



PARTNER REWARDS

GENERAL TERMS AND CONDITIONS

1. DESCRIPTION

Le Club AccorHotels is proposing Selection of Offers exclusively to Le Club AccorHotels Members who are also MasterCard® Holders who have received an invitation to connect to this web site (hereafter referred to as the "Site").

The invitation shall contain:

- information regarding the Selection of Offers.
- for redemption offers, the indication of the value expressed in the number of Le Club AccorHotels points.
- Indication of value expressed in the number of Le Club AccorHotels points for offers which will enable the Le Club AccorHotels Member to accrue Le Club points.
- Particulars of contests that Le Club AccorHotels Members can participate in and win prizes.

The Le Club AccorHotels Member must declare that he or she has read and accepted these general terms and conditions.

2. DEFINITIONS

- "Le Club AccorHotels": refers to the AccorHotels loyalty program, managed by a subsidiary of Accor SA, Pro-Fid SAS.
- "Involved": refers to Involved Pty Ltd, the service provider in charge of managing the Site and handling logistical aspects related to Le Club AccorHotels Members' orders.
- "Selection of Offers": refers to the list of products and services being offered to Le Club AccorHotels Members who is also a MasterCard® Holder.
- "Le Club AccorHotels Member": refers to a person who has subscribed to and is a participant of the Le Club AccorHotels loyalty program.
- "MasterCard® Holder": refers to a person who holds a MasterCard®.

3. OBJECT

These general terms and conditions define the rights and obligations of parties involved in the on-line sales and purchase of the Selection of Offers presented on the Site (hereinafter referred to as "Transaction").

4. APPLICABILITY

These general terms and conditions shall apply to all Transactions made by properly identified Le Club AccorHotels Members who are also MasterCard® Holders having received an invitation to connect to the Site, which is accessible from 9am 1 November 2015 (Singapore local time GMT+8).

5. VALIDITY AND DURATION OF THESE GENERAL TERMS AND CONDITIONS

These general terms and conditions may be amended, modified and/or altered at any time, from time to time, without prior notice. Any such amendments, modifications and/or alterations shall be immediately made available on the Site. The general terms and conditions subsisting at the time a Transaction is made by a Le Club AccorHotels Member who is also a MasterCard® Holder shall be the terms and conditions that apply to such Transaction.

6. CUSTOMER SERVICE

A Le Club AccorHotels Member may obtain more information and/or clarifications by clicking on the following link:

7. RESPONSIBILITIES

The Selection of Offers on the Site comply with applicable French legislation and regulations subsisting at the time of publication. Le Club AccorHotels, Accor SA, Pro-Fid SAS and Involved shall not, in any way, be held liable in the event of non-compliance with legislation and/or regulations in any other jurisdiction in which the products and/or services are used.

Photographs, image representations, and text set out on the Site to illustrate the Selection of Offers are non-contractual. Accordingly, Le Club AccorHotels, Accor SA, Pro-Fid SAS and Involved shall not be held liable in any manner whatsoever in the event of any errors contained in said photographs, image representations, or texts.

Le Club AccorHotels, Accor SA, Pro-Fid SAS and Involved shall not be held liable for any non-execution of a sales contract resulting from or arising out of a force majeure event, or caused by the act or omission of a third-party or the Le Club AccorHotels Member.

Le Club AccorHotels, Accor SA, Pro-Fid SAS and Involved shall not be held liable in any manner whatsoever for any indirect or consequential damages arising out of these general terms and conditions, including economic loss, loss of profit and goodwill.

8. PRIVACY

The information provided by a Le Club AccorHotels Members is required to process their orders, and such information is shared with Involved. In the event that the requisite information is not provided or if the requisite information provided is incorrect, Involved will be unable to process any order.

Le Club AccorHotels Members may write to the Personal Data Privacy Department ("Protection des Données Personnelles"), at the following e-mail address: data.privacy@accor.com, to exercise their legal right to access, modify and/or delete any personal information stored about them subject to processing by Le Club AccorHotels, according to provisions of the French law on Data Protection of January 6, 1978.

9. AGREEMENT OF PROOF

The computer-based records stored in the respective databases of Involved and Le Club AccorHotels are stored under appropriate security conditions and are considered as proof of communications, orders, and payment on the part of the parties involved in the .

10. INTELLECTUAL PROPERTY

All rights arising out of or in connection with any text and/or images presented in the Le Club AccorHotels Selection of Offers including without limitation, copyright, are protected under intellectual property law, and shall vest solely in Involved.

Any other use that is not explicitly authorised in writing by Le Club AccorHotels and/or Involved prior to such use is strictly prohibited and shall be deemed an infringement of intellectual property.

Accordingly, any public reproduction and/or communication of the Le Club AccorHotels Selection of Offers, in whole or in part, is strictly prohibited.

All other elements belonging to Le Club AccorHotels, such as bands, drawings and models, images, text, as well as product design, shall remain the exclusive property of Le Club AccorHotels and its beneficiaries.

These general terms and conditions do not in any manner represent any transfer to the Le Club AccorHotels Member of any intellectual property rights arising out of or in connection with the elements belonging to Le Club AccorHotels or its beneficiaries.

The Le Club AccorHotels Member is not allowed to abuse, either directly or indirectly, the intellectual property rights of Le Club AccorHotels, Involved or its respective beneficiaries.

11. APPLICABLE LAW AND COMPETENT JURISDICTION

These general terms and conditions are governed by the laws of France.

Any dispute arising out of or in connection with this contract, including its validity, execution, or interpretation, shall be submitted to the jurisdiction of the Paris Court of Appeals ("Cour d'Appel de Paris").