

# GENERAL TERMS AND CONDITIONS OF THE FRIENDS L&H PROGRAM

## INTRODUCTION

These Conditions regulate the Friends L&H Loyalty Program (hereinafter the Program), owned by Like Home Madrid S.L, with registered office in Madrid, C/ Príncipe 5, 2B and C.I.F B-86643095 (from now on, L&H Hotels).

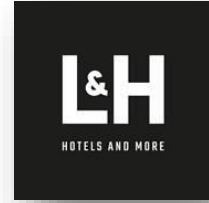
These conditions detail the operation of the Programme by the Programme holders (hereinafter referred to as the Holder(s)). The Holder will have access at all times to the general conditions governing the Programme (hereinafter referred to as the Conditions), which are updated and in force, by consulting the L&H Hotels website, in order to be informed of the Conditions that will apply to them as Holder at all times and which they declare to know.

With the express acceptance or, as the case may be, with the acceptance without the need for a conventional signature of the aforementioned Conditions, the Holder declares that he/she is aware of their content and that he/she will remain subject to them for the duration of his/her condition as Holder of the Program.

The Cardholder can only benefit from the advantages inherent in the Program in those establishments and for the services and rates that are included in the Program at any given time.

L&H Hotels reserves the right to unilaterally modify these Conditions at any time, as well as to modify the list of establishments, services and rates included in the Programme. These new Conditions will be made available to the Holder in the same way and form as these Conditions.

The Program is regulated from this moment on by these Conditions, and it is expressly declared that any previous general conditions of the Program are annulled and without effect.



## PROGRAM PARTICIPATION

### ---- Registration process

Registration in the Program is free of charge.

Individuals over the age of 18 who have read and accepted the conditions of participation of the Programme may register through the channels that L&H Hotels has set up for this purpose at any time.

- The channels for applying for the Programme and enjoying the benefits associated with it are as follows:
- the website [www.lhhoteles.com](http://www.lhhoteles.com) by completing the online registration form.
- the Hotels belonging to the Programme by filling in the printed form and delivering it to the Hotels belonging to the Programme or any other means made available by L&H Hotels in which the customer expresses his/her express consent to belong to the Programme.

It is essential to have a valid individual e-mail address in order to register for the Programme. The same e-mail address will not be accepted for two or more members.

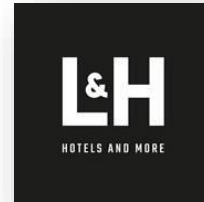
### ---- Program holders.

Individuals over the age of 18 may be holders of the Program.

### ---- Categories FRIENDS L&H

There are three categories of card in the Program, depending on the stays or nights that the Cardholder has accumulated in the hotels participating in the Program during the period from January 1st to December 31st of each year, from now on, the Period.

The general review process of the program categories will be carried out weekly, counting the nights accumulated during the previous calendar year. In the event of a category change, the benefits associated with the new category will take effect from the time the Categorization. In relation to the process of will be excluded, not counting for all purposes, Group rates, Meetings and



Conventions of long stay, air crews, travel agencies, and employees of L & H Hotels. Each category will entitle you to certain benefits which will be described on the website [www.lhhoteles.com](http://www.lhhoteles.com).

Notwithstanding the above, those customers who have accumulated the number of stays necessary to access the higher category with rates eligible for obtaining and/or redeeming points, will access their new level automatically without having to wait for the expiry of the period. These customers will be able to enjoy their new higher category until December 31st of the following year.

L&H Hotels reserves the right to modify the list of discounts on eligible rates. This list can be consulted via the Friends L&H link at [www.lhhoteles.com](http://www.lhhoteles.com) in the advantages of each type of category.

The Programme will award the following categories in application of the following criteria:

MEMBER: This category will be assigned to new holders

URBAN: It will be assigned to Cardholders who have made 1 to 2 stays during the period.

UPPER: It will be assigned to Cardholders who have made 3 to 5 nights during the Period

SPECIAL : will be assigned to the Cardholders who have made 6 or more stays during the Period.

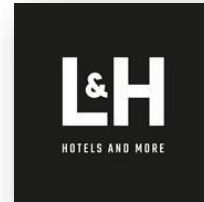
L&H Hotels reserves the right to discretionally assign any of these categories as well as other extraordinary benefits to groups of customers, which, due to their scope of work or influence, it may consider appropriate without them having to comply with the conditions reflected here.

## PROGRAM BENEFITS

The Program will entitle the Cardholder to enjoy the benefits, after identification as a member of the Program.

Cardholders may consult the benefits associated with their category at [www.lhhoteles.com](http://www.lhhoteles.com) . The benefits are detailed below:

a) Obtain a discount on the total net amount of the reservation



c) Benefit from the exclusive advantages, benefits and promotions of the Program, according to the category.

*The benefits are not cumulative with other Loyalty Programs and / or promotions.*

Any of the advantages referring to exclusive rates of Friends L&H or any of the other loyalty programs, will only apply to reservations made directly at [www.lhhoteles.com](http://www.lhhoteles.com) , through the Reservations Centre or hotels of L&H Hotels.

In the case of collaboration agreements between L&H Hotels and other external loyalty programmes, the Cardholder must choose the programme from which he/she wishes to benefit during his/her stay in the hotel.

The benefits of the Friends L&H program are granted only to individuals, who enjoy any benefits of their membership personally. Legal entities may not register in the program or accumulate any type of advantage, including points issued for stays or consumption.

**Accumulation percentages on the accommodation bill:**

URBAN: LH URBAN customers can benefit from a 10% discount on the invoice of their reservation.

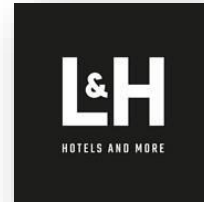
SUPERIOR: LH SUPERIOR customers will be able to benefit from a 12% discount on their booking invoice.

SPECIAL : LH SPECIAL customers will be able to benefit from a 15% discount on their booking invoice.

## FRIENDS L&H

Once the user has registered as a Program Holder, he/she will be able to access the Program's private pages, as long as he/she identifies himself/herself correctly.

By accessing the private pages of the Program, the Holder will be able to, among other things: consult his/her reservations and reserved nights, see in detail the latest movements in terms of stays, make modifications to his/her reservations, modify his/her personal data, make reservations, consult information about the Program, and carry out the rest of the operations that L&H Hotels makes available to the Holder.



L&H Hotels shall not be liable under any circumstances for improper access by a third party to the Program's private pages, or for any fraudulent use that the Holder may make of the data or information.

## □ CANCELLATION OF PARTICIPATION IN THE PROGRAM

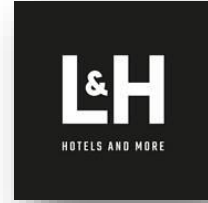
Participation in the Programme does not have an expiry date, but the account may be cancelled as well as participation in the Programme for any of the following reasons:

a) At the request of the Holder

At any time, the Holder may withdraw from the FRIENDS L&H Program. To do so, he/she must communicate his/her express wish to be removed from the programme in writing by e-mail to [info@lhhotels.com](mailto:info@lhhotels.com), providing the following information: Full name of the holder, identification document and e-mail address associated with his/her FRIENDS L&H account. Said voluntary cancellation will imply the loss of all advantages and benefits automatically from the moment your account is deactivated and you lose your status as a Holder.

b) The L&H Hotels instance:

- L&H Hotels reserves the right to temporarily suspend or permanently terminate any Holder of this Programme in the following cases:
- When the Holder has not enjoyed the products and services offered by L&H Hotels within 12 months and/or has not made any movement to obtain them via invoicing.
- When you have made improper or fraudulent use of the Program: failure to comply with the Terms and Conditions, irregular payment or inappropriate behavior at the hotel, without prejudice to any claim for damages that may be filed by L&H Hotels.



- When circumstances of force majeure or legal, governmental or other impositions make it necessary to cancel the Program.
- Whenever the business strategy of L&H Hotels so requires.
- For death or disappearance of the Friends L&H Account Holder

In all the cases mentioned above, the Card Holder will automatically lose the benefits associated with the Program, losing all accumulated Benefits. In the event of cancellation due to the business strategy of L&H Hotels, Cardholders will be granted a period of 6 months to enjoy the benefits and advantages associated with the same only in their next stays during those months after the cancellation of the program, if any.

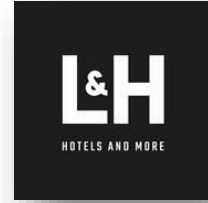
In each and every one of the cases listed under section b) above, since this is a free Program for the Holder, the Holder expressly waives the right to claim damages from L&H Hotels for the cancellation of the Program.

Sale or barter of any Program Advantage is strictly prohibited and will result in immediate cancellation of the Card and participation in the Program.

## RESPONSIBILITY

L&H Hotels will not be responsible:

- a) the use and/or purpose that the Holder may give to the program and its benefits
- b). of any failure by the  
Headline
- c) of any deficiencies, failure to upgrade members, data processing, etc. not directly attributable to L&H Hotels or beyond the reasonable control of L&H Hotels;
- d) of any indirect or consequential damages caused to the Holder which may arise from the use of the Account or any of the benefits or services provided under these Conditions;
- e) any damages resulting from the misuse of the program by the Holder in accordance with these Conditions  
Generals;
- f) the reliability, availability or continuity of the services made available to the Holder by telematic means, and therefore excludes any responsibility for



damages and/or losses of any kind that may be due to the lack of availability, reliability or continuity of its website or services, although it will try to provide, to the extent of its possibilities, technical assistance to the person concerned;

L&H Hotels is not obliged to control, and does not control in advance, the absence of viruses or elements in the contents that could produce alterations in the software or hardware of the users or people who visit the Internet pages, and therefore shall not be liable for damages of any kind that could arise from them.

## CONFIDENTIALITY AND DATA PROTECTION. PRIVACY POLICY.

### YOUR SECURE DATA

#### Information in compliance with personal data protection regulations

In Europe and in Spain there are data protection rules designed to protect your personal information which are compulsory for our entity.

Therefore, it is very important for us that you understand perfectly what we are going to do with the personal data we ask you for.

Thus, we will be transparent and give you control of your data, with simple language and clear options that will allow you to decide what we will do with your personal information.

Please do not hesitate to ask us if you have any questions after reading this information.

Thank you very much for your cooperation.

**- Who are we?**

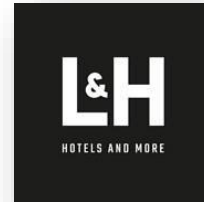
**or Our denomination: LIKE HOME MADRID SL**

**o Our main activity: Rental of Tourist Apartments**

**o Our address: C/ Principe,5 2 B, CP 28012, Madrid (Madrid)**

**o Our contact telephone number: 914291440**

**o Our contact email address: info@lhhotels.com**



o Our website: [www.lhhoteles.com](http://www.lhhoteles.com)

**We are at your disposal, do not hesitate to contact us.**

### **What are we going to use your data for?**

In general, your personal data will be used to be able to relate to you and provide you with our services.

They may also be used for other activities, such as sending you advertising or promoting our activities.

### **Why do we need to use your data?**

Your personal data are necessary to be able to relate to you and to provide you with your services, which allows us to use your information within the law.

However, there are certain situations in which we will need your prior permission in order to carry out certain activities, such as being able to send you advertising or publish your image on the Internet. For this purpose, we will provide you with a number of boxes that will allow you to decide clearly and easily on the use of your personal information.

### **Who will know the information we ask for?**

In general, only duly authorized personnel of our entity will be able to know the information we ask for.

Likewise, those entities that need to have access to your personal information in order for us to provide you with our services may have knowledge of it. For example, our bank will know your details if payment for our services is made by card or bank transfer.

To give you an example, the Tax Law obliges you to provide the Tax Office with certain information on economic operations that exceed a certain amount.

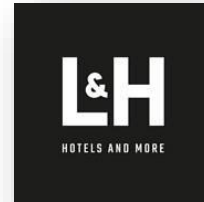
In the event that, apart from the cases mentioned, we need to disclose your personal information to other entities, we will ask for your permission beforehand through clear options that will allow you to decide in this respect.

### **How are we going to protect your data?**

We will protect your data with effective security measures depending on the risks involved in the use of your information.

To this end, our entity has approved a Data Protection Policy and annual controls and audits are carried out to verify that your personal data are safe at all times.





**- Will we send your data to other countries?**

There are countries in the world that are safe for your data and others that are not so safe. For example, the European Union is a safe environment for your data. Our policy is not to send your personal information to any country that is not safe from a data protection point of view.

In the event that, in order to provide you with the service, it is essential to send your data to a country that is not as safe as Spain, we will always ask for your permission beforehand and will apply effective security measures to reduce the risks of sending your personal information to another country.

**- How long will we keep your data?**

We will retain your data during our relationship and for as long as we are required by law. Once the applicable legal deadlines have expired, we will proceed with the safe and environmentally friendly disposal of your data.

**- What are your data protection rights?**

You can contact us at any time to find out what information we have about you, to rectify it if it is incorrect and to delete it once our relationship has ended, if this is legally possible.

You also have the right to request the transfer of your information to another entity. This right is called "portability" and may be useful in certain situations.

To request any of these rights, you must make a written request to our address, along with a photocopy of your ID card, so that we can identify you.

At our entity's offices we have specific forms to apply for these rights and we offer you our help in filling them out.

To find out more about your data protection rights, you can consult the website of the Spanish Data Protection Agency ([www.agpd.es](http://www.agpd.es)).

**-Can you withdraw your consent if you change your mind at a later time?**

You can withdraw your consent if you change your mind about the use of your data at any time.

For example, if you were once interested in receiving advertising for our products or services, but no longer wish to receive such advertising, you can inform us by filling out the form available at our offices.



**If you feel that your rights have been disregarded, where can you make a complaint?**

In case you understand that your rights have been disregarded by our entity, you can make a claim at the Spanish Data Protection Agency, through any of the following means:

o Web site: [www.agpd.es](http://www.agpd.es)

o Postal address:

Spanish Data Protection Agency

C/ Jorge Juan, 6

28001-Madrid or by telephone:

Tel. 901 100 099

Tel. 91 266 35 17

Formulating a claim at the Spanish Data Protection Agency does not involve any cost and the assistance of a lawyer or solicitor is not necessary.

**Will we be profiling you?**

Our policy is not to profile the users of our services.

However, there may be situations where, for service delivery, commercial or other purposes, we need to profile information about you. An example might be the use of your purchase or service history to provide you with products or services tailored to your tastes or needs.

In such cases, we will always keep you informed in advance and will implement effective security measures to protect your information at all times from unauthorised persons who may seek to use it for their own benefit.

**Will we use your data for other purposes?**

Our policy is not to use your data for any other purposes than those we have explained to you. If, however, we need to use your data for different activities, we will always ask your permission beforehand through clear options that will allow you to decide on this.