

Programs general terms and conditions



Le Club Accorhotels Loyalty

page 2



Accor Favorite Guest Business

page 7



la carte ibis

page 14



A|Club Favorite Guest

page 19

1. PROGRAM DESCRIPTION

The Le Club Accorhotels loyalty program ("Program") offered by PROFID SAS ("Administrator"), the company that handles customer loyalty for hotels in the Accor Group, was created to enable Le Club Accorhotels program Members ("Member" or "Members") to benefit from the advantages described below during their stays at Accor hotels participating in the Program and when making purchases at Program Partner establishments.

Membership in the Le Club Accorhotels program is only valid if allowed by the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

Client: Person who has not yet accepted the Program's General Terms and Conditions.

Advance: Exceptional cash advance authorized by some hotels; not eligible for earning points.

Frequent Flyer Program (FFP): Loyalty program offered by an airline company.

Member: Client who has accepted the Program's General Terms and Conditions.

Partner: Company participating in the Le Club Accorhotels program, either by offering Le Club Accorhotels points to all Le Club Accorhotels Members who make purchases in the Partner's own network, or by accepting Le Club Accorhotels rewards partners vouchers for purchases made in the partner's own network, or both.

Le Club Accorhotels point: A point represents a unit of value that corresponds to a monetary expense by the Member at a hotel or partner establishment participating in the program. Bonus points may also be offered by a specific hotel for special promotions.

Adjustment: Points credit following a claim by the Member or an error on the part of the Program.

Status: Membership level that defines a specific rate for earning points as well as advantages received at the hotel. The status depends on the frequency of stays (or the monetary amounts spent at hotels by the Member during a given period of time).

Transaction: The act of crediting or debiting points from a Member's account.

3. HOTELS PARTICIPATING IN THE PROGRAM

Establishments of the following brand hotels participate in the Program: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), ibis (excluding ibis budget), all seasons/ibis styles and Thalassa sea & spa, with some exceptions (notably ibis (excluding ibis budget) hotels in China outside Hong Kong).

▶ See list of non-participating hotels

If a hotel leaves the Accor network or ceases to be a Participating Establishment after a reservation has been made, but before the Member's actual stay, the Member does not earn Le Club Accorhotels points and does not benefit from any specific services or benefits at the hotel (including the use of Le Club Accorhotels rewards gift vouchers). In addition, special offers are no longer valid after the date at which the establishment leaves the Accor network or ceases its participation in the Program, even if the reservation was made before that date. If a Member is unjustly refused a credit of Le Club Accorhotels points or a specific advantage related to his or her membership, the responsibility of Accor is strictly limited to properly recording Le Club Accorhotels points on said Member's account.

4. PROGRAM MEMBERSHIP

4.1. MEMBERSHIP CONDITIONS

The Program is open to any person who is legally considered an adult in the country in which he or she has the legal capacity to sign a contract. Minors may not participate in the Program. Companies, associations, groups, Accor employees and Partners are not entitled to join the Program. Membership in the Program is free, and the nominative card is strictly personal. It may not be lent or sold. The card does not constitute a means of payment. Each Card is printed with the Member name, an individual identification number, and the expiration date of the Member's current status (for Silver, Gold, and Platinum status levels - see section 8 below). Each Member may only possess one Le Club Accorhotels card, whether a Loyalty or subscription card.

The Le Club Accorhotels card may only be used by the Member whose name is printed on the card. The Member should not disclose his or her number or password to any other party. The Member is responsible for all operations to and from his or her account.

The Member must have an individual e-mail address in order to join the Program.

The same e-mail address may not be used for two Members.

Program Members accept that these General Terms and Conditions are subject to modification, in whole or in part, at any time, and without notice. These General Terms and Conditions have been in effect since September 15, 2008 (latest update: March 2012).

4.2. WAYS TO JOIN THE PROGRAM

4.2.1 At participating hotels

Accor hotel Clients participating in the Program may join Le Club Accorhotels by contacting the hotel's reception desk at any time during their stay. The Client must provide the necessary information to join the Program in order to obtain a Program Member number during his or her stay. Until the Member receives the card, this number must be provided to each hotel for each stay in order to earn points.

An e-mail message is sent immediately to the new Member, confirming membership in the Program and the Member number. The Member is then entitled to fully benefit from all Program-related services, including access to various features on the Le Club Accorhotels Web site (checking the Le Club Accorhotels points account, converting Le Club Accorhotels points, etc.), recognition by all Accor Internet sites and call centers when making reservations. The Card is sent after the first stay.

The new Member may connect to accorhotels.com at any time.

4.2.2 On the accorhotels.com Web site

People may also join the Le Club Accorhotels Program by filling in the membership form on the accorhotels.com Web site. After submitting the form, the Member will receive a membership confirmation indicating the permanent Member number in e-mail sent to the address indicated on the form. This Member number entitles the Member to benefit from all Program services immediately. The Card is sent following the Member's first stay.

5. RECEPTION AND USE OF THE CARD

The Card is sent to the Member after his or her first hotel stay after joining the Program.

In order to take advantage of Program benefits, the Member must indicate his or her Member number when making reservations and then present the card upon check-in at the hotel. The Member must respect these conditions in order to be entitled to Program advantages.

This card does not serve as a guarantee in case of late arrival at the hotel. To guarantee a reservation for late arrival, the Member must provide a credit card number when making the reservation.

A Member of the Program may not cumulate benefits and points from different Programs for the same stay, with the exception of loyalty Programs related to the use of payment cards.

Engagements and rules to be respected by the Member:

- The Member agrees to remain courteous at all times.
- The Member must present his or her Card and/or Member number when making a reservation and upon check-in at the hotel.
- The Member must not lend his or her Card to any third-party.
- The Member shall not commit fraud or attempt any fraudulent action to obtain points.
- If the card is lost or stolen, the Member must inform the program Administrator via the Customer Service section on the accorhotels.com Web site.

6. CANCELLATION CONDITIONS & PROCEDURES

6.1. CANCELLATION BY THE MEMBER

At any time, the Member may decide to cancel his or her membership in the program using the Le Club Accorhotels Web site. Membership cancellation means complete and total withdrawal from the Program, thus permanently severing the existing relationship between Le Club Accorhotels and the Member. This severance causes all data pertaining to the Member to be deleted from the Le Club Accorhotels database, along with all points remaining in his or her account at the time of cancellation.

The Member may cancel membership by sending e-mail via the Customer Service section of the Web site, stipulating his or her desire to cancel.

6.2. CANCELLATION BY THE ADMINISTRATOR

Any use of the Le Club Accorhotels Card (thus of the Program) that does not comply with the present General Terms and Conditions may result in the immediate cancellation of the Card, benefits related to the Card, closing of the Member's account, and deletion of all accumulated Le Club Accorhotels points, without entitling the Member to claim any compensation of any kind.

7. EARNING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may not be transferred to another Member.

Le Club Accorhotels points do not have any cash value. Lost or unused Le Club Accorhotels points may not be redeemed for any monetary amount whatsoever.

7.1. RULES FOR EARNING POINTS AT PARTICIPATING HOTELS

Le Club Accorhotels Members earn Le Club Accorhotels points on the following basis:

- 1 eligible € spent = 2 Le Club Accorhotels points at Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, and Adagio (excluding Adagio Access) brand hotels.
- 1 eligible € spent = 1 Le Club Accorhotels point at ibis (excluding ibis budget) and all seasons/ibis styles hotels. At ibis (excluding ibis budget) hotels in France, only weekend stays (those stays including at least Friday, Saturday, or Sunday night) are eligible for points.
- 1 eligible € spent = 2 Le Club Accorhotels points at Thalassa sea & spa institutes if the Member stays at a Sofitel, Pullman, MGallery, Novotel, Suite Novotel, or Mercure brand hotel.
- 1 eligible € spent = 1 Le Club Accorhotels point at Thalassa sea & spa institutes if the Member stays at an ibis (excluding ibis budget) or all seasons/ibis styles brand hotel.

These rules do not take point acceleration factors into consideration based on the Member's status level.

If the Member's status changes between the time the reservation is made and check-out from the hotel, the rules for granting Le Club Accorhotels points are those that are in effect at the time of check-out. For stays of several consecutive nights, the Member shall receive a single points credit upon paying the entire bill. The Member shall not earn any points for a stay that involves check-out then check-in at the same establishment within the same day.

7.2. EXCHANGE RATES AND ROUNDING CALCULATIONS

7.2.1 Exchange rates

The amount on invoices paid outside the Euro zone will be converted into Euros.

The exchange rate to be used is that applied by the hotel at the time of check-out. This rate is extracted from the multi-currency "Multidevises" database for currency and financial information at Natixis bank, a company with 1,955,268,310.40 Euros capital and headquarters at 30 avenue Pierre Mendes France, in Paris, France, 75013.

7.2.2 Rounding out calculations

Points can only be granted in whole numbers. If the applied exchange rate used convert Euros into Le Club Accorhotels points results in a number of points with a decimal value, the number of Le Club Accorhotels points credited to the Member's account will be rounded down to the nearest whole number if the decimal is below 5, and will be rounded up to the nearest whole number if the decimal value is equal to, or higher than 5.

For example:

- Expenditure of €280.40 (for example, at a Sofitel hotel) results in a credit of 561 Le Club Accorhotels points.
- Expenditure of €280.80 results in a credit of 562 Le Club Accorhotels points.

7.3. VALIDITY OF POINTS

Le Club Accorhotels points are valid for a period of 12 months (365 consecutive days) following the check-out date. Validity is extended for 365 days each time a hotel stay is recorded on the Member's account (excluding promotional Meeting Planner offers, courtesy bonus, adjustments and promotional bonuses).

If the Member does not generate any transactions during a 365-day period, all Le Club Accorhotels points on his or her account are lost without notice, and with no possibility to restore or transfer them.

7.4. EARNING POINTS IN THE ACCOR HOTEL NETWORK

points credit can only be applied to a single Le Club Accorhotels card.

7.4.1 Eligible stays

When a Member stays at a hotel participating in the Program for a maximum of 30 consecutive nights, including at least one paid night, and truly staying at the hotel, the Member's account is credited with Le Club Accorhotels points according to the conditions described in paragraph 7.1.

Points calculation is based on the total invoice for eligible expenses paid (see definition in paragraph 7.4.3), excluding applicable taxes. This invoice must be paid while the Member is at the hotel, and payment must be accepted and confirmed. A payment by city ledger by a company is eligible if the rate is eligible. Therefore, if the Member issues an order to block the check used to pay the hotel, or if the bank account does not have sufficient funds to cover the check, or if the Member disputes payment made by a bank or credit card, Le Club Accorhotels points are not granted for the transaction in question.

In order to earn points, the eligible amount per night must be between:

- 15 and 3,000 € per night at Sofitel, Pullman, and MGallery hotels (excluding Thalassa sea & spa).
- 10 and 1,000 € per night at Novotel, Mercure, and Adagio (excluding Adagio Access) hotels (excluding Thalassa sea & spa).
- 5 and 500 € per night at Suite Novotel, ibis, and all seasons/ibis styles hotels (excluding ibis budget and Thalassa sea & spa).
- 5 and 3,000 € per night at Thalassa sea & spa hotels.

7.4.2 Eligible rates

Eligible rates entitle the Member to benefit from Program advantages. Eligible rates include all public, corporate and promotional rates with the exception of the following rates:

- Room rates for business or leisure group reservations when rooms are reserved as part of a conference or organized trip, or a group account or account that is paid for globally (excluding promotional Meeting Planner offers).
- Partner Rates.
- Crew room rates (airline, maritime and other company crew members).
- Room rates for Accor employees and Partner company employees.
- Tour Operator rates (excluding specific offers).

7.4.3 Restrictions based on type of sale

Rooms for which reservations are made via an agent or third party, such as a travel agent, Tour Operator, or Internet distribution channel, are not eligible for points credit or any other advantages related to the Program, except for those reservations made in the context of a corporate account.

7.4.4 Eligible expenses

Eligible expenses include:

- Accommodation expenses for the Member and one other room (a maximum total of 2 paid rooms), on the condition that said rooms are checked-in under the Member's name, that the Member stays in one of said rooms, that the second room is occupied by at least one member of his or her family, and that the Member personally pays the charges related to all these rooms upon check-out.
- Services in addition to the hotel stay itself, as defined here: mini-bar, telephone, room service, pay-TV, cleaning, Member meals eaten in the hotel restaurant, and drinks at the hotel bar.
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa sea & spa center affiliated with the participating hotel, and only if the Member stays at that hotel.

Exceptions / ineligible expenses (stays and expenses that do not entitle the Member to earn Le Club Accorhotels points or other Program-related advantages):

- Extra services (even if paid at the hotel) as part of a stay that is not paid directly on site at the hotel (such as stays purchased via a Tour Operator) are not eligible for earning Le Club Accorhotels points.
- Tax (including VAT), tips, taxi rides, airport/downtown transfers, service charges, and other applicable fees.
- Advances.
- Expenses incurred as part of a company-organized conference, banquet or any other gathering, including private events, that are paid-for globally by the Member (except Meeting Planner promotions).
- All other expenses paid, such as business centers, boutique purchases, spa products and services, hairdresser, beauty parlor, and golf green fees. Note: eligibility rules with respect to parking may vary according to the hotel's infrastructure.
- All fees that are not specifically listed as being eligible.

7.5. EARNING POINTS WITH PARTNER COMPANIES

Le Club Accorhotels points may also be earned with a variety of Program partners, as described in the Partners section.

8. PROGRAM BENEFITS

The Program offers Members four (4) possible status levels based on the number of nights stayed at participating hotels, or on the number of points earned over a twelve (12) month period (365 days). Program status levels are Classic, Silver, Gold and Platinum.

The Member's status changes when he or she satisfies the conditions for obtaining another level, as described below. The new status is valid for a period of 12 months (365 days). At the end of this 12-month period, the Member's current status is renewed for an additional 12 months (365 days) if the Member still satisfies the conditions for said status. If the Member no longer satisfies these conditions over the following 12 month period, then the Member receives the status level that corresponds to his or her activity (see rates below) at the end of said period. The Member's new Card is sent immediately, corresponding to the new status level.

Rules for earning Program advantages depend on the Member's status at the time of the stay (check-in date). Program benefits are only granted to the Member if the corresponding stay is eligible; that is, if the stay qualifies for earning Le Club Accorhotels points.

8.1. LE CLUB ACCORHOTELS: ADVANTAGES

Le Club Accorhotels Members earn Le Club Accorhotels points on the following basis:

- 1 eligible Euro spent = 2 Le Club Accorhotels points at Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, and Adagio (excluding Adagio Access) brand hotels.
- 1 eligible Euro spent = 1 Le Club Accorhotels point at ibis (excluding ibis budget) and all seasons/ibis styles hotels.
- 1 eligible Euro spent = 2 Le Club Accorhotels points at Thalassa sea & spa institutes if the Member stays at a Sofitel, Pullman, MGallery, Novotel, Suite Novotel, or Mercure brand hotel.
- 1 eligible Euro spent = 1 Le Club Accorhotels point at Thalassa sea & spa institutes if the Member stays at an ibis (excluding ibis budget) or all seasons/ibis styles brand hotel.

Rules for rounding out calculations are defined in section 7.2.2.

These rules do not take point acceleration factors into consideration based on the Member's status level.

If the Member's status changes between the time the reservation is made and check-out from the hotel, the rules for granting Le Club Accorhotels points are those that are in effect at the time of check-out.

8.2. LE CLUB ACCORHOTELS SILVER POINTS SCHEDULE AND ADVANTAGES

To reach Silver Status in the Le Club Accorhotels Program, the Member must stay at least 10 eligible nights, or earn 2,500 Le Club Accorhotels points, at participating establishments over a 12-month (365 day) period.

Le Club Accorhotels Silver Members benefit from a bonus of 50 % additional Le Club Accorhotels points earned at participating hotels for all stays that take place after the Status change date. This 50% points bonus only applies on points from hotel stays.

Le Club Accorhotels Silver Members also benefit from the following advantages and services during their stays only at Sofitel hotels (excluding Thalassa sea & spa):

- A welcome drink upon arrival (for one or two people, to be consumed at the hotel bar or restaurant during the stay).
- A welcome gift.

8.3. LE CLUB ACCORHOTELS GOLD POINTS SCHEDULE AND ADVANTAGES

To reach Gold status in the Le Club Accorhotels Program, the Member must stay at least 30 eligible nights, or earn 10,000 Le Club Accorhotels points at participating establishments over a 12-month (365 day) period.

Le Club Accorhotels Gold Members benefit from a point bonus of 75 % with respect to the Le Club Accorhotels points schedule, for all stays that take place after the Status change date. This 75 % bonus only applies to points for hotel stays.

Le Club Accorhotels Gold Members also benefit from the following advantages and services during their stays at Sofitel, Pullman, and MGallery hotels only (excluding Thalassa sea & spa):

- A welcome drink upon arrival (for one or two people, to be consumed at the hotel bar or restaurant during the stay).
- A welcome gift.
- A late check-out option to keep the room until 4:00 pm on the date of departure at no additional charge, subject to room availability. The Member's desire to keep the room must be mentioned at the reception desk upon arrival.
- Guaranteed room availability if the reservation is made before 12:00 pm (noon) local time in the country where the hotel is located, at least five (5) days before the expected arrival date. This guarantee only applies to stays paid at the regular public rate or full rate (not including promotions or reductions), and for one room (the Member's room). If the hotel is unable to honor this room availability guarantee, it is committed to obtaining accommodations for the Member at a nearby Sofitel, Pullman, or MGallery hotel or at a hotel in an equivalent category. If it is necessary for the Member to stay at a hotel that does not belong to the Accor group, the hotel will reimburse the Member for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. All hotel stay expenses for the night in question (price paid by the Member plus the additional price difference reimbursed by the hotel) are eligible for Le Club Accorhotels points credit. This room availability guarantee is valid at all participating Sofitel, Pullman, and MGallery hotels, with the exception of those hotels listed here (**see hotel list**). Room guarantees are not available during exceptional events that generate high demand for the desired destination (**see unavailable dates**). In order to properly benefit from the room availability guarantee, the Member must always explicitly request said guarantee at the time of reservation.
- Upgrade to the next higher room category (subject to room availability at the time of check-in). The Member must request this advantage upon arrival at the hotel.

8.4. LE CLUB ACCORHOTELS PLATINUM POINTS SCHEDULE AND ADVANTAGES

To reach Platinum status in the Le Club Accorhotels Program, the Member must stay at least 60 eligible nights, or earn 25,000 Le Club Accorhotels points at participating establishments over a 12-month (365 day) period.

Le Club Accorhotels Platinum Members benefit from a point bonus of 100% with respect to the Classic Le Club Accorhotels points schedule, for all stays that take place after the Status change date. This 100 % bonus only applies to points for hotel stays.

Le Club Accorhotels Platinum Members also benefit from the following advantages and services during their stays at Sofitel, Pullman, and MGallery hotels only (excluding Thalassa sea & spa):

- A welcome drink upon arrival (for one or two people, to be consumed at the hotel bar or restaurant during the stay).
- A welcome gift.
- A late check-out option to keep the room until 4:00 pm on the date of departure at no additional charge, subject to room availability. The Member's desire to keep the room must be mentioned at the reception desk upon arrival.
- Guaranteed room availability if the reservation is made before 12:00 pm (noon) local time in the country where the hotel is located, at least three (3) days before the expected arrival date. This guarantee only applies to stays paid at the regular public rate or full rate (not including promotions or reductions), and for one room (the Member's room). If the hotel is unable to honor this room availability guarantee, it is committed to obtaining accommodations for the Member at a nearby Sofitel, Pullman, or MGallery hotel or at a hotel in an equivalent category. If it is necessary for the Member to stay at a hotel that does not belong to the Accor group, the hotel will reimburse the Member for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. All hotel stay expenses for the night in question (price paid by the Member plus the additional price difference reimbursed by the hotel) are eligible for Le Club Accorhotels points credit. This room availability guarantee is valid at all participating Sofitel, Pullman, and MGallery hotels, with the exception of those hotels listed here (**see hotel list**). Room guarantees are not available during exceptional events that generate high demand for the desired destination (**see unavailable dates**). In order to properly benefit from the room availability guarantee, the Member must always explicitly request said guarantee at the time of reservation.
- Upgrade to the next higher room category (subject to room availability at the time of check-in). The Member must request this advantage upon arrival at the hotel.
- Dedicated customer service by telephone for all Program-related information.
- Le Club Accorhotels Platinum Members who stay at an aparthotel in the Adagio (excluding Adagio Access) network can also take advantage of late check-out (subject to availability), and a welcome gift for stays of ten (10) nights or more.
- Le Club Accorhotels Platinum Members who stay at a hotel in the Thalassa sea & spa network are offered a Thalassa sea & spa Institute beauty product or treatment.

9. CONVERTING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may be:

- Converted into Le Club Accorhotels rewards gift vouchers.
- Converted into airline Miles.
- Converted into ClubSmart points.
- Donated to Institut Pasteur.
- Converted into Bahn.Bonus points.

All requests to convert Le Club Accorhotels points into vouchers, airline Miles, ClubSmart points or Bahn.Bonus points, as well as donations to Institut Pasteur, are definitive. Points are debited from the Member's account when conversion is ordered.

9.1. CONVERSION TO LE CLUB ACCORHOTELS REWARDS GIFT VOUCHERS

Any time the number of Le Club Accorhotels points in the Member's Le Club Accorhotels points account reaches a level certain level (as indicated by the balance on the Member's account statement), the Member may convert some or all of these Le Club Accorhotels points into Le Club Accorhotels rewards gift vouchers. The required amount of Le Club Accorhotels points is defined in the Rewards section.

A complete description of Le Club Accorhotels vouchers (values and conversion rates) is provided in the Rewards section.

Members must order their Le Club Accorhotels rewards gift vouchers on the **accorhotels.com** Web site.

Amounts paid using Le Club Accorhotels rewards gift vouchers do not generate Le Club Accorhotels points credit.

Le Club Accorhotels reserves the right to void any given Le Club Accorhotels rewards gift voucher in case of fraud with respect to the Member's account.

There are two types of Le Club Accorhotels rewards gift vouchers: hotel vouchers (in electronic format) and partner vouchers (in paper format).

9.1.1 Le Club Accorhotels rewards hotel vouchers

Le Club Accorhotels rewards hotel vouchers are vouchers provided exclusively in electronic format.

These vouchers must be printed. These vouchers are accepted every day of the week up until their expiration date, and may be used to pay for all or part of those services (including at least one night) rendered at one of our 2,500 Accor hotels participating in the Le Club Accorhotels program around the world: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, ibis (excluding ibis budget), all seasons/ibis styles, plus Adagio (excluding Adagio Access) Aparthotels and Thalassa establishments. These vouchers are accepted at ibis (excluding ibis budget) hotels in France only on Friday, Saturday, and Sunday nights.

Labeled in Euros or US Dollars, Le Club Accorhotels rewards hotel vouchers may be used outside the country in which they were issued.

The exchange rate used is that which is applied by the hotel upon check-out.

Le Club Accorhotels rewards hotel vouchers must be printed by the Cardholder or Member before being presented at the hotel reception desk.

Le Club Accorhotels rewards hotel vouchers are not accepted as full or partial payment for professional events such as seminars, conferences, banquets, tourist groups, etc.

Le Club Accorhotels rewards hotel vouchers are not accepted by partners participating in the Le Club Accorhotels program. (complete information is available in the Partners section).

Le Club Accorhotels rewards hotel vouchers are transferable and non-nominative.

Le Club Accorhotels rewards hotel vouchers are valid for a period of 6 months from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards hotel voucher.

In order to be valid, vouchers must be used for payment before their expiration date, by presenting the printed voucher at the hotel.

Payment using Le Club Accorhotels rewards hotel vouchers must, and may only be made at the hotel. Vouchers must be presented at the reception desk during the stay, and are no longer valid after the hotel deactivates the voucher numbers.

Le Club Accorhotels rewards hotel vouchers may not be used for full or partial prepayment for a stay or to guarantee a reservation (non-cancelable pre-paid rate, non-modifiable rates shall not be reimbursed under any circumstances – only those expenses paid on-site may be paid with Le Club Accorhotels rewards gift vouchers).

Several Le Club Accorhotels rewards gift vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the hotel.

The Member may print Le Club Accorhotels rewards hotel vouchers from any properly equipped computer (the computer must be connected to the Internet, and must have Acrobat Reader software and a laser or ink-jet printer with a minimum resolution of 300 dpi). These Le Club Accorhotels rewards hotel vouchers are only valid if printed on blank white A4 or US letter paper on both sides, without changing print size, in portrait mode (vertical), using a laser or ink-jet printer.

Le Club Accorhotels rewards hotel vouchers that are partially printed, damaged, or illegible will not be accepted as payment in hotels.

Le Club Accorhotels rewards hotel vouchers shall not be replaced or reimbursed, and Le Club Accorhotels points shall not be re-credited in case of loss, theft, deterioration or expiration, or for anomalies that may arise when placing an order.

Conditions and restrictions for using Le Club Accorhotels rewards hotel vouchers are available on the accorhotels.com Web site when placing a voucher order, as well as on the printable version of the vouchers.

Hotels reserve the right to refuse to accept Le Club Accorhotels rewards hotel vouchers in case of unauthorized usage.

9.1.2 Le Club Accorhotels rewards partners vouchers

Le Club Accorhotels rewards partners vouchers are provided in paper format. They are accepted every day up until the expiration date printed on the front of each voucher to pay for all or part of services or purchases at selected partner establishments participating in the Le Club Accorhotels program (complete information is available in the Partners section).

Le Club Accorhotels rewards partners vouchers are not accepted at Accor hotels participating in the Le Club Accorhotels program. The partner reserves the right to refuse to accept Le Club Accorhotels rewards partners vouchers in case of unauthorized usage.

Labeled in Euros or US Dollars, Le Club Accorhotels rewards partners vouchers may be used outside the country in which they were issued.

Several Le Club Accorhotels rewards partners vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the partners participating in the Le Club Accorhotels program.

Le Club Accorhotels rewards partners vouchers are valid for a period of one (1) year from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards partners voucher. In order to be valid, vouchers must be used to pay for all or part of the provided Partner service (paid to the Partner directly) before

the expiration date. Le Club Accorhotels rewards partners vouchers are transferable and non-nominative. Vouchers shall not be reimbursed, and Le Club Accorhotels points shall not under any circumstances be re-credited in case of loss, theft, destruction, or expiration, and change is not returned on purchases made with vouchers.

Le Club Accorhotels rewards partners vouchers are only valid if accompanied by their original stub (part of the voucher is detachable).

Le Club Accorhotels rewards partners vouchers may not be used for prepayment in full or in part, or to guarantee a reservation.

Conditions and restrictions for using Le Club Accorhotels rewards partners vouchers are indicated on the back of each voucher.

The Member must comply with Partner terms and conditions related to using Le Club Accorhotels rewards partners vouchers (see general terms of acceptance for Le Club Accorhotels rewards partners vouchers on accorhotels.com).

Specific conditions may apply for each partner.

9.2. CONVERSION INTO AIRLINE MILES

In order to convert Le Club Accorhotels points into Airline Miles, the Member must be registered in the airline program to which he or she wishes to transfer Le Club Accorhotels points prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into airline Miles (after reaching a minimum level of Le Club Accorhotels points) with Le Club Accorhotels Program partner companies (based on his or her account balance shown on accorhotels.com). The list of participating airline carriers, conversion limit(s) and the Le Club Accorhotels points-to-airline Miles conversion rates are provided on accorhotels.com in the Rewards section.

The Member must request Le Club Accorhotels points conversion on the accorhotels.com Web site. It may take up to six (6) weeks for Le Club Accorhotels points to be transferred to the desired airline loyalty program.

The Member or Cardholder may also select the "automatic transfer" option in "My account/My profile". Airline Miles are automatically transferred to your frequent flyer program within six (6) weeks.

9.3. CONVERSION INTO SHELL CLUBSMART POINTS

In order to convert Le Club Accorhotels points into Shell ClubSmart points, the Member must be registered in the Shell ClubSmart program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into ClubSmart points (after reaching a minimum level of Le Club Accorhotels points) with Shell (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-ClubSmart points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for Shell section.

The Member must request Le Club Accorhotels points' conversion into Shell ClubSmart points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the Shell loyalty program.

9.4. LE CLUB ACCORHOTELS POINTS DONATIONS TO INSTITUT PASTEUR

Whenever the number of Le Club Accorhotels points in the Member's Le Club Accorhotels account reaches a level of at least 2,000 Le Club Accorhotels points (based on the balance shown on the account statement), the Member may choose to donate his or her Le Club Accorhotels points to Institut Pasteur, with 2,000 Le Club Accorhotels points corresponding to 40 Euros. The Member can request this donation via the accorhotels.com Web site.

Once Le Club Accorhotels points have been donated, these points are no longer available for use by the Member. All Le Club Accorhotels points' donations are definitive.

The corresponding funds are transferred to Institut Pasteur by the Administrator, who acts in the name and on behalf of the Member. As such, and with the Member's permission, the Administrator shall communicate the name and coordinates of the Member to Institut Pasteur in order to establish and send a tax receipt.

Tax reduction and sending a tax receipt for 2010 revenue (for residents of France):
– Individuals may benefit from an income tax reduction corresponding to sixty-six (66) percent of their donation, with a limit of up to twenty (20) percent of their taxable revenue, on the condition that said donation(s) are made to organizations referred to as "general interest" organizations.
– Within approximately three (3) weeks, Institut Pasteur will send a tax receipt in the Member's name, according to established regulations, in the event that said donors intend to take advantage of the corresponding tax reduction.
– The tax receipt will be sent to the address provided in the "My profile" section. In order to receive the tax receipt at a different address, the Member must update his or her profile before making the donation.

– For Members residing in countries other than France: it is the Member's responsibility to check with a qualified tax advisor for information regarding the eligibility of Le Club Accorhotels points donations for tax reduction.

9.5. CONVERSION INTO BAHN.BONUS POINTS

In order to convert Le Club Accorhotels points into bahn.bonus points, the Member must be registered in the Die Bahn program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into bahn.bonus points (after reaching a minimum level of Le Club Accorhotels points) with Die Bahn (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-bahn.bonus points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for bahn.bonus section.

The Member must request Le Club Accorhotels points' conversion into bahn.bonus points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the bahn.bonus loyalty program.

10. ERRORS AND RETROACTIVE CLAIMS

10.1. ACCOR CLAIMS

10.1.1 Earned Le Club Accorhotels points

If the Member notices that Le Club Accorhotels points were not credited correctly within a period of at least seven (7) days following his or her hotel stay, the Member may request that the account balance be adjusted within six (6) months of said stay (with respect to the check-out date), by filling in the corresponding claim form in the Customer Service section of the Web site, explaining the purpose of the claim and submitting a copy of the hotel invoice in question. This invoice must not contain any handwritten modifications. Only the format produced by the hotel will be taken into account.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

The Member may use the forms available in that same section for other Program-related claims.

10.1.2 Le Club Accorhotels rewards gift vouchers

For any claim related to Le Club Accorhotels rewards gift vouchers (reception, use, etc.), the Member must use the corresponding form in the Customer Service section on accorhotels.com

10.2. PARTNER CLAIMS

10.2.1 Earned Le Club Accorhotels points

In case the Member has a claim related to Le Club Accorhotels points earned from Le Club Accorhotels Program partners, the Le Club Accorhotels Member may submit a request by filling in the corresponding claim form provided in the Customer Service section of the Le Club Accorhotels Web site, explaining the reason for the claim, and submitting any relevant receipts. Following services by a Partner establishment, a minimum period of six (6) weeks is required before the Member can submit a claim for adjustment. The time limit to submit this claim following the transaction depends on the Partner. This information is provided in the Partners section on the site.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

10.2.2 Using Le Club Accorhotels rewards partners vouchers with Partners

For any claim related to the acceptance of Le Club Accorhotels rewards partners vouchers by Le Club Accorhotels Partner establishments, the Member must use the corresponding claim form in the Customer Service section of the Web site.

10.2.3 Converting Le Club Accorhotels points into airline Miles

The Administrator's responsibility with respect to converting Le Club Accorhotels points into Airline Miles ends at the moment the airline company confirms the conversion request. In case the conversion of Le Club Accorhotels points into airline Miles does not take place within a period of six (6) weeks, and if the Le Club Accorhotels points are not debited from the Member's account, the Member must renew the conversion request. On the other hand, if the Le Club Accorhotels points are debited from the Member's account but the airline Miles are not properly credited to the specified airline loyalty program account, the Member must file a claim form provided on the accorhotels.com Web site. Claims must be filed within six (6) months of the Member's initial request. An e-mail is then sent to the Member with information regarding the claim.

11. PROGRAM COMMUNICATIONS

The Member can access all information related to his or her membership in the Le Club Accorhotels Program (including the current Le Club Accorhotels points balance) on the accorhotels.com Web site.

Any Le Club Accorhotels Member who joins the Program accepts to receive commercially-related electronic communications on the part of the Program. The Member occasionally receives e-mail with commercial information about the Le Club Accorhotels Program. If the Member no longer wishes to receive commercial e-mail from the Program, he or she may cancel this option at any time without any other consequences.

Any changes to e-mail or postal addresses, Member name, or any other relevant membership information must be made by the Member directly in his or her Le Club Accorhotels account via the accorhotels.com Web site.

12. DATA PRIVACY AND APPLICABLE LAW

The information collected during the registration process, and related to the use of the Le Club Accorhotels card (Program), is subject to processing in order to be able to handle the Member's request appropriately, to provide the expected services, and, if accepted by the Member, to send him or her commercial information related to the Le Club Accorhotels Program. This information is handled by Accor, who is responsible for data processing, as well as by its subsidiaries, notably PROFID SAS and Le Club Accorhotels Centre de Contacts Clients (Accor Customer Contact Center) or providers qualified by Accor to manage the AIClub program.

In compliance with the French Data Privacy Act no. 78-17 of January 6, 1978 ("Informatique et Libertés"), Members have the right to access, modify, correct or delete any personal information related to him or her, as well as to oppose the processing of this information, by contacting Accor – Data Privacy Department – 110 avenue de France – Immeuble Odyssee – 75013 Paris.

Membership in the Program implies the explicit and unconditional acceptance of these General Terms and Conditions by the Member. The present General Terms and Conditions supersede any previous texts on the subject.

In case of a dispute between the Member and PROFID SAS, both parties agree to first seek out-of-court settlement.

LE CLUB ACCORHOTELS IS GOVERNED EXCLUSIVELY BY FRENCH LAW. Any disagreement or litigation resulting from the context described in the present General Terms and Conditions that cannot be resolved out-of-court will be handled by the appropriate courts in the jurisdiction of Paris.

Our commitment for Data Privacy.

13. MEMBER INFORMATION

All information and details related to the Le Club Accorhotels Program, in particular with respect to additional services provided by participating hotels, partner benefits, and conditions related to Le Club Accorhotels rewards gift vouchers, are provided on the accorhotels.com Web site.

These General Terms and Conditions were last updated on: March 2012. ■

1. PROGRAM DESCRIPTION

The Le Club Accorhotels loyalty program ("Program") offered by PROFID SAS ("Administrator"), the company that handles customer loyalty for hotels in the Accor Group, was created to enable Le Club Accorhotels program members ("Member" or "Members") to benefit from the advantages described below during their stays at Accor hotels participating in the Program and when making purchases at Program Partner establishments.

Membership in the Le Club Accorhotels program is only valid if allowed by the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

Le Club Accorhotels Point: A Point represents a unit of value that corresponds to a monetary expense by the Member at a hotel or partner establishment participating in the program. Bonus points may also be offered by a specific hotel for special promotions.

Account Manager: company that joins the Program and purchases Accor Favorite Guest Business cards for use by its employees.

Adjustment: points credit following a claim by the Member or an error on the part of the Program.

Advance: Exceptional cash advance authorized by some hotels; not eligible for earning points.

Cardholder: employee who benefits from an Accor Favorite Guest Business card subscribed by his or her employing company, the Account Manager

Client: Person who has not yet accepted the Program's General Terms and Conditions.

FFP: Frequent Flyer Program: Loyalty program offered by an airline company.

Individual: Member who is not subject to VAT (Value-Added Tax) in his or her country and who does not purchase the Accor Favorite Guest Business card for purposes related to his or her professional activity.

Member: Client who has accepted the Program's General Terms and Conditions.

Partner: Company participating in the Le Club Accorhotels program, either by offering Le Club Accorhotels points to all Le Club Accorhotels Members who make purchases in the Partner's own network, or by accepting Le Club Accorhotels rewards partners vouchers for purchases made in the partner's own network, or both.

Professional: Member who is subject to VAT in his or her country and who purchases the Accor Favorite Guest Business card for purposes related to his or her professional activity.

Status: Member or Cardholder level that defines a specific rate for earning points as well as advantages received at the hotel. The status depends on the frequency of stays (or the monetary amounts spent at hotels by the Member or Cardholder during a given period of time).

Transaction: The act of crediting or debiting points from a Member's account.

3. HOTELS PARTICIPATING IN THE PROGRAM

Establishments of the following brand hotels participate in the Program: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), ibis (excluding ibis budget), all seasons/ibis styles and Thalassa sea & spa, with some exceptions (notably ibis (excluding ibis budget) hotels in China outside Hong Kong).

See list of non-participating hotels

If an establishment leaves the Accor network or ceases to be a Participating Establishment after a reservation has been made but before the Member actual stay, the Member does not earn Le Club Accorhotels Points and does not benefit from any specific services or benefits at the hotel (including the use of Le Club Accorhotels rewards vouchers). In addition, special offers are no longer valid after the date at which the establishment leaves the Accor network or ceases its participation in the Program, even if the reservation was made before that date. If a Member is unjustly refused a credit of Le Club Accorhotels Points or a specific advantage related to his or her membership, the responsibility of Accor is strictly limited to properly recording Le Club Accorhotels Points on said Member account.

4. PROGRAM MEMBERSHIP

4.1. MEMBERSHIP CONDITIONS

Only legal entities (companies) and adult individuals may participate. Companies belonging to the Accor group, Accor employees, Accor partners, and groups may not be members in the Program.

Membership in the Program is based on an annual subscription fee paid by the Client.

The card is nominative and strictly personal. It may not be lent or sold. The card does not constitute a means of payment and does not guarantee reservations. Each Accor Favorite Guest Business Card contains the Member's name (for personal memberships by individuals) or the Cardholder's name and the company name of his or her employer (for memberships by a company for its employees via an Account Manager), as well as a unique identification number and the card's expiration date. Each Member or Cardholder may only possess one Le Club Accorhotels card, whether obtained via subscription or as a loyalty award.

The Accor Favorite Guest Business card may only be used by the Member or Cardholder whose name is printed on the card. The Member or Cardholder should not disclose his or her card number or password to any other party. The Member or Cardholder is responsible for all operations to and from his or her account.

The Member must have an individual e-mail address in order to join the Program. No two Members or Cardholders may use the same e-mail address.

Professionals and Account Managers residing within the European Union are required to enter their intra-community VAT number and provide it to PROFID SAS. It is the Member or Account Manager's responsibility to provide this information.


In case the provided intra-community VAT number is incorrect or inexistent, PROFID SAS may invoice a professional Member or Account Manager residing within the European Union for the French VAT amount of 19.6% on the purchase price of the Accor Favorite Guest Business card.

Professionals and Account Managers outside the European Union are not required to provide an intra-community VAT number, but they confirm that they are indeed subject to VAT in their country of residence and that they are acting on behalf of their professional activity. It is the Member's responsibility to provide this information.

If the information provided is inexact or incorrect (with respect to place of residence or professional status), the Professional may be invoiced for French VAT.

For more information on VAT identification numbers and related regulations, please see the following Web sites:

 http://ec.europa.eu/taxation_customs/vies/vieshome.do

 http://ec.europa.eu/taxation_customs/taxation/vat/key_documents/legislation_recently_adopted/index_en.htm

Membership or renewal of the Accor Favorite Guest Business Card by the Member or Account Manager implies the full and unconditional acceptance of these General Terms and Conditions and their subsequent updates.

The Account Manager agrees to inform employees about these General Terms and Conditions and confirms that said employees also accept these General Terms and Conditions.

Program Members accept that these General Terms and Conditions are subject to modification, in whole or in part, at any time, and without notice.

4.2. WAYS TO JOIN THE PROGRAM

4.2.1 Ways for individual or professional Members to join

– Individual or Professional members residing in France:

The membership fee is 142,14 € excluding tax (170 € including applicable VAT at 19.6%), not counting temporary promotional offers or specific local conditions indicated on the membership signup form.

Payment may only be made by credit card when joining the program via the accorhotels.com Web site.

– Professionals residing outside France:

Assuming compliance with the conditions described in section 4.1, the membership fee is 142,14 € (excluding French VAT), not counting temporary promotional offers or specific local conditions indicated on the membership signup form.

Payment may only be made by credit card when joining the program via the accorhotels.com Web site.

4.2.1.1 At participating hotels

Accor hotel Clients participating in the Program may join Accor Favorite Guest Business at the hotel by contacting the reception desk at any time during their stay.

The Client must provide the necessary information to join the Program in order to obtain a permanent Program Member number. The hotel will register the Client for the free Le Club Accorhotels Loyalty program. Following registration, the new Member will immediately receive an e-mail as confirming registration. When connecting to accorhotels.com for the first time, the Member chooses the Accor Favorite Guest Business option. He or she may then pay the membership fee and benefit from the

terms and conditions, and all Program services: permanent reductions with participating brands, access to various features on the Le Club Accorhotels Web site (checking the Le Club Accorhotels points account, converting Le Club Accorhotels points, etc.), recognition by all Accor Internet sites and call centers when making reservations. In case the confirmation e-mail is lost, the new Member may proceed with validation on-line by connecting directly to accorhotels.com. If the Member does not validate his or her account within the time limit communicated to the Member, all personal data and acquired Le Club Accorhotels points are permanently deleted from the database. After PROFID SAS accepts the credit card membership payment, the new Member receives a confirmation e-mail containing a permanent Member number. This e-mail is sent to the address indicated by the Member when signing up for the program and answering a series of additional questions enabling the Program to best take the Member's expectations into account. This Member number entitles the Member to benefit from all Program services immediately.

4.2.1.2 On the accorhotels.com Web site

People may also join the Le Club Accorhotels Program by filling in the membership form on the accorhotels.com Web site. After submitting the form, and after PROFID SAS has validated membership payment via credit card, the Member will receive a membership confirmation indicating the permanent Member number in e-mail sent to the address indicated on the form. This Member number entitles the Member to benefit from all Program services immediately.

4.2.2 Ways for Cardholders to join via an Account Manager

– Account Managers residing in France:

The membership fee is 80 € excluding tax (95,68 € including applicable VAT at 19.6%) per card for orders of five (5) cards or more, not counting temporary promotional offers or specific local conditions indicated by the sales representative.

– Account Managers residing outside France:

Assuming compliance with the conditions described in section 4.1, the membership fee is 80 € (excluding French VAT) per card for orders of five (5) cards or more, not counting temporary promotional offers or specific local conditions indicated by the sales representative.

Payment may be made by check (in Euros) or by wire transfer.

By enabling the Cardholder employee to benefit from rewards and advantages as part of the Le Club Accorhotels Program, the Account Manager must pay for all obligations, taxes, and social charges for which said Account Manager is liable with respect to this bonus, which constitutes an in-kind benefit.

The Account Manager ordering cards for use by the Cardholder shall not hold the Administrator, the ACCOR SA company, or any company in the Accor group, responsible for any appeal by their agents, third-parties, or tax or social charges collection entity for payment of said obligations, taxes, or charges.

4.2.2.1 Via a sales representative

To obtain cards, the Account Manager must complete a membership file with a sales representative, along with a properly filled-in electronic order form, the corresponding payment, as well as card requests by Cardholder.

Each Account Manager must order at least five (5) cards upon the first order. These cards are valid for twelve (12) months.

The amount of the order is calculated on the ordered quantity and is included on the order form submitted to the Account Manager by the sales representative.

4.2.2.2 Ordering additional cards

The Account Manager may order additional cards during the year by sending a new properly filled-in electronic order form to the Accor sales representative, along with the corresponding payment and Cardholder requests for additional cards.

The additional cards issued are valid for the remainder of the validity period for the cards from the first order. As card validity may not be less than two (2) months, no orders for additional cards will be accepted if received by the Accor sales representative less than two (2) months before the expiration date of the cards from the first order.

The cost of additional cards is calculated based on a pro rata temporis rate, in proportion to the time remaining in the validity period, taking into account the total number of ordered and currently-valid cards, that is, the first card order plus any additional card orders. No reimbursements shall be made on the price paid for previously-ordered cards.

5. RECEPTION, USE, AND RE-ASSIGNMENT OF THE CARD

5.1. RECEPTION

5.1.1 By the Member

The Card is sent to the Member once his or her registration in the Program is complete, and after PROFID SAS has validated on-line credit card payment for the membership on accorhotels.com.

5.1.2 By the Account Manager and Cardholder

Cards are only issued after PROFID SAS has received the corresponding payment in full.

Cards are delivered to the Account Manager at the address indicated on the order form with period no longer than three (3) weeks after the complete order is received.

5.2 USE

In order to take advantage of Program benefits, the Member or Cardholder must indicate his or her individual Member or Cardholder identification number when making a reservation, and then present the Card, or individual identification number if the Card has not yet been received, upon check-in at the hotel. The Member must respect these conditions in order to be entitled to Program advantages.

A Program Member or Cardholder may not cumulate benefits and points from different Programs for the same stay, with the exception of loyalty programs related to the use of payment cards.

Engagements and rules to be respected by the Member or Cardholder:

- The Member or Cardholder agrees to remain courteous at all times.
- The Member or Cardholder must present his or her Card and/or Member number when making a reservation and upon check-in at the hotel.
- The Member or Cardholder must not lend his or her card to any third-party.
- The Member or Cardholder shall not commit fraud or attempt any fraudulent action to obtain points.
- If the card is lost or stolen, or in case the two sides of the Accor Favorite Guest Business card become separated, the Member or Cardholder must submit an on-line declaration using his or her account on accorhotels.com, via the Customer Service section, in order to obtain a replacement.

5.3 RE-ASSIGNMENT OF CARDS UPON REQUEST BY THE ACCOUNT MANAGER

When a Cardholder is no longer employed by the company, the Account Manager may request cancellation of that Cardholder's card, and the reassignment of a Card for another employee at no additional charge. The Account Manager must send a properly filled-in re-assignment request to the Accor sales representative.

The new Card is issued for the validity period remaining on the card being replaced.

6. RENEWAL AND CANCELLATION PROCEDURES

Membership in the Accor Favorite Guest Business program is for a minimum duration of one (1) year.

6.1. RENEWAL

6.1.1 By the Member

The Member may renew his or her Accor Favorite Guest Business Card directly on-line on accorhotels.com before the expiration date of his or her membership.

6.1.2 By the Account Manager

When the Account Manager renews Cards, the unit price for each card is calculated on the total number of Cards ordered at the time of renewal.

The renewal order must include a minimum of five (5) cards.

All cards ordered at the time of renewal are valid for a period of twelve (12) months.

The Account Manager must complete a new electronic order form, include the requests for new cardholders, if any, and make the corresponding payment.

6.2. IN CASE OF NON-RENEWAL

If the Card expires, the Member or Cardholder can no longer benefit from the advantages and services related to the card, with the exception of acquired points that may be converted under the validity conditions described in section 7.3. If the Member or Cardholder does not choose to renew Accor Favorite Guest Business membership, he or she must contact Customer Service to receive a free Le Club Accorhotels loyalty card in order to preserve the benefits of his or her points. The Le Club Accorhotels points balance on the Member or Cardholder's Accor Favorite Guest Business card is automatically transferred to his or her Le Club Accorhotels loyalty card account. The initial value of all Le Club Accorhotels points in question remains the same.

6.3. CANCELLATION BY THE MEMBER OR ACCOUNT MANAGER

At any time, the Member or Account Manager may decide to cancel participation in the Program by contacting Customer Service. No reimbursement shall be made, either in full or in part, for any issued membership card, even if the card is unused. Membership cancellation means complete and total withdrawal from the Program, thus permanently severing the existing relationship between the Administrator and the Member, or between the Administrator and the Cardholder and Account Manager. This severance causes all data pertaining to the Member, or the Cardholder and

Account Manager, to be deleted from the Le Club Accorhotels database, along with all Le Club Accorhotels points remaining in related accounts at the time of cancellation.

6.4. CANCELLATION BY THE PROGRAM ADMINISTRATOR

Any use of the Accor Favorite Guest Business Card that does not comply with the present General Terms and Conditions may result in the immediate cancellation of the Card, benefits related to the Card, closing of the account, and deletion of all accumulated Le Club Accorhotels points, without entitling the Member, Cardholder, or Account Manager to claim any compensation of any kind. In case the Member or Account Manager's bank rejects payment of the registration fee, the Administrator reserves the right to close the account and delete all acquired Le Club Accorhotels points, without entitling the Member, Cardholder, or Account Manager to claim any compensation of any kind.

7. EARNING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may not be transferred to another Member or Cardholder.

Le Club Accorhotels points do not have any cash value. Lost or unused Le Club Accorhotels points may not be redeemed for any monetary amount whatsoever.

7.1. RULES FOR EARNING POINTS AT PARTICIPATING HOTELS

The Program offers Members four (4) possible status levels based on the number of nights stayed at participating hotels, or on the number of points earned over a twelve (12) month period (365 days): Classic, Silver, Gold, and Platinum.

The Member's status changes when he or she satisfies the conditions for obtaining another level, as described below. On the expiration date of the card or when the Member or Cardholder's renewal in the Accor Favorite Guest Business program is processed, he or she will be assigned the status that corresponds to his or her activity over the preceding 365 days (see schedule below). The Member's new Card is sent immediately, corresponding to the new status level.

Rules for earning Program advantages depend on the Member's status at the time of the stay (check-in date). Program benefits are only granted to the Member if the corresponding stay is eligible, that is, if the stay qualifies for earning Le Club Accorhotels points.

7.1.1 Accor Favorite Guest Business Classic Members and Cardholders earn Le Club Accorhotels points on the following basis:

Accor Favorite Guest Business Members earn Le Club Accorhotels points on the following basis:

- 1 eligible Euro spent = 2 Le Club Accorhotels points at Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, and Adagio (excluding Adagio Access) brand hotels.
- 1 eligible Euro spent = 1 Le Club Accorhotels point at ibis (excluding ibis budget) and all seasons/ibis styles hotels. At ibis (excluding ibis budget) hotels in France, only weekend stays (those stays including at least Friday, Saturday, or Sunday night) are eligible for points.
- 1 eligible Euro spent = 2 Le Club Accorhotels points at Thalassa sea & spa institutes if the Member stays at a Sofitel, Pullman, MGallery, Novotel, Suite Novotel, or Mercure brand hotel.
- 1 eligible Euro spent = 1 Le Club Accorhotels point at Thalassa sea & spa institutes if the Member stays at an ibis (excluding ibis budget) or all seasons/ibis styles brand hotel.

Rules for rounding out calculations are defined in section 7.2.2.

These rules do not take point acceleration factors into consideration based on the Member's status level.

If the Member's status changes between the time the reservation is made and checkout from the hotel, the rules for granting Le Club Accorhotels points are those that are in effect at the time of check-out.

7.1.2 Accor Favorite Guest Business Silver: points schedule

To reach Silver status in the Accor Favorite Guest Business Program, the Member or Cardholder must stay at least 10 eligible nights (excluding for day use), or earn 2,500 Le Club Accorhotels points, at participating establishments over a 12-month (365 day) period. On the expiration date of the card or when the Member or Cardholder's renewal in the Accor Favorite Guest Business program is processed, he or she will be assigned the status that corresponds to his or her activity over the preceding 365 days.

Accor Favorite Guest Business Members and Cardholders with Silver status benefit from a Point bonus of 50% with respect to the Classic Le Club Accorhotels points schedule, for all stays that take place after the Status change date.

This 50% bonus only applies to points accumulated during hotel stays.

7.1.3 Accor Favorite Guest Business Gold: points schedule

To reach Gold status in the Accor Favorite Guest Business Program, the Member or Cardholder must stay at least 30 eligible nights (excluding day use), or earn

10,000 Le Club Accorhotels points, at participating establishments over a 12-month (365 day) period. On the expiration date of the card or when the Member or Cardholder's renewal in the Accor Favorite Guest Business program is processed, he or she will be assigned the status that corresponds to his or her activity over the preceding 365 days.

Accor Favorite Guest Business Members and Cardholders with Gold status benefit from a Point bonus of 75% with respect to the Classic Le Club Accorhotels points schedule, for all stays that take place after the Status change date.

This 75 % bonus only applies to points accumulated during hotel stays.

7.1.4 Accor Favorite Guest Business Platinum: points schedule

To reach Platinum status in the Accor Favorite Guest Business Program, the Member or Cardholder must stay at least 60 eligible nights (excluding day use), or earn 25,000 Le Club Accorhotels points, at participating establishments over a 12-month (365 day) period. On the expiration date of the card or when the Member or Cardholder's renewal in the Accor Favorite Guest Business program is processed, he or she will be assigned the status that corresponds to his or her activity over the preceding 365 days.

Accor Favorite Guest Business Members and Cardholders with Platinum status benefit from a Point bonus of 100% with respect to the Classic Le Club Accorhotels points schedule, for all stays that take place after the Status change date.

This 100 % bonus only applies to points accumulated during hotel stays.

7.2. EXCHANGE RATES AND ROUNDING CALCULATIONS

7.2.1 Exchange rates

The amount on invoices paid outside the Euro zone will be converted into Euros. The exchange rate to be used is that applied by the hotel at the time of check-out. This rate is extracted from the multi-currency "Multidevises" database for currency and financial information at Natixis bank, a company with 1,955,268,310.40 Euros capital and headquarters at 30 avenue Pierre Mendes France, in Paris, France, 75013.

7.2.2 Rounding out calculations

Le Club Accorhotels points can only be granted in whole numbers. If the applied exchange rate used convert Euros into Le Club Accorhotels points results in a number of points with a decimal value, the number of Le Club Accorhotels points credited to the Member's account will be rounded down to the nearest whole number if the decimal is below 5, and will be rounded up to the nearest whole number if the decimal value is equal to, or higher than 5.

For example:

- Expenditure of €280.40 (for example, at a Sofitel hotel, with a "Classic" status) results in a credit of 561 Le Club Accorhotels points.
- Expenditure of €280.80 results in a credit of 562 Le Club Accorhotels points.

7.3. VALIDITY OF LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points are valid for a period of 12 months (365 days) following the check-out date. Validity is extended for 365 days each time a hotel stay is recorded on the Member or Cardholder's account (excluding promotional Meeting Planner offers, courtesy bonus, adjustments, and promotional bonuses), starting from the date the transaction is registered.

If the Member does not generate any transactions during a 365-day period, all Le Club Accorhotels points on his or her account are lost without notice, and with no possibility to restore or transfer them.

If the Member or Account Manager does not renew his or her membership for the Accor Favorite Guest Business card, the available Le Club Accorhotels points balance may be transferred to an Le Club Accorhotels loyalty card as described in section 6.2.

7.4. EARNING POINTS IN THE ACCOR HOTEL NETWORK

Points credit can only be applied to a single Le Club Accorhotels card.

7.4.1 Eligible stays

When a Member stays at a hotel participating in the Program for a maximum of 30 consecutive nights, including at least one paid night (except day use), and truly staying at the hotel, the Member's account is credited with Le Club Accorhotels points according to the conditions described in paragraph 7.1.1.

Points calculation is based on the total invoice for eligible expenses paid (see definition in paragraph 7.4.4), excluding applicable taxes. This invoice must be paid while the Member is at the hotel, and payment must be accepted and confirmed. A payment by city ledger by a company is eligible if the rate is eligible. Therefore, if the Member issues an order to block the check used to pay the hotel, or if the bank account does not have sufficient funds to cover the check, or if the Member disputes payment made by a bank or credit card, Le Club Accorhotels points are not granted for the transaction in question.

In order to earn points, the eligible amount per night must be between:

- 15 and 3,000 € per night at Sofitel, Pullman, and MGallery hotels (excluding Thalassa sea & spa).
- 10 and 1,000 € per night at Novotel, Mercure, and Adagio hotels (excluding Adagio Access and Thalassa sea & spa).
- 5 and 500 € per night at Suite Novotel, ibis, and all seasons/ibis styles hotels (excluding ibis budget and Thalassa sea & spa).
- 5 and 3,000 € per night at Thalassa sea & spa hotels.

For any stay of several consecutive nights, points shall be credited to the Member or Cardholder's account one time only, upon payment of the invoice in full. No points shall be attributed to the Member or Cardholder for any stay involving a check-out then check-in at the same establishment on the same day.

7.4.2 Eligible rates

Eligible rates entitle the Member to benefit from Program advantages. Eligible rates include all public, corporate and promotional rates with the exception of the following rates:

- Room rates for business or leisure group reservations when rooms are reserved as part of a conference or organized trip, or a group account or account that is paid for globally (excluding promotional Meeting Planner offers).
- Partner rates.
- Crew room rates (airline, maritime and other company crew members).
- Room rates for Accor employees and Partner company employees.
- Tour Operator rates (excluding specific offers).

7.4.3 Restrictions based on type of sale

Rooms for which reservations are made via an agent or third party, such as a travel agent, Tour Operator, or Internet distribution channel, are not eligible for points credit or any other advantages related to the Program, except for those reservations made in the context of a corporate account.

7.4.4 Eligible expenses

Eligible expenses include:

- Accommodation expenses for the Member or Cardholder and one other room (a maximum total of 2 paid rooms), on the condition that said rooms are checked-in under the Member or Cardholder's name, that the Member or Cardholder stays in one of said rooms, that the second room is occupied by at least one member of his or her family, and that the Member or Cardholder personally pays the charges related to all these rooms upon check-out.
- Services in addition to the hotel stay itself, as defined here: mini-bar, telephone, room service, pay-TV, cleaning, Member or Cardholder meals eaten in the hotel restaurant, and drinks at the hotel bar.
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa sea & spa center affiliated with the participating hotel, and only if the Member or Cardholder stays at that hotel.

Exceptions / ineligible expenses (stays and expenses that do not entitle the Member or Cardholder to earn Le Club Accorhotels points or other Program-related advantages):

- Extra services (even if paid at the hotel) as part of a stay that is not paid directly on site at the hotel (such as stays purchased via a Tour Operator) are not eligible for earning Le Club Accorhotels points.
- Tax (including VAT), tips, taxi rides, airport/downtown transfers, service charges, and other applicable fees.
- Advances.
- Expenses incurred as part of a company-organized conference, banquet or any other gathering, including private events that are paid-for globally by the Member or Cardholder (except Meeting Planner promotions).
- All other expenses paid, such as business centers, boutique purchases, spa products and services, hairdresser, beauty parlor, and golf green fees. Note: eligibility rules with respect to parking may vary according to the hotel's infrastructure.
- All fees that are not specifically listed as being eligible.

7.5. Earning Le Club Accorhotels points with Partner companies

Le Club Accorhotels points may also be earned with a variety of Program partners, as described in the Partners section.

8. OTHER PROGRAM BENEFITS

Rules for earning Program advantages depend on the validity of the Member or Cardholder's Accor Favorite Guest Business card at the time of his or her stay (check-in date). Program benefits are only granted to the Member or Cardholder if the corresponding stay is eligible.

In order to benefit from said reductions and advantages, the Accor Favorite Guest Business Member is required to present his or her card, with the two faces attached together (via the eyelet in the lower left-hand side of the card), at the hotel reception desk.

If, for some reason, the two sides of the membership card become separated, the card shall be considered as unusable. In this specific case, the Member is requested to order a replacement via Customer Service (see article 5.2).

8.1. HOTEL RATE ADVANTAGES

The Member is entitled to benefit from reduced room rates, depending on the hotel brand as described below:

Sofitel network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 15% reduction off the Premium rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on sofitel.com and accorhotels.com Web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 15% reduction off Smart or Early rates displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on sofitel.com and accorhotels.com Web sites on the day the reservation is made, subject to meeting all other conditions applicable to said rates.

Pullman network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on pullmanhotels.com and accorhotels.com web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 5% reduction off Early Booking and Getaway Invitation rates displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on pullmanhotels.com and accorhotels.com Web sites on the day the reservation is made, subject to meeting all other conditions applicable to said rates.

MGallery network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on mgallery.com and accorhotels.com web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the mgallery.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Novotel network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on novotel.com and accorhotels.com Web sites, not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the novotel.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Suite Novotel network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 10% reduction off the full suite rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on suitenovotel.com and accorhotels.com Web sites, not including breakfast.
- Or a 7% discount on rates for three (3) nights or more, and rates for eight (8) nights or more, not including breakfast.

Mercure network(*):

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on mercure.com and accorhotels.com Web sites, not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the mercure.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Adagio network (excluding Adagio Access) (*):

The Accor Favorite Guest Business Card entitles the Member or Cardholder to a 5% reduction of the regular public rate for any stay of at least 4 nights, subject to availability.

ibis network (excluding ibis budget) (*):

The Accor Favorite Guest Business Card entitles the Member or Cardholder to a 10% reduction off the full room rate, breakfast, and dinner, subject to availability. Reservations may be made at the hotel, through Accor group reservation centers, or on ibishotel.com and accorhotels.com Web sites.

all seasons/ibis styles network (*) :

The Accor Favorite Guest Business card entitles the Member or Cardholder to one of the following options, subject to availability:

- Either a 10% reduction off the room rate with breakfast and the half-board rate.
- Or, a 5% reduction off specific rates subject to conditions, displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the all-seasons-hotels.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Thalassa sea & spa network (*):

The Thalassa sea & spa brand is associated with hotel brands to designate specific hotels in the leisure sector. The discounts defined above for each brand remain applicable for all stays at Thalassa sea & spa hotels. A 10% reduction is applied on rates that include accommodations and therapeutic cure. This reduction is valid on displayed rates or rates otherwise communicated by the hotel, Accor Group hotel reservation center or on the thalassa.com Web site, subject to meeting all other conditions applicable to said rates.

For reservations benefiting from promotional rates with specific conditions, such as reservations requiring prepayment, and non-changeable, non-cancelable reservations, the Member or Cardholder must respect the terms of sale related to the rate in question, and authorize the corresponding payment debit from his or her payment card. These reductions also apply to the price of a single additional room that is occupied by a child or a member of the Member or Cardholder's family, on the condition that he or she stays at the hotel at the same time as the Member or Cardholder. The net rate, including the reduction granted to cardholders, is displayed directly on the reservation site for Accor Group hotels.

(*): With some exceptions: The list of exceptions is available from Le Club Accorhotels Customer Service and on the accorhotels.com Web site.

8.2. PREFERENTIAL RATES WITH LE CLUB ACCORHOTELS PARTNERS

The Member or Cardholder is entitled to benefit from preferential car rental rates at Europcar, as defined in the Partners section.

8.3. HOTEL SERVICES

The Accor Favorite Guest Business Member or Cardholder benefits from the following advantages and services during his or her stays at Accor hotels participating in the Program:

- Guaranteed room availability is possible if the reservation is made before noon (12:00 pm) local time in the country where the hotel is located, at least three (3) days before the expected arrival date (7 days for Accor Thalassa; only for 4-7 night packages at Suite Novotel; and only for stays of at least 4 nights at Adagio – excluding Adagio Access). This guarantee only applies to stays paid at the regular public rate or full rate (not including promotions or reductions), and for a maximum of one room (the Member or Cardholder's room). If the hotel is unable to guarantee room availability, it is committed to obtaining accommodations for the Member or Cardholder at another nearby Accor hotel or at a hotel in an equivalent category. If it is necessary for the Member or Cardholder to stay at a hotel that does not belong to the Accor group, the hotel will reimburse the Member or Cardholder, for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. All hotel stay expenses for the night in question (price paid by the Member or Cardholder plus the additional price difference reimbursed by the hotel) are eligible for Le Club Accorhotels points credit.

This room availability guarantee is valid for all participating Accor hotels with the exception of those hotels listed here: Mercure Belle Plagne 2100, Mercure Chamonix Centre, Mercure Chamonix Les Bossons, Mercure Courchevel 1850, Mercure Les Deux Alpes 1800, Mercure Saint-Lary and Mercure Val Thorens). Room guarantees are not available during exceptional events that generate high demand for the desired destination (**See unavailable dates**). In order for the Member or Cardholder to benefit accordingly from the room availability guarantee, he or she must always explicitly request said guarantee at the time of reservation.

- A welcome drink upon arrival (drink coupon for one or two people, for drinks to be consumed at the hotel bar or restaurant during the stay) at all Accor hotels except for ibis (excluding ibis budget) and Adagio (excluding Adagio Access) establishments. A glass of "Grands Vins Mercure" upon arrival (drink coupon for one or two people, for drinks to be consumed at the hotel bar or restaurant during the stay) at all Mercure hotels in France.
- A welcome gift at all Accor hotels (and for any stay of at least 10 nights at Adagio – excluding Adagio Access), except for Novotel, Suite Novotel, Mercure and all seasons/ibis styles hotels.
- The option for late check-out up to 4:00 pm on the day of departure at all Accor hotels, except for Thalassa sea & spa, at no additional charge, subject to room availability. The Member or Cardholder must mention the desire for late check-out at the reception desk upon arrival.
- Upgrade to the next higher room category at Sofitel and Pullman hotels (subject to room availability at the time of check-in). The Member or Cardholder must request this advantage upon his or her arrival at the hotel.
- Dedicated customer service by telephone (number to call indicated on the back of the Card and on the accorhotels.com Web site) for all Program-related information.

The Accor Favorite Guest Business card does not serve as a guarantee in case of late arrival at the hotel. To guarantee a reservation for late arrival, the Member or Cardholder must provide a credit card number when making the reservation.

9. CONVERTING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may be:

- Converted into Le Club Accorhotels rewards gift vouchers.
- Converted into airline Miles.
- Converted into ClubSmart points.
- Donated to Institut Pasteur.
- Converted into Bahn.Bonus points.

All requests to convert Le Club Accorhotels points into vouchers, airline Miles, ClubSmart points or Bahn.Bonus points, as well as donations to Institut Pasteur, are definitive. Points are debited from the Member's account when conversion is ordered.

9.1. CONVERSION TO LE CLUB ACCORHOTELS REWARDS GIFT VOUCHERS

Any time the number of Le Club Accorhotels points in the Member's Le Club Accorhotels points account reaches a level certain level (as indicated by the balance on the Member's account statement), the Member may convert some or all of these Le Club Accorhotels points into Le Club Accorhotels rewards gift vouchers. The required amount of Le Club Accorhotels points is defined in the Rewards section.

A complete description of Le Club Accorhotels gift vouchers (values and conversion rates) is provided in the Rewards section.

Members must order their Le Club Accorhotels rewards gift vouchers on the accorhotels.com web site.

Amounts paid using Le Club Accorhotels rewards gift vouchers do not generate Le Club Accorhotels points credit.

Le Club Accorhotels reserves the right to void any given Le Club Accorhotels rewards gift voucher in case of fraud with respect to the Member's account.

There are two types of Le Club Accorhotels rewards gift vouchers: hotel vouchers (in electronic format) and partner vouchers (in paper format).

9.1.1 Le Club Accorhotels rewards hotel vouchers

Le Club Accorhotels rewards hotel vouchers are vouchers provided exclusively in electronic format.

These vouchers must be printed. These vouchers are accepted every day of the week up until their expiration date, and may be used to pay for all or part of those services (including at least one night) rendered at one of our 2,500 Accor hotels participating in the Le Club Accorhotels program around the world: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, ibis (excluding ibis budget), all seasons/ibis styles, plus Adagio Aparthotels (excluding Adagio Access) and Thalassa sea & spa establishments. These vouchers are accepted at ibis (excluding ibis budget) hotels in France only on Friday, Saturday, and Sunday nights.

Labeled in Euros or US Dollars, Le Club Accorhotels rewards hotel vouchers may be used outside the country in which they were issued.

The exchange rate used is that which is applied by the hotel upon check-out.

Le Club Accorhotels rewards hotel vouchers must be printed by the Cardholder or Member before being presented at the hotel reception desk.

Le Club Accorhotels rewards hotel vouchers are not accepted as full or partial payment for professional events such as seminars, conferences, banquets, tourist groups, etc.

Le Club Accorhotels rewards hotel vouchers are not accepted by partners participating in the Le Club Accorhotels program. (complete information is available in the Partners section).

Le Club Accorhotels rewards hotel vouchers are transferable and non-nominative.

Le Club Accorhotels rewards hotel vouchers are valid for a period of 6 months from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards hotel voucher.

In order to be valid, vouchers must be used for payment before their expiration date, by presenting the printed voucher at the hotel.

Payment using Le Club Accorhotels rewards hotel vouchers must, and may only be made at the hotel. Vouchers must be presented at the reception desk during the stay, and are no longer valid after the hotel deactivates the voucher numbers.

Le Club Accorhotels rewards hotel vouchers may not be used for full or partial prepayment for a stay or to guarantee a reservation (non-cancelable pre-paid rate, non-modifiable rates shall not be reimbursed under any circumstances – only those expenses paid on-site may be paid with Le Club Accorhotels rewards gift vouchers).

Several Le Club Accorhotels rewards gift vouchers may be used to pay for a given service, and the Member or Cardholder may pay additional amounts using any other payment method accepted by the hotel.

The Member or Cardholder may print Le Club Accorhotels rewards hotel vouchers from any properly equipped computer (the computer must be connected to the Internet, and must have Adobe Acrobat Reader software and a laser or ink-jet printer with a minimum resolution of 300 dpi). These Le Club Accorhotels rewards hotel

vouchers are only valid if printed on blank white A4 or US letter paper on both sides, without changing print size, in portrait mode (vertical), using a laser or ink-jet printer.

Le Club Accorhotels rewards hotel vouchers that are partially printed, damaged, or illegible will not be accepted as payment in hotels.

Le Club Accorhotels rewards hotel vouchers shall not be replaced or reimbursed, and Le Club Accorhotels points shall not be re-credited in case of loss, theft, deterioration or expiration, or for anomalies that may arise when placing an order.

Conditions and restrictions for using Le Club Accorhotels rewards hotel vouchers are available on the accorhotels.com Web site when placing the voucher order, as well as on the printable version of the vouchers.

Hotels reserve the right to refuse to accept Le Club Accorhotels rewards hotel vouchers in case of unauthorized usage.

9.1.2 Le Club Accorhotels rewards partners vouchers

Le Club Accorhotels rewards partners vouchers are provided in paper format. They are accepted every day up until the expiration date printed on the front of each voucher to pay for all or part of services or purchases at selected partner establishments participating in the Le Club Accorhotels program (complete information is available in the Partners section).

Labeled in Euros or US Dollars, Le Club Accorhotels rewards partners vouchers may be used outside the country in which they were issued.

Le Club Accorhotels rewards partners vouchers are not accepted at Accor hotels participating in the Le Club Accorhotels program. The partner reserves the right to refuse to accept Le Club Accorhotels rewards partners vouchers in case of unauthorized usage.

Several Le Club Accorhotels rewards partners vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the partners participating in the Le Club Accorhotels program.

Le Club Accorhotels rewards partners vouchers are valid for a period of one (1) year from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards voucher. In order to be valid, vouchers must be used to pay for all or part of the provided Partner service (paid to the Partner directly) before the expiration date. Le Club Accorhotels rewards partners vouchers are transferable and non-nominative. Vouchers shall not be reimbursed, and Le Club Accorhotels points shall not under any circumstances be re-credited in case of loss, theft, destruction, or expiration, and change is not returned on purchases made with vouchers.

Le Club Accorhotels rewards partners vouchers are only valid if accompanied by their original stub (part of the voucher is detachable).

Le Club Accorhotels rewards partners vouchers may not be used for prepayment in full or in part, or to guarantee a reservation.

Conditions and restrictions for using Le Club Accorhotels rewards partners vouchers are indicated on the back of each voucher.

The Member must comply with Partner terms and conditions related to using Le Club Accorhotels rewards partners vouchers (see general terms of acceptance for Le Club Accorhotels rewards partners vouchers on accorhotels.com).

Specific conditions may apply for each partner.

9.2. CONVERSION INTO AIRLINE MILES

In order to convert Le Club Accorhotels points into Airline Miles, the Member must be registered in the airline program to which he or she wishes to transfer Le Club Accorhotels points prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into airline Miles (after reaching a minimum level of Le Club Accorhotels points) with Le Club Accorhotels Program partner companies (based on his or her account balance shown on accorhotels.com). The list of participating airline carriers, conversion limit(s) and the Le Club Accorhotels points-to-airline Miles conversion rates are provided on accorhotels.com in the Rewards section.

The Member must request Le Club Accorhotels points conversion on the accorhotels.com Web site. It may take up to six (6) weeks for Le Club Accorhotels points to be transferred to the desired airline loyalty program.

The Member or Cardholder may also select the "automatic transfer" option in "My account/My profile". Airline Miles are automatically transferred to your frequent flyer program within six (6) weeks.

9.3. CONVERSION INTO SHELL CLUBSMART POINTS

In order to convert Le Club Accorhotels points into Shell ClubSmart points, the Member must be registered in the Shell ClubSmart program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into ClubSmart points (after reaching a minimum level of Le Club Accorhotels points) with Shell (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-ClubSmart points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for Shell section.

The Member must request Le Club Accorhotels points conversion on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the Shell loyalty program.

9.4. LE CLUB ACCORHOTELS POINTS DONATIONS TO INSTITUT PASTEUR

Whenever the number of Le Club Accorhotels points in the Member or Cardholder's Le Club Accorhotels account reaches a defined level of Le Club Accorhotels points (based on the balance shown on the account statement), the Member or Cardholder may choose to donate his or her Le Club Accorhotels points to Institut Pasteur, with 2,000 Le Club Accorhotels points corresponding to 40 Euros. The Member or Cardholder can request this donation via the accorhotels.com Web site.

Once Le Club Accorhotels points have been donated, these points are no longer available for use by the Member. All Le Club Accorhotels points donations are definitive.

The corresponding funds are transferred to Institut Pasteur by the Program Administrator, who acts in the name and on behalf of Members and Cardholders. As such, and with the Member or Cardholder's permission, the Program Administrator shall communicate the name and coordinates of the Member or Cardholder to Institut Pasteur in order to establish and send a tax receipt.

Tax reduction and sending a tax receipt for 2010 revenue (for individuals residing in France):

- Individuals may benefit from an income tax reduction corresponding to sixty-six (66) percent of their donation, with a limit of up to twenty (20) percent of their taxable revenue*, on the condition that said donation(s) be made to organizations referred to as "general interest" organizations.
- Within approximately three (3) weeks, Institut Pasteur will send a tax receipt in the Member or Cardholder's name, according to established regulations, in the event that said donors intend to take advantage of the corresponding tax reduction.
- The tax receipt will be sent to the address provided in the "My profile" section. In order to receive the tax receipt at a different address, the Member or Cardholder must update his or her profile before making the donation.
- For Members or Cardholders residing in countries other than France: it is the Member or Cardholder's responsibility to check with a qualified tax advisor for information regarding the eligibility of Le Club Accorhotels points donations for tax reduction.

** According to applicable legislation concerning 2010 income, which is subject to change. If the 20% limit is reached, the remaining amount may be applied over the five following years under the same conditions.*

9.5. CONVERSION INTO BAHN.BONUS POINTS

In order to convert Le Club Accorhotels points into bahn.bonus points, the Member must be registered in the Die Bahn program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into bahn.bonus points (after reaching a minimum level of Le Club Accorhotels points) with Die Bahn (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-bahn.bonus points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for bahn.bonus section.

The Member must request Le Club Accorhotels points' conversion into bahn.bonus points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the bahn.bonus loyalty program.

10. ERRORS AND RETROACTIVE CLAIMS

10.1. ACCOR CLAIMS

10.1.1 Earned Le Club Accorhotels points

If the Member notices that Le Club Accorhotels points were not credited correctly within a period of at least seven (7) days following his or her hotel stay, the Member may request that the account balance be adjusted within six (6) months of said stay (with respect to the check-out date), by filling in the corresponding claim form in the Customer Service section of the Web site, explaining the purpose of the claim and submitting a copy of the hotel invoice in question. This invoice must not contain any handwritten modifications. Only the format produced by the hotel will be taken into account.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

The Member may use the forms available in that same section for other Program-related claims.

10.1.2 Le Club Accorhotels rewards gift vouchers

For any claim related to Le Club Accorhotels rewards gift vouchers (reception, use, etc.), the Member or Cardholder must use the corresponding form in the Customer Service section on accorhotels.com.

10.1.3 Preferential rates

For any claim related to the application of preferential rates at participating hotels, the Member or Cardholder must use the corresponding form in the Customer Service section on accorhotels.com.

10.2. PARTNER CLAIMS

10.2.1 Earned Le Club Accorhotels points

In case the Member has a claim related to Le Club Accorhotels points earned from Le Club Accorhotels Program partners, the Le Club Accorhotels Member may submit a request by filling in the corresponding claim form provided in the Customer Service section of the Le Club Accorhotels Web site, explaining the reason for the claim, and submitting any relevant receipts. Following services by a Partner establishment, a minimum period of six (6) weeks is required before the Member can submit a claim for adjustment. The time limit to submit this claim following the transaction depends on the Partner. This information is provided in the Partners section on the site.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

10.2.2 Using Le Club Accorhotels rewards partners vouchers with Partners

For any claim related to the acceptance of Le Club Accorhotels rewards partners vouchers by Le Club Accorhotels Partner establishments, the Member or Cardholder must use the corresponding claim form in the Customer Service section of the accorhotels.com Web site.

10.2.3 Converting Le Club Accorhotels points into airline Miles

The Administrator's responsibility with respect to converting Le Club Accorhotels points into airline Miles ends at the moment the airline company confirms the conversion request. In case the conversion of Le Club Accorhotels points into airline Miles does not take place within a period of six (6) weeks, and if the Le Club Accorhotels points are not debited from the Member or Cardholder's account, the Member must renew the conversion request. On the other hand, if the Le Club Accorhotels points are debited from the Member or Cardholder's account but the airline Miles are not properly credited to the specified airline loyalty program account, the Member or Cardholder must file a claim form provided on the accorhotels.com Web site. Claims must be filed within six (6) months of the Member or Cardholder's initial request. An e-mail is then sent to the Member with information regarding the claim.

11. PROGRAM COMMUNICATIONS

The Member or Cardholder can access all information related to his or her membership in the Le Club Accorhotels Program (including the current Le Club Accorhotels points balance) on the accorhotels.com Web site.

All Members, Account Managers, and Cardholders participating in the Program accept to receive commercially-related electronic communications on the part of the Program. The Member or Cardholder occasionally receives e-mail with commercial information about the Le Club Accorhotels Program. If the Member or Cardholder no longer wishes to receive commercial e-mail from the Program, he or she may cancel this option at any time without any other consequences.

Any changes to e-mail or postal addresses, Member or Cardholder name, or any other relevant membership information must be made by the Member or Cardholder directly in his or her Le Club Accorhotels account via the accorhotels.com Web site.

12. DATA PRIVACY AND APPLICABLE LAW

The information collected during the registration process, and related to the use of the Le Club Accorhotels Card (Program), is subject to processing in order to be able to handle the Member, Account Manager and/or Cardholder's request appropriately, to provide the expected services, and, if accepted by the Member or Cardholder, to send him or her commercial information related to the Accor Favorite Guest Business Program. This information is handled by Accor, who is responsible for data processing, as well as by its subsidiaries, notably PROFID SAS and ACCOR Centre de Contacts Clients (ACCOR Customer Contact Center) or providers qualified by Accor to manage the Le Club Accorhotels Program.

The Member, Account Manager and/or Cardholder authorizes Accor and its subsidiaries to communicate his or her personal data to third parties on the condition that said communication is compatible with Accor's mission to carry out the operations as described in these General Terms and Conditions.

In particular, when paying the annual membership fee on-line, the Member or Account Manager's credit card details must be transmitted by Ogone, the payment provider, to the PROFID SAS bank for processing. The Member or Account Manager is notified that this transfer of data may therefore be performed in foreign countries that may not apply a reasonable level of personal data protection, as required by the French Data Privacy Act ("Informatique et Libertés"). However, the Member or Account Manager accepts this transfer for the purpose of executing his or her contract. As a conscientious professional provider, Ogone has agreed with Accor and its subsidiaries to take every possible measurement to ensure the security and privacy of data for said data transfers.

In compliance with Act no. 78-17 of January 6, 1978 on Data Processing, Data Files and Individual Liberties, Members, Account Managers, and/or Cardholders have the right to access, modify, correct or delete any personal information related to them, as well as to oppose the processing of this information, by contacting Accor – Data privacy department – 110 avenue de France – Immeuble Odyssey – 75013 Paris.

In case of a dispute between the Member, Account Manager and/or Cardholder and PROFID SAS, both parties agree to first seek out-of-court settlement.

Le Club Accorhotels IS GOVERNED EXCLUSIVELY BY FRENCH LAW. Any disagreement or litigation resulting from the context described in the present General Terms and Conditions that cannot be resolved out-of-court will be handled by the appropriate courts in the jurisdiction of Paris. Issues related to VAT (Value-Added Tax) are governed by French fiscal legislation.

Read our commitment regarding Personal Data.

13. INFORMATION ABOUT MEMBERS, ACCOUNT MANAGERS, AND CARDHOLDERS

Complete information and details related to the Le Club Accorhotels Program, in particular with respect to additional services provided by participating hotels, partner benefits, and conditions related to Le Club Accorhotels rewards gift vouchers, is provided on the accorhotels.com Web site.

These General Terms and Conditions were last updated on: March 2012. ■

1. PROGRAM DESCRIPTION

The Le Club Accorhotels loyalty program ("Program") offered by PROFID SAS ("Administrator"), the company that handles customer loyalty for hotels in the Accor Group, was created to enable Le Club Accorhotels program Members ("Member" or "Members") to benefit from the advantages described below during their stays at Accor hotels participating in the Program and when making purchases at Program Partner establishments.

Membership in the Le Club Accorhotels program is only valid if allowed by the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

Client: Person who has not yet accepted the Program's General Terms and Conditions.

Advance: Exceptional cash advance authorized by some hotels; not eligible for earning points.

Frequent Flyer Program (FFP): Loyalty program offered by an airline company.

Member: Client who has accepted the Program's General Terms and Conditions.

Partner: Company participating in the Le Club Accorhotels program, either by offering Le Club Accorhotels points to all Le Club Accorhotels Members who make purchases in the Partner's own network, or by accepting Le Club Accorhotels rewards partners vouchers for purchases made in the partner's own network, or both.

Le Club Accorhotels point: A point represents a unit of value that corresponds to a monetary expense by the Member at a hotel or partner establishment participating in the program. Bonus points may also be offered by a specific hotel for special promotions.

Adjustment: points credit following a claim by the Member or an error on the part of the Program.

Individual: Member not subject to VAT in his or her country and who does not purchase the *la carte ibis* card for purposes related to his or her professional activity.

Professional: Member who is subject to VAT in his or her country and who purchases the *la carte ibis* card for purposes related to his or her professional activity.

Transaction: The act of crediting or debiting points from a Member's account.

3. HOTELS PARTICIPATING IN THE PROGRAM

The hotels participating in the Program are all establishments of the *ibis* (excluding *ibis budget*) brand around the world, except for specific exceptions (notably *ibis* (excluding *ibis budget*) hotels in China outside Hong Kong) as well as the Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), all seasons/*ibis* styles, and Thalassa sea & spa hotel brands (with specific exceptions).

▶ See list of non-participating hotels

If an establishment leaves the Accor network or ceases to be a Participating Establishment after a reservation has been made, but before the Member's actual stay, the Member does not earn Le Club Accorhotels points and does not benefit from any specific services or benefits at the hotel (including the use of Le Club Accorhotels rewards gift vouchers). In addition, special offers are no longer valid after the date at which the establishment leaves the Accor network or ceases its participation in the Program, even if the reservation was made before that date. If a Member is unjustly refused a credit of Le Club Accorhotels points or a specific advantage related to his or her membership, the responsibility of Accor is strictly limited to properly recording Le Club Accorhotels points on said Member's account.

4. PROGRAM MEMBERSHIP

4.1. MEMBERSHIP CONDITIONS

The Program is open to any adult person. Companies, associations, groups, Accor employees and Partners are not entitled to join the Program. Membership in the Program is based on an annual subscription fee paid by the Member. Payment may be made exclusively by credit card at the time of registration on the accorhotels.com Web site. The annual membership fee is 160 Euros (including tax), not counting temporary offers or specific local conditions indicated on the registration form. The card is nominative and strictly personal. It may not be lent or sold. The card does not constitute a means of payment and does not guarantee reservations. Each *la carte ibis* card is printed with the Member name, an individual identification number, and the expiration date. Each Member may only possess one Le Club Accorhotels card, whether obtained via subscription or as a loyalty award.

The *la carte ibis* card may only be used by the Member whose name is printed on the card. The Member should not disclose his or her number or password to any other party. The Member is responsible for all operations to and from his or her account.

The Member must have an individual e-mail address in order to join the Program. The same e-mail address may not be used for two Members.

Professional Members residing in the European Union are required to enter their intra-community VAT number and provide it to PROFID SAS. It is the Member's responsibility to provide this information.

In case the provided intra-community VAT number is incorrect or inexistent, PROFID SAS may invoice a professional Member residing in the European Union for the French VAT amount of 19.6% on the purchase price of the *la carte ibis* card.

Professional Members outside the European Union are not required to provide an intra-community VAT number, but they confirm that they are indeed subject to VAT in their country of residence. It is the Member's responsibility to provide this information.

If the information provided is inexact or incorrect (with respect to place of residence or professional status), the Member may be invoiced for French VAT.

For more information on VAT identification numbers and related regulations, please see the following Web sites:

▶ http://ec.europa.eu/taxation_customs/vies/vieshome.do

▶ http://ec.europa.eu/taxation_customs/taxation/vat/key_documents/legislation_recently_adopted/index_en.htm

Program Members accept that these General Terms and Conditions are subject to modification, in whole or in part, at any time, and without notice. These General Terms and Conditions have been in effect since September 15, 2008 (latest update: March 2012).

4.2. WAYS TO JOIN THE PROGRAM

4.2.1 At participating hotels

Accor hotel Clients participating in the Program may join *la carte ibis* at the hotel by contacting the reception desk at any time during their stay.

The Client must provide the necessary information to join the Program.

The hotel will register the Client for the free Le Club Accorhotels Loyalty program. Following registration, the new Member will immediately receive an e-mail as confirming registration. When connecting to accorhotels.com for the first time, the Member chooses *la carte ibis* option. He or she may then pay the membership fee and benefit from the terms and conditions, and all Program services: permanent reductions with participating brands, access to various features on the Le Club Accorhotels Web site (checking the Le Club Accorhotels points account, converting Le Club Accorhotels points, etc.), recognition by all Accor Internet sites and call centers when making reservations. In case the confirmation e-mail is lost, the new Member may proceed with validation on-line by connecting directly to accorhotels.com. If the Member does not validate his or her account within the time limit communicated to the Member, all personal data and acquired Le Club Accorhotels points are permanently deleted from the database.

After PROFID SAS accepts the credit card membership payment, the new Member receives a confirmation e-mail containing a permanent Member number. This e-mail is sent to the address indicated by the Member when signing up for the program and answering a series of additional questions enabling the Program to best take the Member's expectations into account. This Member number entitles the Member to benefit from all Program services immediately.

4.2.2 On the accorhotels.com Web site

People may also join the *la carte ibis* Program by filling in the membership form on the accorhotels.com Web site. After submitting the form, and after PROFID SAS has validated membership payment via credit card, the Member will receive a membership confirmation indicating the permanent Member number in e-mail sent to the address indicated on the form. This Member number entitles the Member to benefit from all Program services immediately.

5. RECEPTION AND USE OF THE CARD

The Card is sent to the Member once his or her registration in the Program is complete, and for on-line payment, once PROFID SAS has validated credit card payment for the membership.

In order to take advantage of Program benefits, the Member must indicate his or her Member number when making reservations, and then present the Card, or Member number if the card has not yet been received, upon check-in at the hotel. The Member must respect these conditions in order to be entitled to Program advantages.

A Member of the Program may not cumulate benefits and points from different Programs for the same stay, with the exception of loyalty Programs related to the use of payment cards.

Engagements and rules to be respected by the Member:

- The Member agrees to remain courteous at all times.
- The Member must present his or her Card and/or Member number when making a reservation and upon check-in at the hotel.
- The Member must not lend his or her Card to any third-party.
- The Member shall not commit fraud or attempt any fraudulent action to obtain points.
- If the card is lost or stolen, the Member must inform the program Administrator via the Customer Service section on the accorhotels.com Web site.

6. CANCELLATION CONDITIONS & PROCEDURES

6.1. CANCELLATION BY THE MEMBER

Membership in the *la carte ibis* program is for a minimum duration of one (1) year. If the card expires, the Member can no longer benefit from the advantages and services related to the card, with the exception of acquired points that may be converted under the validity conditions described in section 7.3. If the Member does not choose to renew *la carte ibis* membership, he or she must contact Customer Service to receive a free Le Club Accorhotels loyalty card in order to preserve the benefits of his or her points. The Le Club Accorhotels points balance on the Member's *la carte ibis* card is automatically transferred to his or her Le Club Accorhotels loyalty card account. The initial value of all Le Club Accorhotels points in question remains the same.

At any time, the Member may decide to cancel his or her participation in the Program by contacting Customer Service. No reimbursement shall be made, either in full or in part, for any issued membership card, even if the card is unused. Membership cancellation means complete and total withdrawal from the Program, thus permanently severing the existing relationship between Le Club Accorhotels and the Member. This severance causes all data pertaining to the Member to be deleted from the Le Club Accorhotels database, along with all Le Club Accorhotels points remaining in his or her account at the time of cancellation.

6.2. CANCELLATION BY THE ADMINISTRATOR

Any use of the *la carte ibis* Card (thus of the Program) that does not comply with the present General Terms and Conditions may result in the immediate cancellation of the Card, benefits related to the Card, closing of the Member's account, and deletion of all accumulated Le Club Accorhotels points, without entitling the Member to claim any compensation of any kind. In case the Member's bank rejects payment of the registration fee, the Administrator reserves the right to close the loyalty account and delete all acquired Le Club Accorhotels points, without entitling the Member to any claim any indemnity of any kind.

7. EARNING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may not be transferred to another Member.

Le Club Accorhotels points do not have any cash value. Lost or unused Le Club Accorhotels points may not be redeemed for any monetary amount whatsoever.

7.1. RULES FOR EARNING POINTS AT PARTICIPATING HOTELS

la carte ibis members earn Le Club Accorhotels points on the following basis:

- 1 eligible Euro spent at ibis (excluding ibis budget) hotels = 3.5 Le Club Accorhotels points.
- 1 eligible Euro spent = 2 Le Club Accorhotels points at Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), and Thalassa sea & spa brand hotels.
- 1 eligible Euro spent at all seasons/ibis styles brand hotels = 1 Le Club Accorhotels point

For stays of several consecutive nights, the Member shall receive a single points credit upon paying the entire bill. The Member shall not earn any points for a stay that involves check-out then and check-in at the same establishment within the same day.

7.2. EXCHANGE RATES AND ROUNDING CALCULATIONS

7.2.1 Exchange rates

The amount on invoices paid outside the Euro zone will be converted into Euros. The exchange rate to be used is that applied by the hotel at the time of check-out. This rate is extracted from the multi-currency "Multidevises" database for currency and financial information at Natixis bank, a company with 1,955,268,310.40 Euros capital and headquarters at 30 avenue Pierre Mendes France, in Paris, France, 75013.

7.2.2 Rounding out calculations

Le Club Accorhotels points can only be granted in whole numbers. If the applied exchange rate used convert Euros into Le Club Accorhotels points results in a number of Le Club Accorhotels points with a decimal value, the number of Le Club Accorhotels points credited to the Member's account will be rounded down to the nearest whole number if the decimal is below 5, and will be rounded up to the nearest whole number if the decimal value is equal to, or higher than 5.

For example (at a ibis (excluding ibis budget) hotel):

- Expenditure of 150.40 Euros results in a credit of 526 Le Club Accorhotels points.
- Expenditure of 150.80 Euros results in a credit of 528 Le Club Accorhotels points.

7.3. VALIDITY OF LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points are valid for a period of 12 months (365 days) following the check-out date. Validity is extended for 365 days each time a hotel stay is recorded on the Member or Cardholder's account (excluding promotional Meeting Planner offers, courtesy bonus, adjustments, and promotional bonuses), starting from the date the transaction is registered.

If the Member does not generate any transactions during a 365-day period, all Le Club Accorhotels points on his or her account are lost without notice, and with no possibility to restore or transfer them.

If the Member or Account Manager does not renew his or her membership for the *la carte ibis*, the available Le Club Accorhotels points balance may be transferred to an Le Club Accorhotels loyalty card as described in section 6.1.

7.4. EARNING POINTS IN THE ACCOR HOTEL NETWORK

Points credit can only be applied to a single Le Club Accorhotels card.

7.4.1 Eligible stays

When a Member stays at a hotel participating in the Program for a maximum of 30 consecutive nights, including at least one paid night, and truly staying at the hotel, the Member's account is credited with Le Club Accorhotels points according to the conditions described in paragraph 7.1.

Points calculation is based on the total invoice for eligible expenses paid (see definition in paragraph 7.4.3), excluding applicable taxes. This invoice must be paid while the Member is at the hotel, and payment must be accepted and confirmed. A payment by city ledger by a company is eligible if the rate is eligible. Therefore, if the Member issues an order to block the check used to pay the hotel, or if the bank account does not have sufficient funds to cover the check, or if the Member disputes payment made by a bank or credit card, Le Club Accorhotels points are not granted for the transaction in question.

In order to earn points, the eligible amount per night must be between:

- 15 and 3,000 € per night at Sofitel, Pullman, and MGallery hotels (excluding Thalassa sea & spa).
- 10 and 1,000 € per night at Novotel, Mercure, and Adagio hotels (excluding Adagio Access and Thalassa sea & spa).
- 5 and 500 € per night at Suite Novotel, ibis, and all seasons/ibis styles hotels (excluding ibis budget and Thalassa sea & spa).
- 5 and 3,000 € per night at Thalassa sea & spa hotels.

7.4.2 Eligible rates

Eligible rates entitle the Member to benefit from Program advantages. Eligible rates include all public, corporate and promotional rates with the exception of the following rates:

- Room rates for business or leisure group reservations when rooms are reserved as part of a conference or organized trip, or a group account or account that is paid for globally (excluding promotional Meeting Planner offers).
- Partner Rates.
- Crew room rates (airline, maritime and other company crew members).
- Room rates for Accor employees and Partner company employees.
- Tour Operator rates (excluding specific offers).

7.4.3 Restrictions based on type of sale

Rooms for which reservations are made via an agent or third party, such as a travel agent, Tour Operator, or Internet distribution channel, are not eligible for points credit or any other advantages related to the Program, except for those reservations made in the context of a corporate account.

7.4.4 Eligible expenses

Eligible expenses include:

- Accommodation expenses for the Member and one other room (a maximum total of 2 paid rooms), on the condition that said rooms are checked-in under the Member's name, that the Member stays in one of said rooms, that the second room is occupied by at least one member of his or her family, and that the Member personally pays the charges related to all these rooms upon check-out.
- Services in addition to the hotel stay itself, as defined here: mini-bar, telephone, room service, pay-TV, cleaning, Member meals eaten in the hotel restaurant, and drinks at the hotel bar.
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa sea & spa center affiliated with the participating hotel, and only if the Member stays at that hotel.

Exceptions / ineligible expenses (stays and expenses that do not entitle the Member to earn Le Club Accorhotels points or other Program-related advantages):

- Extra services (even if paid at the hotel) as part of a stay that is not paid directly on site at the hotel (such as stays purchased via a Tour Operator) are not eligible for earning Le Club Accorhotels points.

- Tax (including VAT), tips, taxi rides, airport/downtown transfers, service charges, and other applicable fees.
- Advances.
- Expenses incurred as part of a company-organized conference, banquet or any other gathering, including private events, that are paid-for globally by the Member (except Meeting Planner promotions).
- All other expenses paid, such as business centers, boutique purchases, spa products and services, hairdresser, beauty parlor, and golf green fees. Note: eligibility rules with respect to parking may vary according to the hotel's infrastructure.
- All fees that are not specifically listed as being eligible.

7.5. EARNING LE CLUB ACCORHOTELS POINTS WITH PARTNER COMPANIES

Le Club Accorhotels points may also be earned with a variety of Program partners, as described in the Partners section.

8. OTHER PROGRAM BENEFITS

Rules for earning Program advantages depend on the validity of the Member's **la carte ibis** card at the time of his or her stay (check-in date). Program benefits are only granted to the Member if the corresponding stay is eligible.

8.1. PREFERENTIAL RATES

The cardholder is entitled to benefit from reduced room rates at ibis (excluding ibis styles and ibis budget) hotels participating in the program around the world.

ibis network (excluding ibis budget) (*)

The **la carte ibis** cardholder benefits from a discount of 10% off the public rate (including tax) displayed at the hotel, or the full rate, for his or her room and one other room on the condition that: both rooms are registered under the same name; that the Member stays in one of the two rooms; that the second room is occupied by at least one member of the Member's family; and that the Member personally pays the various room-related charges upon check-out.

During his or her stay, the **la carte ibis** Member also benefits from a 10% discount off the price of breakfast, dinner and consumption at the bar every day (during the week and on weekends) at participating ibis (excluding ibis styles and ibis budget) hotels.

These discounts must correspond to a hotel stay. They may not be combined with other discounts or conditions, and are applied upon payment at the hotel.

For reservations benefiting from promotional rates with specific conditions, such as reservations requiring prepayment, and non-changeable, non-cancelable reservations, the Member must respect the terms of sale related to the rate in question, and authorize the corresponding payment debit from his or her payment card. These reductions also apply to the price of a single additional room that is occupied by a child or a member of the Member's family, on the condition that he or she stays at the hotel at the same time as the Member. The net rate, including the reduction granted to cardholders, is displayed directly on the reservation site for Accor Group hotels.

la carte ibis does not entitle the Member to benefit from discounts and services at other hotel brands in the Accor group.

(*) *With some exceptions: The list of exceptions is available from Le Club Accorhotels Customer Service and on the accorhotels.com Web site.*

8.2. PREFERENTIAL RATES WITH LE CLUB ACCORHOTELS PARTNERS

The Member is entitled to benefit from preferential car rental rates at Europcar, as defined in the Partners section.

8.3. HOTEL SERVICES

la carte ibis Members benefit from the following advantages and services during their stays at ibis (excluding ibis styles and ibis budget) hotels participating in the Program around the world:

- Guaranteed room availability if the reservation is made before 12:00 pm (noon) local time in the country where the hotel is located, at least two (2) days before the expected arrival date. This guarantee applies for stays paid at the regular public rate or full rate, on which the **la carte ibis** Member benefits from a 10% reduction for a maximum of one room (the Member's room). If the hotel is unable to honor this room availability guarantee, it is committed to obtaining accommodations for the Member at another nearby ibis (excluding ibis budget) hotel or at a hotel in an equivalent category. If it is necessary for the Member to stay in a hotel other than an ibis (excluding ibis budget) hotel, the hotel will reimburse the Member for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. All accommodation expenses for the given night (price paid by the Member, as well as the price supplement reimbursed by the hotel) are eligible for Le Club Accorhotels points credit. This room availability guarantee is valid at all participating ibis (excluding ibis budget) hotels, with the exception of those hotels listed here (**see hotel list**). Room guarantees are not

available during exceptional events that generate high demand for the desired destination (**see unavailable dates**). In order for the Member to properly benefit from the room availability guarantee, he or she must always explicitly request said guarantee at the time of reservation.

- The option for late check-out until 4:00 pm on at any ibis (excluding ibis budget) hotel on the date of departure at no additional charge, subject to room availability. The Member's desire to keep the room must be mentioned at the reception desk upon arrival.
- Dedicated customer service by telephone in four (4) languages (German, English, French and Spanish) for all program-related information.

9. CONVERTING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may be:

- Converted into Le Club Accorhotels rewards gift vouchers.
- Converted into airline Miles.
- Converted into ClubSmart points.
- Donated to Institut Pasteur.
- Converted into Bahn.Bonus points.

All requests to convert Le Club Accorhotels points into vouchers, airline Miles, ClubSmart points or Bahn.Bonus points, as well as donations to Institut Pasteur, are definitive. Points are debited from the Member's account when conversion is ordered.

9.1. CONVERSION TO LE CLUB ACCORHOTELS REWARDS GIFT VOUCHERS

Any time the number of Le Club Accorhotels points in the Member's Le Club Accorhotels points account reaches a level certain level (as indicated by the balance on the Member's account statement), the Member may convert some or all of these Le Club Accorhotels points into Le Club Accorhotels rewards gift vouchers. The required amount of Le Club Accorhotels points is defined in the Rewards section.

A complete description of Le Club Accorhotels vouchers (values and conversion rates) is provided in the Rewards section.

Members must order their Le Club Accorhotels rewards gift vouchers on the **accorhotels.com** web site.

Amounts paid using Le Club Accorhotels rewards gift vouchers do not generate Le Club Accorhotels points credit. Le Club Accorhotels reserves the right to void any given Le Club Accorhotels rewards gift voucher in case of fraud with respect to the Member's account.

There are two types of Le Club Accorhotels rewards gift vouchers: hotel vouchers (in electronic format) and partner vouchers (in paper format).

9.1.1 Le Club Accorhotels rewards hotel vouchers

Le Club Accorhotels rewards hotel vouchers are vouchers provided exclusively in electronic format.

These vouchers must be printed. These vouchers are accepted every day of the week up until their expiration date, and may be used to pay for all or part of those services (including at least one night) rendered at one of our 2,500 Accor hotels participating in the Le Club Accorhotels program around the world: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, ibis (excluding ibis budget), all seasons/ibis styles, plus Adagio Aparthotels (excluding Adagio Access) and Thalassa establishments. These vouchers are accepted at ibis (excluding ibis budget) hotels in France only on Friday, Saturday, and Sunday nights.

Labeled in Euros or US Dollars, Le Club Accorhotels rewards hotel vouchers may be used outside the country in which they were issued.

The exchange rate used is that which is applied by the hotel upon check-out.

Le Club Accorhotels rewards hotel vouchers must be printed by the Cardholder or Member before being presented at the hotel reception desk.

Le Club Accorhotels rewards hotel vouchers are not accepted as full or partial payment for professional events such as seminars, conferences, banquets, tourist groups, etc.

Le Club Accorhotels rewards hotel vouchers are not accepted by partners participating in the Le Club Accorhotels program. (complete information is available in the Partners section).

Le Club Accorhotels rewards hotel vouchers are transferable and non-nominative.

Le Club Accorhotels rewards hotel vouchers are valid for a period of 6 months from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards hotel voucher.

In order to be valid, vouchers must be used for payment before their expiration date, by presenting the printed voucher at the hotel.

Payment using Le Club Accorhotels rewards hotel vouchers must, and may only be made at the hotel. Vouchers must be presented at the reception desk during the stay, and are no longer valid after the hotel deactivates the voucher numbers.

Le Club Accorhotels rewards hotel vouchers may not be used for full or partial prepayment for a stay or to guarantee a reservation (non-cancelable pre-paid rate, non-modifiable rates shall not be reimbursed under any circumstances – only those expenses paid on-site may be paid with Le Club Accorhotels rewards gift vouchers).

Several Le Club Accorhotels rewards gift vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the hotel.

The Member may print Le Club Accorhotels rewards hotel vouchers from any properly equipped computer (the computer must be connected to the Internet, and must have Acrobat Reader software and a laser or ink-jet printer with a minimum resolution of 300 dpi). These Le Club Accorhotels rewards hotel vouchers are only valid if printed on blank white A4 or US letter paper on both sides, without changing print size, in portrait mode (vertical), using a laser or ink-jet printer.

Le Club Accorhotels rewards hotel vouchers that are partially printed, damaged, or illegible will not be accepted as payment in hotels.

Le Club Accorhotels rewards hotel vouchers shall not be replaced or reimbursed, and Le Club Accorhotels points shall not be re-credited in case of loss, theft, deterioration or expiration, or for anomalies that may arise when placing an order.

Conditions and restrictions for using Le Club Accorhotels rewards hotel vouchers are available on the accorhotels.com Web site when placing a voucher order, as well as on the printable version of the vouchers.

Hotels reserve the right to refuse to accept Le Club Accorhotels rewards hotel vouchers in case of unauthorized usage.

9.1.2 Le Club Accorhotels rewards partners vouchers

Le Club Accorhotels rewards partners vouchers are provided in paper format They are accepted every day up until the expiration date printed on the front of each voucher to pay for all or part of services or purchases at selected partner establishments participating in the Le Club Accorhotels program (complete information is available in the Partners section).

Labeled in Euros or US Dollars, Le Club Accorhotels rewards partners vouchers may be used outside the country in which they were issued.

Le Club Accorhotels rewards partners vouchers are not accepted at Accor hotels participating in the Le Club Accorhotels program. The partner reserves the right to refuse to accept Le Club Accorhotels rewards partners vouchers in case of unauthorized usage.

Several Le Club Accorhotels rewards partners vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the partners participating in the Le Club Accorhotels program.

Le Club Accorhotels rewards partners vouchers are valid for a period of one (1) year from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards voucher. In order to be valid, vouchers must be used to pay for all or part of the provided Partner service (paid to the Partner directly) before the expiration date. Le Club Accorhotels rewards partners vouchers are transferable and non-nominative. Vouchers shall not be reimbursed, and Le Club Accorhotels points shall not under any circumstances be re-credited in case of loss, theft, destruction, or expiration, and change is not returned on purchases made with vouchers.

Le Club Accorhotels rewards partners vouchers are only valid if accompanied by their original stub (part of the voucher is detachable).

Le Club Accorhotels rewards partners vouchers may not be used for prepayment in full or in part, or to guarantee a reservation.

Conditions and restrictions for using Le Club Accorhotels rewards partners vouchers are indicated on the back of each voucher.

The Member must comply with Partner terms and conditions related to using Le Club Accorhotels rewards partners vouchers (see general terms of acceptance for Le Club Accorhotels rewards partners vouchers on accorhotels.com).

Specific conditions may apply for each partner.

9.2. CONVERSION INTO AIRLINE MILES

In order to convert Le Club Accorhotels points into Airline Miles, the Member must be registered in the airline program to which he or she wishes to transfer Le Club Accorhotels points prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into airline Miles (after reaching a minimum level of Le Club Accorhotels points) with Le Club Accorhotels Program partner companies (based on his or her account balance shown on accorhotels.com). The list of participating airline carriers, conversion limit(s) and the Le Club Accorhotels points-to-airline Miles conversion rates are provided on accorhotels.com in the Rewards section.

The Member must request Le Club Accorhotels points conversion on the accorhotels.com Web site. It may take up to six (6) weeks for Le Club Accorhotels points to be transferred to the desired airline loyalty program.

The Member or Cardholder may also select the "automatic transfer" option in "My account/My profile". Airline Miles are automatically transferred to your frequent flyer program within six (6) weeks.

9.3. CONVERSION INTO SHELL CLUBSMART POINTS

In order to convert Le Club Accorhotels points into Shell ClubSmart points, the Member must be registered in the Shell ClubSmart program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into ClubSmart points (after reaching a minimum level of Le Club Accorhotels points) with Shell (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-ClubSmart points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for Shell section.

The Member must request Le Club Accorhotels point's conversion into Shell ClubSmart points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the Shell loyalty program.

9.4. LE CLUB ACCORHOTELS POINTS DONATIONS TO INSTITUT PASTEUR

Whenever the number of Le Club Accorhotels points in the Member's Le Club Accorhotels account reaches a level of at least 2,000 Le Club Accorhotels points (based on the balance shown on the account statement), the Member may choose to donate his or her Le Club Accorhotels points to Institut Pasteur, with 2,000 Le Club Accorhotels points corresponding to 40 Euros. The Member can request this donation via the accorhotels.com Web site.

Once Le Club Accorhotels points have been donated, these points are no longer available for use by the Member. All Le Club Accorhotels points donations are definitive.

The corresponding funds are transferred to Institut Pasteur by the Administrator, who acts in the name and on behalf of the Member. As such, and with the Member's permission, the Administrator shall communicate the name and coordinates of the Member to Institut Pasteur in order to establish and send a tax receipt.

Tax reduction and sending a tax receipt for 2010 revenue (for residents of France):

Individuals may benefit from an income tax reduction corresponding to sixty-six (66) percent of their donation, with a limit of up to twenty (20) percent of their taxable revenue, on the condition that said donation(s) are made to organizations referred to as "general interest" organizations.

Within approximately three (3) weeks, Institut Pasteur will send a tax receipt in the Member's name, according to established regulations, in the event that said donors intend to take advantage of the corresponding tax reduction.

The tax receipt will be sent to the address provided in the "My profile" section. In order to receive the tax receipt at a different address, the Member must update his or her profile before making the donation.

For Members residing in countries other than France: it is the Member's responsibility to check with a qualified tax advisor for information regarding the eligibility of Le Club Accorhotels points donations for tax reduction.

9.5. CONVERSION INTO BAHN.BONUS POINTS

In order to convert Le Club Accorhotels points into bahn.bonus points, the Member must be registered in the Die Bahn program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into bahn.bonus points (after reaching a minimum level of Le Club Accorhotels points) with Die Bahn (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-bahn.bonus points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for bahn.bonus section.

The Member must request Le Club Accorhotels points' conversion into bahn.bonus points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the bahn.bonus loyalty program.

10. ERRORS AND RETROACTIVE CLAIMS

10.1. ACCOR CLAIMS

10.1.1 Earned Le Club Accorhotels points

If the Member notices that Le Club Accorhotels points were not credited correctly within a period of at least seven (7) days following his or her hotel stay, the Member may request that the account balance be adjusted within six (6) months of said stay (with respect to the check-out date), by filling in the corresponding claim form in the Customer Service section of the Web site, explaining the purpose of the claim and

submitting a copy of the hotel invoice in question. This invoice must not contain any handwritten modifications. Only the format produced by the hotel will be taken into account.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

The Member may use the forms available in that same section for other Program-related claims.

10.1.2 Le Club Accorhotels rewards gift vouchers

For any claim related to Le Club Accorhotels rewards gift vouchers (reception, use, etc.), the Member must use the corresponding form in the Customer Service section on accorhotels.com

10.2. PARTNER CLAIMS

10.2.1 Earned Le Club Accorhotels points

In case the Member has a claim related to Le Club Accorhotels points earned from Le Club Accorhotels Program partners, the Le Club Accorhotels Member may submit a request by filling in the corresponding claim form provided in the Customer Service section of the Le Club Accorhotels Web site, explaining the reason for the claim, and submitting any relevant receipts. Following services by a Partner establishment, a minimum period of six (6) weeks is required before the Member can submit a claim for adjustment. The time limit to submit this claim following the transaction depends on the Partner. This information is provided in the Partners section on the site.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

10.2.2 Using Le Club Accorhotels rewards partners vouchers with Partners

For any claim related to the acceptance of Le Club Accorhotels rewards partners vouchers by Le Club Accorhotels Partner establishments, the Member must use the corresponding claim form in the Customer Service section of the Web site.

10.2.3 Converting Le Club Accorhotels points into airline Miles

The Administrator's responsibility with respect to converting Le Club Accorhotels points into Airline Miles ends at the moment the airline company confirms the conversion request. In case the conversion of Le Club Accorhotels points into airline Miles does not take place within a period of six (6) weeks, and if the Le Club Accorhotels points are not debited from the Member's account, the Member must renew the conversion request. On the other hand, if the Le Club Accorhotels points are debited from the Member's account but the airline Miles are not properly credited to the specified airline loyalty program account, the Member must file a claim form provided on the accorhotels.com Web site. Claims must be filed within six (6) months of the Member's initial request. An e-mail is then sent to the Member with information regarding the claim.

11. PROGRAM COMMUNICATIONS

The Member can access all information related to his or her membership in the Le Club Accorhotels Program (including the current Le Club Accorhotels points balance) on the accorhotels.com Web site.

Any Le Club Accorhotels Member who joins the Program accepts to receive commercially-related electronic communications on the part of the Program. The Member will receive e-mail containing commercial information related to the *la carte ibis* program 4 languages (German, English, French and Spanish). If the Member no longer wishes to receive commercial e-mail from the Program, he or she may cancel this option at any time without any other consequences.

Any changes to e-mail or postal addresses, Member name, or any other relevant membership information must be made by the Member directly in his or her Le Club Accorhotels account via the accorhotels.com Web site.

12. DATA PRIVACY AND APPLICABLE LAW

The information collected during the registration process, and related to the use of the Le Club Accorhotels card (Program), is subject to processing in order to be able to handle the Member's request appropriately, to provide the expected services, and, if accepted by the Member, to send him or her commercial information related to the *la carte ibis* Program. This information is handled by Accor, who is responsible for data processing, as well as by its subsidiaries, notably PROFID SAS and ACCOR Centre de Contacts Clients (ACCOR Customer Contact Center) or providers qualified by Accor to manage the Le Club Accorhotels program.

The Member authorizes Accor and its subsidiaries to communicate his or her personal data to third parties on the condition that said communication is compatible with Accor's mission to carry out the operations as described in these General Terms and Conditions.

In particular, when paying the annual membership fee on-line, the Member's credit card details must be transmitted by Ogone, the payment provider, to the PRO-FID bank for processing. The Member is notified that this transfer of data may therefore be performed in foreign countries that may not apply a reasonable level of personal data protection, as required by the French Data Privacy Act ("Informatique et Libertés"). However, the Member accepts this transfer for the purpose of executing his or her contract. As a conscientious professional provider, Ogone has agreed with Accor and its subsidiaries to take every possible measurement to ensure the security and privacy of data for said data transfers.

In compliance with Act no. 78-17 of January 6, 1978 on Data Processing, Data Files and Individual Liberties, Members have the right to access, modify, correct or delete any personal information related to him or her, as well as to oppose the processing of this information, by contacting Accor – Data Privacy Department – 110 avenue de France – Immeuble Odyssey – 75013 Paris.

Membership in the Program implies the explicit and unconditional acceptance of these General Terms and Conditions by the Member. The present General Terms and Conditions supersede any previous texts on the subject.

In case of a dispute between the Member and PROFID SAS, both parties agree to first seek out-of-court settlement.

Le Club Accorhotels IS GOVERNED EXCLUSIVELY BY FRENCH LAW. Any disagreement or litigation resulting from the context described in the present General Terms and Conditions that cannot be resolved out-of-court will be handled by the appropriate courts in the jurisdiction of Paris. Issues related to VAT (Value-Added Tax) are governed by French fiscal legislation.

Our commitment for Data Privacy.

13. MEMBER INFORMATION

All information and details related to the Le Club Accorhotels Program, in particular with respect to additional services provided by participating hotels, partner benefits, and conditions related to Le Club Accorhotels rewards gift vouchers, are provided on the accorhotels.com Web site.

These General Terms and Conditions were last updated on: March 2012. ■

1. PROGRAM DESCRIPTION

The Le Club Accorhotels loyalty program ("Program") offered by PROFID SAS ("Administrator"), the company that handles customer loyalty for hotels in the Accor Group, was created to enable Le Club Accorhotels program Members ("Member" or "Members") to benefit from the advantages described below during their stays at Accor hotels participating in the Program and when making purchases at Program Partner establishments.

Membership in the Le Club Accorhotels program is only valid if allowed by the Member's country of residence. If not allowed, membership is null and void.

2. DEFINITIONS

Client: Person who has not yet accepted the Program's General Terms and Conditions.

Advance: Exceptional cash advance authorized by some hotels; not eligible for earning points.

Frequent Flyer Program (FFP): Loyalty program offered by an airline company.

Member: Client who has accepted the Program's General Terms and Conditions.

Partner: Company participating in the Le Club Accorhotels program, either by offering Le Club Accorhotels points to all Le Club Accorhotels Members who make purchases in the Partner's own network, or by accepting Le Club Accorhotels rewards partners vouchers for purchases made in the partner's own network, or both.

Le Club Accorhotels point: A point represents a unit of value that corresponds to a monetary expense by the Member at a hotel or partner establishment participating in the program. Bonus points may also be offered by a specific hotel for special promotions.

Adjustment: Points credit following a claim by the Member or an error on the part of the Program.

Transaction: The act of crediting or debiting points from a Member's account.

Individual: Member who is not subject to VAT (Value-Added Tax) in his or her country and who does not purchase the A|Club Favorite Guest card for purposes related to his or her professional activity.

Professional: Member who is subject to VAT in his or her country and who purchases the A|Club Favorite Guest card for purposes related to his or her professional activity.

3. HOTELS PARTICIPATING IN THE PROGRAM

Establishments of the following brand hotels participate in the Program: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), ibis (excluding ibis budget), all seasons/ibis styles and Thalassa sea & spa, with some exceptions (notably ibis (excluding ibis budget) hotels in China outside Hong Kong).

▶ See list of non-participating hotels

If an establishment leaves the Accor network or ceases to be a Participating Establishment after a reservation has been made, but before the Member's actual stay, the Member does not earn Le Club Accorhotels points and does not benefit from any specific services or benefits at the hotel (including the use of Le Club Accorhotels rewards gift vouchers). In addition, special offers are no longer valid after the date at which the establishment leaves the Accor network or ceases its participation in the Program, even if the reservation was made before that date. If a Member is unjustly refused a credit of Le Club Accorhotels points or a specific advantage related to his or her membership, the responsibility of Accor is strictly limited to properly recording Le Club Accorhotels points on said Member's account.

4. PROGRAM MEMBERSHIP

4.1. MEMBERSHIP CONDITIONS

The Program is open to any adult person. Companies, associations, groups, Accor employees and Partners are not entitled to join the Program. Membership in the Program is based on an annual subscription fee paid by the Member. Payment may be made exclusively by credit card at the time of registration on the accorhotels.com Web site. The annual membership fee is 270 Euros (including tax), not counting temporary offers or specific local conditions indicated on the registration form. The card is nominative and strictly personal. It may not be lent or sold. The card does not constitute a means of payment and does not guarantee reservations. Each A|Club Favorite Guest card is printed with the Member name, an individual identification number, and the expiration date. Each Member may only possess one Le Club Accorhotels card, whether obtained via subscription or as a loyalty award.

The A|Club Favorite Guest card may only be used by the Member whose name is printed on the card. The Member should not disclose his or her number or password to any other party. The Member is responsible for all operations to and from his or her account.

The Member must have an individual e-mail address in order to join the Program. The same e-mail address may not be used for two Members.

Professional Members residing in the European Union are required to enter their intra-community VAT number and provide it to PROFID SAS. It is the Member's responsibility to provide this information.

In case the provided intra-community VAT number is incorrect or inexistent, PROFID SAS may invoice a professional Member residing in the European Union for the French VAT amount of 19.6% on the purchase price of the A|Club Favorite Guest card.

Professional Members outside the European Union are not required to provide an intra-community VAT number, but they confirm that they are indeed subject to VAT in their country of residence. It is the Member's responsibility to provide this information.

If the information provided is inexact or incorrect (with respect to place of residence or professional status), the Member may be invoiced for French VAT.

For more information on VAT identification numbers and related regulations, please see the following Web sites:

▶ http://ec.europa.eu/taxation_customs/vies/vieshome.do

▶ http://ec.europa.eu/taxation_customs/taxation/vat/key_documents/legislation_recently_adopted/index_en.htm

Program Members accept that these General Terms and Conditions are subject to modification, in whole or in part, at any time, and without notice. These General Terms and Conditions have been in effect since September 15, 2008 (latest update: March 2012).

4.2. WAYS TO JOIN THE PROGRAM

4.2.1 At participating hotels

Accor hotel Clients participating in the Program may join A|Club Favorite Guest by contacting the hotel's reception desk at any time during their stay. The Client must provide the necessary information to join the Program in order to obtain a permanent Program Member number.

The hotel registers the Client for the free Le Club Accorhotels Loyalty card program. The Member must subsequently choose the A|Club Favorite Guest option upon his or her first connection to accorhotels.com. An e-mail message is sent immediately to the new Member, who must then confirm his or her Favorite Guest registration in order to benefit from Program conditions and all Program-related services, including permanent reductions with participating hotel brands, access to various features on accorhotels.com Web site (checking the Le Club Accorhotels points account, converting Le Club Accorhotels points, etc.), recognition by all Accor Internet sites and call centers when making reservations. In case the confirmation e-mail is does not arrive, the new Member may proceed with validation on-line by connecting directly to accorhotels.com. If the Member does not validate his or her account within the time limit communicated to the Member, all personal data and acquired Le Club Accorhotels points are permanently deleted from the database. The new Member will immediately receive an e-mail confirming membership in the Program, including an invitation to respond to a series of additional questions in order to take the Member's needs into consideration more accurately.

4.2.2 On the accorhotels.com Web site

People may also join the Le Club Accorhotels Program by filling in the membership form on the accorhotels.com Web site. After submitting the form, and after PROFID SAS has validated membership payment via credit card, the Member will receive a membership confirmation indicating the permanent Member number in e-mail sent to the address indicated on the form. This Member number entitles the Member to benefit from all Program services immediately.

5. RECEPTION AND USE OF THE CARD

The Card is sent to the Member once his or her registration in the Program is complete, and for on-line payment, once PROFID SAS has validated credit card payment for the membership.

In order to take advantage of Program benefits, the Member must indicate his or her Member number when making reservations, and then present the card, or Member number if the card has not yet been received, upon check-in at the hotel. The Member must respect these conditions in order to be entitled to Program advantages.

A Member of the Program may not cumulate benefits and points from different Programs for the same stay, with the exception of loyalty Programs related to the use of payment cards.

Engagements and rules to be respected by the Member:

- The Member agrees to remain courteous at all times.

- The Member must present his or her Card and/or Member number when making a reservation and upon check-in at the hotel.
- The Member must not lend his or her card to any third-party.
- The Member shall not commit fraud or attempt any fraudulent action to obtain points.
- If the card is lost or stolen, the Member must inform the program Administrator via the Customer Service section on the accorhotels.com Web site.

6. CANCELLATION CONDITIONS & PROCEDURES

6.1. CANCELLATION BY THE MEMBER

Membership in the A|Club Favorite Guest program is for a minimum duration of one (1) year. If the card expires, the Member can no longer benefit from the advantages and services related to the card, with the exception of acquired points that may be converted under the validity conditions described in section 7.3. If the Member does not choose to renew A|Club Favorite Guest membership, he or she must contact Customer Service to receive a free Le Club Accorhotels loyalty card in order to preserve the benefits of his or her points. The Le Club Accorhotels points balance on the Member's A|Club Favorite Guest card is automatically transferred to his or her Le Club Accorhotels loyalty card account. The initial value of all Le Club Accorhotels points in question remains the same.

At any time, the Member may decide to cancel his or her participation in the Program by contacting Customer Service. No reimbursement shall be made, either in full or in part, for any issued membership card, even if the card is unused. Membership cancellation means complete and total withdrawal from the Program, thus permanently severing the existing relationship between Le Club Accorhotels and the Member. This severance causes all data pertaining to the Member to be deleted from the Le Club Accorhotels database, along with all Le Club Accorhotels points remaining in his or her account at the time of cancellation.

6.2. CANCELLATION BY THE ADMINISTRATOR

Any use of the Le Club Accorhotels Card (thus of the Program) that does not comply with the present General Terms and Conditions may result in the immediate cancellation of the Card, benefits related to the Card, closing of the Member's account, and deletion of all accumulated Le Club Accorhotels points, without entitling the Member to claim any compensation of any kind. In case the Member's bank rejects payment of the registration fee, the Administrator reserves the right to close the loyalty account and delete all acquired Le Club Accorhotels points, without entitling the Member to any claim any compensation of any kind.

7. EARNING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may not be transferred to another Member.

Le Club Accorhotels points do not have any cash value. Lost or unused Le Club Accorhotels points may not be redeemed for any monetary amount whatsoever.

7.1. RULES FOR EARNING POINTS AT PARTICIPATING HOTELS

A|Club Favorite Guest members earn Le Club Accorhotels points on the following basis:

- 1 eligible € spent = 3.5 Le Club Accorhotels points at Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, Adagio (excluding Adagio Access), ibis (excluding ibis budget), all seasons/ibis styles, and Thalassa sea & spa brand hotels.

For stays of several consecutive nights, the Member shall receive a single points credit upon paying the entire bill. The Member shall not earn any points for a stay that involves check-out then check-in at the same establishment within the same day.

7.2. EXCHANGE RATES AND ROUNDING CALCULATIONS

7.2.1 Exchange rates

The amount on invoices paid outside the Euro zone will be converted into Euros. The exchange rate to be used is that applied by the hotel at the time of check-out. This rate is extracted from the multi-currency "Multidevises" database for currency and financial information at Natixis bank, a company with 1,955,268,310.40 Euros capital and headquarters at 30 avenue Pierre Mendes France, in Paris, France, 75013.

7.2.2 Rounding out calculations

Le Club Accorhotels points can only be granted in whole numbers. If the applied exchange rate used convert Euros into Le Club Accorhotels points results in a number of Le Club Accorhotels points with a decimal value, the number of Le Club Accorhotels points credited to the Member's account will be rounded down to the nearest whole number if the decimal is below 5, and will be rounded up to the nearest whole number if the decimal value is equal to, or higher than 5.

For example:

- Expenditure of 150.40 € results in a credit of 526 Le Club Accorhotels points.
- Expenditure of 150.80 € results in a credit of 528 Le Club Accorhotels points.

7.3. VALIDITY OF LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points are valid for a period of 12 months (365 days) following the check-out date. Validity is extended for 365 days each time a hotel stay is recorded on the Member or Cardholder's account (excluding promotional Meeting Planner offers, courtesy bonus, adjustments, and promotional bonuses), starting from the date the transaction is registered.

If the Member does not generate any transactions during a 365-day period, all Le Club Accorhotels points on his or her account are lost without notice, and with no possibility to restore or transfer them.

If the Member does not renew his or her membership for the A|Club Favorite Guest card, the available Le Club Accorhotels points balance may be transferred to an Le Club Accorhotels loyalty card as described in section 6.1.

7.4. EARNING POINTS IN THE ACCOR HOTEL NETWORK

Points credit can only be applied to a single Le Club Accorhotels card.

7.4.1 Eligible stays

When a Member stays at a hotel participating in the Program for a maximum of 30 consecutive nights, including at least one paid night, and truly staying at the hotel, the Member's account is credited with Le Club Accorhotels points according to the conditions described in paragraph 7.1.

Points calculation is based on the total invoice for eligible expenses paid (see definition in paragraph 7.4.3), excluding applicable taxes. This invoice must be paid while the Member is at the hotel, and payment must be accepted and confirmed. A payment by city ledger by a company is eligible if the rate is eligible. Therefore, if the Member issues an order to block the check used to pay the hotel, or if the bank account does not have sufficient funds to cover the check, or if the Member disputes payment made by a bank or credit card, Le Club Accorhotels points are not granted for the transaction in question.

In order to earn points, the eligible amount per night must be between:

- 15 and 3,000 € per night at Sofitel, Pullman, and MGallery hotels (excluding Thalassa sea & spa).
- 10 and 1,000 € per night at Novotel, Mercure, and Adagio hotels (excluding Adagio Access and Thalassa sea & spa).
- 5 and 500 € per night at Suite Novotel, ibis (excluding ibis budget), and all seasons/ibis styles hotels (excluding Thalassa sea & spa).
- 5 and 3,000 € per night at Thalassa sea & spa hotels.

7.4.2 Eligible rates

Eligible rates entitle the Member to benefit from Program advantages. Eligible rates include all public, corporate and promotional rates with the exception of the following rates:

- Room rates for business or leisure group reservations when rooms are reserved as part of a conference or organized trip, or a group account or account that is paid for globally (excluding promotional Meeting Planner offers).
- Partner Rates.
- Crew room rates (airline, maritime and other company crew members).
- Room rates for Accor employees and Partner company employees.
- Tour Operator rates (excluding specific offers).

7.4.3 Restrictions based on type of sale

Rooms for which reservations are made via an agent or third party, such as a travel agent, Tour Operator, or Internet distribution channel, are not eligible for points credit or any other advantages related to the Program, except for those reservations made in the context of a corporate account.

7.4.4 Eligible expenses

Eligible expenses include:

- Accommodation expenses for the Member and one other room (a maximum total of 2 paid rooms), on the condition that said rooms are checked-in under the Member's name, that the Member stays in one of said rooms, that the second room is occupied by at least one member of his or her family, and that the Member personally pays the charges related to all these rooms upon check-out.
- Services in addition to the hotel stay itself, as defined here: mini-bar, telephone, room service, pay-TV, cleaning, Member meals eaten in the hotel restaurant, and drinks at the hotel bar.
- Expenses for thalassotherapy and balneotherapy services provided at a Thalassa sea & spa center affiliated with the participating hotel, and only if the Member stays at that hotel.

Exceptions / ineligible expenses (stays and expenses that do not entitle the Member to earn Le Club Accorhotels points or other Program-related advantages):

- Extra services (even if paid at the hotel) as part of a stay that is not paid directly on site at the hotel (such as stays purchased via a Tour Operator) are not eligible for earning Le Club Accorhotels points.
- Tax (including VAT), tips, taxi rides, airport/downtown transfers, service charges, and other applicable fees.
- Advances.
- Expenses incurred as part of a company-organized conference, banquet or any other gathering, including private events, that are paid-for globally by the Member (except Meeting Planner promotions).
- All other expenses paid, such as business centers, boutique purchases, spa products and services, hairdresser, beauty parlor, and golf green fees. Note: eligibility rules with respect to parking may vary according to the hotel's infrastructure.
- All fees that are not specifically listed as being eligible.

7.5. EARNING LE CLUB ACCORHOTELS POINTS WITH PARTNER COMPANIES

Le Club Accorhotels points may also be earned with a variety of Program partners, as described in the Partners section.

8. OTHER PROGRAM BENEFITS

Rules for earning Program advantages depend on the validity of the Member's A|Club Favorite Guest card at the time of his or her stay (check-in date). Program benefits are only granted to the Member if the corresponding stay is eligible.

8.1. RATE ADVANTAGES

The Member is entitled to benefit from reduced room rates, depending on the hotel brand as described below:

Sofitel network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options:

- Either a 5% reduction off the Premium rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on sofitel.com and accorhotels.com Web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 5% reduction off Smart or Early rates displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on sofitel.com and accorhotels.com Web sites on the day the reservation is made, subject to meeting all other conditions applicable to said rates.

Pullman network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options:

- Either a 15% reduction off the best unrestricted room rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on pullmanhotels.com and accorhotels.com web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 5% reduction off Early Booking and Getaway Invitation rates displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on pullmanhotels.com and accorhotels.com Web sites on the day the reservation is made, subject to meeting all other conditions applicable to said rates.

MGallery network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate (displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on mgallery.com and accorhotels.com web sites, excluding all other reductions or promotions), not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the mgallery.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Novotel network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on novotel.com and accorhotels.com Web sites, not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, either displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the novotel.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Suite Novotel network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options:

- Either a 10% reduction off the full suite rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on suitehotel.com and accorhotels.com Web sites, not including breakfast.
- Or a 7% discount on rates for three (3) nights or more, and rates for eight (8) nights or more, not including breakfast.

Mercure network(*)

The A|Club Favorite Guest card entitles the Member to one of the following options, subject to availability:

- Either a 15% reduction off the best unrestricted room rate displayed or otherwise communicated by the hotel, Accor Group hotel reservation center or on mercure.com and accorhotels.com Web sites, not including breakfast.
- Or, a 5% reduction off specific rates subject to conditions, either displayed or otherwise communicated, on the day a reservation is made, by the hotel or the Accor Group reservation center or via the mercure.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Adagio network (excluding Adagio Access) (*)

The A|Club Favorite Guest Card entitles the Member to a 5% reduction of the regular public rate for any stay of at least 4 nights, subject to availability.

ibis network (excluding ibis budget) (*)

The A|Club Favorite Guest card entitles the Member to a 10% reduction off the full room rate with breakfast and dinner. Reservations may be made at the hotel or on ibishotel.com and accorhotels.com Web sites.

all seasons/ibis styles network (*)

The A|Club Favorite Guest card entitles the Member to one of the following options, subject to availability:

- Either a 10% reduction off the full room rate with breakfast, as well as a 10% reduction off the room rate with breakfast and dinner.
- Or, a 5% discount off specific rates subject to conditions, either displayed or otherwise communicated on the day a reservation is made, by the hotel or the Accor Group reservation center or via the all-seasons-hotel.com and accorhotels.com Web sites, subject to respecting any other conditions applicable to said rates.

Thalassa sea & spa network (*)

The Thalassa sea & spa brand is associated with hotel brands to designate specific hotels in the leisure sector. A 10% reduction is applied on rates that include accommodations and therapeutic cure. This reduction is valid on displayed rates or rates otherwise communicated by the hotel, Accor Group hotel reservation center or on the thalassa.com Web site, subject to meeting all other conditions applicable to said rates.

For reservations benefiting from promotional rates with specific conditions, such as reservations requiring prepayment, and non-changeable, non-cancelable reservations, the Member must respect the terms of sale related to the rate in question, and authorize the corresponding payment debit from his or her payment card. These reductions also apply to the price of a single additional room that is occupied by a child or a member of the Member's family, on the condition that he or she stays at the hotel at the same time as the Member. The net rate, including the reduction granted to cardholders, is displayed directly on the reservation site for Accor Group hotels.

(*) *With some exceptions: The list of exceptions is available from Le Club Accorhotels Customer Service and on the accorhotels.com Web site.*

8.2. PREFERENTIAL RATES WITH LE CLUB ACCORHOTELS PARTNERS

The Member is entitled to benefit from preferential car rental rates at Europcar, as defined in the Partners section.

8.3. HOTEL SERVICES

The A|Club Favorite Guest Member benefits from the following advantages and services during his or her stays at Accor hotels participating in the Program:

- Guaranteed room availability is possible if the reservation is made before noon (12:00 pm) local time in the country where the hotel is located, at least three (3) days before the expected arrival date (7 days for Accor Thalassa; only for 4-7 night packages at Suite Novotel; and only for stays of at least 4 nights at Adagio – excluding Adagio Access). This guarantee only applies to stays paid at the regular public rate or full rate (not including promotions or reductions), and for a maximum of one room (the Member's room). If the hotel is unable to guarantee room availability, it is committed to obtaining accommodations for the Member at another nearby Accor hotel or at a hotel in an equivalent category. If it is necessary for the Member to stay at a hotel that does not belong to the Accor group, the hotel will reimburse the Member for any difference in the cost of the first night and any related transportation fees, upon presentation of the corresponding receipts. All hotel stay expenses for the night in question (price paid by the Member plus the additional price difference reimbursed by the hotel) are eligible for Le Club Accorhotels points credit.

This room availability guarantee is valid for all participating Accor hotels with the exception of those hotels listed here: Mercure Belle Plagne 2100, Mercure Chamonix Centre, Mercure Chamonix Les Bossons, Mercure Courchevel 1850, Mercure Les Deux Alpes 1800, Mercure Saint-Lary and Mercure Val Thorens. Room guarantees are not available during exceptional events that generate high demand for the desired destination (**See unavailable dates**). In order for the Member to properly benefit from the room availability guarantee, he or she must always explicitly request said guarantee at the time of reservation.

- A welcome drink upon arrival (for one or two people, to be consumed at the hotel bar or restaurant during the stay) at all Accor hotels except for ibis (excluding ibis budget) and Adagio (excluding Adagio Access) establishments. A glass of "Grands Vins Mercure" upon arrival (for one or two people, to be consumed at the hotel bar or restaurant during the stay) at all Mercure hotels in France.
- A welcome gift at all Accor hotels (and for any stay of at least 10 nights at Adagio – excluding Adagio Access), except for Novotel, Suite Novotel, Mercure and all seasons/ibis styles hotels.
- The option for late check-out up to 4:00 pm on the day of departure at all Accor hotels, except for Thalassa sea & spa, at no additional charge, subject to room availability. The Member must mention the desire for late check-out at the reception desk upon arrival.
- Upgrade to the next higher room category at Sofitel and Pullman hotels (subject to room availability at the time of check-in). The Member must request this advantage upon his or her arrival at the hotel.
- Dedicated customer service by telephone for all Program-related information.

The A|Club Favorite Guest card does not serve as a guarantee in case of late arrival at the hotel. To guarantee a reservation for late arrival, the Member must provide a credit card number when making the reservation.

9. CONVERTING LE CLUB ACCORHOTELS POINTS

Le Club Accorhotels points may be:

- Converted into Le Club Accorhotels rewards gift vouchers.
- Converted into airline Miles.
- Converted into ClubSmart points.
- Donated to Institut Pasteur.
- Converted into Bahn.Bonus points.

All requests to convert Le Club Accorhotels points into vouchers, airline Miles, ClubSmart points or Bahn.Bonus points, as well as donations to Institut Pasteur, are definitive. Points are debited from the Member's account when conversion is ordered.

9.1. CONVERSION TO LE CLUB ACCORHOTELS REWARDS GIFT VOUCHERS

Any time the number of Le Club Accorhotels points in the Member's Le Club Accorhotels points account reaches a level certain level (as indicated by the balance on the Member's account statement), the Member may convert some or all of these Le Club Accorhotels points into Le Club Accorhotels rewards gift vouchers. The required amount of Le Club Accorhotels points is defined in the Rewards section.

A complete description of Le Club Accorhotels vouchers (values and conversion rates) is provided in the Rewards section.

Members must order their Le Club Accorhotels rewards gift vouchers on the accorhotels.com web site.

Amounts paid using Le Club Accorhotels rewards gift vouchers do not generate Le Club Accorhotels points credit.

Le Club Accorhotels reserves the right to void any given Le Club Accorhotels rewards gift voucher in case of fraud with respect to the Member's account.

There are two types of Le Club Accorhotels rewards gift vouchers: hotel vouchers (in electronic format) and partner vouchers (in paper format).

9.1.1 Le Club Accorhotels rewards hotel vouchers

Le Club Accorhotels rewards hotel vouchers are vouchers provided exclusively in electronic format.

These vouchers must be printed. These vouchers are accepted every day of the week up until their expiration date, and may be used to pay for all or part of those services (including at least one night) rendered at one of our 2,500 Accor hotels participating in the Le Club Accorhotels program around the world: Sofitel, Pullman, MGallery, Novotel, Suite Novotel, Mercure, ibis (excluding ibis budget), all seasons/ibis styles, plus Adagio Aparhotels (excluding Adagio Access) and Thalassa establishments. These vouchers are accepted at ibis (excluding ibis budget) hotels in France only on Friday, Saturday, and Sunday nights.

Labeled in Euros or US Dollars, Le Club Accorhotels rewards hotel vouchers may be used outside the country in which they were issued.

The exchange rate used is that which is applied by the hotel upon check-out.

Le Club Accorhotels rewards hotel vouchers must be printed by the Cardholder or Member before being presented at the hotel reception desk.

Le Club Accorhotels rewards hotel vouchers are not accepted as full or partial payment for professional events such as seminars, conferences, banquets, tourist groups, etc.

Le Club Accorhotels rewards hotel vouchers are not accepted by partners participating in the Le Club Accorhotels program (complete information is available in the Partners section).

Le Club Accorhotels rewards hotel vouchers are transferable and non-nominative.

Le Club Accorhotels rewards hotel vouchers are valid for a period of 6 months from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards hotel voucher.

In order to be valid, vouchers must be used for payment before their expiration date, by presenting the printed voucher at the hotel.

Payment using Le Club Accorhotels rewards hotel vouchers must, and may only be made at the hotel. Vouchers must be presented at the reception desk during the stay, and are no longer valid after the hotel deactivates the voucher numbers.

Le Club Accorhotels rewards hotel vouchers may not be used for full or partial prepayment for a stay or to guarantee a reservation (non-cancelable pre-paid rate, non-modifiable rates shall not be reimbursed under any circumstances – only those expenses paid on-site may be paid with Le Club Accorhotels rewards gift vouchers).

Several Le Club Accorhotels rewards gift vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the hotel.

The Member may print Le Club Accorhotels rewards hotel vouchers from any properly equipped computer (the computer must be connected to the Internet, and must have Acrobat Reader software and a laser or ink-jet printer with a minimum resolution of 300 dpi). These Le Club Accorhotels rewards hotel vouchers are only valid if printed on blank white A4 or US letter paper on both sides, without changing print size, in portrait mode (vertical), using a laser or ink-jet printer.

Le Club Accorhotels rewards hotel vouchers that are partially printed, damaged, or illegible will not be accepted as payment in hotels.

Le Club Accorhotels rewards hotel vouchers shall not be replaced or reimbursed, and Le Club Accorhotels points shall not be re-credited in case of loss, theft, deterioration or expiration, or for anomalies that may arise when placing an order.

Conditions and restrictions for using Le Club Accorhotels rewards hotel vouchers are available on the accorhotels.com Web site when placing a voucher order, as well as on the printable version of the vouchers.

Hotels reserve the right to refuse to accept Le Club Accorhotels rewards hotel vouchers in case of unauthorized usage.

9.1.2 Le Club Accorhotels rewards partners vouchers

Le Club Accorhotels rewards partners vouchers are provided in paper format. They are accepted every day up until the expiration date printed on the front of each voucher to pay for all or part of services or purchases at selected partner establishments participating in the Le Club Accorhotels program (complete information is available in the Partners section).

Labeled in Euros or US Dollars, Le Club Accorhotels rewards partners vouchers may be used outside the country in which they were issued.

Le Club Accorhotels rewards partners vouchers are not accepted at Accor hotels participating in the Le Club Accorhotels program. The partner reserves the right to refuse to accept Le Club Accorhotels rewards gift vouchers in case of unauthorized usage.

Several Le Club Accorhotels rewards partners vouchers may be used to pay for a given service, and the Member may pay additional amounts using any other payment method accepted by the partners participating in the Le Club Accorhotels program.

Le Club Accorhotels rewards partners vouchers are valid for a period of one (1) year from the date of issue. The expiration date is printed on the front of each Le Club Accorhotels rewards voucher. In order to be valid, vouchers must be used to pay for all or part of the provided Partner service (paid to the Partner directly) before the expiration date. Le Club Accorhotels rewards partners vouchers are transferable and non-nominative. Vouchers shall not be reimbursed, and Le Club Accorhotels points shall not under any circumstances be re-credited in case of loss, theft, destruction, or expiration, and change is not returned on purchases made with vouchers.

Le Club Accorhotels rewards partners vouchers are only valid if accompanied by their original stub (part of the voucher is detachable).

Le Club Accorhotels rewards partners vouchers may not be used for prepayment in full or in part, or to guarantee a reservation.

Conditions and restrictions for using Le Club Accorhotels rewards partners vouchers are indicated on the back of each voucher.

The Member must comply with Partner terms and conditions related to using Le Club Accorhotels rewards partners vouchers (see general terms of acceptance for Le Club Accorhotels rewards partners vouchers on accorhotels.com).

Specific conditions may apply for each partner.

9.2. CONVERSION INTO AIRLINE MILES

In order to convert Le Club Accorhotels points into Airline Miles, the Member must be registered in the airline program to which he or she wishes to transfer Le Club Accorhotels points prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into airline Miles (after reaching a minimum level of Le Club Accorhotels points) with Le Club Accorhotels Program partner companies (based on his or her account balance shown on accorhotels.com). The list of participating airline carriers, conversion limit(s) and the Le Club Accorhotels points-to-airline Miles conversion rates are provided on accorhotels.com in the Rewards section.

The Member must request Le Club Accorhotels points conversion to airline Miles on the accorhotels.com Web site. It may take up to six (6) weeks for Le Club Accorhotels points to be transferred to the desired airline loyalty program.

The Member or Cardholder may also select the "automatic transfer" option in "My account/My profile". Airline Miles are automatically transferred to your frequent flyer program within six (6) weeks.

9.3. CONVERSION INTO SHELL CLUBSMART POINTS

In order to convert Le Club Accorhotels points into Shell ClubSmart points, the Member must be registered in the Shell ClubSmart program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into ClubSmart points (after reaching a minimum level of Le Club Accorhotels points) with Shell (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-ClubSmart points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for Shell section.

The Member must request Le Club Accorhotels points conversion into Shell ClubSmart points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the Shell loyalty program.

9.4. LE CLUB ACCORHOTELS POINTS DONATIONS TO INSTITUT PASTEUR

Whenever the number of Le Club Accorhotels points in the Member's Le Club Accorhotels account reaches a level of at least 2,000 Le Club Accorhotels points (based on the balance shown on the account statement), the Member may choose to donate his or her Le Club Accorhotels points to Institut Pasteur, with 2,000 Le Club Accorhotels points corresponding to 40 €. The Member can request this donation via the accorhotels.com Web site.

Once Le Club Accorhotels points have been donated, these points are no longer available for use by the Member. All Le Club Accorhotels points donations are definitive.

The corresponding funds are transferred to Institut Pasteur by the Administrator, who acts in the name and on behalf of the Member. As such, and with the Member's permission, the Administrator shall communicate the name and coordinates of the Member to Institut Pasteur in order to establish and send a tax receipt.

Tax reduction and sending a tax receipt for 2010 revenue (for residents of France):

Individuals may benefit from an income tax reduction corresponding to sixty-six (66) percent of their donation, with a limit of up to twenty (20) percent of their taxable revenue, on the condition that said donation(s) are made to organizations referred to as "general interest" organizations.

Within approximately three (3) weeks, Institut Pasteur will send a tax receipt in the Member's name, according to established regulations, in the event that said donors intend to take advantage of the corresponding tax reduction.

The tax receipt will be sent to the address provided in the "My profile" section. In order to receive the tax receipt at a different address, the Member must update his or her profile before making the donation.

For Members residing in countries other than France: it is the Member's responsibility to check with a qualified tax advisor for information regarding the eligibility of Le Club Accorhotels points donations for tax reduction.

9.5. CONVERSION INTO BAHN.BONUS POINTS

In order to convert Le Club Accorhotels points into bahn.bonus points, the Member must be registered in the Die Bahn program prior to ordering the transfer. For this, the Member must first make sure that his or her account is indeed active/valid at the time of transfer.

The Member may convert his or her Le Club Accorhotels points into bahn.bonus points (after reaching a minimum level of Le Club Accorhotels points) with Die Bahn (based on his or her account balance shown on accorhotels.com). The list of participating countries, conversion limit(s) and the Le Club Accorhotels points-to-bahn.bonus points conversion rates are provided on accorhotels.com in the Rewards/Partners/General Terms and Conditions for bahn.bonus section.

The Member must request Le Club Accorhotels points' conversion into bahn.bonus points on the accorhotels.com Web site. It may take up to two (2) weeks for Le Club Accorhotels points to be transferred to the bahn.bonus loyalty program.

10. ERRORS AND RETROACTIVE CLAIMS

10.1. ACCOR CLAIMS

10.1.1 Earned Le Club Accorhotels points

If the Member notices that Le Club Accorhotels points were not credited correctly within a period of at least seven (7) days following his or her hotel stay, the Member may request that the account balance be adjusted within six (6) months of said stay (with respect to the check-out date), by filling in the corresponding claim form in the Customer Service section of the Web site, explaining the purpose of the claim and submitting a copy of the hotel invoice in question. This invoice must not contain any handwritten modifications. Only the format produced by the hotel will be taken into account.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

The Member may use the forms available in that same section for other Program-related claims.

10.1.2 Le Club Accorhotels rewards gift vouchers

For any claim related to Le Club Accorhotels rewards gift vouchers (reception, use, etc.), the Member must use the corresponding form in the Customer Service section on accorhotels.com

10.1.3 Preferential rates

For any claim related to the application of preferential rates at participating hotels, the Member must use the corresponding form in the Customer Service section.

10.2. PARTNER CLAIMS

10.2.1 Earned Le Club Accorhotels points

In case the Member has a claim related to Le Club Accorhotels points earned from Le Club Accorhotels Program partners, the Le Club Accorhotels Member may submit a request by filling in the corresponding claim form provided in the Customer Service section of the Le Club Accorhotels Web site, explaining the reason for the claim, and submitting any relevant receipts.

Following services by a Partner establishment, a minimum period of six (6) weeks is required before the Member can submit a claim for adjustment. The time limit to submit this claim following the transaction depends on the Partner. This information is provided in the Partners section on the site.

In order for the Member to be entitled to earn Le Club Accorhotels points, the invoice corresponding to the claim must imperatively be in the name of the Le Club Accorhotels Member.

10.2.2 Using Le Club Accorhotels rewards gift vouchers with Partners

For any claim related to the acceptance of Le Club Accorhotels rewards gift vouchers by Le Club Accorhotels Partner establishments, the Member must use the corresponding claim form in the Customer Service section of the Web site.

10.2.3 Converting Le Club Accorhotels points into airline Miles

The Administrator's responsibility with respect to converting Le Club Accorhotels points into Airline Miles ends at the moment the airline company confirms the conversion request. In case the conversion of Le Club Accorhotels points into airline Miles does not take place within a period of six (6) weeks, and if the Le Club Accorhotels points are not debited from the Member's account, the Member must renew the conversion request. On the other hand, if the Le Club Accorhotels points are debited from the Member's account but the airline Miles are not properly credited to the specified airline loyalty program account, the Member must file a claim form provided on the accorhotels.com Web site. Claims must be filed within six (6) months of the Member's initial request. An e-mail is then sent to the Member with information regarding the claim.

11. PROGRAM COMMUNICATIONS

The Member can access all information related to his or her membership in the Le Club Accorhotels Program (including the current Le Club Accorhotels points balance) on the accorhotels.com Web site.

Any Le Club Accorhotels Member who joins the Program accepts to receive commercially-related electronic communications on the part of the Program. The Member occasionally receives e-mail with commercial information about the Le Club Accorhotels Program. If the Member no longer wishes to receive commercial e-mail from the Program, he or she may cancel this option at any time without any other consequences.

Any changes to e-mail or postal addresses, Member name, or any other relevant membership information must be made by the Member directly in his or her Le Club Accorhotels account via the accorhotels.com Web site.

12. DATA PRIVACY AND APPLICABLE LAW

The information collected during the registration process, and related to the use of the Le Club Accorhotels card (Program), is subject to processing in order to be able to handle the Member's request appropriately, to provide the expected services, and, if accepted by the Member, to send him or her commercial information related to the A|Club Favorite Guest Program. This information is handled by Accor, who is responsible for data processing, as well as by its subsidiaries, notably PROFID SAS and ACCOR Centre de Contacts Clients (ACCOR Customer Contact Center) or providers qualified by Accor to manage the Le Club Accorhotels program.

The Member authorizes Accor and its subsidiaries to communicate his or her personal data to third parties on the condition that said communication is compatible with Accor's mission to carry out the operations as described in these General Terms and Conditions.

In particular, when paying the annual membership fee on-line, the Member's credit card details must be transmitted by Ogone, the payment provider, to the PRO-FID bank for processing. The Member is notified that this transfer of data may therefore be performed in foreign countries that may not apply a reasonable level of personal data protection, as required by the French Data Privacy Act ("Informatique et Libertés"). However, the Member accepts this transfer for the purpose of executing his or her contract. As a conscientious professional provider, Ogone has agreed with Accor and its subsidiaries to take every possible measurement to ensure the security and privacy of data for said data transfers.

In compliance with Act no. 78-17 of January 6, 1978 on Data Processing, Data Files and Individual Liberties, Members have the right to access, modify, correct or delete any personal information related to him or her, as well as to oppose the processing of this information, by contacting Accor – Data Privacy Department – 110 avenue de France – Immeuble Odyssey – 75013 Paris.

Membership in the Program implies the explicit and unconditional acceptance of these General Terms and Conditions by the Member. The present General Terms and Conditions supersede any previous texts on the subject.

In case of a dispute between the Member and PROFID SAS, both parties agree to first seek out-of-court settlement.

LE CLUB ACCORHOTELS IS GOVERNED EXCLUSIVELY BY FRENCH LAW. Any disagreement or litigation resulting from the context described in the present General Terms and Conditions that cannot be resolved out-of-court will be handled by the appropriate courts in the jurisdiction of Paris. Issues related to VAT (Value-Added Tax) are governed by French fiscal legislation.

Our commitment for Data Privacy.

13. MEMBER INFORMATION

All information and details related to the Le Club Accorhotels Program, in particular with respect to additional services provided by participating hotels, partner benefits, and conditions related to Le Club Accorhotels rewards gift vouchers, are provided on the accorhotels.com Web site.

These General Terms and Conditions were last updated on: March 2012. ■