

GENERAL TERMS AND CONDITIONS

Accor Favorite Guest CORPORATE Card



(APPLICABLE AS OF JANUARY 1, 2008)

By joining or renewing membership in the Accor Favorite Guest CORPORATE Card program a Company explicitly accepts these General Terms and Conditions and any subsequent revisions.

1 The Card

The Accor Favorite Guest CORPORATE Card ("the Card") proposed by PRO-FID, the relational marketing company in charge of customer loyalty programs for hotels in the Accor Group, entitles its holders ("the Cardholders") to benefit from the advantages listed below during their stays in Sofitel, Pullman, Novotel, Mercure, Suitehotel, Ibis and All Seasons hotels worldwide (further details are available from the Favorite Guest CORPORATE department).

This membership card is reserved to corporate clients of hotels in the Accor Group that participate in this program. It is available to employees of companies ("the Clients") that stay in these hotels ("the Cardholders").

Each Card bears the name of the Client, the name of the Cardholder and the expiration date.

The Card is strictly personal, and cannot be sold or lent; it is not a payment or credit card.

Once issued, Cards may not be partially or fully reimbursed, even if they are cancelled or not used.

Accor Favorite Guest CORPORATE Card Clients accept that the Program may be modified, in whole or in part, at any time. In this case, a letter specifying the new General Terms and Conditions, as well as the date they take effect, will be sent to each Cardholder. Current terms and conditions are also available on request from the Customer Service department.

The Client is responsible for informing the designated Cardholders of these terms and conditions, and ensuring compliance.

2 Receiving a Card

2.1. Initial order

To receive the Cards, the Client must complete and sign the Membership Form, including the Order Form, and send it, along with the corresponding payment and requests for Cardholders' Cards, to the Accor Favorite Guest CORPORATE Card department.

Each Client must order no fewer than 5 Cards.

All Cards requested in the initial order are valid for a term of 12 months.

The Card price is based on the number ordered, and is indicated on the order form sent to the Client.

2.2. Ordering additional Cards

During the year, the Client may order additional cards by sending in a new completed and signed Order Form to the Accor Favorite Guest CORPORATE Card department, along with the corresponding payment and requests for additional Cardholders' Cards.

Additional Cards are issued for the remaining period of validity for Cards issued following the initial order. The Cards may not be issued for a period of less than 3 months; no order for additional Cards will be accepted if it is received by the Accor Favorite Guest CORPORATE Card department less than 4 months prior to the expiration date of the Cards in the initial order.

The price of the additional Cards is calculated on a pro rata basis, according to the total number of cards ordered and current (initial order plus additional order(s)), with a minimum of €40 per additional card. Please note that no reimbursement is made on payments for previously ordered cards.

2.3. Re-issuing cards

When the Cardholder leaves the company, the Client may request that this Card be cancelled and re-issued in the name of another employee at no additional cost.

The Client must send a request for the Card to be re-issued to the Accor Favorite Guest CORPORATE Card department, along with the former Cardholder's Card.

The new Card is issued for the remaining period of validity of the Card that it replaces.

2.4. Renewal of Cards

When Cards are renewed, the price per card is based on the total number of cards ordered for renewal.

No fewer than five 5 cards may be ordered at a time.

All Cards ordered for renewal are valid for a period of 12 months.

The Client must fill out and sign a new Order Form and send it, along with the corresponding payment and requests for any new Cardholders' Cards, to the Accor Favorite Guest CORPORATE Card department.

2.5. Issuing Cards

No Card may be issued before receiving the corresponding payment. Payment may be by a euro-denominated check, or by bank transfer.

2.6. Delivery of Cards

Cards are delivered to the Client at the address on the Order Form within 3 weeks from the time the complete order is received.

3 Program benefits

3.1. Rate benefits

→ Sofitel* and Pullman*

The Card gives the Cardholder a choice of the following benefits:

- Either a 20% discount on the full room rate (full published rack rate, or that given by the hotel, the Accor Reservations center, or the accorhotels.com website, excluding all discounts or promotions), not including breakfast, all weekdays (Monday to Thursday night, inclusive); and a discount of 20% or 50%* on the same rate for the weekend (Friday, Saturday and Sunday nights).
- Or a discount of 5% on the best unrestricted rate and the promotional rates published, or quoted the day of the reservation by the hotel, the Accor Reservations center, or the accorhotels.com site, subject to conditions applicable to these rates.

→ Novotel* and Mercure*

The Card entitles the Cardholder a choice of the following benefits:

- Either a discount of 15% on the best unrestricted rate for a room (published rack rate, or rate quoted by the hotel, or by the Accor Reservations center, or the Accorhotels.com site), excluding breakfast.
- Or a discount of 5% on promotional rates subject to published conditions or given the day of the reservation by the hotel, the Accor Reservations center, or the accorhotels.com site, subject to conditions applicable to these rates.

→ Suitehotel*

The Card gives the Cardholder a choice of the following benefits:

- Either a discount of 10% on the best unrestricted rate for a room (published rack rate, or rate quoted by the hotel, the Accor Reservations center, or the accorhotels.com site), excluding breakfast.
- Or a discount of 5% on 4 and 7-day packages, as well as promotional rates, subject to published conditions or those given the day of the reservation by the hotel, the Accor Reservations center, or the Accorhotels.com site, subject to conditions applicable to these rates.

→ Ibis* and All Seasons*

The Card entitles Cardholders to a 10% discount on the full rack rate for a room, breakfast and dinner, any day of the week (weekdays and weekend).

→ Accor Thalassa

Accor Thalassa is a brand used to designate certain resort hotels.

The aforementioned discounts by brand remain applicable.

Some hotels may, during certain periods, require a minimum stay with half-board.

Some hotels may, during certain periods, require a minimum stay with half-board.

For a reservation at a promotional rate involving specific conditions such as mandatory pre-payment and no cancellations or changes, the Client must comply with the sales terms related to the rate and, if necessary, authorize the debit of his or her payment card.

These discounts also apply to the price of an extra single room occupied by a child of the Cardholder. The child must be under 18 years old, and must be staying in the hotel at the same time as the Cardholder.

The net rate, including the discount granted to Cardholders, is directly displayed on the Accor hotels reservations site.

3.2. Late checkout

Subject to availability, and provided the front desk has been notified on arrival, any Cardholder may keep the room until 4 pm the day of departure.

3.3. Guaranteed availability

When the reservation is made by 12 Noon (local time in the country where the hotel is located) no later than three (3) days prior to the date of arrival, the Accor Favorite Guest CORPORATE Cardholder's reservation is guaranteed. If the hotel is not able to accommodate the Cardholder, it guarantees a room in another Accor Group hotel in the city or near the city that accepts the Accor Favorite Guest CORPORATE Card. If the Cardholder is accommodated in a hotel that is not part of the Accor Group, the hotel will reimburse the Client the cost of the first night, on presentation of a receipt.

Reservations are guaranteed for Cardholders all year long, except during special events that result in very high occupancy rates in the chosen location*.

Guaranteed reservations do not apply to hotels which operated by Accor Thalassa, Sofitel The Moorhouse Ikoyi Lagos, Schlosshotel im Grunewald, or to the Novotel Arcachon, Novotel Royan, Hotel Mercure Saint Jean de Monts and Parthenon Toulouse hotels.

If the guaranteed reservation advantage is taken into account, the discount is applied to full rates in Sofitel and Ibis hotels, and to the best unrestricted rate in Novotel, Mercure and Suitehotel hotels.

3.4. Preferential rates for Europcar rentals

The Cardholder benefits from preferential rates for the rental of Europcar vehicles**.

3.5. Reporting

The Client receives monthly reports via email, at the address given on the order form. This report contains the following information:

- current cards (Cardholders, Card numbers, number of room-nights);
- breakdown of expenses and room-nights for each hotel brand (including all Cardholders);
- breakdown of expenses and room-nights for each hotel (including all Cardholders).

No details concerning the cardholder and his stays by Accor will be communicated to the Client.

* Exceptions: detailed information available from the Accor Favorite Guest CORPORATE Card department, or the www.accorhotels.com website under "Loyalty Programs".

** Detailed information available from the Accor Favorite Guest CORPORATE Card department.

4 Use of Cards

- To receive the aforementioned benefits, the Cardholder must give his/her Card number and name when making the reservation, and present the Card on arrival at the hotel.
- These conditions must be met for the Cardholder to be entitled to the benefits (discounts, guaranteed reservations, etc.), and for the reporting.
- A stay at an Accor hotel does not entitle to advantages within the framework of another loyalty or subscription program (Mouvango...).

5 Room guaranteed in case of late arrival

Rooms reserved by the Cardholder are kept available until the following day at 12 Noon.

In case of a change in travel plans, the Cardholder must cancel the guaranteed reservation directly with the hotel concerned by 6 pm on the planned date of arrival. He or she will be given a cancellation confirmation number to make certain that the room is not billed (Please note: this benefit is not applicable in case of reservations for a restricted promotional rate).

Cardholders who do not show up at the hotel, and do not follow the cancellation procedure described above will be billed by the hotel for the first night, at the rate agreed by the parties.

6 Cancellation and withdrawal of the Card

The Client may at any given moment request in writing to the Accor Favorite Guest CORPORATE Card department the cancellation of one or more cards. The cancellation takes effect within 10 days of the Accor Favorite Guest CORPORATE Card department receiving the written request of the Client, along with the Card to be cancelled. The Client is not entitled to any reimbursement in this case.

Furthermore, any use of the Card that does not comply with these General Terms and Conditions may be penalized by the immediate cancellation of the Card, and neither the Client nor the Cardholder may make any claims whatsoever in this case.

7 Exclusions

Unless special local terms and conditions apply, the welcome drink offered at Sofitel do not include vintage wines or spirits.
The Novotel Val Thorens hotel does not offer the following benefits: discounts and guaranteed availability.

8 Changes to Card program

Clients and Cardholders recognize that the characteristics of the Card may be changed, in whole or in part, at any moment. In this case, a letter specifying the new General Terms and Conditions, as well as the date they take effect, will be sent to each Client and each Cardholder.

9 Additional terms and conditions

Information related to program membership and use of the Card is processed to take into account Client requests and provide the expected services. This information is intended for the Accor Group and in particular for its subsidiary PRO-FID. In the event of an incident concerning the Client or Cardholder file, special processing may be carried out. In application of the French personal privacy law of January 6, 1978, concerning information technology, files and freedom, the Client is entitled to access and rectify this information. The Client may exercise this right by writing to the Accor Favorite Guest CORPORATE Card department.

The Client must inform the designated Cardholders of the fact that their hotel stays are the subject of computerized data processing and reporting to the Client company. The Client undertakes to absolve PRO-FID from all responsibility in case of a claim filed by a Cardholder of the Client company because of information concerning the Cardholder.

It is the responsibility of the Cardholder to comply with the legal, fiscal and social obligations to which he or she may be subject, without the responsibility of PRO-FID being incurred in any regard whatsoever.

In case of a dispute between a Client and PRO-FID, the parties agree to seek an amicable resolution. ONLY FRENCH LAW APPLIES.

To contact the Accor Favorite Guest CORPORATE Card department:

→ by mail: 31, rue du Colonel Pierre Avia - 75904 Paris Cedex 15 - France

→ by phone: 33 (0)1 46 62 45 77

→ by fax: 33 (0)1 41 33 71 94