



## **SHA PRIVILEGED**

### **TERMS AND CONDITIONS**

#### **1. THE PROGRAMME**

SHA Privileged is a Loyalty Program, owned by the company Albir Hills Resort, S.A.U. with address at Calle Verderol 5, 3581, El Albir, Alicante, Spain with TIN A-54081518 (hereinafter, "SHA").

#### **2. PURPOSE OF SHA PRIVILEGED**

SHA Privileged has been created to reward guests who continuously trust in the SHA Wellness Clinic, with exclusive experience benefits.

These benefits are achieved through levels that, at the same time, are acquired through SHApphire points obtained through the guest's spending at SHA. Any member of SHA Privileged can cancel their membership at any time.

#### **3. HOW TO BECOME A MEMBER OF SHA PRIVILEGED**

- The condition as a Member of SHA Privileged is acquired through acceptance of these Terms and Conditions, except where stated otherwise by the guest, whether during their stay, checking the box "I don't want to subscribe to SHA Privileged" included in the registration form, or through written communication, at any time, to our Reservation Department or Loyalty Department.
- The guest will accumulate SHApphires only from the stay in which they accept membership of the Program.
- Only natural persons aged over 18 can become Members.
- The benefits corresponding to the category acquired by the Owner will be personal and non-transferable.
- The Member of SHA Privileged will have a sole account and the SHApphires will be credited directly to this personal account.
- The owner of the account will be the sole party responsible for the personal data provided, as well as for updating the same, committing where applicable to inform SHA in writing, either by post or by email, or by calling our Reservation centre (reservations@shawellness.com or +34 966 811 199) or by email to [shaprivileged@shawellness.com](mailto:shaprivileged@shawellness.com)

#### **4. SHAPPHIRE POINTS**

SHA Privileged has been created to reward guests who continuously trust in the SHA Wellness Clinic to care for their health and well-being. For this, the Member who stays at SHA will accumulate SHApphires (points) in the following way:

- **STAY.** For each effective stay, i.e., reserved, paid for, enjoyed and completed at SHA Wellness Clinic, the Member will receive a quantity of SHApphires (Annex I).
  - €10 spent = 1 SHApphire Point
- **FREQUENCY.**
  - When the Member accumulates, in a period less or equal to 2 stays in 12 months, the SHApphires accumulated in the 2nd stay will be multiplied by 1.5.
- **RECOMMENDATION OF A NEW GUEST.** You will earn 1,000 SHApphires for each friend, recommended by you, who stays in SHA. The points will become effective in the guest's account once the recommended friend has paid the bill for their stay.
- **INHOUSE RESERVATION:** When you make an inhouse reservation before checking out of the stay you are currently in. The points earned on that stay will be multiplied by 1,5

SHApphires will not be generated or accumulated in any of the following cases:

- When the referred guest/Member has not paid the entire amount of the stay.
- Nights of accommodation which are free of charge due to promotions, commercial actions or other reasons.
- Nights of accommodation enjoyed with special discounts beyond general promotional actions.

- Stays enjoyed through credit accumulated by collaborators or barter/exchange agreements.

In order to obtain SHApphires and enjoy the advantages associated to their status within SHA Privileged, the guest must identify themselves, and the Member's data in the reservation and those of the Member of SHA Privileged must coincide. The SHApphires will appear in the Member's account as:

- "Accumulated". The sum of SHApphires generated through visits.
- "Expired". In the case that 36 months go by without any stay by the Member, the proportional amount of SHApphires will expire in order to bring them to the lower level and so on successively in the following 6 month periods until reaching the Ruby level. Said SHApphires will appear in the guest's account as Expired SHApphires.

## 5. ACCUMULATION OF SHAPPHIRES

The SHApphires obtained will only accumulate in the account of the Member who personally stayed at SHA and has enjoyed the service that gives the right to SHApphires, regardless of the natural or legal person who paid the corresponding bill. The SHApphires will be credited to the Member's account upon effective checkout in its entirety; the SHApphires generated in the present stay will be taken into consideration for the assignment of category and enjoyment of benefits from the next stay at SHA.

## 6. CONSERVATION PERIODS

If a member is inactive during 36 months, their SHApphires will gradually expire until they reach the Ruby level. Once this level has been reached, they will remain a member of SHA Privileged for another 36 months. After 72 months of inactivity, SHA will remove the Member from the SHA Privileged database and cease all communication related to the program.

## 7. MEMBER CATEGORIES

The various categories of SHA Privileged are granted or modified directly by SHA in application of the criteria for quantity of SHApphires accumulated. Said criteria can be revised or modified at any time without the need for prior communication. The quantities of SHApphires that give access to each of the categories are as follows:

- RUBY: From the first visit without a minimum spend to 3.499 SHApphires
- EMERALD: With an amount between 3.500 and 7.499 SHApphires
- DIAMOND: With an amount equal to or above 7.500 SHApphires

## 8. SHA PRIVILEGED BENEFITS

The Member will enjoy a series of benefits associated to each of the categories of SHA Privileged.

### Ruby Level:

- Welcome pack
- Possibility to share points with other SHA Privileged members.
- 5% Discount in Boutique (not applicable during the sales season) \*
- 5% Discount in Wellness (not applicable in Aesthetic Treatments, Clinic and Genetic Tests) \*

### Emerald Level:

- Welcome Pack
- Possibility to share points with other SHA Privileged members.
- 10% Discount in Boutique (not applicable during the sales season) \*
- 10% Discount in Wellness (not applicable during the sales season) \*
- Laundry service valued at €50 for a minimum stay of 7 days\*

### Diamond Level:

- Welcome Pack
- Possibility to share points with other SHA Privileged members.
- 10% Discount in Boutique (not applicable during the sales season) \*
- 10% Discount in Wellness (not applicable in Aesthetic Treatments, Clinic and Genetic Tests) \*
- 10% Discount on Transfers. Subject to availability \*

- Laundry service valued at €50 for a minimum stay of 7 days\*.
- Suite Upgrade. Subject to availability. Not applicable to Residence, Royal or Presidential categories. \*
- Room Service. Room service outside breakfast, lunch and dinner hours. \*
- Private Spa (outside general opening hours and only for a select number of SHA guests) \*
- Private cinema (outside general opening hours and only for a select number of SHA guests) \*

\*Non-cumulative benefit, so if you do not enjoy this stay, it will not be accumulated for the next one. It is not transferable to other people. This benefit applies per room, so not only will you enjoy it, but also your suite companion.

All the benefits are exclusively for the Member of the SHA Privileged account, but there are some benefits that have been created so that the guest accompanying the Member and staying in the same room can enjoy them too.

No benefits can be exchanged for another on another level and there will only be access to those strictly associated to the category belonged to. SHA reserves the right to modify the benefits of the Loyalty program at any time without the need for prior notice.

## **9. TRANSFER SHAPPHIRES**

The SHApphires can be transferred from the Member (the name on the reservation will coincide with the Member of the SHA Privileged account name) to the travel companion, which will pertain to the same reservation number. Upon paying for the stay, the Member will receive the SHApphires generated in their account and may decide to transfer them to their companion, signing a transfer document with the amounts pre-established by SHA: 25%, 33.33%, 50%, 75%, 100%. In the case that the Member decides to transfer the SHApphires later (within a maximum period of one month from check out), the Reservation Department may send these SHApphires to the travel companion, verifying their personal details that the Member must provide to the Reservations Department. The essential condition is for the travel companion to be a member of SHA Privileged. Once transferred, the SHApphires cannot be returned to the original Member. The transferred SHApphires will be discounted from the number of SHApphires accumulated by the Member and will be sent to the account of the companion, appearing as accumulated SHApphires. The transferred SHApphires will be subject to the same conditions of use as applicable to the Member transferring them. Therefore, the new Member receiving the SHApphires through this transfer will only be able to enjoy them in the same conditions as the previous Member would have done.

## **10. HOW TO CHECK YOUR SHAPPHIRES BALANCE**

The guest can check their updated SHApphires balance at the following times:

- During your stay, by asking the Guest Relations Department or Front Office
- By email, contacting our Loyalty Department ([shaprivileged@shawellnes.com](mailto:shaprivileged@shawellnes.com))
- By telephone, by calling the Reservations Department at +34 966 811 199
- By using the SHA APP, entering your personal account

## **11. SHAPPHIRES COMPLAINT SYSTEM**

The Member will have the right to make a complaint when, in their opinion, the information in their account and/or movements, sent by SHA Privileged, are not correct in conformance with the provisions of the applicable Terms and Conditions. The Member can make the corresponding complaint by contacting the Reservations Department by telephone or contacting the Loyalty Department by email. In this situation, the booking reference of the stay or the service contracted for which the claim is being made must be indicated and a copy of the bill must always be provided. In all of these cases, SHA's liability will be limited to resolving the error as soon as the Member suitably accredits their right. In telephone communications, the Member must verify their identity by responding to the personal identification questions asked by the service operator. Said complaints can be made within a period of 6 months from the check out date of the stay or completion of the service contracted. After this period, no complaints will be accepted regarding possible SHApphires that have not been assigned, with the Member expressly rejecting the possibility of filing a complaint in this regard.

## **12. REQUEST FOR UNSUBSCRIBING OF THE MEMBER AND CANCELLATION OF THE ACCOUNT**

The member of SHA Privileged can cancel their membership at any time in the following ways:

- By telephone, by calling the Reservations Department at +34 966 811 199
- By email, contacting our Loyalty Department at [shaprivileged@shawellnes.com](mailto:shaprivileged@shawellnes.com)
- During their stay at SHA, signing the unsubscribe form.

This voluntary cancellation will imply the loss of all SHApphires and benefits automatically at the time that the Member's account is closed.

Furthermore, at its discretion, SHA may cancel or block the account of any Member in the case that they make inadequate use of the same in order to obtain or redeem SHApphires, and also in the case that payment is not received for a bill for any stay, product or service contracted and completed by the Member at SHA Wellness Clinic.

In the cases of account inactivation due to inadequate or undue use of the SHApphires obtained, new requests will not be accepted nor registration requests from the same person as a Member of SHA Privileged.

### **13. PERSONAL DATA PROTECTION**

At the time of acceptance of the terms and conditions, you will become part of the SHA Privileged program. The data processed has the purpose of maintaining the database of members who are customers at SHA, therefore we gather the data regarding the services contracted, the amount paid, recommendations made, category held and other data that helps us to reward you for your loyalty as a guest. Take into consideration that upon registering with the program, we may send communications regarding our products or services based on the legitimate interest that we have in keeping you informed as a recurring guest and/or host.

For this reason, we remind you that the data provided must be accurate, so please inform us of any variation that may occur to the same and provide updated information where appropriate.

We inform you that you can revoke your express consent provided in order to form part of the SHA Privileged program at any time and exercise any of your rights for data protection, such as the right to access, limit, transfer, rectify, delete and oppose by contacting our DPO: [gdpr@shawellness.com](mailto:gdpr@shawellness.com) and identifying yourself appropriately with your TIN, NIE or passport number as necessary. If you are not satisfied, you can file a complaint with your control authority or with <https://www.aepd.es/es>

Your data will not be granted to third parties, but rather will form part of our database for the length of the contractual relationship, the commitment acquired with you under these general conditions and until you revoke the express consent provided in an appropriate manner.

### **14. MODIFICATION OF SHA PRIVILEGED**

SHA reserves the right to cancel SHA Privileged at any time due to commercial motives of internal operations at the company. The Member will receive prior notification. If at any time there are circumstances of force majeure or legal obligations that impede its continuity or development, SHA Privileged will be cancelled without prior notice and SHA will not be held responsible. In the same way, SHA can unilaterally modify the operational structure of SHA Privileged at any time, notifying the new structure of the Loyalty Program, the Terms and Conditions and the effective start date via email or the website. A Member who does not wish to continue with SHA Privileged in conformance with the new structure and conditions of the same may contact the Reservations Department at +34 966 811 199 or our Loyalty Department at [shaprivileged@shawellness.com](mailto:shaprivileged@shawellness.com)

### **15. SHAPPHIRE RELATIONSHIP WITH DISCOUNTS - OTHER PROGRAMS - OFFERS**

Guests with a discount of 15% or more cannot accumulate SHApphires. At the time of reservation, guests with a discount of over 15% can choose between maintaining their discount or enjoying the benefits of SHA Privileged.

The guests recommended by an Ambassador or through the Satisfaction Questionnaire who wish to form part of SHA Privileged will start to accumulate SHApphires from their next stay. Upon their first stay at SHA, the referred guests can enjoy other benefits that will be notified at the time of reservation.

The guests can accumulate SHApphires with the promotions 7 for 6, 14 for 12 and 21 for 18 nights, and will receive SHApphires based on the nights paid for.

### **16. INTEGRITY**

If any of the provisions in these Terms and Conditions or the application of any provision is considered illegal, invalid or unenforceable, whether completely or in part, under any Law, said provision or part of the same will be understood not to be included, but the legality, validity and applicability of the Terms and Conditions and the application of said provision to other people or in other circumstances will not be affected. This clause will not be effective if the fundamental nature of the contract is altered or is contrary to public order.

## 17. APPLICABLE LAW AND JURISDICTION

The Terms and Conditions of SHA Privileged are subject to current legislation in Spain in this regard and, in the case of issues regarding the interpretation and application of these General Terms and Conditions, the Courts and Tribunals applicable to the address of the complainant identified as the consumer will be competent for resolution of all conflicts derived or related to these T&C.

## 18. ADDITIONAL INFORMATION

These Terms and Conditions, FAQs and further information regarding our SHA Privileged program can be found on the website [www.shawellness.com](http://www.shawellness.com)

## ANNEX I

€10 spent = 1 SHApphire Point

| <b>LEVELS</b> | <b>SHApphires</b>             |
|---------------|-------------------------------|
| DIAMOND       | 7.500                         |
| EMERALD       | 3.500 – 7.499                 |
| RUBY          | From the first visit to 3.499 |