



General Terms & Conditions

of the Ambassador Sava Hotels & Resorts
loyalty programme

AMBASADOR

SAVA HOTELS & RESORTS

These General Terms & Conditions govern the Sava Hotels & Resorts Ambassador loyalty programme (hereinafter: the Programme), managed by Sava Turizem, d.d., Dunajska 152, 1000 Ljubljana, Slovenia (hereinafter: Sava Turizem or we), and relations with Programme members (hereinafter: Members or you). Membership in the Programme (hereinafter: Membership) is subject to these General Terms & Conditions, which supersede and prevail over all prior rules and provisions of loyalty programmes and/or terms and conditions. By accepting these General Terms & Conditions, an individual concludes an Agreement on the Ambassador Card, whereby they agree with these General Terms & Conditions and their application. An individual thus becomes a member of the Sava Hotels & Resorts Ambassador Loyalty Programme or the holder of the Sava Hotels & Resorts Ambassador card (hereinafter: Member).

The purpose of the Programme is to reward our loyal guests. As described below, Members shall be issued a Membership card (Ambassador card) and shall collect "Droplets" – the Programme currency – in return for money spent during each stay at Sava Hotels & Resorts destinations (Participating Facilities). Droplets can be redeemed for Free Nights and some additional benefits at a wide range of Participating Facilities. Additionally, Members can earn various Membership statuses depending on the nature and frequency of their spending.

1. GENERAL MEMBERSHIP RULES

- 1.1. Sava Turizem reserves the right to amend these General Terms & Conditions at any time and without prior notice. We may introduce changes that affect, without restrictions, the processes, advantages of the Programme, rules for collecting and redeeming Droplets and Membership statuses. All Membership advantages are subject to availability at the time of redeeming, unless otherwise stated. Changes to these General Terms & Conditions will be published at www.shr-ambassador.si. Once the changes are published, you shall be deemed aware of such changes.
- 1.2. Sava Turizem may cancel or terminate the Programme at any time with a six month period of notice to all Active Members and may replace the existing Programme with a similar loyalty scheme immediately after notifying all Active Members. In this case, it could happen that Members will not be entitled to collecting and redeeming advantages. If the Programme is terminated, all unredeemed Droplets will be removed with no obligations or responsibilities. The Programme may be terminated in whole or in part.
- 1.3. The issuer and owner of the Ambassador card is Sava Turizem.
- 1.4. The Droplets and Membership are the property of Sava Turizem. Upon the conclusion of Membership for any reason, all unredeemed Droplets shall be removed and the Member's right to participate in the Programme shall cease. In the event of death of the Member all unredeemed Droplets may be transferred to the account of the immediate family member (spouse, common-law partner, parents, children, grandparents, grandchildren, siblings).
- 1.5. The Droplets may be transferred within 30 days after receiving the notification on the death of the Member if the deceased Member has unexpired Droplets in their account at the time of receiving the notification. The Droplets have no monetary value and the Members cannot receive cash for any unredeemed or withdrawn Droplets. Members may not use the collected Droplets in any form of monetary value.
- 1.6. The Membership Benefits received by the Member in the context of the Ambassador Loyalty Programme are not subject to taxation pursuant to the Personal Income Tax Act (Item 7 of Article 19 of the Personal Income Tax Act). *(Pursuant to the provisions of Item 7 of Article 19 of the Personal Income Tax Act (ZDoh-2), non-taxable income are benefits received by a natural person in the purchase of goods or services, including occasional additional goods or services if such a benefit is available to all customers under the same conditions and is not related to employment or activity of the natural person)*
- 1.7. Droplets and other Membership Benefits may not be sold, exchanged or transferred (except by us). We reserve the right to refuse the redeeming of any Droplets or other Membership Benefits if we believe they were sold, exchanged or transferred in a fraudulent manner.
- 1.8. Sava Turizem and Participating Facilities in this Programme shall not be responsible for:
 - a) loss, wrong address or delay in the delivery of any Membership material, communication or rewards;
 - b) theft or unauthorised use of Droplets or other benefits or the use of benefits in a manner that is beyond our reasonable control;
 - c) any act or omission by third parties; or
 - d) any published errors in connection with the Programme, without limitations, any price or typographical errors, errors in Programme descriptions, errors in partner descriptions and errors in adding or removing Droplets to and from Membership Accounts. We reserve the right to correct errors without prior notice.
- 1.9. We shall undertake every reasonable effort to keep the data and information on our website accurate and up to date, including the links in these General Terms & Conditions. For the latest and most accurate information, please contact our

Booking Centre (+386 2 512 22 00). Sava Turizem assumes no responsibility for the consequences of any obsolete information.

- 1.10. **LIMITATION OF LIABILITY.** Sava Turizem assumes no liability for any person or act performed in connection with the Programme, with the exception of errors in connection with adding Droplets to Membership Accounts. The only means available to Members in connection with the Programme is the adding and removing of Droplets to and from the Members accounts in amounts in accordance with proof of Eligible Spending (e.g. hotel invoice). Under no circumstances shall we be liable for any damage, particularly indirect damage or loss of profit. Sava Turizem cannot guarantee the operation of the service in the event of the contractual partners' network being down, electricity outage or other technical disruptions that could temporarily disturb the operation of the service, and shall also not be responsible for eventual damage resulting from the said events. Sava Turizem shall not be responsible for damage resulting from force majeure.
- 1.11. The interpretation of these General Terms & Conditions and Rules of Membership is subject to our discretion and our decisions shall be final. At our discretion, we may deviate from these General Terms & Conditions and conduct occasional campaigns or activities offering additional benefits to chosen or specific Members.
- 1.12. These General Terms & Conditions are governed by the laws of the Republic of Slovenia. Any conflicts that cannot be resolved by mutual consent of the parties with respect to the Programme shall be resolved individually and are subject to Article 1.10. The court in Ljubljana shall have jurisdiction over any disputes that cannot be resolved by common consent.
- 1.13. Sava Turizem owns several brands, including Sava Hotels & Resorts and Sava Hotels & Resorts Ambassador, and their logos. Members are prohibited from ever acting directly or indirectly to intervene in Sava Turizem brands, claim ownership of the brands anywhere in the world, or use them in any way, unless arranged otherwise under specific agreement.
- 1.14. The current list of participating accommodation facilities is published on the Sava Hotels & Resorts website, under the Ambassador tab.

2. RIGHT TO MEMBERSHIP AND TRANSFERRING DROPLETS

- 2.1. Membership in the Programme is free and available to **natural persons** over the age of 18.
- 2.2. We reserve the right to reject or terminate Membership for any reason, particularly for reasons detailed in Article 3.5 hereof.
- 2.3. Employees of Sava Hotels & Resorts and our associated companies may participate in this Programme based on a special status, which they join voluntarily on the basis of a completed membership form and concluded employment relationship with the aforementioned entities. Upon termination of the employment relationship, they maintain the rights and benefits of the status that they held on the day of termination of the employment relationship. Subsequent transitions between Programme statuses are governed by the Rules, which apply to all Programme Members. Detailed rules and restrictions of the Silver Membership are stipulated in the internal document – *Internal Amendments to the Ambassador – Silver Members General Terms & Conditions*.
- 2.4. Ambassador Membership can be obtained by filling out and signing a printed membership form available at the reception desks of Participating Facilities or by filling out and confirming a membership form via the Sava Hotels & Resorts website, and the acceptance of these General Terms & Conditions.
- 2.5. Members shall be deemed registered for the Programme and become a Member on the day that the membership form is entered into our system. A validly completed membership form shall be signed and all mandatory fields shall be completed.
- 2.6. Droplets shall be awarded to a Member for personal spending performed in the period of 30 days prior to the submission of a valid membership form, provided you request this in writing upon submission or within 30 days after submission. If you do not enter the date of filling out the form in the membership form, the date of the entry of your membership form into the Sava Turizem system shall be deemed to be the date of submission. A written notification together with proof of payment for the services for which the Droplets are being claimed (copy of the paid invoice) shall be deemed a legitimate request for adding Droplets to the account. If no copy of the invoice is submitted, the request shall be deemed invalid and we shall not be obliged to consider it. In the context of each individual stay, no more than 5 invoices may be requested to be added subsequently.
- 2.7. The right to subsequent adding of Droplets during Membership may be requested for every paid service that corresponds to the definition of Eligible Spending and you were unable, due to errors or technical difficulties on our side, to enforce it directly at the point of sale. This right may be enforced within 30 days after payment by providing a copy of the invoice that is the subject of your request. In the context each individual stay, no more than 5 invoices may be requested

to be added subsequently. If you do not meet these conditions, we reserve the right not to consider your request.

- 2.8. The benefits and rights arising from Membership may only be used personally by a Member who has validly joined the Programme and whose name is indicated in the membership account or the Ambassador card. If a person identifies themselves with the Membership (Membership number or card) that belongs to another Member, we will reject all transactions or activities related to the Membership (use of benefits, addition of Droplets).
- 2.9. Legal persons, sole proprietors and groups are not eligible to join this Programme. Droplets also cannot be obtained for payments made on the basis of invoices made out to business entities even if the name of the Member is also listed on the invoice.
- 2.10. Every natural person is eligible to hold only one Membership. If a person tries to obtain more than 1 (one) Membership, we reserve the right to irrevocably delete the doubled application.
- 2.11. The Member proves their Membership in the Programme with their personal Ambassador Card, which they receive within 2 months after the received application for the Programme. The card is used to exercise the right to adding Droplets at points of sale and shall always be submitted when redeeming Droplets for Free Nights. The Member shall take care of their card. During the Membership Period, no more than 3 free Membership Cards are available (the first and no more than two copies in the event of theft, loss or destruction). All subsequent copies shall be charged 250 Droplets and if the Member does not have sufficient Droplets in their account, the Card is charged EUR 10.
- 2.12. An Ambassador card holder shall have the right to participate in special offers intended exclusively for the holders. Sava Turizem, d.d. reserves the right to organise such special offers at its own discretion, whereby the holder shall not be obliged to participate in such special offers.
- 2.13. Benefits provided by the Ambassador card may be changed and are different in different time periods. Benefits can be:
 - general for all Members;
 - tailored to individual Member groups subject to demographic or geographic data on Members or the extent of the use of their Ambassador card;
 - individually tailored to the holder based on the demographic and transaction data generated during the use of the Ambassador card.
- 2.14. Droplets may be transferred between two accounts within the Programme. The transfer is performed only on the basis of a signed form. The form must be completely filled out and signed by the Member who is transferring or giving their Droplets as a gift to another Member. If the Droplets are transferred between related Members, the transfer is free of charge. Family relations are limited to: spouses, common-law partners, parents, children, grandparents, grandchildren and siblings.
- 2.15. For all other transfers of Droplets between two accounts, 150 Droplets shall be charged for each transaction. The costs of transferring the Droplets shall always be borne by the Member transferring the Droplets to another Member. The amount of 150 Droplets shall be charged separately, so that the balance in the membership account (of the Member transferring the Droplets to another Member) shall be reduced by an additional 150 Droplets after the transfer. The charge shall be made at the time of transferring the desired amount of Droplets.

3. CANCELLATION OR TERMINATION OF MEMBERSHIP

- 3.1. You may cancel your Membership at any time by sending a written notice of cancellation to our address at Sava Turizem, d.d. (Loyalty Programme), Dunajska 152, 1000 Ljubljana, Slovenija or our e-mail address: info@shr-ambassador.si. In this case, all unredeemed Droplets shall be immediately removed and you will be unable to reactivate or transfer them.
- 3.2. You shall be considered an Active Member until (a) your Membership is cancelled (by you or us) and (b) you obtained Droplets at Sava Hotels & Resorts in the last 5 years are needed for achieving the active status.
- 3.3. If a Member does not have an active transaction in their Membership Account for more than 5 years, Membership shall be terminated and the Membership Account closed.
- 3.4. If you cancel your Membership or if we close your account because you are no longer an Active Member, you may re-apply for Membership at any time, however the previously removed Droplets may not be reactivated.
- 3.5. We can remove all Droplets that you have collected, cancel your Membership Benefits and privileges or terminate your Membership at any time and effective immediately with a written notice at our discretion, if we determine that (a) you violated any relevant laws, (b) you acted in a fraudulent, violent or offensive manner, (c) you violated these General Terms & Conditions, (d) you cheated or abused Droplets or other Membership Benefits or (e) you failed to pay any invoice for the money you spent in any of the Participating Facilities.

4. MEMBERSHIP LEVELS

- 4.1. SAVA HOTELS & RESORTS BLUE STATUS: MEMBERSHIP AND BENEFITS
- 4.1.1. When you become a Programme Member, you automatically gain the Sava Hotels & Resorts Blue Ambassador Status (hereinafter also the Blue Status).
- 4.1.2. As a Blue Status Member, you will be awarded 10 (ten) basic Droplets for every Euro of Eligible Spending, which is incurred and paid for by the Member at any Participating Facility (see Article 5.3 for a detailed definition of Eligible Spending). "Paid" means "receipt of payment for services rendered". If you fail to make the payment or if you contest the invoice or if your debit or credit card has been rejected, you did not "pay" and you will not receive Droplets for the transaction in question.
- 4.1.3. Blue Status Members shall be awarded 10 (ten) basic Droplets for every Euro spent on payments for food and drink, for entrance fees to water parks and sauna centres, for wellness, health and golf services, which are incurred and paid for by the Member at any Participating Facility, regardless of whether the Member is registered as a guest or not. Upon payment, the Member must identify themselves with their Membership card.
- 4.1.4. A Member may collect Droplets for several rooms and the money spent in connection with these rooms, provided that the Member who holds the Membership Card also pays the invoice and is named on the invoice; a limit of 5 (five) cheapest rooms applies.
- 4.1.5. Blue Members may not acquire Droplets for the payment of rooms if these are booked via third party channels, such as the channels listed in the description of the Eligible Tariff (for a detailed definition of the Eligible Tariff see Article 4.2.3). Blue Members may however collect Droplets for other Eligible Spending during their stay. These third parties do not meet the definition of the Eligible Tariff - consequently these overnight stays are not deemed Eligible Stays for the purposes of calculating the Minimum Gold Requirement.
- 4.1.6. The adding of Droplets is also not possible for paid spending for services that Sava Turizem d.d. offers through online coupon providers or limitations shall apply with regard to the type of the coupon. Members shall not be entitled to Droplets when cashing in a coupon where the service has already been paid in full to the agent. In the event of a partial payment via an agent, the Member shall be entitled to the awarding of Droplets for the payment of the difference up to the full price, i.e. payment that is made directly at the counter of the Sava Turizem Group. For discount coupons on a selected service, Members shall be entitled to Droplets for the discounted price, which they pay at the cash registers in the Sava Turizem Group.
- 4.2. SAVA HOTELS & RESORTS GOLD AMBASSADOR STATUS: MEMBERSHIP AND BENEFITS
- 4.2.1. You will receive the Sava Hotels & Resorts Gold Ambassador Status if you make at least 3 (three) Eligible Stays (a minimum of 2 nights) or collect 20,000 Droplets in any calendar year with the Participating Facilities (the so-called Minimum Gold Requirement).
- 4.2.2. An "Eligible Stay" in the context of meeting the Minimum Gold Requirement shall mean 2 (two) or more consecutive nights in the same Participating Facility for which you paid the Eligible Tariff and identified yourself with your Membership card or number, no later than upon the payment for the stay.
- 4.2.3. The **Eligible Tariff** is the tariff that the Member pays for their stay, excluding:
- a) the cost of accommodation where the reservation was made through a third party or agent, regardless if payment for this reservation was made at the hotel or directly to the third party, such as tour operators or third party channels, including but not limited to expedia.com, booking.com, hrs.com, gta and transhotel.com;
 - b) the cost of accommodation for groups, where the rooms are booked in the context of a conference or organised trip and paid for according to the valid price list for tour operators and business event organisers or when a joint booking was made for more than 5 (five) rooms;
 - c) prices / amounts for accommodation paid fully and directly to coupon providers
 - d) the cost of accommodation paid for according to the valid price list for tour operators and travel agencies;
 - e) free stays (including Free Night Rewards earned in the context of the Programme or otherwise)
- 4.2.4. The overnight stays used as the Free Night Reward shall be deemed Eligible Stays only if you directly (in addition to the free nights) also pay at least 2 more nights.
- 4.2.5. The qualification period for Membership in the Sava Hotels & Resorts Gold Ambassador Status (Gold Membership) lasts from 1 January to 31 December of every year. If the Member meets the Minimum Gold Requirement in the current calendar year, the Gold Member Status shall begin no later than on 31 January of the following calendar year and shall last throughout the year. If in the following calendar year the Member records at least one Eligible Stay, the Gold Membership shall be automatically renewed.

- 4.2.6. The Member may purchase a Gold Membership for EUR 50 at the reception desk of all Participating Facilities. The purchased Gold Membership shall be valid from the day of purchase. Members shall not be awarded Droplets for the purchase of a Gold Membership (EUR 50).
- 4.2.7. In addition to the benefits of Blue Membership, Gold Members shall further be entitled to:
- a) **1 (one) additional Droplet for every Euro of Eligible Spending**, which is incurred and paid for by the Member at any Sava Hotels & Resorts destination, adding up to 11 (eleven) Droplets, or a 10% bonus on the basic Droplets amount. The 10% bonus shall apply only to Droplets earned with Eligible Spending. The 10% bonus shall not apply for promotions offering special or additional bonus Droplets.
 - b) **“Room Upgrade”, i.e. accommodation in a room of higher or special quality** within the chosen accommodation category or a specific room in any Participating Facility at check-in; the Room Upgrade benefit is subject to availability for the entire length of your stay. The Room Upgrade or a specific room is defined by each individual facility and shall be limited to the category of the originally booked room. It may include rooms on higher floors, corner rooms with a better view and larger balcony, rooms with a desired view or newly renovated rooms. The benefit of accommodation in a higher quality room shall be available only for one room and for the personal use of the Member, regardless of the number of rooms booked by the Member.
 - c) **Early check-in from 12:00** on the day of arrival – subject to availability and provided if it can be confirmed when checking in at the reception of the chosen facility (except where available only by prior request).
 - d) **Priority when processing the booking**, i.e. if no rooms are available in the chosen facility, the Programme Member shall always be given priority on the waiting list for a free room. Should any rooms become available, Gold Members shall always have priority. The place on the waiting list is based on the date of the reception of an enquiry – Members with an earlier enquiry date shall have priority over those with a later date.
- In order to claim the benefits, a Member must identify themselves with their Membership card upon making an enquiry (when claiming benefits referred to in indents b), c) and d) or when making a payment (for the purpose of obtaining Droplets)).

4.3. SAVA HOTELS & RESORTS PLATINUM AMBASSADOR STATUS: MEMBERSHIP AND BENEFITS

4.3.1. The Sava Hotels & Resorts Platinum Ambassador Status is a Membership level subject to invitation at our discretion.

4.3.2. The Platinum Status may be awarded to an individual or Member at any time during the calendar year. The upgrade or awarding of the status may be approved exclusively by the executive management of the Programme (Marketing Director and members of the Management Board). One or more of the following criteria are assessed when deciding on awarding the Platinum Status:

- the individual is an opinion leader who helps build the visibility and recognisability of Sava Hotels & Resorts destinations
- the individual is a long-standing guest and ambassador who clearly contributes to increased recognisability and reputation of an individual destination and/or the Sava Hotels & Resorts brand
- the individual is a high (national or international) state representative, representative of a renowned organisation or visible public life representative

4.3.3. In addition to all benefits of the Gold Membership, the Platinum Members further receive:

- a) **5 additional Droplets for every Euro of Eligible Spending**, which is incurred and paid for by the Member at any Sava Hotels & Resorts destination, adding up to 15 (fifteen) Droplets, or a 50% bonus on the basic Droplets amount. The 50% bonus shall apply only to Droplets earned with Eligible Spending. The 50% bonus shall not apply to promotions offering bonus Droplets (e.g. double or triple Droplets).
- b) **Accommodation in the best room (room upgrade)** at Participating Facilities during their stay (subject to room availability for the whole length of the stay), excluding presidential suites. The best rooms are defined by individual facilities and are limited to the category of the originally booked room. They may however include rooms on higher floors, corner rooms, rooms with a desired view or newly renovated rooms. The benefit of accommodation in a higher quality room shall be available only for one room and for the personal use of the Member, regardless of the number of rooms booked by the Member.
- c) **Late check-out by 4 p.m.**
- d) **Guaranteed table in the hotel restaurant if available.**

In order to claim the benefits, a Member must identify themselves with their Membership card upon making an enquiry (when claiming benefits referred to in indents b), c) and d) or when making a payment (for the purpose of obtaining Droplets)).

4.3.4. Platinum Members shall not be entitled to acquiring Droplets for the payment of the overnight stay if they booked the room through third party channels, such as the channels listed in the description of the Eligible Tariff (Article 4.2.3.) of these General Terms and Conditions; however, Platinum Members may collect Droplets for Eligible Spending during their stay. As these third parties do not meet the definition of the Eligible Tariff, these stays are also not deemed Eligible Stays.

5. COLLECTING DROPLETS

- 5.1. Members can collect Droplets for Eligible Spending (see point 5.3. for a detailed definition of Eligible Spending) paid at Participating Facilities; when paying, they must identify themselves with their Ambassador card or their Membership number (if they do not have their Ambassador card on them at the time for objective reasons). "Participating Facilities" are those hotels (including apartment and bungalow villages and campsites) and destinations published on the Sava Hotels & Resorts website under the heading Ambassador.
- 5.2. Sava Turizem shall not be obliged to proactively caution Members about their Membership and the rights provided by the Membership. It is in the Member's interest to actively claim benefits and their Membership status. Sava Turizem is also not obliged to fully inform all guests who are not yet Programme members of the options provided by Membership. A guest is thus given the option of Membership and benefits based on and at the moment of their explicitly expressed wish to join the Programme (filled out membership form).
- 5.3. **"Eligible Spending"** means the money spent by the Member for Eligible Tariffs, food, drink, wellness, health and golf services and for entrance fees to the water parks and sauna centres in the Participating Facilities. Eligible Spending does not include:
 - a) the cost of accommodation not included in the description of Eligible Tariffs;
 - b) money spent on catering, meetings, seminars, conferences and other support services for business events;
 - c) free services (including Programme rewards);
 - d) other money spent for parking (if not owned by Sava Turizem d.d.), business centre services, Internet access, purchases in hotel shops;
 - e) services that the Participating Facility provides through other entities (including, but not limited to: transports, trips, dry cleaning and laundry services, florists, rental of sports equipment, vehicles and vessels);
 - f) paid annual lump sums for camping;
 - g) tobacco products;
 - h) taxes, tips;
 - i) tourist tax;
 - j) any spending not included in the description of Eligible Spending.Agents such as travel agencies and operators, or gift voucher providers and all other third parties, cannot participate in the loyalty programme. Members are thus not eligible to receive Droplets for accommodation payments if their booking was made through third party channels (specified in the description of the Eligible Tariff, item 4.2.3.(a) of these General Terms and Conditions); however, even in this case, Members can still collect Droplets for Eligible Spending during their stay. As these third parties do not meet the definition of the Eligible Tariff, these stays are also not deemed Eligible Stays for the purposes of calculating the Minimum Gold Requirement.
- 5.4. If you are a registered guest, you can receive Droplets for Eligible Spending for a maximum total of up to 5 cheapest rooms (your room plus 4 other rooms), provided you are staying in one of the rooms and are personally the holder or payer of the bill. Upon booking and payment of several rooms in the same time slot, such connected stays are deemed to be 1 (one) Eligible Stay that leads to elite membership statuses and benefits.
- 5.5. Droplets may not be acquired for invoices that were issued for the payment of no-show costs (i.e. when you booked the room but did not use it and did not cancel the room in the Participating Facility on time). Droplets may however be acquired if you decide to cut your previously booked stay short and leave the Participating Facility prior to the initially planned departure. You are eligible for Droplets for the actually paid part of the stay. A shorter stay shall be deemed an Eligible Stay counting towards elite membership statuses and additional benefits only if you stayed at the Participating Facility for at least 2 nights.
- 5.6. Droplets may also be collected for all amounts spent on food and drink in the restaurants and bars of the Participating Facilities even if you are not a registered guest, provided that you identify yourself with your Membership Card; however, such Droplets shall not count as an Eligible Stay to be added towards the requirements for elite membership statuses and additional benefits.
- 5.7. Droplets may also be collected for all amounts spent on services in wellness centres and for entrance fees to the water parks and saunas of the Participating Facilities even if you are not a registered guest, provided that you identify yourself with your Membership Card; however, such Droplets shall not count as an Eligible Stay to be added towards the requirements for elite membership statuses and additional benefits.
- 5.8. Only the Member personally may collect Droplets and add Eligible Stays towards the requirements for elite membership statuses. You may not provide your Membership number or card to third parties for the collection of Droplets or the reception of any benefits.
- 5.9. We reserve the right to remove any incorrectly or wrongfully acquired Droplets from the Membership Account at any time and without prior notice.

- 5.10. In the event of refunds for goods or services, the number of originally awarded Droplets shall be amended (reduced) accordingly.
- 5.11. Droplets shall expire and be irrevocably deleted if the Member performs no new active transaction in the period of 18 months of the most recent active transaction, i.e. Droplets acquired based on payment. Deletion is performed on the 1st day of the month for all Members who did not have at least one active transaction over the last 18 months, i.e. Droplets acquired based on payment. In such cases, Membership remains unchanged and the Member may continue acquiring Droplets, however expired and deleted Droplets cannot be reactivated. If a Member actively acquires Droplets within 18 months since the last active transaction, the previously acquired Droplets are fully preserved. The transfer of Droplets between Members shall not be deemed an active transaction.
- 5.12. All claims regarding the adding of Droplets for the paid invoices shall be filed by the Member within 30 days from the date of the invoice for the paid spending that served as basis for the adding of Droplets. We reserve the right to refuse to handle a claim after the expiry of this period if it is established that the actual circumstances at the time that the adding of Droplets took or should have taken place can no longer be established/verified. Claims can be filed only if accompanied by proof of spending (copies of invoices) that shall be submitted by the Member.
- 5.13. Members can obtain Droplets to an extent considered to be normal personal consumption of personally used services. In the event of disparities in a member's purchases, we reserve the right to limit the number of Droplets collected.

6. REDEEMING DROPLETS

- 6.1. Members can redeem the Droplets collected for free nights and other benefits, in accordance with the current benefit scale published at <https://www.sava-hotels-resorts.com/en/ambassador-loyalty-programme>.
- 6.2. Submission of one's own Ambassador card and the consequent unambiguous identification of the Member directly upon redemption is a mandatory condition for the Member to be able to redeem the collected Droplets.
- 6.3. The condition for the Member to be able to use the Droplets for free stay(s) is that, in the context of the individual stay for which they wish to redeem the Droplets, they pay accommodation costs directly for at least one night for all the persons staying with them in the room.
Members cannot redeem Droplets to pay the same bill that gives them a sufficient number of Droplets for free nights or other services.
If a Member makes a booking through an agent or third party channel, the only way to redeem Droplets is to extend the stay first by booking directly with Sava Hotels & Resorts and in the context of this additional reservation pay for at least one night.
- 6.4. During the year, members can redeem Droplets at any time with the exception of the period from 23.12. of the current year to 2.1. of the next calendar year, when Droplets cannot be redeemed for benefits of the Sava Hotels & Resorts Ambassador loyalty programme.
- 6.5. **A free night stay in a hotel or apartment** is defined as a night's stay with half board for one person.
- 6.6. **A free night stay at a campsite** is defined depending on the chosen campsite. The exact definition of a free night for each campsite is available at: www.sava-hotels-resorts.com/en/ambassador-loyalty-programme.
- 6.7. **A free night stay in a glamping accommodation** is defined depending on the chosen site. The exact definition of a free night for each glamping site is available at: www.sava-hotels-resorts.com/en/ambassador-loyalty-programme.
- 6.8. Members can redeem the Droplets collected in any way they want, in accordance with the current benefit scale published at <https://www.sava-hotels-resorts.com/en/ambassador-loyalty-programme>.
- 6.9. Droplets can be redeemed in accommodation facilities, as stated in the current benefit scale published at <https://www.sava-hotels-resorts.com/en/ambassador-loyalty-programme>, and in accordance with the definitions of free nights in paragraphs 6.5, 6.6 and 6.7. The only exception applies to redeeming Droplets for Free Nights in apartments. If a Member is staying in an apartment unit and pays the total price of renting the entire unit rather than paying for individual nights in the unit, Droplets cannot be redeemed for Free Nights.
- 6.10. Droplets also cannot be redeemed for stays in presidential suites and luxury suites; when planning a stay in a room of the highest category, members should enquire in advance at the booking centre or the reception desk of the accommodation of choice whether the room is included in the current system of Droplet benefits.
- 6.11. Members can also redeem the Droplets collected for additional benefits listed in paragraphs 6.12 and 6.13 of these General Terms and Conditions, in accordance with the current additional benefit scale and related terms of use published at <https://www.sava-hotels-resorts.com/en/ambassador-loyalty-programme>.
- 6.12. **Use of the baby cot** is defined as free use of the cot in the parents' room for the

number of nights chosen by the Member. The Member may redeem the corresponding number of Droplets with respect to the available balance in their Membership Account: use of the cot for one night = 1,000 Droplets, 2 nights = 2,000 Droplets, etc. The free use of the cot is available only if the Member redeeming this benefit is also the payer of the basic hotel stay. The Member shall use the benefit directly upon previous inquiry during the booking and the use of the free cot is subject to current availability. This benefit may not be redeemed with a stay that the Member booked through third party channels defined in Article 4.2.3. and/or paid for with coupons purchased from online and other providers.

- 6.13. **Prolonged stay until 8 p.m. on the day of departure** is defined as free prolongation of the use of the same room in which the Member stayed. By redeeming the Droplets from the Member's Account, this room may be used free of charge also by all other persons that originally stayed in the room together with the Member. The use of the room does not include hotel meals. All guests redeeming the benefit of the prolonged stay may use the swimming pools under the same conditions as during their stay. The use of the prolonged stay on the day of departure (by redeeming Droplets) is available only if the Member redeeming this benefit is also the payer of the basic hotel stay. This benefit may be redeemed only by directly inquiring at the reception desk of the Participating Facility and is subject to current availability. This benefit may not be booked prior to arriving to the Participating Facility. The Member shall check the availability of redeeming this benefit during their stay directly at the reception desk of the Participating Facility. This benefit may not be redeemed with a stay that the Member booked through third party channels defined in Article 4.2.3. and/or paid for with coupons purchased from online and other providers.
- 6.14. When redeeming Droplets for Free Nights, Members shall pay the tourist tax and the registration fee.
- 6.15. If the Member redeems a Free Night in the context of a package whose price also includes additional/special restaurant, golf, wellness and/or health services, the value of the latter is not subject to the reward. The Member shall correspondingly pay for these services.
- 6.16. Droplets may not be exchanged for cash, prizes or credit. The rewards shall be redeemed in accordance with these General Terms & Conditions.
- 6.17. Rewards cannot be transferred to third parties.
- 6.18. If it is determined that rewards have been exchanged, sold or handed over to a third party, who is not an eligible recipient, we reserve the right to propose measures at own discretion, which are aimed at eliminating the consequences of such unauthorised use of the benefits.
- 6.19. If a facility where you have made a reservation should leave Sava Hotels & Resorts or stop participating in the Programme prior to your arrival, every reasonable effort shall be taken to ensure that your reservation is upheld or we shall provide comparable accommodation in the vicinity. However, we cannot ensure that rewards or Free Nights shall be honoured. After the date when a facility ceases to be part of Sava Hotels & Resorts or cancels its cooperation in the Programme, you shall no longer be entitled to collecting Droplets in this facility even if your reservation was made prior to this date.
- 6.20. Droplets shall be added to the Member's Account upon paying the invoice at the contact point.
- 6.21. When buying a gift voucher Droplets shall be awarded to the Member purchasing and paying the voucher, provided that they show their Membership Card or state their Membership Number when making the purchase. The recipient/redeemer of the gift voucher is not eligible to receive Droplets.

7. COMMUNICATION

- 7.1. All communications within the scope of the Programme are received by Members on their regular or e-mail address that they provide on the membership form or which they later change. Sava Turizem d.d. uses e-mail message forwarding as the preferred communication channel. In exceptional cases, a Member can also be called and sent an SMS/MMS to the telephone number they have provided us. If we do not receive information on rejected communication or failed delivery, the Member is deemed to have received the communication.
- 7.2. A Member shall be obliged to communicate any change to their contact details within 30 of the change occurring. A Member communicates a change to their contact details and Sava Turizem acknowledges it in accordance with chapter 8 of these General Terms & Conditions (right to rectification). Sava Turizem assumes no responsibility for eventual damage resulting from the use of outdated contact details of the Member.
- 7.3. Communications within the scope of the Programme are occasional and encompass mainly:
- notification on the Membership status, balance of Droplets on the Membership account and their validity;
 - notification on the rights under the Membership status and the possibility of redeeming the Droplets;

- notification on the options for obtaining Droplets;
 - notification on other legal and technical matters related to Membership;
 - communication of tailored offers, benefits and event invitations that we believe the Member is interested in based on the Membership (hereinafter: Personalised Direct Marketing);
 - communication of general advertising content on the offer and events of Sava Turizem and its business partners (hereinafter: General Direct Marketing);
 - invitations to fill out polls and surveys on satisfaction with the Ambassador Programme, user experience at all Sava Turizem destinations and with the Sava Turizem online shop as well as with individual services (hereinafter: Opinion Polls).
- 7.4. Members can obtain all information regarding Membership (especially about the Membership status, balance of Droplets on the Membership account and their validity) by calling the booking centre or writing to the following address at any time: info@shr-Ambassador.si. Information on Membership is communicated exclusively to the Member's regular or e-mail address indicated in their profile. Upon a call to the booking centre, we request an additional piece of information (e.g. date of birth) in order to confirm the identity of the caller, which we do for the purpose of protecting privacy or personal data protection.
- 7.5. Sava Turizem is not responsible for eventual discrepancies between the Member's expectations and the selected tailored offers, benefits and/or invitations sent by Sava Turizem d.d. Discrepancies can be the result of incorrect assumptions resulting from the holder's actions (especially non-regular or selective use of the Ambassador card, allowing the use of the Ambassador card to third parties in contravention of these General Terms & Conditions, provision of incorrect, incomplete or outdated data on the status, interests, family members, etc.).
- 7.6. Members can at any time cancel the reception of Personalised and/or General Direct Marketing and/or Opinion Polls (indents 5 through 7 of point 7.3 of these General Terms & Conditions) by following the instructions in each message received or in accordance with chapter 8 of these General Terms & Conditions (*right to object*).

8. PERSONAL DATA PROCESSING

8.1. Types of data and purposes of their processing

- 8.1.1. The Ambassador card can be obtained only provided the applicant has communicated the following personal data relating to them to Sava Turizem on the form for the acceptance of these General Terms and Conditions, by way of which they enter into the Agreement on the Ambassador Card with Sava Turizem d.d.: sex, first name, last name, date of birth, data on the residence and e-mail address (hereinafter: **Membership Profile**). A Member shall be obliged to communicate any change to the data in accordance with point 7.2 of these General Terms & Conditions. When communicating data for the acquisition of the Ambassador card or upon subsequent changes to the data, any natural person can submit only one current e-mail address and only one current mobile phone number. An individual e-mail address or individual mobile phone number can be kept in the database of Ambassador card holders for only a single Ambassador card holder.
- 8.1.2. Upon the submission of the Ambassador card or identification as a Member, Sava Turizem records **data about Eligible Spending** on a Member's **Membership Profile** (especially the content and time of spending, the price, date, time and point of payment) as well as the **number of acquired Droplets or data on the use of Membership rights** (use of rights from the Membership status, redemption of Droplets, transfer of Droplets, use of exclusive offers, etc.). In addition, Sava Turizem can use the Member profile to register any preferences, requests, or information provided by the Member in the booking process or during the stay (e.g. specific requests about the room, pets, satisfaction or lack thereof with specific services, etc.).
- 8.1.3. Sava Turizem processes data on the Membership Profile for the following **purposes based legal grounds** indicated in brackets:
- in order to provide holders with the ability to exercise Membership rights, which includes communication with the Members within the scope of the Programme referred to in indents 1 through 5 of point 7.3 of these General Terms & Conditions (legal ground: Membership Agreement (Article 6/I(b) of the GDPR);
 - in order to verify compliance of the use of the Ambassador card with these General Terms & Conditions (legal ground: Membership Agreement (Article 6/I(b) of the GDPR);
 - in order to resolve eventual problems or irregularities in a payment transaction or failed transaction upon or after the effected payment and in resolving Members' complaints about problems or other complaints (legal ground: legal interest of the Members, Sava Turizem and third parties in order to prevent damage to property and abuse of charge or credit cards (Article 6/I(f) of the GDPR);
 - in order to send out invitations for participation in Opinion Polls referred to in indent 7 of point 7.3. of these General Terms & Conditions (legal ground: legal interest in promoting the sales of Sava Turizem (Article 6/I(f) of the GDPR);
 - analyse the Members' Spending in anonymized or at least pseudonymized form in order to optimise the offer and costs and raise the level of guests' satisfaction

(legal ground: legal interest of Sava Turizem to optimise its operations (Article 6/1(f) of the GDPR);

- it uses contact details for the General Direct Marketing referred to in indent 6 of point 7.3. of these General Terms & Conditions (legal ground: legal interest in promoting the sales of Sava Turizem (Article 6/1(f) of the GDPR);
- defending against legal claims and their exercise and pursuit (legal ground: legal interest of Sava Turizem (Article 6/1(f) of the GDPR).

8.2. Members' rights relating to personal data protection

8.2.1. A Member may exercise the following in relation to the processing of personal data:

- on a suitable form they obtain and submit at registration points (reception desks of all Participating Facilities);
- in writing to the address: Sava Turizem, d.d., Dunajska cesta 152, Ljubljana (with a note "Loyalty Programme");
- in writing via e-mail at: info@shr-Ambasador.si (subject: "Loyalty Programme").

8.2.2. Forms for assistance in the exercise of rights relating to personal data are also available on the website: <https://www.sava-hotels-resorts.com/en/about-us/protection-of-personal-data>.

8.2.3. The use of forms referred to in the preceding points is not mandatory. The request must contain an indication of the right the Member is exercising, first and last name, date of birth and Ambassador card number. If the Member does not know their Ambassador card number for objective reasons (loss, theft, etc.), Sava Turizem shall after receiving the request invite them to answer a control question or to otherwise prove their identity.

8.2.4. Another person can exercise the rights of a Member relating to personal data only based on a suitable authorisation from the Member.

8.2.5. When exercising their rights relating to personal data or in the event of doubt as to the correctness of personal data processing by Sava Turizem, a Member can seek assistance from the **data protection officer (DPO)** of Sava Turizem at the address dpo@sava.si.

8.2.6. A Member shall have the right to file a complaint or report with the Information Commissioner of the Republic of Slovenia (more information available at www.ip-rs.si) against a decision of Sava Turizem regarding their request for the exercise of rights relating to personal data or in case of a personal data breach.

8.3. Right to access and portability

8.3.1. In respect of all of their personal data that are processed by Sava Turizem in relation to the Programme, Members have the right to **access** data (acquisition of a copy and information relating to the processing) and the right to obtain data in a structured, commonly used and machine-readable format.(personal data **portability**).

8.3.2. The exercise of the right to access and portability is enabled by Sava Turizem based on an individual request from a Member, and partially also via the IT solutions that it provides to the Members for this purpose.

8.3.3. Once a year, Sava Turizem ensures access and portability based on an individual request free-of-charge. In the event of a request for additional copies or more frequent requests, Sava Turizem may charge a reasonable fee.

8.4. Right to rectification or the changing of data

8.4.1. If a Member's data, which they submitted on the membership form or any form in relation to the registration for and use of the Ambassador card, change, they shall be obliged to communicate the change within 30 (thirty) days of the change occurring. If a Member communicates the change of data at a later time, Sava Turizem may observe it nevertheless.

8.4.2. Sava Turizem shall observe a change of data, which is communicated via registration points or via regular/electronic mail, no later than within 15 (fifteen) days of receiving the form or notification on the change.

8.5. Right to object, data erasure and limitation of processing

8.5.1. A Member may at any time permanently or temporarily **object** to the processing of their personal data for the following purposes of communication referred to in point 7.3 of these General Terms & Conditions:

- Personalised Direct Marketing (indent 5 of point 7.3);
- General Direct Marketing (indent 6 of point 7.3);
- sending out invitations for participation in Opinion Polls (indent 7 of point 7.3).

8.5.2. In the event of an objection referred to in the preceding point, Sava Turizem shall prevent communication no later than within 15 days of receiving the objection. If the notification campaign is prepared prior to the processing of the agreement or in the event of a change to the setup, there is the possibility that the Member might nevertheless receive one last marketing notice or invitation.

8.5.3. A Member cannot object to other personal data processing purposes that relate to them in connection with the use of the Ambassador card, except by terminating the Membership in accordance with these General Terms & Conditions. In such an event, they must return the Ambassador card meaning that they can no longer exercise the Membership rights.

8.5.4. Under the conditions and in accordance with the legislation applicable from time o time, the Member shall have the right to request **the limitation of pro-**

cessing and deletion of data.

8.6. Personal data storage period

Sava Turizem d.d. shall store a Member's personal data for 5 years after the termination of Membership. Sava Turizem reserves the right to erase a Member's personal data prior to the expiry of the said period.

8.7. Personal data users

Sava Turizem does not communicate the personal data of Ambassador card holders to third parties, except:

- external contractors that process data exclusively on behalf, for the account, according to the instructions and under the supervision of Sava Turizem (participating accommodation facilities, contractors providing individual services used, providers of IT tools for managing the Programme or sending messages, advertising agencies, printers, etc.);
- state bodies based on their justified request for the purposes of conducting a particular procedure;
- if they identify themselves with a written personal consent or authorisation from the Ambassador card holder.

8.8. Personal data transfer to third countries

Sava Turizem does not transfer personal data to third countries, except:

- in the case of external contractors based in third countries (concrete information about the country of destination and the protection measures in place is always available on the Sava Turizem website in the section with information on data processing);
- if a member requests it, which includes requests from individuals for Sava Turizem to send the data by e-mail;
- if this is expressly stated in relation to the specific processing of personal data, which includes stating the country of destination and the protection measures in place;
- if this is required by law in the country where the Member is using the Membership.

9. GENERAL PROVISIONS

- 9.1. We reserve the right to change the number of Droplets in your account based on a justified reason.
- 9.2. If your Droplets have not been registered correctly in your account within 7 days from the day of transaction, you may report the error within 30 days from the day of transaction. The request shall be submitted in writing with an explanation of the error to: Sava Turizem d.d. (Loyalty Programme), Dunajska 152, 1000 Ljubljana, Slovenija together with a copy of the relevant invoice and your Membership Number. These documents may also be sent electronically to info@shr-ambasador.si

10. QUESTIONS AND COMPLAINTS

- 10.1. If you have any questions or would like to file a complaint relating to the Membership (status, addition of Droplets, transfer of Droplets, etc.), please, calls our booking centre on the telephone number: +386 2 512 22 00 or write us at our address: Sava Turizem d.d. (Loyalty Programme), Dunajska 152, 1000 Ljubljana or our e-mail address: info@shr-Ambasador.si.
- 10.2. Questions, requests and claims regarding personal data protection are handled in accordance with chapter 8 of these General Terms & Conditions ("PERSONAL DATA PROCESSING"). The contact point is the Data Protection Officer (DPO) of Sava Turizem who can be reached via dpo@sava.si.
- 10.3. The resolution of all types of complaints and requests regarding Membership shall be conducted exclusively in writing.

11. FINAL PROVISIONS

- 11.1. These General Terms & Conditions are published on the website www.shr-ambasador.si. They are available in printed format at the reception desks of all Participating Facilities.
- 11.2. Sava Turizem d.d. reserves the right to change and amend these General Terms & Conditions. Ambassador card holders shall be informed of any changes to these General Terms & Conditions via the website www.shr-Ambasador.si. If a holder does not withdraw from the agreement within fifteen (15) days of the publication of the amendment of these General Terms & Conditions, it shall be deemed that they accept the amended General Terms & Conditions and that the latter are binding on the holder.