

VALAMAR LOYALTY PROGRAMME TERMS AND CONDITIONS

1. GENERAL INFORMATION ON THE LOYALTY PROGRAMME

The Valamar Plus Club Loyalty Programme Holder (hereinafter: Loyalty Programme) is Valamar Riviera d.d., Stancija Kaligari 1, Poreč, Croatia, Tax No. (OIB): 36201212847 (hereinafter: Valamar), a leading hotel company in vacation tourism, creating authentic experiences for any tourist destination.

The purpose of the programme is to recognise and reward the loyalty of the guests of Valamar facilities. We want to provide our faithful and satisfied guests who return year after year with a higher quality service, an authentic adventure and an unforgettable experience.

Awards are given in the form of:

- Benefits during stays in Valamar facilities, depending on the level of membership
- Use of point redemption for stays that are paid via direct bookings
- Discounts with Loyalty Programme partners all in accordance with these Terms and Conditions.

The Loyalty Programme does not function as a prize contest. The Loyalty Programme guarantees rewards and each member that meets the conditions becomes entitled to various benefits. However, the unavailability of the desired benefits does not entitle the Loyalty Programme members to a discount on accommodation.

By joining the Loyalty Programme, each member declares that he or she has read and understood the provisions of the Terms and Conditions and accepts them in their entirety. The Loyalty Programme members are obliged to act responsibly and abide by the provisions of the Terms and Conditions.

2. LOYALTY PROGRAMME DEFINITIONS

Loyalty Programme: the loyalty programme organised by Valamar under the name of the Valamar Plus Club. The company Valamar Riviera d.d. holds the copyright to the loyalty programme.

Valamar +Club / Valamar Plus Club: a brand owned by Valamar. The wordmark and figurative mark are protected by the State intellectual property office under the numbers Z20150444 and Z20150445 respectively.

Stay: the period between the arrival (check-in) and departure (check-out). Depending on the number of overnight stays and the points accumulated in a single calendar year, members become eligible for different membership levels, i.e. benefits in accordance with the Terms and Conditions, with a two-night minimum stay required for benefit eligibility, which must be booked via the websites www.valamar.com or www.camping-adriatic.com, or at the Valamar Reservation centre no later than 48 hours before arrival.

Valamar facilities: accommodation facilities (hotel, resort or camping resort) owned by Valamar, as well as accommodation facilities owned by companies whose tourism operations are operated by Valamar (at the time of adoption of these Terms and Conditions: Imperial Riviera d.d., Jurja Barakovića 2, Rab, Croatia, Tax No. (OIB): 90896496260, HELIOS FAROS d.d. Naselje Helios 5, Stari Grad, Croatia, Tax No. (OIB): 48594515, Valamar Obertauern

GmbH, Gamsleitenstrasse 6, 5562 Obertauern, Tax No. (OIB): ATU50245104), in which the Loyalty Programme is being implemented:

Name of the hotel, resort or camping resort	Destination	Owned by the company:
Marea Valamar Collection Suites 5*	Poreč	Valamar Riviera d.d.
Isabella Valamar Collection Island Resort 4* / 5*	Poreč	Valamar Riviera d.d.
Valamar Tamaris Resort 4*	Poreč	Valamar Riviera d.d.
Valamar Diamant Hotel 4* & Residence 3*	Poreč	Valamar Riviera d.d.
Valamar Riviera Hotel & Residence 4	Poreč	Valamar Riviera d.d.
Crystal Sunny Hotel by Valamar 4**	Poreč	Valamar Riviera d.d.
Rubin Sunny Hotel by Valamar 3*	Poreč	Valamar Riviera d.d.
Valamar Pinia Hotel 3*	Poreč	Valamar Riviera d.d.
Lanterna Sunny Resort by Valamar 2*	Poreč	Valamar Riviera d.d.
Istra Premium Camping Resort 5*	Poreč	Valamar Riviera d.d.
Lanterna Premium Camping Resort 4*	Poreč	Valamar Riviera d.d.
Solaris Camping Resort 3*	Poreč	Valamar Riviera d.d.
Orsera Camping Resort 3*	Poreč	Valamar Riviera d.d.
Brioni Sunny Camping 2*	Pula	Valamar Riviera d.d.
Girandella Valamar Collection Resort 4*/5*	Rabac	Valamar Riviera d.d.
Valamar Sanfior Hotel & Casa 4*	Rabac	Valamar Riviera d.d.
Valamar Bellevue Resort 4*	Rabac	Valamar Riviera d.d.
Allegro Sunny Hotel & Residence by Valamar 3*	Rabac	Valamar Riviera d.d.
Miramar Sunny Hotel & Residence by Valamar 3*	Rabac	Valamar Riviera d.d.
Marina Camping Resort 4*	Rabac	Valamar Riviera d.d.
Tunarica Sunny Camping 2*	Rabac	Valamar Riviera d.d.
Koralj Sunny Hotel by Valamar 3*	Krk	Valamar Riviera d.d.
Krk Premium Camping Resort 5*	Krk	Valamar Riviera d.d.
Ježevac Premium Camping Resort 4*	Krk	Valamar Riviera d.d.
Škrila Sunny Camping 3*	Krk	Valamar Riviera d.d.
Valamar Atrium Baška Residence 4* & 5*	Baška	Valamar Riviera d.d.
Zvonimir Sunny Hotel by Valamar 4*	Baška	Valamar Riviera d.d.
Valamar Villa Adria 4*	Baška	Valamar Riviera d.d.
Corinthia Baška Sunny Hotel by Valamar 3*	Baška	Valamar Riviera d.d.
Baška Beach Camping Resort 4*	Baška	Valamar Riviera d.d.
Bunculuka Camping Resort 4*	Baška	Valamar Riviera d.d.
Dubrovnik President Valamar Collection Hotel 5*	Dubrovnik	Valamar Riviera d.d.
Valamar Argosy Hotel 4*	Dubrovnik	Valamar Riviera d.d.
Solitude Sunny Camping 3*	Dubrovnik	Valamar Riviera d.d.
Tirena Sunny Hotel by Valamar 3*	Dubrovnik	Imperial Riviera d.d.
Valamar Club Dubrovnik Hotel 3*	Dubrovnik	Imperial Riviera d.d.
Valamar Lacroma Dubrovnik Hotel 4*	Dubrovnik	Imperial Riviera d.d.
Valamar Parentino Hotel 4* Ex. Zagreb	Poreč	Imperial Riviera d.d.
Imperial Valamar Collection Hotel 4*	Rab	Imperial Riviera d.d.
Valamar Padova Hotel 4	Rab	Imperial Riviera d.d.
Valamar Carolina Hotel & Villas 4*	Rab	Imperial Riviera d.d.
Suha Punta Apartments 3*	Rab	Imperial Riviera d.d.
San Marino Sunny Resort by Valamar 3*	Rab	Imperial Riviera d.d.
Padova Premium Camping Resort 4*	Rab	Imperial Riviera d.d.
San Marino Camping Resort 4*	Rab	Imperial Riviera d.d.
Valamar Meteor Hotel 4*	Makarska	Imperial Riviera d.d.
Dalmacija [PLACESHOTEL] Hotel by Valamar	Makarska	Imperial Riviera d.d.
Rivijera Sunny Resort by Valamar 2*	Makarska	Imperial Riviera d.d.
HVAR [PLACESHOTEL] by Valamar	Hvar	Helios Faros d.d.
Helios Sunny Apartments by Valamar 2*	Hvar	Helios Faros d.d.

Valamar Amicor Green Resort Valamar Obertauern Hotel 4*	Hvar Obertauern	Helios Faros d.d. Valamar Obertauern GmbH
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Valamar has the right to remove facilities from the list of Valamar facilities, as well as to add them.

Client: a person who meets the conditions for joining the Loyalty Programme, although he or she has not done so yet and has not accepted the Loyalty Programme Terms and Conditions.

Loyalty Programme member: a person who has joined the Loyalty Programme and is entitled to the benefits thereof, in accordance with the membership level for which he or she is eligible and with the Terms and Conditions.

“Valamar Plus Club Starter” membership level: the basic programme level to which all members are initially assigned.

“Valamar Plus Club Insider” membership level: the membership level obtained by Loyalty programme members for staying 8 or more nights or accumulating 15.000 points for staying at the facilities included in the programme in a single calendar year. It includes “Insider” benefits in the form of products and services, in accordance with the current list of benefits.

“Valamar Plus Club VIP” membership level: the membership level obtained by Loyalty programme members for staying 20 or more nights or accumulating 45.000 points for staying at the facilities included in the programme in a single calendar year. It includes “VIP” benefits in the form of products and services, in accordance with the current list of benefits.

Point: a unit value expressed in reward points. Members collect points based on consumption during their stays at the facilities included in the programme and use the points through direct bookings.

Valamar Plus Club card: a card with a unique ID number given to each member as confirmation of his or her membership status for the purpose of tracking the membership level and obtaining benefits in accordance with the membership level of the member. The membership card cannot be transferred to other persons. The card is issued primarily in digital form, but it can be issued in a physical form as well at the special request of the member. All physical cards that have already been issued shall remain valid.

Benefits: Benefits provided to the members of the Loyalty Program. A detailed list of the benefits, depending on the membership level, as well as the conditions for benefit eligibility, is available on the websites: www.valamar.com/en/loyalty/valamar-plus-club/member-benefits and <https://www.camping-adriatic.com/loyalty/programme-description>.

Loyalty Programme Partner: legal or natural persons other than Valamar that provide certain benefits to the Loyalty Programme members related to their services (such as discounts on their services, etc.). Valamar is not the performer of the services provided by the Program Partners and does not guarantee the quality thereof. Valamar reserves the right to cease cooperation with the Program Partners at any moment without giving valid reasons.

Additional benefits: services provided to the members of the Loyalty Programme within the Valamar Facilities and/or Partner Programme. For a list of additional benefits, you need to log in to your online account. The list of benefits is available at:

<https://www.valamar.com/en/loyalty/valamar-plus-club/partner-benefits> and <https://www.camping-adriatic.com/loyalty/additional-benefits>. In order to become eligible for the additional benefits, the member must present the membership card on the basis of which his or her benefits are realised (digital or plastic).

3. MEMBERSHIP CONDITIONS

Membership in the Loyalty Programme is available to all natural persons over the age of 18.

Membership in the programme is free of charge.

Clients can join the Loyalty Programme by filling in the application form:

- on the websites www.valamar.com, www.camping-adriatic.com,
- directly at the front desk of Valamar facilities
- via the My Valamar mobile app,
- by scanning the QR code for access to the Loyalty Programme (which leads guests to the membership form at www.valamar.com)
- by calling the Valamar booking centre at +385 52 465 000

In order to join the Loyalty Programme, the client must fill in all the required fields: first and last name, sex, date of birth, mobile phone number, home address and e-mail.

Every member is required to notify Valamar about a change of the personal data entered in the application form. Valamar does not have any responsibility towards Loyalty Programme members with regard to their inability to use the Programme benefits due to providing erroneous or incomplete data.

4. THE VALAMAR PLUS CLUB CARD

The membership card will be automatically activated upon becoming a member.

After joining the Loyalty Programme, the member will receive an e-mail notification with instructions on how to download the card in digital form. In the case of an explicit request, the card can also be issued in physical form.

The registration of several persons for one member's ID number or multiple registrations of the same person for several accounts is not possible.

The card contains a unique ID number, which is non-transferable and should under no circumstances be revealed to a third party. Otherwise, he or she will lose all the rights guaranteed by the Loyalty Programme.

The membership card is non-transferable and may only be used by the Loyalty Programme member who is the cardholder.

The card is the property of Valamar, which reserves the right to withdraw or decline the membership card if a member fails to use the card in accordance with the membership terms and conditions.

The member is responsible for all actions pertaining to his or her card account.

Any fraudulent use of the card shall result in its immediate cancellation and the closing of the Loyalty Programme membership account.

In case of the death of a Loyalty Programme member, his or her rights will not be transferred to any heirs and the membership will be cancelled automatically.

5. LOYALTY PROGRAMME USER ACCOUNT

Each member has his or her own account.

To access the user account, the member will create his or her own password. If they forget the password, the members can at any time select the “Forgotten password” option on the websites www.valamar.com or www.camping-adriatic.com, after which they will receive information by e-mail on creating a new one.

Access to the user account is possible by logging in to the websites www.valamar.com and www.camping-adriatic.com and then entering, in the appropriate field, the e-mail address with which you have been registered for the Loyalty Programme or the card ID number and password.

In your user account, you can see, among other things, the following:

- your points status
- current membership level
- your active bookings
- your profile containing personal information, which you can update
- benefits
- additional benefits
- promotional offers

6. LOYALTY PROGRAMME POINTS

6.1 Ways to collect points

Members collect the Loyalty Programme points:

- for each of your **paid stays** at the Valamar facility. The points are only obtained through personal stays made by the member, as well as realised stays in the accommodation unit where the member is registered and where he or she is staying. In order to earn points, the payer for the stay must be a member of the Loyalty Programme.
- for all **paid services** received during the stays charged to the accommodation unit invoice of the Valamar facility. The points cannot be obtained on the basis of other expenses incurred by the member during his or her stay.
- during Valamar **promotional campaigns or special offers**, in case Valamar has made such a decision for a specific campaign.
- In the event of transferring a voucher to a friend in accordance with the rules of the Ambassador Programme.

Under no circumstances will points be accumulated, nor will they be valid for any nights or stays in the following cases:

- When paying for part of the stay or the whole stay with points.
- For stays of other persons (except in cases where such persons share an accommodation unit or if the members' underage children are staying at another accommodation unit), if there are several Loyalty Programme members staying at the

same accommodation unit at the same time, only one person/member is entitled to earn points for that stay.

- For stays booked via tour operators or online travel agencies.
- For stays booked through travel agents for which payment is not made directly to the facility's account or the account of Valamar (booking portals are also considered travel agents if payments are made directly into the portal operator's bank account).
- For stays made with coupons/vouchers, which have been purchased by a member on an online group sale portal.
- For services used and paid for with cash or credit card at external sales points (e.g. the hotel kiosk). We remind you that all costs must be charged to the account of the accommodation unit of the Valamar facility for guests to be entitled to collect points.
- For products and services provided by third-party companies (e.g. beauty salons, transfers, excursions, etc.) even if they were located within the Valamar facilities
- For services for which the hotel issues invoices to third parties, e.g. insurance and healthcare companies.
- For stays realised through prize contests/reward coupons/vouchers.
- If the invoice for stays/services has not been paid in full.
- For wedding banquets.
- For stays prior to the Loyalty Programme registration date, and
- For stays prior to the implementation of this version of the Loyalty Programme (for stays at hotels and resorts before 13 June 2017 and stays at campsites before 24 October 2018).

The member of the Loyalty Programme may not book accommodation for friends or family using his or her membership card or available points nor, by extension, obtain points on his or her account without staying with them at the booked facility.

Staying at Valamar facilities – campsites does not make regular guests, who are Loyalty Programme members, eligible for reward points; however, as Loyalty Programme members, they are eligible for the other benefits mentioned in the Programme in the form of products and services (additional benefits).

6.2 Number of points collected

The reward points system is subject to the following conditions, depending on the membership level:

- Valamar Plus Club Starter: 10 points for 1€
- Valamar Plus Club Insider: 11 points for 1€
- Valamar Plus Club VIP: 12 points for 1€

The points obtained in the above-described manner are automatically added to the Loyalty Programme member's user account. Points are added to each member's account no later than 7 days after checking-out.

The obtained points will only be added to the account of members who have personally stayed at the Valamar facility and/or have used services that allow them to obtain points.

The accumulated points have no cash value and may not be redeemed for money.

The member has the right to make a **subsequent points claim** if, in his or her opinion, the information pertaining to his or her account and/or movements, which has been sent by the programme, does not comply with the applicable Terms and Conditions. The member may submit a claim via his or her user account on the websites www.valamar.com or

adriatic.com or by calling Customer Care at + 385 52 408 222. The relevant hotel booking number must be indicated in every claim.

If all the conditions for earning points are met and the points are not registered in the Member's account, each member of the Loyalty Programme has the right to check and subsequently calculate points for all stays in the current and previous year. Points **will not be calculated** for older bookings/stays.

6.3 Point erasure

a) Points collected by staying in Valamar properties

If no activity (stay) is recorded for a loyalty programme member's ID number over a period of two years, all the points collected until that point will be cancelled without the possibility of recovery. Activity implies the last day of the stay.

b) Promotional points

Each promotion may have its own specific expiration date which will be appropriately indicated. Points will expire on the indicated date and will be removed from your account without prior notice.

6.4 Checking the points balance

Members can check their points balance at any moment by contacting Valamar via e-mail at info-loyalty@valamar.com or by calling +385 52 408 222, by logging into the web user account at www.camping-adriatic.com/loyalty or www.valamar.com/loyalty in the Plus Club section or via the My Valamar mobile app.

6.5 Point transfer

Points may be transferred between the Loyalty Programme accounts of different members via the websites www.valamar.com or www.camping-adriatic.com, or by calling +385 52 408 222. The member is the only person who can request the transfer of his or her points, while such requests made by other persons will not be taken into account.

The points transferred or received from another member will under no circumstances be taken into consideration for determining the membership level.

6.6 Point redemption system

The point redemption does not depend on the levels of membership but is equalised irrespective of the level. In order for a guest to obtain a discount of 1 EUR, it is necessary for the customer to have a minimum of 300 points in his or her account, i.e. 300 points are worth 1 EUR.

Using the accumulated points must be announced when booking the accommodation by contacting the Valamar Reservation Centre or added in the booking process via the websites www.valamar.com or www.camping-adriatic.com.

In case of **cancelling a booking** that entails the use of points, the following rules shall apply:

- Booking cancellation within the designated period (in accordance with the cancellation conditions indicated on the booking receipt) – the points shall be returned to the member's Loyalty Programme account
- Booking cancellation outside the designated period (in accordance with the cancellation conditions indicated on the booking receipt) – points shall not be returned to the member's Loyalty Programme account

In case of bookings with points, 100% of the points will be used if the member **fails to arrive** without prior announcement thereof (a so-called no show).

Payments using point redemption will not be accepted for stays or arranged services without a prior booking made on the websites www.valamar.com or www.camping-adriatic.com, or at the Valamar Reservation Centre. This is subject to revision or modification by Valamar at any moment.

Bookings made using point redemption cannot be **modified** after checking in at the front desk.

6.7 Voucher promotions and promotional points

Members can check the personalised promotions at any moment by logging into their account at www.valamar.com or www.camping-adriatic.com. These include birthday surprise promotions and voucher codes.

The promotional vouchers and points allocated to a member cannot be transferred to another Loyalty Programme member. Not applicable to vouchers transferred to friends within the Ambassador Programme.

Each promotion can have its own specific expiration date, which will be suitably indicated. Once this date has been reached, the points and promo voucher code will be removed from the account without prior notification. The member waives all claims with respect thereto.

Valamar reserves the right to offer different conditions for promotional vouchers and points earned as part of the promotion.

7. MEMBERSHIP LEVELS

In order for a member to obtain the membership levels described below, he or she must comply with the conditions defined below for each level within a single calendar year (from 1 January to 31 December).

The conditions for obtaining or maintaining the programme levels are as follows:

Valamar Plus Club Starter:

- the basic programme level to which all members are initially assigned

Valamar Plus Club Insider:

- a member who has stayed in the properties included in the programme for at least 8 nights in a single calendar year
- or has accumulated 15.000 points by staying at properties included in the programme in a single calendar year

Valamar Plus Club VIP:

- a member who has stayed for 20 nights in a single calendar year
- or has accumulated 45.000 points by staying at properties included in the programme in a single calendar year

In all of the above cases, the Member will have the period of a single calendar year to meet the aforementioned conditions stipulated by the membership level in question. Should a member meet the conditions required for a specific membership level, he or she will be upgraded to the next membership level 7 days after checking-out of the property that enabled him or her to meet the conditions. For example, if you were a Valamar Plus Club Starter, you would be upgraded to the Valamar Plus Club Insider membership level.

If none of the aforementioned conditions are met within a single calendar year, the member will be downgraded to the level immediately below at the end of the calendar year (31 December). For example, if you were a Valamar Plus Club VIP, you would be downgraded to the Valamar Plus Club Insider membership level.

Regardless of how many Loyalty Programme members are staying at an accommodation unit, only one person per accommodation unit, i.e. the person whose card ID number was specified during the booking or stay, may upgrade to the next membership level based on that stay.

8. AMBASSADOR PROGRAMME

The Ambassador Programme allows members of the Loyalty Programme to become “ambassadors” for Valamar by sending their personalised link to friends who have never stayed at Valamar properties before, thus allowing them to receive vouchers worth EUR 100.00. Each member of the Loyalty Programme shall be rewarded with 15.000 promotional points for every redeemed voucher (if their friend redeemed the voucher for a booking and completed their stay). 15.000 promotional points is equivalent to EUR 50.00. The Ambassador promotional points shall be valid for two years from the moment they were allocated to the member’s account. There is no limit on the number of vouchers that can be sent.

By clicking on “SELECT A SENDING METHOD” on the interface, members of the Loyalty Programme can choose the channel through which to send their personalised link to their friends:

- By clicking on “COPY LINK”, the personalised link will be copied to the clipboard, ready for the member to paste it in any type of message.
- By clicking on “E-MAIL”, the member’s default e-mail provider will pop-up, containing a personalised link and a default message ready to be sent. The default message cannot be edited.
- By clicking on “WHATSAPP”, the WhatsApp web server will open with the personalised link and a default message ready to be sent. The default message cannot be edited.

When sending, the member must be careful not to delete the personalised link.

After the friend receives the message, clicking on the personalised link will open a new web page.

On the new web page, the friend should enter their personal details and their e-mail, to which the voucher will be sent.

When entering personal data, the data entered in the database are checked, i.e. a check is made to see whether the person intending to redeem the voucher has already stayed at a Valamar property. If the check shows that the person has already stayed at a Valamar property, they shall not be eligible to redeem the voucher, and all data submitted in connection with the voucher shall be deleted. The friend will be immediately notified that they are not eligible to redeem the voucher, via the following message: "Only new guests are eligible to participate in the promotion."

In the event that a friend is eligible to redeem the voucher (if they have not stayed at a Valamar property in the last 10 years from the day of submitting the voucher application), the submitted personal data shall be stored in the database of issued vouchers that will be visible to Valamar as the data controller and to the member of the Loyalty Programme who sent the voucher message to the friend, for the purpose of keeping a record of redeemed and unredeemed vouchers. The data shall be kept for a maximum of four months from the date of submission of the data. In the event that a friend redeems a voucher and becomes a guest of Valamar, their data shall be kept in accordance with the Valamar Privacy Policy, in the section relating to Valamar guests.

The voucher is worth EUR 100.00. The friend can redeem it up to three months after it was created, for booking accommodation for stays within one year from the date of creating the voucher. The minimum value of the stay for which the voucher can be redeemed is EUR 500.00. The voucher is valid for persons staying at Valamar for the first time and is good for all Valamar properties. The friend that decides to redeem the voucher must enter it during the last step of the booking process, together with personal details. The voucher cannot be combined with other voucher promotions.

At the bottom of the Ambassador interface, the member of the Loyalty Programme has an insight into all sent vouchers in a table containing the voucher code, e-mail, and the status of the voucher until it becomes "EXPIRED".

The status of the voucher can be:

- SENT – a friend created a voucher via a personalised link sent to their address,
- EXPIRED – a friend created a voucher via a personalised link, but they haven't redeemed it for a booking, and it has been more than 3 months since it was created,
- RESERVED – a friend created a voucher via a personalised link and booked their stay,
- IN STAY – a friend created a voucher via a personalised link and booked their stay, and is currently staying at a Valamar property,
- USED – a friend redeemed the voucher by staying at a Valamar property

If a friend decides to use the voucher and submits personal data to Valamar in order to pick up and redeem the voucher, Valamar shall have a legitimate interest in the processing of personal data carried out for the purposes of direct marketing, primarily for sending marketing messages (newsletters) via e-mail, text messages and/or instant messaging platforms (Viber, WhatsApp, etc.). In these cases, the data subject shall have the right to object to such processing of their personal data at any time and free of charge by sending an e-mail to newsletter@valamar.com. They can also unsubscribe by clicking on the unsubscribe link at the bottom of each newsletter or by blocking the sender in accordance with the rules of the online channel used.

9. USE OF BENEFITS

All the rights under membership in the Loyalty Programme are exercised by the member through identifying as a member by specifying the membership card ID number.

All membership benefits obtained by members as part of the respective levels may only be used during stays with a minimum duration of two nights, which were booked online via the websites www.valamar.com or www.camping-adriatic.com, or at the Valamar Reservation Centre under the name of the person who is a Loyalty Programme member no later than 48h prior to his or her arrival.

If two Loyalty Programme members are staying in a single accommodation unit, they are not entitled to double benefits. Only one person per accommodation unit is entitled to the benefits, i.e. the holder of the card that was used to book the accommodation.

The exception to the previously established rule is benefits in the form of discounts on a la carte dinners and wellness treatments, in which case the discount is calculated with respect to the total amount of the account, regardless of the number of persons that have used the benefits, while the benefit of visiting one of the local sights consists of a ticket for two persons.

The membership benefits may be combined with benefits provided by other associations (ADAC, ACSI cards, etc.), except for payments. Discounts given by these associations cannot be used to reduce the cost of a stay during which the Loyalty Programme points are used, which means that he or she may obtain either a discount through the Loyalty Programme or other discount.

Complaints about the services indicated on the list of benefits may only be filed by presenting a voucher/ticket or retail bill at the establishment where the service was provided or a product was retrieved by a Loyalty Programme member. Valamar may give instructions with regard to the execution of obligations of third parties that provide Loyalty Programme members with services or products as part of the Valamar Loyalty Programme (particularly for providing benefit services).

If a Loyalty Programme member uses the Loyalty Programme benefits in the form of services provided by the Program Partners, then the provision of the aforementioned services is subject to the General Terms and Conditions of the Partner. Valamar will not be held accountable for any possible deficiencies pertaining to the provision of services, in which case the Loyalty Programme member must directly contact the service provider with regard to any requests pertaining to the quality and provision of services.

The stays and Loyalty Programme benefits cannot be transferred to the account of another Loyalty Programme member (current or recently opened).

10. PRIVACY POLICY

Valamar takes care of the personal data of Loyalty Programme members.

By accepting the membership and by creating your profile as a member of the Loyalty Programme, you confirm that you are aware of your personal data being processed by Valamar as the controller.

In the process of creating a profile, Valamar will process personal data:

- collected when filling in the membership application form (first and last name, sex, date of birth, e-mail, mobile phone number, address (street, house number, postcode, city/town and country),
- on all bookings and stays (dates of arrival and departure, facilities, type of accommodation unit),
- collected during the stay (e.g. facility, number of children, marital status, language, pets, interests and activities enjoyed during the stay, manner of travel, accommodation, destination preference, spending, etc.),
- collected by filling in a satisfaction survey,
- related to the membership itself (membership card ID number, number of points, number of points used, membership level, method of use of points, use of benefits, language used for communication, way of addressing someone, all data that you fill in when updating your profile – in the user account such as: interests, manner of travel, pets, preferred accommodation facility, preferred accommodation facility category, preferred destination, connection to social networks).
- related to activities in the Ambassador Programme.

The aforementioned data is stored in the Valamar guest databases for a period of 10 years from the moment of becoming a member or from the last stay at Valamar facilities.

Personal data is processed for the purpose of exercising the rights that you receive as a member of the Loyalty Programme.

Valamar will periodically send messages to each member of the Loyalty Programme containing notifications about news within the Loyalty Programme, special benefits, special offers, points balance and membership level.

Also, on the basis of legitimate interest, Valamar processes personal data for the purposes of direct marketing and for the purpose of profiling with the aim of sending personalised newsletters that are customised to your expressed interests, via e-mail, SMS and/or instant messaging platform (Viber, WhatsApp, etc.).

The member is not obliged to provide all of the above information, without any consequences for membership; however, some personal information is necessary for membership and the exercise of the right to benefits, such as: first and last name, information about stays on the basis of which points are collected, etc. Also, if we are missing some of the data, it is possible that the newsletters you will receive from us will be less customised to your interests, for example: if we do not have information that you are interested in cycling, that has no effect on the membership, but you may not receive a newsletter with information about benefits for cycling enthusiasts.

We particularly emphasise that the member has the right, at any time and free of charge, to object to the processing of the personal data in question, whether it is initial or further processing.

You can unsubscribe from any Valamar newsletter by sending an e-mail to newsletter@valamar.com or by clicking the unsubscribe link at the bottom of each newsletter, as well as by blocking the sender in accordance with the rules of the online channel you use. Unsubscribing from the newsletter is not related to the legitimate interest of Valamar to send service messages and satisfaction questionnaires on a specific stay, as well as other service messages, to members who are also guests of Valamar facilities.

You have the right to request from the Controller access, rectification, erasure or restriction of the processing, the right to file a complaint and other rights granted by the rules governing the protection of personal data.

For all questions related to personal data protection, as well as possible complaints and requests for exercising your rights, you can contact the Data Protection Officer at: dpo@valamar.com or by mail to the address Valamar Riviera d.d., Stancija Kaligari 1, Poreč, Republic of Croatia – for DPO.

More information on the protection of personal data and your rights can be found in the Valamar Privacy Policy, which is available at <https://www.valamar.com/en/privacy-policy> or at the front desk of the facilities.

11. MEMBERSHIP CANCELLING

Members may cancel their Loyalty Programme membership with a written notification at any moment without giving a valid reason via e-mail to info-loyalty@valamar.com or by calling +385 52 408 222. This implies the withdrawal of the member and the cancellation of participation in the Loyalty Programme, which permanently terminates the relationship between the member and the Loyalty Programme, as well as all the benefits associated with membership in the Loyalty Programme.

If the member requests the erasure of his or her data in any of the Valamar databases, the member will be sent an e-mail inquiry as to whether he or she wishes to remain a member of the Loyalty Programme. If the member replies that he or she does not want to or does not provide a response, the member will be deleted from the membership of the Loyalty Programme within 30 days.

Valamar may cancel the membership in all cases of non-compliance with the provisions of these Terms and Conditions, particularly in the event of revealing the card ID number to other persons, enabling the use of the card to other persons for the purpose of using the benefits, etc.

In case of the death of a Loyalty Programme member, the points will not be transferred to his or her heirs and will be automatically cancelled, while the membership card will become invalid.

Upon the termination of the Loyalty Programme, the membership thereof will be cancelled automatically.

In any case of the cancellation of membership, the membership card is deactivated. In this case, it is not necessary to return the physical card to Valamar, but it must no longer be used.

12. FINAL PROVISIONS

Except in cases of intent or gross negligence, Valamar is not to be deemed responsible for damages incurred (1) due to failure of the member to exercise any of his or her rights under the membership, and/or (2) due to system malfunction and incorrectly awarded benefits, and/or (3) due to the non-calculation of points as a result of system errors and unauthorised access to systems (computer attack, etc.), and/or (4) due to theft, loss, copying or other unauthorised use of the card and the available points that it contains, and/or (5) due to a situation in which the use of the Programme benefits is temporarily not available

Valamar assumes no responsibility for the accuracy of the information provided in the member's application form and for any damages (material or non-material) that may occur on that basis.

In the event of a dispute between Valamar and a Loyalty Programme member, Croatian law shall apply.

Any disputes pertaining to the provisions and application of the General Terms and Conditions shall be settled primarily by mutual agreement, or if this is not possible, the territorial jurisdiction of the competent court shall be determined according to the headquarters of Valamar.

13. LOYALTY PROGRAMME NOTIFICATIONS

Valamar has the right at any time to make amendments to the Terms and Conditions of participation in the Loyalty Programme, as well as to the General Terms and Conditions, in particular the right to modify the list of Valamar facilities, together with the list of benefits and possible restrictions. When making amendments to the Terms and Conditions of participation in the Loyalty Programme, Valamar shall take the interests of the Loyalty Programme members into consideration. The amendments to the Terms and Conditions will be published on <https://www.valamar.com/cmsmedia/loyalty/terms-conditions-en.pdf>.

Valamar reserves the right to terminate the Loyalty Programme and/or replace it with another reward programme at any time and without giving valid reasons.

Valamar shall take all the necessary measures to notify the members about amendments or the termination of the Loyalty Programme in a timely manner and shall not be held accountable for any potential losses or damages incurred by the members once the specified amendments take effect.

The termination or amendment of the Loyalty Programme does not constitute a valid ground for the Loyalty Programme members to claim damages against Valamar.

All information pertaining to the Loyalty Programme is available on the websites www.valamar.com/loyalty or www.camping-adriatic.com/loyalty.

In case of any inquiries pertaining to membership or notifications about the modification of personal data or any other data relevant to membership, the member may send an e-mail to info-loyalty@valamar.com or call +385 52 408 222.

The General Terms and Conditions shall enter into force on the date of their adoption.

Poreč, 7 April 2022
VALAMAR RIVIERA d.d.