



Terms & Conditions - Leonardo AdvantageCLUB

Status 11 June 2019

1. General

The Leonardo AdvantageCLUB loyalty program membership and its benefits are offered by Sunflower Management GmbH & Co. KG, Landsberger Allee 117A, 10407 Berlin and is administered on its behalf by the appropriate Leonardo Hotels chain (“Leonardo Hotels”). The goal is to enable members (“Members”) of the Leonardo AdvantageCLUB to receive benefits described below after enrolling for free for this program and staying at Leonardo Hotels participating in the program. Hotels currently participating in the program include all the hotels presented on the website www.leonardo-hotels.com, except Leonardo Hotel & Residenz Leipzig, SENTIDO Cypria Bay by Leonardo, Leonardo Laura Beach & Splash Resort, Leonardo Plaza Cypria Maris Beach Hotel & Spa, The Midland, Jury’s Inn Hotels, Apollo Hotels. Further hotels may be added or deleted at the sole discretion of Leonardo Hotels.

2. AdvantageCLUB Membership

2.1 Eligibility for Membership

The membership in the Leonardo AdvantageCLUB is available to each individual person. Companies or other entities may not register for a Leonardo AdvantageCLUB account. You may only register in the Leonardo AdvantageCLUB if you are at least 18 years of age or major according to your local law and can enter into binding contracts (the program is not available to minors). A legal claim for participation in the Leonardo AdvantageCLUB does not exist. Leonardo Hotels’ employees are not entitled to join the program.

Your membership or any Leonardo AdvantageCLUB points or benefits may not be transferred to any other person.

2.2 Registration for Membership

The registration for the personal member account is free of charge and has to be done online by filling out the application form within the Leonardo AdvantageCLUB section on

the Leonardo Hotels homepage www.leonardo-hotels.com or within the online booking process in terms of an automatic registration if requested. Furthermore, members can apply for registration with the registration forms within the hotel. Members must have a valid e-mail address in order to sign up for the program.

It is not possible for different members to register with the same email address. When registering, all required fields must be answered truthfully and in full.

After submitting the form at the hotel, the Member will receive an invitation e-mail, sent to the address used for registration on the form. The invitation e-mail contains a link the prospective member has to click to start its membership and set a password. Without confirming your registration by clicking on the provided link, the membership will not be activated. If registering online, a confirmation of your membership is not required.

After your membership has been activated, an identification number for your membership account (“**Member ID**”) will be created. This Member ID entitles the member to collect points in all participating hotels immediately. A physical membership card will not be issued.

The member must not disclose his or her password to any other party. The Member is responsible for all operations on, and from, his or her account.

The personal member account is only valid for any future stays of the member.

2.3 Member Account

Your AdvantageCLUB member account can be accessed via the Leonardo Hotel website. Members are requested to keep their personal information up to date. Any changes to e-mail or postal addresses, member name or any other relevant membership information must be made by the member directly in the “My Profile” section within the Leonardo AdvantageCLUB account. The Leonardo Hotels exclude their liability for any wrong personal data which the member entered in his account.

Persons who have changed their names are obliged to substantiate it with the official documents.

Online access to the member account may be interrupted for reasonable periods of time for the purposes of maintenance or improvements to the website.

2.4 Termination of Membership

Leonardo Hotels reserves the right to cancel any Leonardo AdvantageCLUB membership and revoke any and all unredeemed points collected by any member for good cause. Cause for cancellation includes, but is not limited to:

- a. violation of these Terms and Conditions
- b. misrepresentation of any information or any misuse of this Program
- c. violation of any national, state or local law or regulation in connection with the use of membership privileges

- d. failure to pay for hotel charges
- e. a cheque to a participating hotel brand that is returned for insufficient funds or is invalid for any reason
- f. commission of fraud or abuse involving any portion of this Program
- g. physical, verbal, or written abuse of a specific hotel or Leonardo Hotels as a chain or
- h. action, in any other way, to the detriment of the Program or any of its alliances.

Leonardo Hotels reserves also the right to prohibit you from participating in the program in the future.

At any time, a member may decide to cancel the participation in the Leonardo AdvantageCLUB via “My Account” in their personal member account.

Membership cancellation implies complete and total withdrawal from the program, thus permanently ending the existing relationship between Leonardo AdvantageCLUB and the member. This withdrawal causes all data pertaining to the member to be deleted from the Leonardo AdvantageCLUB database, along with all AdvantageCLUB points remaining in the account at the time of cancellation. Reward points collected for partner programs expire according to the terms and conditions of the relevant partner program

3. Earning AdvantageCLUB Points

3.1 Conditions for AdvantageCLUB Points

You may earn AdvantageCLUB points for stays in participating hotels beginning with the date of your enrollment in the Leonardo AdvantageCLUB. Points may not be transferred to another member and do not have any cash value. Points can only be collected, if the member personally stayed at the hotel, the invoice was on the name of the guest and has been settled. Therefore, no points will be rewarded for stays of guests other than the member, regardless of who made the reservation and paid for it.

To qualify for earning points, Members may book directly at the hotel or via telephone, e-mail, or fax. Members have to identify themselves as AdvantageCLUB members during the booking process. Furthermore, travel agencies using a GDS connected to the Leonardo Hotels reservation center will also allow a member to collect points.

In order to collect points and enjoy AdvantageCLUB benefits during the stay guests have to announce their AdvantageCLUB membership and their Member ID at the check-in.

AdvantageCLUB points will be rewarded to the member’s personal account within 3 weeks after check-out. Points for past stays can be retroactively rewarded up to 365 days after check-out with regards to the requested conditions and to the membership during the stay.

Any special points or welcome points credited on the member account during promotional activities will be considered as pending until the first qualifying stay booked at any participating hotel is checked-out.

3.2 Participating Hotels

Hotels operating under the following hotel brands participate in the Leonardo Advantage-CLUB (with some exceptions as specified below): Leonardo Hotels, Leonardo Boutique Hotels, Leonardo Royal Hotels, Herods Hotels, U Hotels and NYX Hotels.

All the hotels presented on the website www.leonardo-hotels.com participate in Leonardo AdvantageCLUB, with the following exceptions.

Excepted hotels:

- Leonardo Hotel & Residenz Leipzig
- SENTIDO Cypria Bay by Leonardo
- Leonardo Laura Beach & Splash Resort
- Leonardo Plaza Cypria Maris Beach Hotel & Spa
- The Midland
- Jurys Inn Hotels
- Apollo Hotels

If a hotel leaves the Leonardo Hotels network, or ceases to be a participating hotel, after a reservation has been made but before the actual stay, the member does not earn any points and benefits at the hotel. In addition, special offers relating to the Advantage Club membership are no longer valid after the date at which the hotel leaves the Leonardo Hotels network or ceases its participation in the Leonardo AdvantageCLUB, even if the reservation was made before that date.

3.3 Reservation sources and rates

All public rates qualify for the award of AdvantageCLUB points and benefits. The following room rates are excluded from this program: room rates for business or leisure group reservations, room rates for crew, employees' rates, tour operator rates, travel agents rates and room rates for complimentary stays, unless decided otherwise. Points will be awarded for stays and qualifying room rates only booked through the Leonardo Hotels homepage, Leonardo Hotels central reservation offices or directly at the hotel via telephone, e-mail, fax, or at the front desk.

3.4 Points calculation

A point is a unit value, generated according to an established conversion schedule of monetary expenses by a member in a participating Leonardo Hotel. Every Euro (€) spent on your room reservation is worth one point. For different currencies than Euros, points are based on the defined exchange rates: 1 € = 1.40 CHF (1 CHF = 0.71 points); 1 € = 1,35

\$ (1 \$ = 0.74 points); 1 € = £ 0,71 (£ 1 = 1,41 points); 1 € = 4,26 zł (1 zł = 0,23 points); 1 € = 25,62 CZK (1 CZK = 0,039 points), 1 € = 320,72 HUF (1 HUF = 0,0031 points).

A stay is defined as one night or consecutive nights at the same hotel, regardless of frequency of check-in/check-out. In case of one reservation consisting of several rooms members only collect points for the first chosen room. In case of several reservations made in the name of the member for the same dates, points will be awarded only for the room the member personally stayed in.

Points can be collected for the booked room, but not for any additional services used at the hotel (minibar, parking, telephone, etc.) In addition, points will also be rewarded for breakfast, if the member originally booked the room rate including this meal plan. In case breakfast is added to the initial reservation later, points are rewarded only for the room.

Only a whole number of points can be granted. If the exchange rate application used for converting Euros into points results in a number of points with a decimal value, the number of 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.

Reservations paid by points are not eligible to further point collection.

3.5 Points validity

Points remain valid for 18 months following the last check-out date. If the member does not stay at any of the participating hotels with an eligible or redeemed reservation during this 18-month period, all points accumulated in a member account will be lost without notice and without the possibility of restoring or converting them.

3.6 Reservation cancellation and no-show

In case of a reservation cancellation or no-show the member will not earn any points for the reservation, even if the late cancellation or no-show fees are paid.

3.7 Claims

If the member notices that points have not been properly credited to the member account after a minimum waiting period of 3 weeks, he or she may request that the balance is adjusted within a period of 365 days following a stay at a participating hotel (based on the check-out date). For this, the member has to contact the affected hotel and must prove details of the claim and submit a copy of the invoice from the hotel in question. In order for the member to be entitled to earn points, the invoice corresponding to the claim must imperatively be in (or include) the name of the Leonardo AdvantageCLUB member.

4. Redeem AdvantageCLUB Points

4.1 Conditions

Whenever the number of points in the member's account reaches a certain level of points (as indicated by the balance shown on the account statement), the member may convert these points into free stays in participating Leonardo Hotels. AdvantageCLUB members cannot use their points to pay for any additional services used at the hotel, such as mini-bar, parking, or telephone. In addition, points cannot be used to pay for breakfast, if it was not booked as a part of the original reservation. Furthermore, points cannot be used for redeeming them for another person.

The level of points required for a certain stay is indicated in the reservation process following the "Redeem Points" button. Follow the reservation steps within the "Redeem Points" part and check how many points are required for your preferred stay. To redeem points is only possible online on the Leonardo Hotels homepage www.leonardo-hotels.com with reservations in advance. Payment with points is not possible for reservations already booked at a normal price.

The required amount of points for a reservation is based on a defined point exchange ratio. Point values, as well as the defined point exchange ratios for any hotel or destination, may change at any time. Points have no value until presented for redemption by the member.

Redeeming points is not possible in countries where prohibited by law.

4.2 Rewarded Rooms

Except for the meal plan Bed & Breakfast, if selected during booking process, rewarded rooms do not include food and beverages, gratuities or incidentals, other than the member benefits, mentioned in the "AdvantageCLUB" section of the Leonardo Hotels website www.leonardo-hotels.com. Any additional charges are to be paid directly to the hotel prior to check-out. Transportation costs to and from the hotel are not included.

4.3 Rewarded reservation cancellation

Members who cancel their rewarded reservation will have their points used for that reservation redeposited into the member's account. Not cancelled rewarded reservations by the cancellation deadline and reservation with no-show will be charged with the required points which will not be refunded.

4.4 Participating Hotels

Participating hotels may be added or deleted from any brand or destination category while this offer lasts.

5. Partner Programs Miles&More und Deutsche Bahn BahnBonus

Leonardo Hotels participates in the bonus programs Miles & More and Deutsche Bahn BahnBonus. Instead of earning AdvantageCLUB points, a Member may choose to collect reward points under the Miles & More or Deutsche Bahn BahnBonus programs. You may activate your choice in your membership account. Leonardo Hotels' terms and conditions for Miles&More und Deutsche Bahn BahnBonus as well as the partners' terms and conditions for Miles & More and BahnBonus apply.

A simultaneous crediting of miles or points collected under partner programs and AdvantageCLUB points is excluded; at the choice of the member, either miles, BahnBonus points or AdvantageCLUB points are credited once for each stay.

6. AdvantageCLUB special rate

To book a stay with the AdvantageCLUB special rate (10% off) it is necessary to log in or sign up to Leonardo AdvantageCLUB and book directly on the Leonardo Hotels official website. When booking directly at the hotel or through our reservation departments the membership has to be indicated by the member upon the time of the booking. The AdvantageCLUB special rate cannot be combined with other special rates or promotions and it is valid for bookings made after 14.01.2016. Points will be collected according to the total price booked.

The special rate of 10 % cannot be combined with other special rates and promotions.

Leonardo Hotels may cancel or modify the offer of the AdvantageCLUB special rate at any time.

7. Further Member benefits

Members benefit by advantages that are communicated on the Leonardo Hotels website if the reservation was made directly on the Leonardo Hotels website, by phone with the reservation department of Leonardo Hotels as well as Fattal Hotels or directly at the hotel. For reservations done via external channels, members do not have any right to receive the communicated benefits of the Leonardo AdvantageCLUB.

8. Communication

Members can access all information related to their membership in their Leonardo AdvantageCLUB account, including the current points balance. Any Leonardo AdvantageCLUB member who has joined the Program accepts to receive electronic communications from the program relating to its membership (e.g. points status e-mails).

9. Newsletter

If the member no longer wishes to receive commercial communications per e-mail, he or she can unsubscribe from these e-mails by clicking on the unsubscribe link at the end of these e-mails

10. Cancellation of Leonardo AdvantageCLUB Program

Leonardo Hotels reserves the right to restrict, suspend, discontinue or cancel the Leonardo AdvantageCLUB or to replace it by another bonus program upon 60 days' written notice to all active members. In that event, your right to receive points for hotel stays may end 60 days after the notification and the right to redeem points may end 90 days after the notification. Points for all members not presented for redemption on or before such redemption end date cannot be redeemed afterwards.

11. Miscellaneous

11.1 Changes in Terms & Conditions

Leonardo Hotels reserves the right to change, limit, modify or cancel the Leonardo AdvantageCLUB Terms and Conditions (incl. the number of points issued for a reservation), regulations, benefits, conditions of participation, rewards or part at any time, even though changes may affect the value of points or rewards already accumulated.

11.2 Jurisdiction

The general terms and conditions of the program are subject to German law, regardless of the mandatory protective provisions that may apply in the country of residence of the consumer.

In case of any discrepancy between the German and English version of the general terms and conditions the English one is determinative.

11.3 Data privacy

By the registration to the Leonardo AdvantageCLUB members accept and explicitly authorize that your personal information supplied by you in the registration form (i) shall be processed by Leonardo Hotels, in its capacity of data controller, by its subsidiaries or affiliates as required for the execution of the AdvantageCLUB membership program, as well as in the context of making reservations and sending regular information about AdvantageCLUB, and (ii) may be transferred worldwide to third parties to process your personal data on our behalf or where required by applicable law or in the event of a company reorganization, merger or acquisition, for use of such information for its (their) administration of membership records, guest service, advertising, marketing and communication purposes.

The member may withdraw its consent via the contact information provided below at any time. Withdrawal from this agreement automatically terminates the AdvantageCLUB membership.

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Landsberger Allee 117A
10407 Berlin
Tel.: +49 (0)30 688 322 0
E-Mail: dataprotection@leonardo-hotels.com

For further information on how we process your data, please see the Leonardo Advantage-CLUB membership: Data privacy notice.

11.4 Assignment

The rights and obligations of Leonardo Hotels under the Leonardo AdvantageCLUB may be assigned or transferred by Leonardo Hotels to any other entity at any time, and performance thereafter shall be the responsibility of that entity.
