

## **Article 1 General**

1.1 These General Terms and Conditions apply to the Flavours Loyalty Programme executed by the private limited company GT Investments B.V. hereinafter called: "GT Investments B.V." through the Participating Hotels. These General Terms and Conditions shall govern and form an integral part of all agreements concerning Flavours and of all offers of GT Investments B.V.

1.2 The Flavours Loyalty Programme (hereinafter called: "**Flavours**") rewards guests who frequently stay in Golden Tulip Hospitality Group and tightens the relationship between the individual hotels and their guests and endeavors to create loyalty to the brands Tulip Inn, Golden Tulip, and Royal Tulip.

1.3 The Participating Hotels in Flavours are Golden Tulip Hospitality Group brands, (hereinafter called: "**Participating Hotels**"). GT Investments B.V. will announce every new Participating Hotel or hotel chain or any other participating partner.

1.4 All announcements will be made at the website of GT Investments B.V. Flavours located at [www.flavours-benefits.com](http://www.flavours-benefits.com) (hereinafter referred to as the "**Flavours Website**"). Communication will be in English.

1.5 These General Terms and Conditions supersede and replace all previous terms and conditions and can be changed at the sole and absolute discretion of GT Investments B.V.

## **Article 2 Flavours Membership**

2.1 Only individuals of 18 years and older may register as Flavours members and each individual may maintain only one account. A Flavours membership and its benefits are offered at the sole discretion of GT Investments B.V.

2.2 To apply for a Flavours membership number the applicant will have to fill in all mandatory fields of the membership form supplied at a Participating Hotel and to register online at the Flavours website. A membership card will be assigned to each applicant. From that point on an individual becomes eligible to earn Flavours points. After filling in the membership form at a Participating Hotel, but before the applicant has registered him/herself online he/she may start collecting conditional points. The Flavours membership will only be completed when the Flavours member has both registered at any Participating Hotel reception and through the Flavours Website (online). Upon fulfilling the registration procedure and activating the Flavours membership an individual becomes eligible to actually earn and redeem Flavours points.

2.3 Each Flavours member is responsible for the accuracy of his/her personal data. If changes in names, addresses etc. occur a Flavours member is obliged to inform GT Investments B.V.

2.4 Each Flavours member will be provided with user identification and a password to gain access to a restricted part of the Flavours Website. The content of this restricted area is confidential and is provided only to this Flavours member for his/her personal use only. Flavours members can not derive any rights from the information given on the Flavours Website.

2.5 There are different levels of Flavours membership under which "Advanced", "Silver" and "Gold". GT Investments B.V. is entitled to remove or to add new or modified levels or sublevels of Flavours membership or to grant special benefits without notice. Every Flavours member can be upgraded or downgraded at the sole and absolute discretion of GT Investments B.V. The guidelines as to the upgrading and downgrading are published on the Flavours Website.

2.6 Acquired membership cards and Flavours points remain property of GT Investments B.V. They are for the Flavours members benefit only and may not be transferred to anyone. Lost membership cards should be reported by the respective member at the Flavours Website. Requests for a replacement membership card should be made by the respective Flavours member at the Flavours

Website. The guidelines for the request for a new card are published on the Flavours Website. An Advanced Flavours member has to obtain a new card at a Participating Hotel and re-activate the Flavours membership.

2.7 Employees of the Golden Tulip Hospitality Group, GT Investments B.V. and their subsidiaries are ineligible to participate in Flavours.

### **Article 3 Membership discontinuation**

3.1 A membership account may be closed at the sole discretion of GT Investments B.V. if no Flavours points are accrued during a thirty-six (36) month period. All Flavours points in the account will be forfeited at that time.

3.2 The Flavours member may terminate his/her Flavours membership at any moment in time on the Flavours Website. The Flavours points remaining in the account will be forfeited.

3.3 In the case of fraud or abuse involving Flavours membership, reward use, or a Participating Hotel, GT Investments B.V. has the right to take appropriate administrative and/or legal action and all Flavours points earned through Flavours will be forfeited, the Flavours membership will be terminated and the account closed.

3.4 The Flavours membership, including any reward certificates or any voucher that may have been issued to a Flavours member, may be revoked or suspended at GT Investments B.V.' sole discretion if a Flavours member fails to pay any accounts at Participating Hotels.

### **Article 4 Flavours Points**

4.1 A Flavours member is eligible to receive Flavours points for staying at a Participating Hotel for his/her guest room and up to two additional rooms, as long as these rooms are occupied by immediate family members as in relatives three times removed. All rooms must be reserved and registered in the Flavours member's name and the Flavours member must make arrangements for payment of all rooms on a consolidated bill, which should be requested at the time of checking in. To ensure points are automatically booked to the members account the Flavours member should present his/her membership card at hotel check out. Retroactive claims will only be awarded upon proof of stay at eligible rates in a Participating Hotel through the Flavours Website by filling in a web form and confirmation thereof.

4.2 The following charges do not qualify for Flavours points: all taxes applied to the room rates which are not included in the original selling price, all catering or banquet functions booked to the guest's room account or any other incidentals.

4.3 It is not possible for a Flavours member to receive Flavours points as well as other loyalty programme benefits, such as Ambassador Club points and/or frequent flyer Miles for or during one stay. Members of other programmes such as frequent flyer programmes or the Ambassador programme will have to indicate their preference before checking in. Flavours points cannot be changed into points for other loyalty programmes or the other way around, this with the exception of article 7.1.

4.4 Flavours points will not be given nor will rewards be honored at any subsidiary or affiliate of Golden Tulip Hospitality Group unless otherwise advertised. If a hotel ceases to be a Participating Hotel all stays subsequent to such date will not be eligible to earn Flavours points regardless of when the reservation was made.

4.5 Flavours points are awarded on all rates and through all channels of distribution with the exception of traditional wholesale rates booked through the Internet or through tour operators, Airline employee and/or Travel agency employee rates, coupons & vouchers, prepaid rates, group

rates, bookings on 3rd party Internet sites, package rates and long stay rates unless otherwise advertised.

4.6 Flavours points will not be earned for a stay made prior to the date the member's application was processed as shown in the records of GT Investments B.V. No retroactive credit will be given.

4.7 No other person except the Flavours member may earn Flavours points for his/her account. Flavours points earned for a room shared by two Flavours members will only be awarded to one of them.

4.8 GT Investments B.V. is free to determine the amount of Flavours points given for each euro or other currency spent. The amounts will be shown at the Flavours Website. The amounts can be changed at the sole and absolute discretion of GT Investments B.V. and can vary for each level of Flavours membership. GT Investments B.V. is furthermore free to reward Flavours members incidentally with (extra) Flavours points.

4.9 Flavours points can be redeemed for free stays at the Participating Hotels, vouchers, gift-wrapped vouchers, frequent flyer Miles and gifts within a certain period. The validity of the Flavours points will vary for each level of Flavours membership and will be shown at the Flavours Website.

4.10 GT Investments B.V. reserves the right to debit the account of any member who has acquired points unduly.

#### **Article 5 Other Benefits**

5.1 In addition to Flavours points other benefits will be available for each level of Flavours membership. These other benefits will include amongst others: upgrades subject to availability, early check-in, and late check-out subject to availability and use of wellness facilities. These benefits can vary per level or sublevel of Flavours membership and will be shown at the Flavours Website. Benefits can be changed or rewarded, individually or collectively, at the discretion of GT Investments B.V.

#### **Article 6 Redeem Flavours Points**

6.1 Flavours members may redeem Flavours points for free stays at the Participating Hotels, for vouchers or gift-wrapped vouchers to be used in the Participating Hotels and for buying products via the web shop on the Flavours Website. The rate of exchange will be determined by GT Investments B.V. and will be shown at the Flavours Website. The rate of exchange can be changed at the sole and absolute discretion of GT Investments B.V.

6.2 Flavours members will be able to book any available room on the Flavours Website at any rate during any season, through the Flavours Website as long as they possess enough Flavours points to cover the room rate as mentioned on the Flavours Website.

6.3 Ordered awards are non-refundable and points used towards the awards will not be credited back to the account.

6.4 Lost, stolen or expired Awards will not be refunded, replaced or extended.

#### **Article 7 Frequent flyer miles**

7.1 Flavours members may furthermore redeem Flavours points for frequent flyer miles with any participating frequent flyer programme. These participating frequent flyer programmes are mentioned at the Flavours Website and can be subject to alteration. Once redemption for frequent flyer Miles has been requested the respective participating frequent flyer programme will be notified and the Miles will be transferred to the members frequent flyer account, according to the policies of the participating frequent flyer programme partner. Once this request has been filed, the Flavours

points will be deducted from the Flavours member's balance of points. This transaction cannot be undone. The rate of exchange will be determined by GT Investments B.V. and will be shown at the Flavours Website. The rate of exchange can be changed at the sole and absolute discretion of GT Investments B.V.

7.2 The terms and conditions of the frequent flyer programmes apply to the redemption and distribution of the miles earned through Flavours.

#### **Article 8 Reward certificate / reservation confirmation**

8.1 To use Flavours points for a hotel stay at a Participating Hotel a Flavours member can make a reservation and choose that reservation that is eligible for Flavours redemption. The Flavours member will receive a reward certificate/reservation confirmation by e-mail. The Flavours member needs to print the reward certificate/reservation confirmation and present it at the Participating Hotel for which it is valid.

8.2 Hotel reward certificates/reservation confirmations can be issued only by making an online reservation on the Flavours Website and will be issued exclusively by email.

8.3 Flavours points will only be credited in case of a cancellation according to the cancellation policy available on the Flavours Website.

8.4 Flavours points can also be redeemed for a voucher to be used in a Participating Hotel and for buying products as mentioned in article 6. Vouchers are available on the Flavours Website and need to be printed by the Flavours member. Each voucher will carry a unique barcode. Vouchers will represent a certain monetary value (in euro or in local currency) which can be spent at the Participating Hotels towards the bill of the room. Vouchers are neither replaceable nor redeemable for cash. Vouchers are valid for one year after the date of issue. Vouchers are transferable.

8.5 Flavours points can also be redeemed for gift-wrapped vouchers to be used in hotels and for buying products as mentioned in article 6. The gift-wrapped vouchers will be sent to the known address of Flavours members only. Each gift-wrapped voucher will carry a unique barcode and will represent a monetary value (in euro or in local currency) to spend in the Participating Hotels towards the bill of the room. Gift-wrapped vouchers are neither replaceable nor redeemable for cash. They are however transferable. Gift-wrapped vouchers are valid for one year after the date of issue.

#### **Article 9 Privacy statement**

9.1 GT Investments B.V. complies with the laws of the Netherlands and endeavors to protect all personal data of its Flavours members according to the standards set by the European Community, however to be able to fulfill its obligations under this agreement GT Investments B.V. will be obliged to send some personal data to countries which are not deemed to have an adequate level of protection by reason of their domestic law or international commitments that they have entered into, by the European Commission. GT Investments B.V. will transfer only the strict minimum of data (which will include Flavours member's name, nationality and the dates of his stay at the participating Hotel in such a country) required to fulfill its obligations under this agreement. The Flavours member acknowledges this necessity and agrees to this transfer of his personal data explicitly when entering into the agreement. All electronic transfer of personal data will be by means of secured lines.

9.2 In order to keep the Flavours member apprised of his/her Flavours membership state of account, GT Investments B.V. will send the Flavours member information on the Flavours programme such as but not limited to periodic statements of the members account, information necessary for administration purposes, marketing materials from GT Investments B.V. which will inform the Flavours member of special offers and products that GT Investments B.V. believes to be of interest to the Flavours member and marketing material from third parties that have a strategic marketing relationship with Flavours. As a participant in Flavours the Flavours member has

consented to receive all of the types of information described above. However, the Flavours member may at any time revoke his consent and 'opt out' of such mailings and direct marketing activities.

#### **Article 10 Tax liability**

10.1 Flavours points, rewards, airline miles or others favors earned through participation in the Flavours programme may be subject to tax liability. Any tax liability, including disclosure, connected with the receipt or use of Flavours points, rewards, airline Miles or others is the sole responsibility of the Flavours member.

#### **Article 11 Miscellaneous**

11.1 In the event that any provision(s) of these General Terms and Conditions shall be held invalid or unenforceable by a court of competent jurisdiction or by any future legislative or administrative action, such holding or action shall not negate the validity or enforceability of any other provisions hereof. Such invalid or unenforceable provision shall be replaced with a provision which accomplishes – to the best possible extent – the original purpose of such provision.

11.2 Deviations from the General Terms and Conditions shall only be binding if and in so far as this has been expressly agreed and only in respect of the offer or agreement to which they apply. These General Terms and Conditions shall remain fully in force with regard to all other offers or agreements.

11.3 GT Investments B.V. is authorized to make amendments to these General Terms and Conditions. The amendments shall become effective on the specified effective date. If no effective date is specified, the amendments shall apply as soon as a Flavours member is informed or becomes aware of the amendments.

11.4 For the purposes of these General Terms and Conditions, "in writing" shall be deemed to mean by letter, fax or electronic means.

#### **Article 12 Governing law and Disputes**

12.1 All offers, agreements and Flavours matters as well as these General Terms and Conditions themselves shall be governed by the laws of The Netherlands.

12.2 All disputes arising out of or in connection with Flavours, to which these General Terms and Conditions apply, or the General Terms and Conditions themselves or their interpretation or execution, shall first be attempted to be settled through consultation and negotiation in good faith and in a spirit of mutual cooperation. All disputes that are not settled in that way within a period of thirty (30) days from the date the relevant dispute first arose may be submitted to the courts of Utrecht, The Netherlands.