

## **MyEvenia Loyalty Program Terms & conditions**

### **1. OVERVIEW**

In order to enhance the brand image of Evenia Group, Evenia Hotels, S.L. and the entities that make up the Evenia Group (hereinafter Evenia Hotels) with CIF: B62105176 and registered office at Calle Muntaner, 401 - PTA 1, Barcelona, 08021, carries out an international promotion action indefinitely until communication and withdrawal of the promotion.

MyEvenia is a Loyalty Program by which participants obtain points that can be exchanged for stays in our establishments.

The purpose of MyEvenia Loyalty Program is to carry out an indefinite promotion based on obtaining points for all individual customers who register for the program and on any rate available on our website [www.eveniahotels.com](http://www.eveniahotels.com).

### **2. REQUIREMENTS FOR PARTICIPATION IN THE PROGRAM**

2.1. All individuals over 18 years of age living in any country where participation in loyalty programs is not prohibited may participate in the Program.

2.2. Enrollment in MyEvenia Loyalty Program is free.

2.3. To participate in MyEvenia Loyalty Program, it is essential to register through the website [www.eveniahotels.com](http://www.eveniahotels.com), filling in all the required fields. Requests by any other means will not be accepted.

2.4. Both the accumulation of points and the benefits of the program will only be valid when a reservation is made through our website [www.eveniahotels.com](http://www.eveniahotels.com)

2.5 The benefits included in MyEvenia Loyalty Program may be modified at any time without prior notification.

2.6. Evenia Hotels reserves the right to admit or reject any registration to MyEvenia Loyalty Program without giving reason.

2.7. Enrollment in the program will be confirmed as definitive when the member makes their first stay as such on our website [www.eveniahotels.com](http://www.eveniahotels.com) and the points will be accumulated from the first moment, being able to be discounted in the next reservation.

2.8. The scope of the program may be modified at any time without prior written notification.

### **3. OBTAINING POINTS**

3.1. The points are obtained for the accumulation of stays made in any of the Evenia Hotels. For guidance, for each Euro of the amount of the stay actually paid to the hotel, a minimum of 10 points is obtained. Evenia Hotels reserves the right to vary the rates of obtaining and using points, without prior notice and without giving the beneficiary of MyEvenia Loyalty Program the right to make any type of claim.

3.2. The holder will not be able to claim points for stays that were made before enrolling in MyEvenia Loyalty Program.

3.3. To obtain points, the beneficiary of the program must log in as such on our website at the time of booking at [www.eveniahotels.com](http://www.eveniahotels.com)

3.4. Obtaining points is personal and non-transferable. If two or more members of MyEvenia Loyalty Program share a room, only the member who made the reservation will earn points.

3.5. The points will be automatically credited to the holder's account, 48 hours after payment and invoicing on the last day of stay. In the case of specific and limited promotions, points will be credited at least once a month.

3.6. Free stays as an invitation, those obtained with special rates for company workers, travel agents, or rates not available to the general public, do not generate points. Neither do promotional rates for a specific time period that Evenia Hotels determines.

3.7. To claim points, MyEvenia Loyalty Program member must send the corresponding claim via e-mail to MyEvenia Service Center, [myevenia@eveniahotels.com](mailto:myevenia@eveniahotels.com), indicating the customer's name, reservation number, hotel name and dates of stay, as well as a brief description of the incident. The valid claim period is three months from the completion of the stay. MyEvenia is not responsible for the documentation sent until the arrival of this via e-mail to MyEvenia Service Center. Claims that are not submitted through this system, properly documented, and submitted on time, will not be sent.

3.8. Evenia Hotels will promptly communicate which concepts entitle to generate points, as well as possible special promotions, benefits or attentions of the Program. Points generated in each operation will be those corresponding to the days of stay according to the current tables, regardless of possible attention or benefits granted by Evenia Hotels to limited promotions.

#### **4. USE OF POINTS**

4.1. Points accumulated in MyEvenia Loyalty Program may be exchanged for stays in any of the Evenia Hotels establishments that belong to the program at the time of stay and according to the availability and the value of points established by Evenia Hotels.

4.1.1. Evenia Hotels reserves the right to establish, without warning, periods and hotels "not suitable" for the enjoyment of stays charged to points when it deems appropriate.

4.2. Points will be exchanged at the time of booking at [www.eveniahotels.com](http://www.eveniahotels.com) and the amount of the same may not exceed 10% of the reservation amount in any case.

4.3. Points obtained in MyEvenia Loyalty Program may be accumulated into discount coupons, provided that the amount of both discounts does not exceed 10% of the amount of the reservation.

4.4. Points accumulated to MyEvenia Loyalty Program will expire two years after their issuance if the holder has not made at least one movement of points in the last 2 years.

4.5. In the event of the death of the beneficiary of the program, the points accumulated in MyEvenia Loyalty Program will expire and cannot be transferred to any other person.

## 5. DATA PROTECTION AND MODIFICATION

<b>Data of the Responsible</b>	<p>Evenia Hotels, S.L.</p> <p>You can contact the Data Protection Delegate (DPO) by email at the address <a href="mailto:dpo@eveniahotels.com">dpo@eveniahotels.com</a></p>
<b>For what purpose will this information be processed?</b>	<p>To manage MyEvenia Loyalty Program.</p> <p>To send promotional communications via e-mail related to Evenia Group.</p>
<b>What data will we process and how do we obtain it?</b>	<p>The data to be processed will be: e-mail, name and surname, reserved hotels and others derived from the reservation process.</p> <p>The data obtained will be through the electronic form of adhesion to the Loyalty Program and the reservations made by the holder.</p>
<b>How long do we keep your data?</b>	<p>They will be kept during the term of this Program.</p>
<b>What is the legitimacy for the processing of your data?</b>	<p>Your consent to participate in the Program.</p>
<b>To which recipients will your data be communicated?</b>	<p>The information may be transferred to entities that are part of the Evenia Group to attend to the management of the Program, and service providers which participate in such management. Additional service providers will not access your data.</p>
<b>Necessary and updated information</b>	<p>The information requested will be mandatory, in such a way that its omission could lead to the impossibility of participating in the Program.</p> <p>You must provide truthful information.</p> <p>The partner of MyEvenia Loyalty Program may modify their personal data by logging into <a href="http://www.eveniahotels.com">www.eveniahotels.com</a>.</p> <p>Likewise, by sending the completed form you declare that the information provided is true.</p>
<b>What are your rights when you provide us with the information?</b>	<p>We inform you that you can exercise the following rights:</p> <ul style="list-style-type: none"> <li>• Right of access to your personal data in order to know which are being processed and the processing operations carried out with them;</li> <li>• Right to rectify any inaccurate personal data;</li> <li>• Right to delete your personal data, when this is possible;</li> <li>• Right to request the limitation of the processing of your personal data when the accuracy, legality or necessity of processing the data is</li> </ul>

	<p>doubtful, in which case, we may keep them for the exercise or defense of claims;</p> <ul style="list-style-type: none"> <li>• Right to the portability of your personal data, when the legal basis that enables us to process those indicated is the contractual relationship or consent;</li> <li>• Right to object to the processing of your personal data, when the legal basis that enables us to process those indicated above is legitimate interest. For these purposes, we will stop processing your data unless we have an overriding legitimate interest or for the formulation, exercise or defense of claims</li> <li>• Right to revoke your consent at any time in the event that the basis of the treatment is consent.</li> </ul> <p>You can exercise your rights at any time and free of charge by sending an email to <a href="mailto:dpo@eveniahotels.com">dpo@eveniahotels.com</a> indicating the right you wish to exercise and your identifying data.</p> <p>If you consider that we have not processed your personal data properly, you can contact the Data Protection Officer at the address <a href="mailto:dpo@eveniahotels.com">dpo@eveniahotels.com</a>. You also have the right to file a claim with the Spanish Agency for Data Protection, if you deem it appropriate.</p>
<b>International data transfer</b>	<p>Your personal data will be stored in Andorra, a country declared of adequate level by the European Commission, Decision 2010/625/EU of the Commission, October 19, 2010.</p>
<b>Security measures</b>	<p>Evenia Hotels adopts the security levels required by GDPR appropriate to the nature of the data that is being processed at all times. Notwithstanding the foregoing, technical security in a medium such as electronic communications and the Internet is not impregnable and there may be malicious actions by third parties, although Evenia Hotels uses all the means at its disposal to prevent such actions.</p>

## 6. WITHDRAWAL FROM THE PROGRAM

6.1. The cancellation of the program entails by the holder not being able to make reservations on the website [www.eveniahotels.com](http://www.eveniahotels.com).

6.2. The holder may unsubscribe from MyEvenia Loyalty Program by sending an e-mail to the MyEvenia Service Center. From the moment the notification is received, the holder will stop receiving any type of communication from MyEvenia Loyalty Program, the points account will be canceled.

6.3. Evenia Hotels reserves the right to cancel MyEvenia Loyalty Program for participants who have no activity on the account two years after the last movement, without prior written notification. They will become inactive members and their points will be canceled; a year later, they will be permanent canceled.

6.4. The abuse or fraudulent use of MyEvenia Loyalty Program will lead to the automatic withdrawal of the program and the cancellation of the balance of existing points.

## **7. GENERAL FEATURES**

7.1. If there is any incorrect information in the statement or have any questions about the promotions in force, the participant may contact MyEvenia Service Center via e-mail to correct or expand the aforementioned information.

7.2. Evenia Hotels reserves the right to cancel, modify rules and exchanges offered within the Program, at any time and without prior notice.

7.3. In the event of cancellation of the Program, participants will have a period of 6 months from the date of cancellation to use MyEvenia points. After this period, the points will be canceled.

7.4. Evenia Hotels is not responsible for the impossibility of developing MyEvenia Loyalty Program due to force majeure or legal impositions.

7.5. References to Evenia Hotels regarding MyEvenia Loyalty Program will be understood to be made to the group composed of Evenia Hotels, S.L. and associated or commercially related companies.

7.6. General Conditions will be governed in accordance with Spanish laws and regulations.

7.7. Unless the applicable regulations establish another criterion, the controversies that may arise from this promotion will be submitted to the Courts and Tribunals of Barcelona.

7.8. Current General Conditions will be in force from September 17, 2020.

7.9 Evenia Hotels, in its capacity as organizer of this promotion, reserves the right to modify the conditions of this Program at any time, including its possible cancellation provided there is just cause, committing to communicate the new bases, conditions or cancellation in sufficient time.