

# GENERAL TERMS AND CONDITIONS OF THE TAYKO MEMBERS PROGRAM

## INTRODUCTION

The present Terms and Conditions regulate the **Tayko Members** Loyalty Program (hereinafter, the PROGRAMME) owned by **Tayko Hotels** (Byou Hotels, S.A. with NIF: A95883344, registered office at C/ Ribera 13, 48005 Bilbao, Bizkaia and subsidiary companies of the group).

These conditions detail the operation of the Program by the holders of the Program (hereinafter, the Holder or the Holders). The Holder shall have access at all times to the general conditions governing the Program (hereinafter the Conditions), updated and in force, by consulting the website [www.taykohotels.com](http://www.taykohotels.com) in order to be informed of the Conditions that shall be applicable to them as Holders at all times and which they declare to be aware of. By expressly accepting or, as the case may be, by accepting the aforementioned Conditions without the need for a conventional signature, the Beneficiary declares that he/she is aware of their contents and is subject to them for as long as he/she remains a Beneficiary of the Program. The Card Holder will only be able to benefit from the advantages inherent to the Program in those establishments and for the services and rates that are included in the Program at any given moment. Tayko Hotels reserves the right to unilaterally modify these Conditions at any time, as well as to modify the list of establishments, services and rates included in the Program. Said new Conditions shall be made available to the Holder in the same manner and form as the present conditions. The Program is regulated from this moment on by the present Conditions, and it is expressly declared that any previous general conditions of the Program are annulled and without effect.

## PARTICIPATION IN THE PROGRAM

### **Enrollment Process**

Registration in the Program is free of charge.

Individuals over 18 years of age who have read and accepted the conditions of participation in the Program can register in the Program through the channels that Tayko Hotels has enabled for this purpose at all times.

The channels to apply for registration in the Program and enjoy the benefits associated with it, are as follows:

- Through the web page [www.taykohotels.com](http://www.taykohotels.com) filling in the online registration form.
- Through the hotels belonging to the Program by means of verbal confirmation by the client or any other means made available by Tayko Hotels in which the client expresses his/her express consent to belong to the Program.

It is essential to have a valid individual e-mail address in order to register for the Program. The same e-mail address will not be accepted for two or more members.

### **Consent for Commercial Actions**

By registering as a member of Tayko Members, the interested party voluntarily accepts to be part of the club and expressly consents to receive commercial communications related to the services and promotions offered by Tayko Hotels, as long as he/she remains a member of Tayko Members. These communications may include, among others, exclusive offers, news about events, and special promotions.

The interested party has the right to revoke this consent at any time. Revocation of consent will automatically terminate your membership in Tayko Members, which will result in the loss of all associated membership benefits and advantages from the time of termination.

### **Program Members**

The Program Members can be natural persons over 18 years of age.

### **Categories**

The Program will award the following categories according to the following criteria:

- MEMBERS: This category will be assigned to new Cardholders.

Tayko Hotels reserves the right to assign at its discretion any of these categories, as well as other extraordinary benefits to groups of clients, which, due to their scope of work or influence, may be considered appropriate without them having to comply with the conditions reflected herein.

## **BENEFITS OF THE PROGRAM**

The Program shall entitle the Holder to enjoy the benefits, prior identification as members of the Program.

Cardholders may consult the benefits associated with their category at [www.taykohotels.com](http://www.taykohotels.com). The benefits are detailed below:

- a) Obtain a discount on the total net amount of the reservation.

- b) Benefit from the Program's exclusive advantages, benefits and promotions, depending on the category.

Accumulation percentages on the lodging invoice: MEMBERS clients may benefit from a 10% discount during the direct booking process.

Benefits are not cumulative with other discounts and/or promotions.

Tayko Hotels reserves the right to define the rates on which the discounts for members of the loyalty program will be applicable, as well as the specific percentage of discount corresponding to each of these rates.

The allocation of rates and the determination of discounts may be modified or adjusted at any time, without prior notice, based on commercial policies, market conditions or any other criteria that Tayko Hotels deems appropriate.

Any of the advantages referring to exclusive Tayko Members rates will only apply to reservations made directly on the website [www.taykohotels.com](http://www.taykohotels.com) or in the hotels belonging to the Program.

The advantages of the Tayko Members program are granted only to natural persons, who enjoy any benefits of their membership personally. Legal entities may not register in the program or accrue any benefits.

## **TAYKO MEMBERS**

Once the user has registered as a Program Holder, he/she will be able to access the private pages of the Program, as long as he/she identifies him/herself correctly.

By means of the access to the private pages of the Program, the Holder will be able to, among others: consult his/her reservations and reserved nights, see in detail the last movements in terms of stays, modify his/her personal data, make reservations, consult information about the Program, and carry out the rest of the operations that Tayko Hotels makes available to the Holder.

Tayko Hotels is not responsible in any case for the undue access by a third party to the private pages of the Program, nor for the fraudulent use that the Holder may make of the data or information.

## **CANCELLATION OF PARTICIPATION IN THE PROGRAM**

The participation in the Program shall not have an expiration date, but the account may be cancelled, as well as the participation in the Program for any of the following reasons:

**a) At the request of the Holder.**

At any time the Holder may terminate his/her membership in the Tayko Members Program. To do so, he/she must communicate in writing his/her express desire to unsubscribe from the program by e-mail to the address [members@taykohotels.com](mailto:members@taykohotels.com) providing the following information: Full name of the holder, and e-mail address associated with his/her Tayko Hotels account. Said voluntary cancellation will imply the loss of all advantages and benefits automatically from the moment in which the account is deactivated and the condition of Holder is lost.

**b) At the request of Tayko Hotels.**

Tayko Hotels reserves the right to temporarily suspend or permanently terminate any Holder from this Program in the following cases:

- When the Holder has not enjoyed the products and services offered by Tayko Hotels within a period of 12 months and/or has not carried out procurement movements via invoicing.
- When he/she has made an improper or fraudulent use of the Program: breach of the Terms and Conditions, irregular payment or inappropriate behavior in the hotel, without prejudice to the claim for damages that Tayko Hotels may file, if applicable.
- When circumstances of force majeure or legal, governmental or other impositions make the cancellation of the Program necessary.
- When reasons of business strategy of Tayko Hotels so require.
- Due to death or disappearance of the Tayko Members Account Holder.

In all the above mentioned cases, the Account Holder will automatically lose the benefits associated with the Program, losing all the accumulated Benefits. In the case of cancellation due to Hotelatelier's business strategy, the Cardholders will be granted a period of 6 months to only enjoy the benefits and advantages associated with the same in their next stays during those months after the cancellation of the program, if any.

In each and every one of the cases listed under b) above, this being a free Program for the Holder, the latter expressly waives the right to claim damages from Tayko Hotels for the cancellation of the Program.

The sale or barter of any Program Advantage is strictly prohibited and will result in the immediate cancellation of participation in the Program.

## **RESPONSABILIDAD**

Tayko Hotels will not be responsible for:

- a) For the use and/or purpose that the Holder may give to the program and advantages thereof.
- b) For any breach of the obligations stipulated by the Holder.
- c) For any deficiency, failure to upgrade members, data processing, etc. not directly attributable to Tayko Hotels or beyond the reasonable control of Tayko Hotels.
- d) For any damages resulting from the misuse of the program by the Holder in accordance with the provisions of these General Terms and Conditions.
- e) For the reliability, availability or continuity of the services made available to the Holder by telematic means, so it excludes any liability for damages of any kind that may be due to the lack of availability, reliability or continuity of its website or its services, although it will try to provide, to the best of its ability, technical assistance to the person concerned.
- f) Tayko Hotels is not obliged to control and does not control in advance, the absence of virus or elements in the contents that can produce alterations in the software or hardware of the users or persons that visit the pages of Internet, reason why it will not respond of the damages and damages of any nature that could derive from the same ones.

## **CONFIDENTIALITY AND DATA PROTECTION.**

### **PRIVACY POLICY. YOUR DATA SAFE.**

Information in compliance with personal data protection regulations.

In Europe and Spain there are data protection regulations designed to protect your personal information that are mandatory for our Company. Therefore, it is very important for us that you fully understand what we are going to do with the personal data we ask you for.

In this way, we will be transparent and give you control of your data, with simple language and clear choices that will allow you to decide what we will do with your personal information. Please do not hesitate to ask us if you have any questions after reading this information. Thank you for your cooperation.

Who are we?

- Our name: Tayko Hotels (formed by the companies listed above).

- Our main activity: accommodation establishments
- Our address: Calle Ribera 13, 48005 Bilbao, Bizkaia.
- Our contact telephone number: +34 944 652070 (BILBAO), +34 955 830 047 (SEVILLA).
- Our contact email address: members@taykohotels.com
- Our data protection contact: lopd@taykohotels.com
- Our website: www.taykohotels.com

We are at your disposal, do not hesitate to contact us.

Do you need more information about our Privacy Policy? Please consult our [Privacy Policy](#) in the following link or within our web pages [www.taykohotels.com](http://www.taykohotels.com), in the Privacy Policy section.