **WELLNESS HOTELEM BABYLON** shall refer to the hotel operated by the company CENTRUM BABYLON, a.s., with its registered office at Nitranská 415/1, 460 07 Liberec, ID: 25022962, at the address Nitranská 415/1, 460 07 Liberec in a family entertainment and hotel complex with the name CENTRUM BABYLON.

2.3. **Selected WHB services** shall refer to the provision of WHB accommodation (bed and breakfast, bed and breakfast and entertainment, bed and breakfast and wellness; applies to all room types, including the Private Suite) and other selected WHB services (Extra Breakfast, Extra Half Board, Extra Lunch, Extra Full Board, Laundry, Massage, Spa, Manicure, Pedicure, Cosmetics, 4D Cinema, Labyrinth, Wellness Sauna Bar, Sauna Afrikana, Aquapark - all day admission, Lunapark, Funpark - all day admission, Laser Game, Bowling Alley, All-day Wellness, 2-hour Wellness admission, 3-hour Wellness admission, Solarium, Extra Entertainment Package, Atrium Restaurant, Nostalgia Restaurant, Jizerka Restaurant, Lobby Bar, Bowling Bar, Royal Garden, Sun Terrace, Aquapark Refreshments, Banana Café, iQLANDIA Refreshments). WHB, respectively the operator of WHB, is entitled to unilaterally determine and change the scope of selected services, especially depending on the services currently provided by WHB.

2.4. **GTC** shall refer to these General Terms and Conditions.

2.5. **Customer** shall refer to a person who registers for the WHB Bonus Program in accordance with these GTC.

2.6. **The Civil Code** shall refer to Act No. 89/2012 Coll., the Civil Code.

## 3. Participation in the bonus program

3.1. Participation in the bonus program is created by registering the Customer for the bonus program, either through the WHB web booking portal or by registering for the bonus program in person or by telephone at WHB with the assistance of a WHB reservationist or WHB receptionist. This registration shall result in the creation of the Customer's account in the bonus program.

3.2. Participation in the bonus program is conditional on the Customer's email address. WHB undertakes to use this e-mail address only for the purpose of communicating with the Customer as part of the bonus program (in particular, sending newsletters with the current offer of WHB services), unless the Customer himself does not give his consent for this e-mail address to be used for other purposes.

3.3. Participation in the bonus program is terminated upon cancellation of the bonus program registration by the Customer. WHB reserves the right to cancel the bonus program as a whole, in which case participation in the bonus program shall also cease upon cancellation. WHB has the right to cancel the Customer's registration in the bonus program in the event of his repeated violation of the rules of the bonus program set out in these GTC. In the event of termination of the Customer's participation in the bonus program, the Customer is not entitled to a refund of unused bonus points and is not entitled to exchange bonus points for money.

## 4. Bonus points

4.1. A Customer registered in the bonus program receives bonus points for using selected WHB services in his bonus program account. The condition for crediting bonus points to the Customer's account is the registration and authorization of the Customer's payment card in WHB.

4.2. By registering for the bonus program, the Customer receives a one-off allocation of 50 bonus points.

4.3. For each use of selected WHB services, the Customer shall be credited with the following amount of points to their bonus account:

- Accommodation without breakfast - 80 points/night
- Accommodation with breakfast - 90 points/night
- Accommodation with breakfast and entertainment - 110 points/night
- Accommodation with breakfast and wellness - 100 points/night

- Accommodation package with breakfast and entertainment - 85 points/night
- Stay package including accommodation with breakfast and wellness - 80 points/night

Extra points for room category:

- Wellness Suite - 10 points/night
- Suite - 20 points/night
- Lux - 40 points/night
- King Royal - 60 points/night
- Other selected WHB services - points in the amount of 5% of the price of the selected services used (This means, for example, that if a customer uses selected WHB services in the amount of CZK 1,000, 50 points will be credited to his account in the bonus program).

The condition for receiving bonus points is the full payment of the selected WHB services used.

4.4. WHB may allocate bonus points to the Customer on a one-off basis in addition to paragraphs 4.2. and 4.3. of the GTC (special offers, emergency situations, changes to the bonus program, handling of complaints, etc.).

4.5. The bonus points shall only be credited to the Customer's account in the bonus program after the Customer has checked out of WHB at the end of the accommodation and after the nightly closing of the bonus program in the WHB software. Therefore, bonus points cannot be used to pay for WHB services for which the Customer has earned them, but can be used for future use of WHB services.

4.6. The Customer does not have the right to a refund of unused bonus points and does not have the right to exchange bonus points for money.

## 5. Redeeming bonus points

5.1. The bonus points earned by the Customer and credited to his account in the bonus program may be used by the Customer to pay for WHB services. The Customer may only use the bonus points to pay for services ordered by himself (or by another person acting on his behalf) on his own account.

5.2. The Customer may either use all or part of the accumulated bonus points to pay for WHB services. When using bonus points, it is assumed that 1 bonus point = 1 CZK.

5.3. Bonus points are valid for two years from the date they are awarded.

5.4. Bonus points are not transferable to another person.

## 6. Confidentiality

6.1. The Customer is obligated to maintain the confidentiality of all information that is made available to him in connection with the subject of performance from WHB, or the operator of WHB, and which may be considered, in view of the circumstances, as trade secrets or confidential information, with the exception of information that is known from public sources. This obligation shall not affect the fulfilment of any legal obligation to disclose information requested by authorized state or administrative authorities. The obligation of confidentiality shall continue after termination of the contract until WHB itself discloses the information, if appropriate.

## 7. Data protection and preservation

7.1. WHB is entitled to record and process for its own use the Customer's data obtained as a result of his participation in the bonus program and use of WHB services or in connection with them, both from the customer himself and from third parties.

7.2. WHB reserves the right to use photographs, film and sound recordings of all events held on all WHB premises for its advertising and marketing purposes and the customer consents to this.

## 8. Applicable law, final provisions

8.1. These GTC and all legal relations between WHB and the Customer are governed by the laws of the Czech Republic, in particular the Civil Code.

8.2. The Contracting Parties exclude the application of Sections 1748, 1765(1), 1799, 1800, 1805(2), 1971, 1978(2), 1980, 2108 and 2050 of the Civil Code.

8.3. In the event that any provision of these GTC becomes invalid, ineffective or unenforceable, the validity and effectiveness of the remaining provisions of these GTC shall not be affected.

8.4. WHB reserves the right to unilaterally change these GTC. This change shall be communicated to the Customer via the email address provided when registering for the bonus program. In the event that the Customer does not agree with the change made to the terms and conditions, he has the right to cancel his registration in the bonus program. Even in this case, the Customer is not entitled to a refund of unused bonus points and is not entitled to exchange bonus points for money.

8.5. Both Contracting Parties declare that they agree to the contents of these GTC on the basis of their free and genuine will and in proof of this they affix their signatures.

In Liberec on .....

In.....on.....

On behalf of CENTRUM BABYLON, a.s.

On behalf of the customer