



# \ TERMS AND CONDITIONS OF MEMBERSHIP \

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From September 18th, 2024

## 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 Terms and Conditions of Membership ('Programme TCM'). The Programme TCM is available at [all.com](https://all.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.

The times stated in these PTCM are in Central European Time (CET). Unless expressly specified, no other time zone will be used, regardless of the Customer or Member's place of residence.

## 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.
- **Outside of the stay offer:** Offer to earn Reward points and use them in participating venues, as defined below, without necessarily staying at the hotel.
- **Eligible Card** the payment cards that allow a Member to earn (or use, where applicable) Reward points as part of the Dining Offer.
- **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.

- **Member:** Customer who has accepted the Programme's Terms and Conditions of Membership.
- **Minimum amount** an amount equal to or greater than €1, taxes included, and equal to or greater than 1000 Reward points when paying with points. The minimum payment amount defined by the hotel takes precedence over the minimum transaction amount under the Dining Offer.
- **Participating restaurants and bars** all the restaurants and/or bars where a Member can earn (or redeem, where applicable) Reward points, as part of the Dining Offer.
- **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 Reward 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, Reward Points and Status Points, which are accounted for separately and cannot be combined.
  - **Reward Points:** Points obtained by a Member that can be redeemed for Rewards.
  - **Status Points:** Points earned by a Member according to the points scale described in Article 7.2.3 and that allow the Member to reach the programme's various Status levels.
- **Reward:** Any service, product or benefit obtained using the Reward Points collected by the Member.
- **Status:** level awarded depending on the number of Status Nights or Status points earned by a Member over a given period, which determines: (i) the benefits received by the Member and (ii) a specific scale for earning Reward points.
- **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 7.2 below, are considered to be eligible.
- **Transaction:** Crediting points to or debiting them from a Member's account.
- **Venues:** refers to the restaurants, bars, spas, golf clubs, etc., where Members can earn or redeem Reward Points, as part of the Dining Offer.

### 3. HOTELS PARTICIPATING IN THE PROGRAMME

The hotels participating in the Programme are hotels operating under an Accor brand, with the exception of some hotels and brands non-participating, the list of these are [here](#).

When a hotel or brand joins the Accor network or enrolls 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 Reward 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.com website;
- Via the Accor telephone booking office;
- By any other means made available to the Customer.

The Customer must provide the necessary and mandatory details requested when joining.

The new Member shall accept the Programme's General Terms and Conditions.

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 Reward 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 their points statement, their balance for Points and other Rewards, their 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.

Members have access to their digital card on their member account (via the ALL.com website and the ALL.com mobile app)

In the event of loss or theft of their physical card, Members must notify ACCOR and order a new card from their customer account on the website by clicking on: "Receive my card by post".

## 6. SUSPENSION OR CANCELLATION OF MEMBERSHIP

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

### 7.1 General information on earning Points.

**Number of Points.** 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.

**Conversion from local currency into Euros.** 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).

**Non-transferability of benefits.** 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.

## **Validity of Reward Points.**

The validity period of a Member's Reward points is extended by 365 consecutive days when a transaction results in Reward Points being credited to the member's ALL account, or when a donation of Reward Points to organisations or foundations chosen within the framework of the Programme is carried out on [all-captaincause.com](http://all-captaincause.com).

Reward Points are valid for 365 consecutive days from the date:

- a/ of the eligible expenditure, noting that i) when Reward points are earned following an Eligible Stay at a participating hotel, the relevant date is the date of check-out; and ii) for Reward points accumulated at the end of another transaction type (an event eligible for the Meeting Planner offer, purchase of a product or service, transfer of partner points to an ALL account, etc.), the relevant date is the date that the Reward Points are credited; or
- b/ of the debit of Reward points in the case of a donation to organisations or foundations on [all-captaincause.com](http://all-captaincause.com).

If there is no extension, all Reward points in the account, regardless of how the Reward points were earned, will be lost without notice and without the possibility of restoring or transferring them.

## **7.2 Earning Points as part of an Eligible Stay.**

**Conditions for the effective completion of an Eligible Stay.** When a Member completes an Eligible Stay in one of the hotels participating in the Programme, including at least one paid night spent at the hotel by the Member in question, the Status Points and Status Nights corresponding to their stay will be credited to their account. Day Use shall only result in credited Points; however, Status Nights will not be added.

### **7.2.1 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);
- Room rates for crew members (airlines, shipping or other, companies, etc.);
- "Heartist Rates" (rates applicable in certain hotels in France for Accor employees, for employees of Accor group partners 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 Reward Points at the payment stage if permitted by the location, booking and rate.



## 7.2.2 Eligible expenses as part of an Eligible Stay

Only the following expenses are eligible to earn Points, provided they have been paid in full and the Member has stayed in person at the hotel:

- The Member's accommodation expenses in a room in the hotel and, where applicable, those in another room in the same hotel on the same date (i.e. a maximum total of 2 rooms billed), provided (i) that the Member stays in one of these two rooms and (ii) that the second room is not booked for another Member whose account would be credited with the corresponding points, as applicable. Please note that while the Member can earn Reward Points for accommodation expenses for both rooms, Status nights only apply for one room: the Member's room;
- 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, (If participating restaurants and bars)
- Expenses related to thalassotherapy or balneotherapy treatments performed in a Thalassa sea & spa centre linked to the hotel.

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.

**Basis of calculating for awarding Points.** Points are calculated based of the total amount excluding taxes of eligible expenses charged for the room. 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 center;
- boutique purchases;
- spa products and services;
- hair salons;
- beauty parlours;
- golf green fees;
- parking;
- laundry services
- Restaurants;

**Excluded Expenses.** 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.

### 7.2.3 Scale for earning Reward points as part of an Eligible Stay

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 Reward Points for each Status is shown in the table below, on the basis of 10 euros in eligible expenses.

#### FOR €10 IN ELIGIBLE EXPENSES (excluding Thalassa sea & spa properties)

STATUS	NUMBER OF REWARD POINTS EARNED AT PARTICIPATING BRANDS*	NUMBER OF REWARD POINTS EARNED AT MAMA SHELTER, IBIS AND IBIS STYLES	NUMBER OF REWARD POINTS EARNED AT MANTRA, PEPPERS, BREAKFREE, ART SERIES, ADAGIO AND LONG STAY BRANDS**	NUMBER OF REWARD POINTS EARNED WITH ADAGIO ACCESS, JO&JOE, GREET AND IBIS BUDGET***
CLASSIC	25	12.5	10	5
SILVER	31	15.5	12.5	6.25
GOLD	37	18.5	15	7.5
PLATINUM	44	22	17.5	8.75
DIAMOND and LIMITLESS	50	25	20	10

\*Unless otherwise indicated in the table above starting from the second column.

\*\*Orient Express Serviced Residences, Fairmont Serviced Residences, SO/ Serviced Residences, Sofitel Serviced Residences, MGallery Living, Mondrian Living, Pullman Living, Swissôtel Living, Hyde Living, Mövenpick Living, Novotel Living, Mercure Living.

\*\*\*Hotels operating under the ibis *budget* brand participating in the Programme in certain countries worldwide (See list of participating brands and non-participating hotels and brands, [available here](#)).

In Thalassa sea & spa properties, the applicable scale is the scale belonging to the hotel brand where the Member has stayed.

**Status during Check-Out.** If a Member's Status changes between booking and check-out, the rules used for attributing Reward 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.

#### 7.2.4 Scale for earning Status points as part of an Eligible Stay

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

##### PER €10 OF ELIGIBLE EXPENDITURE

STATUS	NUMBER OF STATUS POINTS EARNED AT PARTICIPATING BRANDS*	NUMBER OF STATUS POINTS EARNED AT MAMA SHELTER, IBIS AND IBIS STYLES	NUMBER OF STATUS POINTS EARNED AT MANTRA, PEPPERS, BREAKFREE, ART SERIES, ADAGIO AND LONG STAY BRANDS**	NUMBER OF STATUS POINTS EARNED WITH ADAGIO ACCESS, JO&JOE, GREET AND IBIS BUDGET***
CLASSIC				
SILVER				
GOLD	25	12,5	10	5
PLATINUM AND ABOVE				

\*Unless otherwise indicated in the table above starting from the second column.

\*\*Orient Express Serviced Residences, Fairmont Serviced Residences, SO/ Serviced Residences, Sofitel Serviced Residences, MGallery Living, Mondrian Living, Pullman Living, Swissôtel Living, Hyde Living, Mövenpick Living, Novotel Living, Mercure Living.

\*\*\*Hotels operating under the ibis *budget* brand participating in the Programme in certain countries worldwide (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.

### **7.3 Earning and using Reward points as part of the Outside of a Stay Offer (participating venues without accommodation)**

The ALL - Accor Live Limitless loyalty programme allows members to earn or use Reward Points without staying at the hotel (or as part of a stay not eligible for points), in participating Accor venues ([see map here](#)) without staying at the hotel. The Member must, upon arrival, enquire with the hotel about expenses that are eligible for earning or using Reward Points. Services that require a deposit or are not paid for on the day of the service are neither eligible for earning nor using Reward Points.

The Member can earn 1 Reward Point for each euro spent at participating venues.

Reward Points will be credited to the Member's account within a maximum period of seven (7) days after the date the expense was incurred. As an exception, in the case of coworking services with Wojo, Reward points are credited within one month of the date of payment of the invoice for the service or of the monthly subscription fee.

Payment must be effective (i.e. the payment was not denied) and made directly at the participating venues at the end of the service.

In certain equipped venues, the Member may use a minimum of 1,000 Reward Points, which entitles them to a EUR 10 discount, to pay all or part of the bill.

Payment in Reward Points does not make you eligible to earn points on the portion of the bill paid in Reward Points.

**Payment confirmation.** A receipt confirming payment and items consumed is directly available from the staff at the venues in particular, this receipt is required and shall be valid against any complaints relating to the settlement of expenses paid and redeeming/earning Reward Points.

Accor reserves the right to refuse or cancel any payment from a Member in order to combat fraud.

**Earning/using points.** Depending on the property, the technical arrangements for earning/using Points and the payment methods accepted may vary. Some arrangements may require a payment card to be registered in the ALL.com application, or payment via a table payment solution, in order to allow Reward Points to be earned/used in a non-accommodation venue.

#### **7.3.1 Paying via the Accor All App**

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

- the Member's customer account is duly activated;

- payment is made via the All application, where the Member is responsible for checking that the order reflected in the application corresponds to their order from the bar or restaurant prior to any payment. No complaints shall be upheld against the bar/restaurant in the event of an error involving the transfer of the order within the application.

Members are informed that the following information is communicated to the restaurant or bar concerned: (i) payment for the table involved, managed and recorded via the application and (ii) the identity of the users, i.e. the names and surnames of the Members concerned.

In certain hotels, bars, and restaurants with dedicated equipment, the Member may pay all or part of the bill with Reward points via the ALL.com app. Upon arrival, the Member must check with the hotel, bar, or restaurant that this method of payment is offered. A minimum of 1,000 Reward points must be used, which will entitle the Member to a €10 discount for on-site expenses (including taxes).

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 several Members share the same bill, each Member will receive the number of Reward Points corresponding to the amount they paid via the application (excluding the portion possibly paid in Reward Points).

### Technicalities of Payment

A receipt confirming payment and the items consumed is directly available from the staff at the bar or restaurant. This receipt is required, and shall be valid against, any complaints relating to the settlement of expenses paid and redeeming/earning Reward points. Accor reserves the right to refuse or cancel any payment from a Member in order to combat fraud. Have an activated customer account.

#### **7.3.2 Payment via a table payment solution**

Bill payment. The payment of a bill by a Member at a venue via a table payment solution assumes that:

- the Member's customer account is duly activated;
- payment via the table payment solution is possible at the venue in question. The Member must, upon arrival, ensure that this payment method is possible in the venue;
- the Member is authenticated on the table payment system;
- payment is made via the table payment system, the Member being responsible for verifying that the order made using the scanned QR code corresponds to their order at the venue prior to payment. In the event of an error in the order in the table payment solution, no complaints against the venue or Accor shall be accepted.

The Member is informed that all of the following information is communicated to the venue concerned: (i) the payment for the table concerned, made and recorded via the payment solution and (ii) the identity of the users, namely the first and last names of the Members concerned.

The Member can pay all or part of the bill in Reward Points via the table payment solution. On arrival, the Member must check that the property is equipped to allow them to use this payment method. The use of Reward Points can only be carried out for a minimum of 1,000 Reward Points, which entitle you to a EUR 10 discount, all taxes included, on on-site expenses.

When paying the bill, the Member has the choice of paying all or part of the bill for their table. Each Member can then freely enter the amount they must pay in the field provided for this purpose. The table bill will only be considered settled by the staff when the entire bill has been paid.

If several Members share the same bill, each Member will receive the number of Reward Points corresponding to the amount they have paid via the table payment solution (excluding the portion possibly paid in Reward Points).

### Technicalities of Payment

A receipt confirming payment and purchases is available via the table payment system. In particular, this receipt is required and shall be valid against any complaints relating to the settlement of expenses paid and earning/using Reward Points.

Accor reserves the right to refuse or cancel any payment from a Member in order to combat fraud.

#### **7.4 Earning Status points and Reward points via Flight + Hotel.**

Flight + Hotel provide a combination of tourist services (for example, packages containing flights+hotel) bookable on [www.allholidays.en](http://www.allholidays.en)

It is operated by a third-party travel partner, Expedia Inc., on behalf of ALL – Accor Live Limitless. Members are subject to the general terms and conditions of [Flight + Hotel](#).

Members can earn Points on the full value of the package: For every €2 (two euros) spent, a Member will earn one (1) Reward Point and one (1) Status Point. The Member must be present for the entire duration of the package to be eligible for earning Points.

Points will be credited within a maximum of seven (7) days from the end date of the trip.

Stays completed as part of Flight + Hotel will not be considered as Eligible Stays:

- Rates from the ALL Members programme will not be applicable;
- Members will not be able to use their Reward points when booking or to reduce the amount of the invoice for their stay;
- Members will not earn Status Nights;
- Status benefits (welcome drink, upgrade, guaranteed availability, etc.) will not be available.

## **7.5 Earning Reward Points with Partner brands**

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

## **7.6 Special offers and promotional operations**

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

## **7.7 Earn Reward points as part of the 'Skip the clean' offer**

The 'Skip the clean' offer means that ALL members have the option to forgo daily room cleaning during stays of multiple nights and receive Reward points. The offer is valid at hotels participating in the programme and providing this service. The list of hotels taking part in 'Skip the clean' is available on the dedicated 'Skip the clean' web page.

To access this offer, you must be an ALL Member, having registered no later than the check-out date.

Members who opt for the 'Skip the clean' offer must state their choice, according to the terms and conditions that may vary depending on the hotel. Members will need to hang the 'Skip the clean' door sign, available in their room, on the outer handle of their door. In other hotels, members will be able to state their choice, for example, via a mobile app or website. The opt-in/opt-out terms and conditions will be sent to members by the hotel.

Members must specify their choice before a cut-off time in the morning, which will be indicated by the hotel on its 'Skip the clean' information materials. This choice must be renewed every day and does not apply to the total duration of the stay by default.

This offer only applies to stays of 2 nights or more, regardless of the rate or booking channel.

Room cleaning is required on the days listed below, even if members choose the 'Skip the clean' offer on these days:

- The third day after 2 consecutive days where the member has chosen the 'Skip the clean' offer;
- The day of check-out.

For each day members choose the 'Skip the clean' offer, they will receive 100 Reward points to their account, except for days when cleaning is mandatory.

Examples:

- During a 3-night (4-day) stay, if the member has chosen to forgo daily room cleaning on Day 2 and Day 3, they will receive 200 Reward points.
- During a 4-night (5-day) stay, if the member displays the 'Skip the clean' door hanger on each day of their stay, they will only receive 'Skip the clean' Reward points on Day 2 and Day 3 (i.e. 200 Reward points in total). Cleaning is mandatory on Day 4 as this

follows 2 consecutive days without cleaning, as well as Day 5 which is the day of check-out.

Points linked to the 'Skip the clean' offer will be credited within 7 days after the stay check-out date.

Members must have stayed at the hotel and be present in order to access the offer.

The 'Skip the clean' offer applies to a maximum of 2 rooms per stay, provided that the terms and conditions of the 'Skip the clean' offer are met for both rooms, and that the second room is not occupied by any other member who has expressed their wish to receive the 'Skip the clean' Reward points linked to their room. In this case, the other member will be credited with the 'Skip the clean' Reward points.

For safety and security reasons, or any other compelling reason, persons working at the hotel may enter the member's room at any time, even if the member has chosen the 'Skip the clean' offer.

## 8. STATUS

Members can access a higher Status at any time during their membership if they reach the required threshold of Status Nights or Status points, as shown in the table below.

STATUS	NUMBER OF ELIGIBLE NIGHTS	NUMBER OF STATUS POINTS
SILVER	10	2000
GOLD	30	7000
PLATINUM	60	14000
DIAMOND	N/A	26 000

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 year N-1, the Member reached one of the thresholds allowing them to access a higher Status, they will retain this new Status achieved in year N-1 for year N
- Members shall lose their status if they do not reach any of the thresholds that allow them keep their Status during year N-1. The Status Nights and Status points counters will be reset to zero on 1 January of each calendar year.



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

## **9. BENEFITS AND SERVICES OFFERED TO MEMBERS AT PARTICIPATING HOTELS**

### **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 Member Rate**

A Member Rate is the public rate with a discount (“Member Rate”).

This Member Rate is exclusively available for Members of the Programme. In order to be entitled to the Member Rate, Members must produce their card at the hotel.

The Member Rate consists of a discount between 2% and 10% on public rates excluding taxes and additional costs, and subject to room availability in the hotel and on the selected dates. As an exception, (i) the Member Rate may also apply to certain promotions or special offers, in which case this will be specified in the terms of each offer and promotion and (ii) Mama Shelter and The Hoxton brand hotels offer a discount between 0% and 10% depending on the dates set by the hotels.

A reservation at a Member Rate can be made via eligible channels such as the website and the ALL.com app, the Accor Reservation Office, hotels and traditional travel agencies automatically connected with the Accor Reservation Office.

The Member Rate is applicable for a maximum of 7 rooms per Member and per stay via the ALL.com website or by contacting the Accor Reservation Office, or the hotel directly.

The Member Rate is applicable for a maximum of 3 rooms per Member and per stay via the ALL.com app.

### **9.3 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, at Adagio Original, Adagio Access and Adagio Premium establishments, the guarantee of availability applies only to stays of at least seven nights.

- The availability guarantee applies only to stays booked via Accor distribution channels, paid for at the standard or full rate (excluding promotions or discounts) and for one room only (the Member's room). For bookings that include several rooms, the guarantee therefore does not apply to the additional rooms.
- If a hotel is unable to honour the guarantee of availability, the hotel reserves the right to have the Member accommodated, for a full or partial stay, in a hotel of an equivalent category or by providing a service of the same nature, subject to prior agreement with the Member. Reasonable expenses relating to the transfer between the two hotels (possible additional cost of the room, transport and a phone call) are the responsibility of the hotel initially booked. All lodging expenses for that night (the cost paid by the Member, as well as the additional cost reimbursed by the hotel) are eligible for Reward points and collecting of Status nights.
- The availability guarantee only applies to participating hotels operating under the brands Raffles, Orient Express, Banyan Tree, Garrya, Delano, Sofitel Legend, Fairmont, Emblems, SLS, SO/, Sofitel, Morgans Originals, Rixos, Mantis, MGallery, Art Series, Mondrian, Pullman, Swissôtel, Angsana, 25hours, Hyde, Mövenpick, Grand Mercure, Peppers, The Sebel, Soul Collection, Mantra, Novotel, Mercure, Cassia, Dhawa, Homm, Folio, Adagio, Mama Shelter, Tribe, Breakfree, ibis, ibis Styles and ibis *budget* (in Cambodia, Georgia, Japan, Mexico, Poland, Russia and South Korea), 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, Mercure Hotel Schiphol Terminal, Origins Luxury Lodge by Mantis, 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 Peyragudes Loudenvielle Pyrenees, 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. Members can access and review the official calendar of these dates where the availability guarantee does not apply on ALL.com; this calendar is updated regularly. The onus is on the member to check these dates for every booking they would like to benefit from this guarantee - see availability blackout dates [here](#).

## 9.4 Specific benefit: Suite Night Upgrades

### 9.4.1 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.

#### 9.4.2 Hotels Offering Suite Night Upgrades

Members can only use their Suite Night Upgrade in Accor group hotels that offer this benefit (the list is available [here](#)). This list may be changed 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.

#### 9.4.3 Obtaining a Suite Night Upgrade

On reaching or obtaining Platinum status (as outlined in Article 8 of the Terms and 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.

#### 9.4.4 Using Suite Night Upgrades

**Required booking.** In order to use one or several Suite Night Upgrade(s) during a stay, a booking must be made prior to the stay.

The use of Suite Night Upgrades is only valid for new bookings and cannot be added to an existing booking.

A booking for a stay using a Suite Night Upgrade can only be made:

- On the All.com website. Members must be logged in-to their ALL account in order to book their Suite Night Upgrades online.
- On Accor All app
- By phone:
  - o At one of Accor's Booking Offices; OR

- At one of the hotels participating in the Suite Night Upgrade, excluding Fairmont, Raffles and Swissôtel hotels. For these three brands, bookings by phone can only be made via an Accor Booking Office.

Members 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.

**Stays over several nights.** 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., a Suite with a different price each night), the Suite Night Upgrade will apply by default to the eligible night where the Suite is the most expensive.

When booking, Members may be offered different types of suites, corresponding to different types of rooms with their associated rates. The association between suites and rooms may vary from day to day.

**Blackout dates.** Using the Suite Night Upgrade is subject to the same blackout dates as the availability guarantee provided by the Programme. The official calendar of dates on which the availability guarantee does not apply is regularly updated and displayed for Members on the all.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](#)).

#### **Booking and validity date.**

When a member has one or more Suite Night Upgrade(s) expiring on 31 December of the current year (year N), they will have until 11:59pm CET on 31 December of year N to make a booking and use the Suite Night Upgrade(s).

This booking may be for a stay during the current year (year N) or a stay occurring the following year (year N+1), provided that the stay ends (checkout) before 31 December of year N+1.

For example, if a member has two (2) Suite Night Upgrades expiring on 31 December 2024, they can make a booking on 29 December 2024 and use both Suite Night Upgrades for a stay in March 2025.

On the other hand, if a member has made a booking that includes a Suite Night Upgrade expiring on 31 December of year N for a stay occurring the following year (year N+1), and cancels their booking before their stay in year N+1, the Suite Night Upgrade used will be considered expired and will not be returned to the member's account. The rate reimbursement will follow the general terms and conditions of sale associated with the selected rate at the time of booking. In order to change a booking with a Suite Night Upgrade, members must cancel the original booking in order to create a new one.

#### 9.4.5 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.

#### 9.4.6 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 Terms and Conditions of Membership;
- Family offers;
- Package rates;
- Day Use Rates;
- Corporate Rates;
- ibis Business and Accor Plus membership card rates

#### 9.4.7 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 cancels before staying date begins, a stay for which one or more Suite Night Upgrades were used, these benefits will be systematically returned to them and re-credited to their account, within a maximum period of seven (7) days, provided that the Suite Night Upgrades had not expired on the date the booking was cancelled, as stipulated in the booking and validity date paragraph in Section 9.3.4.

No changes can be made to the dates booked using the Suite Night Upgrade. The booking must be cancelled then resubmitted (with no guarantee of availability or identical rate). The Suite Night Upgrade will not be refunded to Members in the event of a no-show for the booked stay or early check-out.

#### 9.4.8 Non-Combinable Benefits

Suite Night Upgrades cannot be combined with:

- The use of Reward 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.

#### 9.4.9 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 Terms and Conditions of Membership.

#### 9.4.10 Calculation basis for awarding points during a stay with Suite Night Upgrade

Members will receive Reward points based on the price actually paid when booking their Eligible stay. For example, if the price of the suite is 500 euros and, thanks to their Suite Night Upgrade advantage, the Member only paid 200 euros, the Points will be calculated on the basis of their invoice of 200 euros (amount excluding taxes).

Other Eligible expenses as part of an Eligible stay, incurred during a stay with Suite Night Upgrade, follow the terms described in section 7.2.2 "

### **9.5 Complimentary breakfast**

This benefit offers Members – from Diamond Status upwards – a standard weekend breakfast service (excluding room service and tips) for any eligible stay carried out at hotels participating in this offer. This benefit is available to the Member, as well as the occupants of their room, unless otherwise stated in the Special Terms of their booking.

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:

- ALL.com app,
- ALL.com website,
- via telephone by contacting the hotel or our call centre directly.

In the event of a booking involving several rooms, only the occupants of the room belonging to the Member who made the booking may avail of the complimentary breakfast.

If the Member arrives at the hotel without selecting the dedicated offer when booking or does not have a booking, they may request the complimentary breakfast on weekends at the time of check-in.

However, if the Member makes a booking by selecting a rate (other than the dedicated complimentary breakfast rate), where breakfast is already included for the entire duration of the stay, no deduction for the value of the breakfast (or refund if it is a pre-paid booking) shall be applied retroactively for weekends.

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

- Thursday and Friday nights for following countries: Qatar, Bahrain, Jordan, Egypt, Algeria, Oman, Saudi Arabia, Kuwait, Irak, 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.

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 Reward 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.

## 9.7 Dining & Spa Rewards

**Eligible Members.** This benefit is offered from the Diamond status of the Programme to Members who have reached 26,000 Status Points. A Dining & Spa Reward is an electronic voucher/certificate worth EUR 10 (ten Euros), that can be used by a Member towards their spend in bars, restaurants and spas in participating hotels during an Eligible Stay. List of participating hotels available [here](#).

When the Member reaches 26,000 Status points in year N, they obtain one set of ten (10) Dining & Spa Rewards valid until the end of December of year N+1. Under no circumstances can they be issued if the condition of attaining 26,000 Status Points during the calendar year is not met.

**Conditions of use.** Dining & Spa Rewards are exclusively credited to the Member's account, visible online on the Website and the Accor All application. No paper voucher will be issued neither can they be sent by email. The Member is notified by email of the Dining & Spa Rewards credit on their account.

Dining & Spa Rewards are valid for all spa services, including products sold at the spa shops. They can be used to pay for in-room dining, mini-bar and for breakfasts when these are added to the booking as an extra. If breakfast is already included in the room rate, Dining & Spa Rewards cannot be used to pay for this meal. Depending on the legislation in force in the country of the hotel, vouchers may not be accepted as payment for alcoholic beverages. These cannot be used as payment for tips.

The use of the Dining & Spa Rewards is exclusively reserved for the Member and is subject to their presence during an Eligible Stay at the hotel. They can be used at any time between check-in and check-out, so that the value of the vouchers used is deducted from the Member's invoice.



The use of vouchers may be subject to validation by the Member by sending a security code by text message and/or email.

Once the voucher has been used, it is no longer possible to cancel. Vouchers used cannot be credited back to the Member's account.

The Member can use between 1 and 10 vouchers per stay (between the date of check-in and check-out). Each voucher can only be used if the Member spends a minimum of ten (10) Euros (including tax) on food and beverage and/or spa services. As an example, the Member may not use two vouchers to pay an expense of 15 Euros. No change or cash back will be given to the Member.

The Member must use the payment methods usually accepted at the hotel to pay for the amount not covered by the voucher(s).

The amount of the voucher(s) used will be converted into the hotel's local currency according to the Accor group's reference exchange rate in effect at the time of payment, as extracted from the "Multicurrency" database (database of monetary or financial information from the Reuters bank).

The advantage can be combined with promotional offers and the use of Reward Points.

Vouchers must be used to pay for a service actually provided no later than December 31 of the year of validity of the vouchers.

The vouchers are non-refundable and cannot be exchanged for cash in part or full. Vouchers cannot be sold or transferred to a third party. If a transaction or any attempt to sell a voucher were observed, Accor reserves the right to cancel the voucher(s) in question and to terminate the membership of the Member involved according to the conditions detailed in the 12.2.

## **9.8 Welcome drink for members of ALL**

Members with Silver status and above are offered a welcome drink during their stay. For each stay, Members are given a voucher upon arrival. This drink is only for Members who made the reservation and who are staying at the hotel.

All consecutive stays (check-out and check-in during the same day) in the same hotel will be considered as one stay and will not entitle Members to any additional vouchers. In the event of multiple reservations in the same hotel on the same check-in and check-out dates, the voucher is only given to the Member once.

The number of vouchers and choice of drinks are determined by the hotel. You will be given all the details at the hotel.

Consumption of alcoholic beverages is subject to local regulations.

## **10. USING REWARD POINTS**

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

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

- a discount on the invoiced amount issued for the Eligible Stay;
- benefits with certain Partners, notably by converting Reward points into points from other Partner loyalty programmes (e.g. miles from airline loyalty programmes);

or

- products or services obtained through the Programme's online shop ("Limitless Experiences") in countries where it is available.

Members can also donate their Reward points to organisations or foundations chosen by the ALL programme, the list of which can be found on [all-captaincause.com](http://all-captaincause.com)

The use of Reward 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;
- Reward points can only be redeemed for Eligible Stays to earn ALL – Accor Live Limitless points under Article 7 of the Programme's General Terms and Conditions;
- Certain rates and promotional offers are not eligible for the redemption of Reward points.
- Reward points may be redeemed for bookings in a participating hotel made on [all.accor.com](http://all.accor.com), the Accor All application, via the Accor Booking Office by telephone or by booking directly with a participating Accor hotel. Reward points may also be directly redeemed at the reception of a participating hotel during an Eligible Stay;
- On the website and in the ALL.com app, Reward Points can only be used for a minimum of 1,000 Reward Points. This entitles you to a discount of 20 euros on the full price of the booking and expenses included at the time of booking. Some taxes cannot be paid with your Reward Points. 2,000 Reward Points will lead to a discount of 40 euros on the booking, and Reward Points (after 2,000 Reward points) can only be used in multiples of 2,000 Reward Points.
- At the hotel, Reward points can be used with a minimum of 1,000 Reward points, entitling Members to a discount of 20 euros on the price, all taxes included, of accommodation or on-site expenses. As an exception, Reward points can only be used starting from 2,000 Reward points (equivalent to a discount of 40 euros) in venues located in France and from 500 Reward points in hotels located in China, Hong Kong, Macau, Mongolia and Taiwan (equivalent to a discount of 5 euros). A maximum of one million Reward points can be used at the hotel for the same stay. A Member may not use a number of Reward Points that would entitle the Member to a discount of an amount greater than the total price of the accommodation or expense concerned;  
The Member must use the means of payment usually accepted online or at the hotel to complete the payment of the price not covered by the discount from Reward Points obtained.
- Bookings at a rate requiring prepayment (where cancellations and changes are not permitted) cannot be made using only Rewards Points. A portion must be paid by credit or bank card.
- it is not possible to redeem Reward points on Day Use rates.
- up to 1,000,000 Reward points can be redeemed in multiples of 2,000 Reward points on the ALL.com website and app when booking.

- Reward Points may be redeemed directly at the hotel at any time during an Eligible Stay, between the Member's Check-in and Check-out.
- If Reward 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 Reward Points in a reservation which does not require pre-payment;
  - Upon payment when redeeming Reward Points in a booking which requires pre-payment;
  - Upon request for the use of Reward Points directly at the hotel during a stay;

Reward 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 Reward Points were redeemed, as a failed or declined payment cancellation;
- Cancellation of a booking for which Reward Points were redeemed by the Member before Check-in, at rates where cancellations and changes are permitted;
- Change of a booking for which Reward Points were redeemed by the Member leading to fewer Reward 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 Reward Points were redeemed, at rates where cancellations and changes are permitted (the amount of the first night will still be charged);
- Reward 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;
- Reward 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;
- Reward Points redeemed directly at a participating hotel during a stay cannot be recredited after the Reward Points are confirmed to the Member by the hotel to use their Rewards Points;

Some participating hotels do not accept Reward 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 Reward 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 Reward Points earns Points on the portion that was not paid for with points.
- Reward 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](#).

Obtaining Rewards from Partners (including converting points from other loyalty programmes) is subject to compliance with all the applicable conditions provided for by each Partner (number of Reward points required to redeem the Reward, dates, availability, etc.) For Partners that allow the conversion of Programme Reward points, all Reward Point conversions may only take place on an account registered with the Partner that is under the same name as the Member. Once the first conversion is carried out, the Member's Programme account is linked to their Partner account. The Partner account may not be linked to another Programme account.

Reward 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.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.

Rewards redeemed in the "Limitless Experiences" shop using Reward points cannot be resold.

In any case, the use of Reward 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 Reporting missing points within the network of participating hotels**

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, Members just need to follow the 'Report Missing Points' procedure, which is accessible from their account or from the contact form in the 'Help' section of the 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.

The submission of a duly substantiated complaint shall give rise to the accurate recording of Reward points in the Member's account and the addition of Status points for the calendar year during which the stay involved in the complaint took place. If the correct addition of missing Status points allowed the Member to access a different Status under the rules set out in Article 8 above, then this status will be assigned to the Member for the remainder of the current calendar year.

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 Reporting missing points involving Partner brands**

For any questions regarding the accumulation of Reward Points earned through Programme Partners, Members must follow the 'Report Missing Points to Partners' procedure from the contact form in the 'Help' section of the website ([available here](#)) and attach all of the required 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 Reward 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 Reward 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, Reward 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**

Members can decide not to participate in the Programme at any time. All they need to do is send a request from the 'Support' section of 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');
- leading to the termination of membership, i.e. the immediate cancellation of the card, associated benefits, the closure of the account and the deletion of all accumulated Points, where no compensation may be claimed by the Member for any reason whatsoever.

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 Reward 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 Reward 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 Reward Points once again;

or

- Order the termination of the membership in accordance with the provisions of Article 12 herein.

### **12.4 Effects of termination**

For all membership cancellations, the cessation of membership implies complete withdrawal from the Programme and the end of any relationship between ACCOR and the Member under the Programme. This withdrawal shall also lead to the removal of all the Points accumulated on the day of the cancellation.

## **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).

Members may also sign up for electronic communications from the Programme to receive information about Programme offers, promotions and benefits. If the Member no longer wishes to receive these commercial communications, they may unsubscribe at any time by either *clicking on* the unsubscribe link at the bottom of these communications, or *through* their Member account. This opt-out shall have no effect on membership.

## **14. PROTECTION OF PERSONAL DATA**

Member data shall be processed and protected as described in [Accor's Personal Data Protection Charter](#). The purpose of Article 14 is to draw the attention of Members to the

**major points regarding the use of their personal data as part of their membership in the Programme.**

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.

Data belonging to Members is processed:

- to fulfil all of the Programme's current general terms and conditions and managing Members in the ALL loyalty programme.
- based on legitimate interest, for marketing activities by Accor SA (including targeted marketing campaigns); and
- based on Members consent, so they can receive electronic marketing communications from the Programme.

Data belonging to Members shall be sent:

- to personnel authorised by entities belonging to the Accor Group in charge of operating the Programme, as well as their service providers; and
- to Programme Partners (hotels, airline companies and other contracted Partners), since this communication is required for Members to enjoy the benefits that they are entitled to as Members. It is to be stated that Members' email addresses shall not be sent to Partners so that the latter can carry out their own commercial communications, unless Members have otherwise given their express consent.

Member data can be transferred to countries that may not be able to ensure an adequate level of protection. Consequently, appropriate and adapted guarantees are put in place, a copy of which may be requested by Members. Data relating to Members may in fact, under certain circumstances, be transmitted for the aforementioned purposes, to recipients located in countries that are not members of the European Union, namely:

- Partners, for the purposes of managing the transfer of Reward points and handling complaints. 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 Reward Points or transferring miles;
- entities and hotels participating in the Programme, where this transfer is required to fulfil the contract concluded by the Member and the controller;
- to external providers with call centres in order to deal with complaints according to the assigned scope, these data transfers being contractually regulated.

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.

Any Member has the right to request access to their personal data, and the rectification, erasure, limitation, or opposition to processing and portability of their data by writing to



data.privacy@accor.com. Members also have the right to give instructions as to how this information should be processed following their death. All Members also have the right to file a complaint with a supervisory authority.

## **15. ACCEPTANCE OF TERMS AND 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](http://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 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 center. 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 Reward Points**

The rules applicable to Reward 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 Reward 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 Reward points transferred;
- If the Recipient is a member of ALL: the identity of the Recipient and their ALL card number, and the amount of Reward 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 Reward 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 Reward 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 specialize 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.

Examples of information provided by your Concierge	
<u>Travel services</u>	<i>Cancellation policy</i> <i>Amendment policy</i> <i>Arrival procedures</i> <i>The existence and conditions of legal warranties</i>
<u>Hotel services</u>	<i>Cancellation policy</i> <i>Amendment policy</i> <i>Arrival procedures</i> <i>The existence and conditions of legal warranties</i>
<u>Tickets booking</u>	<i>Cancellation policy</i> <i>Amendment policy</i> <i>Right to retract policy, if applicable</i> <i>The existence and conditions of legal warranties</i>
<u>Booking of a trip organized by a Tour Operator</u>	<i>Tour Operator Terms &amp; Conditions</i>
<u>Rental car services</u>	<i>Rental car provider Terms &amp; Conditions</i> <i>Reminder of the following information :</i> <i>Cancellation policy,</i> <i>Booking conditions,</i> <i>Car category,</i> <i>Payment options (online or on site )</i> <i>Need to present the same credit card used for payment and ID,</i> <i>Potential additional charges,</i> <i>Price details and optional services ...</i>

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](http://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/](http://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.



ACCOR · LIVE LIMITLESS

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RAFFLES · ORIENT EXPRESS · FAENA · BANYAN TREE  
SOFITEL LEGEND · FAIRMONT · EMBLEMS · SOFITEL · RIXOS  
ONEFINESTAY · MANTIS · MGALLERY · ART SERIES · PULLMAN  
SWISSÔTEL · ANGSANA · MÖVENPICK · GRAND MERCURE  
PEPPERS · THE SEBEL · ADAGIO PREMIUM  
HANDWRITTEN COLLECTION · MANTRA · NOVOTEL  
MERCURE · ADAGIO ORIGINAL · CASSIA · DHAWA  
BREAKFREE · IBIS · IBIS STYLES · ADAGIO ACCESS · GREET

*Lifestyle by Ennismore*

21C MUSEUM HOTEL · 25HOURS · DELANO · HYDE · JO&JOE  
MAMA SHELTER · MONDRIAN · MORGANS ORIGINALS · SLS  
SO · THE HOXTON · TRIBE

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