

LES AMIS PROGRAMME

MEMBERSHIP TERMS AND CONDITIONS

RECITALS

These membership terms and conditions (the "**Terms**") relating to the Les Amis Programme are issued by Relais & Châteaux Entreprise, a simplified joint-stock company (*société par actions simplifiée*) with capital of 1,024,515 Euros, registered with the Paris Trade and Companies Register under number B 402 003 404, whose registered office is at 58-60 rue de Prony in Paris 75017 (intra-Community VAT number: FR 09 402 003 404 00025) ("**Relais & Châteaux**"). Relais & Châteaux operates as a travel agent and complies with regulations applicable to its business. Relais & Châteaux is registered on the French register of travel operators under number IM075110112 with Atout France – 79-81, rue de Clichy – 75009 Paris. It holds a guarantee from APST – 15 avenue Carnot, 75017 Paris Cedex, France and is insured by HISCOX – 12 quai des Queyries CS 41177 33072 Bordeaux. Relais & Châteaux may be contacted by phone on +33 (0)1 76 49 39 39 (cost of a local call) and by email: info@relaischateaux.com.

ARTICLE 1. PRESENTATION OF THE LES AMIS PROGRAMME

With over 580 subscriber hotels, located across five continents, Relais & Châteaux embraces and promotes the values of Art of Living and wishes to offer guests the very best way of discovering the world.

With this aim, Relais & Châteaux has set up the Les Amis programme (the "**Les Amis Programme**"), which is designed to offer certain guests, who are very attached to the Relais & Châteaux values (the "**Members**"), dedicated benefits, surprises, specific attentions and services tailored to their expectations during their experience in a Relais & Châteaux property taking part in the Les Amis Programme (the list of Relais & Châteaux properties can be viewed at <https://www.relaischateaux.com/fr/site-map/etablisements>) (the "**Properties**").

ARTICLE 2. APPLICATION OF THE TERMS

These Terms form all of the provisions applicable between the Member and Relais & Châteaux in respect of the agreement resulting from the Member's registration for the Les Amis Programme.

Membership in the Les Amis Programme implies prior and unconditional acceptance of these Terms and, if the Member does not yet have a standard account on the Relais & Châteaux website, of the terms and conditions of subscription to the standard account which can be found [here](#).

ARTICLE 3. MEMBERSHIP POLICY

Membership in the Les Amis Programme is only open to natural persons aged 18 years and over and having legal capacity. Legal persons (companies, organisations, etc.) may not join the Les Amis Programme.

Any one person may only request one membership and a Member may only have one account in their name.

Membership is obtained by invitation by one of the Relais & Châteaux Properties (the "**Sponsor**") where it considers, according to its own criteria and assessment, that the person in question embraces the values of the Relais & Châteaux Group.

The invited person will receive an email from their Sponsor asking them to activate their Les Amis account online, within three weeks of receiving the invitation.

Membership is granted free of charge via the link provided in the aforementioned email. Except

in specific cases, no membership can be processed by phone, mail, email or directly at the Properties. No membership can be accepted if the invited person does not have an email address.

To join, the Member must accept these Terms and, if they do not yet hold a standard account, they must also accept the terms and conditions of subscription to the standard account which can be found [here](#) and will be asked to create a personal account on the www.relaischateaux.com website.

For this purpose, they will be required to provide the data needed to create their account: first name, last name and email address, and possibly to fill in sections with other personal data such as their favourite activities and favourite stays, unless they are already a subscriber to the Guest Recognition Programme, in which case, they will simply need to indicate their subscriber identifiers to log in, i.e. their email address and password.

The Member warrants that all the information provided at the time of registering is true, exact and up to date.

Relais & Châteaux reserves the right to deny membership to any person not meeting the required conditions to take part in Les Amis Programme. Relais & Châteaux also reserves the right to ask the Member for proof of their identity and to deny membership if they fail to provide such proof.

After accepting the Terms of the Les Amis Programme, the Member will receive a confirmation email containing their Les Amis Member number.

ARTICLE 4. DURATION OF LES AMIS PROGRAMME MEMBERSHIP

The Member joins the Les Amis Programme for a period of five (5) years after receiving confirmation of their registration for the programme.

Thereafter, Relais & Châteaux or the Sponsor will notify the Member that they may renew their membership to the Programme for an additional period or that it has come to an end.

In the event that membership in the Les Amis Programme is not renewed, the Member shall not be entitled to any compensation whatsoever.

A Member may also terminate their membership in the Les Amis Programme, at any time, either via their account or by writing to lesamis@relaischateaux.com.

Once the Member no longer benefits from the Les Amis Programme, they shall continue to enjoy use of their account, which shall be automatically converted into a subscriber account to the Guest Recognition Programme, the terms and conditions of use of which can be accessed [here](#), unless the Member expressly asks not to benefit from this Programme. The Member may then enjoy a standard guest account, the terms and conditions of which can be found [here](#). This will give them access to a part of their booking history and their favourites and allow them to manage subscriptions to newsletters. This account is automatically closed after three years of inactivity by the holder.

Relais & Châteaux may also terminate the Member's membership if the Les Amis Programme is terminated. In this case, the Member will be informed of the termination of the Les Amis Programme by email, no less than 30 days before the effective termination date thereof. The Member shall not be entitled to any compensation for such termination.

Relais & Châteaux reserves the right to terminate a Member's membership in the Les Amis Programme by operation of law and with immediate effect if the Member does not comply with these Terms or commits any actions or omissions that Relais & Châteaux can reasonably regard as inappropriate (such as making improper, inept, insulting, racist, discriminatory or threatening remarks in a Relais & Châteaux Property or to a member of the Relais & Châteaux personnel) and/or which could be detrimental to the reputation of Relais & Châteaux or the Les Amis Programme. Membership may also be terminated by operation of law following a request by the Sponsor and/or two written requests from Properties. In this case, Relais & Châteaux will send the Member an email to inform them of this termination. The Member shall not be entitled to any

compensation for such termination.

ARTICLE 5. MEMBER BENEFITS AS PART OF THE LES AMIS PROGRAMME AND TERMS OF USE

The Les Amis Programme enables Relais & Châteaux and the Properties to share information obtained from the Member, so that they can offer the Member a service tailored to their needs and expectations. This service can take several forms: bespoke hospitality according to their accommodation preferences and reasons for the stay, culinary suggestions adapted to the Member's tastes, etc.

Therefore, each Property welcoming the Member will have access to their information for the time required to prepare and manage bookings, i.e. up to one month at the most before the start of the stay and one month after the end of the stay in or visit to the Property, in order to be fully aware of their preferences and provide an optimal welcome. This information is accessible on a tool common to all the Properties allowing them to share information provided by guests who have registered for the programme, according to restrictive access rules.

Relais & Châteaux may also, either occasionally or on a regular basis, invite the Member to or suggest to the Member, via customised newsletters, events dedicated to Members or open to subscribers of the Customer Recognition Programme, as well as special offers, tailored to their preferences whenever possible.

However, the Les Amis Programme shall not impose upon Relais & Châteaux and/or the Properties any specific obligations or the requirement to take the Member's preferences and constraints into account, nor shall it oblige the Properties and Relais & Châteaux to share the Member's information.

In this regard, Relais & Châteaux draws the Member's attention to the fact that the disclosure of information concerning them within the framework of the Les Amis Programme does not exempt them from providing such information directly to the Property in which they may stay or enjoy a service, particularly if such information is important for their health or safety (allergy, intolerance, anonymity, etc.). Accordingly, Relais & Châteaux and the Properties shall not, under any circumstances, be held liable for any harm caused by any failure to take into account any information provided by the Member within the framework of the Les Amis Programme.

In addition to the benefits described above, the Member may also receive special attentions, dedicated benefits or surprises, at the sole discretion of the Properties taking part in the Les Amis Programme, in the Properties in which they stay.

No undertaking can be made concerning the granting or, as applicable, the type of benefits granted, as they depend on the place, circumstances, season, availabilities and the Property.

To be recognised by the Properties as a Member of the Les Amis Programme, the Member must provide their Member number (i) at the time of booking and (ii) upon arriving at the Property. The benefits can only be granted if the booking is made by the Member via:

- the Relais & Châteaux Concierge service by phone,
- the www.relaischateaux.com website, by logging in to their Les Amis account,
- the Relais & Châteaux Property directly by phone or on its website, provided the Member expressly indicates that they are a Les Amis Programme Member,
- physical travel agencies, provided the Member expressly indicates that they are a Les Amis Programme Member.

No benefit can be offered to the Member in the following cases:

- if the booking is made via a different booking channel to those listed above;
- when booking events or special offers suggested by Relais & Châteaux;
- when booking special offers valid in a Property and sold by a tour operator, or a physical or online travel agency (booking.com, Expedia, etc.) or any other third party.

The Properties may ask the Member to provide proof of identity (passport or driver's licence with photo) and refuse to provide the Member with the benefits if they fail to do so.

ARTICLE 6. MEMBER'S COMMITMENTS

The Member warrants that no information provided when creating or updating their account infringes any third-party rights or is contrary to the law, public order or good morals.

The Member undertakes not to steal the identity of any other person or entity, not to falsify or conceal their identity or age or create any false identity whatsoever.

They undertake not to disseminate any third-party personal data or information, such as names, postal addresses, phone numbers, email addresses or bank card numbers.

The Member shall inform Relais & Châteaux of any change to the information provided on their account. If any change is not notified, Relais & Châteaux shall not, under any circumstances, be liable for any harmful consequences for the Member.

The Member is exclusively responsible for their login and password and their Member number which they must therefore keep confidential. The login, password and Member number are personal and, therefore, the Member shall not disclose them to any third party or use those of another Member. The Member undertakes to notify Relais & Châteaux immediately by writing to lesamis@relaischateaux.com if they suspect any unauthorised use of their login and password and/or their Member number.

As the Member's account may not be transferred in whole or in part by the Member, either free of charge or for a fee, the Member undertakes not to assign to any third party the rights and obligations arising under these Terms.

The Member acknowledges that the Relais & Châteaux names, trademarks, logos and designs featured, in particular, on the Les Amis Programme media, are the exclusive property of the Relais & Châteaux group. They therefore undertake not to use them in any way without the express permission of Relais & Châteaux.

In the event of any breach by the Member of their commitments, Relais & Châteaux reserves the right to take any appropriate measure to bring an end to the acts in question. It shall particularly be entitled to suspend, withdraw and/or block their access to their Les Amis account and to immediately terminate the Member's membership.

If Relais & Châteaux suspects any theft of the Member's identity, the latter shall provide Relais & Châteaux with proof of identity, on request. Pending confirmation of the Member's identity, Relais & Châteaux reserves the right to suspend and/or block access to the account.

ARTICLE 7. DATA PROTECTION

Relais & Châteaux draws the Member's attention to the fact that personal data concerning them, but also concerning third parties (the persons with whom they visit the Properties), are collected within the framework of the Les Amis Programme on the www.relaischateaux.com website and/or when they visit the Properties (personal and family identification and contact data, tastes, preferences and habits concerning stays, history of bookings made and orders placed with Relais & Châteaux and/or its Properties (such as Relais & Châteaux Gift Offers, enrolment for events, etc.), amounts of related bookings, information about their private and working life, guest opinion after the stay (whichever medium such opinion is left on), comments posted by Properties concerning guest preferences after the stay). These data undergo computer processing carried out jointly by the Properties and by Relais & Châteaux.

The Member shall ensure that all the information they provide to Relais & Châteaux and to the Properties is true, accurate and up-to-date. When the Member gives them access to information concerning third parties, the Member also agrees:

- to only grant access to information that is strictly necessary to carry out the Les Amis Programme,
- to ensure that such persons have been informed thereof and have not objected, or, where consent is requested, to ensure that they have obtained such consent, and
- to provide them with a copy of this information clause, in which the use of the term “**Data Subjects**” applies both to the Member and to the third party in question.

Who may access Data Subjects' data?

Data concerning Data Subjects are intended for use by Relais & Châteaux and, for the sole purpose of preparing and managing bookings made with them, by Association Relais & Châteaux (sole shareholder of Relais & Châteaux), whose registered office is at 58/60 rue de Prony, 75017 Paris, and its subsidiaries, as well as the Properties they visit (the list of which can be found [here](#)), to enable these Data Subjects to enjoy the services provided as part of the Les Amis Programme and particularly a bespoke welcome by the Properties.

Depending on the destination chosen by the Member, some Properties (the list of which can be found [here](#)) may be located outside Europe, in countries recognised by the European authorities as providing an adequate level of personal data protection, but also in countries that do not have such recognition. For the purpose of this Les Amis Programme membership agreement, but also for the booking made with the Property, personal data transfers outside Europe are required and are therefore lawful. However, to ensure an even higher level of protection of Data Subjects' privacy, each Property located outside Europe in a country not having the abovementioned recognition has signed with Relais & Châteaux the standard contractual clauses introduced by the European Commission, to govern their relations and ensure a high level of personal data protection.

Relais & Châteaux is also required to use the services of technical service providers ("data processors" within the meaning of the Regulation) particularly in the area of computer processing, and therefore to grant them access to certain personal data but only for the purpose of carrying out their assignment, under conditions strictly defined by contract.

What are these data used for?

When certain personal data are essential to perform the Les Amis Programme membership agreement and/or a booking agreement with a Property, or to meet a statutory or regulatory obligation, Relais & Châteaux or the Property will inform the Data Subject thereof at the time of collecting the data.

Where possible (particularly on digital media), Data Subjects will also be informed of the intended uses of their data at the time of collection. Data may indeed be used for different purposes depending on the situation:

- For the purpose of taking the pre-contractual measures requested by the Member following an invitation received from a Property, and of performing the agreements arising from the Member's membership in the Les Amis Programme binding them to Relais & Châteaux and the Member's booking of services with Properties (validation of the Les Amis Programme membership, granting of the relevant benefits, particularly customising hospitality in Properties, managing any complaints, etc.);
- Within the limits of Data Subjects' interests and rights, to meet the legitimate business needs of Relais & Châteaux and the Properties, including to provide the benefits relating to their membership in the Les Amis Programme. Such needs include:
 - Subject to objection by Data Subjects, guest retention, which particularly involves gaining better knowledge of the persons visiting the Properties, and sending commercial messages or news about Relais & Châteaux and its Properties in which the Member has made bookings, and about their products, services and offers;
 - Subject to objection by Data Subjects, assessing and improving the services of Relais & Châteaux and the Properties (including, but not limited to, managing opinions of products, services or contents, conducting satisfaction surveys, studies and tests, measuring the efficiency of marketing actions, etc.);

- Subject to objection by Data Subjects, developing business statistics in order to analyse and steer the business of the Relais & Châteaux group and the Properties;
- Managing any litigation that may arise in connection with the Les Amis Programme.
- To meet the legal, accounting and tax obligations of Relais & Châteaux and the Properties (including to process Data Subjects' requests to exercise their rights in respect of their data).

Data Subjects' Rights

Each Data Subject has a right of access to their data. They may also ask for any incorrect data to be rectified. If their personal situation so warrants or even without providing justification where their data are used for marketing purposes, they may object to any use of their data when such use is based exclusively on the legitimate business interests of Relais & Châteaux or the Properties. In the cases and within the limits stipulated by regulations, they may ask for certain data to be deleted where they are no longer necessary, or restrict the use thereof. They may also request the portability of data they have provided based on their consent, on the Les Amis Programme membership agreement or a booking agreement with a Property, with a view to their transfer to a third party, and define directives for the post-mortem processing of their data.

These rights can be exercised by writing to Relais & Châteaux, which centralises requests, at the address dpo@relaischateaux.com and by enclosing, where necessary, any document proving the identity of the requesting person and the validity of the request. Unless it is prevented from doing so for a legitimate reason in accordance with regulations, Relais & Châteaux will make every effort to comply with the request as soon as possible, and at the latest within the time-limits stipulated by regulations.

The Member is also informed that they may register for inclusion on the [Bloctel](#) list of persons objecting to direct marketing.

Personal data storage

Data Subjects' data will be stored by Relais & Châteaux for no longer than is necessary to meet the following purposes, particularly for the following periods:

Management of pre-contractual requests	3 years after the end of membership in the Les Amis Programme
Performance and management of the Les Amis Programme	3 years after the end of membership in the Les Amis Programme
Guest retention	3 years after the end of membership in the Les Amis Programme
Assessment and improvement of Relais & Châteaux and the Properties' services	3 years after the last activity or stay in the Property in question.
Development of business statistics	3 years after the end of membership in the Les Amis Programme

At the end of these periods, the data will, where necessary, be stored with restricted access for a period not exceeding the legal limitation periods or applicable archiving obligations, or for the duration of proceedings in the event of litigation. Once these periods have expired, the data will be destroyed.

Data Subjects' personal data will only be accessible to the Properties for the time required to prepare and manage bookings, i.e. up to one month at the most before the start of the stay and one month after the guest's departure.

Contacting the Data Protection Officer

For further information or for any difficulty concerning the use of Data Subjects' personal data,

they may contact the Relais & Châteaux Data Protection Officer (DPO) at the following address: dpo@relaischateaux.com.

If a difficulty cannot be resolved, the Member may refer the matter to the competent supervisory authority (the *Commission nationale de l'informatique et des libertés* in France).

ARTICLE 8. LIABILITY

Relais & Châteaux shall take all necessary measures to guarantee the smooth running of the Les Amis Programme, the Member's access to their account, and the security and confidentiality of the data exchanged. However, Relais & Châteaux shall not be held liable for any theft, destruction or unauthorised disclosure of data caused by any unauthorised access to the Member's account.

Relais & Châteaux and/or the Sponsor may not, under any circumstances, be held liable by the Member for the decision to renew or not to renew their membership in the Les Amis Programme, or for the manner in which the Properties may use the Les Amis Programme, and particularly for the benefits that may or may not be granted to them in this context. In any event, Relais & Châteaux shall not be held liable for any loss sustained in connection with a benefit provided by a Property.

The Member shall compensate Relais & Châteaux for any damage, cost or loss (including loss of profits) caused by a breach of these Terms.

ARTICLE 9. FORCE MAJEURE

None of the parties (including the Properties) shall be held liable for any failure to fulfil any contractual obligation where such failure is caused by the occurrence of a force majeure event. Force majeure events shall include, in addition to those ordinarily recognised by the case law of French courts, problems caused by disruptions or interruptions in the supply or operation of telecommunications means provided by third-party operators of networks or servers to which the network(s) used for the Les Amis Programme is/are connected, any inadequate transfer caused by telecommunications networks and internet, intranet and extranet networks, natural events (lightning, fire, flooding, earthquakes, etc.), acts of war, riots, attacks, and labour disputes affecting service providers or suppliers of Relais & Châteaux and the Properties.

The occurrence of a force majeure event shall relieve the debtor of the obligations affected by such an event but only of such obligations, which shall be suspended by operation of law until the effects of the force majeure event have ceased. All the other contractual obligations shall continue to be performed in accordance with the Terms.

ARTICLE 10. RIGHT OF WITHDRAWAL

The Member is entitled to withdraw their membership without justifying their decision within a period of fourteen days. The withdrawal period expires 14 days after the date of receipt of the email confirming the opening of the Member's account.

To exercise the right of withdrawal, the Member must notify Relais & Châteaux Entreprise – Service Marketing, 58-60 rue de Prony, 75017 Paris, lesamis@relaischateaux.com, +33 (0)1 45 72 90 00, of their decision to withdraw their membership by making an unambiguous statement (i.e. by sending a letter or an email). The Member may use the withdrawal form template appended to these Terms but this is not mandatory.

In order to comply with the withdrawal period, the Member should simply send their notification concerning the exercise of their right of withdrawal before the expiry of the withdrawal period.

If the Member uses this possibility, Relais & Châteaux will send them an acknowledgement of receipt of the withdrawal on a durable medium (by email).

If the Member withdraws, their Member account will be closed. However, they may retain the

guest account they held before joining the Les Amis Programme, i.e. either a standard account, or an account as subscriber to the Guest Recognition Programme.

As no payment will be made by the Member to Relais & Châteaux within the framework of the Les Amis Programme, Relais & Châteaux will not refund any sum of money to the Member in the event of withdrawal.

The Member acknowledges and expressly agrees by accepting these Terms that Relais & Châteaux and the Properties will begin to provide the services under the Les Amis Programme before the expiry of the aforementioned withdrawal period.

In any event, the Member is reminded that they are also entitled to terminate their membership at any time in accordance with the provisions of Article 4 of these Terms.

ARTICLE 11. CONFIDENTIALITY

These Terms are strictly confidential. Therefore, the Member or any person receiving them undertakes not to disseminate or disclose them to any third parties.

ARTICLE 12. MODIFICATION OF THE TERMS

Relais & Châteaux reserves the right to unilaterally modify these Terms. Relais & Châteaux shall inform the Member thereof by letter or email, no less than one month before the effective date of the modifications, unless the modification is due to a regulatory provision applying with immediate effect.

The Member may refuse the proposed modifications and must, in this case, notify their refusal and the termination hereof by email prior to the effective date of the proposed modifications, by writing to lesamis@relaischateaux.com.

In the absence of any written refusal by the Member within this period, the Member shall be deemed to have accepted the modifications. After the effective date of the modifications, the Parties' relationship will then be governed by the new version of the Terms.

It is therefore important for the Member to regularly consult their emails and to read the Terms accessible online at <https://static.relaischateaux.com/data/misc/guest2019/cgu-lesamis-en.pdf> at all times.

ARTICLE 13. AGREEMENT ON EVIDENCE

In the context of their relations, the Member and Relais & Châteaux recognise the validity and probative force of letters sent by post, emails, text messages, electronic signatures and the scanned documents exchanged between them within the framework hereof.

ARTICLE 14. COMPLAINTS

Any complaint by the Member in connection with the Les Amis Programme must first be presented in writing to lesamis@relaischateaux.com.

ARTICLE 15. MEDIATION

Failing an amicable settlement with Relais & Châteaux, the Member may use the consumer mediation service used by Relais & Châteaux, i.e. the MEDICYS mediation service.

Mediation is an amicable dispute resolution process that is free of charge, confidential and short, and which each party is free to accept and stop at any time. The consumer mediator is an independent person tasked with suggesting a solution to the dispute between the trader and the consumer by giving an opinion which each party is free to accept or refuse.

The Member may contact MEDICYS by email at contact@medicys.fr or by writing to: Médicys - 73 Boulevard de Clichy - 75009 Paris.

Furthermore, pursuant to Article 14 of Regulation (EU) no. 524/2013, the European Commission has set up an Online Dispute Resolution platform to facilitate independent extrajudicial resolution of online disputes between consumers and traders in the European Union. This platform is accessible at the following link: <https://webgate.ec.europa.eu/odr/>

ARTICLE 16. GOVERNING LAW AND JURISDICTION

Except where a public policy statute applies (which shall only apply within the strict limits of its purpose), it is expressly stipulated that these Terms are governed by the laws of France and that the courts in Paris shall have jurisdiction to hear any dispute arising between the Member and Relais & Châteaux in connection with the Les Amis Programme.

ARTICLE 17. GENERAL PROVISIONS

Should any clause of these Terms be held to be invalid or unenforceable, the validity and enforceability of the other provisions of these Terms shall not be affected. In this case, the clause considered invalid or unlawful shall be modified by the court to which its validity is referred and construed so as to give it effect in a manner as similar as possible to the invalid or unlawful provision, to the extent permitted by law.

Unless otherwise notified, no delay in exercising and no failure by Relais & Châteaux to exercise its rights under these Terms shall be deemed a waiver of such rights.

Relais & Châteaux reserves the right to transfer the Les Amis Programme to another entity in its group, provided that such transfer is not liable to entail a reduction in the Member's rights. In this case, it shall inform the Member thereof by email no less than 30 days prior to the transfer.

If these Terms are translated into any other languages and in the event of a discrepancy between the French version and the translations, the French version shall prevail.

APPENDIX: WITHDRAWAL FORM TEMPLATE

(Please complete and return this form only if you wish to withdraw from the agreement.)

For the attention of Relais & Châteaux Entreprise – Service Marketing - 58/60 rue de Prony – 75017 Paris, lesamis@relaischateaux.com:

I/we (*) hereby notify you of my/our (*) withdrawal from the membership agreement made online on:

Name of consumer(s):

Address of consumer(s):

Signature(s) (only where this form is sent on paper):

Date:

() Delete as appropriate.*