

## GENERAL TERMS AND CONDITIONS FOR THE SALE OF SERVICES BY THE LOUVRE HOTELS GROUP

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OWNER, HOST and PUBLISHER OF THE SITE

LOUVRE HOTELS GROUP

[Société par actions simplifiée (simplified joint stock company)] with capital of €117,624,016, RCS Nanterre 309 071 942, with their registered offices located at Tour Voltaire, 1 place des Degrés, 92800 PUTEAUX / LA DEFENSE.

Publication Manager: Olivier Daurat

Tel.: +33 (0)1.73.21.98.99 - Email: [relation@louvre-hotels.com](mailto:relation@louvre-hotels.com)

individual VAT No.: FR 16 309 071 942

SIRET : 309 071 942 00 127

MOBILE APPLICATION REFERENCING

[Google Play Store](#)

[Apple Store](#)

PLEASE CAREFULLY READ THE GENERAL TERMS AND CONDITIONS FOR THE SALE OF SERVICES BY THE LOUVRE HOTELS GROUP BEFORE MAKING A BOOKING

As the head company of a hotel franchise network, LOUVRE HOTELS GROUP sells the services offered on its LOUVRE HOTELS GROUP sales site, on the sales sites of its commercial brands, on its mobile applications and on a platform dedicated to its loyalty program (hereafter referred to as the "Services").

These General Terms and Conditions of sale (hereinafter referred to as the "T&Cs") apply to any booking made by a natural person who is not an individual commercial trader (hereinafter the "Guest") on the LOUVRE HOTELS GROUP Services, in an establishment affiliated with

the LOUVRE HOTELS GROUP operated in particular under the brands Première Classe, Campanile, Kyriad, Kyriad Prestige, Kyriad Direct, Tulip Inn, Golden Tulip, Royal Tulip, Sarovar, Tulip Résidences (hereinafter the “Commercial Brands”) and in the establishments of partner brands (the “Partners”). Some of the pages of the Services are dedicated to special offers from LOUVRE HOTELS GROUP to, in particular, legal entities (for example: Welcom Sport). Where applicable, the terms and conditions of these professional or special offers can be found on the dedicated pages.

The Guest should contact their chosen establishment to find out the terms and conditions of stay for each establishment (hereinafter referred to as the “ T&Cs of Stay”).

By using the Services, the Guest acknowledges that they have full legal capacity allowing them to be bound under these T&Cs and guarantees the truthfulness and accuracy of the information provided.

The Guest chooses the offers presented on the Services that are valid at their time of consultation.

The Guest's agreeing to the T&Cs comes into effect at the time of booking, so that the Guest acknowledges having read and accepted them without reservation; it is not possible to make a reservation without this acceptance.

Sale of Partner brands:

The LOUVRE HOTELS GROUP's relationship with its Partners is governed by commercial agreements entered into between the LOUVRE HOTELS GROUP and the Partners. The conditions that apply to the bookings made for the Services provided by the Partners are described in Article 5 of the T&Cs.

The Guest duly also notes the fact that the Partners may require the Guest to accept their own General Terms and Conditions of sale as part of a booking. Where a booking is made at a hotel belonging to a Partner of the LOUVRE HOTELS GROUP, the Guest should contact the selected Partner to inquire about their T&Cs of stay.

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ARTICLE 1: DEFINITIONS

The terms defined in this article beginning with capital letters, whether they are used in the singular or plural in the GT&Cs, will have the following meanings:

“Mobile applications“: refers to the mobile applications operated by the LOUVRE HOTELS GROUP which the Guest can download and access from a mobile telephone or a tablet, which the Guest can use to make bookings at the establishments.

“Guest(s)“: refers to the non-trading, adult and competent individuals who make personal bookings (as opposed to group bookings) for personal purposes on the LOUVRE HOTELS GROUP Services.

“GT&Cs of Stay“: refers to the document(s) issued by each establishment and describing the Terms and Conditions of stay in their establishment, in particular the check in and check-out times, child policies, etc. The Guest should contact the establishment they have selected to review its T&Cs of Stay.

“Data“: refers to all the information provided by the Guest when making the booking, about themselves and about third-party individuals for whom they are making the booking, including personal data.

“Personal Data“: refers to any information about a directly or indirectly identified or identifiable individual, in particular by reference to an identifier such as a name, identification number, location data, online username or one or more particular indications specific to their physical, physiological, genetic, mental, economic, cultural or social identity.

“Establishment(s)“: refers to the hotel establishments under the Commercial Brands of the LOUVRE HOTELS GROUP or the Partners for which it is possible for a Guest to make bookings using the Services and, if applicable, the Partner hotel establishments.

“Offer(s)“: refers to the accommodation offered (beds, rooms, apartments, villas, etc.) in an Establishment advertised in the Services, including in particular the description of the Establishment, the presentation and specific features of each accommodation, the applicable rate, the conditions of guarantee and cancellation. The Guest is reminded that depending on the Establishment booked, different T&Cs of Stay by Establishment may apply. Where applicable, the Guest can contact the Establishment they have selected to find out more about them.

“Partner(s)“: refers to any commercial partner of the LOUVRE HOTELS GROUP, stakeholder in the hotel and tourism sector, operating its business under the commercial brands of which it is the owner and with which the LOUVRE HOTELS GROUP has entered into an agreement allowing it to make the sale of accommodation services available at its establishments on the Services.

“Booking(s)”; “Online booking(s)”: booking(s) of accommodation at an Establishment via the Services.

“Personal Bookings”: unlike a “Group” booking, this means a booking that may include a maximum number of accommodations and/or persons. Beyond this maximum number, these T&Cs are not applicable and T&Cs and rates specific to Group Bookings will apply. In this respect, the Guest is hereby notified that the LOUVRE HOTELS GROUP and/or the Establishment reserve the right to cancel an Individual Booking and to redirect the Guest to the Group Booking department if they realize that two online Bookings were made in succession by the same Guest and/or the same persons involved in the stay, for the same dates of stay and including a number of accommodations and/or persons above the maximum number for a Personal Booking on the Services.

“Services”: means the Site, the Sites of the commercial brands, the site dedicated to the LOUVRE HOTELS GROUP loyalty program, and the Mobile applications on which Guests may make Personal Bookings in the Establishments.

“Site”: refers to the website operated by the LOUVRE HOTELS GROUP under the brand LOUVRE HOTELS GROUP on which the Commercial Brands of the LOUVRE HOTELS GROUP are marketed and on which the Guests can make Bookings at the Establishments.

“Commercial Brand Sites”: refers to the websites on which the Commercial Brands of the LOUVRE HOTELS GROUP and (on certain sites) the Partner brands are marketed, and on which the Guests can make Personal Bookings at the Establishments.

“Reserved rate”: means the Price and the conditions applicable (cancelation, changes, etc.) by virtue of these GT&Cs and the Offer issued by the Establishment, selected and accepted by the Guest as part of their Booking and after confirmation of their Booking. This Rate can include local and/or additional taxes corresponding in particular to the additional services selected by the Guest.

## ARTICLE 2: SCOPE: PERSONAL BOOKINGS

These GT&Cs are applicable exclusively to the Personal Bookings made on the Services.

Depending on the Services, the maximum number of accommodations that can be booked as part of a Personal Booking as per the GT&Cs is nine (9) accommodations or a maximum of fifteen (15) people.

For any Booking for a larger number of people and/or accommodations, the Guest must complete the contact form found on the “Contact” page of the Services.

Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

### ARTICLE 3: BOOKINGS – GENERAL RULES

#### (i) Booking Process

-The online Booking made by the Guest is done via the Services.

-The Booking is deemed to have been made as soon as a reservation number is communicated to the Guest on the confirmation screen; the Guest receives their booking confirmation via e-mail.

For each Booking, a Booking number is issued to the Guest. It allows the Guest to cancel their Booking when this is made possible by the specific terms and conditions applicable to the Guest’s Reserved Rate.

- Prior to any Booking on the Services, the Guest undertakes to enter the mandatory information requested on the online Booking form.

#### (ii) Display of prices

For any Booking on a Service, the prices are valid at the time that the Guest consults the Service.

Depending on the legislation of the country, the “from” prices are displayed inclusive of all taxes or excluding taxes at their time of viewing. In any event, before the confirmation of the Booking is issued, the price to be paid by the Guest is displayed with the details of the applicable taxes in the Booking summary. This price includes the taxes applicable on the day of viewing, and any change to the applicable rate will automatically be passed on to the prices displayed on the billing date.

By default, prices are displayed in the currency of the language selected by Guest for the Service, or in the default currency of the browser used by Guest to access the Service.

Any conversion to a different currency than the one used by the Establishment is provided as information only and on a non-contractual basis.

All the Bookings, regardless of their origins, are payable in the local currency of the Establishment, except for specific provisions indicated on site by the Establishment. The Guest may contact the Establishment directly to find out this information and learn about its GT&Cs of Stay.

If the debit to the Establishment is made in a currency other than the one confirmed in the Booking, the fees for currency transactions are paid by the Guest.

In the event that there are changes to the conditions of the Offer during the Booking process on the Service (e.g.: rates, availability, etc.), the Guest will be informed thereof before their Booking is confirmed.

The Prices are dynamic and subject to change at any time without being applicable to Bookings already confirmed, except for changes to the legal and regulatory taxes imposed by the competent authorities.

As at the time of making a Booking on the Services, the Guest has a choice between two different rates:

The prepaid rate: booking on the internet at least one (1) day in advance to receive a discount of up to ten percent (10%) at participating Campanile, Kyriad and Kyriad Prestige hotels, and up to eight percent (8%) at participating Première Classe and Kyriad Direct hotels, on the room rate only. Offer is subject to dates and availability at this rate. Non-refundable, non-modifiable, non-cancelable and cannot be combined with other promotions. ID must be presented at the hotel during your stay.

Special rate: Booking on the Internet at least one (1) day in advance, entitling you to a fifteen percent (15%) discount on room-only rates at participating Première Classe and Kyriad Direct hotels. Booking can be canceled and changed free of charge up to midnight three (3) days before the scheduled check in date (local hotel time). After this date, the full price of the Booking is due and will be charged to the Guest's credit card. Any change made before 6:00 p.m. on the Guest's scheduled check in date will be charged at the rate applicable on the date on which the change is made.

Flexible rate: booking on the internet can be canceled and amended free of charge up to 6:00 p.m. on the check-in date (local time of the Establishment). After this time, a penalty corresponding to the amount of the first night booked will be debited from the Guest's card. Any change made before 6:00 p.m. on the Guest's scheduled check in date will be charged at the rate applicable on the date on which the change is made.



Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

### (iii) Cancellation/Amendment of the Booking by the Guest

For each Booking, a Booking number will be issued to the Guest, which will allow them to cancel their Booking, where this is made possible by the specific Terms and Conditions applicable to the Guest's Reserved Rate.

The conditions of the Reserved Rate specify the Terms and Conditions of cancellation and/or change to the Guest's Booking. Where the Guest's Reserved Rate makes this possible by the guest, any cancellation can be made under the "My Bookings" section in the Guest's space or from the central booking office or by contacting the Establishment.

It is hereby specified that pre-paid Bookings are non-cancelable/non-refundable (except for the HOSHO establishment, which offers a pre-paid rate that is flexible, and can be canceled and amended). The bank card is debited by the full amount of the stay, including taxes (with the exception of local taxes, which are always paid by the Guest at the Establishment), on the day of Booking or on the Guest's check-in date at the Establishment.

The Booking can be changed directly with the Establishment, whose telephone contact information is specified in the Booking confirmation sent via e-mail.

In the event of an interruption in the stay attributable to the Guest, the full price agreed will be collected.

All Bookings are reserved by name and can under no circumstances be transferred to a third party, whether free of charge or at a cost or for commercial purposes.

Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

Promotional offers: Promotional offers may be made by the Services. If applicable, the terms of the offers will be mentioned in the page dedicated to the offer and in the terms and conditions of the Reserved Rate.

Pursuant to Article L.121-21-8 of the French Consumer Code, the right to retraction provided in Article L.121-21 is not applicable.

### (iv) Booking times for the Services

In most of the Establishments, the online sale of accommodation through the Services will stop on the same day between 8:30 p.m. and 10 p.m. (at the Establishment's local time) depending on the Commercial Brand. The Guest can contact the Establishment after this time to check for available accommodation.

Please note, most of the CAMPANILE, PREMIÈRE CLASSE and KYRIAD, KYRIAD DIRECT, and KYRIAD PRESTIGE Establishments close at 11:00 p.m. (local time of the Establishment). Late check in is possible; the Guest can contact the Establishment to find out these arrangements.

The Guest can contact the Establishment concerned to find out its T&Cs of Stay.

Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

## ARTICLE 4: PAYMENT

### 1 - General rules

All the Bookings, regardless of their origins, are payable in the local currency of the Establishment, unless otherwise stipulated. The Guest should contact the Establishment to find out about its T&Cs of Stay and its specific rules of payment.

If the debit to the Establishment is made in a currency other than the one confirmed in the Booking, the fees for currency transactions are paid by the Guest.

Bank guarantee: For any Booking made on the Services, excluding bookings requiring online pre-payment, the Guest will be asked for their bank card number (and expiry date) as a guarantee. The bank card will not be debited and the payment for the stay is made directly to the Establishment on the date of arrival or departure (depending on the T&Cs of Stay of each Establishment), unless the Guest does not appear at the Establishment and if they have not canceled their Booking beforehand according to the conditions of cancelation of the Reserved Rate.

Bank pre-authorization as a guarantee: Each Establishment has specific pre-authorization requirements. On the date on which the Guest checks in, the Establishment may request a pre-authorization from the Guest's bank on their bank card to cover the cost of the booking, plus a lump sum to cover expenses incurred during the stay that are not included in the reserved rate (such as minibar consumption or tourist tax), and any damage to the room caused by the Guest. The pre-authorization is a fixed sum of money which is designated by the Establishment based on the number of rooms and nights booked. This cash sum is earmarked on the cardholder's account. Apart from some rare exceptions relating to contracts concluded between banks and payment terminal (TPE) suppliers, the bank pre-authorization is not debited. However, depending on the banking establishment, the pre-authorization request may, temporarily reduce the limit on the bank card used by the Guest to guarantee the potential debit, or may appear as a pending debit. At the end of the stay and following payment of the booking, the Establishment will request that the pre-authorization from the guest's bank be canceled, unless the situation for which the request was made actually occur within the duration of the stay. It usually takes twenty-four (24) to forty-eight (48) hours to discharge the pre-authorized amount, but depending on the guest's bank, it may take up to seven (7) working days or more.

To activate a pre-authorization request, the Guest will be asked to provide their bank card information. The Guest is informed in advance of the features of the pre-authorization request. The bank card data is stored by the payment provider under a strict bank data security policy. In the event that the Guest's bank refuse the pre-authorization, the booking cannot be guaranteed.

The Services propose a certain number of promotional offers where online pre-payment alone is offered to the Guest. PLEASE NOTE: in this case, no amendment, cancelation or any refund will be possible and the total stay will be debited from your bank card. Pursuant to Article L.121-21-8 of the French Consumer Code, the right to retraction provided for in Article L.121-21 of the French Consumer Code is not applicable.

In the event of pre-payment: pre-paid Bookings are non-cancelable/non-refundable (except for the HOSHO establishment, which offers a pre-paid rate that is flexible, cancelable and modifiable). The bank card is charged the entire amount of the stay, including taxes (with the exception of tourist taxes, which are always paid by the Guest at the Establishment), on the day of Booking or on the check in date of the Guest at the Establishment. The Guest can contact the Establishment to find out about the applicable legislation.

No Show: In the event that the Guest does not show up at the Establishment on the day of their Booking, the latter is considered canceled and the conditions of cancelation of the Reserved Rate apply. The Guest may be debited for the first night or the full stay depending on the conditions of the Reserved Rate.

Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

## 2 - Payment methods

### Methods of payment on the Services

Payment on the Services is made by bank card.

Prepayments made on the online Services, by bank card, are secure. Depending on the monetary and geographical criteria, they are collected either directly by the selected Establishment or transit via the LOUVRE HOTELS GROUP's technical service provider. Where applicable, the Guest is redirected to the technical service provider's secured webpage to make their payment.

The Guest may be asked to produce the same bank card with the same number as the one used at the time of Booking to guarantee the booking or to make the prepayment. Failing this, the Booking may not be guaranteed.

When the payments are collected on the Services either directly by the Establishments, or through the LOUVRE HOTELS GROUP's technical intermediary, the bank cards that are accepted are Visa and Master Card. Other methods of payment that are likely to be accepted include Carte Bleue, American Express, AlliPay, WeChatPay and UnionPay. For any online

Booking and/or payment, only the methods of payment accepted by the Establishment where a Guest has made a Booking may be selected by the Guest on the Services.

Specific conditions may apply in the context of selling by Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

Security of payments on the Services:

In order to ensure the security of bank card payments on the Services, the Guest must send LOUVRE HOTELS GROUP the visual cryptogram (CVV) which appears on the back of the bank card used by the Guest. The security of the payment is based on the Guest being authenticated using a code and on the confidentiality of all data transmitted by them.

Any payment that is irregular, inoperative, incomplete or fraudulent for reasons attributable to the Guest will result in the cancelation of the Booking at the Guest's expense, without prejudice to any civil or criminal action being taken against them.

Booking Data

As part of fighting online fraud, the information on the Guest's Booking may be forwarded to any third party authorized by law or appointed by the LOUVRE HOTELS GROUP, for the sole purposes of verifying the Guest's identity, the validity of the Booking and the method of payment used.

Following this check, LOUVRE HOTELS GROUP reserves the right to request a photocopy of the Guest's identity card and/or any information about the Guest's identity. The Guest has a right to access, rectify and delete the personal data relating to them which is processed by the LOUVRE HOTELS GROUP, under the conditions provided for in the personal data protection policy which can be accessed on the Service by clicking on the link located on the homepage of the Services (link at the bottom of the Service page).

Methods of payment at the Establishment

The methods of payment accepted (other than cash) are as follows: Visa and Master Card. Other methods of payment are likely to be accepted, such as: American Express, UnionPay, etc.

We invite the Guest to contact the Establishment regarding the accepted payment methods.

Specific conditions may apply as part of the sale of Partner Establishments. In this case, the Guest must refer to Article 5 of the GT&Cs.

## ARTICLE 5: Partners

### 1 - Sale on Third-party Travel Sites

The LOUVRE HOTELS GROUP enters into partnership agreements with third-party travel sites.

These partnerships are intended to enable the Guest, to search for, select and book accommodation in the Establishments of the various LOUVRE HOTELS GROUP Commercial Brands, by using the services of the third-party travel sites.

In this case, the Partner is the Guest's main point of contact for any questions regarding their Booking.

The Bookings by the Guest via the third-party travel sites are made by means of the electronic Booking form which can be accessed online on the website and the mobile services of the third-party travel sites.

The terms and conditions applicable to the Guest's stay at the selected Establishment are the Establishment's GT&Cs. The Guest can contact the Establishment to find out more about them.

#### Booking with Partner brands

LOUVRE HOTELS GROUP enters into partnership agreements with third-party stakeholders and hotel and tourism brands: the Partners.

These partnerships are intended to enable the Guest to search for, select and book accommodation in the Establishments of LOUVRE HOTELS GROUP's Partner brands on the Services.

Where applicable, the Guest enters into a direct contractual relationship with the Partner with which they made a Booking.

From the point that the Guest makes a booking at a Partner brand by using the Services, the Guest acknowledges that the LOUVRE HOTELS GROUP acts in the capacity of intermediary between the Guest and the Partner to facilitate their Booking on the Services.

When Booking at an Establishment within the LOUVRE HOTELS GROUP's Partner brands, the Guest should contact the Establishment selected to find out the GT&Cs of Stay.

LOUVRE HOTELS GROUP intercedes by forwarding the details of the Guest's Booking in a confirmation e-mail that it will send to the Guest on the Partner's behalf.

The information on the Partner offers displayed on the Services is based on the information communicated by the Partners to the LOUVRE HOTELS GROUP. The Partners display their offers on the Services through a connectivity system or an extranet.

The Guest acknowledges and accepts that the Establishments of the Partner brands are responsible for the information forwarded and for updating their rates, fees, prices, availability, conditions and other information displayed on the Services.

The LOUVRE HOTELS GROUP cannot verify or guarantee the accuracy, precision or exhaustiveness of the information. As a result, LOUVRE HOTELS GROUP is not liable for any error, interruption in service, inaccurate, misleading or erroneous information or even for any lack of information from the Partners.

Each Partner whose offers are made available on the Services remains liable at all times for the accuracy, completeness and correctness of the information and offers about them and which are displayed on the Services, including its rates, prices, fees, conditions and availabilities.

The Booking is considered to consist of the communication of a booking number to the Guest on the confirmation screen; the Guest receives their booking confirmation via e-mail.

Specific conditions of the Partners' offers:

By making a Booking with a Partner, the Guest accepts the conditions applicable to the Reserved Rate (in particular: amendment, cancelation, no-show, rates, refund policies, taxes, promotional offers, etc.).

The conditions applying to the Partner brand's Reserved Rate are those communicated by the Partners to the LOUVRE HOTELS GROUP and which the LOUVRE HOTELS GROUP displays on the Services.

The LOUVRE HOTELS GROUP recommends that the Guest should contact the Establishment to check the conditions displayed by the Partners on the Services.

Methods of payment - Partner brands:

When it is made available by the Services and the agreement existing between the LOUVRE HOTELS GROUP and the Partner, the Guest has the option to pay their Booking directly on the Services (in full or in part in accordance with the conditions of the Partner's offer) using secured online payment methods. For certain Bookings, the LOUVRE HOTELS GROUP's technical intermediary manages the payment on behalf of the Partner.

The Partners' General Terms and Conditions of sale can be accessed by clicking on the links below:

The Lucien Barrière Group:

<https://www.hotelsbarriere.com/fr/informations-legales/conditions-generales-de-vente.html>

#### ARTICLE 6: SPECIFIC TERMS AND CONDITIONS OF PROMOTIONAL OFFERS AND/OR SPECIAL OFFERS

At different periods of the year, the LOUVRE HOTELS GROUP releases promotional offers and/or special offers to which specific rates and specific terms and conditions of sale apply, which can be consulted under the following conditions:

By clicking on the tab on the Site or the Mobile Application corresponding to the promotional offer and/or special offer applicable to the Guest's Booking;

By the Guest browsing on the Site or Mobile Application;

To benefit from these Promotional Offers and Special Offers giving access to special rates (sport, senior, corporate), the Guest may be asked to enter a specific personal code to justify the said rate being applied.

#### ARTICLE 7: SPECIFIC TERMS AND CONDITIONS OF LOYALTY PROGRAMS

THE LOUVRE HOTELS GROUP allows Guests to join its loyalty program. The General Terms and conditions of use and/or purchase, where applicable, can be consulted by clicking on the corresponding links on the Services. These loyalty programs are not necessarily valid for use with the Partner brands. The Guest is invited to consult the General Terms and Conditions of the loyalty program to find out.

#### ARTICLE 8: LIABILITY

8.1 The LOUVRE HOTELS GROUP and the Guest undertake to execute their commitments in good faith in accordance with the T&Cs, and are liable for the damages that they could cause to the other Party due to a breach that would be attributable to them.

8.2 By making a Booking through the Services, the Guest is bound to a direct contractual relationship with the Establishment. The conditions applicable to their stay at the Establishment are specific to each Establishment. The Guest is invited to contact the Establishment selected to find out its T&Cs of Stay.

In particular, as soon as the Guest makes a Booking on the Services, THE LOUVRE HOTELS GROUP acts only in the capacity of intermediary between the Guest and the Establishment, by forwarding the Booking details to the Establishment in question and by sending the Guest a confirmation e-mail in the name and on behalf of the Establishment. The Guest recognizes and accepts that the LOUVRE HOTELS GROUP has solely the role of intermediary and therefore the LOUVRE HOTELS GROUP cannot be held responsible for:

the use of Data by the Establishment: The LOUVRE HOTELS GROUP, in its capacity as technical service provider, does not exercise any control over the Establishment's use of the Data transmitted by the Guest.

Offers: the Establishments update the Offers and in particular all their rates, availability and other information relating to the Offers. The LOUVRE HOTELS GROUP endeavors to ensure the accuracy of the Offers, in particular regarding the availability, price and description but cannot guarantee the reliability and completeness thereof or whether the Offers are in line with the information in its possession. The Guest is invited to contact the Establishment concerned to find out its T&Cs of Stay.

reserved stays: once the Establishment confirms the Booking to the Guest via e-mail, the Establishment becomes the Guest's main point of contact.

In all cases, the Establishment is solely responsible for the way in which the stay passes and, more generally, is solely responsible for the relationship with the Guest, particularly with regard to the Offer and the Booking. The Guest should contact the Establishment to find out about its T&Cs for the stay.

8.3 The photographs shown on the Services are for information purposes and are non-contractual. Even though every effort has been made to ensure that the photographs, graphic representations and texts provided to illustrate the Establishments presented give a preview of the proposed accommodation service that is as accurate as possible, variations may occur, in particular due to changes of furniture or possible renovations.

8.4 The company LOUVRE HOTELS GROUP cannot be held responsible for the non-execution or poor execution of the Guest's Booking in the event of force majeure, an unforeseeable and insurmountable act of a third party, any act of the guest, in particular the



unavailability of the internet network, inability to access the Services, external intrusion, computer viruses or in the case of unauthorized prepayment by the bearer bank.

8.5 Hypertext links may redirect to sites/services other than the Site, the Commercial Brands Sites and the Mobile Application of the LOUVRE HOTELS GROUP, which accepts no responsibility for the content of these sites and services.

8.6 The Guest acknowledges the risks of using the internet. The LOUVRE HOTELS GROUP will do its best to ensure the correct functioning of the Services from its suppliers but would not guarantee that the Services are anomaly or malfunction-free. The LOUVRE HOTELS GROUP would subsequently not be held liable for damages resulting from the use or complete or partial inability to use the Services. In particular, it shall not be held liable in the event of non-performance or improper performance due to the Guest, a third party or due to force majeure.

8.7 Partners: The Guest is reminded that in accordance with Article 5 of the T&Cs, the Partners are liable for the offers that they place on the Services. In this regard, the LOUVRE HOTELS GROUP acts as an intermediary between the Guest and the Partner.

The LOUVRE HOTELS GROUP acts by forwarding the details of the Guest's Booking in a confirmation e-mail that it will send to the Guest in the name and on behalf of the Partner.

The LOUVRE HOTELS GROUP cannot verify or guarantee the accuracy, precision or exhaustiveness of the information. As a result, the LOUVRE HOTELS GROUP is not liable for any errors, interruptions in service, inaccurate, misleading or erroneous information or even any lack of information from the Partners.

Each Partner whose offers are made available on the Services remains liable at all times for the accuracy, completeness and correctness of the information and offers about them and which are displayed on the Services, including its rates, prices, fees, conditions and availabilities.

8.8 Any Booking or payment that is invalid, inoperative, incomplete or fraudulent for reasons attributable to the Guest will result in the cancellation of the booking at the expense of the Guest without prejudice to any civil or criminal action against the latter.

8.9 When making a Booking and during their stay, the Guest undertakes not to harm members of the staff of the Establishment or third parties present in the Establishment in any way. Such behavior may lead the Establishment to evict the Guest from the Establishment without the Guest being able to claim any right to compensation.

## ARTICLE 9: CHANGES TO THE GT&Cs

The applicable T&Cs are those accepted by the Guest at the time of the Booking. However, the LOUVRE HOTELS GROUP reserves the right to amend these T&Cs at any time, without notifying the Guest. The said changes will become effective immediately. Any use of the Services subsequent to the T&Cs being amended will imply acceptance by the Guest of the said amendments. As a result, it is recommended that the Guest regularly consults these T&Cs in order to take note of the said changes, to print and keep a copy of the T&Cs.

## ARTICLE 10: PERSONAL DATA

LOUVRE HOTELS GROUP is likely to collect Personal Data in particular from the Guests (hereinafter the "Data Subjects"), in particular during the Booking and authentication of the Guests, as part of managing access to and the use of the Services.

For more information on the protection of their Personal data, Guests are invited to consult the Confidentiality Policy which can be accessed on the Services, the Application or by clicking on the following links:

On the Site : <https://www.louvrehotels.com/fr/donnees-personnelles>

On the Commercial Brands Sites:

PREMIÈRE CLASSE : <https://www.premiereclasse.com/fr/donnees-personnelles.html>

HOSHO: <https://manage.cloudinn.net/reservation/online/##/rooms>

CAMPANILE: <http://www.campanile.com/fr/données-personnelles.html>

KYRIAD, KYRIAD PRESTIGE, KYRIAD DIRECT: <https://www.kyriad.com/fr/donnees-personnelles.html>

GOLDEN TULIP, ROYAL TULIP, TULIP INN: <https://www.goldentulip.com/personal-information-policy>

On the LOUVRE HOTELS GROUP Loyalty program Website:  
<https://www.flavoursbenefit.com/fr-fr/politique-des-donnees-personnelles/>

## ARTICLE 11- INTELLECTUAL PROPERTY RIGHTS

These T&Cs do not entail any transfer whatsoever of intellectual property rights. The Guest benefits from the sole right to browse and in particular to make Bookings on the Services,

throughout the world and under the conditions set out in the T&Cs. The brands and logos found on the Site are the intellectual property of the LOUVRE HOTELS GROUP. The use thereof is prohibited without the LOUVRE HOTELS GROUP's prior, written consent. Partial or complete reproduction in any medium whatsoever of this site or its information is only authorized for personal purposes. The texts placed online on this site, unless specifically mentioned, are the intellectual and legal property of its publisher LOUVRE HOTELS GROUP. These original texts may be quoted under the conditions laid down by Article L.122-5 of the Intellectual property code, on condition that the URL of the site is indicated in clear text or in the form of a hypertext link. Any photographic reproduction on the Site is the property of the LOUVRE HOTELS GROUP or has been the subject of prior authorization by its author. Any link from this Site has been the subject of prior authorization, and any link to this Site should be the subject of prior, written authorization.

## ARTICLE 12: ENTIRETY AND TITLES

These T&Cs are supplemented by the legal notices, the personal data policy and the use of cookies policy.

As these documents are likely to change over time, the most recent version prevails over the previous versions. These contractual documents are applicable to the exclusion of any other document issued by the Guest which is non-binding on the LOUVRE HOTEL GROUP.

These document express the entirety of the obligations of the Parties as far as the topics that they cover are concerned. No general or specific Terms and Conditions communicated by the Guest may be incorporated into these T&Cs.

In case of any contradictions between the Booking confirmation and the T&Cs, the provisions set out in the Booking confirmation will be the only ones applicable to the obligation in question.

In the event of a difficulty in interpretation arising between any of the titles heading the clauses of these T&Cs, and any of the clauses, the titles shall be discarded and the content of the clause in question shall prevail.

## ARTICLE 13: FORCE MAJEURE

Force majeure means any external event that is unforeseeable, unavoidable, and outside the control of the Guest or the LOUVRE HOTELS GROUP. Those cases of force majeure or fortuitous events are considered to be those usually recognized by the jurisprudence of the French courts and tribunals.

No party may be held liable to the other party in the event of non-performance of their obligations resulting from an event of force majeure. It is expressly agreed that for the parties, the force majeure suspends the performance of their mutual obligations and that each party will bear the costs arising from it.

#### ARTICLE 14: CLAIMS – GUEST SERVICES

Any request for information or complaint concerning a Booking must be addressed either to the Establishment concerned, or to the Guest service of the Partner, or to the LOUVRE HOTELS GROUP guest service, which will be responsible for ensuring mediation between the Parties.

The contact details for the LOUVRE HOTELS GROUP guest services are as follows:

By mail: Tour Voltaire, 1 place des Degrés, 92800 Puteaux

By telephone: + 33 (0)1.73.21.98.99

By e-mail: [relation@louvre-hotels.com](mailto:relation@louvre-hotels.com)

The Guest is invited to send any claim in connection with a stay as soon as possible, in order to facilitate the processing thereof. They should in addition have taken care during their stay to notify any annoyance in order to restrict the possible consequences thereof.

#### ARTICLE 15: BLOCTEL

In accordance with Article L.223-1 of the French Consumer Code, any consumer who does not wish to be the subject of commercial prospecting by telephone may register free of charge, on a list of individuals opposed to telephone prospecting. This list can be accessed via the following website: [www.bloctel.gouv.fr](http://www.bloctel.gouv.fr).

#### ARTICLE 16: DISPUTE RESOLUTION

After contacting our Guest Services and failing to receive a satisfactory response within a period of sixty (60) days, you can apply to Tourism and Travel Ombudsman by e-mail via the referral form available on the website [www.mtv.travel](http://www.mtv.travel), or by letter to the following address:

Association de Médiation Tourisme et Voyage (MTV)

17 avenue Carnot

75017 PARIS

The Guest is also made aware of the existence of a European platform for Online Dispute Resolution ("ODR") to which he/she may also refer. The Guest can access it from the following link: <https://ec.europa.eu/consumers/odr/>.

#### ARTICLE 17: APPLICABLE LAW

These General Terms and Conditions are subject to French law. In accordance with Article L.141-5 of the French Consumer Code, the consumer can at their choice, refer the matter to either one of the courts with territorial jurisdiction by virtue of the Code of Civil Procedure, the court in the place where they resided at the time of entering into the contract or where the harmful events took place. The Parties undertake to do their best to reach an amicable settlement.