

## General terms and conditions for the *boutique.* benefits programme

The following conditions govern the *boutique.* benefits programme run by i31 Hotel GmbH in Berlin for participating guests. By participating in the *boutique.* benefits programme, guests are able to earn points on the *boutique.* benefits programme card for every overnight stay, breakfast and consumption at the Cozy Bar. Once a certain number of points has been reached, the *boutique.* benefits programme member (hereinafter "member") can use these *boutique.* benefits programme points (hereinafter „points“) for future stays at the Boutique Hotel i31, or cash them in for gifts.

### 1. General information

The benefits associated with *boutique.* benefits programme membership are offered and managed by i31 Hotel GmbH, Invalidenstrasse 31, 10115 Berlin. The aim is to provide *boutique.* benefits programme members with the benefits described below once they have registered free of charge and stayed at the Boutique Hotel i31.

The rights and duties of i31 Hotel GmbH as part of the *boutique.* benefits programme may be assigned or transferred to other affiliated or independent companies at any time. In these cases, the service shall continue under the management of this company.

### 2. Conditions of participation

#### 2.1 Membership

Any natural person aged 18 and over may participate in the *boutique.* benefits programme. Multiple registrations are not permitted. There is no legal entitlement to participate. Staff of i31 Hotel GmbH are not permitted to participate.

#### 2.2 Registration

Registering for the personal *boutique.* benefits programme member account (hereinafter "member account") is free, and is done by completing the registration form directly at the hotel. They need to provide a personal email address in order to sign up to the *boutique.* benefits programme. The personal member account will only be valid for the member's future stays. Members should not share their registration ID or password with third parties. They are responsible for all activities performed on or via their account.

Once the form has been submitted, members receive a registration confirmation with their respective registration details by email, sent to the email address provided on the registration form. The member number/email immediately entitles the member to earn points at the Boutique Hotel i31.

#### 2.3 Changes to the general terms and conditions

i31 Hotel GmbH reserves the right to change, restrict or cancel these general terms and conditions (incl. the number of points received for a reservation), and any other provisions, services, participation conditions or bonuses in part or in full at any time, including changes to the value of points or bonuses already earned.

In this case, the right to receive points for creditable hotel stays ends 60 days after the day of announcement. The right to redeem points ends within 90 days of announcement. Points not redeemed on or before the termination date cannot be used retrospectively.

## 2.4 Rights to the card

The card remains the property of the Boutique Hotel i31. It is not transferable, and may only be used as part of these conditions for the member's *boutique.* benefits programme.

## 2.5 Liability / Loss

The member commits to storing the card carefully and protecting it against unauthorised access. Changes to name and address must be advised to i31 Hotel GmbH immediately. If the card gets lost, i31 Hotel GmbH will issue a new one for the guest upon request, and void the lost card in the system.

## 3. Points

### 3.1 Earning points

Starting from the date of registration in the *boutique.* benefits programme, members can earn points for suitable stays and by consuming food and drink at the Cozy Bar/breakfasting at the Boutique Hotel i31.

In order to receive points for reservations made through the central reservations office, by telephone, email or fax, the member must mention that they are a member during the booking process or upon arrival at the hotel. The member can also only start enjoying the advantages of the *boutique.* benefits programme once their membership has been made known.

Points are credited to the member account within 3 weeks of check-out.

### 3.2 Calculating points

A point is a unit of value generated based on a set conversion chart of room charges incurred by a member at the Boutique Hotel i31. Every Euro (€) spent on the room booking, with or without breakfast, at the time of reservation counts as one point.

A stay is defined as one night or multiple consecutive nights, regardless of the frequency of check-ins or check-outs. In the event more than one room is booked in the member's name for the same period, the member only earns points for the room in which they themselves are staying.

### 3.3 Applicable room rates / Creditable stays

Points and member benefits are only granted for creditable stays and rates booked via the Boutique Hotel i31 website, the Boutique Hotel i31's central reservations office, or directly with the hotel by telephone, email, fax or at the reception.

### 3.4 Points-exempt services

The member does not earn any points for cash payments made by the hotel for services used by the guest or for third-party services (such as laundry service).

The member similarly does not earn any points for services booked through a tour operator or travel agent, or for stays charged as event bookings, group bookings or under other special conditions. Furthermore, no points are accrued on commissionable rates (online bookings not made through our website) or rates incurring system charges.

No points are awarded for parking payments, stamp payments or similar expenses.

### **3.5 Restrictions**

Points cannot be transferred to another member, and have no monetary value. The member is only able to earn points for stays if they themselves stay at the hotel. As such, members are similarly not entitled to credit points to other people, regardless of who makes or pays for the reservation.

If two members stay in a double room, only one of them is entitled to earn points. Points are only provided once per room, per stay.

### **3.6 Point validity**

Points expire after 24 months, unless redeemed beforehand.

### **3.7 Cancellation or no-show**

The member is not entitled to earn points for cancelled bookings or no-shows. This also applies if a late-cancellation fee or no-show fee has been paid.

## **4. Entitlement to member benefits**

Members can enjoy the benefits detailed on the Boutique Hotel i31 website during their stay insofar as the reservation has been made directly through the Boutique Hotel i31 website, the Boutique Hotel i31 central reservations office, or directly at the hotel itself. Benefits are not granted if the stay has been booked through an external provider.

## **5. Redeeming points**

If the member account's points have reached a minimum number of 500, the member can start redeeming these for discounted stays or drinks/snacks at the hotel bar.

The exact exchange ratio can be found in the *boutique. benefits* programme section of [www.i31-benefit.berlin/](http://www.i31-benefit.berlin/) or in the brochures available at the Boutique Hotel i31.

Members of the *boutique. benefits* programme cannot redeem their points for additional services, such as parking. Similarly, points cannot be redeemed for other people's stays. Stays already booked cannot be paid for retrospectively using points.

The amount of points required for each reservation is based on a specific points exchange ratio. Point values and the specific points exchange ratio can change for all hotels and destinations at any time.

The points have no value until the member redeems them.

## 5.1 Room reservations

Unless the “with breakfast” option is selected at the time of booking, rooms booked using points do not include any meals, drinks, tips or other additional costs. These costs must be paid directly to the hotel before check-out. No points are awarded for these expenses.

## 5.2 Booking cancellations

Members who cancel their reservation are not credited with any points for this booking. Members who cancel a reservation booked using their points have these points refunded to their account.

Reservations made by redeeming points and which are not cancelled within the cancellation period, or no-shows are charged with the required points, i.e. the points are not refunded. A processing fee is also charged for cancelled reservations or no-show reservations using redeemed points.

## 6. Member’s SecretOne status

### 6.1 SecretOne status

Members automatically receive SecretOne status once at least 5,000 points have been transacted over a 12-month period using the *boutique. benefits* programme card. The member acquires this status for the next 365 days after this level has been achieved, and will be informed of this in writing.

The SecretOne status automatically remains valid if another 5,000 points or more are reached during these next 365 days using the bonus card. Otherwise, it is automatically lost, and the member returns to the regular *boutique. benefits* programme status. They will once again be informed of this in writing.

### 6.2 SecretOne status benefits

In addition to the possibility of earning points and cashing them in for stays and bonuses, the SecretOne status holder also receives further privileges for each stay, as stated on the website [www.hotel-i31.de](http://www.hotel-i31.de).

The member is not entitled to receive a discounted room rate if these privileges are not available.

## 7. Outstanding claims

If the member finds that the points have not been correctly credited to a member account after a 3-week waiting period, adjustment of the points balance can be requested within 365 days of a stay at the Boutique Hotel i31 (based on the check-out date). To do this, the member must contact the hotel, prove all details of the claim, and present a copy of the hotel bill. In the event members have not logged into their member account during the reservation process, a request can be lodged for the points to be credited retrospectively. Members must contact the hotel with proof of the reservation for this.

In order for the member to be entitled to credited points, it is imperative the bill associated with the claim be issued in (or contain) the member’s name.

## 8. Communication

Members have access to all information relating to their membership in their *boutique*. benefits programme membership account, including the latest points balance. Every member who joins the *boutique*. benefits programme agrees to receive electronic communication material relating to the programme.

If a member does not wish to receive further promotional emails, they may unsubscribe from the lists at any time by using the relevant link at the bottom of the email. Any changes to personal details, such as email address, postal address, member's name or other membership-related information, must be made by the member themselves in the *boutique*. benefits programme member account under "My account".

## 9. Privacy

By signing up to the *boutique*. benefits programme, members expressly accept and allow i31 Hotel GmbH, as data administrator, to process their personal information provided in the registration form. Collected member data may also be shared with third parties worldwide in order for it to be processed by them on our behalf if required by law, in the event of a company restructuring, merger or takeover, or for usage for the purpose of member-data management, guest services, advertising, marketing and communication. We or the relevant companies can contact you for marketing purposes by post, fax, telephone or email. If the member no longer wishes to receive promotional emails, they can unsubscribe from the mailing lists at any time by using the relevant link at the bottom of the email.

## 10. Termination

Guests may terminate their participation in the *boutique*. benefits programme at any time, without notice and without providing reasons. Terminations must be made in writing or by email, sent to i31 Hotel GmbH, Invalidenstrasse 31, 10115 Berlin or [info@hotel-i31.de](mailto:info@hotel-i31.de). i31 Hotel GmbH likewise reserves the right to terminate the *boutique*. benefits programme/the underlying contractual relationship at any time. If the member does not make any bookings over a 24-month period, the contractual relationship ends at the conclusion of the month following the 24-month period.

Termination results in the deletion of all member data from the *boutique*. benefits programme database, as well as any points credited to the account at this time.

## 11. End of contract

At the end of the contract, the guest is obliged to destroy their customer card or return it to i31 Hotel GmbH. i31 Hotel GmbH reserves the right to replace the *boutique*. benefits programme. Termination or replacement of the programme does not entitle the guest to claim for any damages. If these conditions are breached, the guest's account shall be deleted, and the guest shall no longer be entitled to the privileges afforded by the *boutique*. benefits programme.

## 12. Legal protection

Neither the *boutique*. benefits programme nor the relevant privileges offered justify any legal or contractual claims raised by members against i31 Hotel GmbH.

The judges' decision is final.