

### 1. INTRODUCTION

These Terms & Conditions regulate the F Zeen Loyalty Program (hereafter, 'the Program'), owned by Ionian Sun S.A. (hereafter, 'IS').

These Terms & Conditions specify how the Program operates, as well as the process for members of the Program (hereafter, 'the Member' or 'the Members') to earn points and redeem credits. Members shall at all times have access to the up-to-date and valid general Terms & Conditions which regulate the Program (hereafter, 'Terms & Conditions'), by looking at the F Zeen website or the Program's App 'Exclusivi', in order to at all times be fully informed of the Terms & Conditions applicable to them as Members, and of which they declare to have knowledge.

By expressly accepting the Terms & Conditions or, where relevant, by accepting them without the need for a conventional signature, the Member declares to have knowledge of the content of the same and to remain subject to them for the duration of their membership of the Program.

The Member may benefit from the advantages inherent in the Program only in those hotels and for the services and rates included at any given point in the Program.

F Zeen as well as the partners assigned by F Zeen to curate this Program and their legit partners, legitimate technical third-party application representatives reserve the right to unilaterally modify these Terms & Conditions at anytime, and to modify services and rates included in the Program.

Said new Terms & Conditions will be made available to the Member in the same way and form as these Terms & Conditions.

The Program is regulated with immediate effect by these Terms & Conditions, and it is expressly declared that any previous general Terms & Conditions of the Program are hereby cancelled and become null and void.

### 2. MEMBERSHIP

#### 2.1. ENROLLMENT PROCESS

Enrollment in the Program is free.

Any person over the age of 16 may sign up for the Program, once they have read and accepted its Terms & Conditions of participation through the channels that F Zeen has enabled for this purpose at any time.

The channels for requesting enrollment in the Program and for enjoying the advantages associated with it, are as follows:

- a) Website: go to [www.fzeenretreat.com](http://www.fzeenretreat.com) and complete the registration form online
- b) Exclusivi App, giving you the opportunity to redeem credits at the hotel and while your stay at F Zeen or any other means made available by F Zeen in which the customer can give their express consent to enrollment in the Program.

You must have a valid personal email address in order to be able to enroll in the Program. The same email address for two or more partners will not be accepted.

Enrollment is also processed automatically upon booking online, <https://fzeen.reserve-online.net/>. If enrolment in the program is successful upon booking no online registration with the same email address will become accepted

The Program does not offer co-membership joint membership.

#### 2.2. REWARDS CATEGORIES

F Zeen Rewards customers have a personal, non-transferable account number which will identify them with their personal data and allow them to participate in the Program, information on which the customer will have available on their account or through the app.

There are four tiers in the Program, depending on total spend the guest has accumulated in the Program's participating

If a change of category is required, the benefits associated with the new category will become available as soon as the categorization is changed. This process will exclude the following, which will not be calculated for any reason: group rates,

air crew, travel agent and F Zeen employees. Each category will have the right to certain benefits, described on the website [www.fzeenretreat.com](http://www.fzeenretreat.com)

Details of the benefits are as follows:

- a) Earning points on the total of the invoice, provided that the services used are those managed by F Zeen and that they are associated with the invoice for the stay.
- b) Redeeming credits to pay for stays and/or restaurant service, boutique and other perks included in the Program and associated with a stay at F Zeen.
- c) Enjoying the advantages, benefits and exclusive promotions of the Program, depending on the category.

Any benefits referring to exclusive Rewards rates will only apply to bookings made directly at F Zeen hotel through the aforementioned channels or central reservations.

The advantages of the program are granted solely to natural persons who will personally take advantage of their membership benefits. Legal persons may enroll in the program, but they may accumulate points only by using in-house services (same conditions as the third-party bookings apply).

### **2.3. POINTS**

Points earned at the program are called “Lifetime Points”.

#### **Earning points**

- Points are collected upon booking confirmation.
- On each euro spent either on accommodation or the hotel’s outlets (when in-house) the guest earns 10 points. No points are collected for in house spending after check out nor credit can be redeemed.
- For third-party bookings, such as but not limited to: online channels and travel agents, points are earned only upon in-house spending, if the guests staying at the hotel will agree to become Members of the Program during their stay, or they are already Members that for any reason have chosen not to book direct.
- Earning points and redeeming credits is done personally by the Member. Points are not transferable and cannot be exchanged for money or other goods other than those specified in the Program.
- Points can be earned on stays and extra services used during stays when associated with the Program, at different rates and with specific limitations and restrictions for each reservation.
- Points will be collected by the Member identified as the main guest for the stay. In the case of booking multiple rooms, the main guest should outline upon arrival whether they wish for their points and corresponding credit to be parted amongst the rest of the guests and guests should agree to do so by accepting these Terms & Conditions and registering to the Program.
- In the case of a client no-shows, or cancellation the collection of points both basic and promotional will not be credited to the account.
- New Members, once signed up to the program, will begin to earn F Zeen Rewards points from their first stay in a participating hotel on-ward.
- Points from the Program cannot be converted or transferred to other current F Zeen program.

#### **Expiry of points**

The points on the F Zeen Loyalty Program will determine your tier and the corresponding benefits, after 2 years from the date the points were earned, they will expire and the tier the Member belongs it might change (the points can’t be redeemed).

#### **Rates eligible for earning points**

All rates earn points for each room except for promotional, group, meeting and conference, air crew and travel agent. Also excluded are all bookings made through online sales channels outside the F Zeen channel or through intermediaries.

F Zeen reserves the right to amend the list of eligible rates. This list can be consulted through F Zeen Loyalty Members, F Zeen reservations department or at the hotels.

### **2.4. CREDITS**

#### **Earning credit**

- Credit is earned on booking accommodation spend (multiplier to be determined by the tier).
- Credit is earned on outlet spent and depending on the tier it will be adjusted accordingly (ex. 10% credit from outlet spent).
- When booking multiple rooms, of different categories, credit will be earned based on the tier each booking allocates you to individually, not the total.
- When booking through a third-party, credit is earned only upon in house spending after reaching the 2nd tier (accommodation excluded).
- Credit is earned on in house spending on either of the below:  
Restaurant – Spa – Boutique – Tennis – Golf simulator – Private classes – other paid activities organized by the hotel and not a third party (snorkeling/hiking)

#### **Redeeming credit**

- Credits cannot be transferred to other program, either existing, either created in the future or any external third-party program.
- Credits cannot be redeemed on accommodation through third-party bookings (ex. Booking, Expedia etc.).
- Credit could be redeemed on accommodation upon booking or before, by contacting reservations directly.

#### **Redeeming credits for overnight stays and restaurant services**

- Points can be redeemed on rooms at all rates except for promotional, group and travel agent rates. Also excluded are all bookings made through online sales channels outside the F Zeen channel or through intermediaries.
- Credits are redeemed on the final value spent (excluding local tax). Customers have the option for “Mixed Payment”, which allows for payment with both cash and credits.
- Credits can only be redeemed from one account.
- The Loyalty Member must be registered on booking.
- Credit can only be redeemed in restaurant, boutique and accommodation where applicable.

### **3. LIMITATIONS TO THE PROGRAM**

There are limits with regard to earning Points and using Credit. Members shall at all times have access to the updated list in the Program at any given time at the F Zeen website or by calling the reservation department of the hotel.

At the time where the specific Terms & Conditions are finalized, the expiration date of the Loyalty Program is 2 years after the first point is placed to the Member’s account. Translated to the exact period of 720 days. The day starts at 00:00, ending at 23:59.

After the guest’s check out no points will be accumulated from in house spending if the guest chooses to keep using the services provided in the hotel nor redeem existing credit.

In case of mixed payment with credit, cash and credit card will be accepted to pay in full the outstanding balance.

- Services provided by exterior partners won’t be liable for accumulating points or redeeming credits.
- Credit cannot be redeemed in the spa.
- Credit redeemed on the Restaurant and the Boutique cannot exceed 40% of the bill.
- Room credit can only be redeemed upon booking confirmation. Therefore credit on accommodation cannot be used on an existing during a guest’s stay at the hotel.
- Accommodation discounts limited to direct bookings only.
- Credit Redeemed on Accommodation cannot exceed 80% of the cost of the room.

### 4. F ZEEN LOYALTY WEBSITE & EXCLUSIVI APP

Once the user has enrolled as a Member of the Program, they can access the private pages of the Program's website & Exclusivi App via a personal code, as long as correct identification is provided.

By accessing the private pages of the Program, the Member: Can see virtual Card, points and credit balance, on the current time, find out information on the Program, and all other operations made available by F Zeen to the Member.

F Zeen accepts no responsibility whatsoever for unauthorized access by a third party to the Members' area of the Program website nor for any fraudulent use that the Member may make of data or information.

### 5. CANCELLATION OF THE PARTICIPATION ON F ZEEN LOYALTY

Membership in the Program has no expiry date, but the account may be cancelled together with membership in the Program for any of the following reasons:

At the request of the Member: Members may at any time withdraw their participation as a Member of the f Zeen Loyalty Program. To do this, they must send their written request to withdraw from the program via email to [reservations@fzeen.net](mailto:reservations@fzeen.net) providing the following information: Name, Surname, Loyalty Customer number and the email address associated with the F Zeen Loyalty account.

At the request of F Zeen: F Zeen reserves the right to temporarily suspend or permanently cancel the membership of any Member of this Program for any of the following reasons:

- When the Member has not made use of the products and services offered by F Zeen for a period of 24 months and/or if there have been no earning transactions or redemptions.
- When improper or fraudulent use has been made of the Program: breach of Terms and Conditions, payment irregularity or inappropriate conduct in the hotel, notwithstanding claims for damages which could be filed by F Zeen.
- In the event of force majeure or due to legal, governmental or any other type of enforcement which makes it necessary to cancel the Program.
- When required to do so for reasons of F Zeen's corporate strategy.
- Due to the death or disappearance of the Cardholder Member

In all of the aforementioned cases, the Member shall automatically lose the right to use the Card and the advantages associated with the Program, losing all the Points accumulated on the Points account.

In the event of cancellation due to F Zeen's corporate strategy, a period of 6 months will be granted to Members for the sole purpose of redeeming their Credit, with the subsequent forfeiture of earning credit and of the associated benefits and advantages.

In each and all of the cases listed under heading b) above, this being a Program which is free for the Member, the latter expressly waives their right to damages against F Zeen due to cancellation of the Card and/or the Program.

The sale or bartering of Loyalty advantages of the Program is strictly prohibited and will result in the immediate cancellation of the Card and of participation in the F Zeen Loyalty Program.

### 6. RESPONSIBILITY

F Zeen shall not be responsible for:

- the use and/or intended use of the Card and of the accumulated Points by the Member
- any failure of the Cardholder Member to comply with the stated obligations;
- any deficiency, failure in the accumulation of Points, in data processing, etc. which is not directly attributable to F Zeen or which is outside of F Zeen's reasonable control;
- any indirect or consequential damage caused to the Member that could result from the use of the Card or from any of the advantages or services provided pursuant to the present conditions;
- any damages arising from misuse of the Loyalty pursuant to the provisions of these general Terms & Conditions;
- the reliability, availability and continuity of the services made available online to the Member, thus excluding any

liability for damages of any kind which may arise from a lack of availability, reliability or continuity of its website or its services, although it will try to facilitate, to the extent of its capabilities, technical support for the person affected;

- F Zeen does not undertake to control and does not have any prior control over viruses or elements contained within them which may alter the software or hardware of the user or of persons visiting the web pages and will therefore not be liable for damages of any kind which may arise from the same.

## 7. CONFIDENTIALITY AND DATA PROTECTION PRIVACY POLICY

This paragraph provides information on protection of data belonging to F Zeen Loyalty Program account holders.

### **7.1 F ZEEN AND EXCLUSIVI ARE THE COMPANIES THAT HAVE ACCESS AND CAN HANDLE THE DATA OF THE USERS**

#### **7.2 WHAT IS THE PURPOSE OF PROCESSING MEMBERS' DATA?**

We hereby inform you that data provided by Members is processed by F Zeen for the following purposes, given the nature of the F Zeen Loyalty Program:

- a) To manage the Loyalty Program and process your application for membership, to assign your Member number, your access codes to your private area online and to allow you to earn points and redeem your credit.
- b) To customize Loyalty Program services to Members' preferences and tastes, and to get feedback on the service provided in our hotel. This may include sending surveys on quality and the tailoring and customization of services provided by F Zeen.
- c) To send communications relating to your account, including but not limited to, points balance, category of your Card, notifications and anything else which will keep you informed about the status of your account
- d) To send customized commercial communications via email or equivalent methods, about offer and services relating to the Program, unless you object to such processing.

#### **7.3 TYPE OF DATA PROCESSED BY F ZEEN**

In order to correctly provide the services offered by F Zeen, the following categories of data will be processed:

- Identifying data: name, surname, ID card, signature, address, nationality.
- Personal data: date of birth, gender.
- Contact data: email address, telephone number.
- Identification codes or keys of the user and/or Member.
- Transactions for goods and services at F Zeen: Products and services purchased or those about which you have expressed interest.
- Stay preferences
- Navigation data

In any case, F Zeen Loyalty Members guarantee and meet the veracity, accuracy, validity and authenticity of the Personal Data provided, confirm the data is correct and commit to keep these duly updated.

F Zeen will not accept nor process data belonging to anyone under the age of 16 in relation to the Loyalty Program.

#### **7.4 WHY CAN F ZEEN PROCESS MEMBERS' PERSONAL DATA?**

The authority for the aforementioned processing shall be, on the one hand, execution of the contract signed by both parties, for customizing services, management of the program, as well as for sending the Card (only for certain categories), while the consent of the Member will be the basis for sending commercial communication. The data requested from the Member on the registration form are required in order to correctly provide the services of the Program and therefore failure to provide them will result in it being impossible to provide these services. In those cases where data is requested which is not obligatory, this will be indicated in the same form.

### **7.5 WHO WILL HAVE ACCESS TO MEMBERS' DATA?**

Entities participating in the F Zeen Loyalty Program, all those engaged in the hotel sector, as this access is necessary for the correct provision of services linked to the F Zeen Loyalty Program, so that they know the conditions of your stay (price, dates, services included, etc.) and information about your accounts, balance, points and your category, some of which may be located outside the European Economic Area (including in countries where there is no comparable level of protection) as this access is necessary for conducting their normal business.

### **7.6 DATA RETENTION**

The personal data provided will be retained for the duration of the contractual relationship and once this is finished, for the duration of the limitation period for legal actions which may result from it.

### **7.7 COMMERCIAL COMMUNICATIONS**

In order for you to enjoy all the benefits, you agree to us sending you updates, promotions and offers that best suit your profile, via different channels including electronic means, as well as communication about your points balance, points and categories in the Program, promotions and offers from our F Zeen Loyalty Partners. Within our commitment to your privacy, you are reminded that you may access the Terms & Conditions of the program at any time.

### **7.8 PROCESSING OF THIRD-PARTY DATA**

In the event that the Member, at any time, provides data on third parties, this must be with their consent and the Member undertakes to transmit the information contained in this clause, as well as informing F Zeen of any change or update concerning this data.

### **7.9 DATA SECURITY**

F Zeen has adopted all the technical and organizational measures necessary to ensure the security of personal data and to avoid any alteration, loss, unauthorized processing or access, taking into account the state of technology, the nature of the data stored and the risks to which these are exposed, whether originating from human actions or from physical or natural influences. The Member is responsible for the strict confidentiality of your user password, and for access to our website or F Zeen Loyalty Program service or its use by you or anyone using your password (previously provided to them), whether or not this access or use is authorized by you, or on your behalf, and whether this person is your employee, relative or agent. You hereby agree (i) to inform us immediately of any unauthorized use of your password or account, or any other security breach and (ii) to guarantee that you will log out at the end of every session. The Member is solely responsible for monitoring the distribution and use of your password, access to and use of your account, and for informing us of your wish to close your account.

### **7.10 MEMBERS' RIGHTS REGARDING THEIR DATA**

You may at any time contact F Zeen (reservations department) to exercise the following right:

- Revoke your consent for the processing and communication of your personal data.
- Obtain information about whether or not your personal data has been processed.
- Access your personal data.
- Correct inaccurate or incomplete data.
- Request the deletion of your personal data when, for any reason, the data is no longer necessary for the purposes for which it was obtained.
- Limit the processing of your data when any of the conditions provided for in the data protection regulations is met.
- Under certain circumstances, and for reasons relating to their personal situation, interested parties can object to the processing of their data.
- Request the portability of your data.

## **8. PLACE OF JURISDICTION AND APPLICABLE LAW**

The general Terms & Conditions shall be interpreted and applied in accordance with the law in Greece F Zeen and the user, expressly waiving any other jurisdiction, are subject to the user's local courts for any dispute arising from use of the Program. In the event that the user is resident outside Greece and there is no regulation to establish another jurisdiction, F Zeen and the user are subject, expressly waiving any other jurisdiction, to the Greek Courts.