

LA FIERMONTINA FRIENDS  
LOYALTY PROGRAMME GENERAL TERMS AND CONDITIONS

Welcome to the La Fiermontina Family Collection loyalty programme!

You can join the programme by registering:

- On the website **[www.lafiermontinacollection.com](http://www.lafiermontinacollection.com)**, via the dedicated form at
- **<https://www.lafiermontinacollection.com/it/fiermontina-friends>**
- During your stay in one of the hotels in the Collection
- By telephone, at the time of reservation with the support of the Booking Department operators

If you have any questions regarding the following conditions, please write to [comunicazione@lafiermontinacollection.com](mailto:comunicazione@lafiermontinacollection.com)

## 1. DEFINITIONS

General terms and conditions:

The user is invited to read these terms and conditions carefully before registering for La Fiermontina's friends programme.

1.1 The programme is managed by 'LFFC' which stands for LA FIERMONTINA FAMILY COLLECTION, a company registered as IMMOBILIARE SCIPIONE DE SUMMA SRL with registered office in Lecce, Piazzetta Scipione De Summa, 4.

1.2. **'Holder'** or **'He'** means a holder of the LA FIERMONTINA FRIENDS Programme, who has accepted these General Terms and Conditions and the Privacy Policy.

1.3. **"A suitable stay"** refers to an appropriate overnight stay at a participating hotel managed by LA FIERMONTINA FAMILY COLLECTION.

1.4. **'Level'** means each of the various levels of the Programme.

**There are 4 Levels: White Level, Ocean Level, Barocco Level and Splendid Level.** The benefits of the Levels and the requirements for advancement or demotion are subject to change, without periodicity, at the sole discretion of LFFC.

1.5 The **'Level Criteria'** are the requirements set out in section 3 of these General Terms and Conditions that Holders must meet in order to move up or remain at a particular Level; they are based on the accumulation of eligible Nights and their

registration with the relevant LA FIERMONTINA FRIENDS membership account.

1.6 **'Level Period'** means the period (i) commencing at a particular time in the Calendar Year in which a Holder meets the Level Criteria for a given Level; and (ii) ending on the last day of the following Calendar Year.

1.7 **'Customer Support'** means the dedicated support centre to which a Holder may send Programme-related questions, with telephone number +39 0832 1795982 and e-mail address [comunicazione@lafiermontinacollection.com](mailto:comunicazione@lafiermontinacollection.com).

1.8 **'Calendar year'** means the period of time from 1 January to 31 December inclusive of each year.

1.9 **'Upgrading'** means assigning the Holder a room of a higher category than the one booked, subject to availability at the time of check-in. Upgrades may relate to rooms on higher floors, with a better view, in corners, with special amenities, as determined by the participating Hotel. Upgrades are subject to the exclusion of certain special suites, such as, but not limited to, presidential or multi-bedroom suites, and villas, as determined by the Participating Hotel in its sole discretion. The Holder must request the benefit upon arrival at the Participating Hotel. Upgrades will only be granted to one room, which must be that of the Holder. Any additional rooms reserved by the Cardholder at the time of booking or subsequently are excluded from upgrades. Upgrades are not guaranteed for long stays (i.e. more than 6 eligible nights) and will be provided by the Participating Hotel at its absolute discretion.

1.10 **'Room Availability Guarantee'** means the guarantee of availability of a room at the Participating Hotel if the reservation is made before noon (12.00 noon in the local time of the country where the Participating Hotel is located) at least two (2) days prior to the scheduled arrival date. This guarantee shall apply only to stays with an eligible rate and only to one (1) room (that of the Holder). The reservation must be made and guaranteed with a valid credit card. However, the Room Availability Guarantee does not apply on Dates with extraordinary demand or during Peak Periods. To benefit from the Room Availability Guarantee, the Cardholder must always explicitly request it at the time of booking. Room type availability and rates are not guaranteed. If a rate for which the Holder is usually eligible is not available, the reservation will be subject to the relevant prevailing rate of the participating Hotel.

NOTE: The Room Availability Guarantee only applies to bookings made online at [www.lafiermontinacollection.com](http://www.lafiermontinacollection.com) or directly with the Booking Office of the participating hotel.

1.11 **'Sharing Status'** means a booking shared by two people paying separately where this is accepted, from time to time, at the discretion of the participating Hotels. Sharing Status must be communicated at the time of check-in.

## **2. GENERAL PROVISIONS CONCERNING REGISTRATION**

2.1. The LA FIERMONTINA FRIENDS Programme is a loyalty programme of LFFC.

2.2 The purpose of the Programme is to reward the Holder's loyalty to the participating hotels of La Fiermontina Family Collection.

2.3 Only the Holder registered in the booking may receive benefits during a stay, except in the case of the sharing state.

2.4 If a Cardholder is entitled to benefits associated with other loyalty cards, travel agency or credit card bookings, or participates in other rewards programmes that entitle him/her to the same benefits offered by the Programme, he/she shall choose whether to claim the benefits through this Programme or the others.

2.5 LFFC reserves the right to change the General Terms and Conditions of the LA FIERMONTINA FRIENDS Programme at any time and with prior notice. The requirement of prior notice shall be met by publishing the changes on [www.lafiermontinacollection.com](http://www.lafiermontinacollection.com) and/or through any other LA FIERMONTINA FRIENDS Programme information channel. LFFC's right to amend the General Terms and Conditions includes the right to add, delete or otherwise change any rule, procedure, condition, benefit, award, Level, Level Criterion, Participating Hotel, service or similar aspect of the Programme at its absolute discretion, including where such changes affect the value of any prizes or benefits already accrued. Continued participation in the Programme shall be deemed acceptance of the new General Terms and Conditions.

2.6 We do not guarantee that the LA FIERMONTINA FRIENDS Programme, or any of its contents, will always be available or will not be interrupted. We may interrupt, cancel or limit the availability of all or part of the Programme at any time for security and/or commercial and management reasons.

Moreover, should the Programme be terminated,

- LFFC shall have no obligation to offer a replacement programme.

- Following notice of termination of the Programme, (i) any benefits or services granted prior to termination will be paid for a maximum of three months, without entitlement to refunds, substitutions or exchanges of other services; (ii) Holders will not be entitled to Re Categorisation; and (iii) Holders will have up to three months to redeem any benefits not redeemed after this three month period will be deemed surrendered and LFFC will not be required to make any refunds or have any additional liability or obligations.

2.7 LFFC reserves the right, in its absolute discretion, to terminate without compensation (and with immediate effect) a Cardholder's membership of the LA FIERMONTINA FRIENDS Programme in the following cases (which shall be determined by the reasonable judgement of LFFC)

- misuse of the Holder's membership;

- undisciplined or disrespectful behaviour towards LFFC, participating hotels or their partners or employees;

- criminal acts or acts deemed immoral or unethical by LFFC, or acts considered to be in breach of these General Terms and Conditions;

- non-payment of amounts due to LFFC, participating hotels or participating hotel boutiques;

- reasonable suspicion of fraud, theft or dishonesty in connection with the Holder's membership;

2.8 Withdrawal may include, at LFFC's absolute discretion, the relinquishment of all accumulated benefits and the Level achieved, as well as their cancellation. LFFC shall also have the right to take all necessary legal or administrative measures in the cases described.

2.9 The Holder may, at any time, cancel his membership by written notice to be sent by e-mail to the LA FIERMONTINA' FRIENDS Programme Information Channels. In this circumstance, the Holder renounces all unredeemed advantages as well as the Level achieved, which shall be immediately cancelled and cannot be restored or transferred.

2.10 LFFC may commission external partner companies to provide certain services related to the benefits of membership. LFFC accepts no liability for the products and services of such partner companies (including any changes or discontinuance of their products or services).

2.11 LA FIERMONTINA FRIENDS benefits and prizes may be subject to income tax or other taxes or levies. The payment of such taxes and all declarations for tax purposes are the absolute responsibility of the Holder

2.12 In the event that a Cardholder is registered in two or more LA FIERMONTINA FRIENDS programmes at the same time, the Cardholder may request to merge all the accounts he/she holds in the LFFC programmes into one account, choosing which of the different programmes he/she wishes to maintain. If the Holder decides to merge his accounts, the highest level achieved by the Holder will be maintained on the chosen account.

If the Holder consents to the account unification procedure, automatically, the Holder will no longer be registered to any other programme. Once the request has been completed, the Cardholder will receive an e-mail confirming the cancellation of all other programmes to which the Cardholder was registered. The Cardholder may continue to enjoy the benefits of the selected programme.

### **3. PROGRAMME REGISTRATION**

3.1 Membership in the Programme is free of charge and available to any natural person who: (a) is of legal age to accept the General Terms and Conditions, not less

than 18 years of age (or the legal age in the holder's place of residence, if higher); (b) resides in a jurisdiction that allows participation in the LA FIERMONTINA FRIENDS Programme (c) provides valid and accurate personal information at the time of registration with LA FIERMONTINA FRIENDS, including the e-mail address; and (d) is not already a LA FIERMONTINA FRIENDS Programme Holder and, the latter will have access to the user's identifying information (first name, last name, date of birth, address, and e-mail address).

3.2 Registration can be done by completing, signing and submitting an application form in paper or electronic format (website, mobile application, etc.) through the channels set up for this purpose by LFFC.

Once the application has been completed and sent, the applicant will receive a number and a welcome e-mail with credentials and will become a LA FIERMONTINA FRIENDS Programme Holder. From that moment on, the Holder will be able to take advantage of the benefits offered by the Programme.

3.3 Each individual is entitled to only one entry. Should it be found that a person has more than one membership, LFFC may cancel the memberships in question and the person concerned shall immediately forfeit all benefits of the LA FIERMONTINA FRIENDS Programme (including the Level achieved).

3.4 By registering for the Programme, the Holder accepts the applicable General Terms and Conditions without reservation.

The Holder is solely responsible for the accuracy of the personal data provided for registration and the subsequent updating in the channels activated for this purpose. For any changes and updates, the Controller may contact and inform LFFC: (i) by writing to the physical address [comunicazione@lafiermontinacollection.com](mailto:comunicazione@lafiermontinacollection.com) or online via the registered users' area of the website [www.lafiermontinacollection.com](http://www.lafiermontinacollection.com).

3.5 The Holder undertakes to ensure that no unauthorised person gains access to his membership card, membership number and credentials. The Holder is responsible for all activities carried out on his membership account.

#### **4. ACQUIRING LEVEL STATUS**

4.1 The LA FIERMONTINA FRIENDS Programme offers four (4) Levels for members: White, Ocean, Barocco and Splendid.

The initial Level for new Members is Level White.

Holder may advance to subsequent Levels by accumulating the required number of Level nights. These may be changed from time to time by LFFC at its absolute discretion.

At the time of booking or check-in, the Holder must provide his/her LA FIERMONTINA FRIENDS membership number (and proof of identity if required).

Upgrading to a higher Level occurs when the Holder fulfils the Level Criteria within the applicable period as set out below. Upgrading will not take place during a stay. Eligible Nights will only count towards meeting the Level Criteria once full payment has been received. The recording of Eligible Nights in the Cardholder's membership account for the purposes of Level Criteria fulfilment and Recategorization, if applicable, may take up to 48 hours after check-out. To maintain the Level achieved, Holders must meet the corresponding Level Criteria each calendar year.

Starting with White Level, which is maintained for up to 9 nights at participating hotels:

To earn or retain Ocean Level, a Member must have stayed at least 10 eligible nights at participating hotels.

To earn or retain Barocco Level, a Member must have stayed at least 20 eligible nights at participating hotels.

To earn or retain Splendid Level, a Member must have stayed at least 30 eligible nights at participating hotels.

The benefits of membership corresponding to each Level may be enjoyed from the time the Holder's meets the Level's criteria in the that Calendar Year's course's course and to the end of the Quali that Calendar Year's course's course's end.

4.2 If, at the end of a Tier Period, the Holder no longer meets the Tier Criteria ensuring maintenance of the current Tier, relegation to the immediately preceding Tier shall take place.

4.3 No Show cases will not be taken into account for the purpose of fulfilling the Level Criteria or for other purposes.

4.4 The Cardholder must make the room reservation under his/her own name and must provide his/her LA FIERMONTINA FRIENDS membership number when making the reservation, check-in or check-out. When a Cardholder books more than one room under the same name, a maximum of two rooms will be taken into account for the purposes of meeting the Level Criteria.

4.5 LA FIERMONTINA FRIENDS will not recognise a Level to a Holder based on the latter's performance or status in other loyalty programmes.

## **5. PROGRAMME BENEFITS**

5.1 Holders will be assigned a Level, on which the benefits associated with the Programme will depend.

5.2 Benefits are allocated to Levels according to the criteria below each time you stay during an Eligible Tariff. Criteria may be changed at any time at the discretion of LFFC after publication on the Programme website.

5.3 If the Cardholder's Level changes between the time of reservation and the time of check-in at the participating Hotel, the benefits granted to the Cardholder during the stay shall be those corresponding to the Level applicable at the time of check-in.

5.4 If a Holder has booked two or more rooms, the benefits associated with the stay, such as upgrading, early check-in, late check-out and welcome services, will only be offered to one room, i.e. that of the Holder (who pays for the stay).

5.5.1 White level:

### 5.5.1 White Level

#### **Rates for White Level Members:**

5% saving on the Best Available Rate when booking through direct channels, 10% discount at the restaurant, 2 bottles of mineral water in the room on the day of arrival, complimentary Wi-Fi.

This is the entry level of the Programme, from which all Members begin.

### 5.5.2 Ocean Level

**Ocean Level Members** are entitled to the following benefits and complimentary services during their stay at participating Hotels:

#### **Rates for Ocean Level Members:**

7% saving on the Best Available Rate when booking through direct channels. This is subject to availability and may not be applicable during peak periods.

10% discount at the restaurant, 2 bottles of mineral water in the room on the day of arrival.

Upgrade to the next higher room category within the same room type booked, subject to availability at the time of check-in. This benefit is subject to availability and may not be applicable during peak periods.

Complimentary Wi-Fi.

### 5.5.3 Barocco Level

**Barocco Level Members** are entitled to the following benefits and complimentary services during their stay at participating Hotels:

#### **Rates for Barocco Level Members:**

10% saving on the Best Available Rate when booking through direct channels. This is subject to availability and may not be applicable during peak periods.

10% discount at the restaurant, 5% discount on signature experiences, 2 bottles of mineral water in the room on the day of arrival.

Upgrade to the next higher room category within the same room type booked, subject to availability at the time of check-in. This benefit is subject to availability and may not be applicable during peak periods.

Complimentary early check-in from 12:00 noon on the day of arrival, subject to availability. Requests for early check-in must be made at least two (2) days prior to

arrival and are subject to reconfirmation by the property.

Complimentary Wi-Fi.

#### **5.5.4 Splendid Level**

**Splendid Level Members** are entitled to the following benefits and complimentary services during their stay at participating Hotels:

##### **Rates for Splendid Level Members:**

1 complimentary night on a B&B basis at one of the participating hotels, subject to availability, plus a 10% saving on the Best Available Rate when booking through direct channels. This is subject to availability and may not be applicable during peak periods.

10% discount at the restaurant, 5% discount on signature experiences, 2 bottles of mineral water in the room on the day of arrival.

Upgrade to the next higher room category within the same room type booked, subject to availability at the time of check-in.

Complimentary early check-in from 11:00 am on the day of arrival, subject to availability. Requests for early check-in must be made at least two (2) days prior to arrival and are subject to reconfirmation by the property.

Complimentary late check-out until 2:00 pm on the day of departure, subject to availability. Requests for late check-out must be made at reception upon arrival.

Complimentary Wi-Fi.

5.6 Holders will be entitled to an exclusive rate at participating hotels from [www.lafiermontinacollection.com](http://www.lafiermontinacollection.com).

These rates are subject to availability and the discount may vary depending on the specific terms and conditions defined by each participating hotel. Holders' rates cannot be combined with other discounts, offers or promotions, unless expressly authorised, and are not valid for existing bookings or groups of 10 or more rooms.

## **6. ERRORS AND RETROACTIVE CLAIMS**

6.1 In the event that, within two weeks of the relevant transaction, Levels have not been properly credited to the LA FIERMONTINA FRIENDS membership account or Eligible Nights have not been properly recorded on the LA FIERMONTINA FRIENDS

membership account in order to meet the Level Criteria, the Member may submit a request for remedy within six (6) months from the date of check-out or transaction by sending the corresponding hotel invoice and/or point of sale receipt with the membership number to LA FIERMONTINA FRIENDS Customer Service. If the request concerns a stay, the invoice must state the Member's name.

6.2 In the cases described in section 8.1 above, LFFC shall register eligible Nights for the purpose of fulfilling the Level Criteria, but shall have no further liability for delays, errors or failures.

6.3 LFFC shall not be liable for any errors or inaccuracies in the transcription of Members' contact information, problems with equipment or programming associated with or used by the Member, human error, interruptions, deletions, omissions, faults, failure of telephone lines or electronic transmission, problems related to computer equipment or software, inability to access websites, mobile apps or online services, other errors or malfunctions of a technical or non-technical nature, lost, late, stolen, illegible, incomplete, altered, mistakenly sent or cut messages, whether stamped letters, other types of letters or electronic mail, for whatever reason.

## **7. CONFIDENTIALITY AND DATA PROTECTION. PRIVACY POLICY.**

This section provides information on data protection to be included in the terms and conditions of the LA FIERMONTINA'S FRIENDS Programme.

7.1 Who is the data controller?

Identity: IMMOBILIARE SCIPIONE DE SUMMA SRL

TAX IDENTIFICATION NUMBER:

VAT NUMBER 04465440750

Address: Piazzetta Scipione De Summa, 4

Data Protection Officer (DPO): our DPO can be contacted as follows: Our DPO can be contacted by the following means:

E-mail:, indicating 'Data Protection Officer' in the subject line.

## 7.2 For what purposes shall NH process your personal data and on what basis?

We inform you that the data provided in the LA FIERMONTINA FRIENDS Programme are processed by LFFC for the following purposes:

- Processing registration in the LA FIERMONTINA FRIENDS Programme This processing is legitimised by the contractual relationship between the parties.
- Send you commercial communications, by e-mail or equivalent electronic means of communication, regarding offers and services associated with the Programme, unless the Controller objects to the processing of your data for this purpose. This processing is justified by the legitimate interest of the Controller, since the communications relating to the Programme have been accepted by signing these General Terms and Conditions and the content of the communications is related to the Programme itself. You may object to this consent by sending an e-mail to [comunicazione@lafiermontinacollection.com](mailto:comunicazione@lafiermontinacollection.com) or by following the procedure indicated in each commercial communication.
- Create an account associated with the registration, which will allow access to the LFFC website in order to make it possible to manage the user's account, communicate with the person responsible, and manage the account. This processing is legitimised by the contractual relationship between the parties.
- Send communications relating to the Controller's account, concerning, among other things, registration, notifications, errors and/or problems related to the account and any other informative communication on the status of the account. This processing is legitimised by the contractual relationship between the parties.
- To measure the Holder's level of satisfaction with the service provided, if He/she has stayed at one of the Participating Hotels managed by LFFC. The sending of quality surveys and the adaptation and personalization of the services provided also fall under this purpose. This processing is justified by legitimate interest. In order to fulfill its legitimate interest to monitor the quality

of services and evaluate customer satisfaction, it may contact users requesting their evaluation of the products and services offered and/or purchased and analyze this information in order to improve services.

- In order to fulfill its legitimate interest to monitor the quality of services and evaluate customer satisfaction, LFFC may contact users requesting their evaluation of the products and services offered and/or purchased and analyze this information in order to improve services. This processing meets the need to tailor operations, products and services to users' preferences and expectations, which makes it necessary to know their opinion. This processing also helps to improve the quality of services provided to users.
- Although, for the analysis of opinions, responses will be collected on an individual basis, the analysis will be performed in a general manner, using statistical data, without identifying individual users. In any case, users will be able to refuse to give their evaluation; they will also be able to request not to be contacted for this purpose.
- Personalization of services offered to Program Holders by studying their profile and tastes. This processing is justified by legitimate interest.  
In order to improve the receptivity to the products offered, it will prepare a profile based on the personal characteristics of the Holders (e.g. hotel stays) and information obtained from their activity.
- This purpose responds to the need to propose personalized offers to each Program Holder (including by electronic means, if authorized), to facilitate the shopping experience of preferred products and similar alternatives, and to offer products that may be of interest to you based on your profile (automated decisions may be made for this purpose). As a result, the user will benefit from tailored offers based on preferences and tastes expressed through activities performed or inferred from profile characteristics. The Owner's profile information will be treated securely and confidentially, processing it only in automated analysis systems. In addition, the User may, at any time, exercise his or her right to object to this type of processing

### 7.3 What user data will be processed by LFFC

LA FIERMONTINA will process the following categories of data:

Data provided for registration with LA FIERMONTINA FRIENDS.

Identifying information: email address, phone number.

Contact information: invalid email address

Professional data: company at which you provide your services.

Data provided for creating an account associated with registration.

Identifying information: email address, phone number.

Contact information: address, email address, etc.

Data provided for sending communications related to the user's account.

Identifying information: first name, last name, nationality.

Contact information: e-mail address.

Data provided to change or cancel reservations:

Identifying data: first and last name.

Contact information: e-mail address.

Data provided to measure the degree of satisfaction with respect to the service offered.

Identifying data: first and last name.

Contact information: e-mail address.

Data provided for services provided: stays in Hotels.

Data provided for the customization of services provided to its Program owners.

Identifying information: first and last name.

Contact information: e-mail address

Data related to services provided: stays in Hotels.

Identifying data: First name, last name, e-mail, address, nationality, telephone number, and date of birth

Contact information: address, e-mail address and telephone number

#### 7.4 With which recipients will Member data be shared?

The data will be communicated to the companies that own the hotels where the Member can take advantage of the benefits of the LA FIERMONTINA FRIENDS Program, so that they can be aware of the Member's enrollment in the Program and can apply the conditions to the stay (price, dates, services included, etc.). This disclosure of data is covered by the acceptance of these General Terms and Conditions, as it is necessary for the application of the benefits.

To find out what all these companies are, follow the [link](#).

In addition, Holders are informed that some of these companies may be located outside the European Economic Area (including in countries that do not offer a level of protection comparable to that guaranteed by ITALY); the communication of the data will be for the sole purpose of being able to apply the LA FIERMONTINA FRIENDS Program within the scope of the services offered by these companies.

#### 7.5 International Data Transfers

Holders are informed that their data may be transferred to third parties as indicated in the previous section, since some entities that manage the hotels where the benefits of the LA FIERMONTINA'S FRIENDS Program will be enjoyed are located outside the European Economic Area. The transfer will be used in order to apply the benefits of the LA FIERMONTINA'S FRIENDS Program to the hotel accommodation services requested by the Holders.

#### 7.6 Data Retention.

Data will be retained by LFFC as the data controller in accordance with the following guidelines.

Data provided for registration to LA FIERMONTINA FRIENDS. Data will be retained for as long as the user is registered with LA FIERMONTINA FRIENDS and, once the contractual relationship has ended, until the expiration of any liabilities that may arise for the parties.

Data provided for the creation of an account associated with registration. The data will be retained for as long as the user is registered with THE FIERMONTINA FRIENDS and, once the contractual relationship is terminated, until the expiration of any liabilities that may arise for the parties.

Data provided for sending communications related to the user's account. Data will be retained for as long as the user is registered in THE FIERMONTINA FRIENDS Program and, once the contractual relationship is terminated, until the expiration of any liabilities that may arise for the parties.

Data provided for sending commercial communications. The data will be retained until the user decides to object to the sending of commercial communications by writing an email or using the means made available to him/her in each commercial communication sent. [dataprotection@nh-hotels.com](mailto:dataprotection@nh-hotels.com) The data will be retained until

the user decides to object to the sending of commercial communications by writing an email or using the means made available to him/her in each commercial communication sent.

Data provided to measure satisfaction with respect to the service provided. Once the user's evaluation is received, his or her personal data will be deleted since the evaluation of services is anonymous.

Data provided for personalization of services offered to Program holders. The data will be kept for as long as the user is registered with LA FIERMONTINA FRIENDS and, once the contractual relationship ends, will be deleted.

#### 7.7 Commercial Communications

In order to enable Members to enjoy all the benefits of LA FIERMONTINA FRIENDS, we will send them through various channels, including electronic means, commercial communications about promotions and offers in line with their profile, communications relating to their balance, Program categories, and promotions and offers from LA FIERMONTINA FRIENDS' Partners. As part of our commitment to protect Members' privacy, we remind Members that at any time they may request access to the General Terms and Conditions of the Program by writing to [comunicazione@lafiermontinacollection.com](mailto:comunicazione@lafiermontinacollection.com) and object to the sending of commercial communications by writing a message to the address or following the appropriate link contained in any communication.