



THE RITZ-CARLTON

BUDAPEST

## Terms and Conditions of Membership

### 1. DEFINITIONS

Terms used in these Membership Terms:-

“**Hotel**” means Ritz-Carlton Budapest Hotel operated by Marriott Hotels International B.V.;

“**Spa**” means the spa and its facilities (including the gym) you have chosen to become a member of situated at the Hotel;

“**Spa Rules**” means the rules applicable to the Spa from time to time, a copy of which is available from the Spa and will be emailed to you from time to time;

“**Membership Services**” means the services, benefits and discounts you as a Member may be entitled to at the Hotel and the Spa under your category of membership and could be changed by us from time to time;

“**Spa Member**” or “**Member**” means a person who is entitled to use all the facilities at the Spa and entitled to further Membership Services prescribed for the category of membership from time to time based on the acceptance of these Membership Terms;

“**Membership Terms**” means these terms and conditions of membership and all other rules and regulations made by us and applicable to the Membership Services;

“**we**”, “**us**” or “**our**” means Adria-Palace Kft. (a company registered in Hungary with the company number 01-09-668626, that has its registered office is at 1051 Budapest, Erzsébet tér 9-10, and can be contacted via telephone on 06 1 429 5500, via email at rc.budrz.guestrelations@ritzcarlton.com).

“**you**” means the person named on the application form as the Member.

### 2. GENERAL

(a) These Membership Terms govern the relationship between you and us for the duration of your membership at the Spa, that shall commence on the date prescribed in clause 3(f). By completing

and signing your Membership Application Form you accept these Membership Terms as well as the Spa Rules and approve to privacy practices and data management as stipulated in clause 11.

(b) Details of all current categories of membership and included Membership Services, as well as the rates and subscriptions referred to in these Membership Terms are available from the Spa reception/Front Desk of the Hotel.

(c) Unless otherwise indicated, all notices shall be given in writing by us to you at the address notified to us by you. Notice sent by us to the address specified by you is considered to be delivered to you at the latest on the 5<sup>th</sup> day after it was sent.

(d) All notices to be given by you to us must be in writing. We recommend that all notices are sent by recorded delivery, but we will accept notice in writing sent by email. Notices should not be personally delivered to the reception at the Hotel or the Spa. Our contact details are stipulated in clause 1.

(e) We may amend these Membership Terms and/or the Spa Rules at any time by giving you at least 35 days written notice. Within 30 days of such notice you may end your membership with the date the amendments take effect would such changes adversely affect your existing membership and would the amended terms be not acceptable to you. Following this period the amended terms shall be considered as accepted by you.

### 3. MEMBERSHIP

(a) Membership is complimentary and is available only to individuals over the age of 18, by personal sign-up. Membership of the Spa is subject to these Membership Terms. Members must abide by the Spa Rules in effect from time to time.

(b) Membership must be proven by a valid membership card that Members shall bring when they visit the Hotel/Spa. Membership cards have no cash value and are not acceptable as a payment method.



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- (c) Membership cards will be issued subject to the acceptance of your application within 15 days following your application is submitted. We may refuse any application for membership without giving a reason. We will confirm in writing when your application is accepted, and you may pick up your membership card at the Hotel/Spa. We kindly request you to pick up your membership card within seven (7) days of our confirmation letter.
- (d) Membership card will remain our property and upon termination of membership the card will be returnable to us on demand. You must carry your card when visiting the Hotel/Spa and show it to the Hotel/Spa reception or a member of the Hotel/Spa management when asked to do so. You may also be requested to identify yourself by an official document at the Hotel/Spa reception. Membership cards are in no circumstances transferable and their loss or damage should be reported immediately to the Hotel/Spa reception. Misuse of membership cards can result in termination of your membership in accordance with clause 5.
- (e) In the case of a lost or not returned membership card, for whatever reason, an administration fee of 10,000 HUF per card will be charged. Replacement membership cards will have the same validity period as the original cards. We cannot accept liability for the loss or damage resulted by lost or damaged membership cards.
- (f) Membership is currently available at two categories:

**6-Month Membership** entitles you to the Membership Services provided by us in accordance with your Membership Application Form during a six months period of membership commencing on the date when you pick up your membership card from us, but no later than on the 7<sup>th</sup> day following our written notice about the acceptance of your membership application;

**12-Month Membership** entitles you to the Membership Services provided by us in accordance with your Membership Application Form during a twelve months period of membership commencing on the date when you pick up your membership card from us, but no later than on the 7<sup>th</sup> day following our written notice about the acceptance of your membership application.

- (g) From time to time we may change our categories and rates of memberships or even the services included, and/or offer promotional memberships, details of which will be available from the Hotel/Spa reception and on Hotel/Spa notice boards. We may also cancel our membership program anytime for good, which cancellation should not affect existing memberships.
- (h) We will give you 35 days' notice prior to the expiry date of your membership card and inform you about our actual offers for the extension of your membership, if any. Unless it is extended membership ends and membership card expires on the date when the membership period stipulated for the actual category of membership (see Clause 3 (f)) expires.

## 4. FEES AND SUBSCRIPTIONS

- (a) No joining fee is required to be paid for the enrolment of Members. You must pay a subscription for your membership.
- (b) You must pay subscription in advance, in accordance with the actual rates published by us for the category of your membership. Please note that we cannot accept applications for membership unless the subscription fee of the relevant membership category is fully settled.

## 5. TERMINATION

- (a) You may end your membership at any time using the contact details referred to in clause 1.
- (b) We may end your membership if:



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- i) you seriously or repeatedly break these Membership Terms or the Spa Rules and you do not or cannot put it right within 7 days of us writing to you about it; or
  - ii) you lend your membership card to another person or otherwise misuse it; or
  - iii) you or your guests use rude or abusive language or threaten or use violent behaviour at the Hotel, including but not limited to inappropriate action towards any member of our staff or act in a way which disturbs the enjoyment of the Spa or the Hotel by other Members or is likely to endanger the good reputation of the Spa/Hotel; or
  - iv) data provided to us for establishing or upholding your membership turns out to be untrue or invalid.
- (c) If we end your membership in accordance with this clause 5(b), we will in our notice explain our reasons for terminating your membership.
- (d) If we end your membership in accordance with clause 5(b)(i)-(iv) we will not grant future applications for membership to our Hotel.
- (e) If we or you end your membership under clauses 5(a)-(b), we will not refund any membership subscription you have paid us for the period after ending your membership.
- (f) If you end your membership under clause 2(e) or due to a breach by us, we will refund your subscription you have paid us for the period after ending your membership.
- (g) You are not entitled to enter the Hotel or the Spa as a Member if your membership has ended.
- (h) If we decide to permanently close the Hotel or the Spa, we will write to you at least 30 days before the date of closure. We will refund any membership subscription you have paid for the period after we close.
- by giving us 30 days' written notice in advance using the contact details referred to in clause 1, notification of the date you expect to return and a letter from your doctor confirming that for medical reasons you are unable to use the facilities of the Spa. We will acknowledge your letter or email within 10 days and the suspension will start from the first day following the end of the 30 day notice period.
- (b) If your membership is suspended for more than 3 months, then at the end of each 3 month period we may require you to provide us with a further letter from your doctor confirming that for medical reasons you continue to be unable to use the facilities of the Spa. If you do not provide such evidence within 30 days of being requested to do so, we will end the suspension of your membership and normal expiry rules based on the category of your membership will apply to you.
- (c) We may, in exceptional circumstances; grant membership suspensions for reasons other than those set out in clause 6(a) (suspension for medical reasons). Such suspensions must be agreed in writing by the Hotel Manager. If we agree to suspend your membership under this clause, we may charge you a reasonable monthly fee during the period of suspension. The fee shall be sufficient to cover administration costs and will not exceed HUF 6,000, per month.
- (d) At the end of the suspension of your membership you can return to the Spa and the validity period of your membership will be extended with the term of suspension.
- (e) Please note that during the suspension of your membership for any reason none of the Membership Services will be available to you (irrespective of the fact if those entail the usage of the Spa or not).

## 6. SUSPENDING YOUR MEMBERSHIP

- (a) You can suspend your membership for medical reasons for a period of between 3 and 12 months

## 7. MEMBERSHIP SERVICES AND SPA FACILITIES



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- (a) You are entitled to use the Membership Services available under your relevant category of membership. We will give you notice of any change to the Membership Services available at the Spa in accordance with this clause 7.
- (b) If we cannot provide one of the standard facilities at the Spa (i.e. swimming, gym, sauna, steam bath) for more than 21 days in a row, and if we do not provide that facility no further than 10 km from the Spa, we will compensate you in a form of subscription discount for the period when the facility is out of action if doing so is reasonable. This does not apply to:
- i) permanently closing any facility; or
  - ii) temporary closures due to tournaments; or
  - iii) if for reasons outside of our control, such that we cannot avoid the closure.
- (c) Whenever reasonably possible we will give 35 days' notice of:
- i) any closure of facilities due to tournaments; and
  - ii) any permanent closure of facilities other than for reasons outside of our control.
- (d) If we have to close facilities at your Spa for reasons outside of our control, we will try our best to provide other facilities or consider whether any reimbursement of subscription is appropriate.
- (e) We will display details of the opening and closing times for your Spa at reception. If we reduce these hours, we will give you at least 35 days' notice.
- (f) Certain Membership Services (i.e. body treatments, night stays, catering services) Members may be eligible to are subject to prior order or reservation and availability. Night stay offers are not valid for Black-Out Dates (Formula 1 weekend and New Year's Eve). Please note that during peak times there will be high demand for Membership Services. Save to explicit provisions of these Membership Terms Services unused by Members during the validity period of their

membership cannot be refunded or compensated in any way.

- (g) Subject to it is a part of your Membership Services we will give you 35 days' notice prior to our events that you as a Member may attend. Some Hotel events may require a cost in addition to the subscription fee. Members' tickets for paid events are non-refundable. We reserve the right to cancel or rearrange an organised event. We do not accept liability for any costs incurred (e.g. travel) by Member if the Hotel has to close or cancel an event due to unforeseen circumstances.

## 8. GUESTS

- (a) Members may introduce the number of guests to the Spa complimentary under their relevant category of membership. Family members may also be introduced as guests. All guests must be accompanied by a Member and be signed in at the Spa reception. You must ensure that your guests abide by these Membership Terms and the Spa Rules and you accept responsibility for your guest's behaviour. The same guest may not be introduced more than once in any continuous 30 day period. At the same time a maximum of 2 guests may accompany a Member to the Spa unless authorised prior to the visit by the Spa Manager. Ensuring compliance with the Spa Rules by guests is important to the day-to-day operations of the Spa.

## 9. LIABILITY

- (a) To the extent permitted by law we will limit our liability for damage or loss to your property or your guest's property to any damage or loss you suffered as a result of our negligence or our failure otherwise to take reasonable care.
- (b) As far as it is permitted by law we cannot accept liability for any accident or injury to any Member or guest that may happen on our premises or within the grounds of our Spa other than the liability which



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may arise from our negligence or our failure to take reasonable care.

- (c) If you or your guest suffers an accident or injury on our premises, you must report it to a member of the Spa or Spa management team.

### 10. MISCELLANEOUS

- (a) The Hotel/Spa is a proprietary Hotel/Spa owned by us and we will control the management of the Hotel/Spa and the facilities. Members will be required to comply with any reasonable directions which we may give to ensure the smooth operation of the Hotel/Spa, the use of the facilities, and the convenience of all Members provided that such directions shall not limit your rights or obligations under these Membership Terms.
- (b) We are committed to ensuring that Members and their guests are satisfied with the facilities we offer. However, we understand that sometimes Members or their guests may have a problem or feel unhappy about something. In such circumstances, we request that you first let a member of staff at the Hotel/Spa know as soon as possible (or in relation to payment queries use the contact details set out at clause 1), so we can investigate the matter and prepare a protocol of your complaint if immediate and/or satisfactory remedy is not possible. If you are not happy with the response or the action we take and you wish to complain, you should then contact the Hotel/Spa management team in writing at the contact details set out at clause 1.
- (c) We shall give you our response and its reasons no later than 30 days of your written complaint. If we cannot accept your complaint we will give you detailed information about further legal remedies available to you.
- (d) These Membership Terms are governed by the laws of Hungary. The English version of these Membership Terms shall control in the event these Membership Terms are translated. Law suits under these Membership Terms shall be exclusively decided by the competent court having jurisdiction

over such disputes in accordance with the location of the Hotel. Would such appointment be not valid by any reason, the Hungarian Central District Court of Buda ("Budai Központi Kerületi Bíróság") shall proceed.

### 11. DATA MANAGEMENT

- (a) Our data management is legally based on your voluntary consent. By completing and signing your Membership Application Form you voluntarily provide us with your private information listed therein (including name, address, email address, ID number, date of birth, phone number) and authorize us to collect, use and store in our internal database your data for administrative, commercial and marketing purposes in a form allowed or required by law provisions and in accordance with our data protection and privacy practices referred in these Membership Terms. We collect your private information for the purpose of providing you Membership Services under the category of your membership and to facilitate your membership, including your preferences and details of your membership and manage your membership account. You will receive membership communications and we will use your contact information to let you know about our promotions, unless you instruct us otherwise. You confirm to acknowledge and accept our data protection and privacy practices stipulated herein by completing and signing your Membership Application Form. Our data protection registration numbers are NAIH-141089, NAIH-83329.
- (b) We respect the privacy of our Members and the privacy of their Member data. We may disclose information about you to any of our employees, officers or agents insofar as that is reasonably necessary for the purposes set out in these Membership Terms. We will keep your data unless our Hotel terminates its operation. You may request information about your stored data, the



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- purposes, the legal basis and term of such storage and the purposes and addressees of any data transfer by us anytime using the contact details referred to in clause 1. We shall give you requested information no later than within 25 days of such request. You may as well request us to correct, block or delete your data available to us. We will delete your data within 24 hours following the next working day after your request was delivered to any of our contact details referred to in clause 1. Please note that if you request us to delete personal data which renders us unable to act under these Membership Terms we shall deem your request as a termination of your membership under clause 5(a). You may as well request for only opting-out of receiving marketing and promotional communications from us which then enables us to use your private information only for the administrative purposes of maintaining your membership.
- (c) We do not check whether your data provided to us is true and correct and in no event shall we be liable for any potential abuse of data, nor any related claims. You must keep us up to date with any changes of your data provided to us under these Membership Terms (especially your email address) using the contact details referred to in clause 1 in order we could proceed under these Membership Terms. We cannot accept liability for any problems caused by your changed or outdated data not reported to us in due course. We may process your data recorded (i) for compliance with our legal obligations under these Membership Terms or (ii) for the purposes of enforcing our legitimate interests under these Membership Terms, even without your further consent, or after you have withdrawn your consent. You are also entitled to object to the processing of your data using the contact details referred to in clause 1. or in the event of any infringement of your privacy rights you may turn to court action.
- (d) Please note that being a Hotel operated by Marriott Hotels International B.V. we may forward your personal data to Marriott International, Inc. (seat: 10400 Fernwood Road, Bethesda, Maryland 20817-1102, United States of America) per its request who will process it as a controller in accordance with the Marriott Privacy Statement. By signing and accepting these Membership Terms you voluntarily give your consent to the latter data transferring. Marriott may disclose your information to its Affiliates, Marriott franchisees, Authorized Licensees and properties at which you may stay in the future to enhance your experience and to third parties, such as travel agents and our service providers, or where required by law. Marriott treats your information as confidential and takes reasonable steps to ensure that third parties treat your data securely. Your information may be processed in countries that do not have data protection laws similar to those of the EI-J. Please visit Marriott's Privacy Statement for further information at <http://www.marriott.com/marriott/privacy.mi>. Marriott, its Affiliates, and its Authorized Licensees may contact you at the e-mail address given for the purpose of informing you about Marriott products and services, and for marketing and promotions activities regarding other Marriott and Ritz-Carlton branded products and services provided by Marriott, its Affiliate and Authorized Licenses.
- By signing your Membership Application Form you consent to Marriott processing your information for marketing and promotional purposes. You may: (i) opt-out of receiving marketing and promotional communications from Marriott, its Affiliates and its Authorized Licensees at any time in the future; and (ii) withdraw your consent for Marriott to process your information to its Affiliates and its Authorized Licensees by e-mailing [privacy@marriott.com](mailto:privacy@marriott.com) or [privacy@ritz-carlton.com](mailto:privacy@ritz-carlton.com). Marriott, its Affiliates and its Authorized Licensees will continue to progress



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### **Terms and Conditions of Membership**

your information where required by law or where necessary to provide services and products for your membership.



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I confirm that I have received a copy of the current Spa Rules and have read these Membership Terms and agree to abide by them.

**Signature**

.....

**Name (Print)**

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**Date** .....

**Membership Number**

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