### TERMS AND CONDITIONS LOYALTY PROGRAM - PRIVILEGE CARD BY LIBERTAS

#### 1. NATURE AND OWNERSHIP

**Privilege Card by Libertas** is the loyalty program of the Libertas Group, owner of the Libertas, Home in Portugal, Maison au Portugal and StayUpon Hospitality Group brands. This program offers exclusive benefits to clients (hereinafter referred to as "Participant(s)" or "Client(s)") as described on the libertas.pt. home-in-portugal.com, maison-au-portugal.com and stayupon.com websites. The benefits available are detailed on the aforementioned websites and are subject to change at the discretion of the Libertas Group.

Acceptance of these Terms and Conditions implies adhesion to the Privilege Card by Libertas Loyalty Program, which can be done exclusively through one of the websites mentioned above.

Individuals aged 18 or over may participate in the Privilege Card by Libertas. Each participant will have access to their own personal account, where they can consult and enjoy the associated benefits.

Access to the account is personal and non-transferable and may not be assigned or transferred to third parties under any circumstances. The account must be presented whenever the participant wishes to take advantage of the benefits associated with the program.

Participants are responsible for keeping their contact details and profile information up to date in the dedicated customer area on the website.

At any time, participants can terminate their participation in the Program via the customer area, using the options available on the website.

## 2. BENEFITS AND CONDITIONS OF USE

The Program offers Participants the opportunity to enjoy advantages and benefits as described on the websites. The disclosure of these advantages, as well as other periodic communications related to the Program, is carried out through the website, SMS, e-mail or other communication channels. These communications may be of a generic nature or specifically targeted to the interests and preferences of each Participant, identified by analyzing the history of the customer account associated with the Program.

The benefits of the Program are only available upon identification of the Participants, at the time of booking and prior to invoicing of the corresponding product or service.

The Libertas Group reserves the right to refuse the use of a Program benefit if insufficient data is provided for its application.

The benefits of the Program are not compatible or cumulative with other campaigns, agreements, promotions, discounts or specific actions, except when expressly indicated in the conditions of the benefits themselves.

**StayUpon accommodation units:** 10% discount applies to rates: (i) published on the stayupon.com website and specifically marked as valid for Program participants or (ii) indicated by the StayUpon Reservations Service. Accommodation reservations must be made by the Participant via the stayupon.com website or the StayUpon Reservations Service.

### **Exclusions:**

- Privilege Card discount is not applicable to package rates that include any other items, whether products or services;

- Each Participant can take advantage of the Program's discount up to a maximum of 9 rooms, as long as the payment is made by the Participant and the invoice is issued in his/her name.

**StayUpon Bars and Restaurants:** 10% discount in the bars and restaurants of StayUpon hotels, specifically indicated on the stayupon.com website as participating in the Program.

## **Exclusions:**

- Gastronomic events, special packages, promotions and specific restaurant actions;
- Meals for groups of more than 20 people.

**Early Check-In StayUpon units:** Benefit valid for Privilege Card Members free of charge, subject to the hotel checking availability up to 12 hours in advance.

**Late Check-Out StayUpon units:** Benefit valid for Privilege Card Members free of charge, subject to the hotel checking availability up to 12 hours in advance.

**StayUpon Welcome Drink:** Privilege Card Participants will be entitled to one welcome drink per stay, to be designated by each of the participating hotel units.

**Praia do Sal SPA:** 10% discount valid at the Praia do Sal Resort SPA, applicable to treatments and massages.

**Free Parking:** Offer of parking, valid at Upon Lisbon, Upon Vila and Praia do Sal Resort subject to availability.

**Upon Angels Experiences:** 10% discount valid on selected experiences at the Upon Angels unit.

**Access to exclusive offers:** Privilege Card Participants will be entitled, from time to time and at the Libertas Group's discretion, to early access to offers or promotions.

# 3. CANCELLATION AND CHANGES TO THE PROGRAM

The benefits granted at any given time by the Libertas Group within the scope of the Program and the respective Terms and Conditions are permanently available on the websites of the respective brands.

Grupo Libertas reserves the right, at any time, to decide on the conditions of the Program, namely, partially or totally, on the benefits granted and their conditions of use, as well as on the conditions of membership, cancellation, alteration or replacement of the Program.

The Libertas Group will communicate any of the situations indicated in the previous paragraph through the brands' websites, undertaking to make the best efforts to inform Program Participants, with 10 days' notice, of the content and effective date of the changes.

The Libertas Group also reserves the right to create specific rules for this Program, according to the geographical area in which it applies. The Libertas Group, its governing bodies and its employees, as well as any partners with whom it deals within the scope of this Program, shall not be held liable for any loss or damage caused to Participants.

The Libertas Group reserves the right to cancel Participants' Privilege Card membership immediately and without prior notice in the following cases:

- a) When facts that may constitute a crime, fraud, misuse or commercial use are detected;
- b) In the event of any breach of these Terms and Conditions.

In the event that any hotel unit ceases to be part of the scope of this Program, it will no longer be possible to use the benefits inherent to the Program, without prior notice to the Participants.

### 4. ERRORS AND COMPLAINTS

Grupo Libertas is not responsible for lost mail or postal delays and reserves the right to change the rates, descriptions or promotional material sent to Participants.

Any complaint from Program Participants about the use of benefits must be submitted in the dedicated area on the brands' website, attaching the invoice for the stay or another document supporting the complaint.

#### 5. PERSONAL DATA

Joining the Program implies that Grupo Libertas processes the Participants' personal data. If the Participant wishes Grupo Libertas to stop processing his or her personal data, and since these are essential to the execution of the Program, this will imply the cessation of his or her participation in the Program.

For more information on the processing of personal data and its purposes, as well as the rights of the data subject, Participants should consult the information available on the brands' websites.

https://libertas.pt/politica-de-privacidade/ or contact info@libertas.pt

https://www.home-in-portugal.com/mentionslegales/ or contact info@casa-em-portugal.com

https://www.maison-au-portugal.com/mentionslegales/ or contact info@casa-em-portugal.com

https://www.stayupon.com/politica-de-privacidade/ or contact reservas@stayupon.com

For any further clarification on the operation of the Program, Participants can contact the Libertas Group at privilegecard@libertas.pt.