

# TERMS AND CONDITIONS

## General conditions relating to the Offer "**Fast Track for Accor Plus Platinum members**"

1. To the extent that membership of the Programme is mandatory, the ALL – Accor Live Limitless general conditions apply to the Offer. To benefit from the Offer in Accor hotels, the Member must:

- Register for the Offer between **19 January 2022 and 31 December 2022**
- Make their reservation directly via Accor (via the official Accor websites, the Accor mobile apps, the Accor call centre, directly at a hotel). Stays booked via a reseller, tour operator or third-party online travel agent (such as expedia.com, booking.com, etc.) will not be eligible for this Offer.
- Make the Eligible Stay between **19 January 2022 and 31 December 2022**

2. Benefits granted by the Offer

After signing up to the Offer, members may benefit from a Status Nights credit offered after their first Eligible Stay of at least one night in one of the hotels participating in the ALL – Accor Live Limitless, Accor's global lifestyle loyalty programme in accordance with the following scale:

- A Platinum Member signing up to the Offer will be credited **20 Status Nights**

3. In all communications with Accor call centres or Member Services related to this offer, the Member must specify the following reference: **014421**.

4. Any stay partly or entirely paid with ALL – Accor Live Limitless Reward points will not be eligible to receive this offer.

# GENERAL CONDITIONS OF USE FOR THE FAST TRACK OFFER

The Fast Track offer (hereinafter the "Offer") proposed by ACCOR SA (hereinafter "ACCOR"), a public corporation, registered in the Trade and Companies Register of Nanterre under the number 602 036 444 and with registered office at 82, rue Henri Farman – 92130 Issy-les-Moulineaux – France, is designed to enable its Members to benefit from the advantages described below when staying at ACCOR hotels participating in the Offer as well as hotels run by Offer Partners. The purpose of these General Conditions of Use (hereinafter "GCU") is to define the Offer, its terms and the conditions applicable between Members and "ACCOR" relating to the use of the Offer. The GCU can be viewed on the website <https://all.accor.com/loyalty-program/earn/index.en.shtml>. ACCOR reserves the right to modify the GCU at any time. Any such amended GCU for the Offer will take effect on the date of their posting on the website <https://all.accor.com/loyalty-program/earn/index.en.shtml>. The applicable GCU for the Offer are those in force on the date of the website visit. The Offer is only applicable if the legislation of the Member's country of residence permits it. If not, membership to the Offer is deemed null and void.

## DEFINITIONS

**Check-in:** Date of arrival at the hotel. **Member:** Person who is a member of the ALL – Accor Live Limitless loyalty programme, having accepted the Offer and agreed to the General Conditions of Use for the Offer.

**Eligible Night:** Night booked in a participating hotel, at eligible rates via ACCOR distribution channels (websites, Accor reservation centre, hotels) and traditional travel agencies connected automatically with the ACCOR reservation centre. Nights reserved with a reseller, a tour operator or a third-party online travel agency (such as Expedia.com, booking.com etc.) are not Eligible Nights and cannot be accumulated as Status Nights in order to obtain a Status or any Status Nights credit.

**Status Night:** Eligible Night booked by a Member which counts towards gaining access to a Status in accordance with the scale described in article 2.3. **Partner:** Company not operated under one of the ACCOR group brands, but which participates in the Programme by offering its guests the options of joining the Programme and the Offer. **Point:** Unit accumulated by a Member, based on a scale, following an Eligible Stay in a hotel participating in the Programme, an eligible service consumed through a Partner or within the framework of a special offer or promotional operation. There are two types of Points: Reward points and Status points.

**Reward points:** Points obtained by a Member which the Member can convert into Rewards in accordance with the ALL – Accor Live Limitless loyalty programme.

**Status points:** Points obtained by a Member enabling access to the different Status levels of the ALL – Accor Live Limitless loyalty programme. **Programme:** ALL – Accor Live Limitless loyalty programme (hereinafter the "Programme")

**Eligible Stay:** Stay booked in a participating hotel, at eligible rates and via ACCOR distribution channels and travel agencies automatically connected to the ACCOR reservation centre.

**Status:** Level subject to the number of Status Nights accumulated by the Member over a given period.

**Eligible rates:** All public, corporate and promotional rates are eligible, with the exception of the following rates: - room rates for group reservations when rooms are billed and paid for globally by the organiser (excluding the Meeting Planner promotional offer);

- rates that may be offered to collaborators of our partners (travel, tourism industries etc.) also called "Partner Rates";
- room rates for crews (airlines, shipping companies or others);
- rates for ACCOR employees, employees of Partner companies and service providers of the ACCOR group;
- tour operator rates.

## FEATURES OF THE OFFER

**Hotels participating in the Offer:** Nearly 3,800 hotels worldwide are participating in the Offer, including establishments operated under the brands Sofitel, Pullman, MGallery, Grand Mercure, Novotel, Novotel Suites, Mercure, Adagio (including Adagio Access and Hipark by Adagio), ibis, ibis Styles, The Sebel; The following establishments and brands are not participating in the Offer: [https://all.accor.com/gb/loyalty-program/user/hotels\\_exception.shtml](https://all.accor.com/gb/loyalty-program/user/hotels_exception.shtml). The list of establishments not participating in the Offer is subject to change. The updated list can be found on the website: [https://all.accor.com/gb/loyalty-program/user/hotels\\_exception.shtml](https://all.accor.com/gb/loyalty-program/user/hotels_exception.shtml). The benefits of the Offer will no longer be valid after the date on which the establishment leaves the network or terminates its participation in the said Offer.

**General conditions relating to the Offer:** To the extent that membership of the Programme is mandatory, the ALL – Accor Live Limitless general conditions apply to the Offer. To benefit from the Offer in ACCOR hotels, the Member must:

- register for the Offer between 19 January 2022 and 31 December 2022
- make a reservation between 19 January 2022 and 31 December 2022
- make an Eligible Stay between 19 January 2022 and 31 December 2022

**Combination of the Offer with other Offers:** The Offer can be combined with other offers to earn bonus Reward points or current promotional benefits. However, Members cannot sign up to several Fast Track Offers available during the same period of stay. Registration for a Fast Track Offer means the Member cannot sign up for another Fast Track Offer (even if more favourable) valid during the same period of stay.

Members cannot unsubscribe from a Fast Track Offer in order to subscribe to another offer valid during the same period of stay.

**Offer validity period:** The Offer is valid from 19 January 2022 – 31 December 2022 for registration and bookings.

**Benefits granted by the Offer:** In accordance with the General Conditions of Membership of the ALL – Accor Live Limitless loyalty programme, when a Member records an Eligible Stay in one of the hotels participating in the Programme, including at least one paid night actually spent at the hotel by the Member, the Member's account is credited with the Status Nights corresponding to the stay in the following ways:

- A Classic Member gains Silver Status on accumulating 10 Status Nights
- A Silver Member gains Gold Status on accumulating 30 Status Nights
- A Gold Member gains Platinum Status on accumulating 60 Status Nights
- A Platinum Member maintains Platinum Status by maintaining 60 Status Nights

Only the reservation for the room occupied by the Member is counted as an Eligible Night.

The reservation by a Member of several rooms only counts as one Eligible Night. After signing up to the Offer, Members may, depending on their status, benefit from a Status Nights credit offered after their first Eligible Stay of at least one night in one of the hotels participating in the ALL – Accor Live Limitless loyalty programme in accordance with the following scale:

- A Platinum Member signing up to the Offer will be credited 20 Status Nights

The Status Nights offered are automatically credited to the Member's customer account within ten days of the end of stay at the hotel.

The Status Nights offered are added, where applicable, to the Status Nights that the Member has accumulated during the calendar year in accordance with the ALL - Accor Live Limitless loyalty programme. Conditions for awarding Status Nights credits. The Status Nights can only be credited once the Member has signed up to the Offer, and only during the Offer's validity period. Status Nights cannot be transferred to another Member. They are strictly personal and non-transferable. By adhering to the GCU for the Offer, the Member recognises and accepts that the Status Nights do not constitute a means of payment and have no monetary value. Only Eligible Stays booked at an eligible rate give entitlement to the Offer benefits.

## **SIGNING UP TO THE OFFER**

### **Membership conditions The Offer is open to:**

- Any Member of Accor Plus with Platinum Status who has personally received an invitation to benefit from the Offer and the link allowing them to register for the Offer.

The accumulation of Reward points or Status points cannot in any case provide an entitlement to register for the Offer. Registration for the Offer is free. Registration for the Offer is not open to groups. Registration for the Offer by personal invitation received from Accor Plus must be made between 19 January 2022 – 31 December 2022. Any Member joining the Offer must accept these General Conditions of Use for the Offer without reservation. These GCU prevail over any previous text.

**Membership terms:** After registering online for the Offer, the Member will receive an email to the address given, confirming their registration for the Offer and the effective date of membership. The Offer can be viewed on the Member's customer account. To benefit from its advantages, the Member must present their membership card or indicate their card number when making each reservation.

## **COMMUNICATION RELATING TO THE OFFER**

Having joined the Offer, a Member can view all of the information relating to their membership to the Offer in their customer account on the website [all.accor.com](https://all.accor.com). Electronic commercial communications relating to the Offer may be sent to a Member who has previously agreed to receive this type of communication by subscribing to commercial offers. If the Member no longer wishes to receive commercial communications relating to the Offer by email, they may at any time unsubscribe from the commercial offers by clicking on the unsubscribe link at the bottom of the said email, without this affecting membership. Any change of electronic or postal address, name or any other information that may be necessary must be made as soon as possible by the Member on their customer account on the website <https://all.accor.com/france/index.fr.shtml>

## RESPONSIBILITY OF THE MEMBER

The commitments or rules to be observed by the Member under penalty of exclusion from the Offer are as follows: Comply with the internal regulations of hotels participating in the ALL – Accor Live Limitless loyalty programme. Present your card and/or membership number at the time of reservation and upon arrival at the hotel.

Do not lend or transfer your membership card to a third party. In the event of loss or theft: the Member must inform ACCOR as soon as possible using the "Contact" section on the tab on the [accorplus.com](https://www.accorplus.com) website, then "Declare a card lost, stolen or not received".

## PERSONAL DATA PROTECTION

The data collected is processed by ACCOR, the controller, whose head office is located at 82 rue Henri Farman, 92130 Issy Les Moulineaux, within the framework of membership to and management of the Offer as well as managing complaints and sending commercial information and communication to prospective customers and in relation to participating in the Offer. This information is sent to ACCOR as well as its subsidiaries and commercial and contractual partners (service providers, car hire companies, hotels etc.). It will be protected as described in the Personal Data Protection charter, accessible from the "Personal data" tab on the [all.accor.com](https://www.all.accor.com) website. Members' data may be transmitted, under certain circumstances, for the aforementioned purposes, to recipients located in countries that are not members of the European Union and do not have a protection standard.

Consequently, appropriate and adapted guarantees are put in place, a copy of which may be requested by any member. ACCOR also implements, on the basis of its legitimate interest, the processing of personal data with the aim of detecting and managing anomalies, and in particular fraud, which may occur when a Member signs up to the Offer or when crediting Status Nights. The data collected in this context is sent to personnel authorised by ACCOR, its service providers and, if necessary, Programme Partners as well as the manager of the hotel affected by an anomaly. Members are informed by email of any detected anomalies concerning them. Any Member has the right to request access to their personal data, and the rectification, erasure, limitation or opposition to processing and portability of their data by writing to [data.privacy@accor.com](mailto:data.privacy@accor.com). A Member also has the right to give instructions as to how this information should be processed following their death.

The Member also has the right to file a complaint with a supervisory authority. In accordance with the provisions of the law of 6 January 1978, the Member has a right of access, interrogation and rectification of the data concerning them, as well as a right of opposition for legitimate reasons to the personal data concerning them being subject to processing and a right of opposition to being used for marketing, in particular commercial marketing. Members may exercise their rights by writing to [data.privacy@accor.com](mailto:data.privacy@accor.com).

## COMPLAINTS

In the event of any complaint concerning the crediting of nights spent in participating hotels, the Member has a period of 6 months from the date of check-out to file a complaint for the missing Status Nights.

The complaint must be made from the "help and assistance" section of the [accorplus.com](http://accorplus.com) website, by selecting "Contact".

## LANGUAGE

These General Conditions of Use for the Offer and any communication relating to the Offer are written in French and have been translated into various foreign languages depending on the nationality of the recipient.

In case of contradiction with any version in a foreign language, the provisions of the French version shall prevail.

## APPLICABLE LAW AND COMPETENT JURISDICTION

The General Conditions of Use for the Offer are governed by French law, without hindering the mandatory protective provisions that may be applicable in the country of residence of the Member in question. In the event of any dispute or litigation that might arise in relation to this document between a Member on the one hand and ACCOR on the other, the parties undertake as a priority to seek an amicable settlement. After having contacted Accor's customer service team via the heading "Contact us" on the website to try and resolve the dispute amicably, and in case of a negative response or no response within sixty (60) days of the claim, the Member may engage the relevant mediation service, Médiateur du Tourisme et du Voyage - BP 80303 - 75823 Paris Cedex 17. The Mediator's referral procedure and contact information are available on the website [www.mtv.travel](http://www.mtv.travel).

A referral to the Mediator can be made within twelve (12) months of the first complaint.

The Mediator's referral form is accessible from the following link: [www.mtv.travel](http://www.mtv.travel). The Member is also notified of the existence of a European Online Dispute Resolution ("ODR") Platform to which they may refer the matter. The Member may access it at the following link:

<https://ec.europa.eu/consumers/odr/main/index.cfm?event=main.home.chooseLanguage>

The Member is also notified of the existence of a European Online Dispute Resolution ("ODR") Platform to which they may refer the matter. The Member may access it at the following link. The Member remains free to agree or disagree to make recourse to mediation and, in the event of recourse to mediation, each party is free to accept or refuse the solution proposed by the mediator. All difficulties relating to the interpretation or execution of these General Conditions of Use for the Offer will be subject, in the absence of an amicable agreement under the above conditions, to the exclusive jurisdiction of the competent courts of Paris, even in the event of summary proceedings, third-party proceedings or multiple defendants. As an exception to the foregoing, it is specified that the Member, as a consumer, can choose to bring any dispute before the courts of their place of residence or, optionally, before any other jurisdiction with territorial jurisdiction under the code of civil procedure, in accordance with article R. 631-3 of the Consumer Code.