

CONDITIONS OF PARTICIPATION IN MY BLUEBAY

1. Introduction

1.1. BlueBay Hotels with tax identification number A07990450 and registered office at BLUEBAY HOTELS - Pol. Ind. Son Castelló. Gran vía Asima, 6 izq. - 07009 Palma de Mallorca – Balearic Islands (hereinafter, “My BlueBay BB”), offers its users the possibility to participate in the BlueBay Hotels hotel chain (hereinafter “BB”) loyalty and benefits programme through which its members will enjoy excellent prices at BB hotels and also have a differential experience in their booking.

1.2. This document regulates the conditions of participation in the programme (hereinafter, the “Conditions of Participation”) and details the process for obtaining and redeeming benefits by My BlueBay registered users (hereinafter, the “Member” or “Members”), with the particularities applicable to each type of operation, which are available on the website www.bluebayresorts.com (the “Website”).

1.3. By completing the My BlueBay BB registration form, the member agrees to having read, understood and agreed to the content of the Conditions of Participation and to be bound by them for the duration of their membership. The registration form is available on the BlueBay Hotels website, and through any other medium that BB may make available for this purpose.

1.4. The Member may book at the hotels of the BB chain that are participating in the promotion (the “Hotels”) subject to availability, and for the services and rates available at any given time, the current and updated terms and conditions of which are available on the Website.

2. Registration in the programme

2.1. My BlueBay membership is open to natural persons of full legal age and legal entities.

2.2. Registration in the programme is free of charge.

2.3. Registration in the programme and the corresponding application for opening a My BlueBay account (hereinafter referred to as the “Account” or the “Account”) shall be processed by duly completing the form through the channels mentioned in clause 1.3).

2.4. During registration, the Member will have to provide My BlueBay with the following personal data: (i) full name; (ii) country; (iii) contact email address; (iv) password; and date of birth (v). It is also possible that throughout the course of your relationship with My BlueBay and contracting services through the platform it may be necessary for the Member to provide other personal data that may be requested at any time.

2.5. The Member guarantees My BlueBay that the personal data provided is accurate, truthful, and up to date. To do so, the Member may change their profile data at any time.

2.6. Each member may only have one account. The account is personal and non-transferable and will identify the member with their details and level. The member authorizes that, for security reasons and in order to avoid fraudulent actions, the BB Customer Service Centre may request documentation (e.g., a copy of a national identity

document) or information strictly necessary to verify the real identity of the member by telephone or email. This information will be kept in accordance with the security measures established by the applicable personal data protection regulations.

2.7. In the event of bookings made through an Account held by a legal entity, the benefits will be awarded to the Account holder, regardless of the natural person who has actually enjoyed staying at the hotel. My BlueBay shall in no event be liable for the relationship between the legal entity holding the Account and the natural person who enjoys the corresponding overnight stay.

2.8. The benefits that may be associated with the different levels of membership of the programme as defined in section 4 below are linked to the completion and enjoyment of the overnight stays that the member has accumulated during a period of 12 months from the date of enrolment in the programme.

3. Personal area

3.1. Once the user has registered as a Member of the programme, they will have access to their private area (the "Personal Area"), provided that they correctly identify themselves as such by entering their login details.

3.2. By accessing their Personal Area, the Member will be able to, among other things: consult their reservation, view their current My BlueBay level and benefits, and modify their profile data.

3.3. My BlueBay is in no way responsible for improper access by a third party to the Personal Area, nor for any fraudulent use of the Member's account.

4. My BlueBay membership levels

4.1. There are three levels of membership based on the number of hotel nights booked and the cost of bookings made and enjoyed during a period of 12 months from the date the member joins the programme or upgrades to a higher level.

4.2. Each level has its own set of benefits associated with My BlueBay membership, which will be available at all times on the Website. Only hotel nights booked through direct BB channels will be counted: through the Website or the BB Customer Service Centre. Bookings made by third parties (e.g., tour operators, travel agencies, online hotel booking portals, negotiated rates, employee rates, group, event or convention rates, crews) will not count.

My BlueBay will award the following levels based on the following criteria:

MY BLUEBAY YELLOW

. This is the most basic level. Customers can access this level by registering on the hotel website

. Once registered, they will remain at this level until they reach more than 7 nights per year and spend 900 euros per stay.

Benefits:

- 5% direct discount on bookings
- Best price guaranteed
- Free Wifi
- Early Check in and late check out (subject to availability)
- Birthday greeting

*These are general benefits that may vary depending on the type of hotel or unavailability.

MY BLUEBAY PINK

. This is the intermediate level. Customers are eligible if they have (booked through own channels) between 8 and 14 nights per year (booked through own channels) or spent between 901 and 1800 euros.

Benefits:

- 8% direct discount
- Best price guaranteed
- Early Check in and late check out
- Birthday greeting
- 15% discount on food and beverages (paid restaurants)
- 10% discount on DayPass
- 10% discount on SPA
- Free Wi-Fi
- Welcome pack

*These are general benefits that may vary depending on the type of hotel or unavailability.

MY BLUEBAY BLACK

This is the highest level. Customers qualify if they have (booked through own channels) more than 14 nights per year (booked through own channels) or spent between 901 and 1800 euros per stay.

Benefits:

- 10% direct discount
- Best price guaranteed
- Early Check in and late check out
- Birthday greeting
- 20% discount on food and beverages (paid restaurants)
- 20% discount on DayPass
- 20% discount on SPA and SPA treatments
- Free Wi-Fi

- Room upgrade
- Upgrade amenities
- Special welcome pack

***These are general benefits that may vary depending on the type of hotel or unavailability.**

4.3. In all the above cases, the Member shall have a period of twelve (12) months from the date of obtaining the relevant category to fulfil the above conditions of that category or twelve (12) months from the date of registering in the Programme. In the event that any of the above requirements for the category in which they are placed are not met within the above period, they shall be passed to the next lower level, and so on.

4.4. Notwithstanding the above, BB may create special membership levels based on commercial criteria or agreements with individuals, companies, associations and/or groups.

4.5. The number of nights that will be taken into consideration to access one level or another of those specified above will correspond to the sum of the nights and the cost of those stays made by the member that have been enjoyed and paid for.

4.6 In the event that a booking is made for two rooms occupied by two different members, the holder of the booking will accumulate the nights and the My BlueBay benefits.

4.7 The Member can accumulate nights, and My BlueBay benefits from a maximum of two rooms per booking on the same dates and at the same hotel. In this case, the room occupied by the Member is the one that can benefit from the advantages of their My BlueBay level.

4.8. If the Member reaches or exceeds the number of overnight stays in a hotel with My BlueBay indicated for the corresponding level, the Member will automatically be upgraded, regardless of whether the 12 months have not yet elapsed. In this event, the twelve (12) month period that BB will take into consideration in determining the upgrade or downgrade of a Loyalty Programme Member will start to count again from the day when the Member was upgraded.

4.9. The change from one level to another will be made automatically by BB.

4.10. Changes of membership level shall not result in a restarting to count the relevant overnight stays for the purposes of the membership level.

4.11. BB may periodically modify the parameters associated with each level of membership (e.g., number of overnight stays required to belong to one or another level, computable months, etc.).

4.12. Without prejudice to the right of My BlueBay to expel a member who makes fraudulent registrations or bookings, BB reserves the right to decide, at its sole discretion, to lower members by up to three levels in cases of fraudulent use of membership or disregard bookings made through any of the direct channels.

5. Accumulation of nights

5.1. The aim of My BlueBay is to reward its members. Therefore, in addition to other advantages, with bookings made by members through BB's direct channels, they will automatically accumulate benefits that can be exchanged for future bookings and stays

at any of the hotels participating in the promotion. In order for benefits to accrue, it is essential that the reservation has actually been used and paid for. In the event that a member books a stay at a hotel through a third party, no benefits will be generated, and the nights of that booking will not be counted.

5.2. In the event that the booking is made in a currency other than the euro, the official exchange rate in euros established at the time of payment of the price of the booking will be applied for the conversion.

5.3 Provided that they have not been redeemed, the benefits obtained shall expire twelve (12) months after they have been obtained.




5.4. Being in a membership level and its benefits shall not be redeemable for cash or other services other than those specified by My BlueBay.

5.5 Once they have joined the programme, new members will start to accrue benefits on that same stay as long as the booking comes from direct BB channels.

6. Award and discount redemption

6.1. The benefit obtained with each level change will be redeemable on the member's next booking or stay.

6.2 My BlueBay members will obtain the following benefits:

| |  |  |  |
|--|---|--|---|
| Discount on your booking | 5% | 8% | 10% |
| Best Price guaranteed | ✓ | ✓ | ✓ |
| Early check in <small>Subject to availability</small> | ✓ | ✓ | ✓ |
| Late check out <small>Subject to availability</small> | ✓ | ✓ | ✓ |
| Free Wifi* | ✓ | ✓ | ✓ |
| Welcome pack | | ✓ | |
| Special Welcome pack | | | ✓ |
| Birthday Gift | ✓ | ✓ | ✓ |
| Room Upgrade* <small>Subject to availability</small> | | | ✓ |
| Amenities Upgrade* <small>Subject to availability</small> | | | ✓ |
| DISCOUNTS on food and beverages (Restaurants)* | | 10% | 20% |
| Discount on Daypass* | | 10% | 20% |
| DISCOUNTS on SPA treatments* | | 10% | 20% |

* Restrictions apply (see terms and conditions)

Restrictions applied by level

MY BLUEBAY YELLOW

Restrictions that may apply and additional information:

- Early check in and late check out- Subject to availability and hotel policy.
- Free Wi-Fi- Only applies in BlueBay Grand Esmeralda, Blue Diamond Luxury Boutique Hotel

MY BLUEBAY PINK

Restrictions that may apply and additional information:

- Early Check in and late check out. Subject to availability and the hotels' policy.
- Wi-Fi: In available areas and maximum of two users per room
- 10% discount on food and beverages (restaurants): Only available in BB Grand Esmeralda, BD Luxury Boutique Hotel, BlueBay Banús and BlueBay Beach Club. Food and beverage discounts apply only for consumptions in paid restaurants and/or Premium category paid products. They do not apply as a discount on regimens. Not combinable with other promotions.
- 10% discount on DayPass: Only applies in BV Mallorca, BV Lagomonte, BB Grand Esmeralda, BB Villas Doradas.
- 10% discount on SPA and treatments: Only in BB Grand Esmeralda, BD Luxury Boutique Hotel

MY BLUEBAY BLACK

Restrictions that may apply and additional information:

- Early Check in and late check out: Subject to availability and to the hotels' policy.
- Wi-Fi: In available areas and maximum of two users per room
- Room upgrade: Subject to availability. Does not apply in BV Vistanova y BB Aquarius y BV Lanzarote.
At Blue Diamond Luxury Boutique Hotel, it does not apply to the Casitas and Presidential Suite categories, and at BB Villas Doradas, it does not apply to the Villa Suite category.
- 20% discount on food and beverages (restaurants): Applies in BB Grand Esmeralda, BD Luxury Boutique Hotel, BlueBay Banús and BlueBay Beach Club. Food and beverage discounts apply only for consumptions in paid restaurants and/or Premium category paid products. They do not apply as a discount on regimens. Not combinable with other promotions.
- 20% discount Day Pass: Applies at Bellevue Club Mallorca, Bellevue Lagomonte, BlueBay Grand Esmeralda, Blue Diamond Luxury Boutique Hotel, BlueBay Villas Doradas.
- 20% discount on SPA: Only available in hotels in the Caribbean.
- Upgrade amenities: Only applies in BlueBay Grand Esmeralda, Blue Diamond Luxury Boutique Hotel, BlueBay Villas Doradas.

My BlueBay reserves the right to remove or add extra services upon prior communication either by email or by updating these Conditions of Participation.

6.3 The hotels of the BB chain participating in this promotion:

- BlueBay Grand Esmeralda- Playa del Carmen, Riviera Maya, Mexico.
- BlueBay Villas Doradas- Puerto Plata, Dominican Republic.
- Blue Diamond Luxury Boutique Hotel. Playa del Carmen, Riviera Maya, Mexico.
- Bellevue Club- Alcudia, Mallorca.
- Bellevue Belsana- Portocolom, Balearic Islands.
- Bellevue Lagomonte- Alcudia, Balearic Islands.
- BlueBay Lanzarote-Costa Teguse, Las Palmas.
- BlueBay Aquarius- Puerto del Carmen, Las Palmas.
- BlueBay Beach Club- Gran Canarias
- BlueBay Banús- Marbella, Malaga.

7. Reclamation system

7.1. The Member shall have the right to make claims if, in their opinion, the information about their account and/or transactions submitted by My BlueBay is not correct in accordance with the provisions of these Conditions of Participation.

7.2. The Member may make the corresponding complaint using the mail: booking@grupobluebay.com indicating, in all cases, the service contracted for which the complaint is made, and must at all times provide proof of the transaction.

7.3. In these cases, the responsibility of My BlueBay will be limited to rectifying the error as soon as the member can reliably prove their eligibility.

8. Other exclusive destination benefits and special promotions for Members

8.1. The benefits available at any time at the destination for each level of membership may be consulted through the table of Member levels on the Web Site

<https://www.bluebayresorts.com/en/loyalty/>

8.2. All benefits are, in any case, subject to the availability of the Hotel and some may be linked to the type of accommodation booked.

8.3. The benefits will not be applicable in the case of bookings with a rate specially negotiated by the Member or a third party with the Hotel, or in the case of bookings made through third parties.

8.4. My BlueBay may establish special promotions for its members, as well as for users of the website to encourage them to register as a member, which will be regulated by the specific conditions of each promotion. BB reserves the right to offer different expiry dates for promotional benefits granted on a promotional basis.

8.5. In addition to the exclusive benefits that apply, the hotel may, at its discretion, offer additional benefits to members.

9. Reservations, prices and special rates

9.1. My BlueBay is a loyalty programme with a booking management platform. The contracting of hotel services will be directly between the Member and the relevant Hotel.

9.2. All prices on the Website are per room and full stay, [and are shown inclusive of VAT and other taxes (subject to change of such taxes)], unless otherwise stated on the Website or in the confirmation email.

10. Fraudulent use of the account by a third party

10.1. In case of fraudulent use of the Account by a third party, the Member of the affected Account agrees to communicate it to the Customer Service Centre or through the email booking @grupobluebay.com as soon as they become aware of the situation.

10.2. Upon notification by the Member, BB will cancel the account, assigning the accumulated benefits to a new account, which will be opened in the Member's name as soon as possible.

10.3. BB shall not be liable in any case for the fraudulent use that third parties, external to the Member, may make of the account and the benefits accumulated.

11. Personal data

If you register as a Member of our My BlueBay Loyalty Programme, the data controller is:

BLUEBAY HOTELS - Pol. Ind. Son Castelló. Gran vía Asima, 6 izq. - 07009 Palma de Mallorca – Balearis Islands

Email for data protection issues:

info@grupobluebay.com

In compliance with the provisions of the European General Data Protection Regulation 2016/679 ("GDPR"), we inform you that My BlueBay may process the personal data of Members in accordance with our privacy policy.

<https://www.bluebayresorts.com/es/politica-de-privacidad/>

A) In compliance with the provisions of the European General Data Protection Regulation 2016/679 ("GDPR"), we inform you that My BlueBay may process the personal data of the Members indicated in sections 2.4 and 2.6 above for the following purposes:

1. To manage the acceptance and control of compliance with the Privacy Policy and General Conditions of Use of the Website, the Conditions of Participation in the My BlueBay loyalty programme, as well as any other matter related to your membership, including, among other issues, formalizing and managing your bookings through My BlueBay, sending all the details of your reservation to the hotel of the BlueBay Hotels chain you have booked, speeding up the process of formalizing future reservations by keeping your personal details, informing you of your membership level and accumulated benefits, as well as answering any questions or requests that BB may have sent you.

2. In the event that the Member has not objected, to receiving commercial information

and advertising by electronic means (such as email or sms) about: (a) offers, news and updates relating to the hotel in which they are staying; and/or (b) offers, promotional actions or competitions organized by or in which My BlueBay is involved.

3. To carry out automated segmentation and profiling processes based on the information provided by the member and also based on their stays at BB Hotels in order to send them personalized information and improve the service;

4. Prevention of abuse and fraud in the use of the services (e.g., fraudulent activities, among others).

5. Transfer of data to public bodies and authorities, if they are required in accordance with legal and regulatory provisions.

B) Members' data shall be retained for the duration of the contractual and/or commercial relationship, or as long as the member does not request its deletion, and for as long as necessary to comply with legal obligations.

C) The legal basis for the processing of Members' personal data by My BlueBay consists in:

-The execution of a contract with My BlueBay, concerning section A) 1 above.

-The legitimate interest of My BlueBay in sending commercial communications concerning products or services similar to those contracted in relation to section A) 2 above.

-The legitimate interest of My BlueBay concerning section A) 3 above; which lies in the activity of showing the Member services and offers or promotions that My BlueBay considers may be of interest to the Member, because they are similar to other services contracted by the Member, all on the basis of commercial profiling and internal statistical reports. For this purpose, My BlueBay will monitor the Member's behavior in order to determine whether the Member may benefit from other offers or services. The Member's business profile will be compiled from proprietary information collected by My BlueBay.

-The legitimate interest of My BlueBay concerning section A) 4 above in order to protect My BlueBay and/or its customers by preventing abuse and fraud in the use of its services.

-In compliance with legal obligations applicable to My BlueBay, for the purpose indicated in section A) 5 above.

D) Members' data may be communicated to third parties in the following cases:

-The processing of Members' data by suppliers that form part of the BB group and other third-party suppliers acting as processors as a result of the provision of a service to BlueBay Hotels.

-The processing of data carried out by any of the suppliers that are part of the BB group may involve international data transfers. In such cases, the contracts that the BB Group has entered into with these suppliers have adequate safeguards in accordance with the GDPR to ensure that Members' data are fully protected.

-Members' personal data may also be transferred to public bodies and authorities (such as law enforcement agencies, among others) in cases where there is a legal obligation to do so.

E) The Member has the right to:

- Obtain confirmation as to whether or not the controller is processing personal data concerning them.
- Access their personal data, and request the rectification of inaccurate data or, where appropriate, to request it is deleted when, among other reasons, the data is no longer necessary for the purposes for which it was collected.
- Request, in certain circumstances, the limitation of processing their data, in which case BB will only keep them for the exercise or defense of claims.
- Object, in certain circumstances and on grounds relating to their particular situation, to the processing of their data. The data controller will stop processing the data, except for compelling legitimate reasons, or the exercise or defense of possible claims.
- Exercise the right to data portability in accordance with the provisions of the applicable regulations.

If the Member wishes to exercise any of their rights, they may contact BB by sending an email to info@grupobluebay.com addressed to Customer Service and indicating "Data Protection" in the subject line of the email. The Member should provide as much information as possible about their request: name and surname, email address used for the account or portal that is the subject of their appeal.

Finally, the Member may contact the Spanish Data Protection Agency and other competent public bodies for any claim arising from the processing of their personal data.

12. Cancellation of Membership Account

12.1. The Account will not have an expiry date, but may be blocked, and participation in the Programmed cancelled, for any of the following reasons:

a. At the request of the Member: using the form provided for this purpose in their Personal Area or the contact section of the Website www.bluebayresorts.com.

The Member may also request cancellation of the account by sending an email to booking@grupobluebay.com. Voluntary termination of the Member's account will result in the automatic loss of the Member's benefits at the time the Member's account is deactivated and the Member's membership of the Programmed is terminated.

b. At the request of My BlueBay:

- When circumstances of force majeure occur or when, due to legal or other impositions, the cancellation of the Loyalty Programmed becomes necessary.
- Due to the death or disappearance of the Member.
- When My BlueBay's business strategy so requires.
- BB also reserves the right to temporarily suspend or permanently terminate the membership of any Member for: (i) breach of these Conditions of Participation; (ii) fraudulent registration or fraudulent hotel bookings; (iii) irregular payment; or (iv) inappropriate behaviour in the hotel, without prejudice to any claim for damages that My BlueBay may present. In all of the above cases, the member will automatically lose the right to use their account and the benefits associated with the programme.

12.2. In the event of cancellation for reasons of the business strategy of My BlueBay (including but not limited to the declaration of bankruptcy), Loyalty Programme Members will be granted a period of two (2) months to redeem their benefits with the consequent loss of the right to obtain the benefits and advantages associated with them after the aforementioned period has elapsed.

In each of the cases listed under heading (b) of section 12.1 above, this being a free programme for the Member, the Member expressly waives the right to claim damages from My BlueBay for the cancellation of the account and/or the programme.

12.3. The sale or exchange of accounts is strictly prohibited and will result in the immediate cancellation of the account and participation in the programme.

13.Disclaimer

My BlueBay shall not be liable for:

-The use and/or purpose to which the Member may give to their account and the benefits accrued; of any breach by the Member of the obligations stipulated in these Conditions of Participation.

-Any shortcoming, failure in the accrual of benefits or data processing not directly attributable to BB or beyond the reasonable control of BlueBay Hotels.

-Any indirect or consequential damages to the Member arising out of the use of the Account or any of the benefits or services provided according to the operation of the Loyalty Programme.

-The provision of hotel services booked through the Website (which are the sole responsibility of the Hotel). In the event of a complaint about the services received, the Member shall first contact the Hotel and, if no solution to the dispute is found, the Member may contact BB so that the latter may assist, as far as possible, in resolving the dispute.

-The characteristics of the Hotel nor the possible discrepancies between the images that the Hotels show on the Website and the reality to which they should correspond insofar as such information is provided by the Hotels or service providers. This is without prejudice to the fact that the Member shall be attended to in the event of any claim of this type being addressed.

-Situations completely unrelated to BB that prevent the enjoyment of the reservation, such as but not limited to, overbooking in a Hotel, damage that may have occurred in the Hotel after the reservation on the Website (e.g. accidents, floods, damage, etc.), strike situations, armed conflict, etc. In such cases, it shall do its best to relocate the member to another hotel with the same or similar characteristics.

-Any damages resulting from the misuse of the Account by the Member following the provisions of these Conditions of Participation; for the reliability, availability or continuity of the services made available to the Member through the Website, although it shall endeavour to provide, to the best of its ability, technical assistance to the person concerned; nor for viruses or elements of the Website that may cause alterations to the software or hardware of the users or persons visiting the Website.

14. Miscellaneous

14.1. Nothing in these conditions grants the Member any right over the Website or the images, logos or, in general, any intellectual or industrial property rights of BlueBay Hotels, its service providers or the Hotels.

14.2. The Member assigns to My BlueBay, free of charge, on a worldwide basis and to the fullest extent permitted by law, any rights to any comments and ratings made on BlueBay or images that may be uploaded to the Website.

14.3. To the extent permitted by law, these Conditions of Participation shall be governed by and construed in accordance with Spanish law, and with respect to any dispute arising out of these Conditions of Participation, the parties expressly submit to the jurisdiction of the Courts and Tribunals in Palma de Mallorca (Spain), waiving any other jurisdiction to which they may be entitled.

14.4. If any provision of these Conditions of Participation or the enforceability of any provision is held to be illegal, invalid or unenforceable, in whole or in part, under any Law, such provision or part thereof shall be deemed not to have been made, but the legality, validity and enforceability of the remaining provisions of these Conditions of Participation shall not be affected.

14.5 BlueBay reserves the right to unilaterally modify these Conditions of Participation when there are reasons to justify such modification, and to alter the list of Hotels, services and rates offered by My BlueBay.

Updated on August 16th, 2022