

Palladium Connect Terms and Conditions

1. General

- a. Palladium Connect is the loyalty programme for retail travel agents, whose aim is to reward and/or recompense members of the programme who sell and market the hotel establishments set out in point 2.b. (the "**Hotels**"), managed by Palladium Gestión, S.L.U. and which trade as part of the Palladium Hotel Group (the "**Programme**").
- b. The travel agents registered in the Programme shall be referred to collectively as the "**Agents**" and individually as the "**Agent**".
- c. These terms and conditions govern the Programme owned by Palladium Gestión, S.L.U., with registered address at Avda. Bartolomé Rosello, 18, 07800, Ibiza, Spain, and corporate tax ID number B-16652760 ("**Palladium**").
- d. The benefits of the Programme cannot be accumulated with other benefits in any other existing card or programme.
- e. In its capacity as the company that owns the Programme, Palladium reserves the right to amend these terms and conditions and to add, amend or eliminate any rules, conditions, benefits or rewards related to the Programme, with or without prior notice, even though the changes may affect the value of rewards, confirmations or reward certificates already accumulated.
- f. As the company that owns the Programme, Palladium reserves the right to cancel the Programme, with prior notice of one (1) month from the effective date of cancellation, so that the Agents have sufficient time in such case to be able solely to redeem their rewards in the Hotels.
- g. Palladium may adhere "participating companies" (the "Partners") to the Programme. The Partners will make available certain services whose consumption may generate or be exchanged for rewards, and offer exclusive advantages for agents. The applicable conditions for each product/service offered by the Partners at any time and the exclusive points or advantages that will be associated with the Programme must be consulted by the Agents prior to the performance of actions of obtaining/redemption of the Programme rewards and these may be changed without prior notice.

2. Registration and participation

- a. Eligibility
 - i. Registration in the Programme is free of charge.
 - ii. Travel agents over 18 years of age legally constituted who carry out their activity in a retail travel agency and who have read and accepted the conditions of participation may join the Programme.
 - iii. Travel agents who are part of Wholesale Agencies, Tour Operators or Online Travel Agencies may not be part of the Programme.
 - iv. Agents are responsible for reading the terms and conditions of the Programme, as well as account statements and other communications that

Palladium may make about the Programme to know, at all times, their rights, responsibilities and status in the Programme.

- v. The Agent may request registration in the Programme through the website www.palladiumconnect.com
 - vi. It is essential to have a valid email address in order to register in the Programme.
 - vii. Agents may only have an active account with a valid email address and accumulate points in that single account.
 - viii. Once you register as a new Agent in the Programme, you will be assigned an ID number and you will have access to a personal and non-transferable account with your email address where you will have all the information related to your rewards, registered reservations, agency data and personal data.
 - ix. The account will only have one holder; co-owners will not be accepted within the same account, in order to accumulate rewards you must always record the sales of the Hotels made for customers through the travel agency affiliated to the Programme. Reservations made by a direct customer, with travel agent rate, gratuity or special rate do not participate; it is considered misuse of the programme to register them and to do so may constitute grounds for cancellation of the account, at Palladium's discretion.
 - x. The Agent must inform and request the update of the account information of both the agency and the Agent him/herself if applicable and shall be solely responsible for such information being correct and up to date.
 - xi. Palladium reserves the right to cancel the account if no sales have been recorded in the account for a period equal to or greater than one (1) year.
- b. The Hotels

The Hotels affiliated to the Programme are as follows:

- i. Fiesta Hotels & Resorts:
 - Dominican Fiesta Hotel & Casino.
- ii. Palladium Boutique Hotels:
 - Agroturismo Sa Talaia.
- iii. Grand Palladium Hotels & Resorts:
 - Grand Palladium Palace Ibiza Resort & Spa
 - Grand Palladium White Island Resort & Spa
 - Grand Palladium Imbassaí Resort & Spa
 - Grand Palladium Jamaica Resort & Spa
 - Grand Palladium Lady Hamilton Resort & Spa
 - Grand Palladium Costa Mujeres Resort & Spa
 - Grand Palladium Colonial Resort & Spa

- Grand Palladium Kantenah Resort & Spa
 - Grand Palladium White Sand Resort & Spa
 - Grand Palladium Vallarta Resort & Spa
 - Grand Palladium Bávaro Suites Resort & Spa
 - Grand Palladium Palace Resort & Spa
 - Grand Palladium Punta Cana Resort & Spa
 - Grand Palladium Garden Beach Resort & Spa
 - Grand Palladium Sicilia Resort & Spa.
- iv. Family Selection Hotels:
- Family Selection at Grand Palladium Costa Mujeres Resort & Spa
 - Family Selection at Grand Palladium Vallarta Resort & Spa.
- v. Palladium Hotels:
- Palladium Hotel Palmyra
 - Palladium Hotel Cala Llonga
 - Palladium Hotel Don Carlos
 - Palladium Hotel Costa del Sol
 - Palladium Hotel Menorca.
- vi. TRS Hotels:
- TRS Yucatan Hotel
 - TRS Coral Hotel
 - TRS Cap Cana Hotel
 - TRS Turquesa Hotel
 - TRS Ibiza Hotel.
- vii. Ushuaia Unexpected Hotels:
- Ushuaia Ibiza Beach Hotel
- viii. Bless Collection Hotels:
- Bless Hotel Madrid
 - Bless Hotel Ibiza.
- ix. Hard Rock Hotels:
- Hard Rock Hotel Tenerife
 - Hard Rock hotel Ibiza.

The accommodations set out below are expressly excluded from the Programme:

Ayre Hotels

- Ayre Hotel Seville
- Ayre Hotel Cordoba
- Ayre Hotel Caspe
- Ayre Hotel Rosellón
- Ayre Hotel Ramiro I
- Ayre Hotel Alfonso II
- Ayre Gran Hotel Colón
- Ayre Hotel Gran Vía.

Only You Hotels:

- Only You Boutique Hotel Madrid
- Only You Hotel Atocha
- Only You Hotel Valencia
- Only You Hotel Malaga.

3. Points accumulation

The purpose of the Programme is to reward and/or recompense Agents for the sales of stays in hotels.

They will accumulate rewards with each effective stay of their guests in any of the Hotels, that is, a reservation paid for, enjoyed, completed and with check-out carried out.

a. Identification:

To redeem the rewards for a free night, the identification of the Agent shall be essential, since he/she is the only one who can benefit from the stays obtained through the Programme.

b. Type of rewards (the benefit obtained by the Agent through the Programme).

Money spent: They are those rewards that the agent has already redeemed and/or has begun the redemption process.

Pending/Cancelled: They are those rewards that are not yet confirmed in the agent's profile because the clients have not checked out at the Hotel or because the reservation has been in the status Registration Error.

Ready to spend: They are the rewards available in the Agent's profile, and the process to redeem them has not yet begun.

c. Value:

The value of each reward is one dollar (in the United States of America), Euro (Europe) or Pound Sterling (United Kingdom).

d. The following will generate rewards:

- i. Reservations in the Hotels registered by the Agents within ninety (90) days after obtaining the confirmation, regardless of the date of travel, date of payment of reservation to supplier and any subsequent changes thereto, as long as the reservation is effective.
- ii. Reservations at the Hotels made by the Agent through the Booking PRO platform.
- i. E-learning: taking the courses available through the page www.palladiumconnect.com
- ii. The registration of an Agent's comment on the page www.palladiumconnect.com derived from his/her recent stay in any of the Hotels made only with a travel agent rate.
- iii. In the case of offers with double or triple rewards, they will be granted through PROMOCODES, which must be indicated when registering the reservation, which must comply with the travel and reservation period indicated by the promotion, in the "Promotional Code" section and must be registered in capital letters within ninety (90) days from the date of confirmation of the reservation, regardless of the date of travel or payment of the reservation to the supplier.
- iv. Palladium reserves the right to establish special conditions derived from commercial agreements.

1. The Agents will accumulate rewards for each night of stay of their clients in any of the Hotels when said stay has been registered within ninety (90) days from the date of confirmation of the reservation, regardless of the dates of travel; reservations will be scored after the date the guest checks out.

2. Each night of stay will be rewarded according to an automatic calculation made according to the sole and exclusive discretion of the Programme, at the time of entering a reservation. A group reservation will be considered a reservation made for ten (10) or more rooms under the same locator. The Programme reserves the right to change authorised booking channels without notice. These are currently those where there is the intervention of an agency with the end customer, e.g. Booking Pro.

3. Reservations registered in the Agent's account in the "Enter your reservations" section will appear in the pending/cancelled section of the agent's account as "Provisional" and once guests check out it will change to confirmed status

4. The purpose of the incentive "Hotel Ratings" is to give each Agent the opportunity to share with other Agents their experience in one of the Hotels. The Agent shall be solely responsible for the content of the ratings carried out and which, in any case, must be based on his/her own experience. The user will be rewarded with 5 USD/ Euros/ Pounds Sterling, according to the market, for each evaluation.

5. The purpose of the "E-Learning" incentive is to offer Agents courses related to Palladium, as well as its brands in order to increase their knowledge about Palladium Hotel Group by taking different courses. This material is copyright: No part of this material may be copied, photocopied or reproduced in any way, or through any means, without the written permission of Palladium. Any breach of these laws will be legally prosecuted. The user will be rewarded with 5 USD/Euros/Pounds Sterling, according to the market, for completing each module.

6. The purpose of the "Share" incentive is to allow Agents to "invite" third party travel agents to join the Programme. The Agent will be rewarded with 5 USD/ Euros/Pounds Sterling, according to the market, for each new member who registers using the link sent to the registered email.

The base currency for the rewards obtained is the US dollar (USD) and at the time of redemption the current exchange rate established by the company will be applied; therefore, it is understood that the agent accepts said exchange rate.

e. The following will NOT generate rewards:

- i. Reservations with travel agent rate or with special discount.
- ii. Reservations prior to the date of joining the Programme where ninety (90) days have elapsed since the date of confirmation.
- iii. Reservations made directly by the client.
- iv. Stays offered free of charge.
- v. Palladium Travel Club reservations.
- vi. Bookings made through Palladium Rewards
- vii. Reservations cancelled or with no-show
- viii. Reservations previously registered by another agent
- ix. Reservations registered outside the deadline stipulated by the programme (ninety (90) days from the date of confirmation of the reservation, regardless of the date of travel, modifications and date of payment to the supplier)

Account Maintenance

In order to keep the account active, the Agent must record the sales made to its customers and not stop recording sales for a period of 1 year/12 consecutive months.

The account must not be misused.

The Agent shall keep the account details true and up to date.

It is strictly forbidden to change the name of the account holder; if this occurs, it will be automatically cancelled losing the accumulated rewards.

Concentrator accounts are not allowed within the programme unless this is with prior authorisation by the Programme managers.

4. Redemption of rewards

Agents can redeem the rewards they have available in their account.

1. Through the request of a virtual card, which must be recharged with the rewards once the agent has a minimum of ONE HUNDRED US DOLLARS (100 USD/Euros/Pounds Sterling according to the market), and three (3) reservations registered and confirmed in your account.

1.1 The card that is granted is virtual.

1.2 The cost per card application is FIFTEEN US DOLLARS (15 USD) + VAT. The cost of the first application will be borne by the Palladium Connect programme; from the second card application, the cost is borne by the Agent.

2. Through a stay in any of the participating Hotels of the chain.
3. Rewards are not transferable to any other account/person inside or outside the Programme.
4. Rewards not assigned to the account may be claimed, as long as the reservation has been entered within ninety (90) days from the date of confirmation thereof, and no more than three (3) months have passed since the date when the guests checked out.

Actions allowed for redemption:

- a. The Agent can pay for his/her stay at the Hotel with his/her rewards as long as it is with a travel agent rate by requesting it from bookings@palladiumconnect.com or support.europe@palladiumconnect.com
- b. The Agent can pay for his/her stay at the Hotel either with rewards only or mixed payment (rewards + direct payment at the Hotel of the remaining amount)
The method of payment of such stay is subject to modifications, cancellations or limitations, at any time and without prior notice at Palladium's discretion.
- c. The redemption of rewards for stays is subject to availability at the Hotel at the time of booking request, and applies only to the type of room available through the Programme. This is because not all room types in the different Hotels will be accessible with a travel agent rate.
- d. The Agent can redeem rewards for nights of stay as long as the reservation is in his/her name and she/he will be one of the people staying at the Hotel.
- e. The possibility of redeeming rewards or booking with a travel agent rate may not be active in certain periods or offers and may not even be cumulative with offers already in effect.
- f. The number of rooms with a travel agent rate is totally different from that offered with other rates and cannot be manipulated, so there may be occasions when the travel agent rate is not available, but if there is availability with a regular rate.
- g. The agent has the right to book a room of up to seven (7) nights per season.

Actions NOT allowed for redemption:

- a) Rewards cannot be used for accommodation bookings through an intermediation channel other than bookings@palladiumconnect.com or support.europe@palladiumconnect.com
- b) Agents will not be permitted to use rewards to pay for stays once they are already at the Hotel; they will have to do so at the time of making the accommodation reservation.
- c) Agents will not be permitted to withdraw cash, or make transfers to other accounts with the card provided by Palladium Connect for the redemption of their rewards.

- d) Rewards may not be redeemed for group bookings, weddings, events, meetings or banquets, or any other type of booking other than for the enjoyment of the Agent holding the Palladium Connect account.
- e) Rewards are non-transferable.

5. Expiration of Rewards

Rewards do not expire as long as the redemption process thereof is not initiated, and the account remains active (do not stop registering sales and these are in confirmed status for a period equal to or greater than one (1) year / twelve (12) consecutive months). Otherwise, the account will be cancelled, losing the accumulated rewards to the Agent.

Once the certificate for the redemption of rewards has been requested, the Agent will have three (3) months to recharge it on his/her Palladium Connect virtual card.

Once the rewards are loaded on the card they must be used within the next five (5) months and not accrue a period greater than two (2) months without using said card, otherwise it will be cancelled, losing the rewards

Any rewards not granted may be claimed within a maximum period of three (3) months after the guests have checked out; once this period has elapsed they cannot be verified or credited.

6. Account closure due to inactivity

If the agent has been inactive for than one (1) year/twelve (12) months (i.e. without registering sales and these are in confirmed status), the Agent's account will be automatically closed. Account closure shall entail the loss of all available rewards.

To reactivate the account it will be necessary to send the confirmation (full name, date of travel and Hotel) of a confirmed reservation within the last twelve (12) months

7. Benefits

Benefits are personal and non-transferable, applying only to the account holder.

7.1. Cash rewards

7.2. Use rewards to visit the Hotels.

7.3. Access to the travel agent rate, which varies depending on the record of reservations that is held in the account.

7.4. Access to Palladium Academy E-Learning

8. Claims for points

The Agent shall be entitled to make a recovery of reservations or claim of rewards as long as he does not see it reflected in his/her account from three (3) business days from the date of check out of the reservation and up to three (3) months after the date of check out of the hosted customers. **After this date, no claim will be valid.**

- a. Points will take an estimated period of up to three (3) business days after check out of the reservation to be reflected in the Agent's account. If this is not the case, the Agent must contact the Palladium Connect department, providing all the information about the reservation (confirmation number, name(s) of the guest(s), dates and Hotel of travel) within three (3) months after the check out of the passengers.
 - b. Such claims may be processed within three (3) months from the date of check out of the stay; after this period, no claim will be accepted, and the Agent expressly waives any claim in that respect.
9. Cancellation of participation in the Programme
- a. Cancellation by the Agent
 - i. At any time the Agent may cancel his/her account of the Programme for whatever reason, for this she/he must take into account that by confirming his/her withdrawal from the system will imply the loss of all rewards, as well as the benefits of the Programme. In case of re-registration in the future, the Agent will not be able to recover the rewards.
 - ii. To cancel his/her account, the Agent must send an email to the Palladium Connect contact in his/her market. **ANNEX I**
 - b. Cancellation by Palladium
 - i. Palladium reserves the right to cancel the Agent's account in the event of suspected fraudulent activity, for example, in the event that there are several accounts belonging to the same Agent, it is verified that the account holder is not a travel agent or that it belongs to a wholesale agency or tour operator.
 - ii. Palladium may terminate an account as long as the rewards expiration and/or account inactivity mentioned above apply.
 - iii. In the event that the Agent has not used the rewards of its account, it will lose the rights to them in the event of the closure of the Programme.
10. Privacy policy - protection of users' personal data
- a. Click [here](#) to view the programme's full privacy programme.
11. All of the above clauses are subject to change at Palladium;s discretion without prior notice.

ANNEX I

CONTACTS

Germany

support.europe@palladiumconnect.com

Argentina soporte@palladiumconnect.com

Belgium support.europe@palladiumconnect.com

Bolivia soporte@palladiumconnect.com

Brazil soporte@palladiumconnect.com

Canada support@palladiumconnect.com

Chile soporte@palladiumconnect.com

Colombia soporte@palladiumconnect.com

Spain support.europe@palladiumconnect.com

United States support@palladiumconnect.com

Italy support.europe@palladiumconnect.com

Mexico soporte.mexico@palladiumconnect.com

The Netherlands support.europe@palladiumconnect.com

Paraguay soporte@palladiumconnect.com

Peru soporte@palladiumconnect.com

The United Kingdom support.europe@palladiumconnect.com

Uruguay soporte@palladiumconnect.com

ANNEX II

Privacy Policy

1. PRIVACY POLICY - PROTECTION OF USERS' PERSONAL DATA

PALLADIUM GESTIÓN S.L. is especially sensitive to the protection of personal data of the Users of the services of the Website and its customers. Through this Privacy Policy (or Data Protection Policy) the owner of this site informs the USERS of the website about the uses to which the personal data collected are subjected, in order to decide, freely and voluntarily, if they wish to provide the requested information.

PALLADIUM GESTIÓN S.L. reserves the right to modify this Policy in order to adapt it to new legislation, case law criteria, standard practices of the sector, or interests of the entity. Any change to it will be announced with due notice, so that stakeholders and interested parties have perfect knowledge of its content.

1.1 DATA CONTROLLER

The data controller is PALLADIUM GESTIÓN S.L. with address for these purposes at: Avenida Bartolomé Roselló, 18, 07800 Ibiza (Balearic Islands).

1.2 DPO CONTACT DETAILS

The contact details of the DPO designated by the controller are as follows: dpo@palladiumhotelgroup.com

1.3 PURPOSES OF THE PROCESSING

The purposes of the collection and processing of personal data, through the various forms owned by the data controller made available to Users, are, according to the specific case, to:

- Manage the registration in the "Palladium Connect" programme, as well as administer the obtaining and redemption of the Agent's rewards within the framework thereof.
- Manage their contact requests through the channels and/or forms provided for it.
- Information and, where appropriate, registration in prize draws organised by the data controller or in which it participates.
- Know and share the opinion and experience of the Agents through the "Hotel Ratings".
- Manage access to the E-Learning platform for courses related to Palladium.
- Sending communications related to Programme member accounts, including but not limited to their virtual card balance, notifications, and any other items that keep the account holder informed of the status of their account.

- Sending commercial communications by any means (including electronic) to inform Programme members about news, events and about our products or services that may be of interest to them, unless they object to such processing.

1.4 RETENTION PERIOD

The personal data provided will be kept for the corresponding period to comply with legal obligations or for the period that a judge or court may order.

The data based on consent will be kept as long as you do not revoke the consent or object to the processing.

Additionally, in order to improve your experience in future stays in our hotels, we will retain the data related to your visit history for a period of seven years, unless you inform us otherwise, in which case the periods provided for by law will be maintained and during the term that a judge or court may order.

1.5 DATA BLOCKING

In accordance with article 32 of Organic Law 3/2018 on the Protection of Personal Data and Guarantee of Digital Rights (hereinafter LOPDGDD), data controllers will proceed to block data when it is corrected or erased.

Data blocking consists in the identification and reservation thereof, taking technical and organizational measures, to prevent their processing, except for making the data available to judges and courts, the Public Prosecutor's Office or the competent Public Administration agencies, in particular the data protection authorities, for the requirement of possible responsibilities arising from the processing and only for the statute of limitation period that applies thereto.

1.6 LEGITIMATE BASIS

The data controller has a legitimate basis for the personal data processing on the basis of:

- In cases where it has been requested, based on the consent granted by the data subject for one or more specific purposes as set out in article 6.1. a) of the General Regulation on the Protection of Personal Data when completing the forms and checking the box provided for this purpose.
- Based on the execution of a contract for the provision of services in accordance with the Terms and Conditions of the "Palladium Connect" Programme, as set out in article 6.1. b) of the General Regulation on the Protection of Personal Data.
- Based on fulfilment of a legal obligation imposed on the controller in accordance with article 6.1.c) of the General Regulation on the Protection of Personal Data.

1.7 SOURCE OF THE DATA

The personal data come from the registration made by the Agent in the programme or from the forms filled in thereby made available thereto by the data controller.

1.8 ACCURACY OF THE DATA

On the other hand, in order that the data in our digital and/or paper files are always consistent with reality, we will endeavour to keep them updated. Therefore, for these purposes, the User must make the changes, directly, when it is enabled or report, by verifiable means, to the relevant unit or department of the data controller.

1.9 RECIPIENTS

The personal data that you provide to the data controller shall not be transferred or disclosed to third parties unless there is legal obligation to do so. Specifically, the data may be disclosed to public authorities to comply with the requests of said authorities and the applicable regulations, where applicable.

Palladium Gestión S.L. does not market, sell or carry out any similar activity with your personal data, it only processes your personal data for the purposes indicated and for the use of the data controller.

The data controller has service providers with access to personal data (data processors). Among these service providers are companies located outside the European Economic Area, so international data transfers could be made, in any case, complying with the appropriate guarantees in accordance with articles 44 et seq of the GDPR. For the realisation of international transfers with the suppliers of Palladium Gestión S.L. located in the USA, data protection clauses adopted by the European Commission are provided as a guarantee.

1.10 RIGHTS OF USERS

However, the data subject of the personal data in any case may exercise their rights, in accordance with the General Data Protection Regulation, which are:

- Right to request access to personal data relating to the data subject.
- Right to request correction or erasure.
- Right to request the restriction of their processing.
- Right to oppose the processing.
- Right to data portability.

The data subject may exercise such rights by request accompanied by a copy of their ID, and in which they will specify which of these they request be satisfied, sent to the data controller at the address: Avenida Bartolomé Roselló, 18, 07800 Ibiza (Balearic Islands) or via email to: rgpd@palladiumhotelgroup.com

If you believe your right to personal data protection has been violated, you may file a complaint with the Spanish Data Protection Agency. (www.aepd.es).