TERMS AND CONDITIONS OF MEMBERSHIP

As of 12 February 2020

1. PROGRAMME DESCRIPTION

The ALL - Accor Live Limitless loyalty programme (the ‘Programme’) run by ACCOR SA (the Administrator), the company that handles customer loyalty for ACCOR SA, a limited company having its registered office at 82, rue Henri Farman CS20077 - 92445 Issy-les-Moulineaux - France (‘ACCOR’), is designed to enable its Members to enjoy various benefits (as described below) during their stay at Accor Group hotels participating in the Programme and with our Programme Partners.

The Programme is governed by these general conditions of membership (‘Programme TCM’). The Programme TCM is available at all.accor.com and on the Accor ALL app (‘Website(s)’). Accor reserves the right to modify them at any time. The modified Programme TCM takes effect on the date they are published online on the Website and are considered accepted without reserve by any user browsing the Website after their publication. The applicable Programme TCM are those effective on the day of browsing on the Website.

The ALL Programme is only available if allowed by law in the Member's country of residence. If it is not allowed, membership is null and void.

2. DEFINITIONS

- **Adjustment**: Points credited following a claim by the Member or an error on the part of the Programme.
- **Advance**: Cash advance granted occasionally by certain hotels, but which is not eligible for earning Points.
- **Check-in**: Date of arrival at the hotel.
- **Check-out**: Date of departure from the hotel.
- **Customer**: Individual (not a Member of the Programme) using an Accor room for an overnight stay or for Day Use purposes.
- **Day Use**: Use of a hotel room or office space solely during the day, with Check-in and Check-out taking place on the same day.
- **Member**: Customer who has accepted the Programme’s General Conditions of Membership.
- **Eligible Stay**: Stay booked at a participating hotel at eligible rates (as defined in Article 7.1 ‘Rates Eligible to Earn Points’) via Accor distribution channels (Websites, Accor booking office, hotels) and traditional travel agencies connected automatically to the Accor booking office. Stays booked through a reseller, tour operator or third-party online travel agency (such as Expedia.com, booking.com, etc.) are not considered Eligible Stays and do not earn Points or Eligible Nights towards a Status level.

- **Partner**: Company not operated by an Accor Group brand but that is nonetheless participating in the Programme in one of the two following ways: by allowing Members to earn ALL – Accor Live Limitless Rewards points on their expenses within its own network; and/or by providing Rewards Points to be transferred to its own loyalty programme or vice versa. Partners can operate in any sectors industries, including the transport, leisure, retail and tourism sectors.

- **Point**: Unit generated by a Member according to a set scale, following an eligible stay at a hotel participating in the Programme, the purchase of eligible services from a Partner or in the context of special offers or promotions. There are two types of Points, Rewards Points and Status Points, which are accounted for separately and cannot be combined.
  - **Rewards Points**: Points earned by a Member according to the points scale described in Article 7.4 and that the Member may convert to Rewards.
  - **Status Points**: Points earned by a Member according to the points scale described in Article 7.8 and that allow the Member to reach the programme’s various Status levels.

- **Reward**: Any service, product or benefit obtained using the Rewards Points collected by the Member.

- **Status**: Level dependent on the number of Eligible Status Nights or the number of Status Points earned by a Member over a given period and that determines (i) the benefits received by a Member at hotels participating in the Programme and (ii) the scale of Rewards Points earned.

- **Status Night**: An overnight stay completed by a Member that earns Status Points and that counts towards reaching a Status level according to the scale presented in Article 8. Only overnight stays by a Member as part of a stay at a hotel participating in the Programme, booked through an eligible distribution channel at a rate eligible for earning Points, as described in Articles 7.1 and 7.2 below, are considered to be eligible.

- **Transaction**: Crediting points to or debiting them from a Member’s account.

### 3. HOTELS PARTICIPATING IN THE PROGRAMME

The hotels participating in the Programme are hotels operating under an Accor brand, with the exception of the hotels and brands listed on Loyalty page of the all.accor.com website (See list of participating hotels and brands and non-participating hotel and brand exceptions, available here).

When a hotel or brand joins the Accor network or enrols in the Programme as a participating hotel, Members will only be able to earn Points and enjoy other Programme-related benefits on eligible stays completed at the hotel in question subsequent to this event.
If a hotel leaves the Accor network or ceases to be a participating hotel after the Member makes a booking but before the Member’s actual stay, the Member:

- will not earn Points and will not have access to any Status-related services or benefits while staying at the hotel;
- will not have access to any special offers in which the hotel may have participated;
- will, if applicable, be credited Rewards Points used for all or part of the booking and will be required to pay directly to the hotel the amount corresponding to the number of Rewards Points used to make the booking.

Accor will make every effort to give affected Members reasonable notice prior to their stay.

4. PROGRAMME MEMBERSHIP

4.1 Conditions of Membership

The Programme is open to all persons who are legally considered to be an adult or have the legal capacity to sign a contract in the Member's home country.

Programme membership is free of charge.

Members have a membership card, sent to them as a physical card or available electronically online, depending on the Member's Status and/or choice. Whether in physical or electronic format, the membership card is nominative and strictly personal. It cannot be sold, loaned or transferred. The membership card is not a means of payment and cannot be used to guarantee a booking. The card lists the Member’s name, individual identification number and expiry date of Status (from Silver status – see Article 8 below). The rule is one ALL - Accor Live Limitless membership card per Member. The card may be used only by the Member whose name is printed on the card.

A valid individual email address is required to join the Programme. Two or more Members may not use the same email address. By joining the Programme, the Member agrees to receive electronic communications relating to the operation of, and services offered by, the Programme, including information messages, Points statements, and information regarding the operation of the Member's account. If the Member no longer wishes to receive this information, which is considered essential to Programme operation, the Member shall follow the Programme termination procedure set forth in Article 12.1.

Programme Members accept that the Programme may be modified, totally or partially, at any time. Within a reasonable period of time before their application, Members will be notified of any changes made to the Programme that may substantially modify their rights and obligations relating to the Programme, particularly through information posted on the all.accor.com site and/or via electronic communication. Members have the possibility of terminating their membership as outlined in Article 12.1. Participation in the Programme following the effective date of modifications implies acceptance on the part of the Member.

4.2 Registering as a Programme Member

A Customer may join the Programme in any of the following ways:

- During his/her stay at a hotel participating in the Programme;
- By registering online on the all.accor.com website;
- Via the Accor telephone booking office;
- By any other means made available to the Customer.

The Customer shall provide the required and obligatory elements when applying for membership.

New Members must accept the Programme’s TCM, either online or at the hotel, depending on conditions for joining.

Once accepted, the Member will benefit fully from all Programme services, including access to the different functions of the all.accor.com website (such as accessing Rewards, checking his/her customer account, redeeming Rewards Points, etc.), and recognition by all Accor internet sites and call centres when making reservations.

4.3 Personal Customer Account

To enrol in the Programme, Customers must create a customer account by filling in the information required in the enrolment form, including their username ('Username'). The Customer declares that the information he or she provides in the enrolment form or sends to Accor is true and complete. Accor is not responsible if any errors or incomplete information is provided or sent by the Customer and if, as a result, Accor is unable to give the Customer the full Programme experience as described herein.

The Customer’s Username is strictly personal and confidential. The Customer is solely responsible for keeping and using it. Accor is not responsible to the Customer for any harm endured due to illicit, fraudulent or inappropriate use of his or her Username.

It is the Customer’s responsibility to inform Accor immediately if an unauthorised person has used their Username or if the Username is lost or forgotten.

Using their personal account, Members can:
- View account balance,
- View Points balance, Status Nights balance, Transaction history, and status;
- Be recognised on the all.accor.com website or mobile services;
- Enter accommodation preferences, personal preferences, favourite brands and destinations;
- View their reservation history and modify any current reservations;
- Subscribe to the Accor, ALL - Accor Live Limitless and Accor hotel brand newsletters, and view and manage subscriptions;
- Access personalised offers and services.

5. CARD USE

In order to enjoy the various benefits that come with being a cardholder, Members must provide their loyalty card number whenever they wish to take advantage of one of the services available and/or present their loyalty card (in either physical or digital format) when checking
into a hotel. Members who do not meet the aforementioned requirements will not be authorised to take advantage of the Programme-related benefits.

In the event of loss or theft of his/her membership card, the Member must notify ACCOR and order a new card on the ‘Receive your card by mail’ section of the Member’s personal account on the Website.

6. MEMBER RESPONSIBILITIES

Any breach by a Member of these Conditions of Membership, payment default (hotel bill, invoice, or any other commitment) in relation to the goods or services proposed by hotels, Accor or their partners or linked to the ALL – Accor Live Limitless programme or fraudulent use of the card or Points, communication of falsified information and/or detrimental or objectionable behaviour from the Member or anyone accompanying them (in particular, regrettable, malicious or insulting behaviour towards hotel staff, customers, customer service personnel, or any other person related to the services, the benefits or other advantages offered by the hotels or by Accor), including during events organised as part of the Programme, may result – at the sole discretion of ACCOR – in the temporary suspension of the Member’s Programme membership or termination of membership without notice or compensation, and cancellation of any Points earned by the Member with his/her card, as per the terms stipulated in Article 12. This suspension or termination shall be without prejudice to ACCOR’s right to take action with respect to a Member.

7. EARNING ALL - ACCOR LIVE LIMITLESS POINTS

When a Member completes an Eligible Stay at one of the hotels participating in this Programme and the stay includes at least one paid night that the Member actually spends at the hotel, the Member's account is credited with Points and Status Nights corresponding to the stay. Day Use generates Points credit only, and no Eligible Status Night will be counted.

Only a whole number of Points may be credited. If application of the Points earned scale leads to Points with a decimal fraction, the number of Points credited will be the next lowest whole number if the number after the decimal point is lower than five and the next highest number if the decimal is equal to or higher than five.

For crediting Points, the amount paid in local currency outside the euro zone will be converted to euros before applying the earned Points scales. The exchange rate applied by the hotel at check out is taken from the ‘Multidevises’ database (a Reuters Bank database of monetary and financial information).

Points and Status Nights may not be transferred to another Member. They are strictly personal and non-transferable.

By agreeing to the Programme TCM, the Member acknowledges and accepts that Points do not constitute a means of payment and have no monetary value, no matter how they were obtained. No money shall be provided for Points, including lost or unused Points.

7.1 Rates for Eligible booking Stays to earn Points

Only Eligible Stays booked at an eligible rate enable the Member to benefit from the Programme.
Eligible booking rates include all public, corporate and promotional rates, except for the following:

- Room rates for group bookings when the rooms are invoiced to and paid for globally by the organiser (excluding the Meeting Planner promotional offer);
- Rates proposed to employees of partner companies (travel, tourism, etc.), also known as ‘Partner/Industry Rates’;
- Room rates for crew members (airlines, shipping or other, companies, etc.);
- Rates for Accor employees of Accor Group partner companies and service providers;
- Tour operator rates.

Rates eligible to redeem points are generally indicated on the Website.

When booking, the Member is given the option to redeem Rewards Points at the payment stage if permitted by the location, booking and rate.

7.2 Eligible expenses

Only the following expenses are eligible to earn Points (and only if they have been paid for in full by and if the Member who actually stayed at the hotel):

- Expenses for Member accommodation in a room in the hotel and, if applicable, for one other room at the same hotel on the same date (for a maximum of two invoiced rooms), provided that (i) the Member is staying in one of these rooms and that (ii) the second room is not occupied by another Member. Note: The Member may be able to earn on accommodation expenses for both rooms, but the number of Status Nights is based only on the Member's room;
- Expenses related to VERYCHIC services booked via the all.accor.com website; however, services paid for directly via the verychic.com website are not, however, eligible to earn Points;
- Services in addition to hotel accommodations, including minibar, telephone, room service, pay television, Member meals at the hotel restaurant, and drinks at the hotel bar;
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa Sea & Spa centre connected with the participating hotel, provided that the Member completes an Eligible Stay at the hotel.

However, certain expenses made as a non-guest or during a non-eligible stay are eligible to earn Rewards points (see paragraph 9.4).

Furthermore, in the event of amendments being made to a Member’s booking during the course of a stay and any outstanding sum being settled by a third party, the Member who made the initial booking is eligible to earn Points on the amended stay, subject to the third party (i) not being a Member themselves and (ii) staying in the same room as the Member in question.

Points are calculated on the basis of the total invoice for eligible expenses, excluding tax. The invoice must be settled in full. In other words, the payment must have been accepted and confirmed by the hotel. In the event of full or partial default in the payment of an invoice and,
notably, if the Member stops the payment of a cheque, issues a cheque that bounces or disputes a bank card payment, he/she will not receive any Points for the transaction in question and will not accumulate any Status Nights.

Eligibility rules for the following expenditures vary depending on the infrastructure and policy of each participating hotel:

- business centre;
- boutique purchases;
- spa products and services;
- hair salons;
- beauty parlours;
- golf green fees;
- parking;
- laundry services.

The following expenditures do not qualify for earning Points:

- Additional expenditures incurred as part of a non-eligible stay (even if settled at the hotel), excluding food and refreshment expenditure that meets the aforementioned criteria;
- Taxes (notably VAT), tips, taxis, transfers to/from the hotel, service charges and other applicable charges;
- Advances;
- Expenditures incurred as part of organising a company seminar, banquet or any other event – including private events – settled globally by the Member (except for the Meeting Planner promotional offer);
- All charges and expenses which are not specifically listed as eligible expenditures.

7.3 Rewards Points Scale

The Programme offers five Status levels that are attributed according to the number of Status Points earned or the number of Status Nights accumulated (Classic, Silver, Gold, Platinum, Diamond) and a Status level available by invitation only.

Access to the invitation-only Status is granted at Accor’s sole discretion. The Members in question will be invited to access this Status and will be informed of the related benefits and specific terms and conditions.

The scale for earning Rewards Points for each Status is shown in the table below, on the basis of 10 euros in eligible expenses.
PER €10 OF ELIGIBLE EXPENDITURE

<table>
<thead>
<tr>
<th>STATUS</th>
<th>NUMBER OF REWARDS POINTS EARNED AT PARTICIPATING BRANDS (Excluding Mama Shelter, Adagio, Adagio Access, ibis, ibis budget*, ibis Styles, Mantra, Peppers, Breakfree, Art Series, Greet, Jo&amp;Joe)</th>
<th>NUMBER OF REWARDS POINTS EARNED AT MAMA SHELTER, IBIS AND IBIS STYLES</th>
<th>NUMBER OF REWARDS POINTS EARNED AT MANTRA, PEPPERS, BREAKFREE, ART SERIES AND ADAGIO (Excluding Adagio Access)</th>
<th>NUMBER OF REWARDS POINTS EARNED WITH ADAGIO ACCESS, JO&amp;JOE, GREET AND IBIS BUDGET*</th>
</tr>
</thead>
<tbody>
<tr>
<td>CLASSIC</td>
<td>25</td>
<td>12.5</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>SILVER</td>
<td>31</td>
<td>15.5</td>
<td>12.5</td>
<td>6.25</td>
</tr>
<tr>
<td>GOLD</td>
<td>37</td>
<td>18.5</td>
<td>15</td>
<td>7.5</td>
</tr>
<tr>
<td>PLATINUM AND ABOVE</td>
<td>44</td>
<td>22</td>
<td>17.5</td>
<td>8.75</td>
</tr>
</tbody>
</table>

*Hotels operating under the ibis budget brand in Japan, South Korea and Poland are the only ones to participate in the Programme (See list of participating brands and non-participating hotels and brands, available here).

At Thalassa Sea & Spa establishments, the applicable Points scale is the one used by the hotel where the Member is staying.

If a Member's Status changes between booking and check-out, the rules used for attributing Rewards Points will be those for the Status at check out. For a stay of several consecutive nights, Members are entitled to only one Rewards Point credit when the total invoice is paid.

7.4 Earning Rewards Points with Partner brands

It is also possible to earn Rewards Points with Programme Partners according to conditions that are specific to each Partner. These may be consulted in the Loyalty section of the Website.

7.5 Special offers and promotional operations

Members may also earn Rewards Points in the context of special offers or promotional operations organised by the Programme. In this context, earning Rewards Points depends on meeting specific conditions that apply to each offer or operation, and that are communicated to Members.

7.6 Validity of Rewards Points

Rewards Points are valid for 365 consecutive days from the date of the event that generated their Eligible Expenditure, and i) When Rewards Points are earned following an Eligible Stay at a participating hotel, that date is considered to be the date of check out. ii) When Rewards
points are earned following an eligible Meeting Planner event, that date is considered to be the date on which the Rewards Points are credited to the Member's account.

The validity of Rewards Points collected by a Member is extended by 365 consecutive days each time the Member stays at a participating hotel that is eligible to completes an Eligible Stay.

If the Member does not stay at a participating hotel that allows to complete an Eligible Stay for 365 consecutive days, all the Rewards Points in his or her account, whatever their origin, will be lost without prior notice and without being able to restore or transfer these Rewards points.

7.7 Status Points Scale

The table below shows the scale for earning Status Points on the basis of 10 euros of eligible expenses.

**PER €10 OF ELIGIBLE EXPENDITURE**

<table>
<thead>
<tr>
<th>STATUS</th>
<th>NUMBER OF STATUS POINTS EARNED AT PARTICIPATING BRANDS (Excluding Mama Shelter, Adagio, Adagio Access, ibis, ibis budget*, ibis Styles Mantra, Peppers, Breakfree, Art Series, Greet, Jo&amp;Joe)</th>
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<td>12,5</td>
<td>10</td>
<td>5</td>
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<td></td>
<td></td>
</tr>
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<td>25</td>
<td>12,5</td>
<td>10</td>
<td>5</td>
</tr>
</tbody>
</table>

* Hotels operating under the ibis budget brand in Japan, South Korea and Poland are the only ones to participate in the Programme (See list of participating brands and non-participating hotels and brands, available here).

Irrespective of the Member's Status level, Status Points are valid until 31st December of the calendar year in which they were earned. Status Points are credited as from the date of check out.

8. STATUS

Members may, at any time, access a higher Status if they reach the required number of Status Nights or Status Points, as shown in the table below (excluding Fast Track promotional offers).
At the start of each new year (N), an assessment is made of Eligible Status Nights completed and Status Points earned by a Member during the previous calendar year (N-1):

- If, during the year N-1, the Member reached one of the thresholds allowing them to maintain their Status or access a higher Status, they retain the Status of year N-1 for the year N;
- If, during the year N-1, the Member did not reach one of the thresholds allowing them to maintain their Status, they will be awarded the Status directly below the one previously held in year N-1, as indicated on the above scale.

Status Nights and Status Points counters are reset to zero on 1st January of each calendar year.

The use of Rewards Points has no effect on keeping or changing a Status.

### 9. BENEFITS AND SERVICES OFFERED TO MEMBERS

#### 9.1 Programme benefits and services relevant to all Members

Only the cardholder Member is entitled to the benefits associated with the membership card.

These benefits are offered only for Eligible Stays, with the exception of Day Use bookings as defined herein.

These benefits are described more fully in the Loyalty section of the all.accor.com website.

#### 9.2 Guarantee of availability

The guarantee of an available room (offered to Gold Members and higher status levels) 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 at least three days (for Gold cardholders) or two days (for Platinum cardholders or higher Members) prior to the date of arrival at the hotel.
- The Member must request this guarantee at the time of booking.
- In hotels identified as belonging to the ‘resorts’ category and at Thalassa Sea & Spa 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 Member’s room). For bookings that include several rooms, the guarantee therefore does not apply to the additional rooms.

- If the hotel is unable to guarantee room availability, it agrees to transfer the Member at another nearby Accor hotel or at a hotel in an equivalent category. If the Member is transferred to a hotel that is not part of the Accor Group, the hotel will reimburse any difference in the cost of the first night and any related transportation fees, upon presentation by the Member of receipts by the Member. All lodging expenses for that night (the cost paid by the Member, as well as the additional cost reimbursed by the hotel) enable Points credits and collecting Status Nights.

- The availability guarantee applies only to participating hotels operating under the brands Raffles, Orient Express, Banyan Tree, Delano, Sofitel Legend, Fairmont, SLS, SO/, Sofitel, The House of Originals, Rixos, Mantis, MGallery, Art Series, Mondrian, Pullman, Swissôtel, Angsana, 25hours, Hyde, Mövenpick, Grand Mercure, Peppers, The Sebel, Mantra, Novotel, Mercure, Adagio, Mama Shelter, Tribe, Breakfree, ibis, ibis Styles and ibis budget (in Japan, South Korea and Poland), greet and Jo&Joe, excluding hotels from these brands appearing on the list of non-participating brands and hotels that are listed as exceptions: BreakFree Aanuka Beach Resort, BreakFree Grand Pacific, Breakfree The Point, Mantra Ettalong, Mantra Frangipani, Mantra Geraldton, Mantra Lake Tekapo, Mantra Lorne, Mantra Marina Queenstown, Mantra Southport Sharks Hotel, Peppers Blue on Blue Resort, Peppers Bluewater Resort, Peppers Cradle Mountain, Peppers Moonah Links, Peppers On the Point, Peppers Parehua Martinborough, Peppers Soul, Peppers The Sands, Mercure Courchevel, Mercure Chamonix les Bossons, Mercure Les Deux Alpes 1800, Mercure Chamonix Centre, Mercure Saint Lary Sensoria, Mercure Les Arcs 1800, Mercure Brides Les Bains, Grand Hotel des Thermes.

- The availability guarantee does not apply on certain dates. The official calendar of dates on which the availability guarantee does not apply is regularly updated and displayed for Members on the all.accor.com website. It is up to Members to take note of these dates before booking a stay for which they require an availability guarantee (see list of blackout dates, available here).

9.3 Specific benefit: Suite Night Upgrades

Definition

A Suite Night Upgrade is a benefit reserved exclusively for Members who have Platinum status and above. It enables them, at certain participating hotels belonging to the Accor Group, to spend the night in a ‘suite’ for the price of a ‘room’ selected by the Member when making a pre-confirmed booking.
Hotels Offering Suite Night Upgrades

Members can only use their Suite Night Upgrade in Accor Group hotels offering this benefit. The list of non-participating countries, non-participating brands and non-participating hotels is available [here](#). This exception list may be modified at any time.

In order to offer this benefit, a hotel must have both rooms and suites. Hotels solely offering other types of accommodation (lodges, villas, apartments, etc.) do not accept Suite Night Upgrades.

Obtaining a Suite Night Upgrade

On reaching or obtaining Platinum status (as outlined in Article 8 of the General Conditions of Membership), Members receive two (2) Suite Night Upgrades are credited to their account. When a Platinum Member has earned 18,000 Status Points, a third Suite Night Upgrade is then credited to the account.

The Member receives an additional Suite Night Upgrade each time an additional 4,000 Status Points have been earned, for example, a fourth Suite Night Upgrade on reaching 22,000 Status Points, a fifth on reaching 26,000 Status Points and so on, up to a maximum of twelve (12) Suite Night Upgrades per calendar year.

A Suite Night Upgrade is valid for one (1) night only. The Member may use several Suite Night Upgrades when staying for several consecutive nights, if he or she has enough Suite Night Upgrades having already been credited in the account.

Each Suite Night Upgrade is valid until 31st December of the year following its date of issue (calendar year N+1). No validity extension will be granted either before or after a Suite Night Upgrade’s expiry date.

Suite Night Upgrades are credited exclusively to the Member’s account, and can be viewed online via the Website and the Accor All app. No printed Suite Night Upgrades will be issued, nor can Suite Night Upgrades be sent out via email.

However, Members will receive an email notification whenever a Suite Night Upgrade they have earned has been credited to their account.

Using Suite Night Upgrades

Members who wish to use one or several Suite Night Upgrade(s) during their stay must pre-book prior to the stay.

Bookings must be made by calling an Accor Booking Office or by calling one of a participating hotel offering Suite Night Upgrades directly, except for Fairmont, Raffles and Swissôtel hotels. For these three brands, bookings must be made via the Accor Booking Office.

The Suite Night Upgrade must be valid on the dates of stay booked. Suite Night Upgrades are for personal use only and are non-exchangeable, non-refundable and non-transferable. They can only be used by the Member whose name is printed on the
membership card. The Member must be present during the stay and must themselves be staying in the suite that has been booked.

Suite Night Upgrade bookings are valid for new bookings only. The use of a Suite Night Upgrade can not be added to an existing reservation.

The Member may book several rooms and/or suites when making the booking, but only one Suite Night Upgrade will be authorised per night and for the suite in which the Member is staying.

If Members wish to stay for several nights but only have one (1) Suite Night Upgrade, they may nonetheless stay in the suite for the duration of the booked stay. In that case, they will use their Suite Night Upgrade for one night but will have to pay the full undiscounted price for the suite for the other nights of the stay. If the Members do not wish to book the Suite at the advertised rate, they will need to make another booking for the other nights of the stay, choosing a different type of room, which would mean changing rooms during the stay.

For bookings covering several consecutive days at a constant rate, the Suite Night Upgrade will apply to the first night of the stay by default.

For bookings covering several consecutive days at a variable rate (i.e., the rate is different each night), the Suite Night Upgrade will apply to the most expensive eligible night by default.

At the time of booking, the reservation advisor may offer the Member different types of suites, corresponding to suites paired with different types of rooms, along with their associated rates. The pairing between suites and rooms may be different from day to day.

The use of Suite Night Upgrades is subject to the same blackout dates as the Programme’s room availability guarantee. The official calendar of dates on which the availability guarantee does not apply is regularly updated and displayed for Members on the all.accor.com website. It is up to Members to take note of these dates before booking a stay for which they require an availability guarantee (See list of dates, available here).

Eligible rooms

Eligible rooms vary by hotel. Certain suites may be excluded, such as Presidential suites and VIP suites.

Each type of room eligible for this benefit is paired with a specific type of suite at each hotel offering the benefit. The room type eligible may not be the standard room type.

The individual availability of the «room» and of the «suite» is a necessary but not sufficient condition for the use of a Suite Night Upgrade Suite Night Upgrade on a given day. In any case, the “suite” and the “room” must be booked at the same sales conditions of rate.

Eligible Booking Channels

In order to be considered eligible, stays must be booked at eligible rates by calling the Accor Booking Office or participating hotels.

Stays booked via other channels will not be eligible for this offer, including those booked via:

- travel agencies using a GDS (Global Distribution System)
- stays booked via a reseller, tour operator or third-party online travel agent (such as Expedia.com, booking.com, etc.)

**Eligible Rates**

Eligible rates include all standard rates (including the ALL - Accor Live Limitless and Accor Plus Member rate) and all promotional rates except the following:

- Excluded rates mentioned in Article 7.2 ‘Rates Eligible to Earn Points’ of the General Conditions of Membership;
- Family offers;
- Package rates;
- Day Use Rates;
- Corporate Rates;
- ibis Business and Accor Plus membership card rates

**Terms of Cancellation and Changes**

The usual terms and conditions of sale apply to bookings made with a Suite Night Upgrade. These conditions determine the ability or not to change or cancel a booking free of charge.

If a pre-booked stay is cancelled prior to the stay and according to the terms laid down in the terms and conditions of sale accepted when making the booking, the conditions of sale govern the decision as to whether the cost of the booking should be reimbursed.

However, if a Member makes a booking using one or several Suite Night Upgrades but cancels the booking prior to the stay, the Suite Night Upgrades will be recredited to the account within a maximum of seven (7) days.

No changes can be made to the night to which the Suite Night Upgrade applies. The only change that can be made by telephone once a Suite Night Upgrade has been booked is adding additional options (such as breakfast), paid for with cash.

The Suite Night Upgrade will not be refunded to Members in the event of a no-show on the booked day or early check-out.

**Non-Combinable Benefits**

Suite Night Upgrades cannot be combined with:

- The use of Rewards Points when booking,
- The use of a Stay Plus night, a benefit awarded to members of the Accor Plus membership programme,
- Upgrades subject to availability awarded to Gold status and higher.
- ‘Best price guarantee’ policy.
Member Responsibilities

Accor reserves the right to immediately void any Suite Night Upgrade that has been sold or transferred to a user other than the Member for whom it was originally intended or that is deemed to have been fraudulently acquired.

In such an event, the Member may be held liable as set forth in Article 6 ‘Member Responsibilities’ of the Programme’s General Conditions of Membership.

9.4 Earning and Redeeming Rewards Points at Restaurants and Bars Without A Stay

The ALL - Accor Live Limitless loyalty programme allows its members to earn Rewards Points, as defined in paragraph 2, at participating Accor restaurants and bars, a list of which is available here. This list will be updated on a regular basis. Expenditures for minibars and restaurant services at a private event, including a deposit or payment not taking place on the actual day of the service are not eligible to earn or redeem Rewards Points.

Any member of the ALL - Accor Live Limitless programme can earn Rewards Points based on the method used at the participating restaurant/bar:

- By paying online via the Accor All app;

or

- By paying via the payment terminal after linking a Visa or American Express card to the loyalty programme’s non-guest points feature on the member’s account page or

- In certain countries only, especially Eastern Europe, Middle-East and Africa at participating businesses, by paying in cash and asking an employee at the participating business to credit the points manually. Additional restrictions may apply in this case, including the maximum number of points that can be credited.

In some participating restaurants, a list of which can be found here, Rewards Points can be redeemed to pay a tab only via the Accor All app. This feature is not offered if paying via a payment terminal.

By participating in the ALL - Accor Live Limitless non-guest Rewards Points programme, you accept the General Conditions of Membership above, along with the following clauses:

9.4.1 Definitions

- Participating restaurants and bars refers to any Accor restaurant and/or bar where the Member can earn (or redeem) Rewards Points through the ALL - Accor Live Limitless loyalty programme.

- Minimum amount includes all transactions performed at participating restaurants and bars whose amount is greater than or equal to €1 including tax when earning points, and greater than or equal to 1,000 points when redeeming points. The minimum payment amount stated by the hotel prevails over the minimum transaction amount to earn and redeem Rewards Points at restaurants and bars without a stay.

- Visa card is defined as in paragraph 9.4.4.

- American Express card is defined as in paragraph 9.4.4.
- **Eligible Card** refers to payment card allowing the Member to earn (or use) Rewards Points in Restaurants and/or bars.

### 9.4.2 Eligibility

To be eligible to earn and spend points without a stay, the user must:

i. Be a member of the ALL - Accor Live Limitless programme;

ii. Be an individual at least 18 years old with full legal capacity;

iii. In certain cases, be an eligible card holder.

### 9.4.3 Paying via the Accor All App

**Paying Tabs**

To pay a tab via the Accor All app at a restaurant and/or bar, a Member must:

- Have an activated customer account; and

- Use a built-in reader or external app to scan the QR code at the restaurant or bar and enter the table number into the Accor All app;

Or

- Ask a restaurant employee for the restaurant or bar identification number and the Member’s table number and enter them into the Accor All app.

Once the order has been placed with a restaurant employee, it is automatically entered into the app.

Members should be aware that errors may appear when entering the order into the app. They should therefore verify that the order entered into the app matches the order placed at the bar or restaurant before paying. Claims may not be made against the bar/restaurant or Accor in the event of an error in entering the order into the app.

Members should be aware that once the QR code has been scanned or the table number has been entered, all of the following information is sent to the restaurant or bar: (i) Payment for the table, handled and recorded via the app, and (ii) The identity of the users (first and last names of the Members).

When paying the tab, the Member may choose to pay all or part of the table’s tab. Each Member has the option to enter the payment amount into the field provided. Employees do not consider the table’s tab to be paid until the entire tab has been paid.

If multiple Members share the same tab, each Member receives the number of Rewards Points for the amount he or she paid via the app.

**Technicalities of Payment**

If a Member chooses to pay a tab via the app, if the conditions above are met, then payment of the amount indicated on the app must be made by payment card.
A payment and sales receipt is available directly from the restaurant or the bar personnel. Such receipt is notably necessary and will be considered proof regarding any claim in relation to the payment, the expenses paid, the earning and use of Reward Points.

Accor reserves the right to refuse or void any Member’s payment when combatting fraud. Information entered by the Member to use the service is binding. Accor is not responsible for errors made by the Member in the wording of fields completed for payment, including the amount entered at the time of paying the tab.

9.4.4  Paying by Payment Terminal

To earn Rewards Points on transactions performed at participating restaurants and bars, the Member must:

- Enter an eligible Visa or American Express card (see ‘Payment Card Eligibility’ paragraph below) into the ALL - Accor Live Limitless programme customer account;
- Link the card to the non-guest Rewards Points feature so that transactions can be recognised and to earn Rewards Points;
- Use the eligible Visa or American Express card or cards linked to the programme in your customer account at participating restaurants and/or bars to pay for a restaurant expenditure eligible to earn Rewards Points, per the Conditions above for Minimum amounts. The payment must go through (in other words, it cannot be declined) and must be made directly to the participating restaurant or bar at the end of the service.

You may not earn Rewards Points if you pay your entire tab by cheque, cash or restaurant voucher, or with an ineligible payment card and/or a payment card not linked to your customer account, even if the total is greater than or equal to €1 including tax.

Payment Card Eligibility

For a payment card to be eligible, it must meet all of the following conditions:

i. It must be issued by Visa or American Express (place of issuance must be United States or UK, otherwise non eligible).

ii. It must have a Visa or American Express card scheme; therefore, a Visa or American Express payment card cobranded with another payment card scheme is ineligible. For example, a Visa or American Express card cobranded with the ‘CB’ mark from the CB payment card scheme is ineligible.

iii. The cardholder must be a member of the ALL - Accor Live Limitless programme as well as the account holder of the checking account to which the card is attached and of the ALL - Accor Live Limitless programme customer account associated with the card.

iv. It must be valid at the time of the transaction. Any Visa or American Express payment card that is expired, cancelled, suspended or invalid at the time of the transaction is ineligible and does not earn Rewards Points.

v. It must be eligible to redeem points at the business. Not all payment cards accepted at a given business are necessarily eligible to earn or redeem points.
Linking the Payment Card to Services and Products Without a Stay

Members may link up to five (5) eligible payment cards. To unlink a card from the non-guest feature, simply delete the card from the customer account. Members may enter the card again later; by default, it is not linked to the non-guest Rewards Points feature. The payment card can only be linked to a customer account for restaurant expenditures eligible to earn Rewards Points; the feature is not available for other expenditures.

Members may only link personal cards bearing their name. By linking their card to non-guest services and products in the ALL - Accor Live Limitless loyalty programme, Members declare that they are the holder of the payment card and of the loyalty account linked to the card, and that they are authorised to use the payment card, make payments with it and earn its Rewards Points. Accor declines all responsibility for non-functioning saved payment cards (for instance, if a card is unreadable) and declined payments that prevent points from being earned.

Members agree to verify and update information for their linked card(s) as necessary.

If an eligible card linked to the ALL - Accor Live Limitless non-guest Rewards Points feature is cancelled, suspended, expired or invalid, the Member is solely responsible and must update the payment information to continue earning Rewards Points without a stay.

Accor does not award Rewards Points retroactively if the transaction was made with an expired, cancelled, suspended or invalid card or if the card used was not linked to the Member’s customer account at the time of the transaction.

9.4.5 Earning Rewards Points Without a Stay

Members can earn 1 point for each euro spent at participating restaurants and bars. Rewards Points are credited within 7 days to the Member’s account.

Only whole numbers of Points may be credited. If application of the scale of Rewards Points earned results in a fraction of a Point, the number of Points credited is the next lowest whole number if the number after the decimal is less than five, and the next highest whole number if the decimal is greater than or equal to five.

For crediting Points, the amount paid in local currency outside the euro zone will be converted to euros before applying the earned Points scales. The exchange rate applied is the one on the date of payment by the Member as taken from the Multicurrency database (a Reuters Bank database of monetary and financial information).

9.4.6 Using Rewards Points Without a Stay

By way of exception to the above, redeeming Rewards Points to pay a tab does not earn points for those expenditures.

Points may be redeemed to pay a tab only if done online via the Accor All app.

Members may only redeem the number of points necessary to pay for the entire transaction per the current scale: 1,000 Rewards Points earns a discount of €10 at participating restaurants and bars.

Once payment has been made, the number of Rewards Points for the transaction is debited from the Member’s loyalty account.
For any claims, the Member can send a request from the ‘Assistance’ page by using the ‘Contact us’ section.

### 9.5 Complimentary breakfast

This benefit offers members, from Diamond tier, a complimentary standard weekend breakfast service (excluding room service and gratuities) at participating hotels. The benefit is offered to the member and to the registered guests of the member’s room, during the breakfast hours defined by the hotel.

At the time of booking, the member can select specific offers, which include breakfast on the nights in question (only weekend nights). These offers are available on the direct channels listed below:

- Accor All app,
- all.accor.com website,
- via telephone by contacting the hotel or our call centre directly.

The benefit cannot be combined with any promotional offers (except the Member’s rate).

If the booking includes several rooms, only the occupants of the room of the Member who made the booking may benefit from free breakfast. Any breakfast consumed by the occupants of any other rooms as part of the booking will be invoiced by the hotelier at the rate in effect at the time of the stay. If the Member arrives at the hotel without having chosen the specific offer at the time of booking or arrives without a booking, the Member can ask, at the time of check-in, for breakfast to be included free of charge on weekend nights. However, if the Member makes a booking by choosing a rate (other than the dedicated rate for this free breakfast offer) that already includes breakfast for the duration of the stay, no deduction of the value of breakfast (or refund, if the booking has been prepaid) will be made retroactively for weekend nights.

The nights covered by this benefit depend on the country of the hotel, as described below:

- Thursday and Friday nights for following countries: United Arab Emirates, Qatar, Bahrain, Jordan, Egypt, Algeria, Oman, Saudi Arabia, Kuwait, Iraq, Syria, Sudan, Libya and Comoros, i.e. a complimentary breakfast on Friday morning and on Saturday morning.
- Friday and Saturday nights in the rest of the world, i.e. a complimentary breakfast on Saturday morning and on Sunday morning.

In Asia-Pacific, this benefit is available to Members throughout the week from Platinum Status and above, in participating hotels and resorts as follows:

Hotels with an executive lounge offer breakfast in their executive lounge.

In hotels that do not have an executive lounge, breakfast is served at the hotel restaurant.

This offer does not apply to Gold lounges at Fairmont Hotels.

This offer is not available in every participating hotels of ALL – Accor Live Limitless programme. For instance, hotels that do not have a restaurant and those that only offer rates which include breakfast are excluded from this offer. The complete list of participating hotels can be found here.
9.6 **Gifting Gold status to the person of your choice**

From the Diamond Status, the Member may grant a Gold status to the person of their choice (‘the Beneficiary’).

Eligibility conditions:

- The Beneficiary must be a member of the Program and have a Classic or Silver status.

- The Member and the Beneficiary must have accepted these TCM and have an active account (not suspended, terminated or no longer active).

This benefit is available only once (1) until the expiry date of the Member’s current Status. Once Gold status is granted to the Beneficiary, the Member will no longer be able to take advantage of this benefit until the expiry date of their Status and it is not possible to cancel or modify this operation (in the event of a change of mind or a Beneficiary error, for example). If the Member does not use this benefit before the expiry date of their Status, they lose the opportunity to gift a Gold Status. If the member renews their status the following year, they will benefit from this advantage again (without the possibility of cumulation in the event that they have not used the advantage the previous year).

To offer a Gold Status, the Member must go to Status > Benefits within the 'My Account' section of all.accor.com and enter the e-mail address associated with the Beneficiary’s loyalty card. If the Beneficiary meets the eligibility conditions mentioned above, they immediately upgrade to Gold Status and a confirmation is sent to them by e-mail, mentioning the surname and first name of the Member who made the donation. An e-mail is also sent to the Member to confirm the use of the benefit, mentioning the full name of the Beneficiary.

The Member can also take advantage of this benefit by contacting our Customer Care team who will perform the procedure on his behalf. They must communicate the full name and e-mail address associated with the Beneficiary’s loyalty card.

If, upon reading the confirmation e-mail, the Member notices that the identity of the Beneficiary of the Gold Status does not match the person of their choice, the e-mail address entered online or provided to our Customer Care team does not correspond to the person's loyalty card. As the operation is irreversible, it will not be possible to modify the Beneficiary.

The Beneficiary’s elevation to Gold Status takes effect from the day the confirmation is sent by e-mail. The Beneficiary will enjoy Gold Status and the benefits associated with it as defined in these TCM. It is specified that the elevation to Gold status does not generate any additional credit for Status Nights, Status Points or Rewards Points.

The expiry date of the Beneficiary’s Gold Status is equal to the expiry date of the Member’s Status at the origin of the donation. After this date, the Beneficiary shall follow the rules for elevation to the next status as defined in Article 8 of these TCM.

If the Member wishes to grant Gold Status to a person who is not a member of the Programme, they must first invite the Member to join the Programme and then follow the conditions described above.

The benefit of gifting status may only be done free of charge. If it is determined that the gifting of status was listed or advertised for sale or auction on the Internet, in newspapers and magazines, or other similar means, the programme will immediately terminate the
memberships of both the issuing and receiving member involved in the transaction, under the term of article 12.2.

10. USING REWARDS POINTS

Please note that only cardholders may redeem Rewards Points from their account.

Members can redeem their Rewards Points to obtain Rewards, including:

- Discounts on an Eligible Stay or eligible restaurant expenditures at a participating restaurant;
- Benefits from certain Partners, by converting Rewards Points into points for other Partner loyalty programmes (such as air miles)
  or;
- Products or services obtained via the Programme's online store (‘Limitless Experiences’) in countries where this is available.

The use of Rewards Points to obtain a reduction on an Eligible Stay is subject to compliance with the following rules:

- Members must be present at the hotel for the duration of the stay and must show their Membership card;
- Rewards Points can only be used for Eligible Stays to gain ALL - Accor Live Limitless points pursuant to Article 7 of the general conditions of the Programme, which means for an Eligible Stay comprising accommodation and on-site expenditures, or for an Eligible Stay comprising accommodation only, with the exception of Day Use bookings; or for non-guest food or refreshments (breakfast, brunch, lunch, dinner or beverages) with a minimum of one thousand (1,000) Rewards Points at participating restaurants offering payment via the Accor All app.
- Rewards Points can be used at the time of booking at the eligible rate, at the time of additional services by telephone, with the AccorHotels booking office or with the hotel.

By way of exception, and only in this case, no minimum number of points or restrictions on redeeming Rewards Points in multiples of 2,000 applies. (The list of eligible additional products varies by hotel.)

- Rewards Points can only be used in multiples of 2,000 Rewards Points. 2,000 Rewards Points entitle the Member to a reduction of €40 discount on the price (including tax)
of accommodation or on-site expenses. Members cannot use a number of Rewards Points that would entitle them to a reduction of a discount greater than the total price of the accommodation or on-site expenses concerned.

Members must use the means of payment normally accepted online or at the hotel to pay the remaining balance not covered by the discount.

- Bookings at a rate requiring prepayment (where cancellations and changes are not permitted) cannot be made using only Rewards Points. A portion must include to be paid by credit or bank card.


- If a booking is made through a channel other than those listed in the previous point, all the Member’s Rewards Points eligible for redemption for a given booking are automatically included when the booking is made, in multiples of 2,000 Rewards Points, up to the limit of 1,000,000 Rewards Points per reservation (e.g., if the booking price is €110 and the Member has 5,540 Rewards Points in their account, then 4,000 Rewards Points will be used);

- Rewards Points may be redeemed directly at the hotel at anytime during an Eligible Stay, between the Member’s Check-in and Check-out.

- If Rewards Points are redeemed to obtain a discount on the price of accommodation or an expenditure charged in a currency other than euros, will entail the application of the Accor Group’s benchmark exchange rate is used, as taken from the Multicurrency database (a database of monetary and financial information from Reuters bank). This rate shall be applied:

  ▪ Upon check-out for the use of Rewards Points in a reservation which does not require pre-payment;
  ▪ Upon payment when redeeming Rewards Points in a booking which requires pre-payment;
  ▪ Upon request for the use of Rewards Points directly at the hotel during a stay;
  ▪ Upon request to redeem Rewards Points directly at the hotel during a stay;

Rewards Points redeemed by a Member can only be recredited to the Member’s account in the following cases:

  ▪ Automatic cancellation of a booking for which Rewards Points were redeemed, as a failed or declined payment cancellation;
  ▪ Cancellation of a booking for which Rewards Points were redeemed by the Member before Check-in, at rates where cancellations and changes are permitted;
- Change of a booking for which Rewards Points were redeemed by the Member leading to fewer Rewards Points redeemed than when making the original booking, at rates where cancellations and changes are permitted (unless the Member has already checked in);

- Failure by the Member appear at the hotel for a booking for which Rewards Points were redeemed, at rates where cancellations and changes are permitted (the amount of the first night will still be charged);

- Rewards Points will not be recredited in the event of a Member’s request to change or cancel a reservation and changes and refunds are not permitted;

- Rewards Points will not be recredited if they have expired between the time of the booking and the cancellation of an Eligible Stay booked by the Member using Rewards Points;

- Rewards Points redeemed directly at a participating hotel during a stay cannot be recredited after the Rewards Points are confirmed to the Member by the hotel to use their Rewards Points;

Some participating hotels do not accept Rewards Points to reduce discount restaurant expenditures. A list of these hotels concerned available here.

- Eligible Stays and expenses deemed eligible expenditures, as per these Terms and Conditions, defined herein, entirely paid for in full with Rewards Points do, however, earn Status Nights, provided that the conditions for so doing, as defined in the Programme TCM, are met.

- when Eligible Stays and eligible expenditures partially paid for with Rewards Points earns Points on the portion that was not paid for with points.

- Rewards Points can only be used for professional events (seminars, conferences, etc.) by one individual who has subscribed in the Meeting Planner programme for meeting organisers, as per the specific conditions related to this offer, available here.

To earn Rewards from Partners (including the conversion to points used of other loyalty programmes) the Member must observe all the related applicable terms and conditions laid down by each individual Partner (number of Rewards Points required for the Reward, dates, availability, etc.). When Partners allow Programme Rewards Points to be transferred to their own programmes, Rewards Points can only be transferred to a Partner account held in exactly the same name as the Member account. Once an initial points transfer has been completed, the Programme account and his/her Partner account are linked, and the Partner account can no longer be linked to another Programme account.

Rewards Points will not be recredited in the event of them expiring between the Member activating the Points transfer if they have expired between the time the conversion took place and the transaction was rejected by the Partner programme;

These terms and conditions are available on the Programme Partners section of the all.accor.com website. To obtain Rewards at the Limitless Experiences store, the Member must observe the store’s general conditions of use and the general terms and conditions laid down by each partner whose products or services are available to order. The Member can view the terms and conditions and is asked to accept them each time he/she places an order is placed via the online store.
In any case, the use of Rewards Points may not be redeemed for money in any form whatsoever, for the purposes of refund. When redeeming Rewards Points, the Member accepts that transaction information and transactions recorded in the computer systems used by ACCOR will constitute proof that the transactions were made until evidence is shown to the contrary.

11. MEMBER ACCOUNT ISSUES

11.1 Claims within the participating hotel network

If the Member notes that his/her Points were not credited as expected after a minimum correctly within seven days of the Check-out date for an Eligible Stay, the Member may submit a claim for Points adjustment within six months of the stay in question based on the check-out date. To do this, the Member must submit a claim, follow the procedure detailed to ‘Report Missing Points’ available in the Member's account or only in the Contact section under ‘Assistance’ on all.accor.com Website (available here).

For the claim to be processed, the Member must attach a copy of the paid invoice from the relevant hotel. This invoice must not include handwritten modifications. Only the document printed by the hotel is acceptable and must be established in the name of the Member making the claim.

Once a claim is proven to be justified, the correct number of Rewards Points will be credited to the Member’s account, along with the appropriate number of Status Points for the calendar year during which the stay took place. If being awarded the correct number of Status Points from the outset would have enabled the Member to reach a different Status level in accordance with the rules detailed in Article 8 above, the Member will be awarded the Status level in question for the remainder of the current calendar year. The Rewards Points credited to the Member’s account prior to this rectification will be recalculated accordingly.

If the Member is incorrectly refused a Points credit or benefit relating to his or her membership Status level, ACCOR’s responsibility is limited to correctly recording Points on the Member’s account.

11.2 Claims Made with Partners

For queries related to collecting Rewards Points earned with Programme Partners, the Member must follow the ‘Report Missing Points from a Partner’ procedure from the Member’s online account or from the Contact section under ‘Assistance’ on all.accor.com Website (available here) and include all supporting documents.

The Member must wait at least six weeks from the date the Partner service was provided before submitting a claim. The maximum time limit for submitting an adjustment claim following a transaction is specific to each Partner and is listed in the loyalty programme section of the Website.

For Rewards Points to be credited, the paid invoice corresponding to the claim must be in the name of the Programme’s Member making the claim.

When converting Rewards Points into other loyalty programme points or air miles, ACCOR's responsibility ends when the request to convert Points is confirmed by the Partner.
programme. If, however, Rewards Points have been debited from the Member’s account but points or air miles have not been credited to the Partner programme account within six weeks, the Member should contact the administrator of the Partner programme within the time limits specified by the programme.

12. SUSPENSION OR TERMINATION TERMS AND PROCEDURES

12.1 Termination by the Member

A Member may decide to withdraw from the Programme at any time. He or she may do so by sending a request from the ‘Assistance’ page or using the ‘Contact us’ page on the Website (available here).

12.2 Suspension or Termination by ACCOR

Any breach of the Programme TCM by a Member using the ALL - Accor Live Limitless membership card may, at ACCOR’s discretion:

- Lead to the temporary suspension of the individual's membership for a period to be decided by ACCOR, which cannot exceed three (3) months (the ‘Suspension Period’);
- Be sanctioned by the termination of the membership, that is, the immediate cancellation of the card and its benefits, the closure of the account, and the cancellation of the Points earned, without any claim for compensation by the Member, for whatever reason.

Furthermore, once a Member’s account has been inactive for six (6) years, it will be automatically closed by ACCOR. In the event of a Member's death, ACCOR will close the Member’s account on receipt of the death supporting document requested by the customer care team and will cancel all the Status and Rewards Points as well as all the Status Nights earned by the Member.

12.3 Effects of suspension

During the Suspension Period, the Member may not redeem his/her Rewards Points according to the conditions stipulated in Article 10 herein.

During the Suspension Period, and no later than the expiry date of the Suspension Period, ACCOR may decide to:

- Lift the suspension, in which case the Member can use the benefits and services available to Members and convert Rewards Points once again;
  or
- Order the termination of the membership in accordance with the provisions of Article 12 herein.

12.4 Effects of termination

When membership is terminated, the Member shall be completely removed from the Programme and all relations between ACCOR and the Member shall be irrevocably ended. This removal also results in the deletion of all Points accumulated at the date of termination.
13. PROGRAMME COMMUNICATIONS

Members may access all information regarding their membership in the Programme (including their Points balance, Status Nights balance and the operation of their account) via their customer account on the all.accor.com website. In accordance with Article 4.1, Members are reminded that by becoming a Member of the Programme, they agree to receive electronic communications associated with the operation and services offered by the Programme (information messages, Points statements, etc.). If the Member no longer wishes to receive this information, which is deemed essential for Programme operation, he/she must ask to leave the Programme (see the termination procedure described in Article 12.1).

Any Member who joins the Programme further agrees to receive commercial information electronically by email from the Programme, including promotions for Members only. If the Member no longer wishes to receive commercial communications by email, he/she may unsubscribe at any time from these commercial offers by clicking on the unsubscribe link at the end of the email or via his/her customer account. This action has no effect on his/her membership.

Members must notify the Programme of any change of email or postal address, name, or any other relevant information that may be necessary to contact them, by providing the relevant proof to the customer care team.

14. PROTECTION OF PERSONAL DATA

Personal information regarding the Information collected at the time of subscription or during your membership in the Programme is processed by Accor SA, as data controller (with a registered office at 82 rue Henri Farman, 92130 Issy-les-Moulineaux, France), for the purposes corresponding to the execution of performing the programme terms and conditions and, based on legitimate interest, for marketing activities (including targeted marketing campaigns).

The information is disclosed to Accor Group legal entities, in particular ACCOR SA, who is responsible for running the programme, and their service providers. The data may also be disclosed to the programme's contracting partners (hotels, airlines and other partners) in order for the member to take full advantage of be able to fully use the partners’ offers. Data is protected as specified in the Accor Personal Data Protection Charter.

- Without prejudice to information provided in this clause, your data will be processed and it is protected as described in the Personal Data Protection charter. The data may be transferred to countries which might not ensure an adequate level of protection. Therefore, appropriate and suitable safeguards are provided, and you can ask to obtain a copy. Data concerning Members may, depending on the circumstances, be transmitted for the purposes described above to recipients located in countries outside of the European Union. These include:

- Partner loyalty programmes and airlines that Members choose, for the purpose of handling claims and Rewards Points or air miles transfers. The list of Partners airlines is available in the loyalty programme section on all.accor.com (available here). Members must expressly agree to each transfer of data, which is required for transferring Rewards Points or transferring miles;
- Entities and hotels within the Accor Group, since the transfer is required for the execution to perform the contract between the Member and the data controller;
- External service providers with call centres that handle claims within their scope of activity, where data transmission is governed by cross-border flow agreements.

Accor SA also processes personal data, based on its legitimate interest, to detect and manage anomalies, notably fraud, which may occur when a Member joins the Programme or when earning or using Points. The data collected in this context is for authorised staff at Accor SA, its services providers and, if necessary, loyalty Programme Partners and the manager of the hotel concerned by the anomaly. Members are informed by post of any anomalies related to them.

By writing to data.privacy@accor.com, you have the right to request access to and rectification or erasure of your personal data, or restriction of or objection to processing, or to object to processing as well as the right to data portability and to issue instructions on how this data is to be treated after your death (hopefully late in the far future!). You also have the right to lodge a complaint with a supervisory authority.

15. ACCEPTANCE OF GENERAL CONDITIONS OF MEMBERSHIP, SETTLEMENT OF LITIGATION AND APPLICABLE LAW

Joining the Programme implies acceptance without reserve by Members of the Terms and Conditions of the Programme Membership. These Conditions shall prevail over any previous TCM.

In case of a dispute between a Member and Accor concerning the Programme TCM, the Member may appeal to a conventional mediation procedure or to an alternative method of settlement, per the conditions stipulated by applicable law.

If the Member brings the dispute to Accor customer care using the ‘Contact us’ page on the Website (available here) in an amicable attempt to settle the dispute amicably and receives a negative or no response within 60 (sixty) days of the Customer Service referral date, the Member may appeal to the Tourism and Travel Mediator at BP 80303 – 75823 Paris Cedex 17.

The procedure for submitting the dispute to the Mediator and the Mediator’s contact information are available at www.mtv.travel.

▪ The dispute may be brought to the Mediator within twelve (12) months after the first complaint. Contact information for the mediator and the means of referral are available in the ‘Assistance’ section.
▪ The form to bring the event of a dispute to the Mediator is available at here.
▪ Members are also informed by ACCOR that they may opt for a conventional arbitration procedure or any other European online dispute resolution method, platform also exists, and can be accessed at here.

Members remain free to accept or refuse mediation, and if mediation is used, each party is free to accept or refuse the solution proposed by the mediator.

Any concern over the interpretation or performance of the Programme TCM that cannot be resolved amicably per the conditions above is submitted to the exclusive jurisdiction of the
appropriate courts of Paris, even in cases of emergency interim proceedings, third-party complaints and multiple defendants. By way of exception to the above, Members, as consumers, can choose to bring any dispute before the jurisdictions in their place of residence or, at their discretion, before any other regional jurisdiction appropriate under the civil procedure code, per Article R.631-3 of the French Consumer Code.

The Terms & Conditions of the Programme are governed by French law, without obstructing any mandatory protections that may apply in the consumer’s home country.

16. ADDITIONAL INFORMATION

Additional information and details regarding the Programme, and notably including additional services provided by each participating hotel and the benefits offered by each Partners, are available in the loyalty programme section of the Website.
SPECIFIC CONDITIONS OF USE OF THE INVITATION-ONLY STATUS

1. DESCRIPTION OF THE INVITATION-ONLY STATUS

The invitation only Status, named ‘Limitless’ is designed to reward the loyalty of the members invited, by providing them with additional benefits over and above those usually offered to Diamond members.

These specific conditions of use describe the invitation-only Status, its terms and the conditions of its application in addition to the ALL – Accor Live Limitless loyalty programme TCM which remain applicable. In the event of any conflict between the TCM and the specific conditions of use applicable to invitation-only Status, the specific conditions shall prevail.

2. ACCESS TO THE LIMITLESS STATUS

Access to the Limitless Status is at Accor’s discretion. Members invited to benefit from it are informed by the programme. Only members who have their Status updated on their customer account and receive confirmation of access to this Status by email are entitled to the specific benefits described below.

The access to the Limitless Status is effective at the beginning of the year (N) and its expiry date is defined at the end of the following year (N+1). The invitation to this status is free of charge.

On the expiry date of the Limitless Status, the Member may be invited by the Programme to continue to benefit from it for an additional period of 2 years. If the invitation is not renewed on the expiry date, the Member will be offered Diamond status and will then follow the rules for elevation to the Status as defined in Article 8 of these TCM.

Limitless Status is granted for a strictly personal, non-transferable use. It is only valid for members of ALL who have received a Status upgrade confirmation by e-mail.

This Status is automatically granted to members who had joined the Platinum First Service under the previous loyalty programme: Le Club AccorHotels.

3. BENEFITS OF THE LIMITLESS STATUS

Members are offered various benefits under the terms and conditions of the invitation-only Status, provided that they continue to meet the cumulative criteria listed below:

- Have a Limitless Status;
- Have personally received a Status upgrade confirmation by email from the Programme;
- Have an active account (not suspended, terminated or deleted, as defined in the terms and conditions of membership of the ALL loyalty programme);
- Have accepted the TCM and these Specific Conditions unconditionally
Only the specified Member himself can have access to the benefits of the Status. Exceptionally, a third party previously and formally authorised by the Member may act on behalf of the Member. The third party will not be able to benefit from the advantages of the Limitless Status.

The benefits of the Status are described below.

### 3.1 Personal Assistant

The Member benefits from a Personal Assistant desk dedicated to Limitless Members. This desk is the Member’s single point of contact with ALL – Accor Live Limitless for all their requests, including: managing their ALL reservations, queries, complaints, suggestions and compliments related to the group’s hotels or loyalty and subscription programmes.

Furthermore, this dedicated customer care team is the only one authorised to process the Member’s requests concerning the specific benefits of the Limitless status as described in this clause. The Member must therefore contact their Personal Assistant as a priority in order to benefit from the advantages of the Status. Generic contact information (accessible to all Platinum and Diamond members of ALL) for Accor customer contact centres does not provide access to the specific benefits of the Limitless status (notwithstanding any other requests from the Member).

Personal Assistants can be contacted 24 hours a day, 7 days a week, using the contact details (email and phone number) communicated to the Member when they access the Status, displayed on its customer account and printed on the back of their Limitless card. The dedicated desk may be temporarily unavailable in the event of force majeure, technical downtime or maintenance or during exceptional peaks in service usage. In this case, a voicemail will be available for the Member to request a call back as soon as the service resumes.

There is no cost to call customer service, but this may vary depending on the location of the caller and their phone provider. Any local or international call charges are at the Member's expense.

After their Limitless Status expires, the Member will no longer be able to contact the Personal Assistants and will have to direct their requests to the customer service department dedicated to Platinum and Diamond members or to the Accor reservation centre. If the Member contacts the Personal Assistants after the expiry of their Limitless Status, they will redirect them to the regular service team.

### 3.2 Concierge Service

The Limitless Status gives the Member access to a private concierge service, 24 hours a day, 7 days a week by contacting their Personal Assistant, as described in clause 3.1.

The terms and conditions and prices and of the concierge service are defined in Appendix 1.

### 3.3 Gifting a Platinum status to the person of your choice

As an exception to the clause 9.6 of the TCM, the Limitless Member may gift not a Gold Status but a Platinum Status to the person of their choice. The conditions applicable to this Status gift benefit, detailed in Article 9.6, remain valid for the gift of a Platinum Status.
The member can also benefit from this advantage by contacting a Personal Assistant who will carry out the procedure on their behalf.

Exceptionally for Limitless Members, if the Beneficiary is not a Member of ALL, the Member can provide the Beneficiary’s full name and email address so the customer care team can offer enrolment. This will allow them to benefit from Platinum Status;

It is the Member’s responsibility to ensure, prior to the communication to Accor of information concerning the Beneficiary, that it has the latter's agreement to the transmission of its data in order to propose that it joins the programme and benefit from the Status donation.

### 3.4 Transferring Rewards Points

The rules applicable to Rewards Points and Status Points are those defined in the terms and conditions of membership of ALL loyalty programme.

As an exception, under the specific condition of the Limitless Status, a Member and only the member, may transfer their Rewards Points to persons of their choice (‘the Recipients’), within the annual limit of twelve (12) transfers and five (5) different Recipients. To do this, the Member must contact the Personal Assistant to specify:

- If the Recipient is not a member of ALL: identity and email address. The customer care team will offer enrolment to ALL to the recipient to allow them to benefit from the Rewards points transferred;

- If the Recipient is a member of ALL: the identity of the Recipient and their ALL card number, and the amount of Rewards Points to be transferred.

- If relevant, provide the Member mobile phone number and email address to receive a security code. The Member must enter the security code received via SMS and/or e-mail each time he/she adds a new Recipient and each time a transfer exceeds 20,000 Rewards points.

The Member and the Recipient must each have an active ALL account, meaning that their account must not be in a Period of Suspension (as defined in the TCM), terminated or permanently deactivated.

A Member has five (5) calendar days from the date of transfer to cancel their request to transfer points, without cause or penalty, provided that all transferred Rewards Points can be deducted from the Recipient's account. Otherwise, the transaction cannot be cancelled and the points will not be re-credited, even partially. After this five (5) day period, the transaction may not be cancelled by the Member and the transferred Rewards Points may not be re-credited to the Member's Account.

Transferred Reward Points are subject to the same points validity conditions as Reward Points, as defined in the TCM.

### 4. MEMBER’S LIABILITY

As part of the benefits described in articles 3.3 and 3.4, the Member will provide only the full name and email address or ALL card number of the Beneficiary and the Recipients they have lawfully obtained and with the consent of the person(s)in question.
5. **DISCRETION**

Due to its exclusive nature, this invitation-only status is not intended to be disclosed to people who do not have Limitless Status.

Limitless members are requested to exercise discretion regarding the Status existence, its benefits and conditions, except with Recipients and Beneficiaries.

In particular, Members are requested not to disclose under any circumstances the contact details of the Personal Assistant service. The Member’s breach of this duty of discretion will be considered a breach of the TCM of the Programme and may result in the application of Article 6 of the TCM.

6. **SETTLEMENT OF LITIGATION AND APPLICABLE LAW**

Benefiting from the Limitless Status, implies the Member full and unconditional acceptance of these Specific Conditions of use, a copy of which is available in their customer’s account.
APPENDIX 1: GENERAL CONDITIONS OF USE OF THE CONCIERGE SERVICE

As an ALL Limitless Member, you benefit from a concierge service (hereinafter referred to as the ‘Concierge service’).

This Concierge service is provided through our partner SERVICE CONCIERGE SAS (hereinafter referred to as ‘your Concierge’), a simplified joint stock company with a registered capital of 151,628.30 euros, registered with the Paris Trade and Companies Registry under number 485 281 232, having registered offices at 64-66 rue des Archives - 75003 Paris, France.

The term ‘your Concierge’ refers to both Service Concierge SAS employees and Service Concierge SAS itself.

The Concierge service is governed by these general conditions of use (hereinafter referred to as the ‘GCU’).

Any subscription, request or order placed, directly or indirectly, through any channel (telephone, email, online form) with the Concierge service implies your acceptance, unconditionally, of the GCU. You are hereby reminded that the Concierge service is provided to a clientele of adults with the capacity to contract and accept GCUs.

It is reminded that the Concierge service is offered to a clientele of adults with the ability to contract and accept the GCU.

By accepting the GCU and using the Concierge service, you acquire the status of a ‘Member’ (hereinafter referred to as ‘Member’).

Your Concierge only acts as an intermediary between you and third party service providers or suppliers (hereinafter referred to as ‘Third Party Suppliers’) who actually deliver the services or goods ordered through the Concierge service.

1. SUBSCRIBING TO THE CONCIERGE SERVICE

When accessing the Limitless Status of ALL, you automatically benefit from the Concierge service.

2. ACCESS TO THE CONCIERGE SERVICE

The Concierge service is accessible to Limitless Members only.

Access to the Concierge Service is strictly personal, and you must take all necessary steps to ensure that no third party accesses the service impersonating you.

Your Concierge may have to check your Member status by asking you for your ALL loyalty card number, or to confirm some data available or recorded on your account.

As a Member, you have access to the Concierge service 24 hours a day, 7 days a week:

- By telephone: the phone number printed at the back of your card
- By email: the e-mail address printed at the back of your card
- By online form: accessible via your account
The benefit of an order placed with your Concierge is reserved for you solely and cannot be transferred to a third party without the prior and formal agreement of your Concierge.

Calls made to your Concierge may be recorded in order to improve service quality.

Your Concierge reserves the right to suspend your access to the Concierge service, without prior notice in the event of misuse or fraudulent use of the Concierge service, falsification of information sent to your Concierge and/or Third Party Suppliers, conduct detrimental to the interests of your Concierge and/or Third Party Suppliers, by the Member or by any third party acting on the Member’s behalf.

In the event of non-use of the Concierge service, no refund or compensation of any kind whatsoever will be made to the Member.

3. USE OF THE CONCIERGE SERVICE

As a Member, you have access to a large number of advantages and benefits negotiated for you with reputable partners having the status of Third Party Suppliers.

As a Member, you may send requests for services (hereinafter referred to as ‘Requests’) to your Concierge, who will do its best to respond to your Requests. You can make your Requests using one of the communication tools defined in item 2.

Before processing your Request, your Concierge will contact you to discuss the terms of your Request. You are reminded that all Requests made are subject to the general conditions applicable at the time of your Request, those of the Third Party Suppliers, and these GCU.

Your Concierge is in direct contact with the Third Party Suppliers to process your Request; should you so require, or if necessary to answer to your Request, you may be put in contact with one or more Third Party Suppliers.

Requests are processed by your Concierge subject to availability from Third Party Suppliers; in the event of unavailability, your Concierge will make its best efforts to propose an alternative service offer that will meet your expectations.

Your Concierge is required to satisfy your Requests on a best-efforts basis: if they cannot do so for reasons beyond their control, and if the alternative solution they offers does not suit you, you may not claim any compensation of any kind.

No Request that is contrary to standards of decency, ethics, public order or any laws and regulations of your place of residence or the place from which you make a Request will be processed by your Concierge.

With regard to processing your Requests, your Concierge only acts as an intermediary between you and the Third Party Suppliers. The services are ordered by your Concierge, in your name and on your behalf; therefore, when you make a Request, you give your Concierge a mandate to place orders and reservations with Third Party Suppliers. It being understood that your Concierge will always ask you to approve a service before proceeding with an order or a firm reservation.

By the nature of its business, your Concierge is bound by a best-effort obligation and not an absolute obligation.
4. PAYMENT OF PROCESSED REQUESTS

You are responsible for paying for all Requests you make to your Concierge.

Your Concierge will inform you of the prices for the services stated in your Request, and the payment terms, if applicable.

If your Request requires you to make a payment to confirm your booking, the booking may be placed on hold for a certain time before payment; in this case you are responsible for complying with this time limit, and your Concierge cannot be held liable for the unavailability of the services stated in your Request if the payment period expires through your own doing. Similarly, your Concierge cannot be held liable for changes in prices after the deadline for payment of the reservation of your Request has expired.

The payment of services stated in your Request may be subject to the Third Party Supplier's general terms and conditions of sale.

If the Requests require payment to be made by your Concierge, it collects your data necessary for payment (payment card number, expiry date and CVC number) in order to proceed with said payment; in this case, you are required to send an email confirming your agreement for your Concierge to proceed with payment using your payment method. This email must not contain any information about your payment method.

If you agree, your Concierge may keep your payment data, except the CVC number, which is never kept. In this case, your bank data is only stored on a secure platform, in accordance with the standards enforced by the banking sector (PCI-DSS).

5. SPECIAL REQUESTS

5.1 Ticketing

Your Concierge will make their best effort to find you tickets for all the events/shows you wish to attend. If the event / show is sold out in traditional ticket offices, your Concierge may call upon Third Party Suppliers, who specialise in obtaining tickets for highly popular events / shows for which tickets are very hard to find. Consequently, the prices offered are likely to change at any time and may differ from the face value mentioned on the tickets due to additional charges levied by Third Party Suppliers (such as agency, management and/or administrative fees, etc.). As soon as you confirm the booking to your concierge by email, they will proceed with payment, which will be invoiced to you in the same conditions as those defined in article 4. Payment of processed Requests.

Your Concierge only acts as an intermediary between you and the Third Party Suppliers and does not take any commission or margin on the price of the tickets you buy.

Any confirmed booking request is firm and definitive, and, in compliance with the provisions of Article L221-28 of the Consumer Code, you do not have the right to retract. Consequently, tickets that have been booked and paid for may not be cancelled, postponed, modified or exchanged, except if expressly authorised in the general terms and conditions of sale of the Third Party Supplier, organiser of the event / show.

You are required to check the date and time of the event / show, as the Third Party Supplier or the organiser of the event may modify them without notice.
Tickets are fully subject to the general conditions of sale of Third Party Suppliers and event organisers, notably their conditions of cancellation, postponement and/or withdrawal if applicable; therefore, your Concierge cannot be held liable for the cancellation or postponement of events, which are the sole responsibility of the Third Party Suppliers organising the events. Your Concierge recommends that you read these general terms and conditions of sale, which are binding on you.

If your Concierge is successful in obtaining a refund from Third Party Suppliers, you are entitled to this refund. Your Concierge is not under any obligation in this respect. If you use the services of a specialised service provider, as mentioned above, there may be a difference between the face value of the ticket and the price at which you purchased it; in this case, only the face value is eligible for refund.

Your Concierge is not responsible for the loss of tickets or their loss by postal services.

5.2 Taxis

When your Request is for a taxi booking and you do not show up at the time scheduled when the order was placed and, more generally, if the taxi does not receive any fare because of you (‘No charge’), you are liable for a fixed amount of fifteen (15) EUROS including VAT. You will then receive an invoice from your Concierge, which you are required to pay within thirty (30) days of the date of receipt of the invoice. Any delay in payment automatically results in late payment penalties equal to the applicable legal interest rate and are due from the day following the payment date stated on the invoice.

However, it is specified that the first occurrence of a No charge will be tolerated and that these costs will only be invoiced to you as from the second occurrence of a No charge. Failure to pay the sums due for this purpose within fifteen (15) days net may result in the suspension of access to taxi requests.

5.3 Travel

The general conditions of sale of our travel services will be communicated to the Members when booking with the concierge service or on request.

6. TERMS & CONDITIONS OF THIRD PARTY SUPPLIERS

As part of the processing of Requests, your Concierge acts as an intermediary between you and Third-Party Suppliers. As a consumer, the general conditions of Third Party Suppliers are enforceable against you.

Your Concierge will provide you with specific information contained in the partner’s T&Cs. This communication does not constitute as acceptance of the service provider’s terms and conditions. It is your responsibility to read the Terms and Conditions relating to the service offered by the Professional with whom you are put in contact.

When the quotation sent to the Member is greater than or equal to €100 (one hundred euros) including VAT, if the Member wishes to confirm this quotation, he must send a written agreement by email in response to this quotation. This agreement sent by the Member is an unrestricted statement to have read and accepted the contractual conditions of Third Party Suppliers.
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<th>Examples of information provided by your Concierge</th>
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<td><strong>Booking of a trip organized by a Tour Operator</strong></td>
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<td>Potential additional charges,</td>
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<td>Price details and optional services ...</td>
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Additional information to this table can be provided verbally by your concierge according to your questions and / or the specific nature of your request.

The contractual and extra-contractual liability of your Concierge must not be engaged on the basis of non-consultation of the GCM.

### 7. LIABILITY

#### 7.1 Concierge liability

Your Concierge acts in accordance with your Requests, with your satisfaction being its primary objective. If you make a mistake when formulating your Requests, your Concierge cannot be held liable for it; nevertheless, your Concierge will do their best, and as far as possible, to propose that you correct your error, it is understood that this may entail costs at your expense; in this case, your formal and prior approval is required. Your Concierge cannot be held responsible for the actions of Third Party Suppliers, it is understood that your Concierge endeavours to work only with Third Party Suppliers who are able to satisfy your Requests. In the event of a claim, you must contact the Third Party Supplier directly.
If the non-delivery or improper delivery of your Request is due to the fault of your Concierge, the latter shall endeavour to remedy the situation in order to perform your Request; if this is not possible, your Concierge shall, in any event, be liable only for a refund of the amount of the Request, if this amount has already been invoiced to you, subject to the applicable regulation regarding liability and damage to which your Concierge is enforceable.

Your Concierge cannot be held liable for the non-performance of its obligations in the event of force majeure as defined by article 1218 of the French Civil Law. The performance of the Concierge service, including these GCU and the Requests is then suspended for the duration of the said case of force majeure and then resumes.

In the event of a dispute with a Member, your Concierge is entitled to cancel or refuse the Requests, subject to the applicable legal provisions and, in particular, the law of consumption. In this case, the reason for refusal will be communicated to you by email.

7.2 Member’s liability

Any breach of these GCU of the Concierge service by a Member, any abusive or fraudulent use of the Concierge Service, any falsification of the information provided as well as any prejudicial or reprehensible behavior, in particular malicious or insulting action against the personnel of Accor and/or your Concierge, or any Third Party Provider may, at the discretion of Accor and/or your Concierge, suspend your membership or terminate without notice or compensation of your membership, subject to any provision applicable public order, in particular from the Consumer Code, to which your Concierge is enforceable.

Such suspension or termination shall be without prejudice to any possibility of action by Accor and/or your Concierge, or any Third Party Provider against the Member.

8. PERSONAL DATA PROTECTION AND PRIVACY

When subscribing to the Concierge service and processing Requests, your Concierge is required to collect and process your personal data in accordance with the personal data policy detailed in the confirmation emails sent to Members by the Concierge service.

9. INTELLECTUAL PROPERTY

As part of the Concierge service, you have access to trademarks, logos, visual elements, photographs, drawings, texts, videos, the website, mobile apps, e-newsletters, or any other data / information, in any form whatsoever (hereinafter the ‘Elements’); all these Elements are the exclusive property of your Concierge and its group of companies, ACCOR SA, and Third Party Suppliers or third parties having authorised the latter to use said Elements.

The Elements may be protected by copyright, trademark law, patent law, or any other intellectual property right.

Subject to the provisions of Article L342-3 of the Intellectual Property Code, excerpts, reuse, marketing, distribution, modification, adaptation, translation, as well as the reproduction of all or part of the Elements is prohibited, without the written, prior and express consent of your Concierge. Failure to comply with this prohibition constitutes an infringement likely to incur your civil and criminal liability.
10. DEFAMATION

Pursuant to the law of 29 July 1881, your Concierge reserves the right to sue any person who is the originator of an insult or defamation against them. Any allegation or imputation of a fact that violates the honour or consideration of your Concierge, whether made directly or through reproduction, is liable to prosecution.

11. CONDITIONS AND PROCEDURES FOR SUSPENSION OR TERMINATION

11.1 Termination on Member’s request

You can decide at any time to cancel your Concierge service membership. All you have to do is send a request on this matter to your Limitless Personal Assistant.

11.2 Termination effects

Membership termination, implies a complete withdrawal from the Concierge service and the final termination of any relationship with your Concierge.

12. DISPUTE SETTLEMENT

In the event that a dispute arises out of the execution of these GCU, your Concierge will make every effort to settle amicably.

If the amicable settlement fails, pursuant to the provisions of Article L612-1 of the Consumer Code requiring the professional to guarantee the consumer effective recourse to a consumption mediation solution, the Member may seize, for the purposes of amicable resolution of a dispute with the Concierge, the following consumer mediator:

SARL DEVIGNY MEDIATION
Médiateur de la consommation
11 rue de l’étang
49220 - Thorigné d’Anjou
www.devignymediation.fr

Your Concierge can not be held responsible for non-compliance by the consumer with the provisions of Article L612-2 of the Consumer Code.

You are also informed that you have the possibility to use the European Online Dispute Resolution Platform (RLL): www.ec.europa.eu/consumers/odr/.

If the mediation fails, you are free to reach out to the courts of law for the resolution of the dispute between you and Accor and / or your Concierge.

13. APPLICABLE LAW

The GCU are governed by French law and any dispute arising therefrom is subject to the jurisdiction of the French courts.
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