

Terms & Conditions of Membership, 20200101

These Terms & Conditions supersede and invalidate all previous terms and conditions of the Sunny Time Program of ALDEMAR RESORTS S.A. (The Company) with registered offices at 271 00 SKAFIDIA PYRGOS – GREECE.

Members by joining the Program or if already a Program Member expressly accept without any reservation the present Terms and Conditions that govern the operation of the Program.

1. Definitions

- 1.1. “Sunny Time Program” is the loyalty program of ALDEMAR RESORTS S.A, from now on called as “**Program**”.
- 1.2. **Travel Agencies** that have obtained current licenses and permits to act as travel agents, according to the laws and regulations of their country, may register in the Program.
- 1.3. “**Member**” is a physical person aged over 18 years (henceforth the “Member”), who work for Travel Agencies and is active in the sale of tourism products.
- 1.4. “**Card**” is the membership card issued by ALDEMAR RESORTS S.A. to a person who is a Member of the Loyalty.
- 1.5. “**Points**” are the reward currency earned by using the Program.
- 1.6. “**Redemption**” is a form of payment using Points as a tender to acquire goods and services defined by the Program.
- 1.7. “**Benefits**” are the amenities and services provided to Members as a benefit of membership.
- 1.8. “**Program Partner**” is a third party, which offers benefits or awards to Members.
- 1.9. “Official Program Website” is the official website of the Program, from now on called as “**Portal**”
- 1.10. “**Participating Hotels**” are the Hotels that are participating in the program from now on called as “**Hotel**”

2. Eligibility

- 2.1. The Program is open only to
 - 2.1.1. **Travel Agency** owners or managers with prior approval from the Program administrators, and to
 - 2.1.2. **Travel Agents** who professionally engage in the promotion and sale of travel to the general public on a full-time basis, including through ongoing business relationships with recognized travel suppliers.
 - 2.1.3. If this does not accurately describe the nature of your business, you are not eligible for membership in the Program
- 2.2. Only agents and travel agencies that have obtained current licenses and permits to act as travel agents, according to the laws and regulations of their country, may register in the Program.
 - 2.2.1. The Company may investigate individuals’ eligibility, including validating the authenticity of individuals’ engagement as full-time travel agents at any time.

3. Registration procedure

- 3.1. Travel agency managers can apply for their agency to be registered in the Program through the Portal. Managers can also apply for agents who work in their office to be registered within the Portal.
- 3.2. Each Travel Agency application should be approved by Program administrators
- 3.3. The agency manager must authorize the registration of each agent in his/her travel agency.
- 3.4. Each of the agents named by the agency manager will then become Members
- 3.5. The agency manager assumes responsibility for keeping the registrations and cancellations of agents in his/her office up to date within the Program, and to notify the Portal, as soon as possible, of any changes or cancellations made by agents, as well as any changes in the contact details of the agency itself.
- 3.6. Members, travel agents, accept and give full consent to the prerogatives reserved for the agency manager with regard to the account

4. Conditions for the Program

- 4.1. The Card is issued by and remains the property of The Company. It is not a credit card and is free of charge.
- 4.2. **Cancellation of Membership:** The Company reserves the right to decline to issue or withdraw a Member's membership at any time, or to terminate the validity of the membership together with the benefits attached thereto at any time. The Card must be returned immediately to any participating Hotel when requested. Cancellation of membership will result in the loss of all accumulated Points.
- 4.3. **Termination Date:** The Program has no predetermined termination date and may continue until The Company decides to terminate it, with or without notice. The Program accepts no responsibility for any points that remain in members' accounts after such termination.
- 4.4. **Program Changes:** The Company reserves the right to amend, update or change any aspect pertaining to the Program including the Terms & Conditions, at any time in whole or in part without advising Members. Continued participation in the Program will constitute a Member's acceptance of any such amendment, modification, or supplementation. Members are responsible for remaining knowledgeable of the Program Terms and any changes, modifications, or additions to the Program.
- 4.5. **Partners responsibility:** The Company is not responsible for Program Partner withdrawals from the Program, which may affect the Awards offered.
- 4.6. **Program Notifications:** The Program will endeavor to advise Members of matters of interest, including notification of changes to details of promotions and other offers. However, the Program accepts no liability for correspondence lost or delayed in the postal system or via electronic mail.

- 4.7. **Program Corrections:** The Company reserves the right to change the printed materials at any time and to correct any typographical errors, errors of description, or errors regarding participating properties and Program Partners at any time without informing members.
- 4.8. **Printed information & Portal:** All details mentioned in the Portal supersede anything appearing in any printed or other material of Program and form part of these Conditions of Membership.
- 4.9. **Lost / Stolen Cards:** In case the Card is lost, stolen or damaged the Member must inform the Program Membership Services office by email at sunnytime@aldemar.gr.
- 4.10. **Contact Details:** Any correspondence sent to Members is based on the contact details provided to the Program. Each Member is responsible for updating his/her information on the official Portal.
- 4.11. **Interpretation of Terms:** All interpretations of these Terms & Conditions of Membership shall be at the sole discretion of The Company.
- 4.12. **Legal Jurisdiction:** These Conditions of Membership are governed by the laws of and are applicable in the Hellenic Republic. In the event of any dispute, the Member agrees to submit to the exclusive jurisdiction of the courts of Greece.
- 4.13. **Availability at Hotels:** Members are responsible to check with the relevant Hotel for the availability of any special offer that could affect the enjoyment of their visit. The Member should ask on arrival at the Hotel for any additional benefits valid for that property. All services, amenities and benefits are subject to availability and subject to the terms and conditions of each Hotel. Not all services, amenities and benefits are offered at all Hotels. The Company Hotels may update benefits shown as available or credited to a Member at any time.
- 4.14. **Limited by Length of Stay:** Selected Benefits may be limited depending on length of stay.
- 4.15. **Availability:** All Benefits, Vouchers and Awards are subject to availability.
- 4.16. **Program communication:** The Program will communicate with members via e-mail, post or any other medium, which is considered appropriate. The Company reserves the right to inform its members about activities and other information

5. Restrictions and Additional Terms

- 5.1. **Account Deactivation:** Accounts that remain inactive for a period of over **one year** will be canceled automatically, with the consequent loss of all points accumulated. An account is understood to be inactive when the Member has no actualized qualified client reservations and collected points and/or has not earned points using any of the Program options available during a period of more than one year or 12 calendar months.
- 5.2. **Member Statement:** A statement summarizing your total accumulated Points is available online, by logging into your Account on the Portal. Should you have any questions regarding your Points earned please email sunnytime@aldemar.gr.

6. Point Eligibility and Earning Points

- 6.1. Program Points are awarded to individual Members for each individual Qualified Client Reservation booked and actualized at Participating Hotels (Hotels).
- 6.2. Details regarding Point earning methods and the list of Hotels can be found on the Portal.
- 6.3. Points awarded can then be redeemed for certain rewards ("Rewards") which are listed on the Portal.
- 6.4. **Qualified Client Reservation** is a reservation (or Claim) a Member books at one or more Hotels for at least one night on behalf of his or her client traveler.
- 6.5. Qualified Client Reservations specifically exclude
 - 6.5.1. Reservations for or on behalf of group travel, conventions, discounted rates (i.e. travel agent or other industry rates) and complimentary stays
 - 6.5.2. Booking for the Member him or herself
 - 6.5.3. Reservations for or on behalf of a Member's family members, regardless of the rate paid
 - 6.5.4. Reservations made or fulfilled before the Member becomes a Member
 - 6.5.5. Reservations made on behalf of a direct colleague or individual within the same organization as the Member, regardless of the rate paid.
- 6.6. In order a Qualified Client Reservation be awarded with the corresponding Program Points, according to Program current point earning methods, it is the Member's responsibility to
 - 6.6.1. Claim the booking by entering full reservation details into the Portal quoting the unique **Booking Reservation number** as per the selected booking channel e.g. Tour Operator site, Company's B2B booking engine etc.
 - 6.6.2. **All Claims should be entered into the Portal no later than 14 days after the departure date of the guest.**
- 6.7. If the Member has complied with the requirements of this Section, Points will be awarded to the Member within **10-14 business days** of the Client's checkout date and should appear on the Member's Account on the Portal by that time.
- 6.8. In addition to ensuring the accuracy of any booking information relating to Points, Members are responsible for ensuring the accuracy of all other Member Content, including names, addresses, telephone numbers and email addresses.

7. **Restrictions and Additional Terms**

- 7.1. Only one Member may claim Points for a particular Qualified Client Reservation.
- 7.2. If two Members were involved in the booking process (i.e.: a travel agent booking through a wholesale agent), for the purposes of Points ownership, the reservation belongs to the Member who was the primary contact for the Client.
- 7.3. If two Members claim Points for the same reservation, a Program admittatur will request additional information from both parties to establish true ownership. If it is determined that Points were awarded to one Member in error, the Points will be removed from that account and awarded to the account of the true owner.
- 7.4. For clarity, reservations made and/or consumed before an individual becomes a Member are not Qualified Client Reservations and are therefore not eligible for Points.

7.5. Company reserves the right to modify the above eligibility criteria and to determine Point eligibility for each Member at any time. Members acknowledge and agree that all decisions on these matters will be final.

8. Ownership and Disclosure

- 8.1.1. Program membership and Points belong to the Member, and not the Member's employer or Clients. However, to remain eligible for continued participation in the Program, Members must notify their employers and Clients that they are part of the Program and that points will be awarded to them personally for booking Qualified Client Reservations on their behalf at the Hotels. **Members must also ensure that participation in the Program does not violate or contravene any employer or company policy, direction, or code of conduct, or any applicable Laws.** Members are solely responsible for determining whether their participation in the Program complies with applicable Laws and the policies, codes, ethics or directions of their employers.
- 8.1.2. The Company has no responsibility or liability, and explicitly disclaim any responsibility or liability, for a Member's compliance or failure to comply with these Terms, including any failure to disclose relevant information to Clients or employers.

9. Missing Points

- 9.1. Members are responsible for tracking their Points balances and may do so on the Portal by logging on to it and viewing the associated Account. Points for Qualified Client Reservations that do not appear in a Member's Account can be requested by email at sunnytime@aldemar.gr.
- 9.2. Please **allow 4 – 6 weeks** for processing of Missing Stay requests and the award of Points (if any).

10. Point Redemptions

- 10.1. Once a Member has accumulated enough Points, he/she may choose to receive a Reward. Please review the redemption options and the specific terms governing certain Reward categories on the Portal.
- 10.2. The redemption of points for free stays should be made on the name of Member or first degree relative. For clarity, free stays reservations and visiting person should be either the person himself or his/her mother, father, spouse, children.
- 10.3. The redemption of points for free stays at Hotels participating in the Program can be applied for via the Portal.
- 10.4. As there are a limited number of stays available for redeeming points, the Program cannot, under any circumstances, guarantee availability at Hotels for the redemption of points.

- 10.5. In those instances that the Member wishes a stay that the required points exceed his/her point balance then he/she should:
- 10.5.1. Book a stay through Portal by redeeming the maximum amount of points, and
- 10.5.2. For the rest of the required days to make a booking through our official booking engine securing the consecutive periods
- 10.6. In the case of a no-show, 100% of the corresponding points will be deducted as a cancellation charge in both types of points redemption bookings; the same will apply in the case of a booking cancellation, which is also subject to charges.
- 10.7. The booking cannot be modified after check-in at the hotel. This means that, if the Member wishes to shorten their stay, they will lose all the points that correspond to the remaining nights that have not been taken advantage of.
- 10.8. If a Member wishes to extend the stay after the reservation has been made by means of the redemption of points, a new booking must be made for these extra days.

11. Transferring points and Additional Terms

- 11.1. Transfer points between different Members is possible within the same travel agency. It is agency Manager responsibility to transfer the points through Program Portal.
- 11.2. If an agent leaves the travel agency where he/she worked when he/she joined the Program, he/she must request written permission from the agency Manager to take the Points accumulated in the Program and move them to another agency. If the approval is received, then the agency Manager should contact the Program administrator for the transfer at sunnytime@aldemar.gr.

12. Categories of Program Members

- 12.1. Members are divided into three (3) different categories (Tiers) according to their sales in the previous calendar year.
- 12.2. On 1st of January of each year there will be a re-evaluation of the level of each Member taking into consideration their overall point balance.
- 12.3. Members will be informed of their Tier through the Portal. In the Portal, Program members may also consult the differences between each Tier and the requirement to sustain current Tier or upgrade to the next.