

Blue Tribe Terms and Conditions

Section 1 Definitions and General Provisions

1.1 In these Regulations, terms and expressions are specified as follows unless otherwise stated.

“**Chain**” or “**Blu Hotels**” is herein referred to as Blu Hotels S.p.a. with registered office located in San Felice del Benaco, Via Porto Portese 22, 25010, BS. Fully paid up share capital of € 3,000,000.00; Tax Identification Number 01396340901; VAT registration number 01906530983; City of Brescia’s Companies Registration Number (R.E.A.) 1225709.

“**Program Communications**” are herein referred to as all the communications related to the program published on the website www.bluhotels.it and/or by other means of communication of the program, e.g. brochures, e-magazines, newsletters etc.

“**Guide**” is herein referred to as all the information provided on the website www.bluhotels.it with reference to the procedures for collecting points, earning rewards as well as advantages and services of the program. Upon request by the Participant, such information may also be provided by the Customer Service, which will send it as a hard copy to the desired address.

“**Points**” are herein referred to as points received from the Chain or its Partners, in accordance with the procedures included in the Rules and Regulations available on the website www.bluhotels.it and/or in the Guide and/or in the Program Communications. The Point is the unit of measurement of the Program. Once the relevant amount of points is reached, the Participant will be entitled to request and obtain rewards (see Sections 5 and 6).

“**Partner**” is herein referred to as a company or a body whose business is not connected to the hospitality industry, which may also be referred to as Commercial Partner. The Participant can collect or utilize Points when purchasing the services of a Partner, as specified in the Rules and Regulations available on the website www.bluhotels.it and/or in the Guide and/or in the Program Communications.

“**PIN**” (Personal Identification Number) is herein referred to as a secret personal code allowing the Participant to enter the Program restricted area on the website www.bluhotels.it and access other related services (see Section 2.5).

“**Reward**” is herein referred to as the right to stay in a hotel or to enjoy a tourist package. The Reward is obtained in exchange for the Points earned within the framework of the Program, in accordance with the procedures included in the Rules and Regulations available on the website www.bluhotels.it and/or in the Guide and/or in the Program Communications.

“**Blue Tribe Program**” or “**Program**” is herein referred to as the rewards program launched by Blu Hotels S.p.a. and aimed at building customers loyalty, whose validity period is comprised between 1st of April 2010 and 31st of March 2012 (unless otherwise stated). The program complies with the current regulations pursuant to D.P.R. no. 430/2001 concerning rewards programs and is subject to the control of the designated office of the Ministry for Economic Development.

Rules and regulations are herein referred to as the terms and conditions which apply to the program.

“**Customer service**” is herein referred to as the phone service allowing the Participant to acquire information, make reservations and obtain rewards and assistance. The costs of the phone call will be specified when the service is used.

“**Participant**” is herein referred to as the physical person participating in the program.

1.2 Joining the program is subject to these rules and regulations and it is free of charge.

1.3 The chain reserves its right to modify, even partially and at any moment, provided that the rights previously acquired by the Participants are safeguarded.

- 1.4** Any additional information concerning the Program can be found in the Blue Tribe section of the website www.bluhotels.it or can be requested to the Customer Service, by calling the numbers provided on the website www.bluhotels.it and/or on the Guide.

Section 2 Conditions to join the Program

- 2.1** Any natural person aged at least 18 can join the Program, provided that they stay in any of the Blu Hotels resorts as paying guests and they communicate an address to be used for Blue Tribe correspondence.
- 2.2** The Chain reserves its right to refuse participation to the program to anyone who does not meet the requirements specified in the Rules and Regulations, as well as to exclude anyone who has already joined the Program if the lack of the aforementioned requirements is subsequently ascertained, without prejudice to previously acquired rights. Should the participation to the Program be in contrast or non compliant with the provisions in force, as indicated in the Rules and Regulations, the Chain reserves the right to revoke the Participant's membership and to cancel all the points collected and not yet utilized when the revocation is notified, as well as to annul any previously obtained rewards still to be used.
- 2.3** In order to join the Program, it is necessary to sign in on the website www.bluhotels.it or to call +39(0)365 441146. The request to join the Blu Tribe Program presupposes that the terms and conditions (available on www.bluhotels.it) have been viewed and accepted.
- 2.4** Upon registration, the Participant will be given a personal number (user id), to be communicated when making a reservation with any of the Blu hotels in order to collect points. The personal user id corresponds to an account on which points are credited in the following cases: i) as a result of actual stays in hotel resorts belonging to the Chain, ii) upon the purchase and use of services provided by the Chain, iii) upon the purchase of products and use of services provided by Partners, in accordance with the terms and conditions specified on the website www.bluhotels.it and/or on the Guide.
- 2.5** Participants will also receive - by e-mail or by post at the address communicated upon registration - a USER ID and a PASSWORD required to access their dedicated services, in accordance with the directions that will also be provided. Participants are the only individuals responsible for the secrecy of their user ids and passwords.
- 2.6** If they lose or forget their password and user id, Participants can contact the customer Service. The customer service will send to the Participant a new user id and password. Provided they had communicated their e-mail address to the Chain, Participants will also have the opportunity to retrieve their user ids and passwords by entering the website www.bluhotels.it and using the specific identification function. In this case, once user id and password are retrieved, for security reasons, it will be necessary for Participants to modify them by using the specific data update function.
- 2.7** It is not possible to associate more than one membership to the same personal identification number or to the same account. Each and every membership shall be associated to a single name. Participant must therefore provide their personal details and also communicate any variation or change through the website or by contacting the customer service. The Participant shall guarantee that all details are correct and shall be the only person responsible for their authenticity. Should the Participant have more than one code or account, against notification the Chain will transfer all the points into one single account and cancel the other(s). In such a case, should different accounts associated to the same Participant have been credited with points related to the same service, these points will be calculated only once and included in the only valid account. Points related to different Participants cannot be collected into a single account. Transfer of points from one account to the other is not allowed. The code number is personal and can only be used by the account holder Participant and its use can only be granted to the Participant's previously registered family members (spouse, children).

- 2.8** Participants have the right to withdraw from the program before the expiry date. Should this happen, if the points collected are not enough to request a reward, they will be lost.
- 2.9** Participants cannot sell or exchange neither points nor rewards.
- 2.10** Participants cannot in any way: alter the details related to their participation to the program, make false or misleading statements, provide false or misleading information with the aim of taking any undue advantages.
- 2.11** Points are definitively attributed to the Participant after staying at the hotel, at the moment of departure. Points may be used starting from the first holiday after their acquisition.

Section 3 Code of Conduct and Sanctions.

- 3.1** The participation to the program is subject to the respect of the rules stated in the terms and conditions.
- 3.2** It is forbidden for the Participant to behave improperly (indecorously, disrespectfully or annoyingly) towards the employees of the Chain or of any Partner of the Program. Adopting a disreputable behaviour or refusing to comply with the directions given by the employees of the Chain or of any Partner of the Program is also forbidden.
- 3.3** At its sole discretion, the Chain reserves the right to exclude the Participant from the Program and, without prejudice to previously acquired rights, to cancel points gained but not used at the moment of the exclusion if the terms and conditions of the contract are not respected or the Participant's behaviour does not comply either with the Law or with any applicable provision or rule.

Section 4 Program Partners

The list of Program Partners can be consulted on the website www.bluhotels.it and/ or on the Guide. Such a list can be modified at any time. The Chain will inform in good time the Participant of any modification. Such changes do not cause the loss of points which were previously collected from Partners no longer on the list.

Section 5 Points

- 5.1** Points are the basic calculation unit used by the Chain for the purposes of the Program. Participants accumulate Points while staying in one of the hotels of the Chain or when using any service provided by the Program Partners.
- 5.2** The number of points to be credited after staying in a hotel is calculated on the basis of the amount paid and specified in the tables available on the website www.bluhotels.it and/or on the Guide, and it can also be requested to the Customer Service. The contents of such tables is valid exclusively for the periods indicated on the website www.bluhotels.it and/or on the Guide.
- 5.3** In order to have Points credited automatically, Participants will have to provide their user id and password when making their reservation.
- 5.4** Once the reservation is confirmed, all terms and conditions of the "Accommodation Contract" (i.e. cancellation penalties, confirmation method, accounts etc.) will be valid. In case of modification or cancellation of stays which are not made timely according to the contract, cancellation penalties will be applied and any points which may have been used for the stay will be lost.
- 5.5** Stays which were booked but not used do not produce any points.
- 5.6** The points earned by the Participant after staying in one of the Blu Hotel resorts will be credited after checking out.
- 5.7** When booking the accommodation for family members (spouse, children), the Participant shall be entitled to obtain Points.

- 5.8** The Chain reserves its right to implement promotional initiatives involving rewards schemes and collection of points other than those currently included in the terms and conditions specified on the website www.bluhotels.it and/or on the Guide.
- 5.9** The rules concerning the collection of points related to the purchase of goods and services from Partners are those set by the relevant Partner.
- 5.10** Participants do not earn Points from reward stays.
- 5.11** Certain reservation classes connected to special promotional offers by the Chain may not entitle the Participant to acquire points. During specific promotional periods, however, the Chain reserves its right to attribute the earning of Points even to specific reservation classes related to special promotional offers that will be notified to the Participant.
- 5.12** Participants do not earn Points from free stays. If Points are erroneously credited for a free stay, they will be subsequently cancelled.
- 5.13** Points cannot be traded for money.
- 5.14** Points accumulated by the Participant can be monitored on a specific statement of account available on the website www.bluhotels.it. Alternatively, the statement of account can be requested to the Customer Service. The Chain reserves the right to refuse validation or to cancel erroneously credited Points, upon notification to the Participant.
- 5.15** After a period of twenty-four (24) months, if the Participant has not stayed in any of the Chain's hotels, the Chain reserves its right to close the account and cancel accumulated Points. Participants have full responsibility to check the expiry date of their Points.
- 5.16** This rewards program allows the earning of points until 31st of March 2012 (see section 1.1). Rewards can be requested by the Participant no later than 30th of September 2012. Rewards will be given to the rightful claimant within six months after the end of the Program (30th September 2012), pursuant to DPR no. 430 dated 26th October 2001. Points earned but not redeemed within this date will be cancelled from the Participant's account.

Section 6 Rewards

- 6.1** The Participant can request rewards as stays in the Chain's hotels. Services other than stays, such as subscription fees or membership cards cannot be converted into Points. Any information concerning rewards is available on the website www.bluhotels.it and/or on the Guide.
- 6.2** Hotels, modalities for requesting rewards and number of Points required for every hotel and room type are indicated in the rewards tables available on the website www.bluhotels.it and/or on the Guide.
- 6.3** Participants and members of their families (spouse and children) can benefit from rewards.
- 6.4** Once the minimum amount of 500 Points is reached, the Participant will be entitled to book the reward stay by contacting Customer Service. The Customer Service will in turn issue the relevant voucher stating that the reservation is related to a reward stay. It is not possible to book reward stays through travel agencies or tour operators.
- 6.5** The reservation will be automatically cancelled if the voucher is not issued within the deadline.
- 6.6** Subscription fees, club cards and any service other than the actual reward stay are always at the expense of the Participant in accordance with what is stated on the website www.bluhotels.it and/or in the Program's Communications.
- 6.7** The reward requested by telephone to the Customer Service will be provided in electronic format and used while making the reservation. Subscription or club card fees shall always be settled by credit card.
- 6.8** Room places reserved for reward stays in the Chain's hotels are limited. From the moment when places start being sold, until no vacancy is left, the Chain guarantees up to two (2) free stays in every hotel.
- 6.9** The minimum number of points required to obtain a reward is 500 and it is the same for all Participants.

- 6.10** As far as the civil liability of the Chain for reward stays is concerned, the indications specified in the “Accommodation Agreement” hold true. The Accommodation Agreement is available on the website www.bluhotels.it.
- 6.11** If Points are not enough to obtain a reward, it will be possible to pay an amount of money equivalent to the relevant Points difference, in accordance with the terms and conditions specified on the website www.bluhotels.it and/or in the Guide.
- 6.12** The Upgrading of a room to a superior category can also be requested as an alternative to a reward. Upgrading is subordinate to the actual availability of reward rooms in the highest categories. The actual amount of available rooms can be asked by calling the Chain’s Reservation Office.

Section 8 Handling of Personal Details

- 8.1** All personal details provided upon subscription or subsequently will be handled by the Chain in accordance with the legislation concerning the protection of personal data (Legislative Decree 30th of June 2003, no. 196, Personal Data Protection Code).
- 8.2** Personal details handling operations are necessary to manage the Participant’s participation to the Program, to attribute to the Participant rewards and other advantages connected to the participation to the Program and to provide any relevant service in accordance with these terms and conditions.
- 8.3** The correct functioning of the aforementioned activities implies that the employees responsible for the marketing functions of the Chain, as well as third party companies providing services within the framework of the Program (e.g. marketing companies, market analysts, call centres, IT companies, Customer Service companies, etc.) may access the personal data of the Participant, with purposes connected to the Program management, subject to the Participant’s approval.
- A list of third party companies providing services related to the Program which handle Participants’ personal details is available upon request to the Chain. The Chain assures that personal details are treated according to principles of necessity, lawfulness, correctness, data quality, proportionality, and, in any case, in respect of the privacy of data. Data are handled by means of electronic tools, but also through manual systems including hard copies. Data are compared, classified, subjected to calculations, arranged in lists, in compliance with the minimum security measures aimed at assuring the privacy of the Participant and at avoiding that unauthorized third parties may have access to the data.
- The Chain also assures that the personal data provided are used exclusively for purposes connected to the Program and, subject to the Participant’s approval, for market research, marketing communications and direct marketing.
- Any possibility of circulating personal data which is neither imposed by a legal norm nor is directly authorized by the Participant is excluded.
- 8.4** The Internet website www.bluhotels.it utilizes automatic systems for the collection of data not directly left by the User (cookies). Cookies can be useful to help Participants browse the website and identify them every time they access the website pages dedicated to the program and allow them to be recognized without requesting information such as user id and password. Common browsers include options for deactivating cookies through simple cancellation procedures. Cookies are valid until the browsing session has ended. Cookies are only stored in the personal computer which is being used and the information is only collected for Blu Hotel servers.
- 8.5** Personal data are handled for the whole duration of the Program and for its future editions, in accordance with the rules set by these terms and conditions (section 2.8). After the expiry date or the Participant’s withdrawal, they are stored only for administrative reasons.
- 8.6** Personal data requested while subscribing that are marked with a star symbol (*) need to be provided in order to allow the participation to the Program and related initiatives. Refusal to

provide the requested data, even partially, will not allow the Chain, as well as third party companies providing services connected to the Program, to fulfil all requests. The requested data which are not marked by a star symbol (*) do not have to be provided and do not have any consequences with reference to the participation to the Program.

- 8.7** The Participant is granted an informative report concerning the handling of the personal details collected in relation to the different purposes of the Program. Consent will be asked for each of these purposes, if foreseen by law. In particular, Participants have the right to freely express their choices with reference to the handling of personal details, showing their approval in connection to each specific purpose, including the mailing of commercial and Program communications.
- 8.8** At any time, Participants have the right to obtain a confirmation of the existence of their personal data, to learn their content and origin, to verify their correctness, to have them supplemented, updated or rectified. Participants can also ask to have data cancelled, made anonymous and block those which are handled in violation of the rules set by the Personal Data Protection Code. Participants can in any case refuse the handling of personal details by written communication to the Chain. At any time, Participants can modify their data and choices by updating their profile on the website www.bluhotels.it, in the section dedicated to the program, or by contacting the Customer Service.

Section 9 Competent jurisdiction and conflicting laws

- 9.1** For all and any matters not expressly provided for in these terms and conditions, refer to the relevant applicable laws and regulations, particularly to D.P.R. 26th October 2001, no. 430 (published on the G.U. 13th December 2001, no. 289) containing the “Regulations concerning the amendment of the legislation related to contests and prize competitions as well as local lotteries and sweepstakes the fate of local events pursuant to section 19 paragraph 4 of Act no. 449, 27th December 1997.”
- 9.2** In the event of any conflict between any provision included in these terms and conditions and the above mentioned law, the latter will prevail.