

# GENERAL TERMS AND CONDITIONS FOR THE ShuumME LOYALTY PROGRAMME

## 1. GENERAL PROVISIONS

- 1.1. These General Terms and Conditions lay down the rules of participation in the Loyalty Programme called “ShuumME” of the Shuum Boutique Wellness Hotel in Kolobrzeg, hereinafter called “the Programme”.
- 1.2. The Organiser of the Programme is Shuum Hotel Agnieszka Trafas whose registered office is at ul. Kościuszki 17, Kolobrzeg, having NIP (Tax ID Number) 6711416749, REGON (National Business Registry Number) 330958443, hereinafter also called “the hotel” or “the Hotel Shuum”.

## 2. CONDITIONS FOR JOINING THE PROGRAMME

- 2.1. The Loyalty Programme is open to individuals aged 18 or more featuring full legal capacity, regardless of whether they personally pay for the services provided by Shuum Hotel Agnieszka Trafas, or whether these services are paid for by others.
- 2.2. To participate in the Programme, the Programme participant is obliged to provide his/her personal data indicated in the Loyalty Programme application form as obligatory.
- 2.3. Joining the Programme is conditional upon making a booking directly with the Hotel, i.e. via the Shuum Hotel website, by e-mail, by phone or in person at the Hotel reception.
- 2.4. The Programme is not open to group stays from travel agencies and stays made through booking/sales portals (e.g. Booking.com, HRS, Expedia, or Holidaycheck, etc.).
- 2.5. Employees of the Programme Organiser may not participate in the Programme.
- 2.6. Exercising the rights arising from the fact of participation in the Programme is conditional upon having no outstanding payments to the Programme Organiser.
- 2.7. The benefits of participation in the Programme can be combined with other promotions offered by the Shuum Hotel, unless a particular promotion explicitly does not provide for such possibility.

## 3. JOINING THE PROGRAMME

- 3.1. Participation in the Programme is conditional upon submission of a declaration and simultaneous consent to the processing of one’s personal data for the purposes of this Loyalty Programme, including the processing of personal data, consent to be contacted by e-mail, telephone, and to receive marketing and commercial offers.
- 3.2. Joining the Programme is voluntary and free of charge. A participant may opt out of the Programme at any time. If such a situation occurs, all benefits collected so far are forfeited on the day of opting out.
- 3.3. During the Programme, its participants will receive information about promotions, special offers, and other events organised by the Shuum Hotel. The above information will be sent via e-mail, SMS or by phone.
- 3.4. To become a member of the Programme and have access to its benefits, you must sign up for the Programme via the hotel’s website: <https://shuumhotel.pl/en/bookings>, before making a booking.

## 4. HOW DOES THE PROGRAMME WORK

- 4.1. The Loyalty Program assumes the award of points: for joining the program, for making a reservation yourself through the hotel's website and for shopping made in the hotel. These points are saved on the participant's account, in the "My Account" tab, at <https://shuumhotel.pl/en/bookings>.
- 4.2. 100 points are awarded once for joining the Loyalty Programme.
- 4.3. Additional 25 points are earned for each booking made via <https://shuumhotel.pl/pl/rezerwacje> by yourself.
- 4.4. For every 1 Polish zloty (PLN) spent on hotel or gastronomic services, or in the wellness&spa area, a participant earns points, saved in the participant’s account.
- 4.5. Points earned are awarded on the following basis:
- 4.6. 2% of each PLN 100 spent in the HOTEL area represents the number of points the participant earns, e.g.: 2% of PLN 100 = 2 points = PLN 2;
- 4.7. 4% of each PLN 100 spent in the GASTRONOMY area represents the number of points the participant earns, e.g.: 4% of PLN 100 = 4 points = PLN 4;
- 4.8. 8% of each PLN 100 spent in the WELLNESS&SPA area represents the number of points the participant earns, e.g.: 8% of PLN 100 = 8 points = PLN 8.

- 4.9. Points accrue on the day after the end of the stay and are valid from the next stay until the end of the next calendar year following the date of their earning.
- 4.10. The points earned can only be used to settle the accommodation service at the Shuum Hotel, on your next stay.
- 4.11. The Loyalty Programme offers two thresholds for participation based on the limit of points earned:
  - a. THRESHOLD 1 – “FRIEND” STATUS – the participant acquires FRIEND status automatically after signing up from the Programme, where he/she earns points.
  - b. THRESHOLD 2 – “VIP” STATUS – the participant acquires VIP status after exceeding the limit of 15,000.00 PLN spent on hotel services. Thanks to this, he/she acquires a discount of 10% on all hotel services.
- 4.12. The participant earns points for the amount spent in each of the three above-mentioned Hotel areas, i.e. hotel/accommodation area, gastronomy area, spa&wellnes area, while he/she can only use the points for the hotel service, i.e. overnight stay.
- 4.13. The participant himself/herself decides whether he/she will use the earned funds to reduce the amount for the next upcoming booking – in which case the earned points are used up in full, or whether he/she continues to earn points on his/her account with the intention of using them in the future, of which he/she will inform the receptionist when paying the bill.
- 4.14. Financial settlements and updating the status of the Programme participant are made only through the reception of the Shuum Hotel. The participant will see in his/her Programme account the number of points earned on the day following the day of check-out.

## 5. PROCESSING OF PERSONAL DATA

- 5.1. Personal data of Programme participants will be processed in accordance with the provisions of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation, hereinafter “the GDPR”) (OJ EU L 119 p.1) and the Personal Data Protection Act of 10 May 2018.
- 5.2. The Administrator of personal data of the participant is the Shuum Hotel Agnieszka Trafas, whose registered address is at ul. Tadeusza Kościuszki 17, 78-100 Kołobrzeg, NIP 6711416749. The Administrator gives the following contact address: [iod@shuumhotel.pl](mailto:iod@shuumhotel.pl).
- 5.3. Personal data of the participant is processed subject to an agreement for participation in the Loyalty Programme concluded by and between the Hotel and the participant, which consists of accepting consents on his/her guest account at <https://shuumhotel.pl/en/bookings>. Personal data of the participant is processed for the purpose of:
  - a) related to running the Programme and exercising rights and obligations under this Programme – until the termination of the Programme, with the proviso that the data may also be processed after the termination of the Programme, but only if this is permitted or required under applicable law, e.g., processing for statistical or billing purposes, and until the statute of limitations for claims under agreement(s) or claims related to the processing of personal data,
  - b) fulfilling the Organiser’s legal obligations under EU or Polish law (e.g. to the Tax Office) – until the expiration of data retention obligations under the law,
  - c) providing electronic services and sending commercial information – based on the Law of Consent,
  - d) direct marketing of products or services, including establishing contacts, presenting offers, conducting measurements, and analysis.
- 5.4. Data for marketing purposes, processed on the basis of consent, will be processed until it is withdrawn, however, withdrawal of consent is equivalent to opting out of the Programme. In the case of processing based on a legitimate purpose, data will be processed until an objection is raised.
- 5.5. In addition, the law may require the Organiser to process personal data, for example, for accounting and tax purposes.
- 5.6. The requirement to provide personal data listed in the Loyalty Programme joining form is voluntary, but the provision of data marked with “\*” is necessary in order to join and be part of the Programme. Failure to provide this data will prevent you from joining the Programme. Providing a phone number or e-mail address is necessary in order to receive commercial information by e-mail or to send offers for direct marketing. Lack of this data will prevent the participant from being provided with information about promotions and other information regarding his/her booking.
- 5.7. Personal data of the participant may also be processed for the purpose of satisfaction surveys in connection with the services provided by the Hotel. The legal basis for processing personal data for this purpose is the legitimate interest of the Hotel (Article 6(1)(f) of the GDPR). The Hotel has assessed the impact of the actions taken for this purpose on the Participant’s privacy.
- 5.8. The Programme participant has the right to request access to personal data, rectify it, erase it or restrict its processing, as well as the right to data portability.
- 5.9. Furthermore, the Programme participant has the right to object to processing necessary for the purposes of legitimate interests pursued by the Organiser.
- 5.10. The participant has the right to object to the processing of his/her data for direct marketing purposes.
- 5.11. Consents granted by the participant may be withdrawn at any time, and this will not affect the lawfulness of processing based on consent before its withdrawal.
- 5.12. Moreover, the participant has the right to lodge a complaint to a supervisory authority.
- 5.13. The participant should immediately inform the Organiser about the change of his/her personal data.

- 5.14. The Administrator endeavours to provide all means of physical, technical and organisational protection of personal data against accidental or intentional destruction, accidental loss, alteration, unauthorised disclosure, use or access, in accordance with all applicable laws.

## 6. FINAL PROVISIONS

- 6.1. In matters not regulated by these General Terms and Conditions, the Programme Organiser is the deciding party.
- 6.2. The Programme Organiser has the right to revoke part or all of the Programme user's privileges or cancel membership if:
- the Programme user violates the provisions of these General Terms and Conditions,
  - the Programme user fails to comply with the generally accepted rules of the hotel stay, in accordance with good manners, or with the requests of the hotel staff, or violates the provisions of the Hotel Regulations in force at the hotel,
  - the data provided by the Programme user in the declaration turns out to be false.
- 6.3. The Organiser reserves the right to change the provisions of the General Terms and Conditions without giving any reason. This will not affect the already acquired rights of participation in the Programme.
- 6.4. The Programme Organiser reserves the right to terminate the Programme, subject to a three-month termination period.
- 6.5. Any matters not covered by these General Terms and Conditions are governed by the provisions of the Civil Code.
- 6.6. The parties to the Programme agree to strive to resolve any disputes that may arise in connection with the implementation of the Programme through negotiations.
- 6.7. The current General Terms and Conditions can be found at <https://shuumhotel.pl/en>
- 6.8. These General Terms and Conditions are effective as of 01/07/2023.