

## FOR THE 'LOTUS PRIVILEGE CARD' CUSTOMER LOYALTY PROGRAM

### 1. General description

1.1. These General Terms and Conditions (hereinafter referred to as "General Terms and Conditions" or "GTC") regulate the „Lotus Privilege Card” loyalty program (hereinafter referred to as "Program") operated by Hotel Garden Ltd.

1.2. Under the Program, loyalty card owners entitled for participation in the Program (hereinafter referred to as "Loyalty Card Owner") are allowed to earn points (hereinafter referred to as "Point(s)") at our partners who have joined the Program and are able to accept the card (hereinafter referred to as "Partners") according to their account turnover, or, depending on the current number of their Points on the Card, might use the Points they have earned to pay for the services of the Partners under the present General Terms and Conditions.

1.3. To participate in the program one shall register as set out in the conditions for joining the program.

1.4. These GTC, the Loyalty Card issued and the Points earned accordingly shall not affect or influence the prices of the products and services offered by the Hotel Garden Ltd., which are entitled to set or change unilaterally at any time without prior notice to the Card Owner.

### 2. Joining the Program, Application for a card

2.1. Any natural person not less than 18 years of age may join the program, except for the employees of Hotel Garden Ltd. The employees of Hotel Garden Ltd. are not entitled to join the program.

2.2. In order to join: one shall fill in a hard copy of the application form or apply online on the website: [www.lotustherme.net](http://www.lotustherme.net).

2.3. A precondition for the registration to the Program is at least 1 (one) (proved) overnight stay by the applicant at any of the contracted Partners of Hotel Garden Ltd. (Entitlement to participate in the program shall be granted by checking the name of the guest and comparing the dates given by the applicant and the ones provided by the given Partner.)

2.4. Each person may apply for and hold only one Card.

2.5. Hotel Garden Ltd. may refuse the application, if the applicant:

2.5.1. is unable to prove that he has stayed at least 1 overnight at any one of the Partners of Hotel Garden Ltd.

2.5.2. fails to complete the form fully, accurately or legibly, or

2.5.3. fails to sign the form, or

2.5.4. is not a natural person or is an employee of Hotel Garden Ltd.

2.5.5. if the Card is returned as undeliverable from the postal address provided, or

2.5.6. if the applicant's participation in the Program has been previously cancelled with immediate effect by Hotel Garden Ltd. due to breach of contract, abusive use or other infringement. According to the General Terms and Conditions specified herein, the following cases - particularly but not exclusively - constitute an act of misuse (hereinafter referred to as "Misuse"): should the Card Owner use the Card in a way other than those specified by the conditions herein or by the applicable regulations, should the Card be used by a person other than the Card Owner or should a third party initiate a transaction using the card.

2.6. All of the applications accepted shall be registered in the system of Hotel Garden Ltd., and Hotel Garden Ltd. shall verify and validate such applications in writing, posted to the applicant together with the plastic, personal, magnetic stripe Card within 45 (forty-five) days upon Hotel Garden Ltd.'s receipt of the application form.

2.7. Hotel Garden Ltd. shall be not held responsible for any delay regarding the validation of the applications that is not attributable to Hotel Garden Ltd. Delays in the upload of the application forms to the Hotel Garden Ltd. system shall not be attributed to Hotel Garden Ltd.

2.8. Hotel Garden Ltd. does not investigate the personal data submitted by the applicant at the registration, and does not assume any responsibility for this. The Card Owner shall inform Hotel Garden Ltd. immediately of any changes to the original data entered into the application form. Hotel Garden Ltd. do not assume any responsibility for damages arising from the Card Owner's failure to inform Hotel Garden Ltd. of changes to their personal data, and at the same time, they are entitled to claim compensation from the Card Owner for their damages arising from such failure.

2.9. The Card Owner shall be held solely responsible for keeping the use of the Card confidential and secure. The Card Owner shall not disclose such data to a third party. The Card Owner hereby undertakes to inform Hotel Garden Ltd. immediately if he/she becomes aware of the unauthorized use or misuse of his/her Card, Points Account or PIN code. Hotel Garden Ltd. shall not be held responsible for damages arising from the Owner's failure to keep the PIN code safe or the disclosure of the code to a third party.

### **3. Owning a Card, Points Account, Earning points and Point redemption**

3.1. Card Owners whose applications have been accepted will be provided with a personal, magnetic stripe card. (hereinafter referred to as Card or Magnetic Stripe Card).

3.2. The Magnetic Stripe Card serves the purpose of identification only, and it does not store any data or information other than the code necessary for that.

3.3. Following their identification with the help of the Card, the Card Owner may collect Points on the Card's unique points account (hereinafter referred to as Points Account) kept by Hotel Garden Ltd., so the Points are always transferred to the Points Account and deducted from there in accordance with the given transaction. If the card reader in question is able to connect to the central IT system when performing a transaction, the Card may be used for collecting Points and for the redemption of the Points already listed in the account in accordance with the provisions specified by the present GTC.

3.4. Only one Card shall be issued per account.

3.5. The appearances and the images of the Cards may vary, but this does not influence their functions specified herein.

3.6. Card Owners may earn Points with their Card for products and services purchased at the Partners participating in the program, which will be transferred to their account and can be used to cover the costs or part of the costs of their final invoices (except for tourist taxes) at our Partners later on.

3.7. The Owner shall present the Card physically in order to earn or redeem Points. Should the guest request a Card following the use of a Partner's services specified under Section 2.3, when paying the price of the given service, the Card Owner becomes entitled to earn Points as specified under Section 3.9.1 on the basis of the price paid for the service, entitling the Owner to apply for a Card by attaching the invoice issued by the Hotel Garden Ltd. to the completed application form.

3.8. The collection and redemption of the Points shall be governed by the points scale published on the website of Hotel Garden Ltd. ([www.lotustherme.net](http://www.lotustherme.net).) It is always the total of the invoice that shall be considered, calculated in Hungarian Forint (HUF). The conditions of granting and redeeming Points may vary and they may be amended - but not retroactively - at any time by Hotel Garden Ltd. The conditions of granting and redeeming Points valid for the certain Partner involved shall be published by Hotel Garden Ltd.'a website and/or displayed on his/her premises.

3.9. The Points shall be transferred to or deducted from (if the Owner chooses to redeem the Points) the account when paying for the products or services used under the rules specified below:

3.9.1. Provided that the booking made by the Card Owner meets the conditions specified under Section 3.10, the Hotel Garden Ltd. shall transfer the relevant amount of points to be earned by the Owner for the total gross price (shall the Card Owner cover part of his/her costs by the redemption of his/her Points, the total gross price of the invoice less the cost covered by the Owner's Points shall be considered) paid for the services the Owner has used in the Partner's hotel to the Owner's account, pursuant to the points scale specified under Section 3.8. Points shall be earned for the purchase of any products or services, regarding which the granting of Points is not considered illegal. Fractional Points shall not be earned and the rounding of Points shall be based on the mathematical rules of rounding, with 0.5 being rounded up. No Points shall be earned for the tourist tax paid.

3.9.2. The Card Owner is entitled to fully or partially cover the gross total of the invoice (except for the tourist tax) of the Partner's services he has used by the redemption of the Points of his Points Account pursuant to the points scale specified under Section 3.8. The Card Owner is entitled to use his Points immediately after they have been transferred to the Points Account, except for the use of Points earned on the basis of the service needed for the application for the Card, that might only be used once the Card Owner has received his/her Card, in accordance with the rules specified under Section 3.7.

3.10. Points shall be granted only for payments made in connection with direct booking with Hotel Garden Ltd., in other words, only if the Card Owner has made his/her booking in person via an e-mail, phone, fax or the Hotel Garden's website, or through Hotel Garden Ltd.'s booking system.

3.11. The collection and redemption of Points may take place only on the basis of the purchase of products and services of which the Card Owner is both the recipient and the buyer. The Cards of more than one Card Owners shall not be used simultaneously concerning one transaction or a single service.

3.12. Points earned in the framework of the Program shall under no circumstances be used for paying a booking deposit.

3.13. The Card Owner may not earn Points for amounts paid by Points for the products and services.

3.14. At the redemption of the Points the Card Owner may take advantage of not more than one other type of discount due to a certain club membership and/or method of payment.

3.15. Apart from the redemption of the Points used to fully or partially cover the gross total of the invoice (except for the tourist tax) of the Hotel Garden Ltd's and his Partner's services he/she has used, the Card Owner is entitled to make use of any other vouchers issued by the Hoteld Garden Ltd.

3.16. The Points earned in the framework of the Program may solely be redeemed to cover the costs - to fully or partially pay the price of the products or services used (except for the tourist tax). Points may never and under no circumstances be exchanged to cash, and the Card Owner is not entitled to claim cash payment in return of the Points or the redemption of the Points.

3.17. The Card Owner may select the method of payment used (available at the Partner) to pay the price of the purchase (services) less the amount covered by his Points.

3.18. Points may be transferred to or deducted from the Points Account only when paying for the products or services used at the Partner, by handing the Card over to the representative acting on behalf of the Partner. Due to security reasons it is not possible to grant or redeem Points retroactively or after having paid for services and having left the cashier's desk. The Card Owner shall check the number of Points transferred to his Points Account or the number of Points deducted from there immediately on the basis of the receipt he is given. Complaints regarding wrongfully transferred or deducted Points shall be made by the Card Owner on the premises, prior to leaving the cashier's desk. If the complaint is not handled adequately, the Card

Owner is entitled to lodge a complaint (mainly via e-mail) about this at the Hotel Garden Ltd.'s manager on duty. When receiving the card the cashiers of the Partners presume that the person handing over the Card is the real Owner of it eligible for the Card and the Points of the Points Account; they do not check the owner's identity.

3.19. Should a breakdown of the checkout systems or the POS terminals occur, neither the recording (collecting), nor the redemption of the Points may take place on the premises or retroactively later on, provided that the Partner has displayed this piece of information at a visible place, close to the cashier's desks.

3.20. Should the breakdown of the POS terminal or till, or the technical fault of the Card only interrupt the card transaction in progress, the Partner is to make out a so called Point Correction receipt about the interrupted process of the granting or the redemption of Points. This receipt shall be signed both by the representative of Hotel Garden Ltd. and the Card Owner, and a copy of it shall be given to the Card Owner. The Points listed on the Point Correction receipt will be transferred to the client's account or deducted from there within 14 (fourteen) days.

3.21. If the process of granting and/or redeeming Points temporarily differs from the prevailing conditions due to technical reasons, the Partner shall inform the Card Owners of this fact on a bill located at the cashier's desks. The Partners are entitled to deviate from the prevailing conditions of the process of granting and/or redeeming Points due to technical reasons. No claims shall be made against the Hotel Garden Ltd. because of such changes.

3.22. Should the transaction of granting or redeeming Points fail due to circumstances caused by the Card Owner, the Points cannot be transferred or redeemed retroactively later on. Such circumstances may include a damage to the Card or the magnetic stripe, the Card being blocked or suspended, or the Card Owner not having the Card with himself/herself.

3.23. Hotel Garden Ltd. registers all the transactions of granting or redeeming Points on the Accounts of the Card Owners. It is always the number of Points registered on the Points Account that shall be taken into account. The Card Owner is given a receipt regarding every Points transaction. However, if there is a difference between the number of Points on the receipt and the current account balance, it is the balance of the Points Account that shall be taken into account.

#### **4. Transferability of the Cards (Points Accounts) and the Points**

4.1. Points may be transferred from one Points Account to another (hereinafter referred to as Target Account); two (or more) Card Owners may decide to merge their Points together. The Card Owners may decide on the amount of Points they wish to transfer to each other's Account. The transfer of Points to another account can be initiated by calling our customer service (the Card Owner needs to identify him-/herself) or in writing, that shall be handed in together with a private document providing full evidence and the declaration of the Card Owner's will to have the Points transferred. The transaction is to be completed by Hotel Garden Ltd, and it shall be deemed effective once the Point(s) have been transferred to the Target Account, granting only Hotel Garden Ltd. the right to make decisions concerning the Points and the Owner of the

account the exclusive right to validly make decisions involving third parties regarding the use of Points within the limits specified herein. At the same time, all the previous owner's entitlements concerning the use of the Points already transferred to the Target Account shall cease. Hotel Garden Ltd. is not obliged to check the authenticity of the forms properly completed and shall not be held responsible for such actions, but should Hotel Garden Ltd. have any doubts concerning the statements initiating the transfer of Point(s) to another account, in its discretion it may refuse the transaction, and in such cases none of the Owners is entitled to make a claim against Hotel Garden Ltd.

4.2. In the event of death of the Card Owner, Hotel Garden Ltd. suspends the Card from 10.00 am of the banking business day following the day of the receipt of the notification delivered by the latest daily deadline for notifications up till the final decision of the probate proceedings. Hotel Garden Ltd. shall not be held responsible for any misuse caused by false notifications or false documents of such events. Following the notification, the Card shall be sent back to Hotel Garden Ltd. for retention. Hotel Garden Ltd. shall issue a certification of the Points Account balance of the deceased to the Card Owner's heirs for the probate proceedings. At the presentation of the grant of probate, Hotel Garden Ltd. shall block and destroy the Card of the deceased person for good. His/her Points Account shall be frozen and the Points of the account shall be transferred to the Points account of the heirs (if they have one) according to the provisions of the valid grant of probate. If the heir does not own a Card (or a Points Account) and does not wish to request one, he/she shall be considered to have refused the Points inherited and regarding those, he may not bring any claim against Hotel Garden Ltd. in the future.

4.3. Hotel Garden Ltd. is not to be held responsible for the settlement of claims arising from the transfer of Cards or Points, especially the sales thereof, their swapping for other products, them being given to a third party or a lien over them, having regard to the fact, that the Card and the Points embody personal entitlements - except for the transactions specified under Section 4.1 and cases of succession specified under Section 4.2.- therefore, they shall not be transferred.

## **5. The replacement of Cards and the issue of new Cards**

5.1. The loyalty Card is the sole property of Hotel Garden Ltd. The Card Owner shall send the Card to Hotel Garden Ltd via post, hand it over to the Customer Service at Hotel Garden Ltd. or destroy it once his/her participation in the Program ends.

Should one of the conditions listed below arise, the Magnetic Stripe Cards may be replaced by HOTEL GARDEN LTD. free of charge, at its own expense, once every two years at best. HOTEL GARDEN LTD. replaces the Card free of charge, if:

- the Card gets damaged under normal conditions of use;
- the personalisation of the Card is not correct;
- the personal data of the Card Owner printed on the Card should change;
- the delivery of the Card fails;

5.2. In the cases specified in Section 5.1 above, the Card Owner shall initiate the replacement of the Card by submitting his/her request for a new Card to Hotel Garden Ltd. mentioning the reasons for it, and shall hand over his/her damaged Card to be

exchanged in person (at the reception desk of one of the Partners) or send it to Hotel Garden Ltd. by post.

5.3. Hotel Garden Ltd. reserves the right to initiate the replacement of the Cards any time.

5.4. The Card may be replaced by Hotel Garden Ltd. for a fee, if

- the Card Owner loses the Card,
- the Card gets damaged due to the negligence of the Card Owner,
- the Card Owner is unable to present his/her original Card to Hotel Garden Ltd. (except for a failure of delivery by post)

In the cases specified above, it is the Card Owner who shall initiate the replacement of the Card by submitting his/her request for a new Card to Hotel Garden Ltd. mentioning the reasons for it, and if possible, by sending the original card to Hotel Garden Ltd..

5.5. The fee of the replacement of the Magnetic Stripe Card - as specified under Section 5.4 - is HUF 2000, which is to be deducted from the Card Owner's Points Account with the conversion rate being HUF 1 =1 Point. By accepting these GTC, the Card Owner explicitly agrees to the fee being deducted from their Account in case the Card is to be replaced as specified under Section 5.4. If the Card Owner does not have enough Points on his/her Account to cover the fee, the new Magnetic Stripe Card shall be prepared once the payment of HUF 2000 has been made to Hotel Garden Ltd. by cheque, bank transfer or by cash payment.

5.6. Hotel Garden Ltd. also reserves the right to decide upon the free replacement of the Card in the cases specified under Section 5.4.

5.7. Hotel Garden Ltd. shall replace the Card and post the new Card to the Owner within 20 (twenty) days upon the receipt of the request for replacement. In the case of Card replacement the Points from the previous Card will be transferred to the new Card up till the date of replacement, but with regard to the rules specified under Section 3.7, the Points granted for the purchases of products and services during the period of replacement cannot be transferred retroactively later.

5.8. Notifications and measures via phone, e-mail or post shall only be accepted by Hotel Garden Ltd., if the Card Owner can be unambiguously identified (by checking especially the name, address and date of birth of the person).

## **6. Blocking the Card**

6.1. Hotel Garden Ltd. blocks the Cards that have been lost, stolen or destroyed at 10.00 am on the banking business day following the day of the receipt of the Card Owner's notification by e-mail, phone or post (hereinafter referred to as Date of Blocking), provided that the phone call regarding the notification has been made by 4.30 pm at the latest (hereinafter referred to as the Latest Daily Deadline for

Notifications), or that the written notification can be proved to have been delivered to Hotel Garden Ltd. by the Latest Daily Deadline for Notifications; and at the same time, if required by the Card Owner, Hotel Garden Ltd. shall place the Owner's request for a new Card on record. As for notifications by post proved to be delivered or by phone calls made after the Latest Daily Deadline for Notifications on the given calendar day, the Card will be blocked at 10.00 on the second banking business day following the day of notification (receipt). In such cases the latter one shall be considered to be the Date of Blocking. The Card Owner may withdraw his/her request for blocking the Card or for replacing it up till 6.00 pm on the banking business day preceding the Date of Blocking by phone or in writing.

6.2. The Card Owner shall bear the risks and consequences of any possible misuse of the blocked Customer Loyalty Card up till the given date of blocking as specified under Section 6.1. Hotel Garden Ltd. shall bear the responsibility for any acts of misuse or damages following that date.

## **7. The suspension of the Card**

7.1. Should there be reasonable grounds for suspecting misuse concerning the Card or the related Points Account, Hotel Garden Ltd. is entitled to temporarily suspend any of the Cards or to freeze the Card and the related Points Account. Such misuse shall be investigated by Hotel Garden Ltd. within 15 (fifteen) days. It is either Hotel Garden Ltd. or a competent authority or court that launches the investigation to reveal a case of Misuse, during the investigation Hotel Garden Ltd. is entitled to forward any personal data or the data of transactions to the Partners, the competent authorities or courts. At the completion of the investigation or by the end of the deadline specified above at the latest, Hotel Garden Ltd. shall either finally block or unblock the Card and the Points Account depending on the outcome of the investigation.

7.2. If there is a case of proved or admitted misuse regarding the Card or the related Points Account Hotel Garden Ltd. is entitled to block the Card with immediate effect, and if the misuse has taken place due to the fault of the Card Owner, Hotel Garden Ltd. is entitled to refuse the Card Owner's request for the replacement of the Card as specified under Section 2.5.6.

## **8. The cancellation of the Points and the expiry of the Card (Points Account)**

8.1. Hotel Garden Ltd. is entitled to cancel the Points already transferred to the account, if they are proved to have been earned by the Card Owner unduly or due to an act of Misuse.

8.2. Hotel Garden Ltd. is entitled to withdraw the Points having been wrongly granted due to a technical or administrative error from the Card Owner's account retroactively, with prior written notice and an explanation, and shall also transfer the Points deducted for similar reasons to the Card Owner's account retroactively. Such rights and obligations of Hotel Garden Ltd. specified above shall lapse within 365 (three hundred and sixtyfive) days of the date the error was made.

8.3. Provided that no new transaction (including the earning and the redemption of Points, or the suspension of the Card as specified under Section 4.2) is registered on the Card Owner's account for a period of at least 365 (three hundred and sixtyfive) days, Hotel Garden Ltd. is entitled to cancel all the Points that have not been redeemed on the 365th (three hundred and sixtyfifth) day following the date of the last transaction



made. Such cancellation is performed automatically on the 365th (three hundred and sixtyfifth) day following the date of the last transaction made. By accepting these GTC, the Card Owner expressly acknowledges the possible cancellation of his/her Points in accordance with the specifications of the paragraph above, and accepts that Card Owners may not bring any claim against Hotel Garden Ltd. or its Partners regarding the cancellation of the Points specified herein, and that all of the Card Owners' entitlements related to the Points cease to exist once the Points are cancelled.

## **9. The protection of Card Owners' personal data**

9.1. By registering, Card Owners accept the Privacy Policy of Hotel Garden Ltd. which is to be found in full length on the website [lotustherme.net](http://lotustherme.net). Personal data shall be processed in accordance with the voluntary, informed consent of the Card Owners. Card Owners hereby expressly agree that their personal data disclosed to Hotel Garden Ltd. may be processed by Hotel Garden Ltd. The legal basis of data processing is the voluntary consent of the data subject pursuant to Section 5 (1) (a) of Act CXII of 2011 on Informational Self-Determination and Freedom of Information. The main purpose of data processing is to ensure the provision of services available in the framework of the loyalty Program. The list of personal data necessary for the use of such services is to be found on the Card Application Forms. Other issues of the processing of data shall be governed by the Privacy Policy of Hotel Garden Ltd.

9.2. Hotel Garden Ltd. (or its subcontractor) shall implement the highest safety measures in order to protect the Card Owner's data regarding his/her Points Account and the transaction history of the account in its own IT system, and access to data concerning the Points Account shall be granted to appointed Hotel Garden Ltd. co-workers only.

9.3. Card Owner expressly agrees to their transaction data being used by Hotel Garden Ltd. for the purposes of market research, customer behaviour analyses of the Card Owners and/or the optimization of products and offers provided, and in order to ensure the provision of the services of the Program, to display personalised web content and advertisements, to compile statistics and to develop the IT system.

9.4. By accepting these GTC the Card Owner explicitly agrees to receive special DM letters or e-mails from Hotel Garden Ltd. with respect to their behaviour as a consumer outlined by their current transaction data, sent to their address or e-mail address specified in the registration process.

9.5. Hotel Garden Ltd. hereby informs Card Owners that in order to perform the administrative tasks of the Program and to maintain the IT system behind it, CARDNET Kártyarendszerek és – szolgáltatások Zrt. (Seat: 1135 Budapest, Reitter Ferenc u. 46-48; Company Registration Number: 01-10-042150) also participates in the processing of the data of the Program, acting as a data processor.

## **10. Liabilities and Warranties**

10.1. Hotel Garden Ltd. shall be liable to the Card Owners for the security and the adequate protection of the data against unauthorised access, change, publication, deletion, damages and destruction. Hotel Garden Ltd. shall be held responsible for Cards blocked or accounts frozen in error only in cases of intentional irregularities or serious negligence.

10.2. Hotel Garden Ltd shall be held responsible for the misuse of Cards or the damages caused by the Card being lost, stolen, destroyed or damaged, except for cases when such damages are due to the intentional or seriously negligent behaviour of Hotel Garden Ltd. (or the co-workers or subcontractors thereof).

10.3. Concerning other issues, the liability of Hotel Garden Ltd. for damages shall be limited to HUF 1 for each of the Points on the Card Owner's account on the day the liability was created, provided that such limitations are enabled by the relevant regulations. The limitation of the liability of Hotel Garden Ltd. for damages arising out of the breach of contract is based on Section 314 (2) of the Civil Code, or should the regulation number change, on the regulation replacing this one, and shall be considered valid with respect to the fact, that the opportunity offered by the Program is free of charge, and basically, with regard to the relevant provisions, it provides Card Owners with a realizable financial benefit (but not in cash).

10.4. Hotel Garden Ltd. shall be held responsible for the levies to be paid by or transferred to the Card Owners, unless a regulation provides the opposite.

10.5. Hotel Garden Ltd. provides a warranty on its Magnetic Stripe Cards issued by it covering the same areas and having the same warranty period as the prevailing warranty provided by the supplier of the Card. Malfunctioning cards are to be replaced by Hotel Garden Ltd. free of charge in accordance with the provisions specified under Section 5.1.

## **11. Complaint Management and Information**

11.1. Should the Card Owner have any complaints or questions regarding the Program, the Card Owner shall contact the Customer Service of Hotel Garden Ltd. in writing via the form available on the website [www.lotustherme.net](http://www.lotustherme.net) or via e-mail at [info@lotustherme.net](mailto:info@lotustherme.net) in Hungarian, English or German or via Post at 8380 Hévíz, Lotuszvirág u.1. Hotel Garden Ltd. shall send the Card Owner a written confirmation thereof to his/her address provided and investigate the case as soon as possible within not more than 30 days.

## **12. Termination of the contractual relationship between the Card Owner and Hotel Garden Ltd.**

12.1. The contractual relationship between the Card Owner and Hotel Garden Ltd. under the present GTC may be terminated:

12.1.1. by HOTEL GARDEN LTD. with immediate effect;

12.1.2. by the Card Owner with immediate effect;

12.1.3. with the termination of the program;

12.1.4. with the termination of the Program with immediate effect in the event of force majeure.

12.2. Should the Card Owner provide Hotel Garden Ltd. or the Partners with false data for reasons attributable to him/her, should he/she misuse the Card or commit serious breach of the provisions of the present GTC and admit such a conduct, or should such conduct be completely proven otherwise, Hotel Garden Ltd. is entitled to terminate

Card Owner's participation in the Program with immediate effect, to cancel and block his/her Card and freeze the Points Account at the same time. Furthermore, should the Card Owner jeopardize the operation of the program, the objectives thereof and the legitimate interests of other participants (Card Owners, Partners of Hotel Garden Ltd.), or should he/she place such participants in a disadvantaged position due to his behaviour or statements, and should (s)he not cease such behaviour upon the written warning of Hotel Garden Ltd., Hotel Garden Ltd. is entitled to terminate Card Owner's participation in the Program with immediate effect, to cancel and block his/her Card and freeze the Points Account at the same time. Card Owner may not make any claim or demand against Hotel Garden Ltd. regarding the termination of their participation in the program with immediate effect specified herein.

12.3. In the cases specified above, Hotel Garden Ltd. and its Partners shall be definitively exempt from their obligation to redeem the Points of the Card Owner being on the account at the time of the termination of his/her participation, furthermore, they may request compensation for all of their damages due to or in relation to the unauthorized granting or redemption of Points, or other cases of the Card Owner's breach of contract.

12.4. Card Owner is entitled to terminate his/her participation in the program upon written notice, with immediate effect. The termination of the participation shall come into force upon its receipt by the Customer Service of Hotel Garden Ltd. specified by Section 11.1, and Hotel Garden Ltd. shall take measures to block the Card in question - according to the provisions specified by Section 6.1 above - and to delete the personal data of the Card Owner completely on the very same day. Card Owner shall destroy or return his/her Card to Hotel Garden Ltd. within 30 (thirty) days upon the date the written statement regarding the termination was sent to Hotel Garden Ltd.

12.5. Hotel Garden Ltd. is entitled and obliged to block the Card and freeze the related Points Account on the day the contractual relationship between the Card Owner and Hotel Garden Ltd. is terminated. On the day of the termination of the contractual relationship between the Card Owner and Hotel Garden Ltd., all the Points not yet redeemed shall be cancelled, and by the cancellation of the Points (freezing of the Points Account) the Card Owners' entitlements related to the Points cease to exist. Card Owners may not bring any claim or demand (especially a claim for cash payment) against Hotel Garden Ltd. or its Partners regarding the cases specified above.

### **13. Amendment to and the termination of the Program**

13.1. Having regard to the fact that in the framework of the Program Hotel Garden Ltd. and its Partners provide Card Owners with benefits free of charge, Hotel Garden Ltd. is entitled to unilaterally alter the characteristics, the set of conditions (i.e. the present GTC), however, such alteration may not take place retroactively. Unless otherwise stated by the present General Terms and Conditions, Hotel Garden Ltd. shall publish the notification of the amendment on its website at [lotustherme.net](http://lotustherme.net). Beside this, such notification of the amendments may be (i) displayed on the premises of Hotel Garden Ltd. and/or published on his websites (ii) and/or published in the newsletter sent to the clients by Hotel Garden Ltd. (either via e-mail and/or by post). Such amendments shall come into force within a reasonable time, but on 15th (fifteenth) day following their publication on the website of Hotel Garden Ltd. at the earliest, except for the amendments. Hotel Garden Ltd. shall clearly inform the Card Owners according to the provisions of this Section about the effective date of the amendments to the GTC. A

notice for termination communicated after the amendments to the GTC have come into force shall be governed by the amended provisions (Section 12.4). Card Owners leaving the program due to the amendments made may not bring any claim against Hotel Garden Ltd. (apart from the redemption of their Points by the date the termination comes into force).

13.2. Hotel Garden Ltd. may terminate the program at any time upon 90 (ninety) days' prior written notice to the Card Owners. Hotel Garden Ltd. shall publish the notification of the termination of the program on its website at [lotustherme.net](http://lotustherme.net). Beside this, such notification of the termination of the program may be (i) displayed on the premises of the Partners of Hotel Garden Ltd. and/or published on their websites (ii) and/or published in the newsletter sent to the clients by Hotel Garden Ltd. (either via e-mail and/or by post). The granting of Points shall be ceased on the day following the publication of the notification on the website of Hotel Garden Ltd. and in the period up to the end of the program Points are to be redeemed only. The Points not redeemed by the end of the Program will be cancelled definitely, Points Accounts will be frozen and by the cancellation of the Points all the entitlements related to the Points cease to exist. Card Owners may not bring any claim or demand (especially a claim for cash payment) against Hotel Garden Ltd. or its Partners regarding the cases specified above.

13.3. In the event of force majeure, the Program shall be terminated without notice and with immediate effect the moment the notification of it is published on the website of Hotel Garden Ltd. at [lotustherme.net](http://lotustherme.net). Afterwards, no Points will be granted and it will not be possible for the Card Owners to redeem their Points either. The Points not redeemed by the end of the program will be cancelled finally, Points Accounts will be frozen and by the cancellation of the Points all the entitlements related to the Points cease to exist. Card Owners may not bring any claim or demand (especially a claim for cash payment) against Hotel Garden Ltd. regarding the cases specified above.

13.3.1. An event of force majeure means a natural disaster, an intrusion into the IT system, fundamental changes regarding the social, economic or political environment, or other actions beyond the scope of Hotel Garden Ltd. endangering, hindering or preventing the provision of the services of the Program or the participating Partners.

13.3.2. In an event of force majeure Hotel Garden Ltd. shall do everything in its power to provide Card Owners with adequate information regarding the situation, but due to the nature of force majeure events, Hotel Garden Ltd. nor its Partners shall be held responsible for the absence or the shortcomings of information.

## **14. Fees**

14.1. The Card Owner's registration to and participation in the Program is free of charge, and for the Card Owner no obligation to enter into contracts with the Partners of Hotel Garden Ltd. for the purchase of certain products or certain services shall arise thereof. The methods and due date of payment - if applicable - of the other services of Hotel Garden Ltd. shall be published together with the appropriate amendments made to the present GTC, in accordance with the provisions specified under Section 13.1.

## **15. Other Provisions**

15.1. Unless otherwise specified by law, levies in connection with the granting and redemption of loyalty Points (taxes, contributions, duties, authority fees, etc.) shall be

paid by the Card Owners. The same shall apply if, according to any regulation, it is primarily Hotel Garden Ltd., who is liable for the payment of the levy, allowing to pass it on to the Card Owner.

15.2. Card Owners shall be primarily informed about other issues of the Program affecting them on the website of Hotel Garden Ltd. or via the notifications displayed on the premises of Hotel Garden Ltd. on his websites.

15.3. Hotel Garden Ltd. always sends the Card and all documents and notifications to the Cardholder to their address for notification (until notification of its change, given on the card request form or on the webpage of Hotel Garden Kft. at registration) last known by Hotel Garden Kft. The Cardholder has to inform Hotel Garden Kft. without delay about any change in address or any personal details given on the Card Request Form. Hotel Garden Kft. is not responsible for any damage due to obsolete, changed data.

15.4. Cardholders have to send their written notifications to the following address

Hotel Garden Ltd.

mailing address: 1 Lótuszvirág Street, Hévíz, 8360

E-mail address: [info@lotustherme.net](mailto:info@lotustherme.net)

15.5. Unless otherwise provided in the present General Terms and Conditions, deadlines given in days shall mean calendar days, and periods given in months shall mean calendar months. Unless it arises differently from the present General Terms and Conditions or from the context, communication via e-mail constitutes as written communication between the Parties.

15.6. The Programme and the present General Terms and Conditions are subject to Hungarian Law.

15.7. The present General Terms and Conditions is prepared in English, Russian and German languages. In case of any nonconformity, the Hungarian version is the applicable one.