



LA CERISE SUR LE GATEAU GENERAL TERMS OF USE OF THE LOYALTY PROGRAMME

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1. PROGRAMME DETAILS

The "La CERISE sur le gâteau" loyalty programme proposed by EXHORE (the Manager), the company with responsibility for loyalty management concerning the clients of CERISE residences and hotels, is designed to help Guests covered by the "La CERISE sur le gâteau" programme get the most from the benefits described hereafter when staying in CERISE hotels and residences.

2. DEFINITIONS

Client: A Client having not yet accepted the General Terms of Use for the Programme.

Online account: A personal account created online by the Client when making his first online reservation.

Disbursement: A cash advance granted on an exceptional basis by some hotels and residences and which does not earn points.

Guest: A Client who has accepted the General Terms of Use for the Programme.

CERISE Point: A unit of value calculated in accordance with a scale, this taking the form of a point, based on a monetary sum spent by Client in a hotel or residence participating in the Programme.

Adjustment: Points credited following a complaint by the Guest or an error with the Programme.

Status: A Guest's Status as defined by a points allocation scale, which is subject to the amount spent in the Guest's hotels or residences over a given period.

Transaction: The act of crediting or debiting points to/from a Guest's account.

3. PARTICIPATING HOTELS

The hotels and residences participating in the Programme are the various establishments belonging to be CERISE brand: CERISE Auxerre, CERISE Royan - Le Grand Hôtel de La Plage, CERISE Lens, CERISE Nancy, Résidence CERISE Lannion, Résidence CERISE Nantes Atlantis, Résidence CERISE Nantes La Beaujoire, Résidence CERISE Strasbourg, Résidence CERISE Chatou, Résidence CERISE Dax - les Jardins du Lac, Résidence CERISE Carcassonne Sud, Résidence CERISE Carcassonne Nord, Résidence CERISE Valence, CERISE Toulouse - La Résidence de Diane, CERISE Luxeuil – Les Sources.

If a hotel or a residence leaves the CERISE network or ceases to be a participating Establishment after the reservation has been made but before the stay, the Guest will gain no CERISE points, will benefit from no services or other benefits at the hotel or residence and special offers will no longer be valid after the date on which the establishment leaves the network or ends its participation, even if the reservation was made before this date. If the Guest is wrongly refused the awarding of CERISE points or any benefit concerning his membership, CERISE's liability will be limited to the rectification of the allocation of CERISE points to his account.

4. MEMBERSHIP TERMS

All natural persons of legal age in accordance with the law of the Guest's country or with the legal capacity to enter into contractual relations are eligible to participate. Minors may not participate in the Programme. Membership of the Programme is free and the online account is strictly personal. Consequently, it cannot be sold or loaned. It does not constitute a means of payment. Each Account mentions the Guest's name, information from his profile and the Guest's reservation file (specifying the reservation number, the establishment in which the reservation was made, the reservation status, the number of points earned and the dates of the stay). Each Guest may only have one CERISE Account. The Account may only be used by the Guest whose name is shown on the Account. The Guest must not provide his login codes and passwords to whomsoever. The Guest is responsible for all transactions from and to his account.

Possession of an individual e-mail address is a vital condition to be able to join the Programme. The same e-mail address will not be accepted for two Guests.

The Guest of the Programme agrees that this may be modified, wholly or partially, at any time and without notice.

The client becomes a Guest the first time he makes a reservation on the website cerise-hotels-residences.com. He may access his online account thanks to the e-mail address used to make his reservation and his surname. This online account enables him to immediately benefit from all services provided by the Programme.

5. USE OF THE ONLINE ACCOUNT

To benefit from these rewards, the Guest must state his e-mail address when booking online. The granting of the Programme's benefits is conditional on these requirements being met.

The Guest should comply with the following commitments and rules:

- He should be polite in all circumstances,
- He should supply his e-mail address when reserving and upon arrival at the hotel,
- He should not lend or transfer his online Account to a third party,
- He should not commit fraud or attempt to commit fraud in order to earn points,
- If the online Account is hacked, the Guest must inform the Site Manager of this by e-mail: cerise@exhore.fr

6. CANCELLATION PROCEDURES & CONDITIONS

6.1. CANCELLATION AT THE GUEST'S INITIATIVE

At any time, the Guest may decide that he no longer wishes to be part of the Programme via the www.cerise-hotels-residences.com website. Ending his membership involves full withdrawal from the Programme and the definitive termination of all dealings between CERISE and the Guest. This withdrawal will result in a complete deletion of all data concerning the Guest in the "La CERISE sur le gâteau" database and of all points accrued by him on the termination date. The Guest may initiate this cancellation by sending an e-mail to the following address: cerise@exhore.fr stating his wish to terminate his membership of the Programme.

6.2. CANCELLATION AT THE INITIATIVE OF THE PROGRAMME MANAGER

Any use of the "La CERISE sur le gâteau" Programme which contravenes the present general terms may be punishable by the immediate cancellation of the online Account, the closure of his account and the deletion of all accumulated CERISE points, with no possibility for the Guest to claim any compensation on any grounds.

7. EARNING CERISE POINTS

The CERISE points may not be transferred to another Member.

The CERISE points have no monetary value and no sum of money may be paid for lost or unused CERISE points.

7.1. ACQUISITION RULES IN PARTICIPATING HOTELS AND RESIDENCES

CERISE Guests earn CERISE points on the following basis:

When you make your first reservation on the website cerise-hotels-residences.com, you become a CERISE Guest and you begin earning points as from the fifth reservation.

The points earned on a reservation will be credited to you on the check-out date.

7.2. VALIDITY OF THE POINTS

The validity of your points is unlimited, subject to a minimum of one stay every 730 days. If the Member performs no transactions the 730 days, the account will be erased definitively, all CERISE points in his account will be lost without notice and with no possibility to restore or transfer them.

7.3. EARNING CERISE POINTS IN THE CERISE HOTEL'S NETWORK

Points can be credited to a single online CERISE Account.

7.3.1. Eligible stays

When a Guest stays in one of the hotels participating in the Programme including at least one paid night actually spent in the hotel by the Guest, his account will be credited with "La CERISE sur le gâteau" points, in accordance with the conditions detailed in paragraph 7.1.

The calculation basis for the points is based on the whole invoice for eligible expenditure (please see the definition in § 7.4.3) not including tax. This invoice must actually be paid at the hotel, i.e., the payment must be accepted and confirmed. Differed payment by a company as a receivable is eligible if the price is eligible. Consequently, if the Guest stops payment on a cheque, if he has issued a cheque with insufficient funds, or if he contests a bank card payment, he will not receive any CERISE points for this transaction.

To earn points, the eligible sum per night must be between: €15 and €3,000 per night in the CERISE hotels and residences.

7.3.2. Eligible prices

The eligible Prices create entitlement to the Programme's benefits. All public, corporate and promotional prices are eligible with the exception of the following Prices:

–Room prices for business group or leisure group reservations when the bedrooms are reserved as part of a conference or organised trip, through a combined account or paid for collectively (excluding the Meeting Planner promotional offer).

7.3.3. Restrictions on sales terms

Bedrooms reserved by an agent or a third party, (a travel agent, tour operator or web-based distribution channel for example) will not be entitled to earn points or any other benefits from the Programme.

8. THE PROGRAMME'S BENEFITS

The Programme offers 4 "statuses" which are allocated based on the number of points earned over a 24-month period (730 days): CERISE Guest; CERISE Beaucoup, CERISE Passionnement, CERISE A la folie.

The Guest changes status when he meets the allocation conditions described below. He retains the status for a period of 24 months (730 days). If, at the end of the next 24 months the Guest again meets the allocation conditions for the said status, it is then renewed for 24 months (730 days). If the Member no longer satisfies these conditions in the next 24 months, he is awarded the status corresponding to his activity calculated over the last 365 days (please see the scales below) at the end of the said period. The allocation rules for the Programme's benefits are related to the Member's status on the date of his stay (the check-in date). The Programme's benefits are only allocated to the Guest if the corresponding stay is eligible, i.e. if it qualifies to earn CERISE points.

8.1. CERISE GUEST : ALLOCATION SCALE

To access the CERISE Guest status in the "La CERISE sur le gâteau" Programme, the Guest must simply have placed an initial reservation online.

The Guest will begin earning points as from his fifth reservation on the website cerise-hotels-residences.com. From his fifth reservation onwards, the Guest will see 10% of the price of each of his future reservations transformed into points.

8.2. CERISE BEAUCOUP : ALLOCATION SCALE

The Guest will automatically be allocated the Guest Beaucoup status when he has spent €500 on the website cerise-hotels-residences.com. With this status, 12% of the sum of each of his future reservations will be transformed into points.

8.3. CERISE PASSIONNEMENT : ALLOCATION SCALE

The Guest will automatically be allocated the Guest Passionnement status when he has spent €2000. As a Guest Passionnement, 15% of the price of each of his future reservations will be transformed into points.

8.4. CERISE A LA FOLIE : ALLOCATION SCALE

The Guest will be allocated the Guest A la Folie status when he has spent €4000. Thanks to this status, 20% of each of his future reservations will be transformed into points.

9. CONVERTING THE POINTS INTO REDUCTIONS

Whenever the number of CERISE points accumulated in his CERISE points account has reached a pre-set CERISE points threshold (based on the account statement), the Guest may convert his CERISE points into deductible reductions. This CERISE points threshold is defined in section "The different CERISE Guest statuses".

The Guest must order his "La CERISE sur le gâteau" reductions, by logging into the "My account" page and using the special module provided to request the conversion of points.

The points are converted on the following basis: 1 point = €1.

The sums paid in CERISE points will not themselves earn CERISE points.

CERISE reserves the right to cancel a "La CERISE sur le gâteau" reduction in the event of any obvious fraud perpetrated with regard to the Guest account.

10. ERRORS AND COMPLAINTS

If the Guest finds that his CERISE points have not been correctly credited within a maximum period of seven days following his stay at the hotel or residence, he may request that the balance be adjusted within the month (30 days) following this stay (based on the check-out date) by sending an e-mail to cerise@exhore.fr in which he explains the subject of his complaint and to which he must attach a copy of the hotel bill concerned. This invoice should not include handwritten modifications and only the version printed by the hotel or residence will be considered acceptable.

In order to result in the crediting of CERISE points, the invoice concerned by the complaint must imperatively be issued in the name of the CERISE Guest.

For any other complaints concerning the Programme, the Guest may send his complaint to the following e-mail address cerise@exhore.fr.

11. COMMUNICATION IN RELATION TO THE PROGRAMME

The Guest may view a range of information concerning his membership of the Programme (including the number of CERISE points earned) on the website www.cerise-hotels-residences.com.

Any CERISE Guest having joined the Programme agrees to receive e-mails from the latter. The Member will receive commercial e-mails concerning the "La CERISE sur le gâteau" Programme. If the Member no longer wishes to receive commercial e-mails, he may unsubscribe at any time without consequences.

12. DATA PROTECTION & APPLICABLE JURISDICTION

The information gathered when joining and when using the online Account (of the Programme) is processed in order to handle the account holder's request, to provide the expected services and, if the account holder accepts this, to send him commercial information concerning the "La CERISE sur le gâteau" Programme. This information is destined for CERISE, which manages the said processing.

In application of the provisions of law number 78.17 of 6 January 1978, also known as the French data protection act, the Members have a right to access and rectify information concerning them, in addition to a right to oppose the processing of this information, which they may exercise by writing to: CERISE – Service Marketing / Webmarketing – 50, rue de l'Ouche Buron – 44300 NANTES - France.

Membership of the Programme implies unreserved acceptance of these general conditions by the Guests. These general conditions take precedence over any other previous terms or conditions.

In the event of any dispute between a Guest and EXHORE, the parties agree to seek an amicable solution before proceeding further.

ONLY FRENCH LAW APPLIES. Any dispute or litigation arising with regard to the present terms which cannot be resolved amicably between the parties will be submitted to the courts of Paris with jurisdiction for the issue.

All of our Private Data commitments.

13. INFORMATION FOR MEMBERS

All information and clarifications concerning the "La CERISE sur le gâteau" Programme, including the conditions applicable to CERISE points, may be consulted on the website www.cerise-hotels-residences.com.

These General Terms of Use were last updated on: 16/01/2019.