



# HUNGUEST HOTELS

H U N G A R Y

## **BUSINESS TERMS AND CONDITIONS FOR PERSONAL AND VIP CUSTOMER CARDS**

HUNGUEST HOTELS' Customer Card Programme covers all hotels in the HUNGUEST HOTELS chain within and outside of Hungary, however, only for the direct ordering, use and on-site payment of the hotel's own services (catering, other), including hotel reservations made through the HUNGUEST HOTELS Regular Customer Centre (Székely Mihály u. 3., 1061 Budapest, Hungary) and IBUSZ - HUNGUEST HOTELS Reservation Offices (CORVIN KÖZ, Kisfaludy utca 29., 1082 Budapest, Hungary; SUGÁR Üzletház, Örs vezér tere 24., 1148 Budapest, Hungary; TESCO BUDAÖRS, Kinizsi út 1-3., 2040 Budaörs, Hungary; Malom Üzletház, Korona u. 2., 6000 Kecskemét, Hungary, 9021 Győr Kazinczy u. 3., Hungary).

### **I. APPLYING FOR A CARD**

All resident and non-resident natural persons (hereinafter: GUEST):

- who have no customer card yet
- who complete the Application Form (our guests can obtain Application Forms at the reception desks of HUNGUEST HOTELS, at the HUNGUEST HOTELS Regular Customer Centre, the IBUSZ - HUNGUEST HOTELS Reservation Offices and on our website at [www.hunguesthotels.com](http://www.hunguesthotels.com))
- pay the cost of issuing the card at an amount of HUF 3,000 gross or EUR 12

- by postal payment order using the enclosed cheque, or

- personal in cash at the place of application (in HUNGUEST HOTELS hotels and in IBUSZ-HUNGUEST HOTELS Reservation Offices in HUF or EUR, or in HUF in the Regular Customer Centre), or

- transfer this amount in HUF to bank account No. 12001008-00221396-00100006 held at Raiffeisen Bank Zrt., or in EUR to bank account No. IBAN: HU1012001008-00221396-01800008, held at Raiffeisen Bank Zrt., SWIFT UBRTHUHB

- and deliver the Application Form and a copy of the certificate of payment (cheque or invoice) by mail to the following address: HUNGUEST HOTELS Regular Customer Centre, Székely Mihály u. 3. 1061 Budapest, Hungary

may become owners of HUNGUEST HOTELS Personal Customer Cards.

### **II. RULES APPLICABLE TO BOTH HUNGUEST HOTELS PERSONAL AND VIP CUSTOMER CARDS**

HUNGUEST HOTELS Zrt. agrees to produce all Customer Cards within 30 days of the date when the HUF 3,000 gross or EUR 12 fee for producing the card was received and the guest's Application Form was also received.

The Customer Card shall be delivered by mail to the address indicated in the Application Form or may be collected personally at the place indicated in the Application Form. Magyar POSTA Zrt. is able to keep track of registered mail for one year. Therefore, it is possible to have Customer Cards not received or not collected by guests searched for for one year from the date of applying for a Customer Card (the date of submitting the Application Form).

It is possible to collect points only after the fee for card production has been deposited.

Whether the discount is granted in the form of points or as a percentage, such discounts may be used for maximum two rooms or one apartment and/or the proprietary services used by guests using the two rooms or one apartment for all cards.

After the two rooms or one apartment, any discount may be used only if the two rooms are or the apartment is reserved in advance and the reservation of the two rooms or the apartment is confirmed in writing by the confirmation issued to name, if the invoice is issued to the cardholder's name and the cardholder stays on site throughout the entire stay. Personal and VIP Customer Cards may be used only for the number of rooms or apartments shown in the confirmation of reservation (max. 2 rooms or max. one apartment). If a Regular Customer wishes to use the discount or collect

points for two rooms, this should be indicated in advance at the time of making the reservation, and the cardholder must stay on site throughout the entire period for which the rooms are used.

In the absence of a written confirmation of reservation issued to name in advance, discounts may be enforced or points may be collected only for no more than 1 room. (The name of the person who will use the second room – not used by the cardholder – must be indicated in the preliminary reservation, and this person shall use the room for no more than the duration of the cardholder's stay.)

In case of using services without room or apartment reservation (e.g., use of catering, health, wellness or sports services, etc. not as a hotel guest) discounts may be used or points may be credited to one card for maximum 10 persons, provided that the cardholder is continuously present. The hotel provides the above services only to the extent confirmed by the hotel based on an order given in advance.

Points may be credited and percentage discounts may be used only for the hotel's OWN services such as accommodation, catering services (restaurant, drink bar, mini bar, etc.) and other proprietary services (e.g., the hotel's own fitness and wellness section).

No points may be credited and no discounts may be used for services outsourced by the hotel, which are provided by third party service providers, and for tobacco industry products, and certain proprietary services defined in individual offers of individual hotels.

The scope of (certain proprietary and all third party) services and products for which no points may be credited – or in the case of VIP cards, no discount can be offered – varies by hotel, information on such services is available from the reception desk of each hotel and such services are indicated in the individual offers and reservation confirmations issued by each hotel.

After receiving the cards, no points may be credited subsequently and for VIP cards, percentage discount are not available!

Points may be credited, points may be used and percentage discount may be used – in the case of room or apartment reservation – only in respect of the services used by the guests inhabiting the rooms or apartments concerned and only the invoices issued to the cardholder's name, and only for the period during which the cardholder is present;

- In the case of using services without room or apartment reservation, point crediting, spending and percentage discounts are available only if the invoices issued to the cardholder's name, and only for the period for which the cardholder is present.

The HUNGUEST HOTELS Customer Cards are registered to the cardholder's name, meaning that one guest may have only one card and Customer Cardholders may only be natural persons.

HUNGUEST HOTELS Customer Cards may not be transferred and may not be inherited. It is not possible to combine points recorded on more than one HUNGUEST HOTELS Customer Cards.

The chip cards with a serial number are secure, there is a signature field on their reverse side, and a PIN (personal identification number) code is associated with each card in order to avoid unauthorised use.

Customer Cards are valid only if signed! Any type of abuse of personal and VIP customer cards or the issuer's established suspicion of such abuse shall result in withdrawing the Customer Card and deleting the discounts.

### **Card use**

When paying the hotel bill, the Customer Card shall be handed over to the reception desk. The card may be used (passed through the PIN pad) only if the PIN code is known and the card is available.

In case the PIN code is absent for any reason (it is lost, forgotten, etc.), the HUNGUEST HOTELS Regular Customer Centre shall provide a substitute PIN code – after due identification of the cardholder – (between 8.30 and 17.00 on workdays) against a handling charge of HUF 2,000 gross of EUR 8. The handling charges may be paid by postal cheque, wire transfer, in cash, by debiting the room bill at the hotel's reception desk or in cash in HUF at the Regular Customer Centre.

If the cardholder enters the wrong PIN code three times, the Customer Card shall be automatically blocked. The card may be released in the Regular Customer Centre by submitting the card, against a handling fee (HUF 2,000 gross or EUR 8).

### **III. PERSONAL CUSTOMER CARD**

#### **Collecting points:**

If requested by the GUEST – by opting for the possibility of COLLECTING POINTS – 10% of the gross amount of the hotel bill for using the hotel's own services not excluded from point collection – calculated on the basis of the then valid price list – shall be credited to the Personal Customer Card as points.

GUESTS shall be entitled to have points credited to them also for HUNGUEST HOTELS' promotional offers as well, unless this was precluded in the promotion offer.

The points thus collected may be used as a discount in HUF/EUR when next using hotel services, taking into account the terms and conditions applicable to the use of points. If points are credited on the basis of a bill made out in EUR or the points credited to the card are used as a rebate to an EUR invoice, the exchange rate used for crediting as well as using points is currently HUF 250/EUR. This exchange rate may be reviewed from time to time and may be amended in the event of a more significant and permanent change in exchange rate. Please, inquire about the then current exchange rate in our hotels.

The points credited to a GUEST's Customer Card either entitle the guest to a HUF/EUR discount, or, if the guest continues to collect them, form the basis of a HIGHER PERCENTAGE OF DISCOUNT in the form of preferential VIP card packages.

Our Regular Customers have an opportunity to collect points already during the first stay, because they become entitled to have points credited to them already from the time when they deposit the fee for producing the card.

The condition for collecting points this way is that the HUNGUEST HOTELS Personal Customer Card must be applied for (and paid for!) before, during or no later than on the last day of using hotel services.

The HUNGUEST HOTELS Regular Customer Centre shall credit the points due for services used during the period between the date, when the fee for producing the card was paid until the date of receiving the card on the cardholder's request based on the invoice that entitles the cardholder to have points credited. Cardholders may request that these points be credited to them for no more than 5 years based on the invoice that entitles the customer to have point credited.

Before the card is received, it is possible only to collect points but not to use points.

No points may be credited for 'prior' invoices that do not satisfy the above conditions. If the date of paying the fee for producing the card is later than the date of the given invoice or the date of departure, it is not possible to credit points.

After receiving the card, it is not possible to credit points subsequently. Therefore, please, make sure that you have your card and your PIN code with you during your travels.

#### **Using up points:**

The GUEST may use his points collected during the period before he used the given hotel services as a discount in HUF/EUR in settling the invoice at any time up to maximum 50% of the gross invoice amount – calculated on the basis of the valid price list (HUF 1 = 1 point, and EUR 1 = 250 points).

Accordingly, the points credited for the invoice of the given stay may be used at the earliest for settling the bill of the next stay.

Points are automatically credited also in the case of using points but in this case, they are credited at a rate of 10% of 50% of the gross invoice amount regardless of the quantity of points used.

Therefore, it is worthwhile to collect points and use them when they cover 50% of the invoice amount, this optimises the situation in collecting and using points and the discount that can be achieved.

No additional points may be credited for amounts paid by the points credited to the HUNGUEST HOTELS Personal Customer Card.

Personal Customer Cards are valid for an unlimited period of time, and points may be credited and used at an unlimited number and for an unlimited time. If it is proven that points have been credited to a Customer Card in departure from the rules, HUNGUEST HOTELS Zrt. will cancel the card.

### **IV. VIP – PREFERENTIAL CARD PACKAGES**

After collecting points and reaching a certain limit on a Personal Customer Card – based on the cardholder's decision and application - it is possible to apply for a preferential VIP card package that offers a percentage discount. The VIP

card produced is mailed with a balance of 0 points. Conditions for application: payment of the HUF 3,000 or EUR 12 card production fee and submission of a completed application form, one passport photo and the old customer card (the points credited to which will be reduced to zero).

VIP customer card packages may be applied for only by following the sequence of grades, meaning that, e.g., Diamond Cards are available only for guests who had a Gold Card before.

Based on an application by the GUEST (after completing the Application Form):

- when 100,000 points are credited to a Customer Card - an Executive card package will be issued, offering a discount of 20% from the gross price of proprietary services provided in all hotels that belong to the HUNGUEST HOTELS chain.
- when 300,000 points are credited to a Customer Card – a Gold Card package will be issued, offering a discount of 40% from the gross price of accommodation and breakfast and 20% from the gross price of proprietary services provided in all hotels that belong to the HUNGUEST HOTELS chain.
- when 800,000 points are credited to a Customer Card – a Diamond Card package will be issued, offering a discount of 65% from the gross price of accommodation and breakfast and 50% from the gross price of proprietary services provided in all hotels that belong to the HUNGUEST HOTELS chain.

The points continuously collected may not be used as discounts granted in a single HUF amount in addition to the percentage discounts offered by the various VIP customer card packages. When the card is used (payment is made) points are automatically credited to the GUEST's VIP card, at a number equivalent to 10% of the invoice amount less the discount (i.e., the amount actually payable).

The validity period for all VIP Customer Cards offering percentage discounts is 12 months (of which 30 days are the time for producing card), and the expiry date is included in the chip card. The starting date of the validity period is the day when the HUNGUEST HOTELS Regular Customer Centre receives the guest's Application Form. The VIP Customer Card offering a percentage discount entitles the holder to make use of the percentage discount and to collect points from the first day of the validity period.

The condition for continuously keeping VIP Customer Cards is that a defined amount of proprietary hotel services must be used within the validity period (12 months), to ensure that the following numbers of points are collected:

- |                                  |                                |
|----------------------------------|--------------------------------|
| • For the Executive card package | 50,000 points/validity period  |
| • For the Gold card package      | 120,000 points/validity period |
| • For the Diamond card package   | 400,000 points/validity period |

Customer card holders are able to keep their VIP cards or move to higher category only if they acquire the points required for new card within the validity period, each time starting from 0 points.

Renewed VIP cards with a validity period of 12 months are always issued containing 0 points.

(E.g.: having acquired 100,000 points, a guest becomes entitled to an Executive card. He receives a card that is valid for 12 months and has 0 points.

- After the 12 months, on the expiry date, there are 50,000 – 299,999 points on the card; he again receives an Executive card containing 0 points.

- If he has less than 50,000 points credited to him during the validity period, he gets a Personal Customer Card containing 0 points free of charge.

- If the card has more than 300,000 points, he reached the limit for the Gold Card, and may request a card granting him the higher rate of discount.

When the validity period expires, all VIP Customer Card packages must be applied for again, even if the conditions and the discount rate remain unchanged or if the discount rate degresses. If a guest fails to apply for the given VIP Customer Card package within 12 months of the date when the validity period expires, he will lose all discounts reached until that date.

When a new, higher rate of discount is reached, a new VIP card is produced for a fee of HUF 3,000 gross or EUR 12. The new VIP Customer Card is issued within 30 days of the date when the fee for producing the card and the guest's Application Form are received. It is possible to request a new, higher-level VIP card immediately when the given limit is reached.

In case of retaining the previous rate of discounts, HUNGUEST HOTELS Zrt. agrees to set the new validity period also within 30 days of the date of request (i.e. the date when the completed Application Form is received), but this is free of charge.

In case of retaining the previous rate of discounts, the new validity period may be set only when the validity period expires.

When the validity period expires or applying for a new card, please return the existing card together with the Application Form by registered mail to the address of the HUNGUEST HOTELS Regular Customer Centre or submit it personally in any hotel in the HUNGUEST HOTELS chain, or in the IBUSZ-HUNGUEST HOTELS Reservation Offices.

If the defined quantity of points is not collected within the validity period, the rate of discount will be reduced to the category below. (Gold Card package instead of Diamond Card package; Executive Card package instead of Gold Card package). In case the guest fails to continuously keep up the number of points defined as the condition for preserving the Executive Card package, he shall receive a Personal Customer Card free of charge again. However, he will start collecting points from the beginning again, and the points acquired earlier may not be used up as a discount in HUF or EUR.

When using each VIP Customer Card package, the card holder shall have the task of monitoring the number of points actually credited within the validity period and the card's expiry date.

We will be happy to provide information on the balance of points on the card and the card's expiry date on presenting the card at the Regular Customer Centre, the reception desks of all HUNGUEST HOTELS hotels and in the IBUSZ-HUNGUEST HOTELS Reservation Offices; the information is also available on [www.hunguesthotels.com](http://www.hunguesthotels.com).

## **V. MISCELLANEOUS INFORMATION**

It is not possible to combine health insurance fund discounts and the Customer Card discount!

In case a Customer Card is lost or stolen – in addition to reporting it by telephone – please report the event by fax or e-mail **as well** (HUNGUEST HOTELS Regular Customer Centre phone/fax: +36 1 481-9150, e-mail: [torzsvendegcentrum@hunguesthotels.hu](mailto:torzsvendegcentrum@hunguesthotels.hu)). The Regular Customer Centre guarantees that the card will be blocked within the next 48 hours.

The procedure for replacing or changing cards shall be the same as for applying for a card, and the fee is HUF 3,000 gross or EUR 12. If the card is replaced due to the above reasons, the points credited to the old card may be carried over to the new card.

HUNGUEST HOTELS Zrt. shall not be liable for any damage arising out of the loss, destruction or theft of Customer Cards.

Persons participating in the HUNGUEST HOTELS Customer Card programme shall accept and comply with the terms and conditions set out in the Business Terms and Conditions.

Persons participating in the HUNGUEST HOTELS Customer Card programme explicitly consent that HUNGUEST HOTELS Zrt. may handle their personal data provided to HUNGUEST HOTELS Zrt. in connection with their participation in the Customer Card programme at the time of applying for the Customer Card programme or at any time during participation, for the purpose of operating the Customer Card programme. Based on the consent given by the person concerned, HUNGUEST HOTELS Zrt. shall remain entitled to handle such personal data as long as the person concerned participates in the Customer Card programme. Persons participating in the Customer Card programme also explicitly consent that their personal data provided to HUNGUEST HOTELS Zrt. may be used for the purposes of HUNGUEST HOTELS Zrt.'s marketing activities as well as long as HUNGUEST HOTELS Zrt. is entitled to handle such data. Based on this consent, in particular but without limitation, HUNGUEST HOTELS Zrt. shall be entitled to send its offers and other information to the person concerned by mail or other despatch or messages.

Based on the consent given by participants in the Customer Card programme to the handling of personal data, HUNGUEST HOTELS Zrt. shall also be entitled to transmit such personal data to its contracted agents for the purpose of operating the Customer Card system, and this agent shall also be entitled to handle and use the personal data

provided by the person concerned to either HUNGUEST HOTELS Zrt. or directly to the agent for the purposes and duration specified in the consents granted above.

HUNGUEST HOTELS Zrt. and its agent may not transmit the personal data of the person concerned to any third parties, but this shall not exclude the possibility for HUNGUEST HOTELS Zrt. or its agent to use a data processor party.

If a person participating in the Customer Card programme revokes his consent given to the handling of his personal data – by an explicit written statement made to HUNGUEST HOTELS Zrt. – to an extent that makes it impossible to operate the Customer Card system in respect of that person, including the case when the person concerned withdraws his consent given to the transmission of his personal data to HUNGUEST HOTELS Zrt.'s agent, the statement made by that person to this effect shall be deemed to be a termination of his participation in the Customer Card programme. In this case, the person's rights associated with the Customer Card programme shall cease to exist, his customer card will be invalidated and his personal data will be deleted from the customer Card system after 6 months calculated from the date when HUNGUEST HOTELS Zrt. receives the statement.

HUNGUEST HOTELS Zrt. reserves the right to continuously review and possibly revise the Business Terms and Conditions.

HUNGUEST HOTELS Zrt. will communicate modifications to the Business Terms and Conditions to the parties concerned by publishing the modifications on its website accessible at [www.hunguesthotels.com](http://www.hunguesthotels.com) and [www.hunguesthotels.hu](http://www.hunguesthotels.hu). The modifications shall take effect on the date when the modified Business Terms and Conditions are published on the website. HUNGUEST Hotels Zrt. shall also make sure that the then currently effective version of Business Terms and Conditions is available at the reception desks of hotels included in the hotel chain.

Budapest, 15 March 2010

HUNGUEST HOTELS Zrt.