



\ TERMS AND CONDITIONS OF MEMBERSHIP \

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From 20 April 2022

1. PROGRAMME DESCRIPTION

The ALL - Accor Live Limitless loyalty programme (the 'Programme') run by ACCOR SA (the Administrator), the company that handles customer loyalty for ACCOR SA, a limited company having its registered office at 82, rue Henri Farman CS20077 - 92445 Issy-Les-Moulineaux - France ('ACCOR'), is designed to enable its Members to enjoy various benefits (as described below) during their stay at Accor Group hotels participating in the Programme and with our Programme Partners.

The Programme is governed by these general conditions of membership ('Programme TCM'). The Programme TCM is available at all.com and on the Accor ALL app ('Website(s)'). Accor reserves the right to modify them at any time. The modified Programme TCM takes effect on the date they are published online on the Website and are considered accepted without reserve by any user browsing the Website after their publication. The applicable Programme TCM are those effective on the day of browsing on the Website.

The ALL Programme is only available if allowed by law in the Member's country of residence. If it is not allowed, membership is null and void.

2. DEFINITIONS

- **Adjustment:** Points credited following a claim by the Member or an error on the part of the Programme.
- **Advance:** Cash advance granted occasionally by certain hotels, but which is not eligible for earning Points.
- **Check-in:** Date of arrival at the hotel.
- **Check-out:** Date of departure from the hotel.
- **Dining offer:** an offer where Reward points can be earned in participating bars and restaurants, without staying at the hotel.
- **Customer:** Individual (not a Member of the Programme) using an Accor room for an overnight stay or for Day Use purposes.
- **Participating restaurants and bars** all the restaurants and/or bars where a Member can earn (or redeem, where applicable) Reward points, as part of the Dining Offer.
- **Minimum amount** an amount equal to or greater than €1, taxes included, and equal to or greater than 1000 Reward points when paying with points. The minimum payment amount defined by the hotel takes precedence over the minimum transaction amount under the Dining Offer
- **Eligible Card** the payment cards that allow a Member to earn (or use, where applicable) Reward points as part of the Dining Offer
- **Day Use:** Use of a hotel room or office space solely during the day, with Check-in and Check-out taking place on the same day.

- **Member:** Customer who has accepted the Programme's General Conditions of Membership.
- **Eligible Stay:** Stay booked at a participating hotel at eligible rates (as defined in Article 7.1 'Rates Eligible to Earn Points') via Accor distribution channels (Websites, Accor booking office, hotels) and traditional travel agencies connected automatically to the Accor booking office. Stays booked through a reseller, tour operator or third-party online travel agency (such as Expedia.com, booking.com, etc.) are not considered Eligible Stays and do not earn Points or Eligible Nights towards a Status level.
- **Partner:** Company not operated by an Accor Group brand but that is nonetheless participating in the Programme in one of the two following ways: by allowing Members to earn ALL – Accor Live Limitless Rewards points on their expenses within its own network; and/or by providing Rewards Points to be transferred to its own loyalty programme or vice versa. Partners can operate in any sectors industries, including the transport, leisure, retail and tourism sectors.
- **Point:** Unit generated by a Member according to a set scale, following an eligible stay at a hotel participating in the Programme, the purchase of eligible services from a Partner or in the context of special offers or promotions. There are two types of Points, Rewards Points and Status Points, which are accounted for separately and cannot be combined.
 - **Rewards Points:** Points obtained by a Member that can be redeemed for Rewards.
 - **Status Points:** Points earned by a Member according to the points scale described in Article 7.8 and that allow the Member to reach the programme's various Status levels.
- **Reward:** Any service, product or benefit obtained using the Rewards Points collected by the Member.
- **Status:** level awarded depending on the number of Status Nights or Status points earned by a Member over a given period, which determines: (i) the benefits received by the Member and (ii) a specific scale for earning Reward points.
- **Status Night:** An overnight stay completed by a Member that earns Status Points and that counts towards reaching a Status level according to the scale presented in Article 8. Only overnight stays by a Member as part of a stay at a hotel participating in the Programme, booked through an eligible distribution channel at a rate eligible for earning Points, as described in Articles 7.1 and 7.2 below, are considered to be eligible.
- **Transaction:** Crediting points to or debiting them from a Member's account.

3. HOTELS PARTICIPATING IN THE PROGRAMME

The hotels participating in the Programme are hotels operating under an Accor brand, with the exception of the hotels and brands listed on Loyalty page of the all.accor.com website (See list of participating hotels and brands and non-participating hotel and brand exceptions, [available here](#)).

When a hotel or brand joins the Accor network or enrolls in the Programme as a participating hotel, Members will only be able to earn Points and enjoy other Programme-related benefits on eligible stays completed at the hotel in question subsequent to this event.

If a hotel leaves the Accor network or ceases to be a participating hotel after the Member makes a booking but before the Member's actual stay, the Member:

- will not earn Points and will not have access to any Status-related services or benefits while staying at the hotel.
- will not have access to any special offers in which the hotel may have participated.
- will, if applicable, be credited Rewards Points used for all or part of the booking and will be required to pay directly to the hotel the amount corresponding to the number of Rewards Points used to make the booking.

Accor will make every effort to give affected Members reasonable notice prior to their stay.

4. PROGRAMME MEMBERSHIP

4.1 Conditions of Membership

The Programme is open to all persons who are legally considered to be an adult or have the legal capacity to sign a contract in the Member's home country.

Programme membership is free of charge.

Members have a membership card, sent to them as a physical card or available electronically online, depending on the Member's Status and/or choice. Whether in physical or electronic format, the membership card is nominative and strictly personal. It cannot be sold, loaned or transferred. The membership card is not a means of payment and cannot be used to guarantee a booking. The card lists the Member's name, individual identification number and expiry date of Status (from Silver status – see Article 8 below). The rule is one ALL - Accor Live Limitless membership card per Member. The card may be used only by the Member whose name is printed on the card.

A valid individual email address is required to join the Programme. Two or more Members may not use the same email address. By joining the Programme, the Member agrees to receive electronic communications relating to the operation of, and services offered by, the Programme, including information messages, Points statements, and information regarding the operation of the Member's account. If the Member no longer wishes to receive this information, which is considered essential to Programme operation, the Member shall follow the Programme termination procedure set forth in Article 12.1.

Programme Members accept that the Programme may be modified, totally or partially, at any time. Within a reasonable period of time before their application, Members will be notified of any changes made to the Programme that may substantially modify their rights and obligations relating to the Programme, particularly through information posted on the all.accor.com site and/or via electronic communication. Members have the possibility of terminating their membership as outlined in Article 12.1. Participation in the Programme following the effective date of modifications implies acceptance on the part of the Member.

4.2 Registering as a Programme Member

A Customer may join the Programme in any of the following ways:

- During his/her stay at a hotel participating in the Programme.
- By registering online on the all.accor.com website;
- Via the Accor telephone booking office;
- By any other means made available to the Customer.

The Customer must provide the necessary and mandatory details requested when joining.

The new Member shall accept the Programme's General Terms and Conditions.

Once accepted, the Member will benefit fully from all Programme services, including access to the different functions of the all.accor.com website (such as accessing Rewards, checking his/her customer account, redeeming Rewards Points, etc.), and recognition by all Accor internet sites and call centres when making reservations.

4.3 Personal Customer Account

To enrol in the Programme, Customers must create a customer account by filling in the information required in the enrolment form, including their username ('Username'). The Customer declares that the information he or she provides in the enrolment form or sends to Accor is true and complete. Accor is not responsible if any errors or incomplete information is provided or sent by the Customer and if, as a result, Accor is unable to give the Customer the full Programme experience as described herein.

The Customer's Username is strictly personal and confidential. The Customer is solely responsible for keeping and using it. Accor is not responsible to the Customer for any harm endured due to illicit, fraudulent or inappropriate use of his or her Username.

It is the Customer's responsibility to inform Accor immediately if an unauthorised person has used their Username or if the Username is lost or forgotten.

Using their personal account, Members can:

- view their points statement, their balance for Points and other Rewards, their Status Nights balance, Transaction history and Status;
- Be recognised on the all.accor.com website or mobile services;
- Enter accommodation preferences, personal preferences, favourite brands and destinations;
- View their reservation history and modify any current reservations;
- Subscribe to the Accor, ALL - Accor Live Limitless and Accor hotel brand newsletters, and view and manage subscriptions;
- Access personalised offers and services.

5. CARD USE

In order to enjoy the various benefits that come with being a cardholder, Members must provide their loyalty card number whenever they wish to take advantage of one of the services available and/or present their loyalty card (in either physical or digital format) when checking into a hotel. Members who do not meet the aforementioned requirements will not be authorised to take advantage of the Programme-related benefits.

In the event of loss or theft of his/her membership card, the Member must notify ACCOR and order a new card on the 'Receive your card by mail' section of the Member's personal account on the Website.

6. SUSPENSION OR CANCELLATION OF MEMBERSHIP

Any breach by a Member of these Conditions of Membership, payment default (hotel bill, invoice, or any other commitment) in relation to the goods or services proposed by hotels, Accor or their partners or linked to the ALL – Accor Live Limitless programme or fraudulent use of the card or Points, communication of falsified information and/or detrimental or objectionable behaviour from the Member or anyone accompanying them (in particular, regrettable, malicious or insulting behaviour towards hotel staff, customers, customer service personnel, or any other person related to the services, the benefits or other advantages offered by the hotels or by Accor), including during events organised as part of the Programme, may result – at the sole discretion of ACCOR – in the temporary suspension of the Member's Programme membership or termination of membership without notice or compensation, and cancellation of any Points earned by the Member with his/her card, as per the terms stipulated in Article 12. This suspension or termination shall be without prejudice to ACCOR's right to take action with respect to a Member.

7. EARNING ALL - ACCOR LIVE LIMITLESS POINTS

7.1 General information on earning Points.

Number of Points. Only a whole number of Points may be credited. If application of the Points earned scale leads to Points with a decimal fraction, the number of Points credited will be the next lowest whole number if the number after the decimal point is lower than five and the next highest number if the decimal is equal to or higher than five.

Conversion from local currency into Euros. For crediting Points, the amount paid in local currency outside the euro zone will be converted to euros before applying the earned Points scales. The exchange rate applied by the hotel at check-out is taken from the 'Multidevises' database (a Reuters Bank database of monetary and financial information).

Non-transferability of benefits. Points and Status Nights may not be transferred to another Member. They are strictly personal and non-transferable.

By agreeing to the Programme TCM, the Member acknowledges and accepts that Points do not constitute a means of payment and have no monetary value, no matter how they were obtained. No money shall be provided for Points, including lost or unused Points.

Validity of Rewards Points.

The validity period of Reward Points accumulated by a Member is extended by 365 consecutive days each time an eligible transaction, where Reward points are credited to the Member's ALL account, occurs.

Rewards Points are valid for 365 consecutive days from the date of the event that generated their Eligible Expenditure, and i) When Rewards Points are earned following an Eligible Stay at a participating hotel, that date is considered to be the date of check out.

ii) For Reward Points accumulated at the end of another transaction type (an event eligible for the Meeting Planner offer, purchase of a product or service, transfer of partner points to an ALL account, etc.), this date shall be the basis of which the Reward Points are credited.

If there is no extension, all Reward points in the account, regardless of how the Reward points were earned, will be lost without notice and without the possibility of restoring or transferring them.

7.2 Earning Points as part of an Eligible Stay.

Conditions for the effective completion of an Eligible Stay. When a Member completes an Eligible Stay in one of the hotels participating in the Programme, including at least one paid night spent at the hotel by the Member in question, the Status points and Nights corresponding to their stay will be credited to their account. Day Use shall only result in credited Points; however, Status Nights will not be added.

7.2.1 Rates for Eligible booking Stays to earn Points

Only Eligible Stays booked at an eligible rate enable the Member to benefit from the Programme.

Eligible booking rates include all public, corporate and promotional rates, except for the following:

- Room rates for group bookings when the rooms are invoiced to and paid for globally by the organiser (excluding the Meeting Planner promotional offer);
- Room rates for crew members (airlines, shipping or other, companies, etc.);
- Heartist Rates (Accor employees, employees of Partner companies and service providers in the Accor group);
- Tour operator rates.

Rates eligible to redeem points are generally indicated on the Website.

When booking, the Member is given the option to redeem Rewards Points at the payment stage if permitted by the location, booking and rate.

7.2.2 Eligible expenses as part of an Eligible Stay

Only the following expenses are eligible to earn Points (and only if they have been paid for in full, and if the Member actually stayed at the hotel):

Expenses for Member accommodation in a room in the hotel and, if applicable, for one other room at the same hotel on the same date (for a maximum of two invoiced rooms), provided that (i) the Member is staying in one of these rooms and that (ii) the second room is not

occupied by another Member. Note: The Member may be able to earn on accommodation expenses for both rooms, but the number of Status Nights is based only on the Member's room.

- Expenses related to VERYCHIC services booked via the all.accor.com website; however, services paid for directly via the verychic.com website are not, however, eligible to earn Points.
- Services in addition to hotel accommodations, including minibar, telephone, room service, pay television, Member meals at the hotel restaurant, and drinks at the hotel bar.
- Expenses related to thalassotherapy or balneotherapy treatments performed in a Thalassa sea & spa centre linked to the hotel.

In the event of amendments being made to a Member's booking during the course of a stay and any outstanding sum being settled by a third party, the Member who made the initial booking is eligible to earn Points on the amended stay, subject to the third party (i) not being a Member themselves and (ii) staying in the same room as the Member in question.

Basis of calculating for awarding Points. Points are calculated on the basis of the total invoice for eligible expenses, excluding tax. The invoice must be settled in full. In other words, the payment must have been accepted and confirmed by the hotel. In the event of full or partial default in the payment of an invoice and, notably, if the Member stops the payment of a cheque, issues a cheque that bounces or disputes a bank card payment, he/she will not receive any Points for the transaction in question and will not accumulate any Status Nights.

Eligibility rules for the following expenditures vary depending on the infrastructure and policy of each participating hotel:

- business centre;
- boutique purchases;
- spa products and services;
- hair salons;
- beauty parlours;
- golf green fees;
- parking;
- laundry services.

Excluded Expenses. The following expenditures do not qualify for earning Points:

- Additional expenditures incurred as part of a non-eligible stay (even if settled at the hotel), excluding food and refreshment expenditure that meets the aforementioned criteria;
- Taxes (notably VAT), tips, taxis, transfers to/from the hotel, service charges and other applicable charges;
- Advances;

- Expenditures incurred as part of organising a company seminar, banquet or any other event – including private events – settled globally by the Member (except for the Meeting Planner promotional offer);
- All charges and expenses which are not specifically listed as eligible expenditures.

7.2.3 Scale for earning Reward points as part of an Eligible Stay

The Programme offers five Status levels that are attributed according to the number of Status Points earned or the number of Status Nights accumulated (Classic, Silver, Gold, Platinum, Diamond) and a Status level available by invitation only.

Access to the invitation-only Status is granted at Accor’s sole discretion. The Members in question will be invited to access this Status and will be informed of the related benefits and specific terms and conditions.

STATUS	NUMBER OF REWARDS POINTS EARNED AT PARTICIPATING BRANDS (<i>Excluding Mama Shelter, Adagio, Adagio Access, ibis, ibis budget*, ibis Styles Mantra, Peppers, Breakfree, Art Series, Greet, Jo&Joe</i>)	NUMBER OF REWARDS POINTS EARNED AT MAMA SHELTER, IBIS AND IBIS STYLES	NUMBER OF REWARDS POINTS EARNED AT MANTRA, PEPPERS, BREAKFREE, ART SERIES AND ADAGIO (<i>Excluding Adagio Access</i>)	NUMBER OF REWARDS POINTS EARNED WITH ADAGIO ACCESS, JO&JOE, GREET AND IBIS BUDGET*
CLASSIC	25	12.5	10	5
SILVER	31	15.5	12.5	6.25
GOLD	37	18.5	15	7.5
PLATINUM AND ABOVE	44	22	17.5	8.75

The scale for earning Rewards Points for each Status is shown in the table below, on the basis of 10 euros in eligible expenses.

FOR €10 IN ELIGIBLE EXPENSES (excluding Thalassa sea & spa properties)

*Hotels operating under the ibis *budget* brand participating in the Programme in certain

countries worldwide (See list of participating brands and non-participating hotels and brands, [available here](#)).

In Thalassa sea & spa properties, the applicable scale is the scale belonging to the hotel brand where the Member has stayed.

Status during Check-Out. If a Member's Status changes between booking and check-out, the rules used for attributing Rewards Points will be those for the Status at check out. For a stay of several consecutive nights, Members are entitled to only one Rewards Point credit when the total invoice is paid.

7.2.4 Scale for earning Status points as part of an Eligible Stay

The table below shows the scale for earning Status Points on the basis of 10 euros of eligible expenses.

PER €10 OF ELIGIBLE EXPENDITURE

STATUS	NUMBER OF STATUS POINTS EARNED AT PARTICIPATING BRANDS (Excluding Mama Shelter, Adagio, Adagio Access, ibis, ibis budget*, ibis Styles Mantra, Peppers, Breakfree, Art Series, Greet, Jo&Joe)	NUMBER OF STATUS POINTS EARNED AT MAMA SHELTER, IBIS AND IBIS STYLES	NUMBER OF STATUS POINTS EARNED AT MANTRA, PEPPERS, BREAKFREE, ART SERIES AND ADAGIO (Excluding Adagio Access)	NUMBER OF STATUS POINTS EARNED WITH ADAGIO ACCESS, JO&JOE, GREET AND IBIS BUDGET*
CLASSIC				
SILVER				
GOLD	25	12,5	10	5
PLATINUM AND ABOVE				

*Hotels operating under the ibis *budget* brand participating in the Programme in certain countries worldwide (See list of participating brands and non-participating hotels and brands, [available here](#)).

Irrespective of the Member's Status level, Status Points are valid until 31st December of the calendar year in which they were earned. Status Points are credited as from the date of check out.

7.3 Earning Reward points as part of the Dining Offer (bars and restaurants without accommodation)

The ALL – Accor Live Limitless loyalty programme allows members to earn Reward points in participating Accor restaurants and bars ([see map here](#)) without staying at the hotel. Any catering services provided as part of a private function resulting in the payment of a deposit or where a payment is not made on the actual day of the service shall not be eligible for the Dining Offer.

Members will earn one (1) point for each euro spent at participating restaurants and bars.

Reward points will be credited to the Member's account within a maximum period of seven (7) days after the date the expense was incurred.

Payment must be effective (i.e. the payment was not denied) and made directly at the participating restaurant or bar at the end of the service.

Payment confirmation. A receipt confirming payment and items consumed is directly available from the staff at the bar or restaurant. In particular, this receipt is required and shall be valid against any complaints relating to the settlement of expenses paid and redeeming/earning Reward points.

Accor reserves the right to refuse or cancel any payment from a Member in order to combat fraud.

Credited points. Depending on the property, the technical terms and conditions for crediting points and accepted payment methods may vary; the registration of a payment card in the ALL application is sometimes required, as well as approval to linking this card to the ALL programme to credit any Dining Offer Reward points.

In certain participating restaurants, covered in the list available [here](#), using Reward points to pay a bill is only possible via the Accor – All application.

7.3.1 Paying via the Accor All App

Paying a bill. To pay a tab via the Accor All app at a restaurant and/or bar, a Member must:

- the Member's customer account is duly activated;
- payment is made via the All application, where the Member is responsible for checking that the order reflected in the application corresponds to their order from the bar or restaurant prior to any payment. No complaints shall be upheld against the bar/restaurant in the event of an error involving the transfer of the order within the application.

Members are informed that the following information is communicated to the restaurant or bar concerned: (i) payment for the table involved, managed and recorded via the application and (ii) the identity of the users, i.e. the names and surnames of the Members concerned.

When paying the tab, the Member may choose to pay all or part of the table's tab. Each Member has the option to enter the payment amount into the field provided. Employees do not consider the table's tab to be paid until the entire tab has been paid.

If multiple Members share the same tab, each Member receives the number of Rewards Points for the amount he or she paid via the app.

Technicalities of Payment

A receipt confirming payment and the items consumed is directly available from the staff at the bar or restaurant. This receipt is required, and shall be valid against, any complaints relating to the settlement of expenses paid and redeeming/earning Reward points.

Accor reserves the right to refuse or cancel any payment from a Member in order to combat fraud. Have an activated customer account.

7.3.2 Paying by Payment Terminal

To earn Rewards Points on transactions performed at participating restaurants and bars, the Member must:

- Enter an eligible Visa or American Express card (see 'Payment Card Eligibility' paragraph below) into the ALL - Accor Live Limitless programme customer account;
- Link the card to the non-guest Rewards Points feature so that transactions can be recognised and to earn Rewards Points;
- payment with an eligible Visa or American Express card(s) at the concerned property – previously linked to the programme in the customer's account.

Payment Card Eligibility

For a payment card to be eligible, it must meet all of the following conditions:

- i. It must be issued by Visa or American Express (place of issuance must be United States or UK, otherwise non eligible).
- ii. It must have a Visa or American Express card scheme; therefore, a Visa or American Express payment card cobranded with another payment card scheme is ineligible. For example, a Visa or American Express card cobranded with the 'CB' mark from the CB payment card scheme is ineligible.
- iii. where the holder is a Member of the ALL – Accor Live Limitless programme, who must be the holder of the current account that the card is linked to;
- iv. is eligible for redeeming points at the property concerned.

Linking the Payment Card to Services and Products Without a Stay

Members can link a maximum of five (5) eligible payment cards. If a Member wishes to remove one of their cards from the “no accommodation” functionality, all they need to do is delete the card from their account. The Member can then re-register the card and link it again to earn Reward points without accommodation.

The Member agrees to verify and update, if necessary, the information on their associated card(s).

7.4 Earning Rewards Points with Partner brands

It is also possible to earn Rewards Points with Programme Partners according to conditions that are specific to each Partner. These may be consulted in the Loyalty section of the Website.

7.5 Special offers and promotional operations

Members may also earn Rewards Points in the context of special offers or promotional operations organised by the Programme. In this context, earning Rewards Points depends on meeting specific conditions that apply to each offer or operation, and that are communicated to Members.

8. STATUS

Members can access a higher Status at any time during their membership if they reach the required threshold of Status Nights or Status points, as shown in the table below.

STATUS	NUMBER OF ELIGIBLE NIGHTS	NUMBER OF ACCUMULATED STATUS
SILVER	10	2000
GOLD	30	7000
PLATINUM	60	14000
DIAMOND	N/A	26 000

At the start of each new year (N), an assessment is made of Eligible Status Nights completed and Status Points earned by a Member during the previous calendar year (N-1):

- If, during the year N-1, the Member reached one of the thresholds allowing them to maintain their Status or access a higher Status, they retain the Status of year N-1 for the year N;
- Members shall lose their status if they do not reach any of the thresholds that allow them keep their Status during year N-1. The Status Nights and Status points counters will be reset to zero on 1 January of each calendar year.

The use of Rewards Points has no effect on keeping or changing a Status.

9. BENEFITS AND SERVICES OFFERED TO MEMBERS AT PARTICIPATING HOTELS

9.1 Programme benefits and services relevant to all Members

Only the cardholder Member is entitled to the benefits associated with the membership card.

These benefits are offered only for Eligible Stays, with the exception of Day Use bookings as defined herein.

These benefits are described more fully in the Loyalty section of the all.com website.

9.2 Guarantee of availability

The guarantee of an available room (offered to Gold Members and higher status levels) before arrival is subject to the following specific conditions:

- The guarantee covers room availability only and not a particular type of room.
- The reservation must be made before noon, 12:00 PM (local time at the hotel) and at least three days (for Gold cardholders) or two days (for Platinum cardholders or higher Members) prior to the date of arrival at the hotel.

- The Member must request this guarantee at the time of booking.
- In hotels identified as belonging to the 'resorts' category and at Thalassa Sea & Spa establishments, the guarantee of availability applies only to stays of at least seven nights.
- The availability guarantee applies only to stays booked via Accor distribution channels, paid for at the standard or full rate (excluding promotions or discounts) and for one room only (the Member's room). For bookings that include several rooms, the guarantee therefore does not apply to the additional rooms.
- If the hotel is unable to guarantee room availability, it agrees to transfer the Member at another nearby Accor hotel or at a hotel in an equivalent category. If the Member is transferred to a hotel that is not part of the Accor Group, the hotel will reimburse any difference in the cost of the first night and any related transportation fees, upon presentation by the Member of receipts by the Member. All lodging expenses for that night (the cost paid by the Member, as well as the additional cost reimbursed by the hotel) enable Points credits and collecting Status Nights.
- The availability guarantee only applies to participating hotels operating under the brands Raffles, Orient Express, Banyan Tree, Delano, Sofitel Legend, Fairmont, Emblems, SLS, SO/, Sofitel, Morgans Originals, Rixos, Mantis, MGallery, Art Series, Mondrian, Pullman, Swissôtel, Angsana, 25hours, Hyde, Mövenpick, Grand Mercure, Peppers, The Sebel, Soul Collection, Mantra, Novotel, Mercure, Mama Shelter, Tribe, Breakfree, ibis, ibis Styles and ibis *budget* (in Japan, South Korea and Poland), greet and Jo&Joe, excluding hotels from these brands appearing on the list of non-participating brands and hotels that are listed as exceptions: BreakFree Aanuka Beach Resort, BreakFree Grand Pacific, Breakfree The Point, Mantra Ettalong, Mantra Frangipani, Mantra Geraldton, Mantra Lake Tekapo, Mantra Lorne, Mantra Marina Queenstown, Mantra Southport Sharks Hotel, Mercure Hotel Schiphol Terminal, Origins Luxury Lodge by Mantis, Peppers Blue on Blue Resort, Peppers Bluewater Resort, Peppers Cradle Mountain, Peppers Moonah Links, Peppers On the Point, Peppers Parehua Martinborough, Peppers Soul, Peppers The Sands, Mercure Courchevel, Mercure Chamonix les Bossons, Mercure Les Deux Alpes 1800, Mercure Chamonix Centre, Mercure Saint Lary Sensoria, Mercure Les Arcs 1800, Mercure Brides Les Bains, Grand Hotel des Thermes.
- The availability guarantee does not apply on certain dates. Members can access and review the official calendar of dates where the availability guarantee does not apply at all.com; this calendar is updated regularly. The onus is on the member to be aware of every booking for which they would like to benefit from this guarantee (see availability blackout dates [here](#)).

9.3 Specific benefit: Suite Night Upgrades

9.3.1 Definition

A Suite Night Upgrade is a benefit reserved exclusively for Members who have Platinum status and above. It enables them, at certain participating hotels belonging to the Accor

Group, to spend the night in a 'suite' for the price of a 'room' selected by the Member when making a pre-confirmed booking.

9.3.2 Hotels Offering Suite Night Upgrades

Members can only use their Suite Night Upgrade in Accor group hotels that offer this benefit (the list is available [here](#)). This list may be changed at any time.

In order to offer this benefit, a hotel must have both rooms and suites. Hotels solely offering other types of accommodation (lodges, villas, apartments, etc.) do not accept Suite Night Upgrades.

9.3.3 Obtaining a Suite Night Upgrade

On reaching or obtaining Platinum status (as outlined in Article 8 of the General Conditions of Membership), Members receive two (2) Suite Night Upgrades are credited to their account. When a Platinum Member has earned 18,000 Status Points, a third Suite Night Upgrade is then credited to the account.

The Member receives an additional Suite Night Upgrade each time an additional 4,000 Status Points have been earned, for example, a fourth Suite Night Upgrade on reaching 22,000 Status Points, a fifth on reaching 26,000 Status Points and so on, up to a maximum of twelve (12) Suite Night Upgrades per calendar year.

A Suite Night Upgrade is valid for one (1) night only. The Member may use several Suite Night Upgrades when staying for several consecutive nights, if he or she has enough Suite Night Upgrades having already been credited in the account.

Each Suite Night Upgrade is valid until 31st December of the year following its date of issue (calendar year N+1). No validity extension will be granted either before or after a Suite Night Upgrade's expiry date.

Suite Night Upgrades are credited exclusively to the Member's account, and can be viewed online via the Website and the Accor All app. No printed Suite Night Upgrades will be issued, nor can Suite Night Upgrades be sent out via email.

However, Members will receive an email notification whenever a Suite Night Upgrade they have earned has been credited to their account.

9.3.4 Using Suite Night Upgrades

Required booking. In order to use one or several Suite Night Upgrade(s) during a stay, a booking must be made prior to the stay.

The use of Suite Night Upgrades is only valid for new bookings and cannot be added to an existing booking.

A booking for a stay using a Suite Night Upgrade can only be made:

- On the All.com website. Members must be logged in-to their ALL account in order to book their Suite Night Upgrades online.
- By phone:
 - o At one of Accor's Booking Offices; OR

- At one of the hotels participating in the Suite Night Upgrade, excluding Fairmont, Raffles and Swissôtel hotels. For these three brands, bookings by phone can only be made via an Accor Booking Office.

Members may book several rooms and/or suites when making the booking, but only one Suite Night Upgrade will be authorised per night and for the suite in which the Member is staying.

Stays over several nights. If Members wish to stay for several nights but only have one (1) Suite Night Upgrade, they may nonetheless stay in the suite for the duration of the booked stay. In that case, they will use their Suite Night Upgrade for one night but will have to pay the full undiscounted price for the suite for the other nights of the stay. If the Members do not wish to book the Suite at the advertised rate, they will need to make another booking for the other nights of the stay, choosing a different type of room, which would mean changing rooms during the stay.

For bookings covering several consecutive days at a constant rate, the Suite Night Upgrade will apply to the first night of the stay by default.

For bookings covering several consecutive days at a variable rate (i.e., a Suite with a different price each night), the Suite Night Upgrade will apply by default to the eligible night where the Suite is the most expensive.

At the time of booking, the reservation advisor may offer the Member different types of suites, corresponding to suites paired with different types of rooms, along with their associated rates. The pairing between suites and rooms may be different from day to day.

Blackout dates. Using the Suite Night Upgrade is subject to the same blackout dates as the availability guarantee provided by the Programme. The official calendar of dates on which the availability guarantee does not apply is regularly updated and displayed for Members on the all.com website. It is up to Members to take note of these dates before booking a stay for which they require an availability guarantee (See list of dates, available [here](#)).

Booking and validity date.

When a member has one or more Suite Night Upgrade(s) expiring on 31 December of the current year (year N), they will have until 11:59pm CET on 31 December of year N to make a booking and use the Suite Night Upgrade(s).

This booking may be for a stay during the current year (year N) or a stay occurring the following year (year N+1), provided that the stay ends (checkout) before 31 December of year N+1.

For example, if a member has two (2) Suite Night Upgrades expiring on 31 December 2022, they can make a booking on 29 December 2022 and use both Suite Night Upgrades for a stay in March 2023.

On the other hand, if a member has made a booking that includes a Suite Night Upgrade expiring on 31 December of year N for a stay occurring the following year (year N+1), and cancels their booking before their stay in year N+1, the Suite Night Upgrade used will be considered expired and will not be returned to the member's account. The rate reimbursement will follow the general terms and conditions of sale associated with the

selected rate at the time of booking. In order to change a booking with a Suite Night Upgrade, members must cancel the original booking in order to create a new one.

9.3.5 Eligible rooms

Eligible rooms vary by hotel. Certain suites may be excluded, such as Presidential suites and VIP suites.

Each type of room eligible for this benefit is paired with a specific type of suite at each hotel offering the benefit. The room type eligible may not be the standard room type.

The individual availability of the «room» and of the «suite» is a necessary but not sufficient condition for the use of a Suite Night Upgrade Suite Night Upgrade on a given day. In any case, the “suite” and the “room” must be booked at the same sales conditions of rate.

9.3.6 Eligible Rates

Eligible rates include all standard rates (including the ALL - Accor Live Limitless and Accor Plus Member rate) and all promotional rates except the following:

- Excluded rates mentioned in Article 7.2 ‘Rates Eligible to Earn Points’ of the General Conditions of Membership;
- Family offers;
- Package rates;
- Day Use Rates;
- Corporate Rates;
- ibis Business and Accor Plus membership card rates

9.3.7 Terms of Cancellation and Changes

The usual terms and conditions of sale apply to bookings made with a Suite Night Upgrade. These conditions determine the ability or not to change or cancel a booking free of charge.

If a pre-booked stay is cancelled prior to the stay and according to the terms laid down in the terms and conditions of sale accepted when making the booking, the conditions of sale govern the decision as to whether the cost of the booking should be reimbursed.

However, if a Member cancels before staying date begins, a stay for which one or more Suite Night Upgrades were used, these benefits will be systematically returned to them and re-credited to their account, within a maximum period of seven (7) days, provided that the Suite Night Upgrades had not expired on the date the booking was cancelled, as stipulated in the booking and validity date paragraph in Section 9.3.4.

No changes can be made to the dates booked using the Suite Night Upgrade. The booking must be cancelled then resubmitted (with no guarantee of availability or identical rate).

The Suite Night Upgrade will not be refunded to Members in the event of a no-show for the booked stay or early check-out.

9.3.8 Non-Combinable Benefits

Suite Night Upgrades cannot be combined with:

- The use of Rewards Points when booking,
- The use of a Stay Plus night, a benefit awarded to members of the Accor Plus membership programme,
- Upgrades subject to availability awarded to Gold status and higher.
- 'Best price guarantee' policy.

9.3.9 Member Responsibilities

Accor reserves the right to immediately void any Suite Night Upgrade that has been sold or transferred to a user other than the Member for whom it was originally intended or that is deemed to have been fraudulently acquired.

In such an event, the Member may be held liable as set forth in Article 6 'Member Responsibilities' of the Programme's General Conditions of Membership.

9.4 **Complimentary breakfast**

This benefit offers Members – from Diamond Status upwards – a standard weekend breakfast service (excluding room service and tips) for any eligible stay carried out at hotels participating in this offer. This benefit is available to the Member, as well as the occupants of their room, unless otherwise stated in the Special Terms of their booking.

At the time of booking, the member can select specific offers, which include breakfast on the nights in question (only weekend nights). These offers are available on the direct channels listed below:

- Accor All app,
- all.com website,
- via telephone by contacting the hotel or our call centre directly.

In the event of a booking involving several rooms, only the occupants of the room belonging to the Member who made the booking may avail of the complimentary breakfast.

If the Member arrives at the hotel without selecting the dedicated offer when booking or does not have a booking, they may request the complimentary breakfast on weekends at the time of check-in.

However, if the Member makes a booking by selecting a rate (other than the dedicated complimentary breakfast rate), where breakfast is already included for the entire duration of the stay, no deduction for the value of the breakfast (or refund if it is a pre-paid booking) shall be applied retroactively for weekends.

The nights covered by this benefit depend on the country of the hotel, as described below:

- Thursday and Friday nights for following countries: Qatar, Bahrain, Jordan, Egypt, Algeria, Oman, Saudi Arabia, Kuwait, Irak, Syria, Sudan, Libya and Comoros, i.e. a complimentary breakfast on Friday morning and on Saturday morning.
- Friday and Saturday nights in the rest of the world, i.e. a complimentary breakfast on Saturday morning and on Sunday morning.

In Asia-Pacific, this benefit is available to Members throughout the week from Platinum Status and above, in participating hotels and resorts as follows:

Hotels with an executive lounge offer breakfast in their executive lounge.

In hotels that do not have an executive lounge, breakfast is served at the hotel restaurant.

This offer does not apply to Gold lounges at Fairmont Hotels.

This offer is not available in every participating hotels of ALL – Accor Live Limitless programme. For instance, hotels that do not have a restaurant and those that only offer rates which include breakfast are excluded from this offer. The complete list of participating hotels can be found [here](#).

9.5 Gifting Gold status to the person of your choice

From the Diamond Status, the Member may grant a Gold status to the person of their choice ('the Beneficiary').

Eligibility conditions:

- The Beneficiary must be a member of the Program and have a Classic or Silver status.
- The Member and the Beneficiary must have accepted these TCM and have an active account (not suspended, terminated or no longer active).

This benefit is available only once (1) until the expiry date of the Member's current Status. Once Gold status is granted to the Beneficiary, the Member will no longer be able to take advantage of this benefit until the expiry date of their Status and it is not possible to cancel or modify this operation (in the event of a change of mind or a Beneficiary error, for example). If the Member does not use this benefit before the expiry date of their Status, they lose the opportunity to gift a Gold Status. If the member renews their status the following year, they will benefit from this advantage again (without the possibility of cumulation in the event that they have not used the advantage the previous year).

To offer a Gold Status, the Member must go to Status > Benefits within the 'My Account' section of all.com and enter the e-mail address associated with the Beneficiary's loyalty card. If the Beneficiary meets the eligibility conditions mentioned above, they immediately upgrade to Gold Status and a confirmation is sent to them by e-mail, mentioning the surname and first name of the Member who made the donation. An e-mail is also sent to the Member to confirm the use of the benefit, mentioning the full name of the Beneficiary.

The Member can also take advantage of this benefit by contacting our Customer Care team who will perform the procedure on his behalf. They must communicate the full name and e-mail address associated with the Beneficiary's loyalty card.

The Beneficiary's elevation to Gold Status takes effect from the day the confirmation is sent by e-mail. The Beneficiary will enjoy Gold Status and the benefits associated with it as defined in these TCM. It is specified that the elevation to Gold status does not generate any additional credit for Status Nights, Status Points or Rewards Points.

The expiry date of the Beneficiary's Gold Status is equal to the expiry date of the Member's Status at the origin of the donation. After this date, the Beneficiary shall follow the rules for elevation to the next status as defined in Article 8 of these TCM.

If the Member wishes to grant Gold Status to a person who is not a member of the Programme, they must first invite the Member to join the Programme and then follow the conditions described above.

The benefit of gifting status may only be done free of charge. If it is determined that the gifting of status was listed or advertised for sale or auction on the Internet, in newspapers and magazines, or other similar means, the programme will immediately terminate the memberships of both the issuing and receiving member involved in the transaction, under the term of article 12.2.

9.6 Dining & Spa Rewards

Eligible Members. This benefit is offered from the Diamond status of the Programme to Members who have reached 26,000 Status Points. A Dining & Spa Reward is an electronic voucher/certificate worth EUR 10 (ten Euros), that can be used by a Member towards their spend in bars, restaurants and spas in participating hotels during an Eligible Stay. List of participating hotels available [here](#).

When the Member reaches 26,000 Status points in year N, they obtain one set of ten (10) Dining & Spa Rewards valid until the end of December of year N+1. Under no circumstances can they be issued if the condition of attaining 26,000 Status Points during the calendar year is not met.

Conditions of use. Dining & Spa Rewards are exclusively credited to the Member's account, visible online on the Website and the Accor All application. No paper voucher will be issued neither can they be sent by email. The Member is notified by email of the Dining & Spa Rewards credit on their account.

Dining & Spa Rewards are valid for all spa services, including products sold at the spa shops. They can be used to pay for in-room dining, mini-bar and for breakfasts when these are added to the booking as an extra. If breakfast is already included in the room rate, Dining & Spa Rewards cannot be used to pay for this meal. Depending on the legislation in force in the country of the hotel, vouchers may not be accepted as payment for alcoholic beverages. These cannot be used as payment for tips.

The use of the Dining & Spa Rewards is exclusively reserved for the Member and is subject to their presence during an Eligible Stay at the hotel. They can be used at any time between check-in and check-out, so that the value of the vouchers used is deducted from the Member's invoice.

The use of vouchers may be subject to validation by the Member by sending a security code by text message and/or email.

Once the voucher has been used, it is no longer possible to cancel. Vouchers used cannot be credited back to the Member's account.

The Member can use between 1 and 10 vouchers per stay (between the date of check-in and check-out). Each voucher can only be used if the Member spends a minimum of ten (10) Euros (including tax) on food and beverage and/or spa services. As an example, the Member may not use two vouchers to pay an expense of 15 Euros. No change or cash back will be given to the Member.

The Member must use the payment methods usually accepted at the hotel to pay for the amount not covered by the voucher(s).

The amount of the voucher(s) used will be converted into the hotel's local currency according to the Accor group's reference exchange rate in effect at the time of payment, as extracted from the "Multicurrency" database (database of monetary or financial information from the Reuters bank).

The advantage can be combined with promotional offers and the use of Reward Points.

Vouchers must be used to pay for a service actually provided no later than December 31 of the year of validity of the vouchers.

The vouchers are non-refundable and cannot be exchanged for cash in part or full. Vouchers cannot be sold or transferred to a third party. If a transaction or any attempt to sell a voucher were observed, Accor reserves the right to cancel the voucher(s) in question and to terminate the membership of the Member involved according to the conditions detailed in the 12.2.

10. USING REWARDS POINTS

Please note that only cardholders may redeem Rewards Points from their account.

Members can redeem their Rewards Points to obtain Rewards, including:

- a discount on the invoiced amount issued for the Eligible Stay;
- benefits with certain Partners, notably by converting Reward points into points from other Partner loyalty programmes (e.g. miles from airline loyalty programmes);
- or
- products or services obtained through the Programme's online shop ("Limitless Experiences") in countries where it is available.

Members can also donate their Reward points to organisations or foundations chosen by the ALL programme, the list of which can be found on all.com.

The use of Rewards Points to obtain a reduction on an Eligible Stay is subject to compliance with the following rules:

- Members must be present at the hotel for the duration of the stay and must show their Membership card;
- Reward points can only be redeemed for Eligible Stays to earn ALL – Accor Live Limitless points under Article 7 of the Programme's General Terms and Conditions;

- Reward points may be redeemed for bookings in a participating hotel made on all.accor.com, the Accor All application, via the Accor Booking Office by telephone or by booking directly with a participating Accor hotel. Reward points may also be directly redeemed at the reception of a participating hotel during an Eligible Stay;
- Reward points can only be redeemed in multiples of 2000, which qualifies for a 40 euro (€40) discount on the price of the accommodation or expenses incurred on-site (including taxes). Members cannot redeem Reward points if it qualifies for a discount for an amount greater than the total price of the accommodation or expense concerned. Members must use the methods of payment normally accepted online or at the hotel to settle the amount not covered by the discount obtained;
- Bookings at a rate requiring prepayment (where cancellations and changes are not permitted) cannot be made using only Rewards Points. A portion must include to be paid by credit or bank card.
- it is not possible to redeem Reward points on Day Use rates.
- up to 1,000,000 Reward points can be redeemed in multiples of 2,000 Reward points on the all.accor.com website when booking.
- Rewards Points may be redeemed directly at the hotel at any time during an Eligible Stay, between the Member's Check-in and Check-out.
- If Rewards Points are redeemed to obtain a discount on the price of accommodation or an expenditure charged in a currency other than euros, will entail the application of the Accor Group's benchmark exchange rate is used, as taken from the Multicurrency database (a database of monetary and financial information from Reuters bank). This rate shall be applied:
 - Upon check-out for the use of Rewards Points in a reservation which does not require pre-payment;
 - Upon payment when redeeming Rewards Points in a booking which requires pre-payment;
 - Upon request for the use of Rewards Points directly at the hotel during a stay;

Rewards Points redeemed by a Member can only be recredited to the Member's account in the following cases:

- Automatic cancellation of a booking for which Rewards Points were redeemed, as a failed or declined payment cancellation;
- Cancellation of a booking for which Rewards Points were redeemed by the Member before Check-in, at rates where cancellations and changes are permitted;
- Change of a booking for which Rewards Points were redeemed by the Member leading to fewer Rewards Points redeemed than when making the original booking, at rates where cancellations and changes are permitted (unless the Member has already checked in);

- Failure by the Member appear at the hotel for a booking for which Rewards Points were redeemed, at rates where cancellations and changes are permitted (the amount of the first night will still be charged);
- Rewards Points will not be recredited in the event of a Member's request to change or cancel a reservation and changes and refunds are not permitted;
- Rewards Points will not be recredited if they have expired between the time of the booking and the cancellation of an Eligible Stay booked by the Member using Rewards Points;
- Rewards Points redeemed directly at a participating hotel during a stay cannot be recredited after the Rewards Points are confirmed to the Member by the hotel to use their Rewards Points;

Some participating hotels do not accept Rewards Points to reduce discount restaurant expenditures. A list of these hotels concerned [available here](#).

- Eligible Stays and expenses deemed eligible expenditures, as per these Terms and Conditions, defined herein, entirely paid for in full with Rewards Points do, however, earn Status Nights, provided that the conditions for so doing, as defined in the Programme TCM, are met.
- when Eligible Stays and eligible expenditures partially paid for with Rewards Points earns Points on the portion that was not paid for with points.
- Rewards Points can only be used for professional events (seminars, conferences, etc.) by one individual who has subscribed in the Meeting Planner programme for meeting organisers, as per the specific conditions related to this offer, [available here](#).

Obtaining Rewards from Partners (including converting points from other loyalty programmes) is subject to compliance with all the applicable conditions provided for by each Partner (number of Reward points required to redeem the Reward, dates, availability, etc.) For Partners that allow the conversion of Programme Reward points, all Reward Point conversions may only take place on an account registered with the Partner that is under the same name as the Member. Once the first conversion is carried out, the Member's Programme account is linked to their Partner account. The Partner account may not be linked to another Programme account.

Rewards Points will not be recredited in the event of them expiring between the Member activating the Points transfer if they have expired between the time the conversion took place and the transaction was rejected by the Partner programme.

These terms and conditions are available on the Programme Partners section of the all.com website.

To obtain Rewards at the Limitless Experiences store, the Member must observe the store's general conditions of use and the general terms and conditions laid down by each partner whose products or services are available to order. The Member can view the terms and conditions and is asked to accept them each time he/she places an order is placed via the online store.

Rewards redeemed in the "Limitless Experiences" shop using Reward points cannot be resold.

In any case, the use of Rewards Points may not be redeemed for money in any form whatsoever, for the purposes of refund. When redeeming Rewards Points, the Member accepts that transaction information and transactions recorded in the computer systems used by ACCOR will constitute proof that the transactions were made until evidence is shown to the contrary.

11. MEMBER ACCOUNT ISSUES

11.1 Reporting missing points within the network of participating hotels

If the Member notes that his/her Points were not credited as expected after a minimum correctly within seven days of the Check-out date for an Eligible Stay, the Member may submit a claim for Points adjustment within six months of the stay in question based on the check-out date. To do this, Members just need to follow the 'Report Missing Points' procedure, which is accessible from their account or from the contact form in the 'Help' section of the website ([available here](#)).

For the claim to be processed, the Member must attach a copy of the paid invoice from the relevant hotel. This invoice must not include handwritten modifications. Only the document printed by the hotel is acceptable and must be established in the name of the Member making the claim.

The submission of a duly substantiated complaint shall give rise to the accurate recording of Reward points in the Member's account and the addition of Status points for the calendar year during which the stay involved in the complaint took place. If the correct addition of missing Status points allowed the Member to access a different Status under the rules set out in Article 8 above, then this status will be assigned to the Member for the remainder of the current calendar year.

If the Member is incorrectly refused a Points credit or benefit relating to his or her membership Status level, ACCOR's responsibility is limited to correctly recording Points on the Member's account.

11.2 Reporting missing points involving Partner brands

For any questions regarding the accumulation of Reward Points earned through Programme Partners, Members must follow the 'Report Missing Points to Partners' procedure from the contact form in the 'Help' section of the website ([available here](#)) and attach all of the required supporting documents.

The Member must wait at least six weeks from the date the Partner service was provided before submitting a claim. The maximum time limit for submitting an adjustment claim following a transaction is specific to each Partner and is listed in the loyalty programme section of the Website.

For Rewards Points to be credited, the paid invoice corresponding to the claim must be in the name of the Programme's Member making the claim.

When converting Rewards Points into other loyalty programme points or air miles, ACCOR's responsibility ends when the request to convert Points is confirmed by the Partner programme. If, however, Rewards Points have been debited from the Member's account but

points or air miles have not been credited to the Partner programme account within six weeks, the Member should contact the administrator of the Partner programme within the time limits specified by the programme.

12. SUSPENSION OR TERMINATION TERMS AND PROCEDURES

12.1 Termination by the Member

Members can decide not to participate in the Programme at any time. All they need to do is send a request from the 'Support' section of the website ([available here](#)).

12.2 Suspension or Termination by ACCOR

Any breach of the Programme TCM by a Member using the ALL - Accor Live Limitless membership card may, at ACCOR's discretion:

- Lead to the temporary suspension of the individual's membership for a period to be decided by ACCOR, which cannot exceed three (3) months (the 'Suspension Period');
- leading to the termination of membership, i.e. the immediate cancellation of the card, associated benefits, the closure of the account and the deletion of all accumulated Points, where no compensation may be claimed by the Member for any reason whatsoever.

Furthermore, once a Member's account has been inactive for six (6) years, it will be automatically closed by ACCOR.

In the event of a Member's death, ACCOR will close the Member's account on receipt of the death supporting document requested by the customer care team and will cancel all the Status and Rewards Points as well as all the Status Nights earned by the Member.

12.3 Effects of suspension

During the Suspension Period, the Member may not redeem his/her Rewards Points according to the conditions stipulated in Article 10 herein.

During the Suspension Period, and no later than the expiry date of the Suspension Period, ACCOR may decide to:

- Lift the suspension, in which case the Member can use the benefits and services available to Members and convert Rewards Points once again;

or

- Order the termination of the membership in accordance with the provisions of Article 12 herein.

12.4 Effects of termination

For all membership cancellations, the cessation of membership implies complete withdrawal from the Programme and the end of any relationship between ACCOR and the Member under the Programme. This withdrawal shall also lead to the removal of all the Points accumulated on the day of the cancellation.

13. PROGRAMME COMMUNICATIONS

Members may access all information regarding their membership in the Programme (including their Points balance, Status Nights balance and the operation of their account) via their customer account on the all.com website. In accordance with Article 4.1, Members are reminded that by becoming a Member of the Programme, they agree to receive electronic communications associated with the operation and services offered by the Programme (information messages, Points statements, etc.). If the Member no longer wishes to receive this information, which is deemed essential for Programme operation, he/she must ask to leave the Programme (see the termination procedure described in Article 12.1).

Members may also sign up for electronic communications from the Programme to receive information about Programme offers, promotions and benefits. If the Member no longer wishes to receive these commercial communications, they may unsubscribe at any time by either *clicking on* the unsubscribe link at the bottom of these communications, or *through* their Member account. This opt-out shall have no effect on membership.

14. PROTECTION OF PERSONAL DATA

Member data shall be processed and protected as described in [Accor's Personal Data Protection Charter](#). The purpose of Article 14 is to draw the attention of Members to the major points regarding the use of their personal data as part of their membership in the Programme.

Personal information regarding the Information collected at the time of subscription or during your membership in the Programme is processed by Accor SA, as data controller, with a registered office at 82 rue Henri Farman, 92130 Issy-les-Moulineaux, France.

Data belonging to Members is processed:

- to fulfil all of the Programme's current general terms and conditions and managing Members in the ALL loyalty programme.
- based on legitimate interest, for marketing activities by Accor SA (including targeted marketing campaigns); and
- based on Members consent, so they can receive electronic marketing communications from the Programme.

Data belonging to Members shall be sent:

- to personnel authorised by entities belonging to the Accor Group in charge of operating the Programme, as well as their service providers; and
- to Programme Partners (hotels, airline companies and other contracted Partners), since this communication is required for Members to enjoy the benefits that they are entitled to as Members. It is to be stated that Members' email addresses shall not be sent to Partners so that the latter can carry out their own commercial communications, unless Members have otherwise given their express consent.

Member data can be transferred to countries that may not be able to ensure an adequate level of protection. Consequently, appropriate and adapted guarantees are put in place, a copy of which may be requested by Members. Data relating to Members may in fact, under

certain circumstances, be transmitted for the aforementioned purposes, to recipients located in countries that are not members of the European Union, namely:

- Partners, for the purposes of managing the transfer of Reward points and handling complaints. The list of Partners airlines is available in the loyalty programme section on all.com ([available here](#)). Members must expressly agree to each transfer of data, which is required for transferring Rewards Points or transferring miles;
- entities and hotels participating in the Programme, where this transfer is required to fulfil the contract concluded by the Member and the controller;
- to external providers with call centres in order to deal with complaints according to the assigned scope, these data transfers being contractually regulated.

Accor SA also processes personal data, based on its legitimate interest, to detect and manage anomalies, notably fraud, which may occur when a Member joins the Programme or when earning or using Points. The data collected in this context is for authorised staff at Accor SA, its services providers and, if necessary, loyalty Programme Partners and the manager of the hotel concerned by the anomaly.

Any Member has the right to request access to their personal data, and the rectification, erasure, limitation, or opposition to processing and portability of their data by writing to data.privacy@accor.com. Members also have the right to give instructions as to how this information should be processed following their death. All Members also have the right to file a complaint with a supervisory authority.

15. ACCEPTANCE OF GENERAL CONDITIONS OF MEMBERSHIP, SETTLEMENT OF LITIGATION AND APPLICABLE LAW

Joining the Programme implies acceptance without reserve by Members of the Terms and Conditions of the Programme Membership. These Conditions shall prevail over any previous TCM.

In case of a dispute between a Member and Accor concerning the Programme TCM, the Member may appeal to a conventional mediation procedure or to an alternative method of settlement, per the conditions stipulated by applicable law.

If the Member brings the dispute to Accor customer care using the 'Contact us' page on the Website ([available here](#)) in an amicable attempt to settle the dispute amicably and receives a negative or no response within 60 (sixty) days of the Customer Service referral date, the Member may appeal to the Tourism and Travel Mediator at BP 80303 – 75823 Paris Cedex 17.

The procedure for submitting the dispute to the Mediator and the Mediator's contact information are available at www.mtv.travel.

- The dispute may be brought to the Mediator within twelve (12) months after the first complaint. Contact information for the mediator and the means of referral are available in the 'Assistance' section.
- The form to bring the event of a dispute to the Mediator is available at [here](#).

- Members are also informed by ACCOR that they may opt for a conventional arbitration procedure or any other European online dispute resolution method, platform also exists, and can be accessed at [here](#).

Members remain free to accept or refuse mediation, and if mediation is used, each party is free to accept or refuse the solution proposed by the mediator.

Any concern over the interpretation or performance of the Programme TCM that cannot be resolved amicably per the conditions above is submitted to the exclusive jurisdiction of the appropriate courts of Paris, even in cases of emergency interim proceedings, third-party complaints and multiple defendants. By way of exception to the above, Members, as consumers, can choose to bring any dispute before the jurisdictions in their place of residence or, at their discretion, before any other regional jurisdiction appropriate under the civil procedure code, per Article R.631-3 of the French Consumer Code.

The Terms & Conditions of the Programme are governed by French law, without obstructing any mandatory protections that may apply in the consumer's home country.

16. ADDITIONAL INFORMATION

Additional information and details regarding the Programme, and notably including additional services provided by each participating hotel and the benefits offered by each Partners, are available in the loyalty programme section of the Website.

			
<i>Luxury</i>	<i>Premium</i>		<i>Economy</i>
RAFFLES BANYAN TREE SOFITEL LEGEND SLS SOFITEL RIXOS	ORIENT  EXPRESS DELANO Fairmont SOY THE HOUSE OF ORIGINALS	mantis Art Series MONDRIAN swissôtel 25h <small>twenty five hours hotels</small> MÖVENPICK PEPPERS	 pullman ANGSANA HYDE GRAND MERCURE THE SEBEL
		mantra NOVOTEL Mercure adagio MAMA <small>SHELTER</small> TRIBE	BreakFree ibis ibis <small>STYLES</small> greet