



## MyMaritim - General Terms & Conditions

Maritim Hotelgesellschaft mbH, based at Herforder Strasse 2, 32105 Bad Salzuflen, Germany (hereinafter referred to as 'Maritim') is the provider of the "MyMaritim" loyalty programme.

The Loyalty Programme is operated according to the terms and conditions set out below ("Programme Terms and Conditions"), unless expressly stated otherwise. By enrolling in the loyalty programme and by accepting loyalty programme membership services, you agree to the programme's terms and conditions and the application of the associated member benefits. The programme's terms and conditions form the exclusive basis for membership of the loyalty programme. It is the Loyalty Programme members' responsibility to familiarise themselves with the programme's terms and conditions and any future changes to the programme's terms and conditions.

### I. PARTICIPATION IN THE LOYALTY PROGRAMME

#### 1.1 Eligibility to participate

1.1.1 Loyalty programme membership is free and available to any individual aged 18 years or older, having full legal capacity and who provides complete and correct information about him/herself when registering for the loyalty programme. Individuals may only have one member account per person.

1.1.2 The loyalty programme is offered in both German and English. Members shall ensure that they read and understand the terms and conditions of the loyalty programme, the point balance notifications and other company communications concerning the loyalty programme so that they are able to understand their rights, obligations and their loyalty programme status.

#### 1.2 Membership status levels

1.2.1 Loyalty programme membership is divided into "Blue", "Gold" and "Platinum" categories in ascending order. Every participant receives Blue status when registering. For Gold and Platinum statuses, the conditions outlined in section 4.3 shall apply.

### II. REGISTRATION FOR MYMARITIM

2.1 Registration is carried out on the Maritim homepage. Once the registration form has been filled out correctly and completely, the terms and conditions of participation and the data protection guidelines have been read and actively confirmed and an email address has been provided for verification, the participant will automatically be assigned a membership number and Blue status. Upon receipt of their membership number, the member is entitled to make use of Blue status programme content. The new member shall also receive a welcome email as well as a one-off, automatic credit of 1,000 points to their points account. Maritim can, however, refuse loyalty programme membership for good cause and can rescind the automatic assignment of a membership number and the crediting of points. These reasons might include, for example, Maritim's termination of an earlier membership for good cause (see section 3.4.4.2) or already having an existing member account (see section 3.1.2).



### **III. MYMARITIM MEMBERSHIP**

#### **3.1 Member account**

3.1.1 The member account is a personal account and the benefits of the loyalty programme are non-transferable unless otherwise expressly indicated.

3.1.2 A member may, at no time, have multiple loyalty programme accounts. Maritim can delete duplicate member accounts.

#### **3.2 Personal profile**

3.2.1 The information provided by a member when registering for the loyalty programme or during membership is stored in a personal preference profile within the member's account. All information provided by a member in their personal profile must be valid and correct; the member is responsible for keeping the data in his/her personal profile up to date.

3.2.2 A member can independently enter and change their mobile phone number, birthday, email address or postal address in their personal profile on the Maritim website. For the smooth operation of the MyMaritim programme, members must keep their personal data up to date and complete.

3.2.3 The data and information that a member makes available to Maritim when registering for the loyalty programme and when redeeming points will be processed in accordance with [Maritim's data protection guidelines](#), to which the member will have already agreed when registering.

#### **3.3 Communication in the context of membership**

3.3.1 The submission of relevant information is important in order to be able to administer the loyalty programme and enable all members to maximise the benefits of their membership. Members will receive notifications about the loyalty programme in accordance with applicable law.

3.3.2 Notifications about the loyalty programme will be sent to members by e-mail to the email address listed in the member's account at the time. Messages sent to the email address on file are deemed to have been received one working day after they are sent. Members are responsible for keeping their email address up to date. Maritim assumes no responsibility for e-mails that are misdirected or undeliverable, or the consequences thereof, stemming from a breach of this obligation.

3.3.3 In the context of the programme's operation, the members shall automatically receive the following communications by email:

- a) A welcome email
- b) The member's revised account balance after each transaction, if points have either been earned or spent
- c) Change of membership status
- d) Notification if points will expire imminently and about the expiration of points
- e) Membership Deactivation
- f) Points credit for birthdays (if specified in the profile)

3.3.4 4 If a member has independently registered in the double opt-in procedure for e-mails for marketing purposes, that contain advertising and/or information about points campaigns etc., the company may, from time to time, send members these sorts of offers by e-mail. Members can change their personal information and communication preferences at any time



through their personal profile on the loyalty programme website or unsubscribe from promotional newsletters. [Link](#). All the data that that the member stores here will be used exclusively for Maritim's own advertising purposes and will not be passed on to third parties at any time.

3.3.5 A member can use his/her personal login on the loyalty programme's website to view his/her point balance, his/her account movements and update his/her personal data and preferences in the account profile.

### **3.4 Membership Termination**

#### **3.4.1 Membership termination due to inactivity**

The member account will be automatically deleted after 24 months of inactivity (calculated from the time of the last points earned for a qualifying overnight stay). All as yet unredeemed points, as well as the membership status achieved, will lose their validity and can be neither reactivated nor transferred following deletion.

3.4.2 If a member account is deleted due to the member inactivity, the member can apply for membership in the loyalty programme again at a later date. Points and qualifying overnight stays that have previously expired will not, however, be re-credited to the new member account.

#### **3.4.3 Termination for good cause**

3.4.3.1 Regardless of a member's status, Maritim can terminate a member's membership at any time with immediate effect for good cause. 'Good cause' includes, among other things, if:

- a) the member is in arrears with regard to the payment of an invoice amount due for a participating hotel's services despite being reminded
- b) the member has behaved in an inappropriate, fraudulent, abusive or otherwise hostile manner towards the company or the participating hotel's employees, customers or partners
- c) the member has culpably breached the programme's terms and conditions; or
- d) the member has fraudulently claimed eligibility to earn or redeem points or to enjoy benefits.

The company's rights to claim against the member shall remain unaffected and shall not be restricted by the programme's terms and conditions.

#### **3.4.4 Impact of Membership Termination**

3.4.4.1 If Maritim terminates membership of the loyalty programme for good cause in accordance with Section 3.4.3, all the member's unredeemed points shall lose their validity without replacement and the member concerned will no longer be able participate in the loyalty programme in the future.

3.4.4.2 In the event that Maritim terminates a member's membership, the person concerned may not apply or sign up for loyalty programme membership again. Any member account that was opened in violation of the aforementioned regulation will be closed and the points earned on this account will lose their validity without replacement and with retrospective effect.

3.4.4.3 All membership statuses end when the membership is terminated.



### **3.5 Programme modification**

3.5.1 Maritim reserves the right to terminate the MyMaritim loyalty programme at any time, remove or add certain benefit segments or change the value of points. Changes or additions to the programme will be communicated to the members by email and will also be published on Maritim's website.

3.5.2 If Maritim terminates the programme, all unredeemed points will remain valid for 6 months after termination of the programme, after which time they lose their validity.

3.5.3 Availability and Changes to Benefits.

3.5.3.1 All loyalty programme benefits and services are granted subject to availability and can be changed at any time without prior notice.

3.5.4 Eligibility for Receipt of Benefits

3.5.4.1 It is the member's responsibility to verify that they are eligible to receive these sorts of benefits or services from the loyalty programme under applicable laws and any guidelines relevant to the member for accepting benefits and inducements. Maritim does not carry out this sort of test.

## **IV. MYMARITIM SERVICES**

### **4.1 Registration**

4.1.1 Registration for the loyalty programme is free of charge

### **4.2 Welcome points**

4.2.1 After successful registration, the member shall receive an automatic credit of 1,000 points to his/her member account.

### **4.3 Status level**

4.3.1 Following successful MyMaritim registration, the member is automatically given Blue status. Progressing to a higher status depends on the number of qualifying overnight stays. If the member accrues 10 qualifying overnight stays within a period of a maximum of 12 months after registration, he or she shall be promoted to Gold status, and if the member accrues 30 qualifying overnight stays within a maximum of 12 months, they shall progress to Platinum status. The 12-month period restarts following a status change.

#### **4.3.2 Qualifying Overnight stays**

For a "qualifying overnight stay" the following requirements must be met: An overnight stay at a participating hotel by a member who provides his/her membership number when making the reservation on the Maritim website or using the Maritim Service Centre Reservation Line and pays a qualifying rate in accordance with section 5.3.1 or redeems points for it. If a member books several rooms, they can collect points for several rooms at the same time, but limited to a maximum of three rooms per night. The condition is that the member stays in one of the rooms themselves and that qualifying rates are paid by the member for all (maximum) three rooms. If the member has booked more than three rooms and has paid qualifying rates for them, the points are always credited for the room the member actually stays in him/herself and – if the rooms are in different categories – for two rooms in the highest category or, if inapplicable, simply for two other, randomly-chosen rooms.



#### 4.3.3 Validity of the status level

In the case of active membership that has not been terminated, the member shall always receive the benefits of at least Blue Status. If the member has progressed to a higher status level based on the criteria outlined in Section 4.3.1, the member has 12 months from the date of acquisition of the new status to retain it by satisfying the requisite number of qualifying overnight stays. If this is not achieved, the status will be reduced again after 12 months according to the number of qualifying overnight stays achieved in this period. A promotion to a higher status, however, always takes place immediately after attainment of the requisite number of qualifying overnight stays.

#### 4.4 Participating Hotels

The "Participating Hotels" are all Maritim Hotels in Germany.

#### 4.5 Earning Points

Depending on the status acquired, a member receives points according to the conditions in section 5.

#### 4.6 Member Rates

Members have access to special 'member rates' in the Maritim website's password-protected member area. Members may only book these special rates on the Maritim website or using the Maritim Service Centre Reservation Line.

#### 4.7 The Hotel's On-site Services

If the member books a qualifying rate (description under section 5.3.1), they shall receive a 0.75 litre bottle of water upon arrival as well as a dressing gown and bath shoes on loan during their stay at a participating hotel. Accompanying adults in the member's room shall also receive a dressing gown and bath shoes on loan. If the member has Platinum status, they shall also receive a snack selected by Maritim upon arrival. If a member has booked and paid for several rooms, these benefits shall only apply to the room that the member will occupy him/herself.

#### 4.8 Points credit for a birthday

If the member has independently entered the relevant birthday information in his/her MyMaritim member profile then, on his/her birthday, and irrespective of the bookings made on his/her member account, he/she shall automatically receive 500 points in the Blue status, 1,000 points in the Gold status and 1,500 points in the Platinum status.

#### 4.9 Points Credited for Changing Status

If the requirements specified in section 4.3 have been met and the member progresses to a higher status, the member will automatically be credited 1,500 points for Blue to Gold and 2,500 points for Gold to Platinum in their member account on the day after acquiring the new status.

#### 4.10 Early Check-in/Late Check-out

If a member has Gold or Platinum status, and they have booked a qualifying rate, they can, at no extra cost, occupy the booked room from 12 noon on the day of arrival and until 4 p.m. on the day of departure. This benefit is only granted upon prior request by the member and subject to availability.



#### **4.11 Access to the Hotel's Wellness Facilities**

If a member has Gold or Platinum status, and they have booked a qualifying rate as part of the corresponding hotel stay, the member can use the hotel sauna and, if available, the fitness room daily at no extra charge.

### **V. EARNING POINTS**

Members can earn points for eligible transactions when booking one of the participating hotels on [www.maritim.com](http://www.maritim.com) or using the Maritim Service Centre Reservation Line.

#### **5.1 Scoring System**

5.1.1 Depending on the status acquired, members shall receive points for every full euro that is paid by the member on eligible transactions. Blue members receive 3 points per euro spent, Gold members 5 points per euro spent and Platinum members 7 points per euro spent.

#### **5.2 Eligible Transactions**

5.2.2 Eligible transactions are only generated if booking qualifying rates for stays at German Maritim Hotels using the Maritim website or when booking by telephone using the Maritim Service Centre Reservation Line.

#### **5.3 Qualifying Rates**

5.3.1 A "Qualifying Rate" is the rate a Member pays for an overnight stay at a Participating Hotel that is eligible for points-earning. The qualifying rates include all rates that can be booked on the Maritim website or using the Maritim Service Centre Reservation Line, unless they are described as non-qualifying rates underneath or in the rate description. Unless specifically stated otherwise, members shall receive the benefits according to their status when staying at qualifying rates.

The following rates do not count as qualifying rates:

- a) The room was not booked directly on the Maritim website or using the Maritim Service Centre Reservation Line, but was made through a third party provider such as travel agencies, tour operators, group organisers, online travel platforms, global distribution systems or using other external channels.
- b) Travel industry rates for employees in the travel industry, including crew rates
- c) Journalist rates
- d) Special rates for dealers and suppliers
- e) Rates for employees, relatives and friends (Staff Rates, Family & Friends)

#### **5.4 Crediting of points**

5.4.1 Points are credited upon departure to the membership number given when booking. After departure, the member will automatically receive their updated point balance by email.

#### **5.5 Cancellations**

5.5.1 If a qualifying rate has been booked by the member and then cancelled, the member will, according to their membership status and retrospectively, be credited the points corresponding to cancellation costs that the member pays to Maritim. To do this, the member must send a copy of their cancellation cost invoice to [mymaritim@maritim.de](mailto:mymaritim@maritim.de).



## **5.6 Participating Hotels**

5.6.1 If a participating hotel withdraws from the loyalty programme (e.g. due to a change of operator), no more points can be collected for any stays and transactions at this hotel after the withdrawal, regardless of when the booking was made. As soon as the hotel has withdrawn from the loyalty programme, points can no longer be redeemed for bookings with this hotel made for after the hotel's withdrawal. However, if points have already been redeemed for bookings that have already been made for after the withdrawal, this redemption shall remain unaffected and will not be rescinded (except in the event of a cancellation in accordance with Section 6.3).

## **5.7 Personal Earning**

5.7.1 Only the member him/herself can earn points for qualifying transactions for his/her own member account.

## **5.8 Taxes**

5.8.1 The points that the member earns by participating in the loyalty programme and other benefits under the loyalty programme may be taxable. The member is solely responsible for fulfilling all tax obligations arising from the loyalty programme as a result of the receipt or redemption of points and benefits, including the duty to explain/disclose such benefits.

## **5.9 Validity of Points and Point Expiry**

5.9.1 Points are valid for 24 months from the date they are awarded. After 24 months, the points automatically expire and become invalid if they have not been used within the validity period. Maritim will notify members at least 6 weeks before their points are about to expire.

5.9.2 Once points have expired, or been cancelled, they cannot be re-credited. The member's ability to earn new points shall remain unaffected, unless the member's account has been deactivated.

## **VI. REDEEMING POINTS**

### **6.1 Points value upon redemption**

6.1.1 A member may only redeem the points he/she has collected when booking on the Maritim website or using the Maritim Service Centre Reservation Line in the ratio of 1 point = 1 cent (EUR) and reduce any invoice amounts in this way. There is no minimum balance, redemption is possible from the 1st point. If the points balance exceeds the invoice amount, the points collected first will be used first.

6.2 A cash payout for points is not possible.

### **6.3 Re-crediting of redeemed points in the event of cancellation or a no-show**

If the booking for which points were redeemed is cancelled, the points will be returned in full and will retain their original validity for 24 months from the date of earning. Conversely, in those cases in which no free cancellation was possible, the member must also pay the part of the cancellation costs for which a reduction in the invoice amount was previously intended by redeeming points. At the express request of the member, there is the option of paying cancellation costs in full or in part with the points balance, depending on the number of points. The above regulations apply accordingly in the event of a member's unannounced no-show.



## **VII. AMENDING THE PROGRAMME'S TERMS AND CONDITIONS**

**7.1** Maritim reserves the right to amend the programme's terms and conditions and the conditions mentioned herein (such as the rules relating to points, benefits, perks, offers) from time to time in accordance with the following provisions:

7.1.1 Maritim can amend the programme's terms and conditions at any time if this is necessary due to actual changes (e.g. of contact information), new technical developments or similar circumstances. Maritim will notify the members by e-mail at least 6 weeks before such a change comes into effect.

7.1.2 Maritim can also amend the programme's terms and conditions mentioned herein in the event of a change in legal provisions or in the event of a change in jurisprudence affecting one or more provisions of the programme's terms and conditions. In this case, the conditions concerned must be adjusted so that they correspond to the changed legal situation. Maritim will notify the members by e-mail at least 6 weeks before such a change comes into effect, unless it is legally, or for other legal reasons, obliged to implement the change(s) sooner.

7.1.3 Maritim can amend the programme's terms and conditions if the changes do not, in breach of good faith, disadvantage the members and the members have the opportunity to object to the change. In this case, Maritim will notify members of the changes by email. If a member does not object to the changes in writing within 6 weeks, this shall be considered consent and the changes will take effect after the objection period has expired. When announcing changes, Maritim will expressly point out this consequence of a failure to object. If a member objects to a change, his/her membership can be terminated by ordinary termination.

7.1.4 In the event of changes to the programme's terms and conditions, Maritim will always take appropriate account of the members' legitimate interests. Claims for damages by members due to changes in the programme's terms and conditions are excluded.

**7.2** Unless otherwise stated, the updated version of the programme's terms and conditions for participation in the loyalty programme will apply from the date of entry into force.

## **VIII. TERMINATION OF THE LOYALTY PROGRAMME**

**8.1** Maritim can, at its own discretion, terminate the loyalty programme with a notice period of three months for all active members or replace it with a similar loyalty programme. After the termination of the loyalty programme takes effect, a member cannot earn any points or claim any benefits from the loyalty programme.

**8.2** Upon termination of the loyalty programme, all unredeemed points and unused rewards shall expire after 6 months without any compensation or replacement obligation or liability on the part of the company (see point 3.5.2).





## **IX. PRIVACY**

**9.1** The personal data that the members provide to Maritim is processed and stored in accordance with Maritim's data protection guidelines.

**9.2** All members must actively agree to Maritim's data protection guidelines in order to participate in the loyalty programme and to receive the communication necessary for the programme's operation.

## **X. MISCELLANEOUS**

**10.1** German law shall apply, to the exclusion of the UN sales convention.

**10.2** Maritim shall not take part in dispute settlement proceedings before consumer arbitration boards.

**10.3** Should any one of the programme's conditions be or become ineffective, the effectiveness of the remaining conditions shall remain unaffected.

*Valid as at: January 2021*