

# Reviewed March 21, 2022

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# I. Definitions:

Sani Rewards	Means the loyalty program of Sani Resort, as this program is governed by these T&C
T&C	Means the terms and conditions of the Sani Rewards
Member (s) and/or You	Means any individual guest who is a member of the Sani Rewards
Company	Means the company under the trade name "Sani Single Member S.A. Development & Tourism", duly operating under the laws of Greece, with registered address at 55 Nik. Plastira Str., Thessaloniki, Greece
Hotel (s)	Means the hotel properties of Sani Resort, located at Akti Sani, Kassandra, Chalkidiki, Greece, under the distinctive titles "Sani Asterias", "Sani Beach", "Porto Sani", "Sani Club" and "Sani Dunes", or any other hotel property that will operate within Sani Resort
Company Website	Means the website operated by or on behalf of the Company at <a href="http://www.saniresort.gr">http://www.saniresort.gr</a>
Membership	Means the creation and maintenance of a membership status on the Sani Rewards, which shall include all the necessary information of a Member as stated at the membership application.
Data Protection Legislation	Means all applicable laws and regulations relating to the protection or processing of personal data, data protection or privacy in force from time to time, including but not limited to, the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 (hereafter "GDPR"), Greek Law 4624/2019 and any and all relevant European or national laws as well as any opinions/guidelines/decisions of relevant European or national Data Protection Authorities.
Total Revenues	Is calculated on the Rack Rate (Individual Rate) of the room/suite occupied, which is the highest price published, even if the Guest booked with reduced price. On top is added every charge on the room/suite paid during the stay at Sani Resort.
Star (s)	100 (one hundred) Euro of Total Revenues equals to 1 (one) STAR for the below calculation of the Tiers below mentioned.
Time Span	Stars are cumulated considering the Time Span period below mentioned.

The Sani Rewards loyalty program operates under the terms and conditions as set out below unless otherwise expressly stated (the "T&C"). These T&C govern the Company's relationship with members of the Sani Rewards (collectively "Members," "Member," or "You"), including how Members manage their Membership, book reservations, achieve higher tiers, collect points, etc.

By obtaining a Membership, or by using your Sani Rewards membership card or by receiving and redeeming benefits of the Sani Rewards, you agree that:

- you have read and accept these T&C; and you have read and accept the Website Terms of Use; and
- you have acknowledged and read the Membership types and related benefits through https://www.sani-resort.com/en\_GB/extra-benefits/loyalty-rewards.
- you acknowledge and agree to the collection, use, and disclosure of your personal data by the Company, the Sani Rewards, the Hotels, and their authorized third-party agents and licensees in accordance with the Company's Privacy Notice provided herein and the Company's Privacy Policy provided via the website <a href="https://www.sani-resort.com/en\_GB/privacy-policy">https://www.sani-resort.com/en\_GB/privacy-policy</a>.

All Sani Reward benefits, amenities, offers, awards and services are subject to availability and may be changed by the Company at any time without notice. Except as otherwise expressly prohibited or limited by applicable laws, the Company may at any time amend, modify, or supplement these T&C and the structure for the Sani Rewards at any time, with or without notice, even though such changes may affect the value or the ability to obtain certain awards. The Company may, among other things: (i) increase or decrease the awards; (ii) withdraw, limit, modify or cancel any award; (iii) add blackout dates, limit rooms available for any award at any Hotel or otherwise restrict the continued availability of awards; (iv) change program benefits, locations served by the Company, conditions of participation, rules for earning, redeeming, or rules governing the use of awards. The Members are responsible for remaining knowledgeable of these T&C and any changes thereof. Your continued participation in the Sani Rewards will constitute your acceptance of any such changes.

The Company may also terminate the Sani Rewards with one (1) month advance notice to all active Members. At the Company's sole discretion, the Company may choose to substitute a similar Sani Rewards at any time. If the Sani Rewards is terminated, all benefits will be forfeited without any obligation or liability, and no claims will be honored after the conclusion of the notice period.

### II. Sani Rewards Terms and Conditions:

You can review the Membership types, benefits, and upgrade procedure through *https://www.sani-resort.com/en\_GB/extra-benefits/loyalty-rewards*.

# Eligibility

Membership in Sani Rewards is free and available to any individual who collectively: (a) is a guest of any Hotel(s) at Sani Resort, (b) possesses the legal authority to agree to these T&C; (c) provides valid and accurate personal information when enrolling in the Sani Rewards; and (d) has not previously been terminated from the Sani Rewards by the Company.

Only individuals (natural persons) are eligible for Sani Rewards membership, and each individual may maintain only one membership account. All loyalty member accounts are individual, and no joint accounts are permitted. Sani Rewards benefits are non-transferable unless expressly stated otherwise.

The Members are responsible for reading and understanding the Sani Rewards T&C and any other communications from the Company about the Sani Rewards in order to understand their rights, responsibilities, and status in the Sani Rewards. Members are responsible for reading the Company's Privacy Statement in order to understand how the Company collects, uses, and discloses a Member's data.

Sani Rewards Memberships is obtained through the Registration Cards and/or tablets dedicated checkbox when checking-in at the Hotel(s).

### Enrolment

An individual guest may apply to enroll in Sani Rewards by fully and accurately completing an application at any Hotel(s) of Sani Resort. The Company may deny membership in the Sani Rewards to any applicant in its sole discretion and without written notice.

To be qualified for a Sani Rewards membership card, guests must be 18 years old on the date of issuance.

For every accommodation booking at any Hotel, only one of the guest of each reservation can enroll in Sani Rewards and receive a card and its benefits, for the specific booking. In case of more than one guests per reservation, only the main booker (i.e. the person under whose name the reservation has been booked) will be eligible to enroll.

#### Communications

All Members will receive Sani Rewards communications. All Sani Rewards communications will be sent to a Member's mailing address, email address, telephone number or any other form of communication the Company may use, based on the information you provide us when you join our Sani Rewards, through the Registration Cards and/or tablets dedicated checkbox when checking-in at the Hotel, as you wish to update them from time to time. Members may change their communication preferences by notifying the Company via email at loyalty@saniresort.gr and using the same email account provided. Members must keep their email and mailing addresses up-to-date. The Company shall not have any responsibility for misdirected or lost mail or any consequences thereof.

The Company may send Members promotions, offers and other communications from time to time related to the Sani Rewards, which may include, without limitation, items from third parties, based on the information provided by the Members to the Company, or otherwise acquired by the Company in the scope of the Sani Rewards Members may change their personal details and communications preferences at any time by contacting the Company at <code>loyalty@saniresort.gr</code> and using the same email account provided; however, the Company may require a Member to send supporting documentation prior to allowing certain changes (e.g. legal documentation supporting name changes).

Any time a Member contacts the Company regarding Sani Rewards, the Company may ask the Member certain security questions to verify the Member's identity.

### Qualifying Charges

Qualifying Charges for awards or benefits' earnings are charges calculated in the Total Revenues spent by the Member for any stay across Sani Resort.

The Total Revenues are calculated as follows:

1. Room Rack Rate (Individual Rate) of the room/suite booked, which is the highest price published. This value will be calculated even if the Member confirmed the booking inclusive of special offer or reduced price, directly to Sani Resort or via Tour Operators, Travel Agents and Online Travel Agencies. At the time of check in, the Hotel will review the current price range of the room booked, according to the Company's current pricelists (via an online platform).

Plus:

2. Food & Beverage and other costs exclusively if charged on the room/suite of the Member.

The Total Revenues are calculated since the enrollment of the Member into SANI REWARDS or within the period of validity of any issued Card.

For all Member that enrolled and according to the time of enrollment:

- As the calculation of points started in 2021, for Membership activated in 2020 there is no calculation of Total Revenues, but the Tier obtained will be kept through the issuing of a new Membership Card, if the Member will return to Sani Resort before 31/12/2023. After this date, the Tier obtained in 2020 will be no more valid
- For Memberships activated in 2021, the Total Revenues used for calculation of the stay in 2021 are based on 2022 Individual Rate, plus Food & Beverage and other costs exclusively if charged on the room/suite of the Member.
- For Memberships activated from 01/01/2022 onwards the Total Revenues will be calculated on the Individual Rate of each single year of stay, Food & Beverage and other costs exclusively if charged on the room/suite of the Member.

During the period of the last thirty-six (36) months, the Member who is returning to SANI:

- o And accumulates less or equal than 49 STARS will get the Tier 0.
- o And accumulates equal or more than 50 STARS and less or equal than 199 STARS will get the Tier 1.
- o And accumulates equal or more than 200 STARS and less or equal than 549 STARS will get the Tier 2
- o And accumulates equal or more than 550 STARS will get the Tier 3.

The Member who already has a Card is invited to provide its Membership Number in case of new bookings or at check in when returning to Sani Resort. The Card cannot be used as credit card or any other form of payment.

Charges will only be accepted in the Rewards if the booking is fulfilled and any additional charges are billed through room charge of the Member, any different form of payment will not allow the collection of Stars. After every check-out from the Hotel of Sani Resort, within 5 working days the Member will automatically receive a estatement to the email provided containing the Stars cumulated.

The qualifying charges and the Total Revenues cannot be merged, transferred, or transmitted to another Member.

### Validity, upgrades and regrades

Any card once issued has a validity of thirty-six (36) months.

During this period at any time, a Member who already reaches an upper Tier will be automatically upgraded and will receive the relevant communication for the new Tier. The new membership card with the new upper Tier will be issued at check-in when the Member will return at Sani Resort and the new Card be valid for another period of 36 months.

At the end of the thirty-six (36) months of validity of the Card, the Total Revenues during the Time Span will be calculated and:

- The member that keeps the existing Tier will be notified via email. The new membership Card with the actual Tier will be issued at check-in when the Member will return at Sani Resort and the new Card be valid for another period of 36 months
- The member that does not keep the existing Tier will be regraded to the immediately lower Tier and notified via email. The new membership Card with the regraded Tier will be issued at check-in when the Member will return at Sani Resort and the new Card be valid for another period of 36 months. It is at SANI's discretion policy to extend the Membership's current Tier for any amount of days desired without further notice and without the need of printing a new Card. The Time Span of Total Revenues will always be calculated for the last thirty six (36) months, taking in account the updated Expiration Date due to any previous Tier Extension mentioned.
- The membership cards above described will be issued only when the Member will return at Sani Resort, at check-in.

# Types of Membership and related cards

- o Tier 0: a CRYSTAL card will be issued
- o Tier 1: a SILVER card will be issued
- o Tier 2: a GOLD card will be issued
- o Tier 3: a BLACK card will be issued
- o Tier 3+: a BLACK card will be issued:
  - o this Tier is by invitation only and assigned discretionally by Sani Resort
  - o do not cumulate any Qualifying Charge neither receive e-statements
  - o the card has a special validity of only 30 calendar days

# **Benefits**

All benefits, amenities, offers, awards, and services are subject to availability and may be changed at any time without notice.

All awards and benefits may not be sold, bartered, or transferred (other than by the Company or its agents). Any attempted transfer, sale or barter will be void and will be confiscated. The Company may refuse to honor or recognize any awards or benefit which the Company believes may have been transferred, sold, or bartered.

All benefits depending on the membership are available on the Company's Website at <a href="https://www.sani-resort.com/en\_GB/extra-benefits/loyalty-rewards">https://www.sani-resort.com/en\_GB/extra-benefits/loyalty-rewards</a>.

#### Termination of the Sani Rewards

# Termination by the Member

A Member may terminate its Membership in Sani Rewards at any time by sending written notice of termination to the Company at *loyalty@saniresort.gr*. All benefits as well as achieved member status, will be ceased immediately and may not be reinstated or transferred. The Membership will be terminated within ten (10) business days from the receipt of the termination notice. Once a Member obtains a Membership at initial check-in at Hotel.

If a Member terminates its Membership, the Member may reapply for Membership in Sani Rewards at a later date, but no awards or member status will be reinstated to the Membership.

## Termination by the Company

The Company may terminate a Membership at any time with immediate effect and without written notice, for any reason and in the Company's sole discretion including, without limitation, if the Company believes the Member has:

- i. Acted in a manner inconsistent with applicable laws, regulations, ordinances;
- ii. Failed to pay any hotel or other bill when due to the Company;
- iii. Acted in an inappropriate, fraudulent, abusive, or hostile manner;
- iv. Breached or violated any of these T&C or the Website Terms of Use;
- v. Fraudulently claimed eligibility to earn benefits; or
- vi. Engaged in any misconduct or wrongdoing in connection with the Sani Rewards including, without limitation, with respect to awards, awards' usage, or any other Sani Rewards Member benefits.

On termination of membership in the Sani Rewards for any reason, all unredeemed awards will be forfeited, and a Member will no longer be able to participate in the Sani Rewards. Awards have no cash value, and the Company will not compensate or pay cash for any forfeited or unused awards.

# III. Privacy Notice

In Sani Resort we process your personal data with respect to your privacy. We take all the necessary precautions, security measures as well as the relevant technical and organizational measures to ensure the confidentiality of all personal data you provide to us. Please read carefully the following privacy notice concerning the processing of your personal data in the context of the Sani Resort's Sani Rewards prior to your enrolment and for more information please visit the SANI's Privacy Policy available via the website <a href="https://www.sani-resort.com/en\_GB/privacy-policy">https://www.sani-resort.com/en\_GB/privacy-policy</a>.

#### Collection of Personal Data

By applying to enroll in the Sani Rewards, the Company will collect the necessary personal data for your enrolment (i.e name, surname, email, address, telephone number, membership number, preferred language, nationality). Moreover, you may also complete additional information (optional), such as your birthdate, birthdate of spouse/children etc, in order to receive more personalized services.

# Purposes of processing and legal basis

Your personal data are being collected and processed for the Sani Rewards for the following purposes:

Purpose of processing	Legal basis			
Completion of the registration procedure to	Our contractual relationship			
the Sani Rewards				
Provision of your membership privileges	Our contractual relationship			
Improve our services to offer you	Our legitimate interest			
memorable stays				
Sending Sani Rewards communications	Our contractual relationship and our			
(i.e news and promotional items of the Sani	legitimate interest			
Rewards)				
Offer you personalized services (regarding	Our contractual relationship and our			
the Sani Rewards)	legitimate interest			

# Transfer of personal data

We may share your information within our group of companies and public authorities for the above described purposes. We will need to disclose your information to government authorities in all cases we are obliged to do so pursuant to the law. Furthermore, we may disclose your personal data to third parties, cooperators, and service providers, which process your personal data under our written instructions and clarifications (Data Processors), for the sole purpose of the Company to provide to you personalized services under the Sani Rewards. We always guarantee that these third parties apply the same measures for the protection of your personal data and act only under our written orders with respect to your personal data.

### Retention period

All your personal data are being processed during our contractual relationship and for up to five (5) years after the termination of your membership. After the end of the aforementioned period, your personal data are being deleted from our databases and relevant hard copies are properly destroyed.

### Exercise of rights

Pursuant to the Data Protection Legislation and the GDPR you have: (i) the right of access and information, (ii) the right of rectification, (iii) the right of erasure, (iv) the right to ask restriction of processing, (v) the right to data portability, (vi) the right to object, including object to automated decision making and profiling, vii) the right to withdraw your consent at any time.

For more information on the processing of your personal data and your rights, please submit your questions to SANI's Data Protection Officer at *privacy@saniresort.gr* or contact at +30 2374099789.

In case you consider that we have not properly responded to your request, you can always contact the relevant Greek Data Protection Authority (www.dpa.gr).

### IV. General

The Company is the sole and exclusive owner or licensee of the trademarks, service marks, trade names, logos, and copyrighted or copyrightable materials. Members shall never, directly or indirectly, interfere with, challenge, file applications for, or claim ownership of these trademarks anywhere in the world.

The Company's waiver of any breach of these T&C by any Member will not constitute a waiver of any other prior or subsequent breach of these T&C. The Company's failure to insist upon strict compliance with these T&C by any Member will not be deemed a waiver of any rights or remedies the Company may have against that or any other Member. The Company may waive compliance with these T&C in its sole discretion and may run promotions from time to time that provide enhanced benefits to select Members.

In no event will the Company, its subsidiaries and affiliates, its franchisees or licensees, and each of their respective directors, officers, employees and agents be liable for any direct, indirect, special, exemplary, punitive, incidental or consequential damages of any kind, whether based in contract, tort or otherwise, which arise out of or are in any way connected with the Sani Rewards, these TC&, or the Company's operation of the Sani Rewards.

Any disputes arising out of or related to the Sani Rewards or these T&C will be handled individually without any class action, and will be governed by, construed and enforced in accordance with the laws of Greece, without regard to its conflicts of law rules. The venue of any dispute will be the competent courts of Thessaloniki.

Membership in the Sani Rewards and the earning and redeeming of benefits and awards are subject to all applicable local laws and regulations. Membership in the Sani Rewards, Member benefits and are offered in good faith; however, they may not be available if prohibited or restricted by applicable law or regulation in Greece. If any part of these T&C is held to be unlawful or unenforceable, that part will be deemed deleted in such jurisdiction and the remaining provisions will remain in force.

The T&C, together with any other terms and conditions, rules, or regulations incorporated herein or referred to herein constitute the entire agreement between the Company and Members relating to the subject matter hereof, and supersede any prior understandings or agreements (whether oral or written) regarding the subject matter.

Nothing contained in these T&C will limit the Company in the exercise of any legal or equitable rights or remedies.

All interpretations of these T&C regarding membership are at the Company's sole discretion, and the Company's decisions will be final. In the event of any discrepancy between the English version and any translated version of these T&C, the English language version will govern.

These Terms and Conditions may be amended from time to time, without notice and, unless otherwise indicated, such changes will become effective immediately; therefore, Members should check them periodically for changes.



