

## AZIMUT BONUS PROGRAM GENERAL TERMS AND CONDITIONS

AZIMUT Hotels Company LLC (AZIMUT Hotels) launches loyalty program (the Program) which is designed to enable its Members to enjoy various privileges (as described below) during their stay at AZIMUT Hotels participating in AZIMUT Bonus program and in its partner programs.

Only individuals of majority age in their country of residence and if allowed by law may enroll in AZIMUT Bonus and become Members (defined as individuals who have been accepted as Members by AZIMUT Hotels). Corporations, associations or groups are not permitted to enroll in AZIMUT Bonus.

The Program has no predetermined termination date and may continue until such time as AZIMUT Hotels decides to terminate the Program, at any time, with or without notice. Members will have twelve months from the date Program termination is announced to accumulate/redeem AZIMUT Bonus Points. This means that, regardless of the amount you participate in the Program, your right to accumulate Points and claim Rewards can be terminated by AZIMUT Hotels twelve months after AZIMUT Hotels announces Program termination.

AZIMUT Hotels reserves the right to add, modify, delete or otherwise change any of the rules, procedures, conditions, benefits, or Points accumulation system of the Program at its sole discretion, with or without notice. This means that AZIMUT Hotels may make changes that affect, but are not limited to, hotels within the AZIMUT Hotels, travel partner affiliations, rules for earning AZIMUT Bonus Points, redeeming AZIMUT Bonus Points, rules and procedures for the use of Rewards, continued availability of Rewards, Reward types, and the features of special offers.

### DEFINITIONS

**Points:** Units generated or earned by a Member according to the points scale and multiplier described in Article 4.4 and that the Member may redeem for Rewards /Stays at AZIMUT Hotels.

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

**Adjustment:** Points credited following a claim by the Member or an error on the part of the Program.

**Check-in:** Date of arrival at the hotel.

**Check-out:** Date of departure from the hotel.

**Day Use:** Use of a hotel room solely during the day, with Check-in and Check-out taking place on the same day.

**Eligible Night:** An overnight stay completed by a Member that counts towards reaching a Status level according to the scale presented in Article 5. Only overnight stays at hotels participating in the Program, booked through an eligible distribution channel and charged at a rate eligible for earning Points, as described in Articles 4.1 and 4.2 below, are considered to be Eligible Nights.

**Guest:** Individual (not a Member of the Program) using AZIMUT Hotel room for an overnight stay or for Day Use purposes.

**Member:** Guest who has accepted the Loyalty Program's General Terms & Conditions of Use.

**Partner:** Company not operated by AZIMUT Hotels but that is nonetheless participating in the Program in one of the two following ways: by allowing Members to earn AZIMUT Bonus Points on their expenses within its network; and/or by providing the opportunity to transfer AZIMUT

Bonus Points to its own loyalty Program or vice versa. Partners can operate in a number of sectors including the transport, leisure, retail and tourism sectors.

**Status:** Level depending on the number of Eligible Nights or the amount of Points earned by a Member over a consecutive year and that determines (i) the advantages received by a Member at hotels participating in the Program and (ii) the scale of Rewards Points earned.

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

## **HOTELS PARTICIPATING IN THE PROGRAM**

The hotels participating in the Program are hotels operating under AZIMUT Hotels chain, with the exception of the A- Hotels.

When a hotel or brand joins the AZIMUT Hotels network or enrolls in the Program as a participating hotel, Members will only be able to earn Points and enjoy other Program-related benefits on eligible stays completed at the hotel in question subsequent to this event.

If a hotel leaves the AZIMUT Hotels chain 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 whilst staying at the hotel;
- will not have access to any special offers in which the hotel may have participated;
- if applicable, will have Points re-credited 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.

The Loyalty Program Administrator will make every effort to give affected Members reasonable notice prior to their stay.

### **1. PROGRAM MEMBERSHIP**

#### **1.1. Conditions of Membership**

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

Program membership is free of charge.

Membership number is available electronically online. AZIMUT Bonus membership 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. Member's name, individual identification number and expiry date of Status (for Silver, Gold and Platinum Status levels – see Article 5 below) are available in Personal Account on [azimuthotels.com](http://azimuthotels.com).

Per member there is only one assigned account. Membership may be used only by the Member who has been assigned to the Membership.

A valid e-mail address is required to join the Program. Two or more Members may not use the same email address. By joining the Program, the Member agrees to receive email communications relating to the operation of, and services offered by, the Program, 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 Program operation, the Member shall follow the Program termination procedure set forth in Article 9.1.

Members accept that the Program 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 Program that may substantially modify their rights and obligations relating to the Program, particularly through information posted on the azimuthhotels.com website and/or via email communication. Members have the possibility of terminating their membership as outlined in Article 9.1. Participation in the Program following the effective date of modifications implies acceptance on the part of the Member.

The Member must not disclose his/her personal account password to any other party. The Member accepts responsibility for all Points operations to and from his/her personal account.

### **1.2. Registering as a Member**

A Guest may join the Program in any of the following ways:

- During his/her stay at a hotel participating in the Program.
- By registering online on azimuthhotels.com website.
- By any other means made available to the Customer.

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

New Members must accept the Program's General Terms and Conditions of Use, either online or at the hotel, depending on conditions for joining.

Once accepted, the Member will benefit fully from all Program services, including access to the different functions of the azimuthhotels.com website (such as accessing Rewards, checking his/her personal account, redeeming Points, etc.), and recognition by all AZIMUT Hotels web sites and call centers when making reservations.

### **1.3. Personal Account**

Using their personal account, Members can:

- View AZIMUT Bonus Points balance, Eligible Nights balance, reservation history, and status.
- Be recognized on the azimuthhotels.com website, Reservation Center and mobile services.
- Enter accommodation preferences, personal preferences, and favorite hotels and destinations.
- View reservation history and modify current reservations, if necessary.
- Subscribe to AZIMUT Hotels, AZIMUT Bonus and AZIMUT Hotels brand newsletters, and manage subscriptions online.
- Access personalized offers and services.

## **2. MEMBERSHIP USE**

In order to enjoy the various benefits, Members must provide their loyalty number whenever they wish to take advantage of one of the services available and/or present their loyalty number when checking into a hotel. Members who do not meet the aforementioned requirements will not be authorized to take advantage of the Program-related benefits.

### **3. MEMBER RESPONSIBILITIES**

Any breach by a Member of these Conditions of Use, abusive or fraudulent use of the membership or Points, communication of falsified information and/or detrimental or objectionable behavior (in particular, regrettable, malicious or insulting behavior towards hotel staff or customers) may result – at the sole discretion of the loyalty Program Administrator – in the temporary suspension of the Member’s Program 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 9. This suspension or termination shall be without prejudice to the Program Administrator’s right to take action with respect to a Member.

### **4. EARNING AZIMUT BONUS POINTS**

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

For crediting Points, the amount paid in euro will be converted to Rubles before applying the earned Points scales. The exchange rate applied by the hotel at Check-out is set by AZIMUT Hotels.

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

Points do not constitute a means of payment and have no monetary value. No money shall be provided for lost or unused Points.

Should the Guest register with the program no later than 7 days after check-out, the company undertakes to award AZIMUT Bonus Points/Nights for the stay in case all other loyalty program conditions are respected.

#### **4.1. Reservation channels eligible for points.**

Only stays booked at eligible rates via AZIMUT Hotels distribution channels (AZIMUT Hotels branded websites, AZIMUT Hotels reservation center, at hotels) entitle the Member to earn Points.

Eligible stays therefore specifically do not include stays booked via a reseller, tour operator or third-party online travel agent (such as Expedia.com, Booking.com, etc.). These stays do not enable the Member to earn Points or to collect Eligible Nights to obtain a Status.

#### **4.2. Eligible booking rates for accumulating AZIMUT Bonus Points.**

Only stays booked at an eligible rate enable accumulating Points from the Program.

Eligible booking rates include all public and promotional rates, and also discount rates booked only on [azimuthotels.com](http://azimuthotels.com) except for the following:

- Room rates for group bookings when the rooms are invoiced to and paid for globally by the organizer.
- Special Rates proposed to employees of partner companies (travel, tourism, etc.).

- Contracted Room rates for crew members (airline, shipping or other).
- Rates for AZIMUT Hotels employees, employees of AZIMUT Hotels Group partner companies and service providers.
- Tour operator rates, wholesale/tour operator packages.
- Travel agency discount rates.
- Complimentary or barter rooms.
- NET Group rates.
- Series Group or IT Group rates.
- Third party websites bookings (irrespective of rate paid) and
- "Opaque" channel bookings where the brand may or may not be known at the time of purchase.

The number of accumulating AZIMUT Bonus Points is calculated on the basis of the invoice amount without VAT.

#### **4.3. Eligible booking rates for accumulating Nights.**

Only stays booked at an eligible rate enable accumulating Points from the Program.

Rates, including only Nights for accumulating:

- Travel agency rate.
- Travel agency/Tour operator rates of net price.
- FIT rates for travel agency.

#### **4.4. Eligible expenses.**

Only the following expenses are eligible to earn Points and only if they are paid for by a Member who is actually staying at the hotel:

- Expenses for Member accommodation and, if applicable, for one other room at the same hotel on the same date (for a maximum of two invoiced rooms), provided that (i) the Member is staying in one of these rooms and that (ii) the second room is not occupied by another Member; note that if the Member books two rooms, Points are earned for these rooms, but the number of Eligible Nights is based only on the Member's room.
- Services in addition to hotel accommodations, namely: minibar, breakfast, telephone, room service, pay television, Member meals at the hotel restaurant, drinks at the hotel bar *only if they were closed to the room bill*;

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

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

- business centre;
- shop purchases (SMART shops) and souvenir shops;
- parking;

- laundry services.

The following expenditures do not qualify for earning Points:

- additional expenditures incurred as part of a non-eligible stay (even if settled at the hotel);
- taxes (notably VAT), tips;
- taxis, transfers to/from the hotel, service charges and other applicable charges;
- advances;
- deposit;
- expenses incurred as part of organizing a company seminar, conference, banquet or any other event including private events – settled by the Member;
- all charges and expenses which are not specifically listed as eligible expenditures.

#### **4.5. Rewards AZIMUT Bonus Points Scale.**

The Program offers four Status levels that are attributed according to the number of Eligible Nights or Points earned: Red, Silver, Gold and Platinum.

Each Status has its own multiplier for Points Rewarding, as shown in the table below, on the basis of 1 RUB\* in eligible expenses.

*\*For hotels in Germany and Austria the application of the AZIMUT Hotels group's exchange rate will be entailed.*

<b>PER 1 RUB OF ELIGIBLE EXPENDITURE</b>	
<b>STATUS</b>	<b>MULTIPLIER OF POINTS REWARDING AT PARTICIPATING BRANDS**</b>
RED	1
SILVER	1.2
GOLD	1.3
PLATINUM	1.5

*\*\*A-Hotels are not participating*

If a Member's Status changes between booking and Check-out, the rules used for attributing Rewards Points will be those of the Status at Check-out. For a stay of several consecutive.

#### **4.6. Earning Points with Partner brands.**

It is also possible to earn Points with Program Partners according to conditions that are specific to each Partner; these may be consulted in AZIMUT Bonus section on [azimuthotels.com](http://azimuthotels.com)  
The Loyalty program discounts are not added up with other special offer discounts neither from AZIMUT Hotels not from other program partners.

#### **4.7. Special offers and promotional operations.**

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

#### **4.8. Validity of AZIMUT Bonus Status.**

AZIMUT Bonus Status are valid for 365 days from the date of the event that generated Points credit and assigned Loyalty Status. The validity of AZIMUT Bonus Status is extended by 365 days each time the Member stays at a Participating Hotel that is eligible for getting AZIMUT Bonus Status and accumulating Points.

If the Member cannot accumulate necessary Points and/or Nights to confirm his/her current AZIMUT Bonus Status during 365 consecutive days since AZIMUT Bonus Status was assigned, his/her Loyalty Status will be downgrade on lesser level, but Points will be saved.

If the Member does not stay at a participating Hotel during a period of 365 consecutive days, all the AZIMUT Bonus Points in his/her account, whatever their origin, will be lost without prior notice, without being able to restore or transfer these Points, but Loyalty Status will be downgrade on lesser level.

AZIMUT Bonus reserves the right to suspend or discontinue AZIMUT Bonus membership, including any Elite Membership status (including Silver Member, Gold Member, and Platinum Member status), for any Member who appears to be using the Program in a manner inconsistent with the Terms and Conditions or intent of the Program or any portion of the Program, including, but not limited to, points redemption use. AZIMUT Bonus also reserves the right to discontinue membership for any Member who AZIMUT Bonus believes, or if there are reasonable grounds for suspecting, in its sole discretion, has:

- a. acted in a manner inconsistent with applicable local or federal laws, regulations or ordinances,
- b. breached or violated any of these Program Terms and Conditions,
- c. engaged in any fraudulent or dishonest behavior, theft, misconduct or wrongdoing in connection with the account, including without limitation, involving Reward redemption or Certificate use, or other Member benefits,
- d. engaged in any abusive, fraudulent, disruptive, inappropriate, offensive or hostile conduct, whether it be physical, verbal or written in nature, towards any hotel within the AZIMUT Hotels or their guests or employees, or towards AZIMUT or any of its employees or contractors, or
- e. failed to pay any bills or accounts due to AZIMUT Hotels or any hotel within the AZIMUT brand.

Such discontinued membership may result in the loss of all accumulated Points and the cancellation of AZIMUT Bonus Certificates, benefits and privileges, including the loss of any associated membership status. In addition to discontinuance of AZIMUT Bonus membership, AZIMUT Hotels shall have the right to take appropriate administrative and/or legal action, including, without limitation, criminal prosecution, as it deems necessary in its sole discretion.

## 5. STATUS

Members may at any time access a higher Status if they reach the required number of Eligible Nights or amount of Points, as shown in the table below.

STATUS	NUMBER OF ELIGIBLE NIGHTS	AMOUNT OF ACCUMULATED POINTS
SILVER	15	70 000
GOLD	30	150 000
PLATINUM	50	300 000

After 365 days prior to enrollment/new membership level assignment, an assessment is made of Eligible Nights completed and Points earned by a Member during the year:

- If, during the consecutive year after receiving Elite Status, the Member collected one of the thresholds allowing them to maintain their current Status or access a higher Status, they retain that Status for the consecutive year until the date of Status receiving;
- If, during the consecutive year after receiving Elite Status, the Member did not reach one of the thresholds allowing them to maintain their current Status, they will be awarded the Status directly below the one previously held, as indicated on the above scale. The use of Points has no effect on keeping or changing a Status.

## 6. BENEFITS AND SERVICES OFFERED TO MEMBERS

In addition to receiving Points, Members with a status of Silver and higher enjoy other status-related benefits.

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

These privileges are available in subject of reservation is eligible for Points/Nights' accumulation.

These benefits are described more fully in the AZIMUT Bonus section and in Personal Account on [azimuthotels.com](http://azimuthotels.com) website.

In particular, the guarantee of an available room before arrival is subject to the following specific conditions:

- The guarantee covers room availability only and not a particular type of room.
- Reservation must be made before noon, 12:00PM (local time at the hotel) and at least 2 days (for Platinum cardholders) prior to the date of arrival.
- The Member must request this guarantee at the time of booking.
- This guarantee applies only to stays booked via AZIMUT Hotels 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, this guarantee therefore does not apply to the additional rooms.
- If the hotel is unable to guarantee room availability, it commits to accommodating the Member at another nearby AZIMUT Hotels hotel or at a hotel in an equivalent category. If the Member is accommodated at a hotel that is not part of the AZIMUT Hotels group, the hotel will refund any difference in the cost of the first night and any related transportation fees, upon presentation by the Member of the corresponding invoices. All accommodation

expenses for this night (price paid by the Member, as well as the additional price reimbursed by the hotel) enable Points credit and collecting Eligible Nights.

- The availability guarantee does not apply on certain dates. The official calendar of dates Member can check with hotel. The contact details are availability on [azimuthhotels.com](http://azimuthhotels.com)

## 7. REDEEMING POINTS

Members can use their Points to obtain rewards, which notably include:

Points can only be used for reservations with rates presented in Points at participating hotels through the **azimuthhotels.com** website or through AZIMUT Hotels mobile application.

In case city tax applies, it has to be paid separately in the hotel.

- a. benefits from certain Partners, notably by converting Points into points for other Partner loyalty Programs (such as air miles);
- b. when a reservation is made Points up to the limit of 500 000 Points per reservation;
- c. using Points to obtain accommodation charged in a currency other than Rubles, will entail the application of the AZIMUT Hotels group's exchange rate of reference;
- d. Redeeming points (tariff for AZIMUT Bonus points) on [azimuthhotels.com](http://azimuthhotels.com) cannot be available on certain dates for reservations.

Points used by a Member can only be re-credited to the Member's account in the following cases:

- a. cancellation of a reservation by the Member 24 hours before Check-in for rates where cancellations and changes are permitted;
- b. change of reservation by the Member entailing a reduction to the number of Points used when making the original reservation, for rates where cancellations and changes are permitted (unless the member has already checked in);
- c. Member's failure to arrive at the hotel for rates where cancellations and changes are permitted (the amount of the first night will still be charged);
- d. Points will not be re-credited in the event of a Member's request to change or cancel a reservation at a rate where changes and refunds are not permitted;
- e. Points used directly at a participating hotel during a stay cannot be re-credited if the Member has authorized the hotel to use Points;

All reservations paid for in full with Points, are not eligible to earn Points or Eligible Nights.

Securing Rewards from Partners (notably converting points into points used by other loyalty Programs) is subject to the Member observing all the related Terms and Conditions laid down by each individual Partner (number of Rewards Points required to obtain the Reward, dates, availability, etc.). When Partners allow Points to be transferred to their own Programs, Points can only be transferred to a Partner account held in exactly the same name as the Member's AZIMUT Bonus account. Terms and Conditions can be consulted in AZIMUT Bonus section on [azimuthhotels.com](http://azimuthhotels.com).

In any case, the use of Points cannot give rise to any monetary consideration in any form whatsoever including a cash refund.

For the purposes of using Points, the Member accepts that the information and transactions recorded in the computer systems used by the Program Administrator will constitute proof that these transactions were made, until evidence is shown to the contrary.

## **8. CONDITIONS OF MEMBERSHIP AFTER THE INTRODUCTION OF THE NEW LOYALTY PROGRAM AZIMUT BONUS**

Due to the implementation of new Loyalty Program AZIMUT Hotels Company:

- Convert total of points, gained during the last period of time and also reward additional number of Nights in accordance with Membership Status on following rules:

STATUS	MAXIMUM POINTS TRANSFERRED TO NEW PROGRAM	THE NUMBER OF NIGHTS AVAILABLE AFTER LOYALTY PROGRAM TRANSFER
RED	10 000	5
SILVER	35 000	15
GOLD	75 000	30
PLATINUM	150 000	50

- Save the current membership status within 12 months from the date of new Loyalty Program transfer. At the end of this period its status can be changed in accordance with the number of eligible nights or the number of accumulated points.
- Afford Member opportunity for using Points to book room in AZIMUT Hotels chain.
- Afford Member opportunity for payment of accommodation costs in accumulated Points that Member has after new Loyalty Program transfer.
- Both conditions above are available if the Member confirms its account in Loyalty Program by clicking button «Confirm e-mail» in e-mail that was sent to e-mail address mentioned by Member.
- The validity of the old loyalty card is limited until 1 November 2018. From 1 November 2018 Member can use its Loyalty Program number that is available after Personal Account registration and move on in accordance with paragraph 2 of Loyalty Rules.

## **9. MEMBER ACCOUNT ISSUES**

### **9.1. Claims within the participating hotel.**

If the Member notes that his/her Points were not credited as expected after a minimum of seven days following the Member's stay at a participating hotel, the Member may submit a claim for Points adjustment within three months following the stay in question (based on the Check-out date). To do this, the Member must fill out the claim in the Member's Personal Account on [azimuthotels.com](http://azimuthotels.com) website online.

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 a claim.

Once a claim is proved to be justified, the correct amount of Points will be credited to the Member's account within 14 working days.

## **9.2 Claims with Partners.**

For queries related to collecting Points earned with Partners, the Member must claim in Member's Personal Account on the azimuthhotels.com site and include all supporting documents.

The Member must wait at least 50 days from the date the Partner service was provided before submitting a claim. The maximum time limit for submitting a claim following a transaction is specific to each Partner and is listed in AZIMUT Bonus section on azimuthhotels.com

For Points to be credited, the paid invoice corresponding to the claim must be in the name of the AZIMUT Bonus Member making the claim.

When converting AZIMUT Bonus Points into other Loyalty Program Points or air miles, the Program Administrator's responsibility ends when the request to redeem Points is confirmed by the Partner Program. If, however, Points have been debited from the Member's account but Points or air miles have not been credited to the Partner Program account within 50 days, the Member should contact the Program administrator of the Partner Program within the time limits specified by the Program in question.

## **10. SUSPENSION OR TERMINATION TERMS AND PROCEDURES**

### **10.1. Termination by the Member.**

A Member may decide to withdraw from the Program at any time. A Member may terminate his/her membership by sending an email to Program Administrator stating that he/she wishes to terminate his/her membership or through Personal Account on azimuthhotels.com.

### **10.2. Suspension or termination by the Program Administrator.**

Any breach of the Terms and Conditions of Use of the Program by a Member using the membership card may, at the Program Administrator's discretion:

- lead to the temporary suspension of individual's membership for a period to be decided by the Program Administrator;
- be sanctioned by the termination of the membership, that is, the immediate cancellation of the card, its benefits, the closure of the account and the cancellation of the Points earned, without any claim for compensation by the Member, for whatever reason.

### **10.3. Effects of suspension.**

During the Suspension Period, the Member may not redeem his/her AZIMUT Bonus Points according to the conditions stipulated in Article 4 herein.

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

- lift the suspension, in which case the Member can take advantage of the benefits and services available to Members and redeem his/her Rewards Points once again;
- order the termination of the membership in accordance with the provisions of Article 9 hereof.

#### **10.4 Effects of termination.**

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

#### **11. PROGRAM COMMUNICATIONS**

Members may access all information regarding their membership in the Program (including their Points balance, Eligible Nights balance and the operation of their account) via their personal account on the azimuthhotels.com website. Members by becoming a Member of the Program, agree to receive email communications associated with the operation and services offered by the Program (messages, Points statements, etc.).

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

The Member must notify the Program of any change of email or postal address, name, or any other relevant information via his/her personal account.

#### **12. PROTECTION OF PERSONAL DATA**

Personal information regarding the Member is collected by AZIMUT Hotels Company (18/1, Olympiyskiy prospect, Moscow, Russia, 129110), which is responsible for data processing as part of Program administration and management (such as for memberships and claims). This information is used only by AZIMUT Hotels and its subsidiaries and commercial and contracting Partners (service providers, partners and hotels). Data is protected as specified in the AZIMUT Hotels Privacy Policy.

For certain purposes, data concerning Members may be transmitted to recipients which include:

- Partner loyalty Programs and airlines that Members choose for Points or air miles transfer purposes and claim management. The list of Partners and companies is available in the AZIMUT Bonus section on azimuthhotels.com. Members must expressly agree to each transfer of data, which is required for processing Points or transferring miles.
- Entities and hotels within the AZIMUT Hotels group, since transfer is required for the execution of the contract between the Member and the data processor.

Members have the right to access, query, change, and oppose the use of stored personal information about them for legitimate reasons or, in particular, to oppose commercial prospection. To exercise these rights, Members may email to [marketing@azimuthhotels.com](mailto:marketing@azimuthhotels.com)

#### **13. ACCEPTANCE OF GENERAL CONDITIONS OF PROGRAM USE, SETTLEMENT OF LITIGATION AND APPLICABLE LAW**

Joining the Program implies acceptance by Members without reserve the General Terms & Conditions of Use of the Program. These General Conditions of Use shall prevail over any previous text.

In case of dispute between a Member and AZIMUT Hotels concerning the General Conditions of Use of the Program, the Member is hereby informed that he or she may appeal to a conventional mediation procedure or to an alternative method of settlement. In the absence of an amicable resolution within sixty days from the Customer Service referral date, the Member may appeal to the tourism and travel mediator, no later than twelve months after the first complaint.

#### **14. ADDITIONAL INFORMATION**

Additional information and details regarding AZIMUT Hotels Loyalty Program, and notably the additional services provided by each Participating Hotel and the benefits offered by each Partner, are available in the AZIMUT Bonus section on [azimuthotels.com](http://azimuthotels.com) website.