

CONDITIONS OF THE "CLUB MGM" LOYALTY PROGRAM

PREAMBLE

The "Club MGM" loyalty program (hereinafter referred to as the "Program") is offered by MGM® to its customers to provide them with the benefits ("Advantages and Discounts") described below:

These terms and conditions of the Club MGM loyalty program (hereinafter referred to as the "Club MGM Conditions") complement the applicable General Sales Conditions of MGM®, as listed on its website www.mgm-hotels-residences.com, which prevail over the Club MGM conditions in case of contradiction.

These Club MGM Conditions cancel and replace any previous versions.

ARTICLE 1 – PRINCIPLE AND ACCEPTANCE OF PARTICIPATION IN THE PROGRAM

To participate in the program, it is necessary to have completed a first stay of a minimum of 7 nights in an MGM® hotel or residence according to the conditions described in Article 3 and to create a customer account on the MGM® website.

Participation in the program implies the unconditional acceptance of these Club MGM conditions.

Any customer who does not accept the Club MGM conditions must indicate this by any means allowing acknowledgment (registered letter with acknowledgment of receipt, email, etc.) to the reservation service, at the following address:

MGM Exploitation, 1 Allée du Parmelan – PAE La Bouvarde 74370 METZ TESSY.
booking@mgm-groupe.com

Refusal of the Club MGM conditions will result in exclusion from the program.

Participation in the program involves affiliation with a loyalty status, with the clarification that the program is divided into 3 statuses based on the number of stays completed (Rencontre – Harmonie – Promesse) and entitled to discounts and benefits.

ARTICLE 2 – PARTICIPANTS AND BENEFICIARIES OF CLUB MGM POINTS

Under these Club MGM conditions, the program is open only to adults over 18 years old and capable residents of the EU.

Legal entities, employees, partners, owners, and customers who have booked through an intermediary such as a Tour Operator, Travel Agency, or Online Travel Agency (booking, Expedia, etc.) are excluded from the program.

The participant guarantees the accuracy of the information provided about themselves.

MGM® reserves the right to conduct any verification to ensure a participant's eligibility for the program and may exclude any person not authorized under these Club MGM conditions.

The MGM loyalty tier is assigned to the participant via their customer file number.

In the event of a merger of customer file numbers, upon request, the resulting customer file number will be updated with the history of both customer numbers and the associated status will be updated accordingly.

ARTICLE 3 - CLUB MGM: ACQUISITION DATE

Club MGM loyalty statuses are automatically acquired:

- based on the number of reservations of a minimum of 7 consecutive nights made within MGM hotels and residences
- And automatically updated each night
- provided that a reservation has been made on the MGM website: www.mgm-hotels-residences.com or through the MGM reservation center (+33 0450 272 272 – booking@mgm-groupe.com) or at the receptions of hotels and residences

ARTICLE 4 – STATUS

Depending on the acquired loyalty status, the participant and their spouse or children, if applicable, have access to certain discounts and benefits.

MGM® reserves the right to annually modify the list of benefits listed below (on April 1 of each year).

The status is valid for 3 years and will be recalculated after the 1st, 5th, and 9th stays of a minimum of 7 nights each within MGM hotels and residences.

A new loyalty status cannot be awarded while a stay is in progress.

It is understood that the notion of a stay applies to:

- 1 reservation of a minimum of 7 consecutive nights; a stay of more than 7 nights corresponds to 1 stay,

And to

- 1 booking file; the booking of several apartments during the same stay corresponds to 1 stay

From 04/20/2024, if the participant has completed:

- 1 stay of a minimum of 7 nights: they access the **Rencontre** status from their 2nd stay
- 5 stays of a minimum of 7 nights: they access the **Harmonie** status from their 6th stay
- 9 stays of a minimum of 7 nights: they access the **Promesse** status from their 10th stay

Participants must keep all documents proving their booking history.

ARTICLE 5 – BENEFITS AND DISCOUNTS

Benefits and discounts will be awarded and used by the rules defined by these Club MGM conditions and depend on the status (Rencontre – Harmonie - Promesse) acquired by the customer for themselves, their spouse, or children, if applicable.

Benefits are provided subject to availability, particularly the actual proposal of the benefit on the website and availability upon arrival.

MGM® reserves the right to offer the participant any other benefit, equivalent or not, and shall not be held responsible in case of unavailability of the benefit.

Benefits cannot be contested by participants, exchanged, refunded, or otherwise compensated without the prior agreement of MGM®.

Benefits cannot, under any circumstances or in any way, be transferred to a third party.

Each person registered under the same customer number may claim the benefits, subject to the access conditions for benefits provided in these Club MGM conditions.

Benefits and discounts common to all 3 statuses Rencontre – Harmonie - Promesse:

- Registration for the informative newsletter announcing the pre-sale of each season.
- Possibility of upgrades between categories of apartments and rooms – subject to availability and after agreement from the room and apartment commercial service for a superior category
- Discount on stay (accommodation, ancillary services, and tourist taxes are not covered by the discount):
 - 5 % for Rencontre status
 - 10% for Harmonie status
 - 12% for Promesse status

Benefits common to Harmonie - Promesse statuses:

- Priority for early check-in options – subject to availability and operational constraints
- VIP welcome in room or apartment (the VIP welcome consists of an aperitif, and local products, the contents of which may vary from one destination to another) In Promesse status, the VIP welcome includes 1 bottle of Champagne
- Discount on facial and body treatments as well as massages performed in our Montagnes du Monde Spa centers (for a duration of 50 minutes or more)
 - 10% for Harmonie status
 - 20% for Promesse status

ARTICLE 6 – MODIFICATION OF CLUB MGM CONDITIONS OR PROGRAM TERMINATION

MGM® reserves the right, at any time, to modify these Club MGM conditions, including the terms of status attribution and benefits outlined above or specified in any other MGM® communication, or to terminate the program.

MGM® will inform participants individually by any means and on its website.

Modifications to the Club MGM conditions will be deemed accepted by the participant in the absence of written objection addressed to the reservation service by any means allowing acknowledgment (registered letter with acknowledgment of receipt, email, etc.) within thirty (30) days following the information concerning the modification or termination.

Refusal of modifications to the Club MGM conditions will result in the participant's exclusion from the program.

ARTICLE 7 – UPDATE OF CLUB MGM STATUS & PERSONAL DATA

The status of each participant can be consulted via the customer space on the MGM website Personal Space (MGM-hotels-residences.com).

Through this customer account, participants will have access to all information concerning the program, including the acquired status, booking history, and booking link.

All personal data relating to the Programme collected and recorded by MGM® in its IT system, is intended to enable the Programme to be managed for the benefit of the participant and his/her household where applicable.

To this end, this information may be stored, processed, and transferred by MGM® to internal MGM® departments, acting on behalf of several MGM® group entities (which includes MGM exploitation and its subsidiaries) and to third parties, including outside the European Union and in countries that do not have a level of protection equivalent to that of the European Union. These third parties will only be able to access participants' data for purposes related to the management of this program, or on the instructions of the MGM® group's internal departments for purposes related to the other aforementioned purposes in strict compliance with the applicable legislation, particularly in terms of data security.

The participant's opposition to the collection, recording, or transfer to third parties, including abroad, of the personal data concerning him/her necessary for the management of this Programme, would de facto make it impossible for MGM® and its partners to provide the advantages and discounts offered by the Programme.

Each participant has a strictly personal right of access, rectification, and opposition on legitimate grounds to the information concerning them, which they may exercise by sending a simple letter to the reservations department:

MGM Exploitation, 1 Allée du Parmelan – PAE La Bouvarde 74370 METZ TESSY.

This data may also be used for commercial communication purposes, in particular by e-mail, SMS or push notification, by the MGM® group if the participant has given their prior consent to this use.

Each participant may object to commercial communications from the MGM® group and/or its partners by clicking on the objection link following the objection procedure on the commercial e-mails or SMS or by writing to the reservations department address mentioned above. The participant's opposition to these commercial communications may result in the participant being deprived of the possible benefits and discounts that may be reserved for them as part of the program.

ARTICLE 8 - RESPONSABILITY

MGM® cannot under any circumstances be held responsible for any damage arising from or in connection with the benefits provided.

MGM® cannot be held responsible for any damage resulting from changes to these Club MGM conditions or the cancellation of the program.

If MGM® has wrongly refused a benefit to a participant, the said participant will only be entitled to claim the granting of the benefit wrongly refused if the latter is available.

Any fraud or failure by a participant to comply with these Club MGM terms and conditions may result in their exclusion from the program, with MGM® reserving the right to take any appropriate legal action against them.

ARTICLE 9 - APPLICABLE LAW AND JURISDICTION

These Club MGM conditions are governed by French law.

Any dispute arising from the application or modification of these Club MGM conditions or the cancellation of the program will be resolved amicably or, in the event of a final disagreement and subject to legal provisions, will be submitted to the competent courts.

03/07/24